



New York State Thruway Authority

**TAPPAN ZEE HUDSON RIVER
CROSSING PROJECT**

**DESIGN-BUILD PROJECT
DB CONTRACT DOCUMENTS**

**PART 1
AGREEMENT**

Final for Execution - November 21, 2012

Contract D214134



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**NEW YORK STATE THRUWAY AUTHORITY
DESIGN-BUILD (DB) AGREEMENT**

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NEW YORK STATE THRUWAY AUTHORITY
DESIGN-BUILD (DB) AGREEMENT

Contract Nos: D214134; [REDACTED]

Counties: Rockland and Westchester

THIS DB AGREEMENT, entered into this ____ day of _____, 2012, by the NEW YORK STATE THRUWAY AUTHORITY, a public corporation of the State of New York (referred to herein as the “Authority”) pursuant to the Infrastructure Investment Act, 2011 N.Y. Laws ch. 56, the Highway Law and the Public Authorities Law, and TAPPAN ZEE CONSTRUCTORS, LLC,

☒ a limited liability company (LLC), whose members are Fluor Enterprises, Inc., American Bridge Company, Granite Construction Northeast, Inc., and Traylor Bros., Inc.,

the location of whose principal office is 120 White Plains Rd., Suite 310, Tarrytown, NY 10591, hereinafter called the “Design-Builder,” with reference to the definitions of terms set forth in *Part 2, DB §101*.

WITNESSETH: That on March 9, 2012 (the “RFP Date”) the Authority and the New York State Department of Transportation (collectively referred to herein as the “Agencies”) issued a Request for Proposals for a design-build contract for the Tappan Zee Hudson River Crossing; and

WITNESSETH: That on July 27, 2012 (the “Proposal Date”), the Agencies received three proposals in response to the RFP, and following evaluation of the proposals, selected the Design-Builder as the best value proposer; and

WITNESSETH: That the Authority and the Design-Builder for the consideration hereinafter named agree as follows:

ARTICLE 1. WORK TO BE DONE. The Design-Builder shall (a) perform all design and construction services and provide all materials, equipment, appliances, tools, and labor of every kind necessary to complete the Project as described in and reasonably inferable from the Contract Documents (excluding only those items and services which the Contract Documents expressly specify will be undertaken by the Authority or third parties) and (b) otherwise do everything required by and in accordance with the Contract Documents.

The Design-Builder further agrees its Proposal was not based upon the assumption that: any traffic restrictions or scheduling, phasing/staging requirements will be waived; an extension of the Crossing Completion Deadline will be granted; a labor dispensation will be granted; substitution of non-approved products, alternatives or claimed functional equivalents for specified construction materials and methods will be allowed; or any change to the requirements of the Contract Documents will be approved.

Article 1.1. Scope of Work. Appendix I to the Agreement includes a summary description of the physical components of the Project that the Design-Builder shall design, construct and/or install.

Article 1.2. Options. The Authority shall have the right to require certain changes in the scope of the Work by exercise of Options as described in this Article 1.2.

The Design-Builder acknowledges and agrees that the full scope of each such change is described in Appendix I, Section 5. Said Section 5 includes (a) an outside date for exercise of each Option without any change in the Contract Time (an “Option Exercise Deadline”), (b) a not-to-exceed time extension for

certain Options, (c) a not-to-exceed amount for each Option involving a net addition to the scope of the Work and (d) a minimum credit for each Option involving a net deduction in the scope of the Work. The Authority shall be entitled to the full value of any savings associated with any Option that involves a deduction in the scope of the Work. The Authority will issue an Order on Contract with respect to each Option that is exercised, specifying the detailed scope of changes in the Work (as described in Appendix I, Section 5), change in the Contract Price and any extension of Contract Time associated with the Option. Notwithstanding any other provision of the Contract Documents, except as expressly provided in this Article 1.2 or Appendix I, Section 5, Design-Builder shall not be entitled to any time extension or any additional compensation or any other adjustment to the Contract terms as a result of any exercise of Options by the Authority.

Design-Builder represents that (a) if exercised by the Option Exercise Deadline(s), no extension of the Contract Deadlines will be required in connection with exercise of any Option (or any combination of Options) in excess of the not-to-exceed time extension specified in Table 5-7.1 of Appendix I, Section 5, and (b) the Options, if exercised, will not have any other impact, whether direct, indirect or consequential, other than the applicable scope changes, change in Contract Price and extension of the Contract Time (if any) to be specified in an Order on Contract as provided herein. Design-Builder acknowledges and agrees that any Order on Contract issued to implement an Option will state that the Option will not have such effects and that Design-Builder will not dispute such determination.

The provisions of this Article 1.2 apply to all Options other than those set forth in Part 2, DB §§107-22.11 and 107-32. In the event of any conflict or inconsistency between the provisions of this Article 1.2 and any other provision of the Contract Documents, the provisions of this Article 1.2 shall govern.

Article 1.2.1. Determination of Option Amount and Time Extension. The amount of the increase or reduction in the Contract Price (the “Option Amount”) and any time extension related to exercise of an Option shall be determined pursuant to the process described in this Article 1.2.1. The Option Amount shall constitute full compensation for all changes in the Work associated with the Option.

- 1) With respect to any Option, the Authority may, at any time prior to the applicable deadline specified in Table 5-7.1 of Appendix I, Section 5 (the “Option Proposal Notification Deadline”), deliver a written notice to Design-Builder to submit a fixed price proposal for the Option (“Option Proposal”) in accordance with this Article 1.2.1. Upon receipt of such notice, Design-Builder shall submit the Option Proposal on or before the submission deadline specified in Table 5-7.1 of Appendix I, Section 5 (the “Option Proposal Submission Deadline”). Each Option Proposal shall include detailed information regarding the changes in the Work associated with the Option and shall identify all costs required to implement the Option, as well as all costs that will be avoided if the Option is exercised. Each Option Proposal shall include proposed revisions to PPS-C and the Schedule of Prices in accordance with *Part 2, DB §109-4*, and shall be accompanied by backup documentation meeting the requirements of *Part 2, DB §§110-5 and 110-6*. The proposed Option Amount shall in no event exceed the not-to-exceed amount or be less than the minimum credit for the Option, as applicable, set forth in Table 5-7.1 of Appendix I, Section 5. If the Option Proposal includes a request for a time extension, it shall include detailed information regarding any critical path delays directly attributable to the changes in the Work included in the Option, and shall be accompanied by a time impact analysis and other information required by *Part 2, DB §108-6*. Extensions of time are subject to the not-to-exceed limits set forth in Table 5-7.1 of Appendix I, Section 5, as well as the conditions and limitations specified in *Part 2, DB §108-6*. If a time extension is granted, the Order on Contract may also provide for delay

damages in accordance with *Part 2, DB §109-15.1*, subject to the applicable not-to-exceed amount specified in Table 5-7.1 of Appendix I, Section 5.

- 2) Following delivery of an Option Proposal, the Authority and the Design-Builder shall meet and begin negotiation of the terms and conditions of an Order on Contract for the Option, including the Option Amount and revisions to Form PPS-C and the Schedule of Prices and, if applicable, any extension of the Contract Time. The negotiations shall be conducted in good faith on an “open book” basis. The Design-Builder shall make available to the Authority all supporting background information, unit prices, quantities, scope detail, and pricing data on which its proposed Option Amount was based. If the Design-Builder requests a time extension, it shall provide all information reasonably requested by the Authority with respect thereto.
- 3) Upon conclusion of negotiations for each Option, the Design-Builder shall provide documentation, in form and substance acceptable to the Authority, that will be used by the Authority as the basis for issuance of an Order on Contract, if the Authority decides to exercise the Option. If the parties reach agreement on the Option Amount, the documentation shall provide for an increase or decrease in the Contract Price, in the agreed-upon amount. If the parties reach agreement on extension of the Contract Time, the documentation shall identify the agreed-upon extension of the Contract Time. If the parties fail to reach agreement on the Option Amount and/or applicable period of time extension, the documentation shall be drafted in accordance with instructions provided by the Authority, and may include:
 - a. provisions allowing the Option Work to proceed as provided in Article 1.2.3(a); or
 - b. terms and conditions that identify outstanding issues relating to the Order on Contract to be resolved in accordance with Article 1.2.3(b), and that allow Option Work to proceed pending resolution of such outstanding issues.

If the Design-Builder delays delivery of the Option Proposal for any Option beyond the Option Proposal Submission Deadline, the Option Exercise Deadline for such Option shall automatically be extended by the number of days between the specified date and the actual delivery date.

Article 1.2.2. Exercise of Options. Each Option shall be exercised by issuance of an Order on Contract delivered by the Authority to the Design-Builder on or before the applicable Option Exercise Deadline, which Order on Contract shall be based on the documentation provided by the Design-Builder under Article 1.2.1. The Authority may also exercise an Option by delivering notice of exercise of the Option to the Design-Builder on or before the applicable Option Exercise Deadline, with the Order on Contract for the Option to be issued subsequently. Any such notice of exercise shall be deemed to constitute written notification from the Authority’s Project Manager that changes in the Work are eligible and authorized for payment in accordance with *Part 2, DB §104-3.1*.

Article 1.2.3. Process for Determining Option Amount If Parties Fail to Reach Agreement. »

- 1) With respect to Options involving additions to the scope of the Work for which agreement has not been reached as to the Option Amount, the Authority shall have the right to issue a force account Order on Contract identifying the change in the scope of the Work and providing for the increase to be determined in accordance with the provisions of *Part 2, DB §109-9.2.2*, and the provisions of *Part 2, DB §109-9.2.3* shall apply. Any such Order on

Contract shall include the not-to-exceed amount set forth in Table 5-7.1 of Appendix I, Section 5, which shall constitute the maximum amount payable under the Order on Contract. In such event, the Design-Builder agrees that it will be responsible for performing the Work described in the Order on Contract, without any entitlement to payment for such Work in excess of the specified maximum amount.

- 2) If the parties fail to reach agreement on the Option Amount with respect to Options involving deductive changes, the Authority shall have the right to exercise the Option, determine the net savings that it believes will accrue to the Design-Builder as a result of the deductive change, and issue an Order on Contract based on the Authority's determination, as communicated in writing including an explanation of the basis for such determination. In such event, the Design-Builder shall have the right to seek resolution of the Dispute as specified in *Part 2, DB §109-10*.
- 3) If the parties fail to reach agreement regarding any proposed extension of Contract Time, the Authority shall have the right to exercise the Option, determine the time period that it believes represents the delay in critical path directly attributable to the Option, and issue an Order on Contract based on the Authority's determination as communicated in writing including an explanation of the basis for such determination. In such event, the Design-Builder shall have the right to seek resolution of the Dispute as specified in *Part 2, DB §109-10*.

Article 1.2.4. Expiration of Options. For any Option, if the Authority fails to provide timely notice to the Design-Builder requiring submittal of an Option Proposal by the applicable Option Proposal Notification Deadline, or if any Option has not been exercised by the applicable Option Exercise Deadline, the Authority's right to exercise the Option shall automatically expire.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT. The Contract shall include and incorporate the executed Agreement (Part 1), including Appendices I through XII, DB Section 100 (Part 2), the Project Requirements (Part 3), the Utility Requirements (Part 4), the DB Special Provisions (Part 5), the Directive Plans included in the RFP Plans (Part 6), the Engineering Data (Part 7), the Special Specifications (Part 8), and the Design-Builder's Proposal (Part 9), including all addenda or appendices thereto, any supplemental agreements, amendments, Orders on Contract, Contract modifications, and all provisions required by law to be inserted in the Contract, whether actually inserted or not. See *Part 2, DB §102-2* for the order of precedence of the Contract Documents.

ARTICLE 3. EXAMINATION OF SITE. The Design-Builder acknowledges and agrees that: (a) before submitting its Proposal it had the opportunity to and carefully examined the Site of the proposed Work as well as its surrounding territory; (b) it is informed regarding all of the surface conditions and subsurface conditions discernible from the surface affecting the Work to be done and labor and materials to be furnished for the completion of the Contract, including the existence of poles, wires, pipes, and other facilities and structures of municipal and other public service corporations on, over, or under the Site, except latent conditions that meet the requirements of *Part 2, DB §109-15.1*, (c) its information was secured by personal and other investigation and research; (d) it did not rely on any information regarding the foregoing set forth in the RFP except to the extent expressly permitted by the Contract Documents, and (e) any omissions or other inaccuracies in information provided by Agencies regarding the foregoing shall not be considered material and shall not be grounds for equitable adjustment of the Contract Price or Contract Time.

ARTICLE 4. CONTRACT TIME; OBLIGATION TO MAINTAIN TOLL TRAFFIC.

Article 4.1. Notice to Proceed. The Design-Builder agrees that it will begin the Work herein embraced upon receipt of the Notice To Proceed (NTP), unless the consent of the Authority, in writing, is given to begin at a later date, and that it will prosecute the same so that it shall be entirely completed and performed on or before the Crossing Completion Deadline shown in Article 4.4. See *Part 2, DB §108-2* for more information on NTP.

Article 4.2. Initial Traffic Relocation Deadline. The Initial Traffic Relocation Deadline is 1,491 days from NTP. Design-Builder shall remove all traffic from the existing Tappan Zee Bridge on or before the Initial Traffic Relocation Deadline.

No extension of the foregoing deadline shall be effective unless in writing signed by the Authority. See *Part 2, DB §108-6* for more information regarding time extensions. Any extension shall be for such time and upon such terms and conditions as shall be fixed by the Authority. Notice of application for such extension shall be filed with the Authority's Project Manager at least 15 days prior to the Initial Traffic Relocation Deadline, but in no event later than the time required for such notice under *Part 2, DB §108-6*.

Design-Builder shall pay to Authority liquidated damages as provided in Article 13 of this Agreement and *Part 2, DB §108-5* for failure to remove all traffic from the existing Tappan Zee Bridge by the Initial Traffic Relocation Deadline.

Article 4.3. Toll Plaza Completion Deadline. The Toll Plaza Completion Deadline is 730 days from the AETC Commencement Date.

No extension of the foregoing deadline shall be effective unless in writing signed by the Authority. See *Part 2, DB §108-6* for more information regarding time extensions. Any extension shall be for such time and upon such terms and conditions as shall be fixed by the Authority. Notice of application for such extension shall be filed with the Authority's Project Manager at least 14 days prior to the Toll Plaza Completion Deadline, but in no event later than the time required for such notice under *Part 2, DB §108-6*.

Design-Builder shall pay to Authority liquidated damages as provided in Article 13 of this Agreement and *Part 2, DB §108-5* for failure to achieve Toll Plaza Completion by the Toll Plaza Completion Deadline.

Article 4.4. Crossing Completion Deadline. The Crossing Completion Deadline is 441 days from the date that the Design-Builder removes any traffic from the existing Tappan Zee Bridge. See *Part 2, DB §109-11.2* for more information on the requirements for Crossing Substantial Completion.

No extension of the foregoing deadline shall be effective unless in writing signed by the Authority. See *Part 2, DB §108-6* for more information regarding time extensions. Any extension shall be for such time and upon such terms and conditions as shall be fixed by the Authority. Notice of application for such extension shall be filed with the Authority's Project Manager at least 15 days prior to the Crossing Completion Deadline, but in no event later than the time required for such notice under *Part 2, DB §108-6*.

Design-Builder shall pay to Authority liquidated damages as provided in Article 13 of this Agreement and *Part 2, DB §108-5* for failure to achieve Crossing Substantial Completion and meet certain other requirements by the Crossing Completion Deadline.

Article 4.5. Physical Completion Deadline. The Physical Completion Deadline is 1901 days from NTP.

No extension of the foregoing deadline shall be effective unless in writing signed by the Authority. See *Part 2, DB §108-6* for more information regarding time extensions. Any extension shall be for such time and upon such terms and conditions as shall be fixed by the Authority. Notice of application for such extension shall be filed with the Authority's Project Manager at least 15 days prior to the Physical Completion Deadline, but in no event later than the time required for such notice under *Part 2, DB §108-6*.

Design-Builder shall pay to Authority liquidated damages as provided in Article 13 of this Agreement and *Part 2, DB §108-5* for failure to achieve Physical Completion by the Physical Completion Deadline.

Article 4.6. Final Acceptance Deadline. The Final Acceptance Deadline for the Project is 91 days from Physical Completion. See *Part 2, DB §109-11.4* for more information on the requirements for Final Acceptance.

No extension of the foregoing deadline shall be effective unless in writing and signed by the Authority. See *Part 2, DB §108-6* for more information regarding time extensions. Any extension shall be for such time and upon such terms and conditions as shall be fixed by the Authority. Notice of application for such extension shall be filed with the Authority's Project Manager at least 15 days prior to the deadline

for Final Acceptance, but in no event later than the time required for such notice under *Part 2, DB §108-6*.

Design-Builder shall pay to Authority liquidated damages as provided in Article 13 of this Agreement and *Part 2, DB §108-5* for failure to achieve Final Acceptance by the Final Acceptance Deadline.

When in the opinion of the Authority's Project Manager the Design-Builder has fully performed the Work under the Contract, the Authority's Project Manager shall recommend to the Authority's Executive Director the Final Acceptance of the Work so completed. If the Executive Director accepts the recommendation of the Authority's Project Manager, they shall thereupon by letter notify the Design-Builder, with copies to other interested parties, of such Final Acceptance. Prior to the Final Acceptance of the Work, the Work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after Final Acceptance.

See *Part 2, DB §109-11.4* for additional information on Final Acceptance.

Article 4.7. Closures. The Design-Builder shall ensure that traffic lanes remain open as specified in "Lanes Required to be Maintained for Traffic Control" in Appendix II of this Agreement and *Part 3, Project Requirements, Section 17 – Work Zone Traffic Control and Access*, and shall ensure that the Work does not result in closure of toll lanes or otherwise adversely affect Authority's capability to collect cash and electronic tolls from its customers. The Design-Builder shall pay to the Authority liquidated damages as provided in Article 13 of this Agreement and *Part 2, §108-5* for failure to keep traffic lanes open at all times as specified in "Lanes Required to be Maintained for Traffic Control" in Appendix II of this Agreement and *Part 3, Project Requirements, Section 17 – Work Zone Traffic Control and Access*, and/or in the event the Work results in closure of toll lanes or otherwise adversely affects Authority's ability to collect cash and/or electronic tolls from its customers.

No relief from Design-Builder's obligation to maintain traffic and ensure tolling capability shall be effective unless in writing and signed by the Authority.

ARTICLE 5. ALTERATIONS AND OMISSIONS. The Work identified in the Contract Documents shall be performed in accordance with the intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the Authority other than the consideration named in the Contract.

The Authority reserves the right, at any time during the progress of the Work, to alter the scope of Work, or omit any portion of the Work as it may deem reasonably necessary for the public interest, making allowances for additions and deductions with compensation made in accordance with the Contract Documents for the altered or omitted Work, without constituting grounds for any claim by the Design-Builder for allowance for damages or for loss of anticipated profits.

Design-Builder acknowledges and agrees that constraints set forth in the Environmental Approvals and other Contract Documents, as well as the Site conditions and planned ROW limits, will impact the design process and Design-Builder's ability to make changes in the Basic Project Configuration.

ARTICLE 6. NO COLLUSION OR FRAUD. The Design-Builder hereby agrees that the only person or persons interested as principal or principals in the Proposal submitted by the Design-Builder for the Contract are named therein, and that no Person other than those mentioned therein has any interest in the above mentioned Proposal or in the securing of the award of the Contract; that the Contract has been secured without any connection with any Person or Persons other than those named; that the Proposal is

in all respects fair and was prepared, and the Contract was secured, without collusion or fraud; and that neither any officer nor employee of the Authority has or shall have a financial interest in the performance of the Contract or in the supplies, Work, or business to which it relates or in any portion of the profits thereof. (See Sections 139-a and 139-b of the New York State Finance Law.)

ARTICLE 7. COMPENSATION

Article 7.1. Contract Price. As full compensation for the Work, the Authority will pay the Design-Builder a lump sum of \$3,141,685,500. The Contract Price is subject to adjustment from time to time by Orders on Contract.

The Pricing Information from the Price Proposal is contained in *Part 9 – Design-Builder’s Proposal*.

Article 7.2. Periodic Payments; Suspension for Nonpayment. Authority shall pay the Contract Price to Design-Builder in periodic payments based on Price Centers as set forth in *Part 2, DB §109-1*. As the Work progresses in accordance with the Contract and in a manner that is satisfactory to the Authority, the Authority hereby agrees to make payments to the Design-Builder for Work in accordance with the Contract Periodic Payment Schedule, Form PPS-C, as it may be modified from time to time in accordance with *Part 2, DB §109-4*.

- 1) The Design-Builder shall once in each month, and on such day as may be fixed by the Design-Builder and the Authority, make a progress report of activity and progress for the Contract, in accordance with *Part 2, DB §108-1.3.1*.
- 2) Design-Builder’s monthly invoice shall be based upon a determination of the periodic payment due pursuant to *Part 2, DB §109-2*.
- 3) The Authority will pay to the Design-Builder undisputed monies due as provided in Section 2880 of the New York State Public Authorities Law and NYCRR, Title 21, Section 109.3.
- 4) The Design-Builder shall not hold any retainage from any Subcontractor.

See *Part 2, DB §§108-1.3 and 109-5* regarding monthly progress reports and payment on the Contract, respectively.

The Design-Builder shall not have the right to terminate this Contract for nonpayment, but shall have the right to suspend performance of the Work in the event of a failure by the Authority to make undisputed payments hereunder, totaling in excess of \$100 million, provided the undisputed amount is not paid in full within 45 days following delivery of notice of nonpayment as specified in this Article 7.2. The notice of right to suspend work for nonpayment must be delivered to the Authority's Project Manager with a copy to the Authority's General Counsel in accordance with Article 10 below, and may be delivered only if at least \$100 million of undisputed amounts owing remain outstanding ten work days after the payment due date. The notice of right to suspend work for nonpayment shall (a) specify the invoice number(s), invoice submittal date(s), payment due date(s), amounts previously paid on account of such invoices and total amount that the Design-Builder believes remains outstanding, and (b) state the Design-Builder's intent to suspend Work unless payment of the amount specified in the notice is made within 45 days of the date of delivery of the notice. The Design-Builder acknowledges that the Authority has the right to make deductions from payments otherwise owing and to withhold payments under certain circumstances as specified in the Contract, and the Design-Builder agrees it shall not have the right to suspend performance

as the result of any such deduction or withholding. Any suspension under this Article 7.2 shall be considered an Authority-Caused Delay.

Article 7.3. Reduction in Periodic Payment. In addition to provisions regarding the Authority's right to withhold payment specified elsewhere in the Contract Documents:

- 1) Design-Builder acknowledges and agrees that if it fails to comply with any lawful or proper direction concerning the Work or material given by the Authority, during the noncompliance period, the Authority may withhold payment for all or a portion of payments otherwise owing for the Price Center under which the non-complying Work falls, until the Design-Builder has fully complied with such lawful or proper direction, with the determination regarding the amount to be withheld to be made by the Authority in its sole discretion.
- 2) The Authority shall have the right to withhold from the final periodic payment(s) that would otherwise be owing under the Contract an amount deemed appropriate by the Authority, in its sole discretion, to reduce the risk that the Design-Builder might be required to reimburse the Authority for payments made based on interim Orders on Contract. The Design-Builder may offer to provide security for repayment and request the Authority to release the funds, which request may be approved or denied by the Authority in its sole discretion.

Article 7.4. Final Payment. After the Final Acceptance of the Work, the Authority's Project Manager shall prepare a final supplemental agreement of the Work performed and the materials placed and shall compute the value of such Work and Materials under and according to the terms of the Contract. This final agreement shall be certified as to its correctness by the Authority's Project Manager and submitted to the Executive Director for final approval. The right, however, is hereby reserved to the Executive Director to reject the whole or any portion of the final agreement, should the said certificate of the Authority's Project Manager be found or known to be inconsistent with the terms of the Contract or otherwise improperly given. All monthly progress reports upon which interim payments were made shall be subject to correction in the final certificate or final supplemental agreement. See *Part 2, DB §109-12* for more information on final supplemental agreements and payment.

ARTICLE 8. AUTHORITY'S RIGHT TO SUSPEND WORK AND CANCEL CONTRACT. It is further mutually agreed that if at any time during the prosecution of the Work the Authority shall determine that the Work is not being performed according to the Contract, the Authority may proceed in any of the following ways:

- 1) Temporarily suspend the execution of the Work by the Design-Builder, and the Authority may then proceed with the Work under their own direction in such manner as will accord with the Contract Documents; or
- 2) Terminate the Design-Builder's Contract while it is in progress, and thereupon proceed with the Work, in affirmance of the Contract, by a new contract negotiated or publicly advertised, by the use of his/her own forces, by calling upon the Surety to complete the Work in accordance with the Contract Documents, or by a combination of any such methods; or
- 3) Cancel the Contract and re-advertise and reprocure in accordance with applicable law; or
- 4) Complete the Work under the Authority's direction in such a manner as will accord with the Contract Documents.

In such event, any excess in the cost of completing the Contract beyond the Contract Price for which it was originally awarded shall be charged to and paid by the Design-Builder or its Surety in accordance with the Contract and applicable law.

Whenever the Authority determines to suspend or stop Work under the Contract, a written notice sent by mail to the Design-Builder at its address and to its Surety at their respective addresses shall be sufficient notice of its action in the premises.

The Authority also has the right to suspend the execution of the Work for convenience and/or to terminate the Contract for convenience. See *Part 2, DB §105-7* regarding compensation owing to the Design-Builder in the event of a termination for convenience; see *Part 2, DB §108-8* regarding the Design-Builder's and Surety's right to receive notice and opportunity to cure prior to termination of the Contract for failure to perform the Work according to the Contract; and see *Part 2, DB §109-15.2* regarding Orders on Contract for suspensions for convenience ordered by the Authority's Project Manager.

ARTICLE 9. LIMIT OF LIABILITY.

Article 9.1. Limitation of Liability.

- 1) **General.** Subject to the exclusions set forth in Article 9.1(2), the entire liability of Design-Builder for any damages arising from Design-Builder's performance or non-performance of any Work under the Contract Documents, regardless of the form of action (whether in contract, tort including negligence, indemnification, strict liability or otherwise, and including all liquidated damages assessable under the Contract Documents), shall not exceed the caps specified below, and the Authority releases Design-Builder from all liability in excess of the specified caps:
 - a. \$1,570,842,750 with respect to costs incurred by Authority or any Person acting on Authority's behalf in completing or correcting the Work or having the Work completed or corrected by another Person, including the cost of the work required or arising under the Warranties; and
 - b. \$350,000,000 with respect to any and all other causes.
- 2) **Exclusions.** The caps on liability specified in Article 9.1(1) exclude:
 - a. any type of damage or loss: (i) to the extent covered by insurance (A) required to be carried hereunder or (B) actually carried by or insuring Design-Builder under policies solely with respect to the Project and the Work, regardless of whether required to be carried hereunder; or (ii) which Design-Builder is deemed to have self-insured as provided in the Contract Documents; and
 - b. any liability for damages and losses to the extent arising from fraud, willful misconduct, recklessness, bad faith, gross negligence or criminal acts by Design-Builder or any Subcontractor; and
 - c. any damages, compensation or benefits payable to employees of the Design-Builder or any Subcontractor in excess of payments made under the Workers' Compensation and Disability Benefits insurance required hereunder.

Article 9.2. Consequential Damages.

- 1) Except as otherwise specified in the Contract Documents, including this Article 9, to the extent permitted by applicable Governmental Rules, neither party shall be liable to the other for punitive damages or indirect, incidental or consequential damages, whether arising out of breach of this Agreement, tort (including negligence) or any other theory of liability, with the understanding that lost toll revenues other than those covered by liquidated damages payable hereunder shall be considered as consequential damages for purposes hereof, and each party hereby releases the other party from any such liability.
- 2) The foregoing limitations on Design-Builder's liability for punitive, indirect, incidental or consequential damages shall not apply to or limit any right of recovery Authority may have respecting the following:
 - a. Losses (including defense costs) to the extent (i) the loss is covered by the proceeds of insurance required to be carried hereunder or for which Design-Builder was required to provide insurance coverage even if such coverage is not in force, or (ii) the loss is covered by the proceeds of insurance actually carried by or insuring Design-Builder under policies solely with respect to the Project and the Work, regardless of whether required to be carried pursuant to the Contract Documents, or (iii) Design-Builder is deemed to have self-insured the loss pursuant to the Contract Documents;
 - b. Losses arising out of fraud, criminal conduct, intentional misconduct, recklessness, bad faith or gross negligence on the part of the Design-Builder or any Subcontractor;
 - c. Design-Builder's indemnities set forth in DB §107;
 - d. Design-Builder's obligation to pay liquidated damages in accordance with the Contract Documents, subject to the cap specified in Article 9.1(1)(b);
 - e. Losses arising out of any release or threatened release of Hazardous Material (i) which was brought onto the Site by Design-Builder or Subcontractors, or (ii) which was negligently removed or handled by Design-Builder or Subcontractors, regardless of the source, origin or method of deposit of such Hazardous Materials; and
 - f. Any other consequential damages arising from a breach of this Agreement by Design-Builder that occurs prior to Final Acceptance, subject to an aggregate cap in the amount of \$1,000,000.

ARTICLE 10. PROJECT ORGANIZATION AND SERVICE OF NOTICE. Notices under the Contract Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by telefacsimile or email communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by the party to whom delivery is to be made):

Article 10.1. Authority's Project Organization. See *Part 2, DB §105-1* for specific information regarding the Authority's Project organization.

New York State Thruway Authority

The following information is the contact information for the Authority's Project Manager. The Authority's Project Manager will serve as the main point of contact for the Design-Builder. All notices should be sent to the Authority's Project Manager at the following address (or to such other address as may from time to time be specified in writing by the Authority):

Name: [REDACTED] (Interim Project Manager)
Address: New York State Thruway Authority, New York Division Suffern, Suite 400,
4 Executive Boulevard, Suffern, NY 10901
Telephone No.: (845) 918-2501
Fax No.: (845) 918-2594
Email: [REDACTED]

In addition, copies of all notices regarding nonpayment, suspension, disputes, termination and default shall be delivered to the Authority's General Counsel at the following address (or to such other address as may from time to time be specified in writing by the Authority):

Name: [REDACTED] General Counsel
Address: New York State Thruway Authority, 200 Southern Boulevard, Albany, NY
12209
Telephone No.: (518) 436-2965
Fax No.: (518) 471-4340
Email: [REDACTED]

Article 10.2. Design-Builder's Project Organization. See *Part 2, DB §108-3* and *Part 9 – Design-Builder's Proposal* for specific information regarding the Design-Builder's Project Organization.

The following information is the contact information for the Design-Builder's Project Manager. The Design-Builder's Project Manager will serve as the main point of contact for the Authority. All notices should be sent to the Design-Builder's Project Manager at the following address (or to such other address as may from time to time be specified in writing by the Design-Builder):

Name: [REDACTED]
Address: 120 White Plains Road, Suite 310, Tarrytown, NY, 10591
Telephone No.: (914) 606-3600
Fax No.: (914) 631-1201
Email: [REDACTED]

In addition, copies of all notices to proceed and suspension, termination and default notices shall be delivered as follows (or as may otherwise be specified in writing from time to time by the Design-Builder):

Name: [REDACTED]
Address: 100 Fluor Daniel Drive, Greenville, SC 29607-2770
Telephone No.: (864) 281-4557
Fax No.: (864) 281-8818

Email: [REDACTED]

Article 10.3. Receipt of Notices. Notices shall be deemed delivered when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, notices sent by telefacsimile after 4:00 p.m. Eastern Standard or Daylight Time (as applicable) and all other notices received after 5:00 p.m. on a business day or at any time on a non-business day shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m. on a business day). Any technical problem or any failure of any kind preventing the Design-Builder from delivering notice in accordance with the Contract shall be the sole responsibility of the Design-Builder.

ARTICLE 11. LICENSING. Any professional services regulated by Articles 145, 147, and 148 of the New York State Education Law to be performed under the Contract shall be performed by a professional licensed in accordance with such articles.

ARTICLE 12. INSURANCE. General Conditions. The Design-Builder must procure and maintain insurance of the kinds and in the amounts specified herein, covering all Work under this Contract, whether performed by the Design-Builder or its Subcontractors, as specified in this Article 12. Except as otherwise expressly provided in Article 12.2, all such insurance shall be in place prior to commencement of Work under this Contract, and maintained until this Contract is completed and the Authority has accepted all Work performed hereunder. Insurance covering the re-performance of any Work during the Warranty Period will be governed by the Authority's Occupancy and Work Permit Guidelines, with the appropriate types and limits of insurance to be set based on the scope of work being performed.

- 1) All insurance required by this Contract shall be obtained at the sole cost and expense of the Design-Builder.
- 2) All insurance required by this Contract shall be maintained with insurance carriers licensed, or authorized as excess or surplus lines, to do business in New York State, with an A.M. Best Company rating of "A-" or better, with a Financial Size Category of XII or higher and otherwise acceptable to the Authority.
- 3) All insurance required by this Agreement shall be primary to any Authority insurance policy or Authority self-insurance program, which shall be excess and non-contributory.
- 4) The Design-Builder shall require that all Subcontractors carry Workers' Compensation, Disability Benefits and Commercial General Liability insurances in accordance with Article 12.2. The limits under the Commercial General Liability policy shall be commensurate with the work performed by the Subcontractor. The Design Builder shall impose additional insurance requirements on the Subcontractor as applicable. Certificates of insurance showing the Subcontractor's compliance with the insurance requirements shall be collected and maintained by the Design Builder and will be furnished to the Authority upon request.
- 5) The Design-Builder shall furnish the Authority with certificate(s) of insurance complying with the requirements set forth in Article 12.1(16) below. The Design-Builder shall furnish the Authority with a sample copy of each Endorsement required herein within 10 days following execution of this Agreement and a copy of each such Endorsement within 10 days

of issuance thereof. For work to be performed within New York State, proof of Workers' Compensation and Disability Benefits Insurance shall be submitted on the appropriate forms as listed in Article 12.2 below. At least seven days prior to the expiration of any policy required by this Contract, the Design-Builder shall promptly deliver to the Authority a certificate or certificates of insurance with respect to each renewal of such policy or policies.

- 6) All policies, by specific endorsement, shall provide for written notice to the Authority no less than 30 days prior to the suspension, voiding, cancellation or nonrenewal of any insurance policies referred to therein, except for non-payment of premium, in which case 10 days' notice shall be required. Any such notice shall be delivered to: Insurance Compliance Section, Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York 12201-0189.
- 7) If insurance policies utilized contain deductibles, they must be declared as such with applicable levels on the Certificate(s) of Insurance and the Authority Supplemental Insurance Certificate. Any such deductibles shall be commercially reasonable for companies similar to the Design-Builder with respect to net asset value and scope of business. Deductibles shall not be applied against the Authority. Insurance policies with deductibles in excess of \$1,000,000 will require review and approval by the Authority. Additional security or other requirements may be imposed at the sole discretion of the Authority. If, at any time during the term of the Contract, the Authority, in its sole discretion, determines that the Design-Builder is not paying any of its deductibles or self-insured retentions, the Authority may require the Design-Builder to provide collateral securing its obligation to pay all or any part of the deductible or self-insured retention on any or all policies of insurance or, if Design-Builder fails to provide such collateral, to withhold from payments due the Design-Builder such amount as the Authority deems appropriate to cover such deductibles or self-insured retentions.
- 8) Insurance policies with Self-Insured Retentions (SIR's) of up to \$1,000,000 will generally be accepted when the SIR program is administered by a third party administrator and a complete description of the program is provided to the Authority. Self-Insured Retention programs in excess of \$1,000,000 must receive prior approval and may be required to meet additional security requirements. The Authority, at its sole discretion, reserves the right to require the Design-Builder to provide additional collateral or to reject the use of an SIR by the Design-Builder. The Design-Builder will be solely responsible for all claims expenses and loss payments within the retention limit.
- 9) The Design-Builder shall provide certified copies of all declarations pages or of the insurance policies themselves, upon request by the Authority, within 20 days of such request.
- 10) Failure of the Authority to demand such certificates, policies, endorsements, or other evidence of full compliance with the Authority's insurance requirements, or failure of the Authority to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of the Design-Builder's obligation to maintain such insurance.
- 11) At least two weeks prior to the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Authority than the expiring policies shall be delivered to the Authority in the manner required for service of notice in Article 12.1(5) above.

- 12) If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Agreement or proof thereof is not provided to the Authority, the Design-Builder's right to proceed with the Work shall immediately cease. The Design-Builder shall not resume Work on the Project until authorized to do so by the Authority. Any delay, time lost, or additional cost incurred as a result of the Design-Builder not having insurance required by the Contract or not providing proof of same in a form acceptable to the Authority shall not give rise to a delay claim or any other claim against the Authority. Should the Design-Builder fail to provide or maintain any insurance required by this Contract, or fail to provide proof thereof to the Authority in accordance with this Contract, the Authority may, in its sole discretion: (a) withhold further Contract payments; (b) treat such failure as a breach or default of the Contract for which remedies include the right to terminate the Contract; (c) after providing written notice to the Design-Builder, require the Surety, if any, to secure appropriate coverage; and/or (d) purchase insurance complying with the Contract and reduce the Contract Price by the amount paid for such insurance plus any administrative costs incurred by the Authority in obtaining the insurance.
- 13) By requiring insurance, the Authority does not represent that certain coverages and limits will necessarily be adequate to protect the Design-Builder, and such coverages and limits shall not be deemed a limitation on the Design-Builder's liability under the indemnities granted to the Authority under any provision of this Contract.
- 14) The Design-Builder and its Subcontractors shall waive all rights against the Authority and its agents, officers, directors, and employees, for the recovery of damages to the extent these damages are covered by the CGL, Business Auto, Excess, Marine Protection & Indemnity, and Environmental policies, as required.
- 15) The Design-Builder shall provide a copy of these Insurance Requirements to its insurance producer(s) and insurance carrier(s).
- 16) Each certificate of insurance shall state the identity of all carriers, the identity of the named insureds, the type of coverage, the description of policy limits, the deductibles, the other essential policy terms, and a statement of non-cancellation, and shall:
 - a. Be on ACORD Form 25 accompanied by the Authority Supplemental Insurance Certificate (Form TA-W51343-9), for each insurance carrier involved;
 - b. Be signed by an authorized representative of the insurance carrier or producer;
 - c. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Agreement;
 - d. Specify the Additional Insureds and Named Insureds as required herein;
 - e. Refer to this Contract by number on the face of the certificate; and
 - f. Expressly reference the inclusion of all required endorsements.
- 17) The following requirements apply to policies required to be provided by the Design-Builder:

- a. Policies required under Articles 12.2(A), (B), (F), (I) and (J) shall name the Authority, the State and their respective employees, agents, and consultants, any municipality in which the Work is being performed, and any railroad or public utility whose property or facilities are affected by the work, as additional insureds. The endorsement shall be effected by endorsement of the applicable policy using ISO form CG 20 10 11 85 or a form(s) that provides equivalent coverage.
- b. Policies required under Articles 12.2(A), (B), (F), (G), (I) and (J) shall include a waiver of any right of subrogation against the additional insureds and their respective members, directors, officers, employees, agents, and consultants. The Design-Builder waives any right of action it and/or its insurance carrier might have against the Authority (including its employees, Board members or agents) for any loss, whether or not such loss is insured.
- c. Policies required under Article 12.2, except Professional Liability/Errors & Omissions, shall provide coverage on an "occurrence" basis, not a "claims made" basis.

Article 12.2. Coverages and Limits. The specific types and amounts of insurance that the Design-Builder must provide pursuant to this Contract are as follows:

- A. Commercial General Liability Insurance --- The Design-Builder shall maintain through a combination of Commercial General Liability (CGL) and Commercial Umbrella Liability insurance, with no less than the following limits and coverages:

Each Occurrence Limit:	\$200,000,000
General Aggregate:	\$200,000,000
Products/Completed Operations Aggregate:	\$200,000,000
Personal/Advertising Injury Liability:	\$200,000,000
Fire Damage Legal Liability:	\$ 100,000
Medical Expense:	\$ 5,000

CGL Insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations for a minimum of five years following Final Acceptance, personal injury, advertising injury, and contractual liability.

Explosion, Collapse and Underground Hazards coverage (XCU) is required.

The General Aggregate shall apply separately to the subject matter (Project) of the Contract, and the Design-Builder shall provide an appropriate Project Endorsement, using ISO Form CG 25 03 11 85 or its equivalent, to the Authority for this purpose.

- B. Commercial Umbrella and/or Excess Liability Insurance --- When the limits of the CGL, and Auto, policies procured are insufficient to meet the limits specified, the Design-Builder shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary policies. Any insurance maintained by the Authority or any additional insured shall be considered excess of and shall not contribute with any other insurance procured and maintained by the Design-Builder including primary, umbrella and excess liability regardless of the "other insurance" clause contained in either party's policy. Excess policies will be deemed to follow form if the same

exclusions apply, even if the form of the excess carrier is used, or as required by applicable treaties or other law.

- C. Builders' Risk Insurance --- The Design-Builder shall provide a Builders' Risk Insurance policy covering all risk of direct physical loss or damage to property of every kind and description intended to become a permanent part of, or consumed in, the fabrication, assembly, installation, erection or alteration of the Project. The coverage limit shall be the greater of \$50,000,000 or the Probable Maximum Loss (PML) that the Design-Builder determines for the Project, including the value of any equipment, supplies and/or material for the Project that may be in storage (on or off the Site) or in transit (on any one conveyance). Such policy shall cover the value of the work performed, as well as the value of any equipment, supplies, and/or material for the project that may be in storage (on or off the site) or in transit (on any one conveyance). The policy shall cover the cost of removing debris, including demolition, as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented structures used to facilitate the Work such as staging towers and forms and property of the Authority held in its care, custody and/or control. (Note – it is not the intention to have the Design-Builder insure the existing Tappan Zee bridge, which is separately insured by the Authority.) Such policy shall provide that, upon achievement of Crossing Substantial Completion, the Occupancy Clause in such policy is deleted and a Permission to Occupy endorsement is added. Such policy shall name as insureds the Authority and the Design-Builder. In addition, the Builders' Risk policy shall contain coverage provisions or endorsements that provide for the following:

- Earthquake, Flood and Windstorm, with a sub-limit equal to the greater of \$50,000,000 or the PML, but not to exceed \$500,000,000;
- Pollutant Clean-up;
- Expediting Expenses;
- Debris removal sub-limit shall be a minimum of \$10,000,000 or 20% of the PML, whichever is higher;
- The Authority and the Design-Builder shall be named as loss payee for the Work in order of precedence as their interest may appear;
- In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company; and
- In the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: the "Authority is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefor."

The Design-Builder is responsible for payment of any deductible or self-insured retention.

- D. Professional Liability/Errors and Omissions --- The Design-Builder shall provide project-specific Professional Liability or Errors and Omissions Insurance with limits not less than \$50 million per claim and aggregate.

The professional liability coverage shall be provided on a primary basis and shall apply to the activities of all design, engineering, and construction management professionals assigned to the

Project. The policy shall have a retroactive date no later than the date on which the RFP was issued. The policy shall have an extended reporting period (ERP) of five years after Final Acceptance. The named insureds shall include all Persons performing professional services for the Project hereunder. Notwithstanding the foregoing, the Design-Builder may rely on separate insurance to cover professional services performed by its employees, in lieu of being named as an insured on the project-specific policy, provided that the form and amount of such insurance shall be subject to approval by the Authority.

- E. Railroad Protective Liability Insurance --- In the event that any work under the Contract is to be performed on or within 50 ft. of railroad property or railroad right-of-way, the Design-Builder shall provide and maintain a Railroad Protective Liability (RRP) Policy in the amounts required by the respective railroad. *See Part 7 – Engineering Data* for the MNRR requirements.

The policy must name the Railroad as the Named Insured. No Additional Insureds will be listed on the policy (see requirements for the deletion of the 50' Railroad Exclusion on the Commercial General Liability policy).

Evidence of Railroad Protective Liability Insurance must be provided on the ACORD 25 insurance certificate form, a detailed Binder pending issuance of the policy, or on an ISO-RIMA or equivalent form approved by the Railroad and meet any other requirements as specified by the Railroad and or the Authority.

Definition of “physical damage to property” must be amended to mean direct and accidental loss of or damage to “all property of any Named Insured and all property in any Named Insured’s care, custody or control.”

- F. Business Auto Liability Insurance --- The Design-Builder shall maintain Business Automobile Liability coverage, with no less than a \$5,000,000 Combined Single Limit, which shall cover liability arising out of the use of any motor vehicle, whether owned, leased, hired, or non-owned in the performance of the Work. The Design-Builder shall maintain such insurance through the Final Acceptance Date; and shall also maintain such coverage after the Final Acceptance Date for vehicles used in the performance of any work related to the Project during the Warranty period. Coverage shall be provided on Insurance Services Office form number CA 001 (Ed. 7/97) or equivalent.

If the Agreement involves removing hazardous waste from the Project site, or the Project involves environmental exposures, pollution liability coverage equivalent to that provided under the ISO Broadened Pollution Liability Coverage for Covered Autos endorsement (ISO Form CA 99 48 03 06) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

- G. Workers’ Compensation Insurance --- For work to be performed in the State, the Design-Builder shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the Workers’ Compensation Law.

A U.S. Longshore and Harbor Workers’ Compensation Act Endorsement must be provided.

If any master and crew members of a vessel come under the Jurisdiction of the Jones Act, they shall provide evidence of Workers’ Compensation coverage, including a Maritime Coverage endorsement.

Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- 1) C-105.2 – Certificate of Workers' Compensation Insurance.
- 2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund.
- 3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

- H. NYS Disability Benefits Insurance --- For work to be performed in the State, the Design-Builder shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the Disability Benefits Law.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- 1) DB-120.1 – Certificate of Insurance Coverage under the NYS Disability Benefits Law.
- 2) DB-155 – Certificate of Disability Self Insurance.
- 3) CE-200 – Certificate of Attestation of Exemption. (Note: This form will only be accepted as evidence of an exemption from providing Disability Benefits.)

- I. Marine Protection & Indemnity --- The Design-Builder shall provide and maintain Marine Protection and Indemnity coverage under a marine policy providing coverage for all marine operations under the Contract, with a minimum limit of \$100,000,000. The Authority shall be endorsed as an additional insured under the policy. When the limits of the Marine Policy procured are insufficient to meet the limits specified, the Design-Builder shall procure and maintain an excess with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary policy. Any insurance maintained by the Authority or any additional insured shall be considered excess of and shall not contribute with any other insurance procured and maintained by the Design-Builder including the marine policy, regardless of the "other insurance" clause contained in either parties policy. To the extent marine operations are to be conducted by a Subcontractor and not the Design-Builder directly, the Design-Builder may cause the Subcontractor to provide and maintain the requisite Marine Protective and Indemnity coverage.

- J. Environmental Liability --- If the work involves abatement, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous material or substance including asbestos, lead and those defined by applicable State and Federal laws and regulations, the Design-Builder shall procure, or otherwise obtain and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than \$50,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the

Authority arising from the Design-Builder's work. Such policy shall contain an extended reporting period of three years following Final Acceptance. The State of New York, and the Authority shall be named as additional insured and coverage shall be primary.

Article 12.3. Lack of Insurance. If in any instance the Design-Builder has not performed its obligations respecting insurance coverage set forth in this Agreement or is unable to enforce and collect any such insurance for failure to assert claims in accordance with the terms of the insurance policies or to prosecute claims diligently, then for purposes of determining the Design-Builder's liability and the limits thereon or determining reductions in compensation due from the Authority to the Design-Builder on account of available insurance, the Design-Builder shall be treated as though it elected to self-insure up to the full amount of insurance coverage which would have been available had the Design-Builder performed such obligations and such failure had not occurred. If the Design-Builder is deemed to self-insure a claim or loss under this Article 12.3, then the Design-Builder's waiver of subrogation under Article 12.1(17)(b) shall apply as though it carried the required insurance.

ARTICLE 13. LIQUIDATED DAMAGES. TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT, AND IT IS IMPORTANT THAT THE WORK BE PURSUED VIGOROUSLY TO COMPLETION. THE PUBLIC IS SUBJECT TO DETRIMENT AND INCONVENIENCE WHEN FULL USE OF INFRASTRUCTURE CANNOT BE MADE BECAUSE OF DELAY IN COMPLETION OF THE PROJECT OR PORTION THEREOF, OR WHEN CLOSURES OCCUR. THE AUTHORITY IS SUBJECT TO LOSS OF TOLL REVENUES AND/OR ADDITIONAL ADMINISTRATIVE COSTS FOR MAINTENANCE, ENGINEERING AND INSPECTION WHEN (A) COMPLETION OF THE PROJECT OR PORTION THEREOF IS DELAYED, (B) CLOSURES OCCUR OR (C) THE WORK OTHERWISE INTERFERES WITH AUTHORITY'S ABILITY TO COLLECT CASH OR ELECTRONIC TOLLS.

Design-Builder shall pay liquidated damages to compensate the Authority for detriment suffered by the Authority and the public when full use of the infrastructure cannot be made, in the amounts specified in this Article 13. Design-Builder acknowledges and agrees that the liquidated damages are intended to constitute compensation solely for Design Builder's failure to meet the deadlines and obligations described in Articles 4.2, 4.3, 4.4, 4.5 and 4.6 of this Agreement, and shall not excuse Design-Builder from liability for any other breach of Contract requirements, including any failure of the Work to conform to applicable requirements. It is understood and agreed by Design-Builder that any liquidated damages payable in accordance with this Article 13 are in the nature of liquidated damages and not a penalty and that such sums are reasonable under the circumstances existing as of the date of execution and delivery of this Contract. Additional terms and conditions with respect to liquidated damages payable by Design-Builder are set forth in *Part 2, §108-5 - Liquidated Damages*.

Article 13.1. Liquidated Damages for Delay. Subject to the limitations specified in this Article 13.1, liquidated damages for delay in completion of the Work and achievement of interim milestones shall be assessed at the following rates:

- 1) \$15,000 per day for failure to remove all traffic from existing Tappan Zee Bridge by the Initial Traffic Relocation Deadline.
- 2) \$35,000 per day for failure to complete the final toll plaza configuration in accordance with *Part 3, Project Requirements, Section 26 – Toll Plaza*, and take all other action necessary for use of the toll plaza for combined manual and electronic toll revenue service by the Toll Plaza Completion Deadline.

- 3) \$100,000 per day for failure to achieve Crossing Substantial Completion and move all traffic to the final configuration, including landings, by the Crossing Completion Deadline.
- 4) \$120,000 per day for failure to achieve Physical Completion by the Physical Completion Deadline.
- 5) \$25,000 per day for failure to achieve Final Acceptance by the Final Acceptance Deadline.

The foregoing daily amounts shall be reduced by 50% in the event of a delay extending for more than two years from the applicable deadline, with full liquidated damages assessed for the first two years and 50% damages assessed thereafter.

If during any period the Design-Builder has failed to meet multiple deadlines subject to liquidated damages under this Article 13.1, the liquidated damage amounts specified above shall not be considered cumulative. In such event liquidated damages shall be assessed at the highest relevant daily rate.

Liquidated damages under this Article 13.1 are subject to the overall cap on Design-Builder's liability set forth in Article 9.1(1)(b).

The fact that Authority has agreed to accept liquidated damages as compensation for its damages associated with any delay in meeting the Initial Traffic Relocation Deadline, Crossing Completion Deadline or Physical Completion Deadline shall not preclude Authority from exercising its other rights and remedies respecting the delay set forth in DB §108-8 other than the right to collect damages due to the delay, except that Authority agrees not to exercise such other rights and remedies respecting a delay in completion during the first 180 days after such Contract Deadline so long as (a) the Project Schedule demonstrates that Design-Builder is capable of meeting such Contract Deadline within 180 days after the Contract Deadline, (b) Design-Builder diligently performs the Work in accordance with said schedule, and (c) Design-Builder is not in default of its obligation to pay liquidated damages owing hereunder.

Article 13.2. Liquidated Damages for Lane Closures and Toll Lane Closures. Subject to the limitations specified in this Article 13.2, liquidated damages shall be assessed for lane closures and toll lane closures, as follows:

- 1) \$500 per minute for any lane closure that provides fewer open lanes than the number specified in "Lanes Required to be Maintained for Traffic Control" in Appendix II of this Agreement and *Part 3, Project Requirements, Section 17 – Work Zone Traffic Control and Access*.
- 2) An additional \$1,000 per minute for any lane closure that provides fewer than three open lanes in a specified direction during periods when four open lanes in that direction are specified in "Lanes Required to be Maintained for Traffic Control" in Appendix II of this Agreement and *Part 3, Project Requirements, Section 17 – Work Zone Traffic Control and Access*.
- 3) \$14,000 per hour (or fraction thereof) during which the Authority is unable to collect electronic (E-ZPass) tolls during weekday peak hours as a result of any action or failure to act by the Design-Builder or any Subcontractor (that is, E-ZPass capability is entirely shut down on all toll lanes), provided that the liquidated damage amount during the AET Period shall be \$18,500 per hour (or fraction thereof).

- 4) \$10,500 per hour (or fraction thereof) during which the Authority is unable to collect electronic (E-ZPass) tolls at times other than weekday peak hours as a result of any action or failure to act by the Design-Builder or any Subcontractor, provided that the liquidated damage amount during the AET Period shall be \$14,000 per hour (or fraction thereof).
- 5) \$4,500 per hour (or fraction thereof) during which the Authority is unable to collect cash tolls during weekday peak hours as a result of any action or failure to act by the Design-Builder or any Subcontract (that is, cash collection capability is entirely shut down on all toll lanes), provided that no liquidated damages under this subparagraph (5) will be assessed during the AET Period.
- 6) \$3,500 per hour (or fraction thereof) during which the Authority is unable to collect cash tolls at times other than weekday peak hours as a result of any action or failure to act by the Design-Builder or any Subcontractor, provided that no liquidated damages under this subparagraph (6) will be assessed during the AET Period.
- 7) If any action or failure to act by the Design-Builder or any Subcontractor causes an unscheduled disruption in electronic toll collection capability for any lane, for the period between the time the disruption occurs and the time the lane is shut down or converted to cash only, an amount equal to the positive difference (if any) between (i) the liquidated damages amount per hour (or fraction thereof) applicable in the event of a full shutdown of E-ZPass capability during such period, and (ii) the actual amount of tolls collected from operative lanes during such period.

Liquidated damages for lane closures under subparagraphs 1 and 2 above are subject to a cap of \$250,000/day. Liquidated damages under subparagraphs 3 through 7 above shall be assessed only to the extent that the sum of said liquidated damages and actual tolls collected for the day is less than or equal to \$365,000/weekday or \$334,000/weekend day. Liquidated damages under this Article 13.2 are subject to the overall cap on Design-Builder's liability set forth in Article 9.1(1)(b).

For purposes of calculating liquidated damages for toll-revenue impacts under items 3 through 7 of this Article 13.2, weekdays are defined as Monday through Friday, excluding holidays, and peak hours are defined as 5:00 a.m. to 11:00 a.m. A five minute grace period will be allowed before liquidated damages are assessed for toll revenue impacts under items 3 through 7 of this Article 13.2; but the grace period shall not apply in determining whether the impact period exceeds one hour, so that two hours of liquidated damages will apply if the impact lasts more than 60 minutes.

The fact that Authority has agreed to accept liquidated damages as compensation for its damages associated with subparagraphs 1 through 7 above shall not preclude Authority from exercising any of its rights and remedies respecting such breach under the Contract, other than the right to collect damages for such breach.

ARTICLE 14. SUCCESSORS AND ASSIGNS. This Agreement shall bind the successors, assigns, and representatives of the parties hereto.

ARTICLE 15. STANDARD CLAUSES. The parties to the Agreement agree to be bound by the standard clauses for all New York State Thruway Authority Construction Contracts and Federally-Funded Procurement Contracts set forth in Appendix III to this Agreement, which are hereby made a part of the

Contract. References to the “Contractor” in Appendix III shall be deemed to mean and refer to Design-Builder. Design-Builder shall include a copy of Appendix III in all Subcontracts and ensure that its Subcontractors comply with the standard clauses set forth in Appendix III.

ARTICLE 16. FEDERAL REQUIREMENTS. Refer to Appendix IV hereto for the required federal clauses. In the event of any conflict between any applicable federal requirements and the other requirements of the Contract Documents, the federal requirements shall prevail, take precedence and be in force over and against any such conflicting provisions, but only to the extent of the conflict. The approved overall DBE participation goal for the Project is established at 10% of the Contract Price. Design-Builder shall include a copy of Appendix IV in all Subcontracts and ensure that its Subcontractors comply with the required federal clauses.

ARTICLE 17. PROJECT LABOR AGREEMENT. The Authority has approved a Project Labor Agreement for the Project.

Design-Builder shall comply with, and ensure its Subcontractors comply with, the terms and conditions of the Project Labor Agreement attached hereto as Appendix VI.

ARTICLE 18. ETHICS CONFIDENTIALITY AND REQUIRED CERTIFICATIONS.

Article 18.1. Ethics. During the term of this Agreement, Design-Builder and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the Authority or the State to perform services in violation of: the provisions of the Public Officers Law, other laws applicable to the service of current or former Authority or New York State employees, and/or the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics or its predecessors (collectively, “Ethics Provisions”). Design-Builder certifies that all of its employees and those of its Subcontractors who are former employees of the Authority or the State and who are assigned to perform services under this Agreement shall be assigned in accordance with all Ethics Provisions. Further, during the term of this Agreement, no person who is employed by Design-Builder or its Subcontractors and who is disqualified from providing services under this Agreement pursuant to any Ethics Provision may share in any net revenues Design-Builder or its Subcontractors derives from this Agreement.

Design-Builder shall identify and provide the Authority with notice of those employees of Design-Builder or its Subcontractors who are former employees of the Authority or the State and will be assigned to perform services under this Agreement. The Authority may request that Design-Builder provide it with whatever information Authority deems appropriate about each such person’s engagement, work cooperatively with the Authority to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by Authority, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under this Agreement is in conflict with any Ethics Provision.

Article 18.2. Confidentiality and Non-Disclosure. Design Builder shall remain subject to the terms and conditions of the Confidentiality and Non-Disclosure Agreement dated as of February 8, 2012 between the Design-Builder and the Authority, provided that the term “Confidential Information” therein shall be deemed to include any information described in section 2 thereof and disclosed to the Design-Builder in connection with the performance of this Agreement (whether or not disclosed to the Design-Builder in connection with the RFP). Without limiting the foregoing, the Design-Builder shall comply

with section 4(a) of such agreement, provided that permitted use thereunder shall include use to the extent necessary for the Design-Builder to perform its obligations under this Agreement.

Article 18.3. New York State Finance Law Sections 139-j and 139-k. By execution of this Agreement, Design-Builder certifies that all information Design-Builder has provided to the Authority with respect to New York State Finance Law Sections 139-j and 139-k is complete, true and accurate. The Authority shall have a right to terminate this Agreement in the event the Authority finds that the certification made by the Design-Builder in accordance with New York State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. This includes the Authority's right to terminate this Agreement at any time in the event the Authority finds that Design-Builder is non-responsible or has failed to accurately disclose vendor responsibility information.

Article 18.4. Covenant Against Contingent Fees. Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working for Design-Builder, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. In the event Design-Builder violates this warranty, Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from payments otherwise owed to the Design-Builder for services provided pursuant to this Agreement the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

Article 18.5. Performance Security. The Design-Builder has delivered a Payment Bond and a Performance Bond to the Authority, copies of which are attached hereto as Appendices VII and VIII. Fluor Corporation (the parent company of Fluor Enterprises, Inc.), American Bridge Holding Company (the parent company of American Bridge Company), Granite Construction Incorporated (the parent company of Granite Construction Northeast, Inc.), and Traylor Bros., Inc. have each executed and delivered a guaranty of the Design-Builder's obligations under the Contract Documents to the Authority concurrently with the execution of this Contract, a copy of which is attached hereto as Appendix IX. Such bonds and guaranties assure performance of the Design-Builder's obligations hereunder and shall be maintained in full force and effect throughout the duration of this Contract. Following Final Acceptance, the Design-Builder may request the Authority to allow replacement of the Performance Bond with a bond in the amount of 10% of the Contract Price, guarantying performance of Work required to be performed during the period following Final Acceptance, including Warranty Work. The request shall identify the amount of any premium reduction and other monetary benefits that will accrue to the Design-Builder or Principal Participants as a result of the replacement. The Authority shall have sole discretion to decide whether or not to accept a replacement bond, and may condition its acceptance on a reduction in the Contract Price equal to the monetary benefits associated with the replacement.

Article 18.6. Compliance and Integrity Monitoring. In the event that any Principal Participant is or becomes subject to a compliance monitoring requirement consequent to an agreement with a Governmental Person at any time prior to Final Acceptance, the Design-Builder shall promptly notify the Authority of the same. Compliance monitoring means any requirement imposed by a Governmental Person arising from an investigation of a Principal Participant's activities concerning alleged compliance violations, pursuant to which the subject entity is obligated to allow an independent third party to review, analyze, investigate or report on that entity's future compliance with Governmental Rules and/or contractual requirements arising from Governmental Rules. Said notice shall be in writing and shall include (i) a copy of the order, settlement or other document setting forth the requirement to implement a monitoring program and (ii) the specific requirements and conditions of the required program. If the order, settlement or other document is subject to a confidentiality protection that cannot be unilaterally

waived by the Design-Builder or the entity that is subject to the requirement, the Design-Builder shall cause the subject entity to confirm that it is subject to a compliance monitoring requirement and to provide a confidential summary of the terms and conditions of the monitoring requirement to the Design-Builder, with a copy to the Authority.

The Design-Builder shall further cause the subject entity to promptly notify the Design-Builder, with a copy to the Authority, of any violations of the monitoring program by the subject entity and of any other concerns expressed by the monitor regarding compliance with the monitoring program requirements. In such event, Design-Builder shall provide to the Authority a detailed written report as to whether and to what extent, if any, the violation or concerns expressed by the monitor are relevant to Design-Builder's compliance with its Contract obligations, or to the performance of Work by the Design-Builder. The Authority shall at all times have the right to independently investigate whether any matter raised by the monitor will have any effect upon the Design-Builder's compliance with its Contract obligations or performance of Work by the Design Builder and/or subject entity. If any such violation occurs or concerns expressed by the monitor involve compliance requirements that are deemed by the Authority to be relevant to the Project, the Authority shall have the right to require the Design-Builder to institute, at Design-Builder's expense, additional data keeping, reporting, and/or other safeguard measures, including permitting independent auditing and access to pertinent records of the Design-Builder or the subject entity to mitigate risk that a similar violation will occur on the Project or be a cause for concern with respect to the Design-Builder's performance of its obligations under the Contract. The Authority's audit rights under the Contract shall include the right to audit and access pertinent records of the Design-Builder or the subject entity relating to compliance issues described herein.

The Authority agrees to take all reasonable measures to maintain the confidentiality (to the extent permitted by law) of any information provided by Design-Builder and/or the subject entity pursuant to this Article 18.6 which the Design-Builder has reasonably designated as confidential, and the provisions of Appendix III, Section 9, of the Agreement shall apply with respect to disclosure of any such Records under the Statute (as defined in such section). Any intra-agency written materials prepared by the Authority, or any written inter-agency materials that are in the possession or control of the Authority, to the extent based on information or records designated as confidential or exempt from disclosure under the Statute as provided in the preceding sentence, shall also be designated and treated as such by the Authority to the fullest extent permitted by law. The Authority may disclose any of the aforementioned information, records and materials to the Department, provided that the Department agrees to treat such information, records and material in the same manner as required of the Authority under this paragraph.

The rights and remedies granted to the Authority under this Article 18.6 are in addition to, and not to the exclusion of, any and all of its rights and remedies under the Contract or at law or in equity.

ARTICLE 19. FINANCIAL REPORTING REQUIREMENTS.

Article 19.1. Financial Statements and Information. Design-Builder shall furnish, or cause to be furnished, to the Authority such information and statements as the Authority may reasonably request from time to time for any purpose related to the Project, the Work or the Contract Documents. In addition, Design-Builder shall deliver to the Authority the following financial statements for each Principal Participant and each Guarantor at the times specified below and in accordance with Articles 19.2, 19.3 (if applicable) and 19.5:

- 1) within 120 days after the end of each fiscal year, a complete set of audited annual financial statements; and

- 2) within 90 days after the end of each semi-annual period, audited semi-annual financial statements or, for any entity that does not have its financial statements audited on a semi-annual basis, unaudited financial statements certified by its Chief Financial Officer as complete and correct, subject to changes resulting from year-end adjustments.

Article 19.2. Content of Financial Statements and Information. Financial Statements provided under this Article 19 shall:

- 1) Include the following:
 - a) Certified Auditor's Report and Opinion letter (except to the extent unavailable for semi-annual financial statements);
 - b) Balance Sheet;
 - c) Income Statement;
 - d) Statement of Cash Flows;
 - e) Footnotes; and
 - f) Additional Supporting Information, as needed.
- 2) Be prepared and presented using IAS or US GAAP; and
- 3) Be provided in United States dollars where practical, provided that financial statements provided in other currencies will be allowed if the conversion rates for each exhibit are clearly stated and can be confirmed.

In addition, Design-Builder shall identify (or direct to the appropriate footnote or reference in the supplemental information) all instances of off-balance sheet or contingent liability accounting exceeding USD \$10 million and describe such liability and its potential exposure in full detail.

Article 19.3. SEC Filings. If any entity for which financial information is required to be submitted under this Article 19 files reports with the Securities and Exchange Commission, then:

- 1) For the purposes of Article 19.1(1), the requisite financial statements shall be provided by submittal of a copy of its annual report on Form 10-K; and
- 2) In addition to the submittal requirements under Article 19.1, a copy of any report filed by such entity on Form 10-Q or Form 8-K since the latest filed Form 10-K shall be provided to the Authority promptly upon filing of same with the Securities and Exchange Commission.

Article 19.4. Cooperation. Design-Builder shall cooperate and provide, and shall cause the Subcontractors to cooperate and provide, such information as is necessary or requested by the Authority to assist or facilitate the submission by the Authority of any documentation, reports or analysis required by the State, FHWA and/or any other Governmental Person with jurisdiction over the Project.

Article 19.5. Electronic Submission. To the extent possible, all reports and information furnished, or caused to be furnished, by Design-Builder under this Article 19 shall be delivered electronically.

Article 19.6. Material Adverse Changes in Financial Position. Design-Builder shall promptly notify the Authority of, and shall provide an explanation for, any material adverse change in financial position (including business, assets, financial condition, Tangible Net Worth and/or credit rating) of any

Principal Participant that was not reflected in or differs from the financial position reflected in the latest financial statements submitted under this Article 19 for such entity. Upon the occurrence of any such material adverse change, Design-Builder shall forthwith provide the Authority with an assessment regarding the effect of such change on Design-Builder's ability to complete its obligations under the Contract, together with a draft plan, for the Authority's review and approval, in its sole discretion, identifying measures that will be taken to ensure that Design-Builder is in sound position financially to perform all such obligations. Design-Builder shall address and/or resolve any comments received from the Authority in consultation with the Authority. Design-Builder shall promptly and diligently carry out any approved plan in accordance with its terms.

ARTICLE 20. MONTHLY EMPLOYMENT REPORT FORM.

Design-Builder shall complete and submit to the Authority's Project Manager a monthly employment report in the form attached hereto as Appendix IV, Attachment 8, for each calendar month from the date of Notice to Proceed until acceptance and completion of the Contract. Design-Builder shall provide the required information for its own workforce as well as the workforce of all Subcontractors that were active on the Project for the reporting month. The form is due no later than the 10th day of each calendar month for the preceding month's data.

ARTICLE 21. FURTHER ASSURANCES

The Design-Builder shall promptly execute and deliver to the Authority all such instruments and other documents and assurances as are reasonably requested by the Authority to further evidence the obligations of the Design-Builder under the Contract.

ARTICLE 22. SEVERABILITY

If any clause, provision, section, article or part of any of the Contract Documents is ruled invalid by a court having proper jurisdiction, the invalidity or unenforceability of any such clause, provision, section, article or part shall not affect the validity or enforceability of the balance of this Contract Documents, which shall be construed and enforced as if the Contract Documents did not contain such invalid or unenforceable clause, provision, section, article or part.

New York State Thruway Authority

IN WITNESS WHEREOF, this Agreement has been executed by the Authority, acting by and through the Authority's Executive Director, and the Design-Builder or its appointed representative, which has executed this Agreement on the day and year first written above.

Recommended by

Contract No. D214134

In addition to the acceptance of this Agreement, the Authority certifies that original or original duplicates of this signature page will be attached to all original or original duplicates of this Agreement.

**NEW YORK STATE THRUWAY
AUTHORITY**

TAPPAN ZEE CONSTRUCTORS, LLC

By: _____
Name: _____

Title: Executive Director

By: _____
Name: _____

Title: President

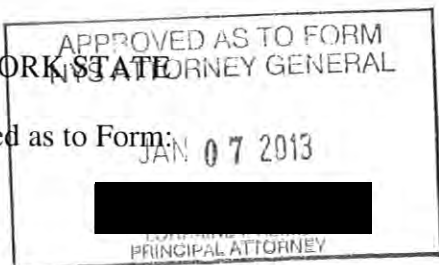
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Employer I.D. #46-0560564

NEW YORK STATE

Approved as to Form: JAN 07 2013



Attorney General

Approved:

New York State Comptroller

CORPORATE ACKNOWLEDGMENT

STATE OF _____ }
 : SS.:
 COUNTY OF _____ }

On the _____ day of _____ in the year _____ before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the _____ (president or other officer or director or attorney in fact duly appointed) of the _____ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

 Notary Public

ACKNOWLEDGMENT FOR OTHER ENTITIES (in New York)

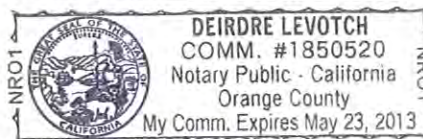
STATE OF NEW YORK }
 : SS.:
 COUNTY OF _____ }

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 Notary Public

ACKNOWLEDGMENT FOR OTHER ENTITIES (outside of New York)

STATE OF CA }
 : SS.:
 COUNTY OF ORANGE }



On the 30th day of November in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance

ep, ORANGE, CA

APPENDIX I
PROJECT SCOPE

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1.0 INTRODUCTION AND GENERAL PROVISIONS

Both the Environmental Documentation and the Contract Documents present technical concepts and specific options that could be employed to implement the Project. However, the Agencies' intent is to allow a creative approach to the Project rather than confine the Design-Builder to the concept designs or prescriptive elements in the Environmental Documentation.

Any design concepts developed by the Design-Builder shall not result in environmental impacts beyond the limits of those presented in the Environmental Documentation and the Contract Documents.

This Appendix I to the Agreement provides a summary description of the physical components of the Project that the Design-Builder shall design, construct, and/or install, and of the scope of certain Options that the Authority may exercise pursuant to Article 1.2 of the Agreement.

The Design-Builder shall not rely solely on the description contained in this *Part 1 – Agreement, Appendix I*, to identify all Project components (and components of Options, if exercised pursuant to Article 1.2 of the Agreement) to be designed, constructed, and/or installed. The Design-Builder shall be responsible for understanding the full scope of the Project and any Options exercised pursuant to Article 1.2 of the Agreement through thorough examination of the Contract Documents and the Project Site or as may be reasonably inferred from such examination, as well as assessment of construction access and staging requirements and the implications to existing Thruway facilities.

The Design-Builder shall perform all design engineering and analysis; provide construction engineering and inspection services; provide quality control and quality assurance services; and furnish, construct, and/or install all materials and components of the Project (and any Options exercised pursuant to Article 1.2 of the Agreement) necessary to meet the requirements of the Contract Documents, except where the Authority will furnish and/or install items as listed in Section 4.0 of this Appendix.

1.1 Basis of Scope of the Project

The Scope of the Project, Project Limits and Basic Project Configuration outlined in this *Part 1 – Agreement, Appendix I*, are based on the two concept design options presented in the Environmental Documentation, termed a short span option and a long span option.

The Design-Builder is not bound to the concept designs in the Environmental Documentation and is encouraged to innovate to develop Crossing solutions that provide the best value long-term investment, minimize environmental impacts, maximize future adaptability, and promote efficiency of cost and construction duration. The Agencies have adopted the Design-Build process for a number of reasons amongst which is the desire to ensure that there is opportunity for a broad range of construction and design expertise to be engaged in the development of the final design and construction solution for the Crossing.

The following summarizes the major features of the two concept design options in the Environmental Documentation that were developed to establish the Project Limits:

1. General
 - a) All highway lanes on one level;

- b) Replacement Crossing overlaps the existing Governor Malcolm Wilson Tappan Zee Bridge (the existing bridge) to minimize impacts to adjacent properties;
- c) Total deck width: [REDACTED] westbound plus [REDACTED] eastbound;
- d) Shared use path from Smith Avenue in Rockland County to South Broadway (Route 9) in Westchester County; and
- e) Constant highway grades between both abutments and the main spans.

2. Approach Spans

- a) Short span option: average span lengths of [REDACTED] with a constant deck depth of [REDACTED]
- b) Long span option: average span lengths of [REDACTED] with a constant deck depth of [REDACTED]
- c) Eastbound and westbound lanes on structures separated by a minimum of [REDACTED] feet to provide a possible location for Potential Future Loading (separation increases towards the main spans to allow for possible central supports and reduces towards the Rockland Landing to avoid impacts to Interchange 10 and adjacent properties); and
- d) Foundations and substructure sized to allow for Potential Future Loading.

3. Main Span

- a) Both cable-stayed and arch options assessed;
- b) Length of main span over shipping channel minimized to limit height of towers and arch in cable-stayed and arch options respectively;
- c) Eastbound and westbound lanes on structures separated by [REDACTED] to allow for Potential Future Loading; and
- d) Foundations, towers, arches sized to allow for Potential Future Loading.

4. Westchester Landing

- a) Existing facilities to north of the existing toll plaza used as a staging area for construction requiring temporary relocation of the existing facilities including:
 - i. New York State Police Troop T facility;
 - ii. Authority's maintenance facility including multiple buildings, parking, utilities and ITS components;
- b) Enhancement of the toll plaza to include three highway speed lanes; and
- c) Highway alignments configured to avoid replacement of Broadway Bridge (Route 9) over the mainline thruway.

5. Rockland Landing

- a) Existing Authority dock and maintenance facility east of River Road and adjacent to the existing bridge to be reconfigured to allow access during construction;
- b) New expanded Authority dock and maintenance facility east of River Road and adjacent to the existing bridge to be constructed on the north side of the replacement Crossing; and

- c) Highway alignments configured to avoid reconstruction of Interchange 10.
- 6. Key In-River Construction Activities
 - a) In-river temporary staging facilities located adjacent to the replacement Crossing at both the Rockland and Westchester shorelines;
 - b) Riverbed dredging to provide draft required for access of construction vessels; and
 - c) Riverbed armoring to control volume of suspended solids caused by vessel passage.
- 7. Potential for Future Loading
 - a) Potential Future Loading located either between the eastbound and westbound structures or below the westbound structure;
 - b) Potential Future Loading would require no additional foundations in the river in the future;
 - c) Potential Future Loading was accounted for in the capacity of the cable-stayed towers and the arches;
 - d) Potential Future Loading in the approach spans might require future additional substructure elements (crossbeams, columns) and superstructure in the central separation between the eastbound and westbound structures; and
 - e) Potential Future Loading in the Main Spans might require additional cables and deck structure in the central separation between the eastbound and westbound highway lanes.

2.0 PROJECT

The Project shall include the Project-wide requirements described in Section 2.2 of this Appendix I and the major Project components described in Section 2.3 of this Appendix I within the Project Limits.

2.1 Project Limits

The Project includes the following:

- A) The Project is approximately 4.0 miles long and is located at the Governor Malcolm Wilson Tappan Zee Bridge carrying Interstates I-87 and I-287 over the Hudson River between Tarrytown in Westchester County and South Nyack/Nyack in Rockland County;
- B) The Project mainline termini begin between the maximum and minimum mainline Limits of Construction in Rockland County and end at the northbound and the southbound mainline Limits of Construction in Westchester County that are shown in *Part 6 – RFP Plans Directive Drawing DIR-001*;
- C) The shared use path shall begin at Smith Avenue in Rockland County and end at South Broadway (Route 9) Westchester County;
- D) Elements of systems, such as but not limited to, traffic management, temporary works, temporary facilities for use of the Authority or State Police, signing and ITS are to extend beyond these limits as necessary to provide safe, continuous and fully integrated functionality;

- E) Related modifications to local and adjoining roads are to extend laterally as necessary to provide safe, continuous, integrated functionality. These include:

In Westchester County:

- a) Ramps of I-287 Interchange 9;
- b) Route 9 South Broadway;
- c) Route 119;

In Rockland County:

- a) Ramps of I-287 Interchange 10;
- b) Route 9W Hillside Avenue;
- c) South Broadway in Rockland County;
- d) River Road (Piermont Avenue); and
- e) Esposito Trail.

Project Limits are within the ROW Limits and the Limits of Construction identified on the Directive Plans in *Part 6 – RFP Plans*.

2.2 Project-wide Requirements

The Design-Builder shall provide the following:

- A) A Crossing located to the north of the existing bridge. The Design-Builder shall maintain the approximate centerline alignment for the Crossing as shown on the Directive Plans in *Part 6 – RFP Plans*. Minor variations in the vertical and horizontal alignments may be allowed, to suit the proposed design of the Design-Builder;
- B) A Crossing that provides the minimum shipping and highway clearance requirements as shown on the Directive Plans in *Part 6 – RFP Plans*;
- C) A Crossing that complies with the requirements included in *Part 3 – Project Requirements*;
- D) A Crossing with a minimum 100-year service life before Major Maintenance is required;
- E) A Crossing within the limits of the ROW as shown on the Directive Plans in *Part 6 – RFP Plans*. The combined width of existing and proposed ROW along much of the river crossing is approximately [REDACTED] and widening again to accommodate the Toll Plaza and New York State Thruway Tarrytown headquarters and maintenance facility. The ROW Limits, as shown on the Directive Plans in *Part 6 – RFP Plans*, also show additional easements and acquisitions that the Authority intends to acquire to facilitate construction;
- F) A Crossing of adequate width designed to carry the eastbound and westbound traffic lanes, shoulders and shared use path as shown on the Directive Plans in *Part 6 – RFP Plans* and all traffic barriers, end attenuators, fencing and railings required by the AASHTO Code and the Contract Documents, as well as the temporary lane configuration shown;
- G) A Crossing with capacity to withstand extreme events, both natural and intentional, during construction and after completion in accordance with the *Part 3 – Project Requirements*;

- H) A Crossing with a toll plaza approach capacity as shown in the Directive Plans in *Part 6 - RFP Plans*;
- I) A Crossing designed and constructed to allow continued operation, maintenance and security of the existing bridge by the Authority including, but not limited to, operation, maintenance and security activities associated with the seven traffic lanes, reversible lane barrier, toll plaza, maintenance facilities, staff support facilities, emergency access, security facilities and access, utilities, lighting, ITS, signage, barriers and fencing, pavement and structures;
- J) A Crossing designed and constructed to incorporate scour protection systems within the Project Limits;
- K) A Crossing with safe and efficient accommodations for bicycles and pedestrians in accordance with the *Part 3 – Project Requirements*, including, but not limited to, appropriate rail height, bicycle-safe bridge joints, separation from vehicular traffic, and Americans with Disabilities Act (ADA) compliance;
- L) A Crossing designed and constructed to improve access to the toll plaza and to include, at a minimum, three highway speed lanes, enhanced access to cash lanes as shown on the Directive Plans in *Part 6 – RFP Plans*;
- M) A Crossing designed and constructed for utility conveyance across the bridge and in the landings including, but not limited to, [REDACTED] in accordance with the *Part 3 – Project Requirements*;
- N) A Crossing and landings aesthetic in accordance with *Part 3 – Project Requirements* that gives consideration to previous and/or future public preferences and as determined through the public involvement process;
- O) A Crossing that shall provide for Potential Future Loading should a viable plan be developed and implemented in the future. At a minimum the Design-Builder shall provide/ensure the following:
 - a) [REDACTED] wide separation between the eastbound and westbound structures for Potential Future Loading plus provision for emergency and maintenance roadway access; or
 - b) [REDACTED] wide space below the westbound structure, which includes a 10 feet wide emergency and maintenance access roadway;
 - c) Crossing foundations capable of supporting possible Potential Future Loading as defined in *Part 3 – Project Requirements*;
 - d) Substructure and superstructure components capable of being added, expanded, modified or otherwise altered to support Potential Future Loading without future disruption of highway traffic;
 - e) No future foundation works in the Hudson River if Potential Future Loading is added in the future; and
 - f) The Crossing shall provide for the possibility that Potential Future Loading may connect to the Westchester end of the Crossing either at the roadway level or from a tunnel beneath the Toll Plaza.

- P) A Crossing that accommodates a future operationally redundant seven lane configuration on each structure as shown on the Directive Plans in *Part 6 – RFP Plans*.
- Q) At the Westchester Landing, where the Design-Builder has the option to utilize part or all of the area currently occupied by the Authority located north and/or south of the toll plaza, all Authority facilities and/or functions/activities displaced or modified by the Design-Builder's operations shall be temporarily relocated or facilitated during construction and reinstated as new once construction activities are completed. Details of the available staging areas are as shown in the Indicative Plans in *Part 6 – RFP Plans*.

On both sides of the Hudson River, potential bridge staging areas have been identified in the Hudson River and evaluated as part of the EIS. The Design-Builder has the option to establish operations in these locations commensurate with those evaluated in the EIS. Details of the available staging areas and concept configurations for Authority facilities are as shown in the Indicative Plans in *Part 6 – RFP Plans*.

2.3 Major Project Components

The Project will include, but not be limited to, the following:

- 1. Thruway mainline relocation and reconstruction beginning at approximately [REDACTED] and ending at approximately [REDACTED]
- 2. A new bridge across the Hudson River, over the shipping channel;
- 3. Approach roadways;
- 4. A reconfigured toll plaza;
- 5. New maintenance access ramps connecting the Thruway mainline and River Road in Rockland County, including associated adjustments to River Road;
- 6. A permanent marine platform at the Rockland shore;
- 7. On and off Ramp adjustments at Interchange 9;
- 8. Replacement of Westchester landing facilities disturbed by construction operations, including the NYSTA Administration Building and New York State Police facilities, cell/radio tower and parking provisions, if displaced by Design-Builder's operations and/or rehabilitation of existing facilities if these are not displaced by construction activities;
- 9. Other building construction;
- 10. Related roadway work such as paving, grading, and appurtenances such barriers guiderails, rumble strips, curbs and gutter, fencing, etc.;
- 11. Retaining walls and noise walls;
- 12. A shared use path;
- 13. Drainage systems, including stormwater treatment systems;
- 14. Signing and pavement markings;
- 15. Lighting;
- 16. Intelligent transportation systems;
- 17. Security measures;
- 18. Maintenance of shipping, including warning signalization;

19. Protection, relocation, replacement, and/or addition of utilities, including coordination with utility owners and operators;
20. Erosion control, including slope stabilization and storm water pollution prevention;
21. Landscaping;
22. Visual quality enhancement and management;
23. Demolition and removal of the existing bridge;
24. Demolition and removal of other existing facilities that are not part of the permanent Work, including structures on property incorporated into the Right-of-Way;
25. Demolition and removal of temporary construction facilities;
26. Maintenance and protection of traffic;
27. Temporary facilities necessary to construct the project;
28. Maintenance of the Project Site;
29. Construction over and adjacent to railroad facilities and related coordination;
30. Environmental management, compliance, mitigation, and associated permits; and
31. Public information activities.

3.0 BASIC PROJECT CONFIGURATION

The Basic Project Configuration shall consist of the following, as shown in *Part 6 – RFP Plans*:

- A) The Project Limits;
- B) Crossing geometrics including alignment, profile, number and width of lanes, shoulders, Shared Use Path, barriers, rails, and tie-ins to existing roadway approaches;
- C) The minimum vertical and horizontal clearances for navigation and vehicular traffic; and
- D) The ROW Limits.

3.1 Standard for Determining Materiality of Change in Basic Project Configuration

The following are the standards for determining materiality of Basic Project Configuration changes:

- A) A change to the Project Limits by [REDACTED] longitudinally;
- B) A change in the Crossing geometrics;
- C) A reduction in the minimum vertical and/or horizontal clearances; and
- D) A change in the ROW Limits.

4.0 AUTHORITY-PROVIDED/INSTALLED MATERIAL OR EQUIPMENT

The Authority will install and commission specific tolling equipment within the tolling facility for the implementation of the highway speed tolling lanes and any other modifications to the tolling facility elected by the Design–Builder to be replaced/modified as part of the proposed design. Specific components to be installed and commissioned by the Authority are described in the following:

- *Part 3, Project Requirements, Section 16 - ITS.*
- *Part 3, Project Requirements, Section 26 - Toll Plaza.*

The Authority will configure and install telephone and network equipment required for all modified, temporary, or new facilities. Specific components to be installed and commissioned by the Authority are described in the following:

- *Part 3, Project Requirements, Section 2 – Project Management.*
- *Part 3, Project Requirements, Section 16 - ITS.*
- *Part 3, Project Requirements, Section 26 - Toll Plaza.*
- *Part 3, Project Requirements, Section 30 - State Police.*
- *Part 3, Project Requirements, Section 31 - Buildings.*
- *Part 3, Project Requirements, Section 33 – SMEP and Fire Safety for Buildings.*

5.0 OPTIONS

A general description of each Option exercisable by the Authority under Article 1.2 of the Agreement is set forth below. Except as specifically noted in the Option descriptions below, Options identified with letter designations represent alternatives that may not be exercised jointly.

5.1 Service Life Enhancement Options

Option 5-1-1

All decks shall be both longitudinally and transversely pre-stressed over their full lengths and widths by either post-tensioning or a combination of pre-tensioning and post-tensioning. The minimum average longitudinal prestress shall be [REDACTED]

Option 5-1-2 [Not used.]

Option 5-1-3

Clear concrete cover between the top surface of the concrete deck and top layer of reinforcement shall be [REDACTED] shown in the Design-Builder's Proposal dated on or before July 27, 2012. To the extent that this increase in cover is accomplished by increasing the thickness of the deck, the additional dead load may be counted as part of, or in place of, the future wearing surface allowance of [REDACTED] as required in *Part 3, Project Requirements, Section 11 - Structures, Section 11.3.1.7.2.*

Option 5-1-4

A metalized coating with a coat of clear sealer and a top coat of paint shall be used for all structural steel in lieu of a three-coat paint system.

5.2 Potential future loading requirements options (applicable to all Main Span Tower Options)

Option 5-2-1

Stainless steel reinforcing bar couplers with embedded anchors and durable, weather tight caps shall be provided at the location of the potential future loading supplemental cable anchorage boxes at the top of the central tower legs and at the location of the potential future loading supplemental cross struts between the central tower legs below the main span deck to enable connection of these future components to the tower legs without need for drilling and grouting.

Option 5-2-2

The legs of the main towers shall be designed and constructed with sufficient structural capacity to accommodate all potential future loading demands without further strengthening in the future.

5.3 Traffic Operations options

Option 5-3-1

An all-electronic toll collection (AETC) system shall be used for permanent revenue toll collection. The temporary workzone AETC system provided under *Part 3, Project Requirements, Section 26 – Toll Plaza*, Section 26.4.2.2, with alterations incorporated in combination with this option, shall meet permanent AETC tolling revenue requirements. There is a savings to cost and potentially to schedule for this option directly attributed to the reduced work scope and indirectly through the elimination of work such as reductions in the extent of traffic control and storm water management.

The following alterations to Project scope which eliminate revenue toll collection at the existing plaza would be implemented:

1. Elimination of all work related to multi-mode toll collection activities;
2. Elimination of ORT gantry and related equipment from contract (see *Part 3, Project Requirements, Section 26 – Toll Plaza*);
3. Demolition of existing TUB, tolling plaza lanes, canopy, and ancillary features including connections to the TUB;
4. Elimination of toll plaza area mast lighting;
5. Re-alignment and reconfiguration of proposed eastbound highway alignment to provide a four travel lane roadway section and deceleration ramp to Interchange 9. The highway section shall meet the standards of *Part 3, Project Requirements, Section 27 - Highway Design, Tables 27.3.2-1 (I-287 Mainline Design Requirements)* and *27.3.2-2 (I-287 Interchange Ramp Design Requirements)* such that the alignment underneath South Broadway Bridge and its connection with Interchange 9 is optimized. This alteration shall include the elimination of concrete barrier, ancillary pavement, ground mounted signage, or roadside features on the Westchester Landing originally placed to provide separation between the permanent tolling lanes and the ORT but which conflict with the optimized re-alignment of the highway. This change shall be implemented with consideration of gap needed for potential future loading requirements. The requirements of *Part 3, Project Requirements, Section 22 – Subgrade Supported Pavement* and *Part 3, Project Requirements, Section 27 – Highway Design* shall remain in effect;
6. Elimination of the overhead sign systems and ITS features specifically provided for the toll plaza;

7. Modification of the Highway Advisory Radio system in accordance with *Part 3, Project Requirements, Section 16 – ITS, Section 16.3.4.5.1*;
8. Supplementation of *Part 3, Project Requirements, Section 26 - Toll Plaza, Section 26.4.2.2 AETC Option Requirements* to provide, for each lane additional AETC, [REDACTED]
[REDACTED] All AETC components shall be integrated into the same AETC platform and network/recorder rooms. Procurement and installation of the equipment shall be as provided within *Part 7-13-5 TCSR TZ Responsibility Matrix (REV A)*. [REDACTED]
[REDACTED]
9. Elimination of redundant E-ZPass® site specified in *Part 7-13-6, TCSR TZ Toll System Requirements, Section 1.2.7 Redundant E-ZPass Equipment*; and
10. Incorporation of all other associated design alterations including drainage, security, landscape, and utilities.

Option 5-3-2

In conjunction with the Landings work outlined in Option 5-3-1, the bridge toll plaza queuing taper on the Westchester approach shall be eliminated. This alteration would eliminate any widening of the eastbound bridge structure from the Main Span to the Westchester Landing.

Option 5-3-3A

Revenue collection using the toll plaza will be continued. The number of permanent multi-mode toll lanes shall be reduced from seven to six. Lane configuration requirements as outlined in *Part 3, Project Requirements, Section 26 – Toll Plaza* shall apply, with the exception that any reference to or requirement for lane seven shall not apply. The requirement for three ORT lanes plus provision for future expansion to a fourth ORT lane will continue to apply.

The following alterations to Project scope to eliminate toll lane seven at the existing toll plaza shall be implemented:

1. Demolish existing toll lane seven and its canopy.
2. Complete all other ancillary work to accommodate the above.

Option 5-3-3B

Revenue collection using the toll plaza will be continued. The number of cash toll lanes shall be reduced from seven to five. Lane configuration requirements as outlined in *Part 3, Project Requirements, Section 26 – Toll Plaza* shall apply, with the exception that any reference or requirements for toll lanes seven and six shall not apply. The requirement for three ORT lanes plus provision for future expansion to a fourth ORT lane will continue to apply.

The following alterations to Project scope to eliminate toll lanes six and seven at the existing toll plaza shall be implemented:

1. Demolish existing toll lane six and seven and their canopies.
2. Complete all other ancillary work to accommodate the above.

Option 5-3-3C

In conjunction with either Option 5-3-3A or Option 5-3-3B and depending on the outcome of modeling undertaken in Option 5-3-3D, the fourth ORT lane and a twelve foot shoulder section shall be constructed at the toll plaza. The roadway section shall meet the conditions of *Part 3, Project Requirements, Sections 26 – Toll Plaza, 27 – Highway Design (Table 27.3.2-1; I-287 Mainline Design Requirements)*, and *22 – Subgrade Supported Pavement*. The fourth lane and shoulder shall be extended westerly to the extent practicable with transition to avoid modifying the toll lane approach taper and eastbound Crossing dimensions. Easterly, the fourth ORT travel lane shall be extended to the Project Limits terminus. The easterly twelve foot right shoulder area adjacent to the ORT travel lane shall be constructed full width where practicable and otherwise transitioned into the barrier separating the ORT and adjacent toll plaza mixed-mode lanes exit taper and terminate prior to the South Broadway bridge structure (Westchester County). Together, the fourth ORT lane and adjacent shoulder area shall be demarcated in the final configuration of this Project as an overwidened right shoulder. Alterations to ITS features shall be incorporated to accommodate this change.

Modifications to Approach Spans geometry, toll plaza exiting lane, Interchange 9 eastbound exiting deceleration lane and ramp, and Interchange 9 eastbound entering acceleration lane and ramp shall be made as necessary to incorporate the geometric and tolling alterations associated with this Option.

Option 5-3-3D

The Design-Builder shall complete a traffic operations model using PTV Vision VISSIM® software, or equivalent to the satisfaction of the Authority, that analyzes the aspects of traffic operations associated with existing eastbound and westbound geometrics and tolling practices, proposed eastbound and westbound geometrics and tolling practices, and modifications to the geometrics and tolling practices associated with the five and six toll lane Option at the estimated time of construction (ETC), at ETC +10 years, at ETC +20 years, and at ETC +30 years. The traffic model shall analyze the feasibility of eliminating one of the two through lanes of the toll plaza exit taper under the Westchester South Broadway structure and conversion of the area into use as the fourth ORT lane and additional shoulder, left and right, for the toll plaza ramp exit. Results of the traffic modeling will be utilized as a factor by the Authority in the determination to select the five or six lane toll booth Option (namely, Options 5-3-3B and 5-3-3A respectively).

Option 5-3-4A

On the west side of the Main Span, supplement *Part 3, Project Requirements, Section 27 – Highway Design, Table 27.3.2-1 (Row 6)* for the Main Span by altering the approach reverse curve geometric configuration as follows:

1. Provide a minimum [REDACTED] between the reverse curves; and
2. Provide a minimum [REDACTED].

5.4 [Not used.]

5.5 Compensatory Environmental Mitigation

Option 5-5-1

In the event the Agencies elect to have the restoration of oyster beds required in the NYSDEC permit done by others, the cost allowed for that work in the Design-Builder's Price Proposal shall be applied as a credit to the Authority.

Option 5-5-2

The Design-Builder shall restore oyster beds in up to four locations by replacing habitat as soon as possible following Crossing Completion and in the immediate vicinity of the existing Governor Malcolm Wilson Tappan Zee Bridge at a location to be approved by the New York State Department of Environmental Conservation (NYSDEC) pursuant to the conditions as set forth in the Draft NYSDEC permit. The Design-Builder shall collect and maintain live oysters from the extant reef identified within four miles of the existing bridge during the Project's construction phase and store the live oysters in an appropriate location in the vicinity of the Project Site.

5.6 Main Span Tower Options

Option 5-6-1

Align vertically the towers of the Main Spans, keeping the cross-sectional profile of each tower as shown in the Design-Builder's Proposal dated on or before July 27, 2012. Separate towers on the same foundations are assumed for accommodating potential future loading. See illustrative examples in Figures 5-6-1.1 and 5-6-1.2 below, which are indicative only and are not directive.

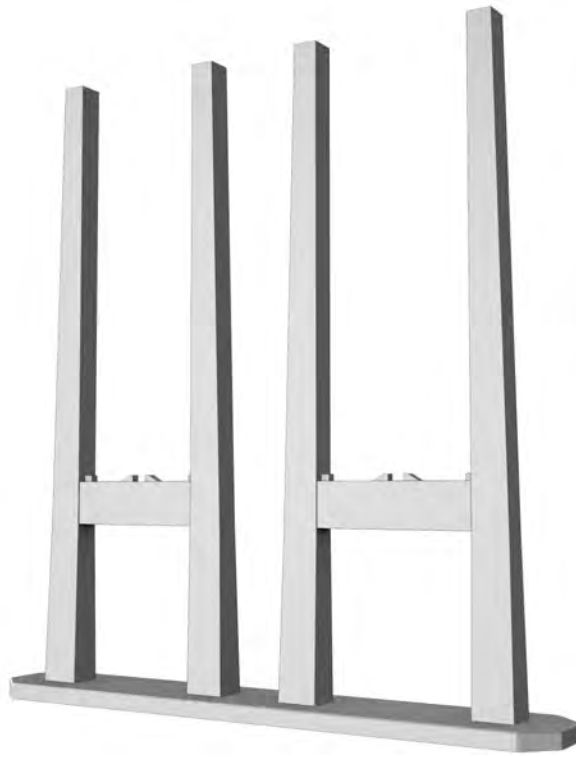


Figure 5-6-1.1

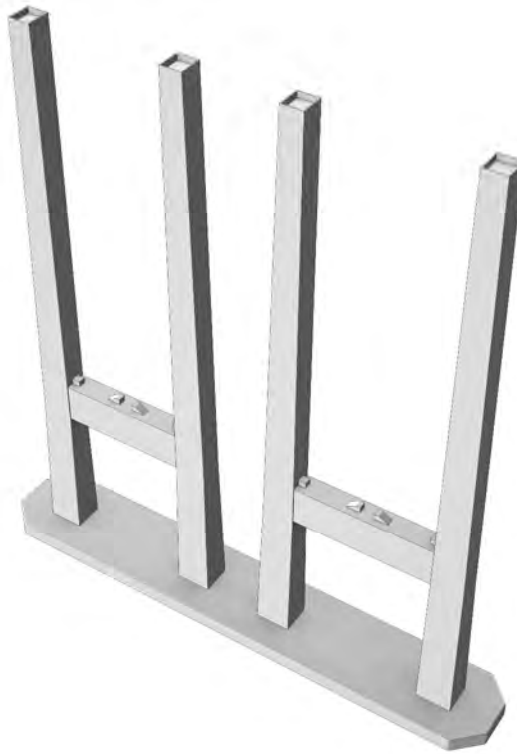


Figure 5-6-1.2

Option 5-6-2

Adopt tapering faces of the Main Spans tower legs to provide a gradually varying cross-sectional profile from the base to the top of the towers, as illustrated by the two examples in Figures 5-6-2.1 through 5-6-2.6 below. These illustrations are indicative only and are not directive.

The cross-sectional profile shall not preclude the addition of a central tower head and below-deck cross strut to support potential future loading as shown in the Design-Builder's Proposal dated on or before July 27, 2012.

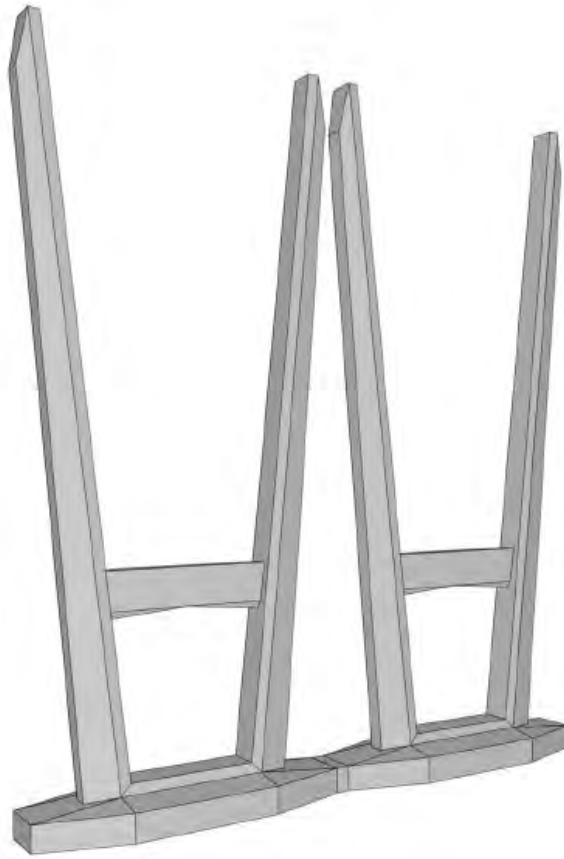


Figure 5-6-2.1 Example A



Figure 5-6-2.2 Example A

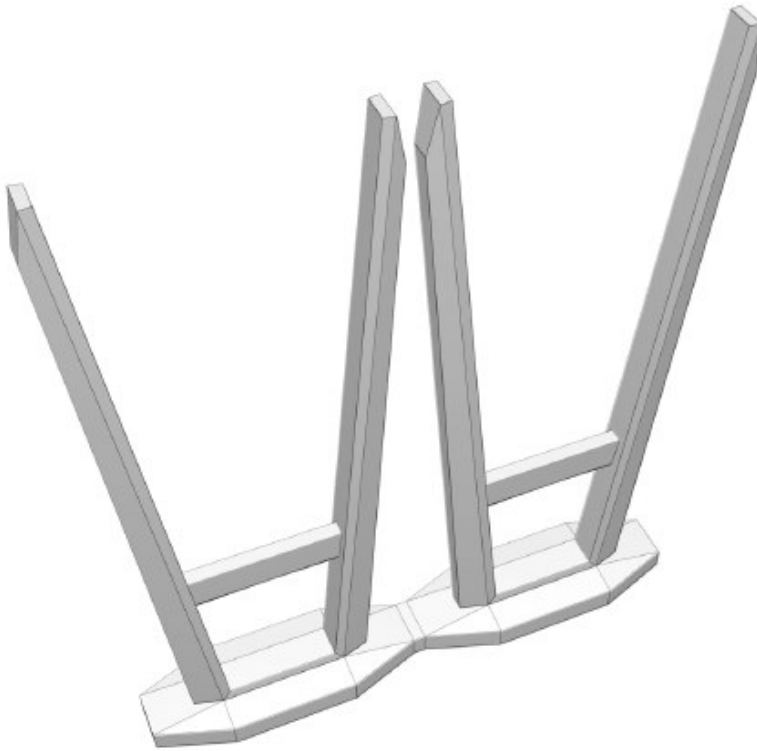


Figure 5-6-2.3 Example A



Figure 5-6-2.4 Example B



Figure 5-6-2.5 Example B

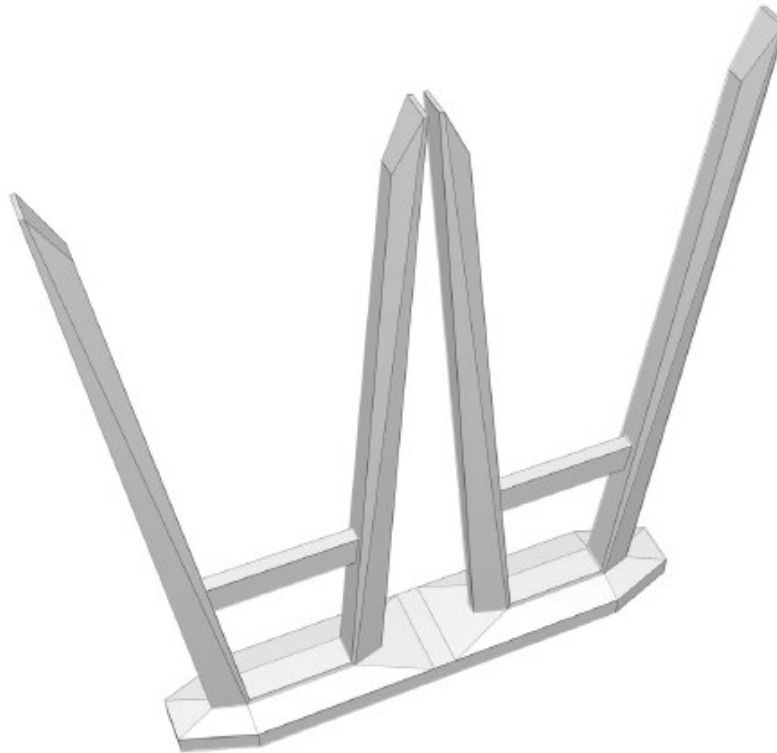


Figure 5-6-2.6 Example B

5.7 Option Information

Table 5-7.1 below sets forth, for each Option: (a) the Option Proposal Notification Deadline; (b) the Option Proposal Submission Deadline; (c) the Option Exercise Deadline; (d) whether the Option has a potential critical path impact and, if so, the not-to-exceed limits on extensions of Contract Time and potential delay compensation; (e) not-to-exceed or minimum credit amount, as applicable; and (f) Design-Builder's assumptions for Option pricing and scheduling.

Table 5-7.1 – Option Information

Option No.	Summary Description	(a) Option Proposal Notification Deadline	(b) Option Proposal Submission Deadline	(c) Option Exercise Deadline	(d) Potential Critical Path Impact? (Yes/No); If Yes, Not-to-Exceed (NTE) Potential Contract Time Extension and NTE potential delay compensation	(e) Not-to-Exceed Price/Minimum Credit Amount	(f) Design-Builder's assumptions for Option pricing and scheduling
5-1-1	Pre-stressing	NTP + 15 days	Actual Option Proposal Notification Date + 30 days	NTP + 60 days	Yes. 60 days. \$18 million.	\$78 million	1) [REDACTED] precast deck panels on the Approach Spans. 2) [REDACTED] on the Main Span.
5-1-3	Increase clear concrete cover by [REDACTED]	NTP + 15 days	Actual Option Proposal Notification Date + 30 days	NTP + 60 days	No.	\$3 million	
5-1-4	Metalized coating for all structural steel	NTP + 120 days	Actual Option Proposal Notification Date + 45 days	NTP + 180 days	No.	\$40.5 million	1) Metalizing of structural steel superstructure framing only (not including bearings, railings, poles, barriers, fencing, expansion joints, conduit supports and other non-structural elements); 2) Nominal [REDACTED] for metallization; 3) Blast profile shall be [REDACTED] 4) Two-coat system over metallization (epoxy intermediate and hi-solids polyurethane); and 5) Galvanized fasteners.
5-2-1	Potential future loading supplemental connections	NTP + 75 days	Actual Option Proposal Notification Date + 30 days	NTP + 120 days	Yes. 42 days. \$13.5 million.	\$2.5 million	

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Option No.	Summary Description	(a) Option Proposal Notification Deadline	(b) Option Proposal Submission Deadline	(c) Option Exercise Deadline	(d) Potential Critical Path Impact? (Yes/No); If Yes, Not-to-Exceed (NTE) Potential Contract Time Extension and NTE potential delay compensation	(e) Not-to-Exceed Price/Minimum Credit Amount	(f) Design-Builder's assumptions for Option pricing and scheduling
5-2-2	Structural capacity in tower legs for future loading demands	NTP + 15 days	Actual Option Proposal Notification Date + 30 days	NTP + 60 days	Yes. 49 days. \$16 million.	\$9.5 million	
5-3-1	Permanent all-electronic toll collection	NP + 75 days	Actual Option Proposal Notification Date + 30 days	NTP + 120 days (initial notification may be limited to design without procurement)	No.	(\$3 million)	1) No removal [REDACTED] 2) Demolish existing Toll Utility Building. 3) Existing toll plaza partially demolished. 4) Assumes AETC placement as shown in proposal drawings is acceptable. 5) Assume that a second gantry would be placed [REDACTED] from primary gantry. [REDACTED] Limits of pavement replacement extended to cover the in pavement equipment required for the redundant gantry.
5-3-2	Eliminate toll plaza queuing taper	NTP + 75 days	Actual Option Proposal Notification Date + 30 days	NTP + 120 days	No.	(\$6.5 million)	
5-3-3A	Reduce multi-mode toll lanes from seven to six	NTP + 105 days	Actual Option Proposal Notification Date + 30 days	NTP + 150 days	No.	(nil)	
5-3-3B	Reduce multi-mode toll lanes from seven to five	NTP + 105 days	Actual Option Proposal Notification Date + 30 days	NTP + 150 days	No.	(nil)	

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Option No.	Summary Description	(a) Option Proposal Notification Deadline	(b) Option Proposal Submission Deadline	(c) Option Exercise Deadline	(d) Potential Critical Path Impact? (Yes/No); If Yes, Not-to-Exceed (NTE) Potential Contract Time Extension and NTE potential delay compensation	(e) Not-to-Exceed Price/Minimum Credit Amount	(f) Design-Builder's assumptions for Option pricing and scheduling
5-3-3C	Fourth ORT lane	NTP + 105 days	Actual Option Proposal Notification Date + 30 days	NTP + 150 days	No.	\$1.25 million	
5-3-3D	VISSIM modeling	NTP	Actual Option Proposal Notification Date + 5 days	NTP + 10 days	No.	\$350 thousand	
5-3-4A	West side reverse curve geometry	NTP	Actual Option Proposal Notification Date + 5 days	NTP + 10 days	No.	\$115 thousand	
5-5-1	Credit for compensatory mitigation	N/A	N/A	NTP	No.	(\$50 thousand)	
5-5-2	Restore oyster beds		Actual Option Proposal Notification Date + 10 days	February 1, 2013	No.	\$8 million	
5-6-1	Align vertically towers of Main Spans	NTP	Actual Option Proposal Notification Date + 30 days	NTP + 45 days	Yes. 6 months. \$45 million (NTE \$9 million per month for first 4 months; NTE \$4.5 million per month for 5 th and 6 th months).	\$55 million	

New York State Thruway Authority

Option No.	Summary Description	(a) Option Proposal Notification Deadline	(b) Option Proposal Submission Deadline	(c) Option Exercise Deadline	(d) Potential Critical Path Impact? (Yes/No); If Yes, Not-to-Exceed (NTE) Potential Contract Time Extension and NTE potential delay compensation	(e) Not-to-Exceed Price/Minimum Credit Amount	(f) Design-Builder's assumptions for Option pricing and scheduling
5-6-2	Adopt tapering faces of Main Spans tower legs (NTE pricing assumes Example B)	NTP	Actual Option Proposal Notification Date + 30 days	NTP + 45 days	Yes. 5.5 months. \$49 million.	\$72 million	

APPENDIX II

LANES REQUIRED TO BE MAINTAINED FOR TRAFFIC CONTROL

Refer to §17.3 in *Part 3, Project Requirements, Section 17 – Work Zone Traffic Control and Access* (including the Tables therein) for requirements regarding maintenance of lanes for traffic control.

APPENDIX III

**STANDARD CLAUSES FOR ALL NEW YORK STATE THRUWAY AUTHORITY
CONSTRUCTION CONTRACTS AND FEDERALLY-FUNDED PROCUREMENT
CONTRACTS**

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The parties to the attached contract, license, lease, amendment or other agreement of any kind ("the Contract" or "this Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party and its agents, successors and assigns, other than the Thruway Authority ("Authority"), whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-ASSIGNMENT CLAUSE.

This Contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the Contract without the Authority's written consent are null and void.

2. COMPTROLLER APPROVAL.

Unless otherwise provided by resolution of the Authority, if this Contract involves the expenditure of funds for goods or services in excess of \$50,000, or the expenditure of funds for any other purpose in excess of \$15,000, or if, by this Contract, the Authority agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, this Contract shall not be valid, effective or binding upon the Authority until it has been approved by the State Comptroller and filed in his office.

3. WORKERS' COMPENSATION AND DISABILITY BENEFITS.

This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the State Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

4. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, military status, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with State Labor Law Section 220-e, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in State Labor Law Section 230, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50 per person per

day for any violation of State Labor Law Section 220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the State Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the State Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the State Labor Law.

6. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with State Public Authorities Law Section 2878, if this Contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on the Contractor's behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION.

In accordance with State Labor Law Section 220-f, if this Contract exceeds \$5,000, the Contractor agrees, as a material condition of this Contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Section 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Authority within five business days of such conviction, determination, or disposition of appeal.

8. SET-OFF RIGHTS.

The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this Contract up to any amounts due and owing by the Contractor to the Authority with regard to this Contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

9. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the

termination of this Contract, whichever is later, and any extensions thereto. The Authority, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the Contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this, clause, "termination of this Contract" shall mean the later of completion of the work of the Contract or the end date of the term stated in the Contract. The Authority will take reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law Section 87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Authority's right to discovery in any pending or future litigation.

10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Authority must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in State Tax Law Section 5. Disclosure of this information by the seller or lessor to the Authority is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with State Executive Law Section 312, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Authority; or (ii) a written agreement in excess of \$100,000 whereby the Authority is committed to expend or, does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.
- (b) At the request of the Authority, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this Contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods, or services unrelated to this Contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix III, the terms of this Appendix III shall control. Notwithstanding the foregoing, nothing in these standard clauses shall limit the effect of any provisions in the Contract that are more favorable to the Authority than the terms set forth in this Appendix III.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. LATE PAYMENT.

Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

15. NO ARBITRATION.

Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

16. SERVICE OF PROCESS.

In addition to the methods of service allowed by the State Civil Practice Law & Rules, the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Contractor's actual receipt of process or upon the Authority's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Authority, in writing, of each and every change of address to which service of process can be made. Service by the Authority to the last known address shall be sufficient. The Contractor will have 30 days after service hereunder is complete in which to respond.

17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the Authority.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law Section 165. Any such use must meet with the approval of the Authority; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the Authority.

18. PURCHASES OF APPAREL.

In accordance with State Finance Law Section 162(4-a), the Authority shall not purchase apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws; and (ii) vendor will supply with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the Authority, if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

19. OBSERVANCE OF LAWS.

The Contractor agrees to observe all Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

20. NO WAIVER OF PROVISIONS.

The Authority's failure to exercise or delay in exercising any right or remedy under this Contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this Contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this Contract.

21. ENTIRE AGREEMENT.

This Contract, including this Appendix III and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This Contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

22. PUBLIC AUTHORITIES LAW SECTION 2879-C.

By signing this Contract, each person and each person signing on behalf of any other party certifies, and each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-A of the State Finance Law.

23. STANDARD CLAUSES FOR NON FEDERAL-AID THRUWAY AUTHORITY CONTRACTS.

THE FOLLOWING ARTICLES ARE NOT APPLICABLE TO FEDERAL-AID CONTRACTS AND THEREFORE ARE NOT PART OF THIS CONTRACT:

(a) **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Design-Builder hereby stipulates that the Design-Builder either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

(b) **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St --7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from: NYS Department of Economic Development Division of Minority and Women's Business Development 30 South Pearl St --2nd Floor Albany, New York 12245 Telephone: 518-292-5250 Fax: 518-292-5803 <http://www.empire.state.ny.us>.

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Design-Builders certify that whenever the total bid amount is greater than \$1 million: a) The Design-Builder has made reasonable efforts to encourage the participation of New York State Business

Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State; (b) The Design-Builder has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) The Design-Builder agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Design-Builder agrees to document these efforts and to provide said documentation to the State upon request; and (d) The Design-Builder acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

(c) **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

APPENDIX IV
FEDERAL REQUIREMENTS

Description	No. of Pages
Attachment 1 – Federal Requirements for Federal-Aid Construction Projects	2
Attachment 2 – FHWA Form 1273	21
Attachment 3 – Federal Prevailing Wage Rates	42
Attachment 4 – Equal Employment Opportunity	2
Attachment 5 – Affirmative Action	3
Attachment 6 – Debarment and Suspension Certification	1
Attachment 7 – Certification Regarding Use of Contract Funds for Lobbying	1
Attachment 8 – Monthly Employment Report Form	2

ATTACHMENT 1 TO APPENDIX IV

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

1. GENERAL — The Work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," are included in this Appendix IV. Whenever in said required contract provisions references are made to:

(a) "contracting officer" or "authorized representative," such references shall be construed to mean Authority or its Authorized Representative;

(b) "contractor," "prime contractor," "bidder," "proposer," "Federal-aid construction contractor," "prospective first tier participant," or "First Tier Participant," such references shall be construed to mean Design-Builder or its Authorized Representative;

(c) "contract," "prime contract," "Federal-aid construction contract" or "design-build contract," such references shall be construed to mean the Contract between Design-Builder and Authority for the Project;

(d) "subcontractor," "supplier," "vendor," "prospective lower tier participant," "lower tier prospective participant," "Lower Tier participant" or "lower-tier subcontractor," such references shall be construed to mean any Subcontractor or Supplier; and

(e) "department," "agency," "contracting agency," "department or agency with which this transaction originated," or "department or agency entering into this transaction," such references shall be construed to mean Authority, except where a different department or agency is specified.

2. PERFORMANCE OF PREVIOUS CONTRACT — In addition to the provisions in Section II, "Nondiscrimination," of the Form 1273 required contract provisions, Design-Builder shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

3. NON-COLLUSION PROVISION — Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28 U.S.C., Sec. 1746, is included in the Proposal.

4. PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING — Part 26, Title 49, Code of Federal Regulations applies to the Contract. Pertinent sections of said Code are incorporated within other sections of the Contract and the Department's Disadvantaged Business Enterprise Program adopted pursuant to 49 CFR Part 26.

5. CONVICT PRODUCED MATERIALS — *See Part 2, DB §102-7.6.*

6. ACCESS TO RECORDS

a. As required by 49 CFR 18.36(i)(10), Design-Builder and its subcontractors shall allow FHWA and the Comptroller General of the United States, or their duly authorized representatives, access to all books, documents, papers, and records of Design-Builder and subcontractors which are directly pertinent to any grantee or subgrantee contract, for the purpose of making audit, examination, excerpts, and transcriptions thereof. In addition, as required by 49 CFR 18.36(i)(11), Design-Builder and its subcontractors shall retain all books, documents, papers and records for three years after final payment is made pursuant to any such contract and all other pending matters are closed.

b. Design-Builder agrees to include this section in each Subcontract at each tier, without modification except as appropriate to identify the subcontractor who will be subject to its provisions.

7. BUY AMERICA REQUIREMENTS- *See Part 2, DB §106-12.*

ATTACHMENT 2 TO APPENDIX IV
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA Form 1273

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

'It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.'

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: 'An Equal Opportunity Employer.' All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such

an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight

time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate

not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety

and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification — First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a

person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To

verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR
APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL
ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provision of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT 3 TO APPENDIX IV
FEDERAL PREVAILING WAGE RATE

The prevailing wage rates for the Work through Final Acceptance shall be those set forth under the general wage decision for highway construction projects in the counties in which the Project is located as published on the Davis-Bacon wage determination website on the date that is ten days before the Proposal Date. Such prevailing wage rates are incorporated herein.

New York State Thruway Authority

General Decision Number: NY120017 07/06/2012 NY17

Superseded General Decision Number: NY20100018

State: New York

Construction Types: Building, Heavy, Highway and Residential

County: Westchester County in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories), **AND HEAVY AND HIGHWAY CONSTRUCTION PROJECTS**

Modification Number	Publication Date
0	01/06/2012
1	01/27/2012
2	02/10/2012
3	03/16/2012
4	03/23/2012
5	04/06/2012
6	04/13/2012
7	05/04/2012
8	05/25/2012
9	06/29/2012
10	07/06/2012

ASBE0091-003 05/31/2010

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Duties limited to preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulation materials whether they contain asbestos or not from mechanical systems)..	\$ 25.55	9.95
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).	\$ 36.24	34.13

BOIL0005-001 01/01/2012

New York State Thruway Authority

	Rates	Fringes
BOILERMAKER	\$ 47.98	32%+21.75+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0001-002 06/01/2011

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 37.55	26.10

BRNY0004-001 01/01/2011

	Rates	Fringes
MARBLE MASON.	\$ 51.53	25.60

BRNY0005-006 08/01/2011

HEAVY & HIGHWAY CONSTRUCTION

	Rates	Fringes
BRICKLAYER Bricklayers, Stone Masons, Cement Masons, Plasterers, Pointers, Caulkers and Cleaner	\$ 38.80	25.70

BRNY0005-007 08/01/2011

BUILDING/RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason	\$ 38.30	25.70

BRNY0007-001 01/01/2011

	Rates	Fringes
TERRAZZO FINISHER.	\$ 42.86	28.55
TERRAZZO WORKER/SETTER	\$ 44.39	28.55

New York State Thruway Authority

BRNY0020-001 01/01/2011

	Rates	Fringes
MARBLE FINISHER	\$ 42.20	24.93

* BRNY0024-001 07/01/2012

	Rates	Fringes
BRICKLAYER		
MARBLE POLISHERS	\$ 38.03	20.90

BRNY0052-001 12/05/2011

	Rates	Fringes
Tile Layer	\$ 49.64	26.91

BRNY0088-001 12/05/2011

	Rates	Fringes
TILE FINISHER	\$ 39.28	23.91

CARP0279-001 07/01/2011

	Rates	Fringes
Carpenters:		
Building	\$ 32.63	30.45
Heavy & Highway	\$ 32.63	30.45
Residential	\$ 25.00	16.40

CARP0740-001 07/01/2010

	Rates	Fringes
MILLWRIGHT.	\$ 46.19	44.93

CARP1456-005 01/01/2011

	Rates	Fringes
Diver Tender	\$ 41.16	38.46
Diver	\$ 58.01	38.46

CARP1456-010 10/01/2010

New York State Thruway Authority

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 46.74	42.37

CARP1536-001 10/01/2010

	Rates	Fringes
Carpenters: TIMBERMEN.	\$ 42.63	31.32

ELEC0003-003 05/03/2012

	Rates	Fringes
ELECTRICIAN (Teledata Technician)	\$ 48.75	37.03

a. \$2.00 per hour not to exceed \$14.00 per day.

ELEC1249-001 01/01/2011

	Rates	Fringes
LINE CONSTRUCTION: Lineman (LIGHTING AND TRAFFIC SIGNAL WORK Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic monitoring systems and Road Weather Information systems)		
Flagman.	\$ 25.49	15.00+6.5%+a
Ground Digging Machine Operator	\$ 38.23	15.00+6.5%+a
Ground Truck Driver	\$ 33.98	15.00+6.5%+a
Tractor, Trailer Unit	\$ 36.11	15.00+6.5%+a
Lineman & Technician	\$ 42.48	15.00+6.5%+a
Mechanic	\$ 33.98	15.00+6.5%+a

FOOTNOTE:

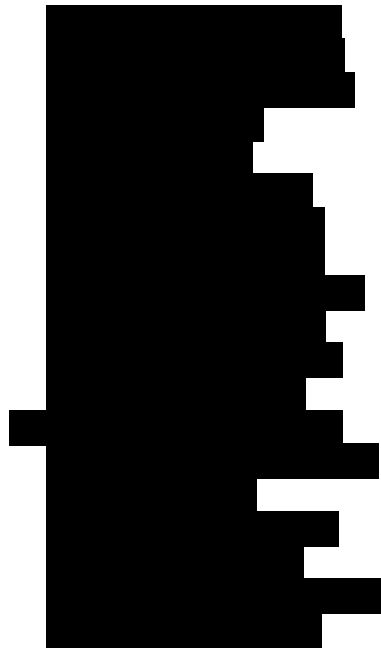
a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York provided the employee works two days before and two days after the holiday

ELEC1249-006 01/01/2012

New York State Thruway Authority

Rates Fringes

Line Construction:



Cable Splicer	\$ 48.20	15.00+6.5%+a
Flagman	\$ 26.29	15.00+6.5%+a
Groundman digging machine operator	\$ 39.44	15.00+6.5%+a
Groundman truck driver (tractor trailer unit)	\$ 37.25	15.00+6.5%+a
Groundman truck driver;	\$ 35.06	15.00+6.5%+a
Lineman & Technician	\$ 43.82	15.00+6.5%+a
Mechanic	\$ 35.06	15.00+6.5%+a

TELEPHONE, CATV
FIBEROPTICS CABLE AND
EQUIPMENT

Cable Splicer/Central Office Person	\$ 27.99	4.43+3%
Groundman	\$ 12.48	4.43+3%
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator.	\$ 26.57	4.43+3%

PAID HOLIDAYS:

a. New Year's Day, President's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two

New York State Thruway Authority

days after the holiday.

b. New years Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day

ELEV0001-002 03/17/2012

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor	\$ 55.20	26.105+a+b
Modernization and Repair	\$ 43.79	25.955+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ELEV0138-003 01/01/2012

WESTCHESTER COUNTY (Towns of Bedford, Cortland, Lewisboro, Mt. Kisco, North Salem, Pound Ridge, Somers, and Yorktown)

	Rates	Fringes
ELEVATOR MECHANIC	\$ 50.11	23.535+a+b

FOOTNOTES:

a. 8 PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. Employer contributes 8% of basic hourly rate for 5 year or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

New York State Thruway Authority

ENGI0137-005 03/07/2011

BUILDING & RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1	\$ 52.22	24.70+a
GROUP 1-A	\$ 45.67	24.70+a
GROUP 1-B	\$ 42.06	24.70+a
GROUP 1-C	\$ 52.22	24.70+a
GROUP 2-A	\$ 44.05	24.70+a
GROUP 3-A	\$ 42.42	24.70+a
GROUP 3-B	\$ 40.36	24.70+a
GROUP 4-A	\$ 41.99	24.70+a
GROUP 4-B	\$ 35.44	24.70+a
GROUP 5-A	\$ 40.36	24.70+a
GROUP 5-B	\$ 38.24	24.70+a
GROUP 6-A-1	\$ 47.96	24.70+a
GROUP 6-A-2	\$ 40.93	24.70+a
GROUP 6-A-3	\$ 46.46	24.70+a
GROUP 6-A-4	\$ 52.97	24.70+a
GROUP 6-A-5	\$ 41.57	24.70+a
GROUP 6-A-6	\$ 44.83	24.70+a
GROUP 6-B-1	\$ 36.26	24.70+a
GROUP 6-B-2	\$ 38.03	24.70+a
GROUP 6-B-3	\$ 38.10	24.70+a
GROUP 6-B-4	\$ 41.71	24.70+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day; Independence Day, Labor Day; Veteran's Day, Columbus Day, November Election Day, Thanksgiving Day, and Christmas Day, provided employee works two or more days in the calendar week in which the holiday falls.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BUILDING):

GROUP 1: Cranes (All Types), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone-Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull & similar) with crane attachment and winch used for hoisting or lifting, Hydraulic cranes, Pile Drivers (all types) .

GROUP 1-A: Carrier-trailer hoist, concrete-portable hoist, crane & hoist engineer-steel (concrete, material, super structure sub- structure), derrick (stone-steel), elevator & cage, hoist-single- double-or triple drum), hoist-portable

mobile unit, hoist engineer - concrete (crane-derrick-mine hoist), hoist engineer material, overhead crane, power house plant, telephies (cable way), whirly, maintenance engineer, lull highlift or similar, hydraulic crane 25 ton and over, cherry picker 25 ton and over; backhoe: Oliver 88, Fordson, Dynahoe, Dual purpose and similar machines, Barber Green Loader, Euclid loader or similar type machine, conway or similar mucking machines; dragline, gradall, shovel, backhoe etc. (crawler or truck); front end loaders, hydraulic boom, Jersey spreader, lift slab console (etc), Letouneau or Tournapull (scrapers over 20 yds struck), mucking machines, pavement breaker (air ram), paver (concrete), road boring machine, road mix machines, Ross carrier and similar machines, post hole digger, shovels (tunnels), side boom, spreader (asphalt), scoopmobile-tractor-shovel over 1 1/2 yds., trenching machines-Vermeer concrete saw trencher and similar, tractor type demolition equipment, winch truck ("a" frame), hydraulic crane over 10 tons up to 25 ton, cherry picker over 10 tons up to 25 ton.

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator, mechanic (out-side) all types, welder, scraper-20 yds struck and under, shop foreman, machine pulling sheep's foot roller, vibratory rollers (etc), roller 4 ton and over.

GROUP 1-C: All Tower Cranes, all climbing cranes and all cranes of 100 ton capacity or greater irrespective of manufacturer and regardless of how the same is rigged.

GROUP 2-A: Compactor self-propelled; grader; bulldozer D6 and under, machine pulling sheep's foot roller, vibratory rollers (etc).

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons, concrete buggy one yard and up ride on dumpster, Benford or similar.

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant, stud machine, ladder

hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machines; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepa vac clean air machine all similar types of removal of asbestos; material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout fireproofing, roller under 4 ton, shop mechanic (not employed on job site), spreading & fine grading machine, steel cutting machine, syphon pump - air steam, tar joint machine, television cameras-water-sewer-gas-etc, Turbo jet burner or similar equipment, vibrator (1 to 5), fine grading machine, roof hoist (tugger hoist).

GROUP 4-B: Compressor to 125 feet; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5-A: Concrete saw; oiler fuel truck and oiler grease truck.

GROUP 5-B: Oiler; stockroom attendant; paint compressor; motorized roller (walk behind).

GROUP 6-A-1: Master mechanic

GROUP 6-A-2: Helicopter host operator

GROUP 6-A-3: Welder certified

GROUP 6-A-4: Helicopter pilot

GROUP 6-A-5: Helicopter signalman

GROUP 6-A-6: Engineer-all tower cranes-all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 6-B-1: Utility man

GROUP 6-B-2: Warehouse man

GROUP 6-B-3: Second engineer

GROUP 6-B-4: Cable splicer.

NOTES:

New York State Thruway Authority

Hazmat premium	20%
Pumping Operation Premium	50
Loader Operator (over 5 cu yd)	50
Crane Operator (100-149 ft.)	2.00
Crane Operator (149 ft.+)	3.00
Shovel Operator (over 4 cu. yd)	1.00

ENGI0137-006 03/07/2011

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1	\$ 51.11	24.37+a
GROUP 1-A	\$ 45.17	24.37+a
GROUP 1-B	\$ 46.76	24.37+a
GROUP 2-A	\$ 43.30	24.37+a
GROUP 2-B	\$ 44.62	24.37+a
GROUP 3	\$ 42.56	4.37+a
GROUP 4-A	\$ 38.77	24.37+a
GROUP 4-B	\$ 33.42	24.37+a
GROUP 5-A-1	\$ 47.78	24.37+a
GROUP 5-A-2	\$ 46.31	24.37+a
GROUP 5-A-3	\$ 57.77	24.37+a
GROUP 5-A-4	\$ 55.08	24.37+a
GROUP 5-A-5	\$ 51.65	24.37+a
GROUP 5-A-6	\$ 43.48	24.37+a
GROUP 5-A-7	\$ 43.48	24.37+a
GROUP 5-B-1	\$ 31.86	24.37+a
GROUP 5-B-2	\$ 36.30	24.37+a
GROUP 5-B-3	\$ 31.37	24.37+a

Loader Operator (over 5 cu yd.)	.50
Shovel Operator (over 4 cu yd.)	1.00
Hazmat Premium Over Regular Rate	20%

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Columbus Day; November Election Day and -Veterans Day, provided the employee works two or more days in the calendar week in which the holiday occurs.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

New York State Thruway Authority

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane, (Crawler Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; auto grader; dynahoe; dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer- all sizes; Central Mix Plant Operator; Chipper-all types; Close Circuit T.V.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovell Backhoe, etc. Grader; Derrick (Stone-Steel); Elevator & cage, materials or passengers; Front End Loaders over 1 1/2 yds; Hoist Single, Double, Triple Drum; Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material; Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; Mucking Machines; Overhead Crane; Paver (concrete); Pulsemeter; Push Button (Buzz Box) Elevator; Road Mix Machines; Robot Hammer (Brock or Similar); Robotic Equipment (scope of Engineer schedule); Ross Carrier and similar machines; Shovels (Tunnels); Side Boom; Slip Form Machine; Spreader (Asphalt); Scoopmobile-Tractor-Shovel over 1 1/2 yds; Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or similar; Tractor type demolition equipment; Whirly

GROUP 1-B: Road Paver: Asphalt

GROUP 2-A: Balast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers--20 yd struck and under; Swich Tampers; Vibratory Roller, etc.; Welder

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); John Henry Drill or similar; joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbo jet burner or similar ; well drilling machine (except water well drilling); winch truck "A" frame;

New York State Thruway Authority

GROUP 4-A: Service man (fuel or grease truck).

GROUP 4-B: Compressor-Compressor Plant-Paint;
Compressor-Steel Erection; Conveyor Belt machine; Lighting
Unit (Portable & Generator); Pilot/Assistant Engineer/2
seated; Pumps-Pump Station-Water-Sewer-Gypsum-Plaster,
etc.; Pump Truck (Sewer Jet or Similar); Roller-Motorized
(Walk behind); Welding Machine (Steel Erection); Bending
Machine; Dust Collector; Mixer Concrete under 21-E; Heater-
all types; Steam Jenny; Syphon Pump-Air- Steam; Tar Joint
Machine; Vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Helicopter hoist operator.

GROUP 5-A-3: Engineer - all tower cranes, all climbing
cranes and all cranes of 100 ton capacity or greater (3900
Manitowac or similar) irrespective of manufacturer and
regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-4: Engineer-- Pile Driver

GROUP 5-A-5: Hoist Engineer-Steel-Substructure; Helicopter -
pilot.

GROUP 5-A-6: Helicopter - signalman.

GROUP 5-A-7: Jersey-spreader, pavement breaker (air ram);
post hole digger;

GROUP 5-B-1: Utility Man

GROUP 5-B-2: Concrete Saw

GROUP 5-B-3: Oiler

IRON0040-001 01/01/2012

WESTCHESTER COUNTY

	Rates	Fringes
IRONWORKER, STRUCTURAL	\$ 45.05	48.26

IRON0046-003 07/01/2011

	Rates	Fringes
IRONWORKER		

New York State Thruway Authority

METALLIC LATHERS AND
REINFORCING IRONWORKERS \$ 40.00 24.97

* IRON0197-001 07/01/2012

	Rates	Fringes
IRONWORKER		
STONE DERRICKMAN	\$ 40.50	35.93

IRON0580-001 01/01/2012

	Rates	Fringes
IRONWORKER, ORNAMENTAL	\$ 41.50	39.27

LABO0060-002 04/01/2012

HEAVY/HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1	\$ 35.80	19.45
GROUP 2	\$ 34.45	19.45
GROUP 3	\$ 34.05	19.45
GROUP 4	\$ 33.70	19.45
GROUP 5	\$ 33.35	19.45
GROUP 6	\$ 27.00	19.45
GROUP 7	\$ 35.35	19.45
SHAFT AND TUNNEL IN FREE AIR		
GROUP 1	\$ 40.47	19.45
GROUP 2	\$ 39.22	19.45
GROUP 3	\$ 38.72	19.45
GROUP 4	\$ 38.22	19.45
GROUP 5	\$ 37.97	19.45
GROUP 6	\$ 37.57	19.45
GROUP 7	\$ 37.37	19.45
GROUP 8	\$ 37.22	19.45
GROUP 9	\$ 37.07	19.45

LABORERS CLASSIFICATIONS (HEAVY/HIGHWAY):

GROUP 1: Blasters.

GROUP 2: Burner, Jumbo Driller, Joy Driller, Wagon Driller,
Air Track Driller, Hydraulic Driller, Concrete Form
Aligner, Concrete Form and Curb Form Highway (Steel),
Asphalt Screedman, Asphalt Raker.

GROUP 3: Asphalt Curb Machine Operator, Jeoper Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Driller. All types of pneumatic tools gasoline driller, concrete saw, gunniting, railroad spike puller and sandblasting, pipe layer, deck winches on scows, power buggy operator, power wheelbarrow operator.

GROUP 4: General concrete laborers-anything pertaining to concrete, aggregate or concrete material handling, puddlers, asphalt worker, rock scalers, vibrator operator, bit grinder, concrete grinder, air tampers and all tampers not covered by any other classification, form pin puller, pumps and their operation, service of air power, epoxy and waterproofing worker, fine grade person between forms, barco rammer, guard and guide rail and link fence, steel kings.

GROUP 5: Common laborers, signal person and pit person , truck spotters, powder person, landscape and nursery person, dump person.

GROUP 6: Flagperson

GROUP 7: Asbestos and Toxic Waste laborer

SHAFT AND TUNNEL IN FREE AIR CLASSIFICATIONS

GROUP 1: Blaster

GROUP 2: Concrete and form setters

GROUP 3: Miners, drill runners, air tuggers, chippers, pneumatic tools, and source of airpower, pumps and their operations, vibrator operators

GROUP 4: Puddlers

GROUP 5: Chuck tenders, nippers, concrete laborers tunnel sewer and water pipeliners, boring

GROUP 6: Laborers

GROUP 7: Powder carriers, signalmen

GROUP 8: Brakemen

GROUP 9: Outside laborers

FOOTNOTE: a. PAID HOLIDAYS: New Year's Day, Lincoln's

New York State Thruway Authority

Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, November Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.

LABO0235-001 05/01/2002

BUILDING

	Rates	Fringes
LABORER	\$ 23.50	13.85

LABO0235-002 05/01/2002

RESIDENTIAL

	Rates	Fringes
LABORER	\$ 20.50	11.80

PAIN0009-003 05/01/2011

	Rates	Fringes
Painters:		
GLAZIERS	\$ 39.00	32.74
Painters, Paperhanger, Drywall Finishers & Lead Abatement Worker	\$ 35.00	20.64
Spray, Scaffold, Sandblasting	\$ 38.00	20.64

PAIN0806-001 10/01/2011

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 46.25	31.58

PLUM0021-003 05/01/2011

	Rates	Fringes
Plumber and Steamfitter Zone 1	\$ 47.74	24.13

ROOF0008-003 06/01/2010

	Rates	Fringes
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New York State Thruway Authority

ROOFER	\$ 37.75	28.86
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SFNY0669-002 04/01/2012

	Rates	Fringes
SPRINKLER FITTER	\$ 39.08	20.65

* SHEE0038-001 07/01/2012

	Rates	Fringes
Sheet metal worker	\$ 41.81	31.85

TEAM0456-001 07/01/2011

HEAVY & HIGHWAY CONSTRUCION

	Rates	Fringes
Truck drivers:		
GROUP 1	\$ 40.02	20.75
GROUP 2	\$ 37.27	20.75
GROUP 3	\$ 37.72	20.75
GROUP 4	\$ 38.27	20.75
GROUP 5	\$ 37.39	20.75
GROUP 6	\$ 38.27	20.75
GROUP 7	\$ 38.27	20.75
GROUP 8	\$ 38.77	20.75
GROUP 9	\$ 39.14	20.75
GROUP 10	\$ 38.64	20.75
GROUP 11	\$ 39.27	20.75
GROUP 12	\$ 39.02	20.75

Hazardous/Toxic Waste - An additional 20% of the basic hourly wage rate set forth in this wage determination.

CLASSIFICATION DESCRIPTIONS

GROUP 1: Lowboy (carrying equipment)
GROUP 2: Straight jobs: 6-Wheeler, 10-Wheeler, A-Frame Trucks (inside cab), Winch Truck (inside cab), Dynamite Truck, Seeding Truck, Mulching Truck, Agitator Truck, Water Truck, Cement Trucks (all types), Suburbans, Station Wagons, Cars, Pickups.
GROUP 3: Fuel and tire trucks.
GROUP 4: Tractor trailers (all types)
GROUP 5: 14 Wheeler
GROUP 6: Athey wagon, Belly dumps, Articulated Dumps,

Trailer wagons.

GROUP 7: Athey Wagon, Belly Dumps, Articulated Dumps,
Trailer Wagons.

GROUP 8: Darts.

GROUP 9: RXS

GROUP 10: Off Road Equipment (Under 40 Tons): Euclid

GROUP 11: Off Road Equipment (Over 40 Tons) Euclid, DJB

GROUP 12: Off Road Equipment (Under 40 Tons) DJB

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, President's Day, Decoration Day, Independence Day, Labor Day, November Election Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, provided employee works two or more days in the calendar week in which the holiday falls.

PAID VACATION: 4 weeks paid vacation after 20 years of service and 30 days of employment in current contract year; 3 weeks after 10 years of seniority service; 3 weeks after 10 years and 60 days of employment in contract year, 3 weeks and 1 day after 16 years of seniority service, 3 weeks and 2 days after 17 years of seniority service; 3 weeks and 3 days after 18 years of seniority service; 3 weeks and 4 days after 19 years of seniority service; The third week and every additional day shall be granted to employee in the calendar year in which he completes his tenth or other years of seniority service; 2 weeks after 130 days of employment in the calendar year; 2 weeks after 5 years and 90 days seniority service in calendar year; 1 week and 1 additional day for each additional 18 days of employment not exceeding 10 days in any one calendar year after 90 days of employment. Casual employees 1 day for every 18 days of employment. An employee who does not qualify for vacation shall be paid pro rata on a daily basis. Holiday shall be counted as days worked for vacation benefits.

LEGAL SERVICES FUND: Employer shall contribute \$.20 to the fund on the same basis for all hours paid to employees in the form of holiday pay or vacation pay. In addition to the benefits paid for Health-Welfare and Pension for up to 40 hours worked an additional \$.25 is paid for each hour worked. The employer shall grant 3 calendar days off without loss of pay to an employee who has death in his/her immediate family, inclusive of the day of the funeral.

TEAM0813-002 12/01/1998

BUILDING & RESIDENTIAL CONSTRUCTION

New York State Thruway Authority

	Rates	Fringes
Truck drivers:		
GROUP 1	\$ 19.19	3.61+a
GROUP 2	\$ 19.47	3.61+a
GROUP 3	\$ 19.62	3.61+a
GROUP 4	\$ 19.95	3.61+a
GROUP 5	\$ 20.11	3.61+a
GROUP 6	\$ 21.00	3.61+a
GROUP 7	\$ 21.98	3.61+a
GROUP 8	\$ 19.62	3.61+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, Employee's Birthday, Two (2) Personal Days and any holiday or day of mourning proclaimed as such by the State or Federal Government.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Closed body trucks with self-contained loading unit up to and including 22 yard capacity.

GROUP 2: Open trucks, rack body, or trucks which have no self contained mechanical loading device, up to 22 yard capacity. One-container tractor hoist.

GROUP 3: 10 wheel, open trucks, container loaders, dino-master, over-cab loaders, rack body trucks, or trucks 22 yards to and including 25 yards capacity.

GROUP 4: Rubbish and garbage trucks 26 yards to and including 31 yards capacity.

GROUP 5: Single axle working non-compactor containers up to 15 yards capacity on rubbish and garbage removal only.

GROUP 6: Roll-off trucks up to and including 42 yards capacity.

GROUP 7: Roll-off truck with more than 42 yards capacity or any tractor-trailer trucks.

GROUP 8: One-container tractor hoist on construction and alteration debris removal.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

New York State Thruway Authority

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

New York State Thruway Authority

General Decision Number: NY120020 07/06/2012 NY20

Superseded General Decision Number: NY20100021

State: New York

Construction Types: Building, Heavy, Highway and Residential

County: Rockland County in New York.

BUILDING; HEAVY; HIGHWAY; AND RESIDENTIAL CONSTRUCTION PROJECTS

(Includes single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/20/2012
3	01/27/2012
4	02/17/2012
5	03/02/2012
6	03/23/2012
7	04/06/2012
8	04/13/2012
9	04/27/2012
10	05/04/2012
11	06/15/2012
12	06/22/2012
13	06/29/2012
14	07/06/2012

ASBE0091-001 05/31/2010

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Duties limited to preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulation materials whether they contain asbestos or not from mechanical systems) Insulator/asbestos worker (Includes application of all insulating materials, protective coverings,	\$ 25.55	9.95

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coatings, and finishes to all
types of mechanical systems) \$ 36.24 34.13

BOIL0005-001 01/01/2012

	Rates	Fringes
BOILERMAKER	\$ 47.98	32%+21.75+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0005-005 08/01/2011

	Rates	Fringes
BRICKLAYER BUILDING/RESIDENTIAL CONSTRUCTION Bricklayers, Cement Masons, Plasterers, Stone Masons	\$ 38.30	25.70
HEAVY & HIGHWAY CONSTRUCTION Bricklayers, Cement Masons, Plasterers, Stone Masons, Pointers, Caulkers & Cleaners	\$ 38.80	25.70

CARP0279-004 07/01/2011

	Rates	Fringes
Carpenters : Building and Heavy & Highway Construction	\$ 32.63	30.45
Residential.	\$ 25.00	16.40

CARP0740-001 07/01/2010

	Rates	Fringes
MILLWRIGHT	\$ 46.19	44.93

CARP1456-004 01/01/2011

	Rates	Fringes
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New York State Thruway Authority

Dock Builder & Piledrivermen

DOCKBUILDERS	\$ 46.21	38.36
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CARP1456-005 01/01/2011

	Rates	Fringes
Diver Tender	\$ 41.16	38.46
Diver	\$ 58.01	38.46

CARP1456-011 07/01/2008

	Rates	Fringes
Pipe Bending Machine Operator	\$ 43.61	38.06

ELEC0363-006 04/01/2011

	Rates	Fringes
Electricians:		
BUILDING, HEAVY & HIGHWAY		
CONSTRUCTION	\$ 41.00	23.33
RESIDENTIAL CONSTRUCTION	\$ 35.00	15.10

ELEC1249-002 05/04/2009

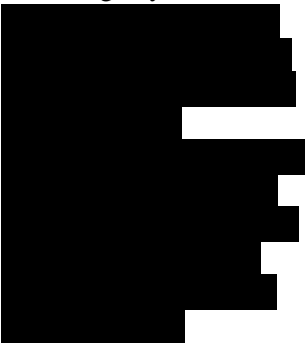
	Rates	Fringes
LINE CONSTRUCTION: Lineman		
LIGHTING AND TRAFFIC		
SIGNAL INCLUDING ANY AND		
ALL FIBER OPTIC CABLE		
NECESSARY FOR THE TRAFFIC		
SIGNAL SYSTEMS, AND		
TRAFFIC MONITORING		
SYSTEMS, ROAD WEATHER		
INFORMATION SYSTEMS		
Flagman	\$ 23.00	13.50+6.5%+a
Groundman Digging Machine		
Operator	\$ 34.51	13.50+6.5%+a
Groundman Truck Driver		
(Tractor Trailer Unit)	\$ 32.59	13.50+6.5%+a
Groundman Truck Driver	\$ 30.67	13.50+6.5%+a
Lineman and Technician.	\$ 38.34	13.50+6.5%+a
Mechanic	\$ 30.67	13.50+6.5%+a

PAID HOLIDAYS:

New York State Thruway Authority

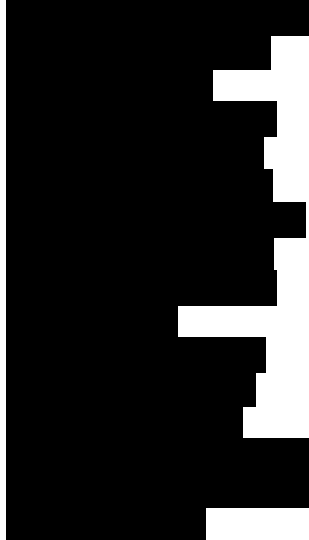
a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-004 01/01/2012

	Rates	Fringes
Line Construction:		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all		
		
Flagman	\$ 24.79	15.00+6.5%+a
Groundman digging machine operator	\$ 37.19	15.00+6.5%+a
Groundman truck driver (tractor trailer unit)	\$ 35.12	15.00+6.5%+a
Groundman Truck driver	\$ 33.06	15.00+6.5%+a
Lineman and Technician	\$ 41.32	15.00+6.5%+a
Mechanic	\$ 33.06	15.00+6.5%+a
Overhead transmission line work (where other trades are or have been involved):		
Flagman	\$ 26.29	15.00+6.5%+a
Groundman digging machine operator.	\$ 39.44	15.00+6.5%+a
Groundman truck driver (tractor trailer unit)	\$ 37.25	15.00+6.5%+a
Groundman truck driver	\$ 35.06	15.00+6.5%+a
Lineman and Technician	\$ 43.82	15.00+6.5%+a
Mechanic	\$ 35.06	15.00+6.5%+a
Substation:		
Cable Splicer	\$ 45.45	15.00+6.5%+a
Flagman	\$ 24.79	15.00+6.5%+a

New York State Thruway Authority

Ground man truck driver	\$ 33.06	15.00+6.5%+a
Groundman digging machine operator	\$ 37.19	15.00+6.5%+a
Groundman truck driver (tractor trailer unit)	\$ 35.12	15.00+6.5%+a
Lineman & Technician	\$ 41.32	15.00+6.5%+a
Mechanic	\$ 33.06	15.00+6.5%+a
Switching structures; railroad catenary installation and maintenance, third rail		



Cable Splicer	\$ 46.87	15.00+6.5%+a
Flagman	\$ 25.57	15.00+6.5%+a
Groundman Digging Machine Operator	\$ 38.35	15.00+6.5%+a
Groundman Truck Driver (tractor-trailer unit)	\$ 36.22	15.00+6.5%+a
Groundman Truck Driver	\$ 34.09	15.00+6.5%+a
Lineman & Technician	\$ 42.61	15.00+6.5%+a
Mechanic	\$ 34.09	15.00+6.5%+a
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer	\$ 27.99	4.43 + 3%
Groundman	\$ 12.48	4.43 + 3%
Installer Repairman-Teledata		
Lineman/Tecnician-Equipment Operator	\$ 26.57	4.43 + 3%
Tree Trimmer	\$ 21.64	7.36+3%

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial

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Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

b. New Years Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.

ELEV0001-002 03/17/2012

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor	\$ 55.20	26.105+a+b
Modernization and Repair	\$ 43.79	25.955+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ELEV0138-002 01/01/2012

THE TOWN OF STONY POINT

	Rates	Fringes
ELEVATOR MECHANIC	\$ 50.11	23.535+a+b

FOOTNOTES:

a. 8 Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months

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to 5 years of service as vacation pay credit.

ENGI0825-012 07/01/2010

BUILDING HEAVY AND HIGHWAY, ROAD AND STREET CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1	\$ 40.77	25.75
GROUP 2	\$ 39.43	25.75
GROUP 3	\$ 37.52	25.75
GROUP 4	\$ 35.89	25.75
GROUP 5	\$ 34.18	25.75
GROUP 6	\$ 42.84	25.75

NOTES:

Hazmat Premium	20 percent
Hydrographic Premium	.50

FOOTNOTE:

a. New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Washington's Birthday, Election Day, and Veterans Day provided the employee works one day during the calendar week in which the holiday occurs.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Types); Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead And Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type) Drillmaster/Quarrymaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of Boom Including Length of Leads Shall Determine Premium Rate Applicable), Pile Driver (length of boom including length of leads shall determine rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chopper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate Based On Size Of Bucket) Not Applicable To Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carryalls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 5 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planing; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist") Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro- Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; "straddle" Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks(Hoisting).

GROUP 3: Asphalt Crubing Machine, Asphalt Plant Engineer, Asphalt Spreader;Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machine (power), Batchers, Batching Plant and Crusher on Site; Belt Conveyor System; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (Railroad); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conjunction with generators); Hoists (Roof, Tuggeaerial Platform Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type;

Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also Maintains Compressor or Hydraulic Unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hold Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conjunction with unloading); welder and Repair Mechanics; Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator, Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Fill Or Stone Base; Seeding Equipment (Operation and maintenance of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (welson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of Any type, single, two or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler, tire repair

GROUP 6: Helicopter pilots

New York State Thruway Authority

ENGI0825-013 07/01/2010

	Rates	Fringes
Power equipment operators:		
BUILDING CONSTRUCTION		
STEEL ERECTION		
GROUP 1	\$ 43.79	25.75
GROUP 2	\$ 42.88	25.75
GROUP 3	\$ 40.59	25.75
GROUP 4	\$ 37.93	25.75
GROUP 5	\$ 36.40	25.75
GROUP 6	\$ 44.65	25.75
GROUP 7	\$ 44.65	25.75
BUILDING CONSTRUCTION TANK		
ERECTION		
GROUP 1	\$ 43.51	25.75
GROUP 2	\$ 42.67	25.75
GROUP 3	\$ 44.15	25.75
GROUP 4	\$ 40.58	25.75
GROUP 5	\$ 35.37	25.75
OILOSTATIC MAINLINES AND		
TRANSPORTATION PIPE LINES		
GROUP 1	\$ 41.65	25.75
GROUP 2	\$ 40.00	25.75
GROUP 3	\$ 40.00	25.75
GROUP 4	\$ 36.36	25.75
GROUP 5	\$ 43.58	25.75
GROUP 6	\$ 43.58	25.75
RESIDENTIAL CONSTRUCTION		
ALL JOB CLASSIFICATION	\$ 11.49	7.75

NOTES:

Hydrographic Premium	.50
Hazmat Premium	20 percent
Tunnel Premium	.75

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Independence Day, Memorial Day, Labor Day Thanksgiving Day, Christmas Day, Washington's Birthday, November Election Day, Veterans Day, Decoration Day provided the employee works one day in the calendar week during which the holiday occurs

POWER EQUIPMENT OPERATORS: STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks,

New York State Thruway Authority

Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: "A" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Fireman; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler, staddle carrier

GROUP 7: Helicopter Pilot

For BUILDING CONSTRUCTION TANK ERECTION

NOTES:

Tunnel Premium	.75
Hazmat Premium	20 %
Hydrographic Premium	.50

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, Washington's Birthday, November Election Day, Veterans Day, Decoration Day provided the employee works one day in the calendar week during which the holiday occurs

POWER EQUIPMENT OPERATORS: TANK ERECTION CLASSIFICATIONS

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GROUP 1: Operating Engineers on all Cranes, Derricks, etc with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, etc with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Steam, Compressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All "Dual Purpose" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Site or in Conjunction with the Job Site.

GROUP 5: Oiler

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINES NOTES:

Hydrographic Premium	.50
Hazmat Premium	20%
Tunnel Premium	.75

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Independence Day, Memorial Day, Labor Day, Thanksgivings Day, Christmas Day, Washington's Birthday, November Election Day, Veterans Day and Decoration Day provided the employee works one day in calendar week during which the holiday occurs.

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: "A" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks

New York State Thruway Authority

(Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machanic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inch suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Multiple Welders; Well Point Systems (including installation and Maintenance); Farm Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

* IRON0417-001 07/01/2012

	Rates	Fringes
IRONWORKER	\$ 36.70	35.30+a

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving (unpaid), Christmas Day.

LABO0754-001 04/01/2012

	Rates	Fringes
Laborers:		
BUILDING CONSTRUCTION		
Hazardous Waste Handler		
Category A:	\$ 36.15	19.70+a
Category B:	\$ 35.15	19.70+a
Category C:	\$ 34.15	19.70+a
Category D:	\$ 33.15	19.70+a
BUILDING CONSTRUCTION		
Air track operators, joy		
drill operators	\$ 34.00	19.70+a
All types of landscaping,		
pit men, dump men,		

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building laborers (clean up), Flag Persons	\$ 29.90	19.70+a
Blasters	\$ 32.91	19.70+a
Bull float man, stud or riveting gunman, all scalers, power buggy operators (all types), mixer men, (by machine or hand), power saw (all types), brush king, jackhammer, jib rig operators, pavement breakers, vibrator men, powder men, ramset operators, torchmen, cement spray men, guniting nozzle men, sandblasting, all other machine or semi-skilled and asbestos and hazardous waste removal;	\$ 33.15	19.70+a
Form setter, liners, joint setters, top concrete men	\$ 33.45	19.70+a
Hod carriers, scaffold and runway men, steel rod carriers, rip rap and dry stone layers, concrete laborer, mason tenders, pipelayers, (all types), signal men, rail and fence men (all types), core drillers, wrecking and demolition men;	\$ 32.91	19.70+a
HEAVY & HIGHWAY CONSTRUCTION		
Hazardous Waste Handler		
Category A:	\$ 34.65	19.65+a
Category B:	\$ 34.65	19.65+a
Category C:	\$ 33.65	19.65+a
Category D:	\$ 33.15	19.65+a
HEAVY & HIGHWAY CONSTRUCTION		
GROUP 1	\$ 35.90	18.70+a
GROUP 2	\$ 34.40	19.65+a
GROUP 3	\$ 33.15	19.65+a
GROUP 4	\$ 29.60	19.65+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving day; Christmas Day, President's Election Day; Non-Presidential Election day; and Veterans Day, provided the employee works two days or reported to work two days in the work week and was unable to work.

For HEAVY & HIGHWAY CONSTRUCTION

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, President's Birthday, Presidential Election Day, Veterans Day provided the employee works one day in the calendar week during which the holiday occurs.

LABORERS HEAVY/HIGHWAY CLASSIFICATIONS

GROUP 1: Blasters

GROUP 2: Track Operator; Joy Drill Operator

GROUP 3: Nipper, Power Buggy Operator; Plaster Tender; Mixer Man (by Machine or hand); Scaffold Runway Man; Power Saw; Brush King; Steel Rod Carrier; Jack Hammer; Wagon Driller; Jib Rig Operator; Pavement Breaker; Vibrator Man; Bit Grinder; Powder Man; Ramset Operator; Rip Rap and Dry Stone Layer; Cement Spray Man; Gunnite Nozzle Man; Spray and Nozzle Man on Mulching and Seeding Machine; Sand Blaster; Concrete Saw; All other Machine or Semi-Skilled Men; Asbestos and Hazardous Waste Removal; Concrete Laborer; Building Laborer; Mason Tender; Carpenter Tender; Pipe Layer (all types); Signal Man; Gabion Basket Assembler; Bull Float Man; Form Setter; Liner; Joint Setter; Sheeter; Tip Concrete Man; Stud or Riveting Gun Man; All Scalars; Asphalt Men (all types); Rail and Fence (all types); Core Driller; Wrecking and Demolition Man; Bar Man; Seeder; Planter; Landscape Men (all types), Ax Man; Pit and Dump Men; Road Laborer

GROUP 4: Flag Person

PAIN0009-010 05/01/2010

	Rates	Fringes
GLAZIER	\$ 39.00	32.24

New York State Thruway Authority

PAIN0155-004 05/01/2012

	Rates	Fringes
Painters:		
Drywall Finisher	\$ 31.89	17.15
Lead Abatement Work	\$ 31.89	17.15
Painter/Paperhanger	\$ 31.89	17.15
Spray Rate	\$ 32.89	17.15

PAIN0806-001 10/01/2011

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 46.25	31.58

PLUM0373-001 05/01/2012

ZONE 1

	Rates	Fringes
PLUMBER		
PLUMBERS AND STEAMFITTERS	\$ 36.20	32.17
REFRIGERATION	\$ 23.04	11.88
SINGLE FAMILY DWELLINGS	\$ 16.60	4.95

SFNY0669-002 04/01/2012

	Rates	Fringes
SPRINKLER FITTER	\$ 39.08	20.65

* SHEE0038-001 07/01/2012

	Rates	Fringes
Sheet metal worker	\$ 41.81	31.85

TEAM0445-001 05/01/2012

	Rates	Fringes
Truck drivers:		
GROUP 1	\$ 30.35	26.25+a
GROUP 1A	\$ 31.49	26.25+a
GROUP 2	\$ 29.79	26.25+a
GROUP 3	\$ 29.57	26.25+a

New York State Thruway Authority

GROUP 4	\$ 29.46	26.25+a
GROUP 5	\$ 29.34	26.25+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over, Articulated Back Dumps and Articulated Water Trucks.

GROUP 1A: Drivers on detachable Gooseneck Low bed Trailers rated over 35 tons.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks, batch trucks and all other tractor trailers.

GROUP 4: Drivers on tri axles, ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

New York State Thruway Authority

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT 4 TO APPENDIX IV
EQUAL EMPLOYMENT OPPORTUNITY

Standard Federal Equal Employment Opportunity
Construction Contract Specifications (Executive Order 11246)

Part 2, DB §102-9 and this Attachment 4 provide specifications for federal equal employment opportunity compliance.

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" has the meaning specified in *Part 2, DB §102-9.2*.
2. Notice of goals – *See Part 2, DB §102-9.6(F)*.
3. Hometown Plan – *See Part 2, DB §102-9.8*.
4. Specific Affirmative Action Standards – *See Part 2, DB §102-9.3*.
5. Nonreferral Does Not Excuse Obligations – *See Part 2, DB §102-9.5(C)*.
6. Nonworking Training Hours – *See Part 2, DB §102-9.6*.
7. Required Specific Affirmative Action Steps – *See Part 2, DB §102-9.6*.
8. Participation in Voluntary Associations – *See Part 2, DB §102-9.7*.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. No Use of Goals to Discriminate. *See Part 2, DB §102-9.5(A)*.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. Executive Order 11246 Compliance. *See Part 2, §102-9.5.*
13. Implementation of Specific Affirmative Action Steps. *See Part 2, DB §102-9.6.*
14. Civil Rights Monitoring. *See Part 2, DB §102-9.4.* Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. No Limitation on Application of Other Laws. *See Part 2, DB §102-9.*
16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and the subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit an annual report each July for the duration of the project, indicating employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

ATTACHMENT 5 TO APPENDIX IV

AFFIRMATIVE ACTION

Notice of Requirement for Affirmative Action to Ensure
Equal Employment Opportunity (Executive Order 11246)

1. General.

In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the contractor's attention is directed to the specific requirements for utilization of minorities and females as set forth below.

2. Goals.

- a. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.
- b. The goals for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade (per-cent)	Goals for female participation in each trade (per-cent)
22.6%	6.9%

- c. These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction. The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- d. A contractor or subcontractor will be considered in compliance with these provisions by participation in the Authority's Affirmative Action Plan. Provided that each contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set

forth for each participating trade in the plan in which it has employees. The overall good performance of other contractors and subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this plan.

3. Subcontracting.

The contractor shall provide written notification to the Authority within ten business days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation pending concurrence of Authority in the award. The notification shall list the names, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. Covered area.

As used in this special provision, and in the contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of New York. The geographical area covered by these goals for other minorities are the counties in the State of New York as indicated in Table 1.

5. Reports.

The contractor is hereby notified that it may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and recordkeeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the contractor as to the specific reporting requirements that he will be expected to fulfill.

ATTACHMENT 6 TO APPENDIX IV
DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing and submitting its proposal or bid, and by executing the Contract or Subcontract, each prospective Design-Builder and subcontractor (at all tiers) shall be deemed to have signed and delivered the following certification:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective Design-Builder or subcontractor is unable to certify to any of the statements in this certification, such Person shall attach a certification to its proposal or bid, or shall submit it with the executed Contract or subcontract, stating that it is unable to provide the certification and explaining the reasons for such inability.

ATTACHMENT 7 APPENDIX IV

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

By signing and submitting its proposal or bid, and by executing the Contract or Subcontract, each prospective Design-Builder and Subcontractor (at all tiers) shall be deemed to have signed and delivered the following:

1. The prospective Design-Builder/Subcontractor certifies, to the best of its knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Contract or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. Design-Builder/subcontractor shall require that the language of this certification be included in all lower tier Subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

ATTACHMENT 8 APPENDIX IV
MONTHLY EMPLOYMENT REPORT FORM

MONTHLY EMPLOYMENT REPORT FORM			
1. Report Month:(mm/yyyy)		2. Contracting Agency	
3. Federal-Aid Project Number		4. Project/Contract ID Number	5. Project location (State and County):
6. DESIGN-BUILDER NAME AND ADDRESS Name: Address: City: Zip: State:			
7. Design-Builder DUNS Number:			
8. Employment Data			
	EMPLOYEES	HOURS	PAYROLL
Design-Builder Direct, On-project jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Subcontractor Direct, On-Project Jobs Name:			
Design-Builder and Subcontractor Totals	0	0.0	\$0.00
9. PREPARED BY CEO or Payroll official:		Date:	
Name:			
Title:			
FHWA-1589 Form(Rev.3-25),Modified by NYSDOT,04/14/2009, Modified by NYSTA 29/06/2012			
NOTE: Please do not modify this form in anyway as it may be used in its Electronic format for data summarization purposes.			

New York State Thruway Authority

Coding Instructions:

BOX 1. **Report Month:** The month and year covered by the report, as mm/yyyy (e.g. May 2012 would be coded as 05/2012).

BOX 2. **Contracting agency:** New York State Thruway Authority.

BOX 3 **Federal-aid project number:** The State assigned federal-aid project number, consistent with the format reported in FMIS (if applicable).

BOX 4. **Project/Contract identification number:** [REDACTED]

BOX 5. **Project location:** Rockland and Westchester Counties, New York State.

BOX 6. **Design-Builder name and address:** The name and address of Design-Builder shall include the name, street address, city, state, and zip code.

BOX 7. **Design-Builder DUNS number:** The unique nine-digit number issued by Dun & Bradstreet. Followed by the optional 4 digit DUNS Plus number. Reported as “99999999.9999”

BOX 8. **Employment data:** The Design-Builder will report the direct, on-the project jobs for its workforce and the workforce of its Subcontractors active during the reporting month. These jobs data include employees actively engaged in the Project who work on the jobsite, in the project office, in the home office or telework from a home or other alternative office location. This also includes any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail, and tool suppliers. Design-Builder should include in its report all direct labor associated with the Project such as design, construction, and inspection. The reports should include their own project labor, including permanent, temporary, and contract project staff. Design-Builder shall not to include estimated indirect labor, such as material testing, material projection or estimated macroeconomic impacts. The form requests specifically:

- a. **Subcontractor name:** The name of each Subcontractor that was active on the Project for the reporting month.
- b. **Employees:** The number of Project employees on the Design-Builder’s workforce that month, and the number of Project employees for each of the active Subcontractors for the reporting month. Do not include material suppliers.
- c. **Hours:** The total hours on the Project for all employees reported on the Design-Builder’s project workforce that month, and the total hours for all Project employees reported for each of the active Subcontractors that month.
- d. **Payroll:** The total dollar amount of wages paid by the Design-Builder that month for employees on the Project, and the total dollar amount of wages paid by each of the active Subcontractors that month. Payroll only includes wages and does not include overhead or indirect costs.

BOX 9. **Prepared by:**

- a. **Name:** Indicate the person responsible for preparation of the form. By completing the form the person certifies that they are knowledgeable of the hours worked and employment status for all the employees. Design-Builder and Subcontractors are responsible to maintain data to support the employment form and make it available to the Authority’s Project Manager should he/she request supporting materials.
- b. **Date:** The date the employment form was completed. Reported as mm/dd/yyyy. (e.g. May 1, 2012 would be coded as 05/01/2012).

APPENDIX V

STATE PREVAILING WAGE RATES

The Design-Builder shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the Contract, the Design-Builder shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at www.labor.state.ny.us. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this Contract has been determined and is included in this Appendix V, as attachment 1, NYSDOL Form PW-200. The prevailing wage schedule is also available on the internet and can be accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC# 2012002107).

ATTACHMENT 1 TO APPENDIX V

NYSDOL Form PW-200

(See attached.)

APPENDIX VI
PROJECT LABOR AGREEMENT

(See attached.)

PROJECT LABOR AGREEMENT
COVERING
THE TAPPAN ZEE HUDSON RIVER CROSSING PROJECT

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PROJECT LABOR AGREEMENT COVERING
THE TAPPAN ZEE HUDSON RIVER CROSSING PROJECT

ARTICLE 1 - PREAMBLE

WHEREAS, the New York State Thruway Authority desires to provide for the efficient, safe, quality, and timely completion of a construction project to replace the Tappan Zee Bridge, in a manner designed to afford the lowest reasonable costs to the Authority, and the Public it represents, and the advancement of public policy objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

- (1) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace for the duration of the Project;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in work scheduling and shift hours and times;
- (4) providing negotiated adjustments to work rules and staffing requirements from those which otherwise might apply;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) ensuring a reliable source of skilled and experienced labor;
- (7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
- (8) minimizing potential losses of toll revenues;
- (9) expediting the construction process and otherwise minimizing traffic inconveniences to the public;

and, WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement;

and, WHEREAS, the Parties desire to maximize Project safety conditions for both workers and the motoring public;

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between the New York State Thruway Authority, on its own behalf and on behalf of any subsequently designated Program Manager which might be used in connection with this Project, and by the New York State Building & Construction Trades Council, AFL-CIO on behalf of itself and its affiliates and local union members; the Building and Construction Trades Council of Westchester and Putnam County, AFL-CIO, on behalf of itself and its affiliated local union members; the Rockland County Building & Construction Trades Council, AFL-CIO, on behalf of itself and its affiliated local union members; and the signatory Local Unions on behalf of themselves and their members.

ARTICLE 2 – GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Union parties and the signatory Local Unions and County Councils are referred to singularly and collectively as "Union(s)"; where specific reference is made to "Local Unions" that phrase is sometimes used; the term

"General Contractor" refers to the successful bidder for the Project work; the term "Contractor(s)" refers to the General Contractor and its subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article 3; "Program Manager" refers to any entity retained by the Authority to serve as Program Manager of the Tappan Zee Hudson River Crossing Project (in the event no outside entity is retained to serve as Program Manager, and the New York State Thruway Authority retains that role for itself, that term shall refer to the New York State Thruway Authority when acting in that capacity); the New York State Thruway Authority is referenced as the "Authority"; the New York State Buildings & Construction Trades Council, AFL-CIO is referenced as the "NYS Council"; the Westchester and Putnam County and Rockland County Building and Construction Trades Councils, AFL-CIO are referenced as the "County Councils," and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project Work".

As used in this Agreement, (1) "staging area" refers to an area dedicated to the assembly of workers, construction components, and construction equipment for transport to the project site; (2) "preparation area" refers to an area dedicated to the handling of construction components and assembly of construction equipment to make ready for transport to the project site; and (3) "fabrication" means the manufacturing of materials into construction components intended for use in the project and locations where fabrication occurs are not considered either staging or preparation areas.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the NYS and the County Councils, and the Local Unions; (2) the Agreement is approved by the Federal Highway Administration and (3) the Agreement is approved by vote of the Board of Directors of the Authority and signed by the Authority.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions, the Program Manager, and all Contractors performing on-site Project Work, including site preparation and staging areas, as defined in Article 3. (There is no obligation to award work to unions that are not signatory to this Agreement.) The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. This Agreement shall be administered by the Program Manager, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, represents the complete understanding of all parties and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part,

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except that to the extent a Contractor is a signatory to the National Stack/Chimney Agreement, the National Cooling Tower, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and the National Agreement of the International Union of Elevator Constructors, those agreements shall apply, except that Articles 7, 9 and 10 of this Agreement shall still apply. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Program Manager.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Program Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the NYS and County Councils and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE AUTHORITY

Upon final approval, the Authority shall require in its bid specifications for all work within the scope of Article 3 that the successful bidder, and its subcontractors of whatever tier, become bound by this Agreement and signatory to the Letter of Assent included as Appendix I. The Authority shall not be liable in any manner under this

Agreement, except to the extent it serves as its own Program Manager. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Authority and/or General Contractor in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the Authority has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL CONTRACTORS

The Unions agree that this Agreement shall be made available to, and shall fully apply to any successful General Contractor (and its subcontractors) for Project Work who becomes bound thereto, without regard to whether that successful General Contractor (or its subcontractors) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful General Contractor (or its subcontractors) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project Work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1: THE WORK

This Agreement shall only apply to the following, on-site construction work performed as part of the Tappan Zee Hudson River Crossing Project (Project Work):

That on site construction work covered by [Contract D214134] generally defined as any new bridge(s) and/or tunnel(s) that replace the existing Tappan Zee Bridge/Causeway and span across the Hudson River between Tarrytown and South Nyack, New York, along Interstates 87/287 between interchanges #9 and #10; approach spans thereto; modification to existing roadways; ancillary buildings; associated land and waterway structures; associated marine work; temporary traffic controls/ structures; demolition work; and removal of the existing Tappan Zee Bridge/Causeway. (At the Contractor's option, work that occurs beyond interchanges #9 and #10 may be covered by this Agreement.)

"On site" construction work in connection with the above shall be defined to include Project Work performed at dedicated preparation and staging areas within 15 miles of the project site.

SECTION 2. TIME LIMITATIONS

This Agreement shall be further limited to Project Work performed under an Authority construction contract awarded after the effective date of this Agreement and performed prior to the termination date (December 31, 2017) of this Agreement. It is further understood that this Agreement, together with all of its provisions, shall remain in effect for all Project Work bid and awarded, but not completed, by December 31, 2017. If the Project Work described above is not awarded by December 31, 2017, this Agreement may be extended by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons (excluding divers) are not subject to the provisions of this Agreement, even though performing work on the Project:

- a. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/ assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering (except field surveyors), administrative and management persons;
- b. Employees of the Authority, or of any other State agency, authority or entity or employees of any municipality or other public employer;
- c. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of bridge components, materials, equipment or machinery, or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, asphalt and item 4 which are covered by this Agreement;
- d. Employees of the Program Manager, excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- e. Employees engaged in on-site equipment warranty work;
- f. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- g. Employees engaged in laboratory or specialty testing or inspections;
- h. Employees engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Authority, the Program Manager and/or any Contractor. The Agreement shall further not apply to the Authority or any other state agency, authority, or other municipal or

public entity and nothing contained herein shall be construed to prohibit or restrict the Authority or its employees or any other state authority, agency or entity and its employees from performing on or off-site work related to the Project. As any portion of Project Work is completed and turned over to the Authority, the Agreement shall not have further force or effect with respect to such portions except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the General Contractor for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project Work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire Project craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required; the selection of employees to be laid-off (except as provided in Article 5, Section 3); and the sole right to

reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project craft employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project Work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the Program Manager and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

- (1) possess any license required by NYS law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4) have demonstrated ability to safely perform the basic functions of the applicable trade.

Except as provided below, no more than 12 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). The Contractor's first name referral must be a general foreperson (if otherwise included in a craft's Schedule A). Thereafter, the Contractor may seek a name referral for the 16th, 24th, 32nd referral, and for every 8th referral thereafter.

The Committee may also allow a Contractor, subject to the above per centum, to employ socially or economically disadvantaged persons as defined in 49 CFR 26.5 for entry into the construction industry outside of the formal apprenticeship program.

This Project is subject to the federal Disadvantaged Business Enterprise ("DBE") program (49 CFR Part 26), with a 10% DBE goal, and federal Equal Employment Opportunity requirements (23 CFR Part 230). Notwithstanding the above provision, a certified DBE may, with respect to its first 14 hires, request referral by name under the above requirements of up to 50% of the employees covered by this Agreement, by craft. In that case, the first name referral must be a general foreperson (if otherwise included in a craft's Schedule A). The 3rd, 5th, 7th, 9th, 11th and 13th employee may be a name referral. Thereafter, the above 12 per centum referral provision will apply, meaning that the 22nd, 30th, 38th and every 8th employee thereafter may be a name referral.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems shall be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment

opportunities (including but not limited to 23 CFR Part 230 and 23 CFR Section 635.117(b)). Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Authority's bid specifications (established at 6.9% women/22.6% minorities), the Contractor may employ qualified (i.e., successfully completed a 10 hour OSHA Training Course in Construction Safety from a qualified source) minority or female applicants from any other available source.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions shall exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Project Work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the Local Union, signatory to this Agreement, which represents the craft in which the employee is performing Project Work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment shall be received by the Unions as an agency shop fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor unless otherwise provided by specific provisions of an applicable Schedule A (except that in all cases selection of the first general foreperson shall be solely the responsibility of the Contractor). All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftpersons he is leading exceed a specified number.

ARTICLE 5. UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to Contractor involved and Program Manager) one representative, and/or the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

(a) Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and Program Manager of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor shall not discriminate against the Steward in the proper performance of Union duties.

(c) The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 – MANAGEMENT RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the

individual, as determined by the Contractor or Program Manager, and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished (except that, with respect to rebar work that otherwise falls within the jurisdiction of Local 46 under this Agreement, rebar other than galvanized, stainless steel and/or MMFX, that is to be used in cast-in-place, on site construction will be cut and bent in accordance with its local industry practices; galvanized, stainless steel and/or MMFX rebar for use in cast-in-place can be cut and bent off-site, applying local industry practice), or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for the Project.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, bannering, demonstrations or other disruptive activity at or affecting the Project for any reason by any Union or employee against any Contractor or employer while performing Project Work. There shall be no other Union, or concerted or employee activity which for any reason disrupts or interferes with the Authority's operation, including construction or operation of any part or all of the Project, the Thruway system (including the existing Tappan Zee Bridge) or the free flow of traffic in connection with either. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site or in connection with Project Work is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted Authority operations including construction of the Project, as well as the free flow of traffic in connection with or near any operational portion of the Project and/or the Thruway system (including the existing Tappan Zee Bridge) for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee shall not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it shall notify the appropriate County Council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the NYS Council. The County Council and the NYS Council shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A County Council, or the NYS Council, complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- a. A party invoking this procedure shall notify John J. Pierson, Jr., Esq. and Jeffrey Selchick, Esq., who shall alternate as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if

- a Local Union is alleged to be in violation, the NYS Council, its County Council, and the Program Manager.
- b. The Arbitrator shall, after notice as to time and place to the Contractor, the Local Union involved, the Councils and the General Contractor and the Program Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing shall not, however, be scheduled for less than 24 hours after the notice to the County Council required by Section 3, above.
- c. All notices pursuant to this Article may be by telephone, telegraph, e-mail, hand-delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union (and any other required party) involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the

Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

- e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- f. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in

this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

- g. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 – LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Project Labor Management Committee shall meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interest; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project. The Labor Management Committee shall also be responsible for overseeing an orientation program available to non-union contractors and employees to familiarize each with their rights and obligations under the

PLA. The Unions shall participate in a written orientation program and provide representatives for attendance at a pre-job conference as may be scheduled by the Program Manager.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by designee of the President of the NYS Council and the Program Manager (or its designee) and representatives of the General Contractor, Local Unions and other Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed sub-committees.

ARTICLE 9 – GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the

grievance must be given within 14 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 14 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 14 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the Program Manager and General Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are nonprecedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Program Manager as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 14 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the County Council, the involved Contractor, and, if they elect to do

so, the General Contractor and the Program Manager, shall meet in Step 2 within 14 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to Messrs. Pierson or Selchick who shall act, alternately, as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Program Manager, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Program Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY PROGRAM MANAGER/GENERAL CONTRACTOR

The Program Manager and General Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There shall be no strikes, sympathy strikes, work stoppages, slowdowns, picketing, bannering or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

All Project construction work assignments shall be made to signatory Local Unions pursuant to law. (The work demarcation line for Local Unions that are affiliates of the same International shall be the center of the Hudson River. The Project Labor

Management Committee may, upon Contractor request, modify this demarcation line for the efficient use of the workforce.)

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

A. Any Union having a jurisdictional dispute with respect to Project Work assigned to another Union shall submit the dispute in writing to the Administrator, National Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan") within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the Program Manager, the General Contractor, the NYS Council and the County Council of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator shall invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.

B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the Program Manager, the Contractor involved, the Local Unions involved and designees of the NYS Council and the County Council of the Local Unions involved for the purpose of resolving the jurisdictional dispute.

C. If the dispute remains unresolved after this meeting, the parties shall proceed to final and binding arbitration in accordance with the principles and procedures set forth in the rules of the Plan.

D. The Arbitrator shall render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.

E. This Jurisdictional Dispute Resolution Procedure shall only apply to work performed by Local Unions at the Project.

F. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any jurisdictional award pursuant to Section 3 shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the Program Manager and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The Jurisdictional Dispute Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign the work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for

the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the work of the Project (or other Authority operations, including the operation of the existing Tappan Zee Bridge) while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 – WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

Subject to Section 2, all employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A, as may be amended during this Agreement. (In no event shall that rate be less than the prevailing minimum wage rate determined by the Secretary of the U.S. Department of Labor pursuant to 23 U.S.C. 113.) Recognizing, however, that special conditions may exist or occur on the Project, the parties by mutual agreement may establish higher rates and/or hours for one or more classifications which may differ from Schedule A. Parties to such agreements shall be the Program Manager, the Contractor involved, the involved Local Unions and the County Council.

SECTION 2. IRONWORKERS LOCAL UNION 46

Notwithstanding Section 1 and the provisions of Schedule A with respect to Ironworkers Local 46, the following wage rates or fringe benefits will be effective for Foremen and Journeymen on the following dates with the understanding that the Union shall have the right to allocate to fringe benefit contributions any portion of the amount set forth on the dates set forth below. Any amount so allocated by the Union to fringe benefit contributions shall not be considered to be wage increases due to employees and shall not be considered to be a reduction in wages. Provided, however, that the right of allocation shall be that of the Union and any determination by the Union that an amount shall be allocated to fringe benefit contributions shall not constitute said amount as any wage increase. The amount so allocated shall not be considered wages and shall not be considered as part of the income of employees. The Union shall also have the right to determine that any portion of such wage increase may be used to increase the amount of the dues check off. It shall be noted that ERISA requires the Trustees to allocate or re-allocate monies to Funds when they ascertain that a particular Fund or Funds are deficient or underfunded.

Effective July 1, 2012, the Journeyman base wage and fringe benefit package for Ironworkers Local 46 shall be \$79.81 per hour subject to allocation by the Local 46 membership in keeping with this agreement. Foreman shall receive an additional base wage amount of \$3.00 per hour.

Effective July 1, 2013 - \$2.00 per hour to be allocated by the Local 46 membership

Effective July 1, 2014 - \$2.00 per hour to be allocated by the Local 46 membership

Effective July 1, 2015 - \$2.00 per hour to be allocated by the Local 46 membership

Effective July 1, 2012, for those commencing as apprentices on or after June 1, 2012, the base wage and fringe benefit package for the period July 1, 2012 to June 30, 2012 shall be: as to a first year apprentice \$37.79 per hour subject to allocation by the Local 46 membership in keeping with this agreement; as to a second year apprentice \$42.79 per hour subject to allocation by the Local 46 membership in keeping with this agreement; as to a third year apprentice \$47.79 subject to allocation by the Local 46 membership in keeping with this agreement. Such rates shall become effective during the first (1st) year of apprenticeship and at the beginning of the individual's second (2nd) and third (3rd) years of apprenticeship.

Effective July 1, 2012, for those commencing as apprentices before June 1, 2012, the base wage and fringe benefit package for the period July 1, 2012 to June 30, 2013 shall be: as to a first year apprentice \$43.79 per hour subject to allocation by the Local 46 membership in keeping with this agreement; as to a second year apprentice \$48.79 per hour subject to allocation by the Local 46 membership in keeping with this agreement; as to a third year apprentice \$53.79 subject to allocation by the Local 46 membership in keeping with this agreement. Such rates shall become effective during the first (1st) year of apprenticeship and at the beginning of the individual's second (2nd) and third (3rd) years of apprenticeship.

As to apprentice wage and benefit package changes for the succeeding three periods (July 1, 2013 to June 30, 2014; July 1, 2014 to June 30, 2015 and July 1, 2015 to June 30, 2016) apprenticeship rates are a percentage of the journeyman's rate and

shall reflect changes in the journeyman's wage and fringes. Apprentices shall participate in Metal Lathers Annuity Fund at rates which shall be supplied by this fund.

Under no circumstances shall required payments be below those required by Davis-Bacon.

SECTION 3. EMPLOYEE BENEFIT FUNDS

A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A (or Section 2, above); provided, however, that the Contractors and the Unions agree that only such bona fide employee benefits as are recognized under Section 220 of the New York State Labor Law shall be included in this requirement and paid by the Contractors on this Project. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly recognized under Section 220. Contractors not otherwise contractually bound to do so shall not be required to contribute to non-Section 220 benefits, trusts or plans, however, this provision does not relieve Contractors signatory to local collective bargaining agreements with any Local Union from complying with the fringe benefit requirements for all funds contained in those collective bargaining agreements.

B. The Contractor agrees to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work

done on this Project and only for those employees to whom this Agreement requires such benefit Payments.

C. 1. Notwithstanding Section 3(A) above, and subject to Section 3(C)(2) below, Contractors who designate employees pursuant to Article 4, Section 3(B) or Section 4 of this Agreement and who maintain bonafide private benefit plans which satisfy the requirements of Section 220 of the Labor Law, shall satisfy the above benefit obligation with respect to those employees by (1) providing those employees with coverage under their private benefit plans for health, welfare, retirement and similar benefits (to the extent consistent with Section 220) and by paying into an applicable jointly trustee annuity fund (provided there is immediate employee vesting) the difference between the cost of those benefits and the full Section 220 amount for health, welfare, retirement and similar benefits, or (2) by contributing to all Section 220 required Schedule A funds on their employees' behalf, at the Contractors' option. The total benefit payments to be made on behalf of each such employee must be equal to the total Section 220 supplement amount. This same option shall apply with respect to any other employee who is referred to the Contractor through the hiring hall process (or is otherwise hired by the Contractor) provided such employee is currently employed by the Contractor and is a participant in a bonafide private benefit plan maintained by the Contractor and which satisfies the requirements of Section 220.

2. Contractors shall make contributions to the jointly trustee funds on behalf of all employees to those Schedule A funds recognized under Section 220 that cover training, apprenticeship, supplemental unemployment benefits, and worker education. To the extent there remains any difference between the full Section 220

supplements and the amounts described in Section 3(C) for health, welfare, retirement and similar benefits and the amounts described in the preceding sentence (for training, apprenticeship, supplemental unemployment benefits and worker education), that difference shall be paid into the annuity funds described in Section 3(C).

3. Upon execution of the Agreement (or a letter of assent, as the case may be) the Contractor shall make available to the Program Manager, with a copy to the appropriate Union(s) a complete set of plan documents for each non-Schedule A benefit plan into which contributions may be made and/or coverage provided pursuant to the provisions of Section 3(C)(1) above. Further, for each bargaining unit employee on whose behalf contributions are thereafter made to such benefit plan and/or for whom coverage is provided, the Contractor shall, upon written request, provide the appropriate Union(s) with evidence of contributions/coverage.

D. Upon written notification by any Local Union to the General Contractor (with a copy to the Program Manager and Authority) that a subcontractor is delinquent on benefit contributions related to that Local Union, the General Contractor shall, to the extent permitted by law, withhold from any funds then due the subcontractor the amount of that delinquency, up to the total amount due on behalf of that subcontractor, until any dispute regarding the delinquency has been resolved. The General Contractor shall have no other obligation with respect to contributions owed by any subcontractor. If notice of a delinquency is not received by the General Contractor, the General Contractor shall have no obligation to withhold, with respect to that deficiency, any part of a payment which is otherwise due. All notices regarding delinquent contribution

claims must be received by the Contractor (with copies to the Program Manager and Authority) within 45 days of the subcontractor completing on-site Project Work.

The Union affiliated with that fund agrees to indemnify and hold harmless the General Contractor and its designee for any action it takes in accordance with this provision.

This provision may be enforced through the Grievance and Arbitration provisions of Article 9. Notwithstanding any dispute over delinquent contributions, there shall be no withholding of services by any Union or individual.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:

(1) Five-Day Work Week: Monday – Friday; 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.

(2) Four-Day Work Week: Monday – Thursday or Tuesday – Friday; 4 days, 10 hours plus 1/2 hour unpaid lunch period each day.

B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 7:30 p.m. Starting and quitting

times shall occur at staging areas at either end of the bridges as may be designated by the Contractor.

C. Scheduling - The Contractor shall have the option of scheduling either a five-day or four-day work week and the work day hours consistent with Project requirements, the Project schedule, and minimization of interference with traffic flow. When severe weather, power failure, fire or natural disaster, President/Vice-President visits, or Homeland Security directives prevent the performance of Project Work on a regularly scheduled work day, the Contractor may, on a craft-by-craft basis, schedule either Friday or Saturday, but not both, (where on 4, 10's) or Saturday (where on 5, 8's) during that calendar week in which a workday was lost, at straight time pay; providing the employees involved work a total of 40 hours or less during that work week.

D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay for hours in excess of 8 hours in a day (or 10 hours in a day for 4, 10's) or 40 hours per week, and for Sundays and holidays, shall be paid in accordance with the applicable Schedule A. Saturday premium shall be in accordance with the applicable Schedule A except that such premium shall be capped at time and one-half and no overtime premium will be applicable where this Agreement provides that such work may be at straight time. There shall be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be

worked. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime. Overtime fringe benefits shall be paid in accordance with Schedule A but not to exceed a time and one-half rate.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second or third shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Program Manager, and must be scheduled with not less than five work days notice to the Local Union.

B. Second and Third Shifts - The second shift (starting between 2 p.m. and 8 p.m.) and the third shift (starting between 10 p.m. and 4 a.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus differentials of 10% (second shift)/15% (third shift) in lieu of overtime or any other premium and exclusive of a 1/2 hour unpaid lunch period. Where specifically required by the applicable Schedule A, when there are no first shift employees scheduled for that craft, employees on second or third shift shall be paid at time and one-half rates for such second/third shift work, but without any shift differential. In all other cases, the first sentence of this paragraph B shall apply. First shift work is at straight time, without any premium, regardless of whether a second and/or third shift is worked.

C. Flexible Starting Times - Shift starting times shall be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of paragraph A.

D. Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time. Second shifts are subject to the shift differential in paragraph B above.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

New Years Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A, except that no reporting pay shall be required for days lost due to weather, power outage, fire, natural disaster, Presidential or Vice Presidential visits, or Homeland Security directives provided employees are called at least 3 hours ahead of their scheduled shift start (email notification shall also be sent to the Program Manager and the Local Unions involved).

B. When an employee who has completed their scheduled shift and left the Project site is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A, at the employee's straight time rate.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule A requires a full weeks' pay for forepersons.

SECTION 6. PAYMENT OF WAGES

A. Payday - Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

C. Termination- Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

An employee who after commencing work suffers a work related injury or disability while performing work duties shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor shall provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. BREAK PERIODS

There shall be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers shall be permitted at the employee's work location.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors shall employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio which is the greater of (1) 25% of the work force by craft and (2) the ratio provided by law. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. Minorities, women and economically disadvantaged non-minority males shall be afforded an opportunity for entry into the construction industry through the formal apprentice program of the Local Unions where such programs are in place and registered. Contractors shall not discriminate against such persons referred under this Section.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities, women and economically disadvantaged non-minorities are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project shall be first year minority, women or economically disadvantaged male apprentices. The Local Unions shall cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor shall ensure that applicable OSHA requirements are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Authority from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the Program Manager for this Project. Such rules shall be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors and Program Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 – TEMPORARY SERVICES

Temporary light, power, water, heating, cooling, ventilation and other construction services that do not require continuous staffing shall be required only upon the request of the Contractor. If requested by the Contractor, craft jurisdictions shall be honored, except that there shall be no stacking of crafts.

ARTICLE 16 – PRE-JOB CONFERENCE

An initial pre-job conference shall be convened no later than 10 days after a Contractor has been contracted, retained, hired or otherwise engaged to perform Project Work. The Contractor shall meet with the appropriate representative of the craft(s) involved in their Project Work. The purpose of the pre-job conference is for the Contractor to provide an overview of their Project Work, including the scope, any special conditions, work assignments, and other matters. The Contractor and/or the crafts shall

report any issues that are identified during the pre-job conference to the Program Manager and the Councils.

ARTICLE 17 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, handicap/disability, or any other protected category, in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement shall assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 18 – GENERAL TERMS

SECTION 1. PROJECT RULES

The Program Manager and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. DRUG/ALCOHOL POLICY

The Authority has adopted a zero tolerance policy with regard to the use of alcohol and illegal drugs which is applicable to the Project. Specific drug and alcohol testing programs consistent with 49 CFR Parts 40 and 382 may be instituted by either the Authority and/or Contractors. Local Union programs that comply with the foregoing standards may be used.

SECTION 3. TOOLS OF THE TRADE

Welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by

any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 4. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 5. TRAVEL AND OTHER ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement. Contractors may, at their discretion, offer expense money as an incentive for workers to arrive one hour before the start of a shift at the designated staging area to allow for transport to a work area. In the event a worker chooses to accept such incentive, the contractor shall offer expense money in the amount of \$25 per day, and the work day will begin for those workers at the normal starting time at the work area.

SECTION 6. FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 7. COOPERATION

The Program Manager and the Unions shall cooperate in seeking any NYS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 19 – WORKERS' COMPENSATION ADR

The determination to utilize the Workers' Compensation ADR Agreement shall be at the option of the General Contractor. If that determination is made by the General Contractor, all Local Unions and Contractors (including sub-contractors) working on this Project agree to adopt and be bound by the Alternative Dispute Resolution Program entered into between the Construction Industry Council of Westchester and Hudson Valley, Inc. and the Building & Construction Trades Council of Westchester and Putnam Counties, New York and other Building and Construction Trades Councils and Local Unions, signed January 26, 2007 ("Workers' Compensation ADR Agreement").

ARTICLE 20 – HELMETS TO HARDHATS

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter

"Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

ARTICLE 21 – SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement shall enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Authority's bid specifications, or any other action (including requirements imposed by the General Contractor), requiring that a successful bidder (or contractors/subcontractors of the General Contractor) become bound to this Agreement are enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by

law. In such event, the Agreement shall remain in effect for contracts already bid and/or awarded or in construction where the Contractor voluntarily accepts the Agreement.

The parties shall enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Authority, the Program Manager, any Contractor, nor any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications shall be issued in conformance with court orders then in effect and no retroactive payments or other action shall be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 22 – FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. The local Collective Bargaining Agreements in Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the local Collective Bargaining Agreements which are the basis for Schedule A notify the Program Manager in writing of the mutually agreed upon changes in

provisions of such agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into Schedule A collective bargaining agreements shall not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into the Schedule A of provisions agreed upon in the renegotiation of local Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.


SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there shall be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of local Collective Bargaining Agreements nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed and effective as of the ____ day of _____, 2012.

FOR THE NEW YORK THRUWAY AUTHORITY

BY:  *Executive Director*

Notwithstanding the signature of the Authority's Executive Director, this
agreement is not effective unless and until it is approved by the FHWA and
by the Authority's Board of Directors. 

FOR THE BUILDING & CONSTRUCTION TRADES

NEW YORK STATE BUILDING & CONSTRUCTION TRADES COUNCIL

BY 
(Name/Title)

THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF WESTCHESTER AND
PUTNAM COUNTY, NY, AFFILIATED WITH AFL-CIO

BY 

THE ROCKLAND COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL

BY 

FOR THE LOCAL UNIONS

BRICKLAYERS AND ALLIED CRAFT LOCAL UNION 5

BY: 

DOCKBUILDERS-TIMBERMEN LOCAL 1556 OF THE NEW YORK CITY AND
VICINITY DISTRICT COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF
CARPENTERS

BY: _____
(Name/Title)

GLAZIERS ARCHITECTURAL LOCAL 1281

BY: 

DISTRICT COUNCIL 9, INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES, AFL-CIO

BY: 

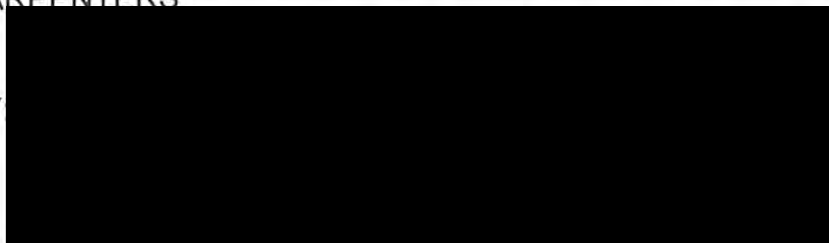
FOR THE LOCAL UNIONS

BRICKLAYERS AND ALLIED CRAFT LOCAL UNION 5

BY: _____
(Name/Title)

DOCKBUILDERS-TIMBERMEN LOCAL 1556 OF THE NEW YORK CITY AND
VICINITY DISTRICT COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF
CARPENTERS

BY



GLAZIERS ARCHITECTURAL LOCAL 1281

BY: _____
(Name/Title)

DISTRICT COUNCIL 9, INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES, AFL-CIO

BY: _____
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS #825

BY: _____
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #137

BY: 

MASTER PAINTERS AND INTERNATIONAL BROTHERHOOD OF PAINTERS
AND ALLIED TRADES, LOCAL #806

BY: 

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING
AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL
#373

BY: 

DISTRICT COUNCIL #21, UNITED ASSOCIATION OF PLUMBERS

BY: 

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #3

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #363

BY: _____
(Name/Title)

LOCAL UNION #40 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRON WORKERS

BY: _____
(Name/Title)

LOCAL UNION #754, LABORERS INTERNATIONAL UNION OF NORTH AMERICA

BY: _____
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTHERN AMERICA, LOCAL #60

BY: _____
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS #825

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #3

BY:



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(Name/Title)

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BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #363

BY



LOCAL UNION #40 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRON WORKERS

BY



LOCAL UNION #754, LABORERS INTERNATIONAL UNION OF NORTH AMERICA

BY



LABORERS INTERNATIONAL UNION OF NORTHERN AMERICA LOCAL #60

BY



INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL #445

BY: _____
(Name/Title)

TEAMSTERS AND CHAUFFEURS UNION LOCAL #456, IBT

BY: _____

LOCAL UNION #46 METALLIC LATHERS UNION AND REINFORCING
IRONWORKERS OF NEW YORK AND VICINITY OF THE INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS

BY: _____

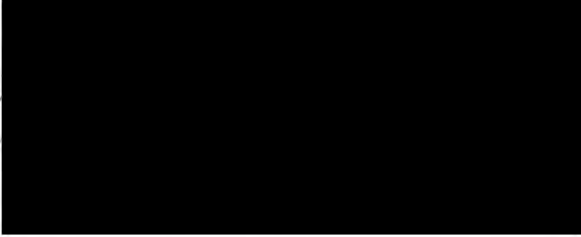
UNITED CEMENT MASONS UNION LOCAL 780

BY: _____

NORTHEAST REGIONAL COUNCIL OF CARPENTERS LOCAL 279

BY: _____

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL #445

B 

TEAMSTERS AND CHAUFFEURS UNION LOCAL #456, IBT

BY: _____
(Name/Title)

LOCAL UNION #46 METALLIC LATHERS UNION AND REINFORCING
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(Name/Title)

UNITED CEMENT MASONS UNION LOCAL 780

BY: _____
(Name/Title)

NORTHEAST REGIONAL COUNCIL OF CARPENTERS LOCAL 279

BY: _____
(Name/Title)

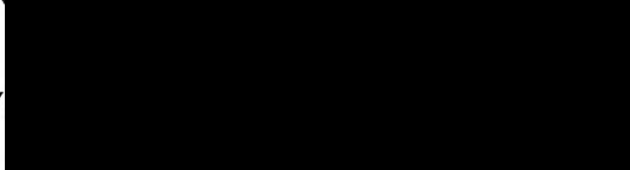
OPERATING ENGINEERS LOCAL 15D

BY:



ORNAMENTAL IRONWORKERS LOCAL UNION NO. 580

BY



OPERATING ENGINEERS LOCAL 15D

BY: _____
(Name/Title)

ORNAMENTAL IRONWORKERS LOCAL UNION NO. 580

BY: _____
(Name/Title)

STONE DERRICKMEN & RIGGERS IRONWORKERS LOCAL 197

BY: _____


BUILDING LABORERS LOCAL 235

BY: _____
(Name/Title)

OPERATING ENGINEERS LOCAL 15D

BY: _____
(Name/Title)

ORNAMENTAL IRONWORKERS LOCAL UNION NO. 580

BY: _____
(Name/Title)

STONE DERRCKMEN & RIGGERS IRONWORKERS LOCAL 197

BY: _____
(Name/Title)

BUILDING LABORERS LOCAL 235

BY: _____



OPERATING ENGINEERS LOCAL 15D

BY: _____
(Name/Title)

ORNAMENTAL IRONWORKERS LOCAL UNION NO. 580

BY: _____
(Name/Title)

STONE DERRCKMEN & RIGGERS IRONWORKERS LOCAL 197

BY: _____
(Name/Title)

BUILDING LABORERS LOCAL 235

BY: _____
(Name/Title)

ASBESTOS WORKERS LOCAL 91

BY: _____


OPERATING ENGINEERS LOCAL 15D

BY: _____
(Name/Title)

ORNAMENTAL IRONWORKERS LOCAL UNION NO. 580

BY: _____
(Name/Title)

STONE DERRICKMEN & RIGGERS IRONWORKERS LOCAL 197

BY: _____
(Name/Title)

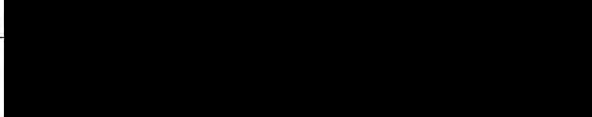
BUILDING LABORERS LOCAL 235

BY: _____
(Name/Title)

ASBESTOS WORKERS LOCAL 91

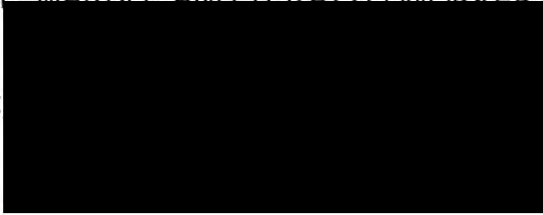
BY: _____
(Name/Title)

ROOFERS LOCAL 8

BY: _____


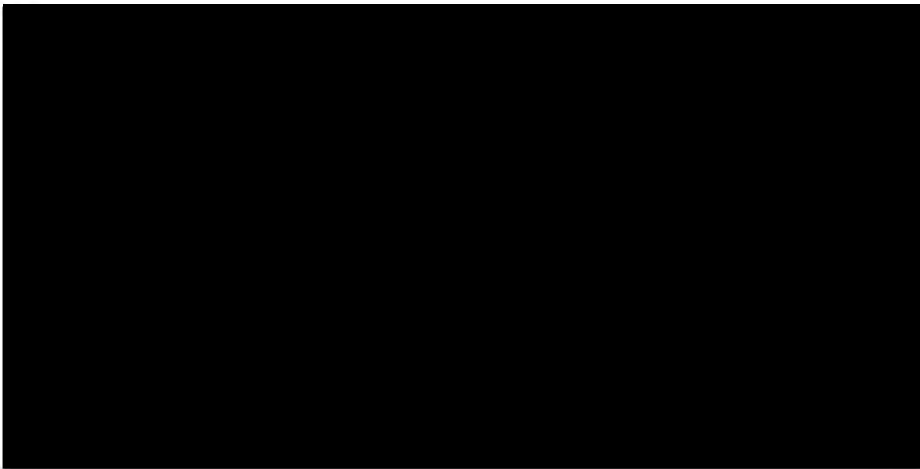
TILE, MARBLE AND TERAZZO WORKERS LOCAL UNION NO. 7

BY:



BOILERMAKERS LOCAL UNION NO. 5

BY: _____
(Name/Title)

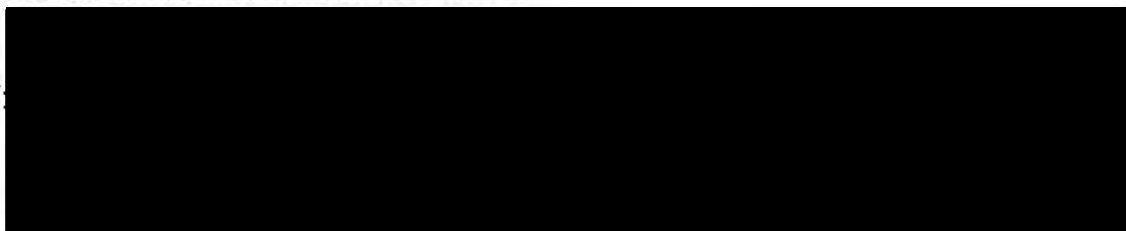


TILE, MARBLE AND TERAZZO WORKERS LOCAL UNION NO. 7

BY _____
(Name/Title)

BOILERMAKERS LOCAL UNION NO. 5

BY _____



SCHEDULE A

1. Agreement Between GCA of NY, Inc. and District Council of Carpenters of NYC and Vicinity for Dockbuilders Local Union No. 1456 (July 1, 2006-June 30, 21011) (Local 1456 is now Local 1556)
2. Agreement Between Construction Contractors Association of Hudson Valley and Mason and Concrete Contractors Association of the Hudson Valley and the International Union of Bricklayers and Allied Craftworkers Local 5 (June 2008-May 31, 2012)
3. Southeast Region Agreement Between Northeast Regional Council of Carpenters and the Construction Industry Council (July 1, 2011-May 31, 2016).
4. Agreement Between Westchester/Fairfield Division, New York Electrical Contractors Association and Local Union No. 3 (Inside Wiremen and Teledata Agreement) (May 8, 2008-April 24, 2013)
5. Inside Principle Construction Agreement Between Local Union 363 IBEW and Hudson Valley Chapter NECA (April 1, 2011-March 31, 2014)
6. Agreement Between Allied Building Metal Industries, Inc. and Local Union Nos. 40 and 361 of the International Association of Bridge, Structural and Ornamental and Reinforcing Iron Workers (July 1, 2008-June 30, 2014)
7. Heavy, Highway and Utility Agreement Between the Contractors Association of Rockland County, Inc. and the Eastern New York Laborers' International District Council and its Affiliate Laborers' Local 754 (April 1, 2012-March 31, 2015)
8. Agreement Between Construction Industry Council of Westchester and Hudson Valley, Inc. and Eastern New York Laborers' International District Council and its Affiliate, Westchester Putnam Counties Heavy & Highway Laborers' Local No. 60 (April 1, 2011-March 31, 2014)
9. International Union of Operating Engineers Local Union No. 825, 825-A, 825-B, 825-C, 825-D, 825-R, 825-H Agreement (July 1, 2011-June 30, 2014)
10. International Union of Operating Engineers, Local No. 137, 137-A, 137-B, 137-C, 137-R Agreement (March 7, 2011-March 2, 2014)
11. Agreement Between Structural Steel and Bridge Painters of Greater New York Local Union No. 806, District Council No. 9 and Independent Contractors (October 1, 2011-September 30, 2016)
12. Agreement Between Mechanical Contractors Association of Rockland, Orange, Sullivan Counties, Inc. and Local Union No. 373, United Association of

Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (2011-2012)

13. Agreement Between the Hudson Valley Mechanical Contractors Association, Inc. and Local Union 21, The United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (May 1, 2011-April 30, 2014)
14. Heavy & Highway Agreement, Teamsters Union Local 445, IBT (May 1, 2011-April 30, 2014)
15. Heavy Construction Agreement Between Teamsters & Chauffeurs Union No. 456 and Construction Industry Council of Westchester and the Hudson Valley, Inc. and Building Contractors Association of Westchester and Mid-Hudson Region (June 1, 2011-May 31, 2014)
16. Agreement Between The Building Contractors Association and Local #46 Metallic Lathers Union and Reinforcing Ironworkers of New York and Vicinity (2008-2014)
17. Agreement Between The Cement League and The Cement Masons' Union, Local Union No. 780 (through June 30, 2012)
18. Agreement Between Allied Building Metal Industries, Inc. and Architectural and Ornamental Iron Workers Local Union No. 580 (July 1, 2008 – June 30, 2013)
19. Agreement Between Members of the Construction Industry Council of Westchester and Hudson Valley, Inc. and the International Union of Operating Engineers, Local 15D, AFL-CIO (July 1, 2010 – June 30, 2014)
20. District Council 9, IUPAT Glaziers Agreement between Window and Plate Glass Dealers Association and District Council No. 9, Glaziers Local Union #1281 (May 1, 2011 – April 30, 2017)
21. Painters D.C. 9 Agreement: District Council No. 9, International Union of Painters and Allied Trades, AFL-CIO and the Association of Master Painters and Decorators of New York, Inc. and The Drywall Taping Contractors' Association of Greater New York and The Window and Plate Glass Dealers Association (May 1, 2011 – April 30, 2015)
22. Laborers' International Union of N.A. Local 235 of Westchester and Putnam Counties, New York, AFL-CIO and Building Contractors Association of Westchester and Mid-Hudson Region and Mason and Concrete Contractors of the Hudson Valley, Inc. and Independent Employers

23. Agreement Between Industrial Insulation Contractors of Southern New York and The International Association of Heat and Frost Insulators and Allied Workers Local #91 (May 28, 2012 – May 25, 2014)
24. Agreement Between the Sheet Metal Workers Local Union No. 38 and Sheet Metal and Roofing Contractors' Association of Southeastern New York (May 1, 2012 – April 30, 2015)
25. Agreement Between United Derrickmen & Riggers Association, Local 197 and Contracting Stonesetters Association, Inc. (July 1, 2008 – June 30, 2013)
26. Agreement Between the Boilermakers Association of Greater New York, Inc. and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Lodge No. 5, Zone 5 (January 1, 2010 – December 31, 2012)
27. Agreement Between the Mosaic, Terrazzo and Chemical Product Decorative Finishes Masons Workers Association Local Union No. 7 of New York, New Jersey & Vicinity, International Union of Bricklayers and Allied Craftworkers and Marble, Terrazzo and Specialty Contractors Association, Inc. (July 1, 2009 – June 30, 2013)
28. Agreement Between The Marble Industry of New York, Inc. and The Marble Carvers, Cutters and Setters Union, Local No. 7 of the International Union of Bricklayers and Allied Craftsmen and The Compact Labor Club of Marble Workers, Riggers, Crane and Derrickmen of New York and Vicinity, Local No. 7 (July 1, 2009 – June 30, 2013)
29. Agreement Between the Greater New York and New Jersey Tile Contractors Association, Inc. and The Tile Setters and Tile Finishers Union of New York and New Jersey, Local Union No. 7 of the International Union of Bricklayers and Allied Craftworkers (June 8, 2009 – June 2, 2013)
30. Working Agreement Local Union No. 8 United Union of Roofers, Waterproofers and Allied Workers and Roofing & Waterproofing Contractors Association of New York and Vicinity (July 1, 2011 – June 30, 2013)

Tappan Zee Hudson River Crossing Project

LETTER OF ASSENT

This is to certify that the undersigned Contractor/Subcontractor has examined a copy of the subject Project Labor Agreement negotiated by and among Tishman Construction Corporation and the New York State Building & construction Trades Council, AFL-CIO, the Building and construction Trades Council of Westchester and Putnam County, AFL-CIO, the Rockland County Building & Construction Trades Council, AFL-CIO, and the signatory Local Unions to be utilized on the Tappan Zee Hudson River Crossing Project.

The undersigned Contractor/Subcontractor agrees to comply with all terms and conditions of the aforementioned Project Labor Agreement. It is understood that the signing of the Letter of Assent shall be binding on the undersigned Contractor/Subcontractor to the same degree as though it signed the Project Labor Agreement.

The Letter of Assent shall become effective and binding upon the undersigned Contractor/ Subcontractor and said Unions this ____ day of _____ 201_, and shall remain in full force and effect through the completion of the project.

NAME OF CONTRACTOR/SUBCONTRACTOR

By: _____

Title: _____

Date: _____

GENERAL CONTRACTORS ASSOCIATION - DOCKBUILDERS 2006

AGREEMENT

BETWEEN MEMBERS OF

THE GENERAL CONTRACTORS ASSOCIATION

OF NEW YORK, INC.

AND

THE DISTRICT COUNCIL OF CARPENTERS

OF NEW YORK CITY AND VICINITY

FOR DOCKBUILDERS LOCAL UNION NO. 1456

JULY 1, 2006 - JUNE 30, 2011

DOCKBUILDERS

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GENERAL CONTRACTORS ASSOCIATION – DOCKBUILDERS - 2006

AGREEMENT made this 1st day of July 2006, effective July 1, 2006, by and between the Members of The General Contractors Association of New York, Inc., (hereinafter "GCA") and other Employers who are signatories to this Agreement (hereinafter "Employer") and The District Council of Carpenters of New York City and Vicinity of The United Brotherhood of Carpenters and Joiners of America, Washington, DC. (hereinafter "Union" and/or "District Council") Dockbuilders, Pier Carpenters, Shorers, House Movers, Pile Drivers and Foundation Workers and Marine Constructors Local Union 1456.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Purposes - Declaration of Principles

Section 1 - Purposes

The purposes for which this Agreement is entered into are as follows:

- (a) prevent strikes and lockouts;
- (b) facilitate peaceful adjustment of grievances and disputes between the Employer, Employee and Union;
- (c) prevent waste, unnecessary and avoidable delays, which result in unnecessary costs and expense to the Employer and Union, and the loss of wages and fringe benefits to the Employee;
- (d) enable the Employer to secure at all times sufficient forces of skilled workmen

- (e) provide as far as possible for the continuous employment of labor;
- (f) provide that employment hereunder shall be in accordance with conditions and at wages and fringe benefits herein agreed upon;
- (g) bring about stable conditions in the Industry;
- (h) keep costs of work in the Heavy Construction Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder;
- (i) continue the custom and practice heretofore prevailing for many years on Heavy Construction Work of agreement as to the terms and conditions of employment, and as to the necessary procedure for amicable adjustment of all disputes or questions that may arise.

Section 2 - Declaration of Principles

Both parties to this Agreement acknowledge that this Agreement is the uniform agreement for the Heavy Construction Industry and its execution will further the interests of said Industry. This Agreement will be interpreted under the following principles:

- (a) that there shall be no limitation as to the amount of work an Employee shall perform during his working day, it being understood that said Employee shall perform a fair and honest day's work, within the limits of safety;
- (b) that there shall be no restrictions on the use of machinery, tools or appliances, within the limits of safety. If an Employee is required to use powder-actuated tools, he is to be qualified to use said powder actuated tools by securing from the tool manufacturer, or equally responsible certifying agency agreed upon by both

parties hereto, an Operator's Card or similar proof of qualification, and the Union shall cooperate with the Employer and tool manufacturer in having the Employee expeditiously qualified. No powder-actuated tool shall be used that has not been previously approved by the New York City Board of Standards and Appeals;

- (c) that there shall be no restriction on the use of any raw or manufactured materials, except prison made;
- (d) that no person shall have the right to interfere with Employees or workmen during the working hours;
- (e) that Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wages and fringe benefits agreed upon as hereinafter set forth in this Agreement;
- (f) the Employers are at liberty to employ and discharge whomsoever they see fit, providing that no person shall be discharged without good cause;
- (g) that the Employer, to address the Owner's job site access and security concerns, may require employees to sign in and out from the job site if conditions warrant, and further, that, if required in the contract between the Employer and the Owner, may use standard biometric identity cards. Identity cards and signing in/out shall not be used for timekeeping purposes.
- (h) that the GCA, Employer and the Union agree that they have not, and will not discriminate because of race, creed, color, national origin, age, sex, disability, marital status, sexual orientation, citizenship status or union membership against any individual.

For the purposes of this Article, "citizenship status" means the citizenship of any person or the immigration status of any person lawfully residing in the United States who is not a citizen or national of the United States.

Section 3 - Completeness of Agreement

It is understood that the Purposes and Declaration of Principles, herein set forth, are a part of this Agreement and said Purposes and Principles govern all parties hereto in the performance thereof and shall be complied with as conditions of this Agreement. The parties hereto enter into this Agreement and agree to carry out, conform and to comply with its terms and provisions as provided and set forth herein by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the Purposes and Principles of this Agreement.

The GCA acknowledges that if any of its members perform any work covered by any of the trades affiliated with the New York City District Council, they will recognize the jurisdiction of the District Council for that work.

ARTICLE II

Area Jurisdiction

The Employer hereby recognizes the Union as the exclusive collective bargaining representative of all Employees covered by the jurisdiction of the Union as described herein. This Agreement shall cover work performed by or on behalf of a signatory Employer hereto in the Heavy Construction field, as hereinafter defined in Article VIII, when said work is to be performed in whole, or in part, within the territorial jurisdiction of the Union. Said jurisdiction shall include:

GENERAL CONTRACTORS ASSOCIATION – DOCKBUILDERS - 2006

In New York State, the Counties of:

Albany	Orange
Bronx	Putman
Dutchess	Queens
Westchester	Richmond
Kings	Rockland
Nassau	Schenectady
New York	Suffolk
Troy and the City of Troy	

and all areas covered by the Albany District Council of Carpenters and all counties and parts thereof:

All the Islands in and all the waters of the adjacent harbors, the Rivers, Bays, Long Island Sound and the Atlantic Ocean. Also, in the State of New Jersey, the following Counties:

Bergen	Morris
Essex	Passaic
Hudson	Union
Hunterdon	Somerset
Mercer	Sussex
Middlesex	Warren
Monmouth	

All of the Islands in and the adjacent Harbors, Rivers, Bays, Delaware River and the Atlantic Ocean.

If the Employer engages in any class of work not embodied in Heavy Construction Dockbuilding and Marine Foundation Work, as hereinafter defined, both parties shall comply with all of the Union conditions then existing in that class of work.

The District Council has agreements in other areas of jurisdiction outside the five boroughs of New York City. If a GCA member is working in an area outside of New York City where there is a contract negotiated specifically for the jurisdiction covered by the New York

City District Council, the GCA member will be bound by that agreement with its wages and conditions in that agreement.

ARTICLE III

Union Security - Union Visitation

Section 1 - Union Security

All Employees who are members of the Union at the time of the signing of this Agreement shall continue membership in the Union. All other Employees covered by this Agreement must become members of the Union on or after the seven (7) days following the beginning of employment or the date of this Agreement, whichever is later, and must maintain their membership in good standing in the Union as a condition of continued employment. If the provisions for union security clauses are modified by Congress during the term of this Agreement, this clause alone will be open for negotiation.

Section 2 - Union Visitation

Authorized Representatives of the Union shall be allowed to visit jobs and interview the Employer and Employees covered by this Agreement, but shall in no way interfere with or hinder the progress of the work.

ARTICLE IV

Terms of Agreement

The term of this Agreement shall be five (5) years, from July 1, 2006 up through and including June 30, 2011. The journeymen's wage increase shall be 5.25%, for a total increase of 26.25%. The wage increase is not compounded and is based on the wage rate in effect as of

GENERAL CONTRACTORS ASSOCIATION – DOCKBUILDERS - 2006

June 30, 2006. For the first three years of the agreement, \$1.50 of the total hourly wage increase shall be dedicated to the pension fund.

ARTICLE V

Equipment

Section 1 - New Equipment

The parties to this agreement agree to establish a committee to discuss proposed equipment additions and new technology. To promote the evolution of trade, the parties to this agreement agree to train all personnel to use any new equipment that would replace any tools or equipment traditionally used by members of Local 1456 in performing any trade jurisdiction as defined in the agreement. Said committee shall have equal representation from the District Council and the GCA.

If new machinery or modified equipment is to be utilized on a project, the District Council is to be notified of the proposed use of said machinery and/or equipment by the Employer and the Employer will discuss and come to agreement regarding the manning of same with the District Council prior to designating and assigning employees to the equipment.

The District Council will notify the GCA if it becomes aware of new or modified equipment, and will discuss the manner of same with the GCA.

Section 2 – Equipment Usage

- a) The crew size for the Sthilworker machine will consist of a minimum of two (2) journeymen and one (1) foreman providing the length of the driven piles or extracted piles or any other driven or vibrated material is twenty-five (25) feet or less in length.

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This does not affect the bull gang crew size.

- b) The crew size for the use of a Back Hoe and Hydraulic Crane shall be a minimum of two (2) journeymen and one (1) foreman providing the length of the driven or extracted piles, sheet piling or any driven or vibrated material is twenty five (25) feet or less in length. It is also agreed for the setting of sheet piling, that the previous sheet must be a length of five (5) feet or less for this paragraph to apply for a two (2) journeymen and one (1) foreman crew size. If the prior sheet is over five (5) feet in length, the crew size shall consist of (3) journeymen and one (1) foreman. This does not affect the bull gang crew size.
- c) The crew size for the use of Fork Lifts or Front End Loaders for the driving of piling shall be a minimum of two (2) journeymen and one (1) foreman providing the length of the pile is twenty-five (25) feet or less. This does not affect the bull gang crew size.
- d) The crew size for the use of the Juntann TM20 (small machine) driving piles will consist of a minimum of two (2) journeymen and one (1) foreman. This does not affect the bull gang crew size.
- e) The crew size for the use of the Marvac on backhoes shall consist of a minimum of two (2) journeymen and one (1) foreman providing the length of the driven or extracted piles, sheet piling or any driven or vibrated material, is forty (40) feet or less in length. This does not affect the bull gang crew size.

The parties to this agreement agree to establish a committee to discuss proposed equipment additions. Said committee shall have equal representation from the District Council and the GCA.

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If new machinery or modified equipment is to be utilized on a project, the District Council is to be notified of the proposed use of said machinery and/or equipment by the Employer and the Employer will discuss and come to agreement regarding the manning of same with the District Council prior to designating and assigning employees to the equipment.

The District Council will notify the GCA if it becomes aware of new or modified equipment, and will discuss the manner of same with the GCA.

Article VI

Disputes

Section 1 - Hardship & Advisory Committee

The Hardship and Advisory Committee will have authority to address, in a timely fashion, any undue hardships the collective bargaining agreement may impose on the Union, a Contractor or the Association on an issue-by-issue basis.

The committee may modify terms and conditions to allow the association contractors to better manage its particular project or to compete against unfair contractors on a site-by-site basis.

All issues the Hardship and Advisory Committee reviews will be in writing and its actions will be decided by a simple majority. All concerns brought before the committee will be reviewed periodically. Repetitious issues can be recommended for inclusion in a subsequent collective bargaining agreement.

The committee will meet, upon written request by the Association or the Union, within three workdays. Such request, by fax or letter, shall state the project, location, local union, contractor, subcontractor and brief summary of the question to be discussed.

Section 2 - No Lockout - Strike - Work Stoppage

It is hereby agreed that no question or dispute or breach of this Agreement, which may be caused by any of the parties hereto, shall be the occasion for or cause of any lockout, strike or work stoppage. The Employer expressly agrees that it will not lock out its Employees covered by this Agreement. The Union expressly agrees not to strike or in any other manner stop or hinder work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts, or work stoppages, both parties agreeing to settle any question or dispute that may arise from any of the parties hereto by submitting same for determination as herein provided, with the express agreement that the parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

The Union will not call or sanction any strike or concerted stoppage during the term of this Agreement except for:

- (1) the Employer's refusal to submit a matter to arbitration, pursuant to the arbitration clause of this Agreement,
- (2) the Employer's failure to comply with any decision of any Board of Arbitration established hereunder within twenty (20) working days after such decision, unless appealed to a court of competent jurisdiction which grants a stay, and,
- (3) any other reason explicitly provided for in this Agreement.

Section 3 - Procedures of Grievance - Arbitration

For the purpose of settling disputes between the parties hereto as to any claims or violation of this Agreement, or of any dispute or breach that may arise in connection therewith, or for construing the terms and provisions thereof, the following procedure is established:

GENERAL CONTRACTORS ASSOCIATION – DOCKBUILDERS - 2006

- (a) Either party may advise the other of an alleged grievance, in writing, and the party alleging the grievance may call for a meeting to be held not less than 24 hours after receipt of the grievance notice, at a place designated by the party calling the grievance. The Board deciding the grievance shall consist of two (2) representatives of each party. No member of the Board may be a member of the Local Union or Employer involved in the grievance. Both parties to the grievance shall be given full opportunity to be heard and present witnesses. The grievance shall be resolved by majority decision. At each grievance hearing, if an impasse is reached, one of the arbitrators listed below will be chosen by random selection to hear the grievance should it reach the arbitration stage. If the grievance is not resolved within 72 hours of notification thereof, as set forth above, or if the agreement reached is not complied with by the guilty party within 24 hours after notification of the agreement, either party may proceed to arbitration immediately.
- (b) Any grievance not resolved pursuant to (a) above, shall be submitted to arbitration before one of the following four arbitrators, who shall be chosen by random selection:

- | | |
|------------------|------------------|
| 1) Roger Maher | 2) Herbert Haber |
| 3) Robert Herzog | 4) J. J. Pierson |

The arbitrator shall conduct a hearing in such manner as he shall consider proper and shall serve as sole arbitrator of the dispute between the parties. The arbitrator shall have the right to conduct an ex parte hearing in the event of the failure of

either party to be present at the time and place designated for the arbitration, and shall have the power to render a decision based on the testimony before him at such hearing. The decision of the arbitrator shall be final and binding upon both parties and may be entered as a final decree or judgment in the Supreme Court of the State of New York or in a court of appropriate jurisdiction in any state where such decision shall be rendered. The costs of arbitration, including the arbitrator's fee, shall be borne equally by the General Contractors Association and the Union. It is the intent of the parties hereto that all disputes between them, both within and outside of the Agreement, shall be submitted to arbitration, as provided within, and that no defense to prevent the holding of the arbitration shall be permitted.

Service of any document or notice referred to above, or service of any notice required by law in connection with arbitration proceedings, may be made by registered or certified mail. Service upon the Employer shall be made on the individual Employer and the General Contractors Association.

- (c) This Article is not, in any manner, meant to prohibit or restrict the Union's right to strike or withhold services upon the expiration of this Agreement or any extension hereof or under the terms and conditions set forth in Article XII, Section 5 hereof.

Section 5 - Status Quo

Until a decision shall have been rendered, neither party shall take any action of any character as to the complaint, statement or matter in question.

ARTICLE VII

Jurisdictional Disputes

Section 1 - Scope

- (a) The Employers bound by this Agreement recognize the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America. For the settlement of jurisdictional disputes both sides shall be joined by the decisions of a joint resolution panel that will be established by the Union and the General Contractors Association.
- (b) The Employer and the Union agree to establish a committee that will meet twice each month to establish a Jurisdictional Panel and operating procedures to hear jurisdictional disputes. The Jurisdictional Panel shall be operational within the first year of the contract.

Section 2 - No Work Stoppage

It is agreed that where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO, and the trade in possession of the work shall proceed with the job and the question in dispute shall be submitted by the trades to the Panel, as provided in section 1(b), authorized for settlement of jurisdictional disputes for decision.

ARTICLE VIII

Other Union Agreements

It is agreed that the Union and the Employer will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in Heavy Construction Dockbuilding and Foundation Work.

ARTICLE IX

Heavy Construction - Dockbuilding and Foundation Work

Section 1 - Heavy Construction -Dockbuilding and Foundation Work

Heavy Construction Work, where referred to in this Agreement, is hereby defined as the Construction of Engineering Structures and Building Foundations whether land or marine exclusive of the Erection of Building Superstructures since this latter work is agreed to be a separate and distinct branch of the Construction Industry.

Dockbuilding, Marine and Foundation Work where referred to in this Agreement is hereby defined as the construction and/or performance of:

- (a) All temporary or permanent timber trestles, temporary bridges, all work on waterfront boardwalks, caissons, cofferdams and drilling of same coal pockets, underpinning, shoring, dry packing for underpinning, lagging, slurry walls in conjunction with other trades, jetties constructed of wood, steel and concrete, cable laying in water, uplift anchors in foundation, caissons and cofferdams; riprap when placed with floating equipment, all in accordance with Local 1456 jurisdiction.
- (b) All pile driving on docks and foundations which utilize wood, steel and/or concrete piles, and sheeting including pile driving for subway, sewer and other engineering construction. Sand drains, wick drain piles, augered in piles, jetted in piles, load tests for all piling, whether manual or automatic. When the operation of the jacks or jack is required, a dockbuilder shall be present at the site, but shall not be required if the test does not require operation of the jacks or jack. If

requested by the Union, the contractor shall make available the load test criteria and pile logs. The pulling and extraction of all piles and the bracing of all work listed in subsections (a) through (j). All compaction and bearing piles where pile-driving equipment is used.

- (c) Guard rails and anchor bolts on all structures built by Dockbuilders and all structures used to restrain or contain tidal waters including sea walls and boom logs of any nature. The building and assembling of forms for pre-cast or pre-stressed structural shapes or units and also the setting of same pre-cast or pre-stressed structural shapes or units pertaining to all work classified as within the jurisdiction of Local Union 1456 on the job site.
- (d) All dockbuilder work on docks, piers, wharves, bulkheads and waterfront structures from and below the top elevation level of the backing log, on demolition work when manpower is needed on docks, piers, wharves, bulkheads and waterfront structures, from and below the top elevation of the backing log.
- (e) All dockbuilder work on inland foundations from and below the top elevation of the column base.
- (f) House moving, supporting building with post or needle beams.
- (g) Vertical and/or horizontal sheet piling and/or piling for embankments, bridge abutments and land foundations for building, including pier holes and trenches.
- (h) Installation of tie backs or tie rods, placing and jacking of same, handling of grout tubes to install grout at tie backs or tie rods installation.

GENERAL CONTRACTORS ASSOCIATION – DOCKBUILDERS - 2006

- (i) Bracing and wedging of old and new walls, installing of tiebacks, placing and jacking tie rods for building foundations, and underpinning of walls and columns with tubes driven by hydraulic, air, screw jacks, steam hammers or any other machine which may be needed to drive or extract same.
- (j) Raising and lowering floors and roofs when it is done as one unit or section units.
- (k) Building overhead bridges, sidewalk bridges when related to Local Union 1456 jurisdiction, gangways and platforms for any of the work listed in this Article IX..
- (l) Handling of all materials and equipment relating to Local Union 1456 on the job site listed in this Article VIII.
- (m) The installation of any and all form lining material such as knob-loc.
- (n) Plant work, as defined; the erection of all fences; the erection of all shanties, offices, or any other temporary building; the fabrication of all benches, horses, platform for the use by the Dockbuilders and any other trades.
- (o) All the work of: cutting, burning, welding, bracing concrete forms, pile capping and monolithic form incorporating piles, tremie pours pertaining to dockbuilders' work, sea walls, running all anchors, handling of floating equipment and jack up barges, all signaling and tagging, the pulling of all pipe, rigging of pile driving equipment and/or equipment used by Dockbuilders including cable on drums, adjustment of length of boom from heel out, handling, loading or unloading of all pile driving equipment, operation of all deck engines, tuggerhoists, pile augers and moon beam, operation of all valves pertaining to pile driving equipment, setting up and removal of power equipment used for operating hammer,

assembling and disassembling of all pile driving equipment, on job site, of all work listed in subdivision (a) through (j) above.

- (p) Installation of Slurry Walls in conjunction with other trades: Dockbuilders working on slurry walls will perform all work pertaining to the forming of guide walls, the placing of inserts in rebar cage, and the setting and removal of all bulkheads or endstops. Drilling, stardrilling or chiseling for rock sockets or keyways, air lifting for desanding and tremie pours on these walls pertaining to dockbuilder work.
- (q) Tremie Pours: Dockbuilders will fabricate, rig up and dismantle all tremie pipes on the job. Dockbuilders will man all tag lines if necessary and the Dockbuilder will be responsible for all signaling of cranes for equipment used for tremie pipes. When two or more pieces of machinery are used simultaneously on a tremie pour, the dockbuilder will be responsible for signaling the crane. Dockbuilders will fabricate and dismantle all platforms for tremie pours if necessary.

All jurisdictional work provided for herein as specifically granted to the Employees under the jurisdiction of Local 1456 is to be interpreted and assigned in accordance with past work practices in geographical areas, and in relationship with other Unions of the United Brotherhood of Carpenters and Joiners of America, other unions in the heavy construction industry, including but not limited to the International Union of Operating Engineers AFL-CIO, the Laborers International Union of North America.

Jurisdictional work assignments as they relate to past practices in specific areas of work performed by Employees under the jurisdiction of Local 1456, e.g. marine construction, land foundation work, parkways, sewers, have had different practices and trades doing the work therein and in other areas Employees under the Jurisdiction of Local 1456 have assisted other trades, and in other areas performed it exclusively and in still others have not participated in the work exclusively.

Section 2 - Employees Covered

- (a) This Agreement is applicable to qualified Journeyman Dockbuilder, Journeyman Dockbuilder Foreman, Journeyman Dockbuilder General Foreman and Dockbuilder Apprentices and New York Plan Trainees 1st, 2nd, 3rd and 4th year who are employed under the classifications as set forth in Article IX, Section 6 of the Agreement.
- (b) All Employees assisting Dockbuilders in the performance of their duties outlined in this Agreement who are members of Timbermen's Local Union 1536 of the District Council of Carpenters of New York City and Vicinity at the time of the execution of this Agreement shall continue membership in Local Union 1536.
- (c) All other Employees assisting Dockbuilders in the performance of their duties outlined in this Agreement must become members of the Timbermen's Local 1536 on or after seven (7) days following the beginning of employment or the date of the Agreement whichever is later, and must maintain their membership in the Union as a condition of continued employment.

Section 3

- (a) Journeymen Dockbuilders assigned to land pile drivers shall work in crews of four (4) men and a foreman. As part of the crew, a third or fourth year apprentice may be used. A fourth year apprentice may climb the leads. This manning will not add to the size of the crew. The crew's duties shall be all jobs related to the particular pile driver to which they are assigned.

These duties shall include driving piles, the loading, unloading and handling of materials to be used on the pile driver to which they are assigned, the cutting, welding, burning and splicing of piles, which have been driven by the pile driver to which they are assigned. While the hammer is in operation, it shall be manned by not less than a Foreman and two Journeymen Dockbuilders.

- (b) The business representative shall appoint one Dockbuilder to function as a job steward. He shall perform the regular duties of a Dockbuilder but shall be allowed sufficient time to perform his duties as steward. If his duties as steward are performed in a manner not satisfactory to the business representative, he may designate another Dockbuilder to function as job steward, all in accordance with existing jurisdictional precedents in the area. All jobs regardless of what type of agreement they work under shall have a New York City District Council certified shop steward if available from the gang.
- (c) When a signatory Contractor lays off a shop steward during continuous employment, the Contractor must notify the Union and have a meeting on the job

within 24 hours. If termination takes place, a letter must be sent to the Union by the Employer.

ARTICLE X

Hours - Wages - Conditions

Section 1 - Hours of Work

- (a) Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work. Any failure to work these hours gives the Employer the right to pay only for hours actually worked and the Employer may deduct from the Employee's wages and fringes the value of the time period not worked less than eight (8) hours. All Journeyman Dockbuilders in pile driving gangs shall perform all duties in relation to the driving of piles, and in addition shall perform all associated duties.

All Employees engaged in work outlined in Article IX of this Agreement shall perform those duties as outlined and any other work coincidental with these duties.

- (b) All General Foreman, Foreman, first and second Apprentices shall be paid forty hours per week during continuous employment on a job. The only time they may be paid less than forty hours would be the first week and the last week of work in which case the Employer would only be required to pay for days actually worked in those weeks. If any of said Employees is laid off from his work assignment and rehired within five (5) consecutive working days for the same work assignment,

said Employee shall be paid for the actual working days for which he was not employed, if he was not employed by another Employer during the layoff period.

During the course of continuous employment on a project said Employees shall be paid on a weekly basis, except for project shutdowns, and shall not receive holiday pay as an addition to their weekly pay unless worked.

All other Employees covered by this Agreement shall be employed on a daily or hourly basis.

- (c) The First Employee hired as a Dockbuilder shall be designated by the Employer as the Dockbuilder Foreman. The Union shall designate the Job Steward.
- (d) When a Contractor is bidding against non-Union competition and can show proof of this with a Contractors bidders list, the Union will give permission to the Contractor to use whatever crew size he needs for the job provided that they perform the operation safely.

Section 2 - Shifts

- (a) A single shift shall be a continuous nine (9) hours, starting at 8:00 A.M., except when necessary to conform with the provisions of this Article X, Section 7, Subdivision (b). The mealtime shall be one (1) hour, but it may be curtailed by one-half (1/2) hour.

- (b) When two (2) shifts are employed, the work period for each shift shall be a continuous eight (8) hours.

Effective July 1, 1997, when two shifts are employed, each shift shall be eight and one-half hours with one-half (1/2) hour for lunch.

- (c) When three (3) shifts are employed, each shift will work seven and one-half (7-1/2) hours but will be paid for eight (8) hours, since only one-half (1/2) hour is allowed for mealtime.
- (d) When two (2) or more shifts of Dockbuilders are employed, single time will be paid for each shift.
- (e) A week shall start at 8:00 A.M. Monday and end at 8:00 A.M. Saturday, except when necessary to conform with the provisions of this Article IX, Section 7, Subdivision (b).

Section 3 - Payment of Wages

All wages payable under this Agreement shall become due and be paid on the job every week and not more than three (3) days pay shall be held back. Wages shall be paid at the Employer's option either in cash or by check provided that the delivery of payroll checks is made at least one (1) day prior to a banking day and the Employer has complied with the provisions of Article XIII relating to Bonding.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages and fringe benefits of that Employee shall be paid to him at the time of termination of his employment, otherwise waiting time shall be charged for the accrued wages. If any Employee shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

Should an Employee be required to wait for his pay after the hours specified in Article X, Sections 1, 2, 3 and 4, except for reasons beyond the Employer's control, then in addition, the Employee shall receive time and one half for the first two (2) hours of waiting time on pay day or

lay off and single time for any additional waiting time, except on Saturday, Sunday or holidays. However, such waiting time shall not exceed sixteen (16) hours. An Employee claiming said waiting time shall be required to show proof that he was actually present on the job during the waiting time claimed.

Section 4 - Overtime - Flexible Lunch

- (a) Time and one-half shall be paid for all work performed in excess of eight (8) hours per day, for all work performed in excess of forty (40) hours per week, and for all work performed on Saturdays. Sundays and holidays shall be paid at the double time rate, except when being performed under Article X, Section 2, Shifts, and Section 7 (b) Varying Shift Commencement.

No Dockbuilder is to start work before the designated start time unless it is determined to be overtime.

- (b) Flexible Lunch Hour

A flexible lunch may be taken for an employee or group of employees according to the following schedule:

11:30 AM to 12:00 Noon

12:00 Noon to 12:30 PM

12:30 P.M to 1:00 PM

- (c) Job Steward

On variable shift jobs, the Steward is to work only eight (8) hours. On multiple shift jobs, a Shop Steward for the second and third shifts shall be picked from the assigned crew for each shift.

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- (d) All Dockbuilders will be given time to have coffee in the morning and wrap-up their tools and wash up before quitting time.
- (e) The Employer will make every effort to give reasonable notice of overtime and a Dockbuilder will never be penalized for being unable to work the overtime. Nor shall the Dockbuilder be compensated for any overtime not worked.
- (f) Other than an emergency, notice of all overtime work should be given to the Dockbuilders before noon if possible.
- (g) A dive team will be determined in accordance with OSHA regulations.

Section 5 - Holidays

- (a) Holidays shall be observed in accordance with the New York State Law and shall be as follows:

New Year's Day	Columbus Day
President's Day (3rd Monday in February)	Election Day (in a Presidential Election Year only)
Memorial Day (Decoration Day)	Thanksgiving Day
Independence Day (4 th of July)	Christmas Day
Labor Day	

For Employees working in the geographical jurisdiction of the State of New Jersey as provided for herein, Columbus Day is not a holiday, Armistice Day (Veteran's Day) is a holiday.

If an Employee does not work on said holiday he shall receive no pay for said day.

If an Employee works on said holiday he will be paid only the double time rate.

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When work is performed in an area outside of New York City, conditions as to holidays shall prevail, except that provisions of this paragraph herein shall be operative within the jurisdictional territory of the Union.

- (b) Where the workday ends at 8:00 A.M. on a Saturday, Sunday, or holiday, the Employer may, at its discretion, define Saturday, Sunday, or holiday, as beginning at 8:00 A.M. of the Saturday, Sunday, or holiday, and continuing until 8:00 A.M. of the following day, except when necessary to conform to the provision of Article X, Section 7, Subdivision (b).

Section 6 - Work Classification - Wages - Total Fringes

- (a) Wage rates and fringe benefits contributions within the bargaining unit shall be determined and/or reallocated by the union at its sole discretion, in conjunction with the fund trustees.
- (b) The rate of wages to be paid Employees covered by this agreement shall be as follows:

1. DOCKBUILDER – GENERAL FOREMAN

<u>Effective Date:</u>	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Hourly Wage	\$47.39				
Fringe Benefit	<u>\$33.22</u>				
Total Wage & Fringe Benefits	\$80.61	\$84.33	\$88.05	\$91.77	\$95.49
H.C.I.F	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

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2. DOCKBUILDER - FOREMAN:

<u>Effective Date:</u>	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Hourly Wage	\$44.39				
Fringe Benefits	<u>\$33.22</u>	_____	_____	_____	_____
Total Wage & Fringe Benefits	\$77.61	\$81.33	\$85.05	\$88.77	\$92.49
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$0.35

3. DOCKBUILDER - JOURNEYMAN:

<u>Effective Date:</u>	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Hourly Wage	\$41.39				
Fringe Benefits	<u>\$33.22</u>	_____	_____	_____	_____
Total Wage & Fringe Benefits	\$74.61	\$78.33	\$82.05	\$85.77	\$89.49
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

APPRENTICES

Apprentice wage increases may be deferred for reasons determined by the Joint Apprenticeship Committee or its training director by written notice to the Employer. Wages for apprentices are determined at percentage of Journeyman's rate.

4. FOURTH YEAR DOCKBUILDER APPRENTICE (80%)

<u>Effective Date:</u>	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Hourly Wage	\$33.11				
Fringe Benefit	<u>\$22.43</u>	_____	_____	_____	_____
Total Wage & Fringe Benefits	\$55.54				
H.C.I.F	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

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5. THIRD YEAR DOCKBUILDER APPRENTICE (65%)

<u>Effective Date:</u>	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Hourly Wage	\$26.90				
Fringe Benefit	<u>\$22.43</u>	_____	_____	_____	_____
Total Wage & Fringe Benefits	\$49.33				
H.C.I.F	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

6. SECOND YEAR DOCKBUILDER APPRENTICE (50%)

<u>Effective Date:</u>	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Hourly Wage	\$20.70				
Fringe Benefit	<u>\$22.43</u>	_____	_____	_____	_____
Total Wage & Fringe Benefits	\$43.13				
H.C.I.F	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

7. FIRST YEAR DOCKBUILDER APPRENTICE (40%)

<u>Effective Date:</u>	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Hourly Wage	\$16.56				
Fringe Benefit	<u>\$22.43</u>	_____	_____	_____	_____
Total Wage & Fringe Benefits	\$38.99				
H.C.I.F	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

(c) Dockbuilder Foreman - General Dockbuilder Foreman

The Dockbuilder Foreman shall receive three dollars (\$3.00) per hour above the Journeyman scale on all pile driving and dockbuilding work. The wage of the General Foreman Dockbuilder shall be mutually agreed upon with the Employer,

and it shall not be less than six dollars (\$6.00) per hour more than that of the Dockbuilder Journeyman as set forth in the rates above and shall be hired at the Employer's discretion. He shall be allowed to run a crew when there are four or less gangs on the same job.

(d) Assessment

Two percent (2%) assessment of the hourly rate of wage, excluding fringes, to be deducted from Employees under the jurisdiction of the Local Union No. 1456 upon signed authorization by Employee and paid by check to Local Union 1456 weekly.

Section 7 - Conditions

(a) General Dockbuilder Foreman

Where five (5) or more Dockbuilder and Foundation Foreman with gangs are employed on any one (1) shift under one (1) contract, there will one General Dockbuilder Foreman, selected by the Employer, employed for that contract, during the employment of the five (5) or more Dockbuilder Foremen with gangs.

(b) Varying Shift Commencement

(i) A shift commencing Monday through Friday shall begin two (2) hours before and two (2) hours after normal starting time, in one-half hour increments. In variable shifts the Employer may vary the shift of a Foreman and his entire crew, or part of his crew and such work shall be paid at the appropriate shift rate.

(ii) It is agreed that on tide work, the Contractor can start his or her job according to tide schedules providing the eight-hour shift starts and ends between the hours of 6:00 a.m. and 6:30 p.m. A Dockbuilder cannot work more than eight hours in a 24-hour time period unless it is determined as overtime.

(c) Off Shift

An Off Shift may commence between the hours of 5:00 P.M. and 10:00 P.M. and shall work for eight and one-half (8-1/2) continuous hours allowing for one-half (1/2) hour for lunch.

The rate of pay shall be nine (9) hours pay including benefits at the straight time rate for eight (8) hours work.

(d) Storage of Tools and Clothing

The Employer shall provide a suitable shed or room of sufficient size for the Dockbuilder's tools and clothing when the project is operating and Employees covered by this Agreement are employed on the project. Said room or shed shall not be used for the storage of any other materials. The Steward or Foreman shall be furnished a key for said storage facility, and the Employees will store therein all tools not actually being used by them. These requirements shall not apply whenever less than four (4) dockbuilders are employed on any job under a single contract, however, adequate facilities whether mutual or otherwise shall be provided for said Dockbuilders.

If an Employee covered by this Agreement is storing his tools and/or clothing in said storage facility, the Employer shall be responsible for the loss of said tools

and/or clothing due to fire, flood or theft but only if the Employee has previously filed with the Employer a list of the tools he has brought to the job. The Employer's liability shall be limited to a sum not to exceed:

Tools	\$500.00
Overcoat	\$150.00
Clothing	\$150.00
Shoes	\$125.00

Upon submission of appropriate proof of loss to the Employer following the acceptance of said submission, the Employee shall be paid for said loss.

Payment shall be made within fourteen (14) working days of receipt of the proof of loss. If proof of loss is not accepted by the Employer, it shall be submitted within forty-eight (48) hours thereafter for final determination jointly to the Director of Labor Relations of the GCA and the Union.

(e) Sharpening of Tools

Employees' tools which become dulled on the job shall be reconditioned at the expense of the Employer.

(f) Churn Drills Utilized on Caissons

(1) A Dockbuilder covered by this Agreement shall operate a drilling machine, which is utilized on caissons with Employees covered by the agreements between the International Union of Operating Engineers and Members of the GCA.

(2) If three (3) or more churn drills which are utilized on caissons are in operation on one (1) shift under one (1) contract, a Foreman covered by this Agreement shall be employed.

(g) Other Drill Rigs

All other drill rigs being used in conjunction with foundations, access holes pertaining to Dockbuilder work, retaining walls, or when used to replace materials traditionally installed by Dockbuilders shall be manned by one Dockbuilder foreman. The installation and extracting of all casings shall be manned by one Dockbuilder Foreman. Additional Dockbuilder man power will be agreed upon mutually between the Union and the Employer. These Foremen shall not count toward the requirement of a General Foreman.

(h) Timekeeping Devices

Employees shall not be required to pick up or operate any timekeeping device, except during the normal work shift.

(i) Job Injury - Medical Attention

There shall be no reduction in a day's wages to any Employee on the day of injury when medical attention is required to said Employee while working on the Employer's job, provided the Employee submits a note from the doctor or clinic stating that the Employee cannot work that day.

(j) Apprentice Manning

There shall be two (2) apprentices to every six (6) journeymen and one of those apprentices must be a third or fourth year apprentice referred from the out of work list by the District Council.

(k) Welder-Burner

Each Welder and Burner shall be licensed in accordance with applicable laws, and present said license to his Employer when requested.

(l) Intoxicating Beverages or Use of Drugs

The consumption of intoxicating beverages or use of drugs on a jobsite is prohibited. Violation of this rule, after due warning, is sufficient reason for dismissal.

(m) Drug and Alcohol Testing

The Employer and Union agree that, if required by either the Employer or by the Employer's contract with and any City, State, Federal, and/or quasi-public agency, and/or public utility ("Owner"), the Employees covered by this Agreement shall be tested for drugs and/or alcohol use, and the Employees shall comply to the extent required. The Employer shall pay for the cost of the random drug and alcohol testing program.

The parties to this agreement have established a Department of Transportation ("DOT")-approved random drug testing program administered by a Certified Independent Service. The program is in full compliance with all Department of Transportation regulations, covering members of the union and their Employer's obligations under said regulations. The parties further agree that as a part of this program, a traveling collection facility will be available to be utilized by Employers whose employees are required to be tested.

If the Employer's contract with the Owner requires a more comprehensive drug testing program than provided for in the DOT regulations, the Owner's requirements shall apply.

(n) Size of Work Crews

Bull gangs to consist of two (2) Dockbuilders and one (1) Dockbuilder Foreman minimum, where equipment is used exclusively for Local 1456 to handle their material.

(o) Equipment

Where fork lifts, Ross Carriers or front end loaders are utilized for handling material and equipment, one (1) Dockbuilder will be used to handle sleepers, signal and guide said equipment, for Local 1456 work jurisdiction exclusively.

(p) Creosote Pay

While working on land pile driving, floating marine construction and the construction of wharves, Dockbuilders shall receive twenty-five cents (\$0.25) per hour premium for hours actually worked while handling and working with creosote and creosote impregnated products.

(q) Saturday Make-up

When conditions beyond the control of the Employer, such as severe weather, wide spread power failure, fire, natural disaster, etc., prevent the operation of the job on one or more normal working days, the Employer may, with notification to the Union, schedule the Saturday of that calendar week during which work was prevented, as a make-up day at straight time. All hours worked in excess of the

normal workday shall be paid for at the rate of time and one-half. When a holiday falls on a Saturday, then the make-up day rate shall be double-time. In order to utilize a Saturday as a make-up day, the Employer must declare a regular work day "terminated," for one of the reasons listed above, no later than 10:00 A.M. of the day terminated, and must notify the Union of its desire to work a make-up day by noon of the day preceding the make-up day. Employees employed by the Employer on the day so "terminated" shall have the right of first refusal to work on the make-up Saturday, but said Employees shall also have the right to decline work on a make-up Saturday, without any penalty. If men are needed to work a make-up Saturday, other than those already working on the job, the Employer shall call the District Council for men before employing men secured from any other source.

(r) Hazardous/Toxic/Contaminated Waste Sites

For jobs bid after January 1, 1994:

- (i) Conditions of employment at a hazardous/toxic/contaminated waste site shall be subject to all appropriate safety and insurance regulations required by appropriate governmental agencies.
- (ii) Dockbuilders engaged in hazardous/toxic/contaminated waste removal, on a State or Federally-designated hazardous/toxic/contaminated waste site, where the Dockbuilder comes into contact with hazardous/toxic/contaminated waste material, and when A. B. or C. personal protective equipment is required and used for respiratory, skin or eye protection,

the Dockbuilder shall receive an additional 20% premium above the hourly wage set forth in this agreement.

ARTICLE XI

Intent of Agreement - Subcontractors - Lists

Section 1 - Spirit of Agreement

This Agreement and all of its terms and provisions are predicated on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the principles or intent of this Agreement.

Section 2 - Binding Subcontractors and Other Firms

- (a) The terms, covenants and conditions of this Agreement shall be binding upon all subcontractors at the site to whom the Employer may have sublet all or part of any contract entered into by the Employer.

The Employer will only award on site subcontracts necessitating employment of Employees covered by this Agreement to subcontractors who are under agreement or are willing to enter into agreement with the Union.

The Employer will violate this Agreement if it willfully neglects to notify the Union in writing by certified mail or hand delivery to the offices of the District Council within thirty (30) days after an award of a subcontract necessitating employment of Employees covered by this Agreement.

The Employer will not sublet to another Contractor the safety protection of openings and stairways. This does not include the planking or other protection of openings in concrete arches during the formwork stage until the time of stripping;

nor does it include a restriction on the subletting of sidewalk bridge construction or maintenance. Nothing in this Agreement will forbid the Employer, which has an agreement with the New York District Council of Carpenters from hiring on its payroll on a temporary basis, Dockbuilders who may be performing work for other Contractors on the same jobsite, or to perform protection work on a time-and-material basis.

- (b) This Agreement shall be binding on the Employer, its successors and/or assigns as well as any firm, be it corporation, partnership or joint venture, which the Employer, its successors and/or assigns, has, or acquires, a financial interest in.
- (c) At least five (5) working days prior to the inception of any job where the Dockbuilding work is \$100,000 or more, the Employer shall contact the Union to arrange a conference on the jobsite to discuss work assignment and the application of this Agreement to the particular job.

Section 3 - Lists

- (a) The Union shall monthly furnish a list of Employers who are in default on the payment of wages and/or contributions to all Funds listed in Article XI; said list will be mailed to the Director of Labor Relations of the GCA.
- (b) The parties acknowledge that the GCA has provided the Union with a list of its members and other Employers and a notarized affidavit from each Employer who has designated the GCA as its bargaining agent, and who has agreed to be bound by the terms and conditions of this collective bargaining agreement prior to the commencement of the negotiations which have resulted in this Agreement. The

GCA acknowledges its representative status of its Employer-members and any service on it shall constitute service on its Employer members. All Employer-members who have given their assent to be bound to this Agreement shall be bound during its entire term. Employers who have not agreed to be bound by this Agreement may become signatories upon written request by the GCA and upon written approval of the Union.

ARTICLE XII

Fringe Benefit Funds

Section 1 - Funds - Contributions - Collections

The Employer shall pay the amounts indicated herein, for Employees covered by this Agreement, and employed within the jurisdictional territory of the Union into a United States Treasury-approved:

The District Council of Carpenters of New York City & Vicinity:

- Welfare Fund (hereinafter "Welfare Fund")
- Pension Fund (hereinafter "Pension Fund")
- Vacation Fund (hereinafter "Vacation Fund")
- Annuity Fund (hereinafter "Annuity Fund")
- Apprenticeship, Journeyman Retraining, Education and Industry Fund (hereinafter "AJRE&I Fund")
- Supplemental Fund (hereinafter "Supplemental Fund")
- N.Y.C. and Vic L/M Coop Fund (hereinafter "NYDCC Fund")
- U.B.C. National Health & Safety, Apprenticeship Training and Education and Development Fund (hereinafter "U.B.C.&J.A. Fund")

All hereinafter collectively "Fringe Benefit Funds" each Fund to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers.

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The Employer is bound by all the terms and conditions of the Agreement and Declaration of Trust with respect to each of the Fringe Benefit Funds, which Agreement and Declaration of Trust are hereby made part of this Agreement and shall be considered as incorporated herein. The Employer shall pay all required Fringe Benefits by Electronic Funds Transfer via ADP.

The following contributions shall be paid for hours worked but not on the premium portion of the overtime rate:

<u>Effective Date</u>	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Welfare Fund	\$ 9.75				
Pension Fund	\$ 9.31				
Annuity Fund	\$ 6.10				
AJREIF Fund	\$ 0.60				
Vacation Fund	\$ 6.16				
Supplemental Funds	\$ 0.04				
NYCDCC Fund	\$ 0.20				
UBC & JA Fund	\$ 0.06				
Supplemental Pension	\$ 1.00				
Total	\$33.22				
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

SPECIAL NOTICE:

All Apprentices and Trainees shall receive fifty percent (50%) of the Pension, Annuity, and Vacation contributions in accordance with the following schedule.

Apprentices

<u>Effective Date</u>	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Welfare Fund	\$ 9.75				
Pension Fund	\$ 4.65				
Annuity Fund	\$ 3.05				
AJREIF Fund	\$ 0.60				
Vacation Fund	\$ 3.08				

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Supplemental Funds	\$ 0.04
NYCDCC Fund	\$ 0.20
UBC & JA Fund	\$ 0.06
Supplemental Pension	<u>\$ 1.00</u>
Total	\$22.43

H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$0.35
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In the case of Foreman, General Foreman and Apprentices, contributions shall be made to the Fringe Benefit Funds on the basis of hours for which said Employee is actually paid, regardless of whether said hours are actually worked. This provision does not apply to Bonus, Vacation or Sick Pay paid voluntarily to said Employee.

A plan has been established which provides for the payment of contributions to the Welfare, Pension, Vacation, Annuity, A.J.R.E.& I., Supplemental Funds, UBC & JA Funds, NYCDCC Fund and the Heavy Construction Industry Fund through a consolidated plan. The Employer will comply with procedures established by the Benefit Fund Trustees to assure that the employee receives the benefit contribution together with his/her pay. Benefit contributions shall be made via ADP electronic funds transfer through facilities established by the Bank of New York or such other agencies authorized by the Trustees.

Any Contractor found guilty of offering cash to Dockbuilders for hours worked which is less than the wage rate collectively bargained in this agreement shall pay a fine of twenty-five thousand (\$25,000.00) dollars to the Carpenter Relief and Charity Fund after he has paid all monies that were due the benefit funds. This will be decided through the Collective Bargaining Agreement grievance and arbitration clause.

Section 2 - Welfare Fund - New York State Disability

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

Section 3 - Coverage of Additional Employees Under the Welfare and Pension Plan

Every present and future salaried regular employee of the Union, the Welfare Fund, and the Pension Fund may participate in the benefits provided herein for Employees of each Employer for whose benefit the aforementioned contributions are made to the Welfare Fund and Pension Fund, provided that contributions at the rate herein before stated are made to the Welfare Fund and Pension Fund for or on behalf of said Employees of the Union, the Welfare Fund, and the Pension Fund by the respective Employers of said Employees.

Section 4- Liability for Subcontractors

If the Union has furnished the Employer with the list specified in Article X, Section 3, Subdivision (a) of this agreement, and in the event that any Subcontractor or a Subcontractor of a Subcontractor fails to make contributions to the New York District Council of Carpenters respective Fringe Benefit Funds, as set forth in Article XII, Section 1, including dues check off, as required by this agreement, and if the Union by an officer, by written notice with report of delivery, notifies the Employer that a Subcontractor is not complying, the Employer shall be responsible for such non-compliance for the period only beginning two (2) working days after the day of receipt of such notice. The Employer will only be liable for the unpaid contribution, and in no event shall an Employer be liable for any of the listed liquidated damages, interests, costs or fees for which its Subcontractor may be liable.

Section 5 - Work Stoppage for Default in Fringe Benefit Funds Contributions

Whenever an Employer is in default on payments to the Fringe Benefit Funds and reasonable notice of such default is given to the Employer, the Union may remove the Employees from the work of said Employer. If said Employees who are removed remain at the work site during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

Section 6 - Liquidated Damages

- (a) In the event the Employer fails to make contributions to the Fringe Benefit Funds as specified in Article XI Section 1 herein, the Employer shall be obligated to pay to said Fringe Benefit Funds as liquidated damages as provided for in the Agreement and Declaration of Trust establishing such Fund.
- (b) If an audit is required of the Employer's books and records and there is established an unpaid balance in contributions to the Fringe Benefit Funds and said unpaid balance is not paid within thirty (30) days of notification to the Employer, then in addition to the costs as set forth in (a) above, as additional liquidated damages the Employer shall be obligated to pay to said Fringe Benefit Funds five (5) percent of the unpaid contributions.
- (c) If thereafter, in the sole discretion of the Trustees, the matter is referred to legal counsel for collection, then in addition to the costs set forth in (a) and (b) above, the Employer shall be obligated to pay to said Fringe Benefit Funds five (5) percent of the unpaid contributions as attorney's fees.
- (d) It is understood that the above-liquidated damages are cumulative.

- (e) In no event shall an Employer be liable for any of the above listed liquidated damages, interests, costs or fees for which its subcontractor may be liable.
- (f) In the event that formal proceedings are instituted before a court of competent jurisdiction by the trustees of a Benefit Fund or Funds to collect delinquent contributions to such Fund(s), and if such court renders a judgment in favor of such Fund(s), the Employer shall pay to such Fund(s), in accordance with the judgment of the court, and in lieu of any other liquidated damages, costs, attorney's fees and/or interest, the following:
 - (a) the unpaid contributions; plus
 - (b) interest on the unpaid contributions determined at the prime rate of Citibank plus 2%; plus
 - (c) an amount equal to the greater of --
 - (1) the amount of the interest charges on the unpaid contributions as determined in (b) above, or
 - (2) liquidated damages of 20% of the amount of the unpaid contributions; plus
 - (d) reasonable attorney's fees and costs of the action; and
 - (e) such other legal or equitable relief as the court deems appropriate.
- (g) In the event that proceedings are instituted before an arbitrator under this Agreement to collect delinquent contributions to a Benefit Fund or Funds, and such arbitrator shall be empowered to award such interest, liquidated damages,

and/or costs as may be applicable under the Agreement and Declaration of Trust establishing such Fund(s).

Section 7 - Auditing

Seven (7) days after a written request for audit is received the Employer shall make available records consisting of wage payments and contributions to the Fringe Benefit Funds and said records shall include time cards, Foreman's cards, time sheets, payroll sheets, payroll checks and cash disbursement records pertaining to said job(s). If an Auditor for the Fringe Benefit Funds schedules an appointment in writing with an Employer, and the Employer confirms said appointment in writing, and the Auditor is prevented by the Employer from commencing his audit on the agreed upon date, the Employer will be liable to the above mentioned Funds for \$100.00 cost due to the delay.

In order to be used for auditing purposes, Shop Steward's reports must be submitted to the Employer's representative on the jobsite for authentication and signature on a weekly basis at the time of their preparation.

Section 8 - Supplemental Fund

The Employer contribution commencing July 1, 2002 shall be in the amount of four cents (\$0.04) per hour for all hours worked, but no contribution shall be made on the premium portion of the overtime rate.

Said contribution shall be allocated in the following manner:

- The Carpenters Relief & Charity Fund - two and one-half cents (\$0.025) per hour
- Scholarship Fund - one and one-half cents (\$0.015) per hour.

The Supplemental Fund shall be established in accordance with applicable law, and any Employee authorization that is required shall be secured by the Union.

Relief and Charity Fund

The purpose of the Carpenters Relief and Charity Fund is to enable the parties to make charitable donations in the name of the carpentry industry from time to time. Said donations shall be made to duly recognized tax exempt institutions within the meaning of the Internal Revenue Code and to provide emergency assistance to bona fide victims of disaster, catastrophe and community projects for the good of the general public. The contributions shall be included in the payment of Fringe Benefits. The Fund shall be administered by two persons, one designated by the Union and the other by the Association. Both shall serve without pay and shall be bonded to the extent required by law. All monies received by the Fund shall be deposited in a bank selected by the two administrators and shall be disbursed only by check signed by both administrators. At least once a year the entire balance of the Fund on hand shall be disbursed to organizations and persons who meet the qualifications set forth above. The administrators shall keep such books of record as may be necessary. Once a year the administrators shall account for all monies received and disbursed.

Section 9 - New York City and Vic L/M Fund

Effective July 1, 2002 the parties to this agreement recognize the New York City and Vic L/M Fund. The Committee will be funded by contributions of fifteen cents (\$0.15) per hour worked through the Trusts Funds Benefits Plan. Said contributions shall be made in accordance with all applicable Federal and State Laws pertaining thereto.

If any of the above allocations are determined, in the opinion of counsel, legally improper, then in that event said allocation may be reallocated by the union to a presently existing Fringe Benefit Fund or to another fund to be established by the Union and the Employer.

The Employer and the Union acknowledge that they are represented by their duly designated trustees to administer the various Fringe Benefit Trust Funds provided for in this contract. Because of the various liabilities and responsibilities placed upon all parties to this agreement, including all contractors and union representatives and their respectively designated trustees, each contractor hereby agrees that the Fringe Benefit Fund Trustees shall have the necessary powers to fulfill their fiduciary obligations in order to fully protect each Employer signed to this agreement and their Employee-beneficiaries under the respective fund plans.

Section 10 - UBC National Health and Safety, Apprenticeship Training and Education and Development Funds

In addition to any contributions called for herein, the parties agree that the Employer shall make a contribution of six cents (\$0.06) per hour worked for each Employee covered by this agreement to the United Brotherhood of Carpenters and Joiners Apprenticeship & Training Fund of North America (the "Training Fund"). The parties also agree that the Employer shall make a contribution of six cents (\$0.06) per hour worked for each Employee covered by this agreement to the United Brotherhood of Carpenters and Joiners Health and Safety Fund of North America (the "Health and Safety Fund"). The parties agree that the Employer shall make a contribution of six cents (\$0.06) per hour worked for each Employee covered to the United Brotherhood of Carpenters and Joiners Labor-Management Education and Development Fund. The Employer hereby agrees to be bound by the trust indenture agreement applicable to the U.B.C. Health &

Safety, Apprenticeship Training and Education and Development Funds as they exist and as they might be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts.

Section 11 - Arbitration

Should any dispute or disagreement arise between the parties hereto, or between the Union and/or Union Benefit Funds and any Employer-member signatory hereto, concerning any claim arising from payments to the Fund of principal and/or interest which is allegedly due, either party may seek arbitration of the dispute before the impartial arbitrator designated hereunder by filing a notice of intent to arbitrate, in writing, with said impartial arbitrator and serving a copy of said notice on the Association and Employer or the Union and/or Union Benefit Funds, as the case may be, and in a manner permitted by law. Unless a waiver is mutually agreed to, in writing, by the parties hereto, a hearing shall be convened within twenty (20) days of submission and the arbitrator shall submit his award within twenty (20) days of the close of the hearing. The arbitrator shall have full and complete authority to decide any and all issues raised by the submission and to award appropriate damages. The arbitrator's award in this regard shall be final and binding upon the parties hereto and the individual Employer, if any, and shall be wholly enforceable in any court of competent jurisdiction. The cost of the arbitration, including the fees to be paid to the arbitrator, shall be included in the award and shall be borne by the losing party.

Roger Maher, Esq., Robert Herdoz, Esq. or Joseph Lipowski, Esq. are hereby designated as impartial arbitrators hereunder. In the event Roger Maher, Robert Herdoz or Joseph Lipowski

are unwilling or unable to serve as impartial arbitrator, the New York State Board of Mediation shall designate an impartial arbitrator to serve in their place and stead.

The agreement of the parties to submit said matters regarding the payment of contributions to an arbitrator does not excuse an Employer from any statutory, civil or criminal liability, which may attach to his actions under Municipal, State or Federal law. The submission of a matter to arbitration is in no way meant to affect the right of the Union to remove its members from an Employer's premises, as provided for in this Agreement.

ARTICLE XIII

Surety Bond

Section 1

An Employer whose records have been audited by the Funds' Auditors and the most recent audit shows a material discrepancy is required to post a bond as set forth in Article XIII, Section 2 of this agreement.

A new Employer whose records have never been audited by the Funds' auditors shall be required to post a bond as set forth in this Article XIII, Section 2. A new Employer upon completion of an audit by the Funds' Auditors, and said audit reveals no material delinquencies, shall not be required to continue to post a bond.

An Employer affiliated by common ownership with a contributing Employer shall not be deemed to be a new Employer for the purpose of this clause and this agreement.

Section 2

Contractors who have a history with the District Council of Carpenters of paying benefits on a timely basis will not have to post a surety bond. If it is determined at some period that they are delinquent, they will have to post a bond.

Those Employers covered by this Agreement who are required to post a bond shall provide a Surety Bond in the following amounts:

- an Employer employing 1 to 5 Employees \$ 5,000
- an Employer employing 6 to 10 Employees \$ 10,000
- an Employer employing 11 to 15 Employees \$ 15,000
- an Employer employing 16 to 25 Employees \$ 25,000
- an Employer employing 26 to 50 Employees \$ 50,000
- an Employer employing 51 and over Employees \$100,000

ARTICLE XIV

New York State

The Employer agrees that if it performs any service or work described in the Trade Agreements of the Local County Carpenter Union, within the geographic jurisdiction of the state, it shall be bound by all the terms and conditions of the Trade Agreement applicable to the location where said service or work is being performed for the period of time that said service or work is being performed in said location in the same manner as if it were a direct signatory to the applicable Trade Agreement, provided the Union furnishes to the GCA said Trade Agreement for review.

ARTICLE XV

Heavy Construction Industry Fund

In order to adequately protect the Heavy Construction Industry and in the interests of the Employees in the industry, each Employer shall contribute to the Heavy Construction Industry Fund thirty-five cents (\$0.35) per hour effective July 1, 2002, applied only to the straight time

payroll of each Employee. No contributions shall be made to this Fund on the premium portion of double time or overtime of the payroll of the Employees covered by this Agreement.

This Fund is designed for, but not limited to, the following purposes: 1) to increase employment opportunities through promotional activities which will increase the use of the Industry and its Employees covered under this Agreement; 2) to acquaint Employers and Employees with the most efficient safety regulations for the safety of the Employees as well as the training of Employees in first aid and other safety programs; 3) to provide financial aid, guidance and assistance to any NY State certified plan to assist the training of minorities and women for employment in the Industry in conformity with various governmental regulations; 4) to conduct educational research directed at the utilization of new and safer machines and equipment for the protection of Employees covered under this Agreement; 5) to provide and assure equitable Industry labor relations through established Grievance Panels and Arbitrations for the expeditious and equitable hearings of the grievances of Employees and Employers covered herein; 6) to assist in defraying the costs of the time spent by trustees representing management in connection with their work for and attendance at trustee meetings of the Benefit Funds in behalf of and for the benefit of the Employees covered herein and 7) for the administrative costs in supervising and administering the above in behalf of this Fund.

Payment to this Fund shall be made via electronic funds transfer. The bank servicing the Benefit Funds shall deliver all such contributions to the Heavy Construction Industry Fund after verifying that the amount of each such contribution has been correctly computed by the Employer. All costs for clerical, legal and administrative services will be borne by the Heavy Construction Industry Fund. The Fund agrees to indemnify and to hold harmless the Union from

any and all claims, actions and/or proceedings arising out of said Fund. There shall be no commingling of the check with funds of the Union. The parties are authorized to adopt other procedures to implement the collection of this contribution.

Each Employer voluntarily authorizes the collection of the contribution per hour to this Fund and each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the Heavy Construction Industry Fund and by all By-Laws adopted to regulate said Fund.

ARTICLE XVI

Legality

Any provision of this Agreement which provides for Union security or Employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is, or are, determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union security, the parties shall negotiate any provisions concerning Union security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

THE DISTRICT COUNCIL OF
CARPENTERS OF NEW YORK
CITY AND VICINITY OF THE
UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS
OF AMERICA, FOR THE
DOCKBUILDERS, PIER
CARPENTERS, HOUSE MOVERS,
PILE DRIVERS AND FOUNDATION
WORKERS AND MARINE
CONSTRUCTORS LOCAL UNION
NO. 1456


AUTHORIZED SIGNATURE OF
THE DISTRICT COUNCIL

FOR AND ON BEHALF OF AND
AUTHORIZED BY THE MEMBERS
OF THE GENERAL CONTRACTORS
ASSOCIATION OF NEW YORK,
INC., AND OTHER EMPLOYERS,
GENERAL CONTRACTORS
ASSOCIATION OF NEW YORK
AS THEIR COLLECTIVE
BARGAINING AGENT, WHOSE
NAMES ARE ATTACHED
HERETO IN EXHIBIT I

BY 

MANAGING DIRECTOR

Amendment
To
The General Contractors Association of New York, Inc
and
New York District Council of Carpenters Local 1456 Dockbuilders
Agreement
2006 - 2011

This Amendment dated January 28, 2008 between the General Contractors Association of New York, Inc. ("GCA") and the New York District Council of Carpenters, Local 1456 Dockbuilders ("District Council"), amends the collective bargaining agreement for the period July 1, 2006 through June 30, 2011 and is applicable to Marine Divers and Marine Diver Tenders. Both the GCA and the District Council agree that the amendment is effective as of January 28, 2008 and is not retroactive.

Except as enumerated in this Amendment, all other provisions of the collective bargaining agreement between the GCA and the District Council remain unchanged.

ARTICLE I
WAGES AND BENEFITS

All Divers and Tenders shall be paid on no less than eight (8) hour basis, per day.

Stand-By Time Payment – Divers

A Master Diver and Marine Diver shall receive the Marine Diver's rate of wage for Stand-By Time. A Marine Diver Tender shall receive the Marine Diver Tender's rate of wage for Stand-By Time.

Marine Diver Wages and Benefits Rate (per hour)

Effective Date:	<u>7/1/07- 6/30/08</u>
Hourly Wage	\$52.53
Fringe Benefits	\$36.32
Total Wage & Fringe	\$88.85
H.C.I.F.	\$ 0.35

Marine Diver Tender Wages and Benefits Rate (per hour)

Effective Date:	<u>7/1/07- 6/30/08</u>
Hourly Wage	\$37.36
Fringe Benefits	\$36.32
Total Wage & Fringe	\$74.10
H.C.I.F.	\$ 0.35

Wage rates and fringe benefit contributions shall be reallocated by the Union prior to July 1 of each year of the Agreement.

Depth and Penetration Rates – Divers

In addition to the wage and benefit rates set forth in this Amendment, employees who dive will be paid the following depth and penetration rates:

DEPTH RATES**Air Dives**

- 0 ft. - 59 ft. No depth rate
- 60 ft. - 74 ft. 25 cents/ft./day from & over depths of 60 ft.
- 75 ft. - 125 ft. 78 cents/ft./day from & over depths of 75 ft.

Mixed Gas Dives

- 0 ft. - 74 ft No depth rate
- 75 ft. - 125 ft. 78 cents/ft./day from & over depths of 75 ft.
- On dives with depths of 126 feet to 200 feet, the additional pay shall be at the rate of \$1.60 per foot.
- Any dive over 200 feet shall be negotiated between the Diver and the Employer.

PENETRATION RATES

Penetration Dives

- 126 ft. to 200 ft. \$1.00 per foot
- 201 ft. to 275 ft. \$1.25 per foot
- 276 ft. to 350 ft. \$1.50 per foot
- 351 ft. to 425 ft. \$2.00 per foot

On Penetration Dives over 426 feet, the penetration rate will be a matter of negotiation between the Diver and the Employer, but in no event shall it be less than the maximum per foot rate set forth above, and the Diver will notify the District Council of the rate agreed upon between the Diver and the Employer.

ARTICLE II

CONDITIONS-DIVERS AND TENDERS

(a) Diving Unit

A Master or Marine Diver and a Marine Diver Tender shall constitute a diving unit. The Marine Diver Tender shall attend only one (1) Marine Diver at one (1) time. A Marine Diver may serve as a Marine Diver Tender on any shift during which he is available to dive, and Marine Diver shall be paid at the Marine Diver's rate of wage, for any shift during which he is employed exclusively as a Marine Diver Tender. On all dives where only one Dive Team is needed, the Dive Team will consist of a minimum of three (3) people as determined by OSHA regulations. On all construction jobs where one or more Dive teams are needed,

they will always be assisted by Dockbuilders. A diver must be qualified to operate all life supporting equipment, when applicable, as per O.S.H.A. and U.S. Coast Guard requirements.

(b) Varying Shift Commencement

It is understood and agreed that, because of certain ordinances governing certain operations, such as blasting and similar operations, shift hours will be arranged to conform with such regulations, and such shift work will be paid for at the single time rate, in conformity with the terms contained in this Agreement. It is agreed that on tide work, the Contractor can start his or her job according to tide schedules providing the eight-hour shift starts and ends between the hours of 6:00 a.m. and 6:30 p.m. A Diver cannot work more than eight hours in a 24-hour time period unless it is determined as overtime.

(c) Decompression Chamber

A Decompression Chamber will be available at a job site when decompression is required by O.S.H.A. or U.S. Coast Guard requirements.

(d) Diver Employee Tools and Dressing Room

The Employer shall provide a suitable shed or room of sufficient size for the Divers' tools and clothing when the project is operating and employees covered by this Agreement are employed on the project. If an employee covered by this Agreement is storing his tools and/or clothing in said facility, the Employer shall be responsible for the loss of said tools and/or clothing due to fire, flood or theft, but such liability shall be limited to a sum not to exceed:

Tools:	\$300.00
Overcoat:	\$100.00
Clothing:	\$100.00
Shoes:	\$ 50.00

Upon submission of appropriate proof of loss to the Employer following the acceptance of said submission, the employee shall be paid immediately after proof of loss has been determined.

(e) Equipment

Each Marine Diver and Marine Diver Tender shall furnish his own knife and underwear. The Employer shall supply all equipment if they so desire, providing all equipment meets OSHA safety standards and has all proper certifications. For all jobs bid by the Employer after January 28, 2008, if the Diver is asked to supply equipment required to function as a Marine Diver or Marine Diver Tender the payment to the Diver for providing that equipment shall be based on the following:

Gear Rental:

Diver's Hats - \$50.00 Daily Rate

Diver's Dress \$50.00 Daily Rate

Diver's Hats - \$150.00 Weekly Rate

Diver's Dress \$150.00 Weekly Rate

Diver's Hats \$450.00 Monthly Rate

Diver's Dress \$450.00 Monthly Rate

Diver's full setup includes the following:

Hat, Dress Compressor, Filter, Rack, Air Hose, Radio, Volume Tank

\$ 250.00 Daily Rate

\$ 750.00 Weekly Rate

\$2,250.00 Monthly Rate

The Employer shall pay the Diver(s) the weekly rate for equipment if the Diver(s) provides his own equipment a minimum of three (3) days in one week. The Employer shall pay the Diver(s) the monthly rate if the Diver(s) provide their own equipment a minimum of three days(3) per week for three weeks in a month. A Diver shall not receive more than one Dive Rental payment per week and/or per month per Employer. In order to receive the Dive Rental payment, the Diver's gear must be in working order and must be current with all

required certifications.

For all jobs in New York bid prior to January 28, 2008, the Employer shall pay the following Gear Rental Rates:

Diver's Hats - \$25.00 Daily Rate

Diver's Dress \$20.00 Daily Rate

Full Setup (as Defined above): \$125.00 Daily Rate

Divers shall not be eligible for retroactive adjustments to payments received prior to January 28, 2008.

Payments to the Divers shall be made on either a weekly or monthly basis, if the Diver will be consistently employed by the same Employer for that month. If the Diver is laid off by the Employer at any time, any payment that is due to the Diver for Equipment rental must be made by Employer at the time of layoff. The Union shall have the right to bring a grievance against an Employer who fails to make payments to Divers pursuant to the provisions of this Agreement.

In order to use their own equipment, a Diver must provide current certifications for their equipment at the time of hire and must maintain those certifications during the course of their work. The Diver shall be responsible for maintaining their certifications at all times. Divers who cannot provide current certifications should not be permitted to use their own equipment, and shall be required to use the Employer's provided equipment in order to work as a Diver. If the Employer requests the Diver to use his own equipment, the Employer shall inspect the certifications at the time of hire and shall pay the Diver for the rental of the equipment if the Employer is allowing the Diver to use his own equipment. When the Diver uses his own equipment, the Employer shall pay the gear rental payment to the Diver.

Effective July 1, 2008, all Divers must provide current certifications from an accredited independent testing facility that the Diver-provided equipment meets all applicable OSHA, ANSI and US Navy diving standards. At minimum, certifications must include:

- a) semi-annual air quality tests as required by OSHA regulation

- b) all equipment using compressed air has been pressure tested to a minimum of 1.5 times the working pressure as required by OSHA regulation 29 CFR 1910.430
- c) diver's helmet is in complete working order and free of dry rot.

In addition, Divers shall be expected to replace their charcoal and particulate filters at least once for every 200 hours of diving time. All tests of Diver-provided equipment shall be at the Diver's expense. The Diver shall make test records and/or logs readily available to the Employer.

All repairs to Diver provided equipment shall be made at the Diver's expense, unless the equipment is damaged due to the Employer's operations and the Diver immediately reports the damage to the Employer.

(f) Physical Examination, First Aid Training & Training in Tools

All Marine Divers and Marine Diver Tenders should be certified as Divers. To be considered qualified to dive, a Diver must show proof that he has had a physical exam administered by a physician, as defined in O.S.H.A. (P. 1910. 411 Medical Requirements) indicating he is medically fit to dive, within the last 12 months. In the case of hospitalization for more than 24 hours the Diver must have an additional exam indicating his fitness. All Marine Divers and Marine Diver Tenders must show proof of training or experience in all the tools and diving operations and emergency procedures, as set forth in O.S.H.A. All Marine Divers and Marine Diver Tenders shall show proof they have had First Aid Training (American Red Cross Standard Course of equivalent) and training in Cardio-Pulmonary Resuscitation to be considered qualified as set forth in O.S.H.A. All Marine Diver Tenders should have training in a Diver Tender Course, which will be available at the New York District Council of Carpenters Apprenticeship School.

(g) Stand-by Time Divers and Tenders

Stand-by Time is defined as:

- (1) time when a Marine Diver is requested to report to a job for consultation but makes no descent; or
- (2) time when a Marine Diver is requested to report to a job and through no fault of his own makes no descent.

(h) Shifts - Divers and Tenders

- (1) A single shift shall be a continuous nine (9) hours, starting at 8:00 a.m., except when necessary to conform with the provisions of this Article II, Section (b). The mealtime shall be one (1) hour, but it may be curtailed by one-half (½) hour.
- (2) When Inspection Dives or Investigation Dives, which can be completed within eight (8) hours, are performed, for the sole purpose of determining underwater conditions on any off-shift where no other trades are working, the following conditions shall prevail:
 - a) No tools are to be utilized for construction purposes, only those tools which are needed for the proper ascertaining of the underwater conditions of the site to be inspected or investigated shall be used.
 - b) Ordinary diving gear and other appropriate safety gear which meet governmental standards and codes and conform to all the requirements of this Agreement may be worked or utilized.
- (3) On all inspection dives where only one Dive Team is needed, there shall always be a third person present at all times, for safety purposes.
- (4) When any work is performed on off-shifts with other trades that receive premium wages, then the employees covered by this Agreement shall also receive premium wages. When divers and diver tenders are working off-shift and no other trade is present and receiving premium wages, then said divers and diver tenders shall work at straight time rates for the first eight (8) hours of said off-shift.

- a) When two (2) shifts are employed, the work period for each shift shall be a continuous eight (8) hours.
- b) When three (3) shifts are employed, each shift will work seven and one-half (7½) hours but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime.
- c) When two (2) or more shifts of Marine Divers and Tenders are employed, single time will be paid for each shift.
- d) A week shall start at 8:00 a.m. Monday and end at 8:00 a.m. Saturday, except when necessary to conform with the provisions of this Article II, Section (b).

(i) Overtime - Marine Divers & Tenders

Time and one-half the wage rate shall be paid for all work performed in excess of eight (8) hours per day, and for all work performed on Saturdays. Work performed on Sundays and holidays will be at the double time rate. No employee shall be required to work more than ten (10) hours. When a Diver is required, in accordance with O.S.H.A. or U.S. Coast Guard standards, to remain in a Decompression Chamber beyond his eight (8) hour shift, such time shall be paid at the appropriate rate of pay, as provided herein.

ARTICLE III

MOBILITY OF DIVERS AND TENDERS

This Agreement will reflect the mobility of Divers and Tenders as outlined in the United Brotherhood of Carpenters and Joiners of America's General Executive Board Meeting. All Fringe Benefit Payments shall be made to the New York District Council of Carpenters.

THE DISTRICT COUNCIL OF
CARPENTERS OF NEW YORK
CITY AND VICINITY OF THE
UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS
OF AMERICA, FOR THE
DOCKBUILDERS, PIER
CARPENTERS, HOUSE MOVERS,
PILE DRIVERS AND FOUNDATION
WORKERS AND MARINE
CONSTRUCTORS LOCAL UNION
NO. 1456

BY

AUTHORIZED SIGNATURE OF
THE DISTRICT COUNCIL

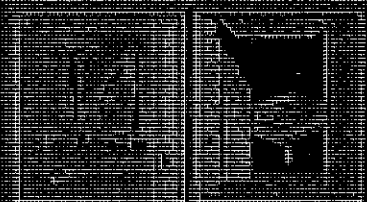
FOR AND ON BEHALF OF AND
AUTHORIZED BY THE MEMBERS
OF THE GENERAL CONTRACTORS
ASSOCIATION OF NEW YORK, INC.
AND OTHER EMPLOYERS,
GENERAL CONTRACTORS
ASSOCIATION OF NEW YORK
AS THEIR COLLECTIVE
BARGAINING AGENT, WHOSE
NAMES ARE ATTACHED
HERETO IN EXHIBIT I

BY

MANAGING DIRECTOR

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
LOCAL 5 NEW YORK

LABOR AGREEMENT



ARTICLE I

DEFINITIONS

EMPLOYEE

EMPLOYER

LOCAL UNION

STATE

FEDERAL

ARTICLE II

ARTICLE III

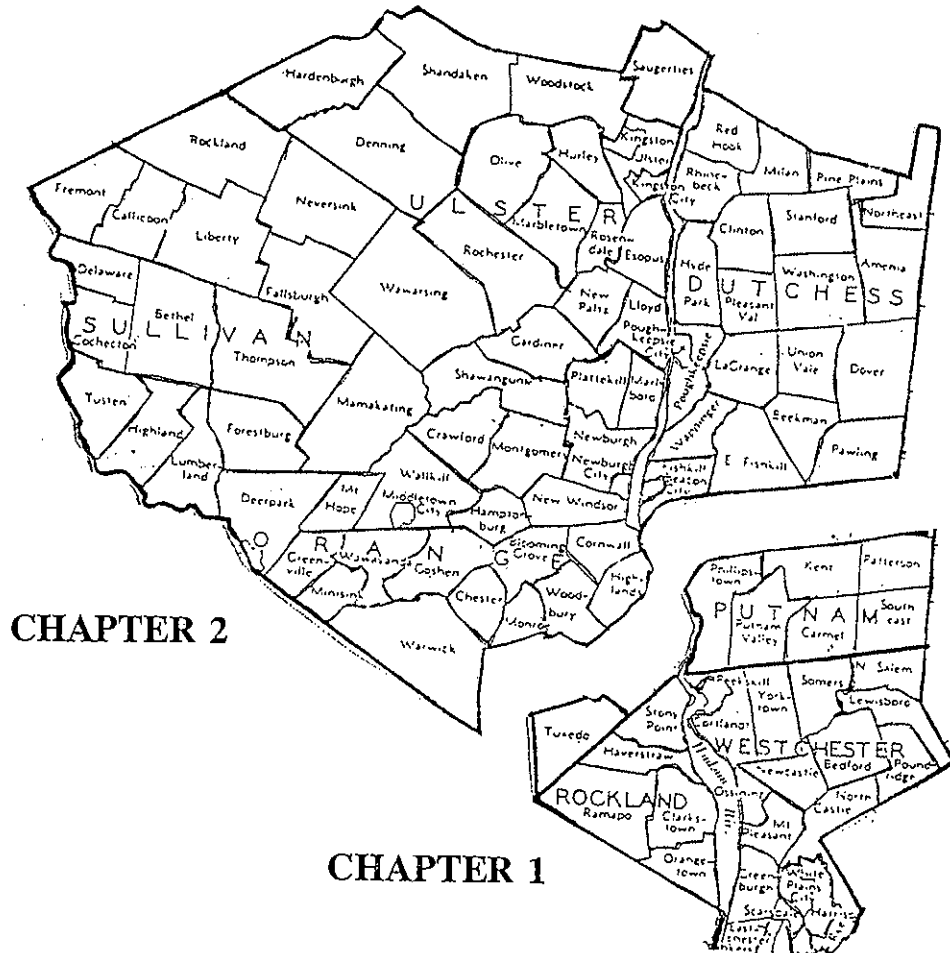
ARTICLE IV

ARTICLE V

ARTICLE VI

BRICKLAYERS AND ALLIED CRAFTWORKERS

LOCAL 5, NEW YORK



JURISDICTIONAL MAP

0BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 5 NEW YORK

LABOR AGREEMENT

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ARTICLE 1

WAGE SCHEDULE -- CHAPTER 1

EFFECTIVE 6/1/2008 THROUGH 5/31/2009
PUTNAM, ROCKLAND AND WESTCHESTER COUNTIES
INCLUDING THE TOWNSHIP OF TUXEDO
IN ORANGE COUNTY

	COMMERCIAL	HEAVY AND HIGHWAY
*** HOURLY WAGE	\$36.75	\$37.25
*** VACATION	\$ 2.25	\$ 2.25
*** DUES CHECK-OFF	\$ 2.56	\$ 2.56
WELFARE	\$10.07	\$10.07
RETIREMENT	\$11.84	\$11.84
IAF	\$ 0.24	\$ 0.24
JATC	\$ 0.40	\$ 0.40
LMC	\$ 0.15	\$ 0.15
IMI	\$ 0.57	\$ 0.57
BAC PAC	\$ 0.01	\$ 0.01
TOTAL	\$60.03	\$60.53

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$31.94	\$32.44
WELFARE	\$10.07	\$10.07
VACATION (PAYROLL DEDUCTION)	\$ 2.25	\$ 2.25
BAC 5 PENSION	\$ 8.84	\$ 8.84
I.U. PENSION	\$ 1.00	\$ 1.00
ANNUITY	\$ 2.00	\$ 2.00
BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 1.95	\$ 1.95
I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$ 0.61	\$ 0.61
I.M.I.	\$ 0.57	\$ 0.57
I.A.F.	\$ 0.24	\$ 0.24
JATC	\$ 0.40	\$ 0.40
LMC	\$ 0.15	\$ 0.15
BAC PAC	\$ 0.01	\$ 0.01
TOTAL	\$60.03	\$60.53

TOTAL FRIGNES (Including VACATION AND CHECK-OFF) \$28.09

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

ARTICLE 1

WAGE SCHEDULE – CHAPTER 2

EFFECTIVE 6/1/2008 THROUGH 5/31/2009
DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES
EXCLUDING THE TOWNSHIP OF TUXEDO
IN ORANGE COUNTY

	COMMERCIAL	HEAVY AND HIGHWAY
*** HOURLY WAGE	\$35.86	\$36.36
*** VACATION	\$ 2.25	\$ 2.25
*** DUES CHECK-OFF	\$ 2.42	\$ 2.42
WELFARE	\$ 9.96	\$ 9.96
RETIREMENT	\$11.34	\$11.34
IAF	\$ 0.24	\$ 0.24
JATC	\$ 0.60	\$ 0.60
LMC	\$ 0.15	\$ 0.15
IMI	\$ 0.57	\$ 0.57
BAC PAC	\$ 0.01	\$ 0.01
TOTAL	\$58.73	\$59.23

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$31.19	\$31.69
WELFARE	\$ 9.96	\$ 9.96
VACATION (PAYROLL DEDUCTION)	\$ 2.25	\$ 2.25
BAC 5 PENSION	\$ 8.84	\$ 8.84
I.U. PENSION	\$ 1.00	\$ 1.00
ANNUITY	\$ 1.50	\$ 1.50
BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 1.83	\$ 1.83
I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$ 0.59	\$ 0.59
I.M.I.	\$ 0.57	\$ 0.57
I.A.F.	\$ 0.24	\$ 0.24
JATC	\$ 0.60	\$ 0.60
LMC	\$ 0.15	\$ 0.15
BAC PAC	\$ 0.01	\$ 0.01
TOTAL	\$58.73	\$59.23

TOTAL FRIGNES (Including VACATION AND CHECK-OFF) \$27.54

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

ARTICLE 1**WAGE SCHEDULE - CHAPTER 1**

EFFECTIVE 6/1/2009 THROUGH 5/31/2010
PUTNAM, ROCKLAND AND WESTCHESTER COUNTIES
INCLUDING THE TOWNSHIP OF TUXEDO
IN ORANGE COUNTY

	COMMERCIAL	HEAVY AND HIGHWAY
HOURLY WAGE	\$37.34	\$37.84
*** VACATION	\$ 2.25	\$ 2.25
*** DUES CHECK-OFF	\$ 2.65	\$ 2.65
WELFARE	\$10.30	\$10.30
RETIREMENT	\$13.14	\$13.14
I.A.F.	\$.30	\$.30
JATC	\$.60	\$.60
LMC	\$.15	\$.15
IMI	\$.68	\$.68
BAC PAC	\$.02	\$.02
TOTAL	\$62.53	\$63.03

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$32.44	\$32.94
WELFARE	\$10.30	\$10.30
VACATION (PAYROLL DEDUCTION)	\$ 2.25	\$ 2.25
BAC 5 PENSION	\$ 9.99	\$ 9.99
I.U. PENSION	\$ 1.15	\$ 1.15
ANNUITY	\$ 2.00	\$ 2.00
BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 2.02	\$ 2.02
I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$.63	\$.63
I.M.I.	\$.68	\$.68
I.A.F.	\$.30	\$.30
JATC	\$.60	\$.60
LMC	\$.15	\$.15
BAC PAC	\$.02	\$.02
TOTAL	\$62.53	\$63.03

TOTAL FRIGNES (Including VACATION AND CHECK-OFF) \$30.09

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

ARTICLE 1

WAGE SCHEDULE - CHAPTER 2

EFFECTIVE 6/1/2009 THROUGH 5/31/2010
DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES
EXCLUDING THE TOWNSHIP OF TUXEDO
IN ORANGE COUNTY

	COMMERCIAL	HEAVY AND HIGHWAY
HOURLY WAGE	\$36.53	\$37.03
VACATION	\$ 2.25	\$ 2.25
DUES CHECK-OFF	\$ 2.59	\$ 2.59
WELFARE	\$10.15	\$10.15
RETIREMENT	\$12.79	\$12.79
IAF	\$.30	\$.30
JATC	\$.60	\$.60
LMC	\$.15	\$.15
IMI	\$.69	\$.69
BAC PAC	\$.02	\$.02
TOTAL	\$ 61.23	\$61.73

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$31.69	\$32.19
WELFARE	\$10.15	\$10.15
VACATION (PAYROLL DEDUCTION)	\$ 2.25	\$ 2.25
BAC 5 PENSION	\$ 9.94	\$ 9.94
I.U. PENSION	\$ 1.15	\$ 1.15
ANNUITY	\$ 1.70	\$ 1.70
BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 1.98	\$ 1.98
I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$.61	\$.61
I.M.I.	\$.69	\$.68
I.A.F.	\$.30	\$.30
JATC	\$.60	\$.60
LMC	\$.15	\$.15
BAC PAC	\$.02	\$.02
TOTAL	\$ 61.23	\$ 61.73

TOTAL FRIGNES (Including VACATION AND CHECK-OFF) \$29.54

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

ARTICLE 1

WAGE SCHEDULE – CHAPTER 1

EFFECTIVE 6/1/2010 THROUGH 5/31/2011
PUTNAM, ROCKLAND AND WESTCHESTER COUNTIES
INCLUDING THE TOWNSHIP OF TUXEDO
IN ORANGE COUNTY

	COMMERCIAL	HEAVY AND HIGHWAY
HOURLY WAGE	\$37.94	\$38.44
*** VACATION	\$ 2.25	\$ 2.25
*** DUES CHECK-OFF	\$ 2.75	\$ 2.75
WELFARE	\$10.75	\$10.75
RETIREMENT	\$14.29	\$14.29
IAF	\$.30	\$.30
JATC	\$.70	\$.70
LMC	\$.30	\$.30
IMI	\$.73	\$.73
BAC PAC	\$.02	\$.02
TOTAL	\$65.03	\$65.53

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$32.94	\$33.44
WELFARE	\$10.75	\$10.75
VACATION (PAYROLL DEDUCTION)	\$ 2.25	\$ 2.25
BAC 5 PENSION	\$11.14	\$11.14
I.U. PENSION	\$ 1.15	\$ 1.15
ANNUITY	\$ 2.00	\$ 2.00
BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 2.10	\$ 2.10
I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$.65	\$.65
I.M.I.	\$.73	\$.73
I.A.F.	\$.30	\$.30
JATC	\$.70	\$.70
LMC	\$.30	\$.30
BAC PAC	\$.02	\$.02
TOTAL	\$65.03	\$65.53

TOTAL FRIGNES (Including VACATION AND CHECK-OFF) \$32.09

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

ARTICLE 1

WAGE SCHEDULE - CHAPTER 2

EFFECTIVE 6/1/2010 THROUGH 5/31/2011
DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES
EXCLUDING THE TOWNSHIP OF TUXEDO
IN ORANGE COUNTY

	COMMERCIAL	HEAVY AND HIGHWAY
HOURLY WAGE	\$37.14	\$37.64
*** VACATION	\$ 2.25	\$ 2.25
*** DUES CHECK-OFF	\$ 2.70	\$ 2.70
WELFARE	\$10.65	\$10.65
RETIREMENT	\$13.89	\$13.89
PROMOTION	\$.30	\$.30
JATC	\$.70	\$.70
LMC	\$.30	\$.30
IMI	\$.73	\$.73
BAC PAC	\$.02	\$.02
TOTAL	\$63.73	\$64.23

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$32.19	\$32.69
WELFARE	\$10.65	\$10.65
VACATION (PAYROLL DEDUCTION)	\$ 2.25	\$ 2.25
BAC 5 PENSION	\$11.04	\$11.04
I.U. PENSION	\$ 1.15	\$ 1.15
ANNUITY	\$ 1.70	\$ 1.70
BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 2.06	\$ 2.06
I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$.64	\$.64
I.M.I.	\$.73	\$.73
I.A.F.	\$.30	\$.30
JATC	\$.70	\$.70
LMC	\$.30	\$.30
BAC PAC	\$.02	\$.02
TOTAL	\$63.73	\$64.23

TOTAL FRIGNES (Including VACATION AND CHECK-OFF) \$31.54

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

LABOR AGREEMENT

ARTICLE II

EFFECTIVE DATE, TERMINATION, AMENDMENTS

2.1 This Agreement is entered into this first day of June, 2008 by and between the Construction Contractors Association of the Hudson Valley (C.C.A.), Building Contractors Association (B.C.A.) and the Mason and Concrete Contractors Association of the Hudson Valley (M.C.C.A.H.V.) (hereinafter referred to as the Associations), for and on behalf of their members as set forth in Schedule A attached hereto and other contractors who are signatory hereto or who may become signatory hereto (hereinafter referred to as the Employer), and the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 5 NEW YORK (hereinafter referred to as the Union or BAC 5 NY).

The Association agrees to furnish to the Union a list of all members of the Association denoting those members bound to the terms of this Agreement, the honorary members, independent members, and any other classes or groups of members.

2.2 This Agreement shall be effective commencing June 1, 2008, shall continue in full force to and including May 31, 2011, and shall be automatically continued thereafter as per Section 3.2 unless written notice of decision to negotiate a new Agreement, in whole or in part, is given in writing by either party to the other not later than sixty (60) days nor more than ninety (90) days prior to the expiration date or any anniversary date 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.

ARTICLE III

RECOGNITION

3.1 Inasmuch as (1) the Union has requested recognition as the majority, Section 9 (a), representative of the Employees in the bargaining unit described herein and (2) has submitted or offered to show proof of its majority support by those Employees, and (3) the Employer is satisfied that the Union represents a majority of the bargaining unit Employees, the Employer recognizes the Union, Pursuant to Section 9 (a) of the National Labor Relations Act, as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future jobsites within the jurisdiction of the Union.

3.2 The parties agree that the collective bargaining unit covered by this Agreement is a multi-employer bargaining unit consisting of employer members of the Construction Contractors Association of the Hudson Valley Inc. (C.C.A.), Building Contractors Association (B.C.A.) and the Mason and Concrete Contractors Association of the Hudson Valley (M.C.C.A.H.V.) that are bound to this Agreement as well as any individual employers who are not members of the association but who signed the Agreement or agreed to be bound to it. Any non-association individual employer that agrees to this Agreement agrees that it thereby becomes a member of the multi-employer bargaining unit. Any such individual employer further agrees that it shall be bound by any future collective bargaining agreement and/or modifications, renewals, revisions, of this Agreement, negotiated between the associations and BAC 5 for this multi-employer bargaining unit including, but not limited to an expansion of the territorial jurisdiction of BAC Local 5 NY and all increases in the wages and fringe contributions. This constitutes a delegation of bargaining authority by any such non-member individual employer to the associations and it is intended thereby that such individual employer be bound by group rather than individual bargaining action.

3.3 It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision or provisions of this Agreement be determined to be contrary to any such State or Federal Statute, then such provision shall continue in effect only to the extent permitted and all other provisions of this Agreement shall remain in full force and effect. In the event that any provision or provisions are finally determined to be invalid, the parties shall meet without delay for the purpose of determining substitute provisions which comply with all applicable Federal and State Statutes and which accomplish the same purpose, or substantially the same purpose, as the provision declared invalid. Said substitute provisions shall thereupon be incorporated in this Agreement in lieu of the provision declared to be invalid, assuming the purposes are not declared unlawful.

3.4 BAC 5 NY is a separate organization functioning in conformity to the International Union Constitution. Neither BAC 5 NY nor its Officers, employees, or members, shall have the power to act, not be deemed to act, on behalf of or as an agent for, or to legally bind, any other affiliate or member thereof, the International Union Executive Board, any of the International Union Officers, or the International Union, unless such authority is expressly granted by the provisions of the International Union Constitution or in writing by the Board.

It is understood that nothing in this Agreement shall interfere with the right of BAC 5 NY to obey all laws and rules of the International Union and the mandates of the International Union Executive Board.

3.5 Copies of the Bricklayers and Allied Craftworkers International Union of America's Constitution and Rules of Order and Bricklayers and Allied Craftworkers Local 5 NY Constitution and By-Laws will be supplied to employers if requested by certified mail.

ARTICLE IV

WHAT CONSTITUTES MASONRY

4.1 BRICK MASONRY – Bricklaying masonry shall consist of the laying of bricks made from any material in, under or upon any structure or form or work where bricks are used, whether in the ground, or over its surface, or beneath water: in commercial buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in the mines or fortifications, and in all underground work, such as sewers, tunnels, telegraph, electric and telephone conduits, including the installation of substitutes for bricks such as: all carbon materials, karbate, impervite or mixtures. All acid resistant materials. All terra cotta and porcelain materials. All cutting of joints, pointing, cleaning and cutting of all masonry walls, fireproofing, block-arching, terra cotta cutting and setting, the laying and cutting of all tile, plaster, mineral wool, cork blocks and glass masonry, or any substitute for above materials. The cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the preparations and erection of plastic castables or any refractory material.

The cutting of openings on all masonry walls up to twenty-five (25) square feet and the cutting of chases and channels in brick, tile and other masonry shall be done by employees covered by this Agreement. The mason shall have the right to use all tools necessary to complete his work – including but not limited to hand tools, power tools, electric and air hammers or chipping guns. Cleaning, grouting, pointing, sand blasting, and other work necessary to achieve and complete the work under the foregoing category shall be the work of the employees covered by this Agreement. All waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interiors of the walls.

The cleaning or washing down of all masonry work whether by hand or machine.

All terra cotta called unit tile in sizes over 6" x 12" regardless of method of installation. All quarry tile over 9" x 9" x 1 1/4" in size. Split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of the above materials.

All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures.

All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like materials in sizes larger than 6" x 12", regardless of the method of installation shall be the work of the employees covered by this agreement.

Where the preponderance of material to be installed is of the above sizes, and when material of lesser sizes is to be used in connection therewith, the installation of all such materials.

The laying or setting of flat-faced tile of every description when in mortar on all flat roofs or promenade roofs.

Brick paving comes under bricklayers' trade classification.

4.2 STONE MASONRY – Shall consist of laying all rip rap, rubble work, with or without mortar, that are placed to form a uniform or even surface, or where the material is trimmed to fit.

The setting of all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects, and customarily called "stone" in the trade.)

Cutting all shoddies, broken ashlar, random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten (10) inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints and reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work. This is to apply to all work on buildings, sewers, roads, highways, bridges, railroads, tunnels, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping and curbing, or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done.

Stone masons shall have the right to use all tools, which they consider necessary in the performance of their work.

Cleaning, grouting, pointing, and all other work necessary to achieve and complete the work under the foregoing category.

The stone mason shall have sole jurisdiction over hand derricks in connection with the setting of stone.

4.3 ARTIFICIAL MASONRY – The cutting, setting and pointing of cement blocks and all artificial stone or marble, either interior or exterior when set by the usual custom of the stone mason and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all materials substituted for the clay or natural stone product.

The Bricklayer shall perform the complete installation and related finish work of all AAC. (Autoclaved Aerated Concrete) These operations include, but are not limited to, the cutting, fitting and the applications of mortar and/or other cementitious materials used for the setting and bonding purposes as well as the actual laying of the AAC block units into position. The routing, drilling, cutting and patching for all mechanical piping and

openings. The preparation, assembly, unloading, selecting or staging of AAC panels, hooking on, signaling, drilling, cutting, installation of support angles or strut supports, fitting, bedding, landing, setting, leveling, plumbing, aligning, fastening, anchoring (whether by bolt, clip, pin or weld), insulation, caulking, grouting, patching, cleaning, waterproofing and installation of all AAC units. This also includes all work operations

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related to the installation and applications of all coating, covering and veneer systems (both exterior and interior) on all AAC units. These work operations include, but are not limited to; preparation of walls, the mixing and applications of any and all finish coating materials by any method (i.e. trowel on, machine, spray on, etc..) or any other device deemed necessary to produce the desired finish surface.

All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, concrete window mullions, lintel and sprandel beams regardless of dimension size.

All designed interior and exterior mechanical attachment systems such as, but not limited to, E.I.F.S. drywall systems, water management systems and dowell systems.

All ready mixed textured and untextured wall coatings, and dry unmixed material coatings.

All synthetic systems, all cementitious systems, all below grade and above grade systems, and all pre-fabricated panel systems.

All systems (thermal) used to insulate, protect and or decorate the exterior or interior of a building.

All adhesive systems used in adhering to substrates.

All dispersion adhesives with cement or other additives, used above or below grade (ground).

All insulation board and reinforcing fiberglass mesh and the rasping of the insulating boards, the application of all primers and sealants and the rasping of insulating boards.

All performance materials for fire and sound resistant construction (shall be the work of employees covered by this agreement).

All gypsum base plaster interior and exterior veneer base coats and veneer finish plasters.

All metal trim such as, but not limited to, corner beads, control joints, decorative joints and strip lath.

All glass fiber open weave tape and all sheet rock joint tape.

All base coat and finish wall plaster.

The mixing and installing (application) of all molding plaster, retarders, accelerators, bonders and add mixes fortifiers.

The repair of all systems due to, but not limited to, punctures, damaged corners, craze cracks, bleeding, blistering, buckling, board failure, cat faces etc. and the operation of all use of any type nozzle.

On all plastering and gunite machines shall be the work of the employees covered by this agreement.

The application of all types of taping compounds, dry bag mix and bucket pre mixed, when used for what is commonly known as level (5) five, but not limited to the term.

4.4 CEMENT MASONRY - Straight edging, floating, trowelling, edging, rubbing and brushing work.

Laying out, screeding, operation of the power screed and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights. The cutting of all cement and concrete for patching, cleaning and finishing. The bush hammering of all concrete and flash patching. The operation of the cement gun, the nozzle and the finishing of all material applied by the guns, when work is to be performed it is to be of the thickness of one and one-half inches or less, also the operation of the cement floor finishing machines. The cement mason shall have the right to use all tools necessary to complete his work, including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

The setting of lumber or other materials to determine the proper grade of concrete when used to serve as screeds, such as 2" x 4" or other plain pieces of material when held in place by stakes and/or spreaders. A screed is a strip of wood or metal used as a guide for leveling or grading a concrete floor, slab or sidewalk. Any bulkhead that is one single board in height (not to exceed twelve inches) shall be set and braced or staked by employees covered by this Agreement providing same is used as a screed. The term bulkhead shall mean a form or screed erected for the purpose of separating pours of concrete.

The setting of all forms for sidewalks, curbs and gutters.

The installation and erection of all types of precast, prestressed concrete, stone or imitation stone or other fabricated masonry units when installed as wall panels by means of bolting and/or welding to structural steel or concrete frame construction.

The following units are to be recognized as coming within the meaning of "precast", prestressed concrete stone or imitation stone or other fabricated masonry units when installed as wall panels by means of bolting and/or welding to structural steel or concrete frame construction.

Any fabricated masonry unit, which may be included as a component of the exterior wall system such as fins, mullions, sunshades, sprandel units, window units and panels, the cutting, fitting, Bedding, pointing, caulking, grouting and installation of gaskets. The plumbing, aligning, leveling and anchoring, including bolting and/or welding.

The setting and erection of fiberglass stone faced wall panels, and the drilling of holes and securing of the panels. The plumbing, aligning, leveling installation of gaskets, routing, caulking, bracing and anchoring which includes metal clips, bolting and welding of all precast panels, columns, roofs and floor slabs.

The chipping, cutting, grinding, patching and rubbing of concrete surfaces necessary to correct imperfections caused by sagging, bulging or separation of concrete forms, or by the deterioration, scaling or cracking of concrete.

The application of a brush-coat cement base material as part of the operation of patching concrete is the work of the cement mason when the color of the cement base is substantially the same as the surface to which it is applied. The filling of air holes that exceed 1/8" regardless of the color of the cement base material when patching concrete.

The removal and patching of snapties.

The setting of precast re-enforced concrete slabs for roof tiling or flooring when such are to be laid in or grouted with cement, lime or gypsum.

All chipping and cutting of concrete or other masonry units that is necessary to trace sources of leakage and to prepare surfaces of such units for installation of materials used in stopping leakage in such units

The installation of materials used in the stoppage of leaks in concrete or other masonry units.

The application of non-decorative materials for waterproofing or damp proofing on new or used concrete.

For the purpose of defining non-decorative it shall mean:

- (a) Sand and cement coats, with or without damp-proofing additive substantially where no color is added.
- (b) Sand and cement coats, with or without damp of waterproofing additive substantially the same color as the surface to which it is applied.
- (c) Damp and waterproofing materials, identified as such by the manufacturer, which is substantially the same color as the surface to which it is applied. Substantially the same "shall be white or gray cement or clear silicone, and shall apply under the "non-decorative" as well as "decorative" paragraphs of this section.)

The application of the following materials including the cleaning, priming and preparation of concrete floor surfaces to receive concrete stains, sealers, chemical curers, hardeners and waxes: the aforementioned materials included in concrete prior to pouring or in the finishing process performed during the curing period (not to exceed one week):

The sandblasting and etching of concrete to expose aggregate.

4.5 MARBLE MASONRY -- Shall consist of the carving, cutting and setting of all marble, slate, including slate blackboards, stone, albereen, carrara, sanionyx, vitrolite, and similar opaque glass, scagliola, marbleithic, and all artificial, imitation or cast of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish, hones or sand finish; also the cutting and fitting of above materials after they leave mill or shop, as well as all accessories in connection with the work, and the laying of all marble tile, slate tile and terrazzo tile.

Vitrolite and similar structural glass, when set on outside walls of buildings or structures, in mortar, cement or plastic material or when anchored to the wall. When glass is used of a thickness of more than one-half inch, its installation.

4.6 PLASTERING -- All exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent materials, artificial marble work when applied in plastic form, composition work in all its branches, the covering on all walls, ceiling, soffits, piers, columns or any part of a construction of any sort when covered with any plastic material in the usual methods of plastering.

The casting and sticking of all ornaments of plaster or plaster compositions, the cutting and filling of cracks. All cornices, molding, coves, and bull nose shall be run in place on rod and white mortar screeds and with a regular mold and all substitutes of any kind when applied in plastic form with a trowel, or substitute for same. The installation of sticking with plastic material metallic corner beads.

The application of initial wash coat to exterior plastered surfaces on new work providing the wash is substantially the same color as the surface to which it is applied (in all instances gray or white cement base washed are considered to be substantially the same as the plastered surface to which they are applied.)

The application of plaster, acoustical or imitation as well as the preparatory pointing and taping of dry-wall surfaces that are to receive these finishes.

4.7 POINTING, CAULKING AND CLEANING – Shall consist of the pointing, caulking and cleaning of all types of masonry caulking of all windows and door frames encased in masonry on brick, stone or cement structures, or where they abut masonry, including all grinding and cutting out on such work and all sandblasting, steam cleaning, pressure washing and gunite work. The sand blasting is to expose aggregate and the sand blasting to prepare masonry to receive a new finish. The sand blasting is to be done in connection with the pointing or caulking of a building.

The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick or concrete. It shall include all grinding and cutting out, sand blasting and gunite work on same. The tuckpointing of oakum and polyurethane rope or other material into expansion joints between the top of all cement block walls and steel ceiling decks or steel beams or concrete beams or other areas to be caulked that abut masonry.

4.8 INSULATION, ACOUSTIC AND CORK - The application of insulation, acoustic and cork when applied with mastic or any other plastic material where plastic material or mastic is used to adhere acoustic tile to ceilings or walls. All cork and acoustic installations where mastic or other plastic materials are used when such is installed, including the cutting of closures to fill out the courses. The stick on application of all insulation board with primus adhesive and lamia re-enforcing, such as but not limited to STO or Dry-Vit Systems including the rasping of irregularities and the installation of control and expansion of joints.

The cutting, setting, pouring, pumping or placing of all insulation of any description within or between other masonry work including when insulation is applied on the outside of boiler walls in conjunction with refractory materials as it progresses (scaffold high) said insulation is the work of the employees covered by this Agreement.

4.9 MISCELLANEOUS – Installing and distributing natural slate blackboards when set in mastic.

Application of water clear silicone when used for waterproofing.

Building in corner guards, bearing plates, loose lintels and the onsite cutting, bending, tying and placing of reinforcing wire, mesh, lathe, rods, dowels, rebar or any other types of reinforcing materials that is built into or any integral part of masonry work. The installation of wall ties when installation of the adjustable two-part masonry veneer anchoring system is included in the masonry section of the project specifications, the installation, therefore, is the responsibility of the masonry contractor and the installation of both parts of the anchor (anchor slot and tie) shall be assigned to the employees covered by this Agreement. When the installation of the slot anchor portion of the two-part adjustable masonry veneer anchoring system has been awarded to others in accordance with the project specifications and the slot anchor portion is installed in conjunction with (in the same operation as) the application of the sheathing, the attaching of the anchor slot may be assigned to the craft installing the sheathing. However, if the sheathing has been previously installed and the attachment of the slot anchors is performed as a separate operation, the installation of slot anchors. The affixing of the tie into the anchor slot shall in all cases shall be the work of the employees covered by this agreement.

The setting, plumbing, leveling and placing of any items which are built into or an integral part of masonry work such as frames, sleeves, inserts, etc.

The placing, cutting and building in of all fabric or cavity flashings within masonry work.

Use of nozzle when refractory materials are used in furnaces, boiler, stacks, breechings and vessels.

Operation and use of the nozzle on all plastering and gunite machines.

The placing, leveling and striking off of grout within masonry work whether installed by hand or machine. If grout is placed by a machine handling the nozzle of the hose.

The use of lasers, levels and transits, when required.

The building, assembling, setting, plumbing or leveling of all temporary guides, supports, centering or coursing poles.

The erection and removal of all scaffolds under fourteen (14) feet in height, including trestles and horses used primarily by these employees may be the work of the employees if so assigned by the employer.

4.10 It is agreed by the employer that the signing of this AGREEMENT SHALL CONSTITUTE THE JOB ASSIGNMENTS OF THE AFOREMENTIONED ARTICLE IV; WHAT CONSTITUTES MASONRY, 4.1 through 4.9 to employees covered by this Agreement. In the event of a jurisdictional dispute (even if such work is also covered or claimed to be covered in any other collective bargaining agreements) the work outlined in ARTICLE IV: WHAT CONSTITUTES MASONRY, 4.1 through 4.9, will be awarded to and performed by employees covered by this Agreement pending a decision by the Joint Arbitration Board as outlined in ARTICLE 15.1. Such decision shall be final and binding on both BAC 5 NY and the employer.

4.11 In the event there is a jurisdictional dispute not covered in ARTICLE IV, 4.1 through 4.9, the parties shall adhere to the decision of the Joint Arbitration Board as outline in ARTICLE 15.1

4.12 Bricklayers and Allied Craftworkers Local 5 NY and the employers agree to abide by all previous National Joint Board Decisions, International Union Agreements, International Union Memorandums of Understanding affecting the work jurisdiction of Bricklayers and Allied Craftworkers Local 5 NY, as outlined in ARTICLE VII and VIII.

ARTICLE V

JURISDICTION, FOREMAN, EMPLOYMENT PROCEDURES

5.1 The territorial jurisdiction of BAC 5 NY shall include all of Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester Counties. Wages for Chapter 1 shall include the township of Tuxedo in Orange County and all of Putnam, Westchester and Rockland Counties. Chapter 2 shall include all of Dutchess, Sullivan, Ulster and Orange County with the exception of the township of Tuxedo, which shall be included in Chapter 1.

5.2 The jurisdiction of BAC 5 NY shall be extended to include any additional jurisdiction, whether territorial or trade, approved by the International Union which BAC 5 NY may in the future acquire by merger, grant, award or in any other manner whatsoever.

5.3 It is agreed that BAC 5 NY is a non exclusive referral union and the right of the employer to employ men of his selection shall not be questioned provided that of the total work force, 75% of the employees shall be provided by Bricklayers and Allied Craftworkers Local 5 New York, if available, and an additional 15% shall be residents of the county in which the work is performed.

5.4 BAC 5 NY agrees to furnish, if available, qualified mechanics if requested by the contractor. When possible, the employer shall give at least forty-eight (48) hours notice when requesting men. The employer agrees to give notice to BAC 5 NY twenty-four (24) hours prior to discharging employees.

5.5 Foreman shall be trained under a Shadow Program under a prior foreman before being qualified as a foreman.

5.6 The foreman shall have the authority to discharge, and exercise similar supervisory functions as the exclusive representative of management. The foreman will be responsible for the efficient and workmanlike installation of all work performed.

5.7 All foreman shall receive in addition to the regular journeyman's rate a minimum of fifty cents (\$.50) per hour and shall be guaranteed a full week's salary.

5.8 No member of BAC 5 NY shall be allowed to work (at the crafts) for any employer that is not a party to this agreement.

5.9 During the term of this contract, both parties signatory to this agreement agrees that neither the Contractor nor BAC 5 NY will discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and both parties to this Agreement will affirmatively cooperate within the limits of its legal and contractual authority.

5.10 UNION SECURITY – No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of BAC 5 NY; All employees hired after the effective date of this Agreement shall be or become and remain a member of BAC 5 NY no later than eight (8) days following the first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of BAC 5 NY, result in termination of such employee, provided that BAC 5 NY has given the employee four (4) days notice that his obligation to make payment has not been met and that his delinquency renders him liable to termination under this section. The employer shall not be obligated to dismiss an employee for non-membership of BAC 5 NY: (a) if he has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) if he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

5.11 The employer hereby waives any right that he or it may have had, may have to may hereafter acquire to file or process a petition before the NLRB seeking the termination, abrogation, repudiation or cancellation of this Agreement or, otherwise challenge the Union's status as a bargaining agent for its employees prior to the expiration of this Agreement in accordance with its terms and agrees not to encourage nor assist its employees in any way in doing so.

ARTICLE VI PREVAILING WAGE

6.1 To maintain an accurate wage rate, each employer shall completely fill out and return to BAC 5 NY for each project, a Contractor's Report of Construction Wage Rates which shall be submitted to the United States Department of Labor. Upon receipt of said forms, it shall be the responsibility of BAC 5 NY to submit the completed forms to the United States Department of Labor.

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6.2 Those employers who have not terminated or amended this Agreement as provided in Article II, then the wage schedule as outlined in Article I shall not apply. For work performed after May 31, 2008, wages and fringes shall be determined by the prevailing wage rate at that time in the jurisdiction of BAC 5 NY established

by the United States Department of Labor, New York State Department of Labor or the current Labor Agreement negotiated with the Mason and Concrete Contractors Association of the Hudson Valley, whichever is greater.

6.3 The employer shall pay the wages provided in this Agreement to the men on the job where they are working before quitting time on each pay day, no more than three (3) days shall be held in any pay period. Pay shall be in full. When men do not work on pay day due to weather conditions, they shall be paid not later than 12:00 noon at the job site. Pay shall be in U.S. currency and a receipt shall be given with all envelopes plainly marked with the name of the employer and employee, amount of wages, hours of work, deductions such as social security, withholding taxes, etc.

6.4 In lieu of U.S. currency, checks may be accepted by employees providing that the employer has a New York State Certificate approving payment by check, the said employer is not delinquent in fringe benefit payments and also providing that the employer has posted a bond if requested by BAC 5 NY to the various trust funds to insure payments of fringe benefits and wages. If payment is not made before quitting time, employees shall receive waiting time at the double time rate for one hour on pay day. Men may return to work on the next work day and will be paid double time until such time as they are paid, in addition to their regular wages.

6.5 All employers, regardless of the number of employees, shall be required to carry New York State Disability and Unemployment Insurance so that the benefit and protection of unemployment and disability insurance coverage will cover all employees.

ARTICLE VII

GENERAL CONTRACTORS AND SUB-CONTRACTORS RESPONSIBILITY

7.1 Employers that have masonry in their contract shall be allowed to sub-let their masonry work. It is understood and agreed that the mason work once sub-let by the employer shall not be re sub-let. An employer shall not sub-let masonry work once he has started the masonry work.

7.2 The employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the sub-contractor subscribes and agrees in writing to be bound by the full terms and conditions of this Agreement, and complies with all the terms and conditions of this Agreement.

7.3 All employers employing four or more journeymen on any one job shall agree to provide a suitable tool house where tools can be kept in safety, and to afford space for the changing of clothes, also to provide heat during cold weather from October 15 through April 15. No materials or equipment shall be stored in the mason's shanty. Employers are to provide clean and sanitary toilet facilities. The shop steward is to have possession of tool house keys and one key shall be left in the office.

7.4 Where a power saw is used to cut any mason's material, the employee using the saw shall wear goggles, gloves, apron, and respirator furnished by the employer. All saw men are to receive one dollar (\$1.00) more per hour than the regular scale of wages. No dry cutting saws are to be used within the immediate work area of

workers covered under this Agreement. The intent of this restriction is to eliminate the danger of silica dust to unprotected workers.

7.5 If any employer has a job exceeding three (3) days, he shall hire a shop steward who shall be appointed by BAC 5 NY for the duration of the job.

7.6 The employer shall furnish carborundum stones and rubber gloves on all washing down projects. The employer shall pay for dressing and sharpening all tools used on the job, on stone work.

7.7 The employer shall be responsible for his sub-contractor to see that the terms of this Agreement are adhered to. The employer shall also be responsible for the sub-contractor's job assignments as outlined in ARTICLE IV, 4.1 through 4.9, WHAT CONSTITUTES MASONRY.

7.8 If a sub-contractor shall fail to pay the wages of the employees, the employer shall be responsible for the employees' wages for work performed on his job site. The employer who sub-lets masonry work shall also be responsible for and be the guarantor of the sub-contractor's payments of contributions to the various trust funds per ARTICLE XVII performed on his job site.

7.9 (a) In order to protect and preserve, for the employee covered by this Agreement, all work heretofore performed by them; to protect the benefits to which employees are entitled under this Agreement; and to prevent any device or subterfuge to avoid the protection and preservation of such work or benefits, it is hereby agreed as follows: If and when the employer shall perform any work of the type covered by this Agreement, within the geographical area of this Agreement, under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

(b) A charge of a violation of paragraph (a) of this section may be filed by BAC 5 NY and/or the trustees of any of the joint trust funds provided for in this Agreement, and shall be considered as a breach of contract under this Agreement and if mutually agreed upon by both parties may be processed in accordance with the procedures for the handling of grievance and the final binding resolution of disputes, as provided in ARTICLE IV of this Agreement. As a remedy for violations of this section, the arbitrator (or arbitration body) provided for in ARTICLE XV is empowered, at the request of BAC 5 NY and/or the trustees of the joint trust funds, to require an employer to (1) pay to affected employees covered by this Agreement, including requested applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay in to the affected joint trust fund established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to BAC 5 NY for violation of this section; nor does it make the same or other remedies unavailable to BAC 5 NY for violations of other sections of other articles of this Agreement.

(c) If, as a result of violations of this section, it is necessary for BAC 5 NY and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the employer shall pay any accountants' and attorneys' fees incurred by BAC 5 NY and/or fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

(d) Should employees of the employer do masonry work on a project outside the territorial jurisdiction of BAC Local 5, then the terms and conditions of the standard (or association) BAC local's labor agreement in effect in the project area will apply, whether or not the employer is signatory thereto. If

there is no standard BAC local labor agreement in effect at the project area, then the terms and conditions of this BAC Local 5 labor agreement will apply to such project.

ARTICLE VIII

NATIONAL JOINT BOARD DECISIONS, INTERNATIONAL AGREEMENTS, AND MEMORANDUM ON UNDERSTANDING

The Employer agrees to abide by the following:

1. National Board for Jurisdictional Awards by Executive Council, Building Trades Department, Steamfitters, Plumbers, Electricians – May 25, 1926.
2. United Slate, Tile and Composition Roofers, Damp and Waterproof – February 21, 1911 and amended May 26, 1923.
3. Operative Plasters and Cement Finishers International Association and the International Hod Carriers Building and Common Laborers Union – July 19, 1948.
4. Operative Plasters and Cement Finishers International Association and the International Hod Carriers Building and Common Laborers Union – February 21, 1924.
5. United Brotherhood of Carpenters and Joiners of America – June 13, 1944. Building and Construction Trades Department – March 17, 1920.
6. United Brotherhood of Carpenters and Joiners of America – June 13, 1944.
7. International Association of Bridges Structural and Ornamental Iron Workers – December 6, 1962.
8. Laborers International Union and Iron Workers International Union – February 28, 1967.
9. Brotherhood of Painters, Decorators and Paperhangers of America.
10. Operative Plasters and Cement Masons International Association – November 29, 1961.
11. Glaziers and Bricklayers International Union Agreement – June 14, 1938
12. Heat and Frost Insulators and Asbestos Workers – January 28, 1954.
13. United Brotherhood of Carpenters – February 11, 1931 and Operative Plasters and Cement Masons International Association – April 2, 1919.
14. Brotherhood of Painters – May 5, 1958.
15. United Brotherhood of Carpenters – April 4, 1931.
16. Operative Plasters and Cement Masons International Association and Laborers and United Brotherhood of Carpenters – April 28, 1920 and Asbestos Workers – January 28, 1954.

ARTICLE IX

HOURS, WAGE RATE, HOLIDAY

COMMERICAL

9.1 COMMERCIAL – Commercial rates and hours and holidays shall apply to all construction performed exclusive of heavy highway as outlined in ARTICLE IX.

9.2 On and after June 1, 2008, the wages shall be as prescribed in ARTICLE I, Wage Schedule. The normal work day shall be eight (8) hours not including concrete pours. If it is necessary, due to inclement weather, the employer may use a seven hour day on a limited basis. The normal starting and quitting times may be changed by mutual consent of the employer and BAC 5 NY. A period of five minutes time shall be allowed at 12:00 noon and 3:30 or 4:30 p.m. to walk to the tool shed and to pick up tools.

(a) All work performed outside the regularly scheduled hours shall be paid at time and one half the regular straight taxable hourly rate with the exception of the cement mason who shall be paid double time the regular straight taxable hourly wage.

(b) In the event time is lost due to inclement weather or conditions beyond the contractor's control, Saturday may be used as a make up day with wages and fringes paid at the straight time hourly rate per the following conditions. The contractor must obtain permission from BAC 5 NY. No employees will be forced or penalized for not agreeing to work on Saturday and the work to be performed on Saturday must be limited to the employees currently working on the jobsite. Any additional employees needed will be placed by BAC 5 NY. Employees will be paid per ARTICLE IX, Section 9.2 (a), if other employees of the contractor are paid at a premium overtime rate that day.

(c) Lunch break for cement masons shall be from 12:00 noon through 12:30 p.m. Employees that do not receive a one half hour lunch break in this period shall receive double the hourly rate. Fringe on said overtime hours shall be paid at straight time. (One half (1/2 hour).

(d) Recommended but not mandatory footage per cement pours are as follows:

1,000 – 5,000 sq. ft. approximately 1,000 sq. ft. per employee recommended.

5,000 – 6,000 sq. ft. min.	4 – 6 masons
7,000 – 8,000 sq. ft. min.	5 – 7 masons
8,000 – 9,000 sq. ft. min.	6 – 7 masons
9,000 – 11,000 sq. ft. min.	7 – 8 masons
12,000 – 13,000 sq. ft. min.	8 – 10 masons
14,000 – 15,000 sq. ft. min.	10 – 12 masons
16,000 – 17,000 sq. ft. min.	13 – 14 masons
17,000 – 18,000 sq. ft. min.	13 – 14 masons
18,000 – 19,000 sq. ft. min.	15 – 16 masons

*5,000 – 20,000 not more than 1,200 sq. ft. per employee recommended.

9.3 (a) No work is to be performed by employees covered by this Agreement without permission from BAC 5 NY on Saturdays, Sundays, or holidays, or outside of regular scheduled hours. Overtime for work performed on Sundays and holidays shall be paid double the regular straight time taxable hourly wage. Fringes on said overtime shall be paid at straight time.

(b) Starting time may commence from 7:00 A.M. during the months of April through October inclusive.

9.4 There shall be a coffee break by 10:00 A.M. for employees covered by this Agreement. If four (4) or more hours are worked after lunch break (12:30 pm) there will be allowances for a ten (10) minute break.

9.5 The following are considered holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. It is agreed by the employer that any regular work day other than the aforementioned 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 BAC 5 NY than said employees covered by this Agreement shall receive one day's pay at the taxable hourly rate for that day.

9.6 SHIFT WORK – It is the purpose of the parties to accommodate the owner's work schedules and/or accelerated completion schedules by agreeing to the following shift work provisions:

(a) 1st SHIFT: Normal eight hour work day. Wage and fringe benefits will be paid per ARTICLE 1.

(b) 2nd SHIFT: Eight hour work day with the starting time falling between 4:00 P.M. and 6:00 P.M. at the employers' option. An employee working eight hours on this 2nd shift will be paid based on nine hours for both wage and fringe benefits.

(c) 3rd SHIFT: Eight hour work day with the starting time being at employers' option. An employee working eight hours on the 3rd shift will be paid based on ten hours for both wage and fringe benefits.

Employees will be paid at overtime rates for all time worked over eight hours in any twenty-four hour period.

9.7 Upon any operation where a wage scale is established greater than regular wage scale, the higher wage shall be paid to the completion of the job.

9.8 Employees shall be paid two hours pay in each of the following events providing inclement or unfavorable weather condition do not prevent work:

(a) If reporting on the job with his tools and he is not employed.

(b) If he has been working on a job and reports for work and is retained on the job site until 10:00 A.M. by the employer.

(c) If he has been working on a job and is discharged upon reporting to work.

9.9 Employees shall be paid eight hours pay in each of the following events, providing inclement or unfavorable weather conditions do not prevent work:

(a) If he works in the morning or works part of the afternoon.

9.10 During periods of inclement weather where there is not sufficient work for the entire work force, the employees shall be rotated to provide equal time for all employees.

9.11 Termination - When any bricklayer who has been employed for 10 days or more is to be terminated he or she shall be so notified and given their pay including a full day's pay for the layoff day not later than one half (1/2) hour before the work days' end. If an employee is discharged for cause, he shall be paid in full at the time of discharge. Furthermore, Employers when laying off or discharging an employee shall transmit with the pay envelope a writing setting forth that such employee was laid off or discharged and the date of such termination. When termination is due to something other than lack of work, the Employer must submit to the Union a Termination Form, which will be provided by the Union within twenty-four (24) hours of the termination.

9.12 In the event an employer's check for wages or fringe benefit contributions is returned for insufficient funds there shall be an administrative charge imposed on the employer in the sum of \$50.00 for each employee whose wages and/or fringe benefit contributions are affected by such returned check.

ARTICLE X

LIQUIDATED DAMAGES AND DELINQUENCY PAYMENTS

10.1 Due to high and escalating interest rates and the growth of the trust funds accounts, the funds have been compelled to utilize mechanical and electronic data processing equipment in the administrative office of BAC 5 NY Joint Benefit Funds.

Prompt payroll reporting and payment of employer contributions is essential to avoid loss of income derived from interest earned and to lessen the use of data processing equipment. Late reporting and delinquent payment of contributions result in a substantial loss of income and requires additional and individual processing of such report and payments at substantial additional expense to the Trust Funds. It is hereby agreed by the employer and BAC 5 NY, that the extra cost of such late reporting and delinquent payments shall be a minimum of three percent (3%) of the total contributions due plus one quarter percent (1/4%) for each seven (7) days of delinquency. In all cases where reports or contributions are received more than seven (7) days after the end of

the pay week in which they were due, liquidated damages shall be paid to compensate the funds for such extra administrative costs and the loss of interest income, in the amount of three percent (3%) of the contributions due plus one quarter percent (1/4%) for each seven (7) days payments and payroll reports are delinquent.

89 When an employer remits a fringe benefit payment and the employer is delinquent in fringe payments or payroll reporting, liquidated damages shall be deducted from the stamp purchase order and fringe benefit stamps shall be issued based upon the difference between the liquidated damages deducted and the dollar amount of the employer fringe benefit stamp order

10.2 In the event that 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 in ERISA including attorneys fees, costs, disbursements, interest, penalty interest, liquidated damages and audit expenses in addition to a money judgement of the unpaid contributions.

10.3 All contributions shall be made at such time with reports and in such a manner as the Trustees require; and the Trustees shall have the authority to have a Certified Public Accountant audit the time books, payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the funds. Any Employer found, as a result of an audit ordered by one of the fringe benefit funds, to have been substantially inaccurate in reporting shall be charged in full for the cost of such audit. Should an Employer refuse to permit such audit, the Trustees may take legal action to require that the audit be conducted. In such case, the Employer

shall be responsible for any legal or other fees and disbursements required to be made by the Fund to conduct such audit of the Employer's books and records.

ARTICLE XI

HOURS, WAGE RATES, HOLIDAYS

HEAVY AND HIGHWAY

11.1 HEAVY AND HIGHWAY – Heavy and highway rates, hours and holidays shall apply to the construction of engineering structures, exclusive of the erection of buildings and work in connection herewith, which work is agreed to be a separate and distinct branch of the construction industry.

This ARTICLE is to cover all highway and heavy construction which for the purposes of this Agreement is defined as including but not limited to, the construction of: highways, roads, streets, alleys, grade crossing, driveways, sidewalks, curbs, guardrails, fences, culverts, parkways, parking areas, airports, athletic fields, highway and railroad bridges and similar structures, railroad and street railway construction projects, sewers, sewage treatment projects, ecology and environmental control projects, water mains, grade separations, foundations, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevations, elevated highways, drainage projects and structures, reclamation projects, reservoirs, water supply projects, pure water works, water filtration projects, power plants, water developments, hydroelectric developments, transmissions lines, duct lines, pipe lines, docks, dams, dikes, levees, revetments, irrigation and flood control projects, channels, channel cutoffs, intakes and intake structures, dredging projects, jetties breakwaters, locks and piers.

This Article applies to all construction as referred to above but excludes building construction, which is defined as all work done in an area inside the building line. For purposes of this Agreement, all work done in connection with foundations or subterranean structures as masonry work done below the floor slab on the level of the finished grade, or other work done below the finished grade level shall not be deemed to be within the building line proper.

11.2 On and after June 1, 2008 wages shall be as prescribed in ARTICLE 1, Wage Schedule. Eight hours shall constitute a day's work commencing at 8:00 A.M. to 12:00 Noon and from 12:30 P.M. to 4:30 P.M. from Monday to Friday inclusive.

Overtime shall consist of all work performed prior to 8:00 A.M. and subsequent to 4:30 P.M. of each work day and shall be paid at the rate of time and one-half. All work performed on Sunday or Holidays shall be paid at the rate of double the taxable hourly wage. Fringes on said overtime shall be paid at straight time.

A period of five minutes shall be allowed at 12:00 Noon and 4:30 P.M. to walk to the tool shed to pick up tools.

All work performed outside the regularly scheduled hours of work days shall be paid at one and one-half the straight time taxable hourly rate. Fringes on said overtime shall be paid at straight time.

The normal starting and quitting times may be changed by mutual consent of the employer and BAC 5 NY.

11.3 HOLIDAY – The following holidays shall be observed and shall be paid holidays on heavy and highway: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

If employees are required to work on these days they shall be paid at the double time rate. Whenever any of the above holidays fall on Sunday, they will be observed the following day and paid for as such. Whenever any of the above holidays falls on Saturday, they shall be observed on the previous day and paid for as such. Whenever an employee works within three (3) calendar days before a holiday, he shall be paid for the holiday.

11.4 It is agreed by the employer that with the exception of variances in wages, hours or holidays, all terms and conditions contained elsewhere, in this Agreement are also included as part of this Article.

ARTICLE XII

SHOP STEWARDS AND REPRESENTATION

12.1 The representatives of BAC 5 NY shall be allowed access to any job at any reasonable time where employees covered by this Agreement are employed, or should be employed, or where mason work is to be performed. It shall be the responsibility of the employer to provide access for the business representative to security areas. Representatives of BAC 5 NY shall not be considered as an employee of the employer and the employer shall not be held responsible or liable for said representative's actions.

The shop steward shall perform his duties with the least possible inconvenience to his employer. He is to work and not use his position as shop steward as an excuse to avoid performance of his duties as a craftworker.

No journeyman acting as shop steward shall be discharged for inquiring after cards or doing his duties in the interest of BAC Local 5 NY, and any representative of BAC 5 NY shall not be interfered with while visiting the work. The shop steward shall be the last man to be laid off. There shall be a shop steward of each craft on every job who shall be appointed by BAC 5 NY.

12.2 Shop Stewards will receive a hourly premium of fifty cents per hour.

ARTICLE XIII

GENERAL CONDITIONS

13.1 For employers having jobs exceeding three (3) days in duration, a shop steward shall be hired who shall be appointed by BAC Local 5 NY. Such shop steward shall be employed for the duration of the masonry work.

13.2 All journeymen and apprentices shall leave the tool house at 8:00 A.M. and 12:30 P.M. for work.

13.3 Employees shall be allowed one hundred dollars (\$100.00) for the loss of clothes and tools if broken or stolen from the shanty, or destroyed by fire.

13.4 No employees shall be required to furnish special tools or equipment designed for speeding production. Such tools if required, shall be furnished by the employer. All special equipment of any nature shall be furnished by the employer.

13.5 Four feet eight inches shall be scaffold height. All scaffolding is to be at least 50" wide and no scaffold shall be higher than the wall.

Should any journeyman be laid off for the erection of scaffolding or to allow scaffold to be loaded with materials, provided materials are on the premises, he shall receive his pay for such time as he is kept waiting.

If a working scaffold is four feet or over in height, it shall be provided with a ladder or runway and guard rail.

Mortar boards used on all exterior and interior masonry work shall be raised not less than eighteen inches (18")

All masonry walls over 8" in width and constructed in two separated units must have scaffold on both sides of the wall so that no overhand work shall be required.

Any block, cinder, concrete or any material weighing 48 pounds or more shall be handled by two masons. All lines shall be furnished by the employee.

13.6 All plastering inside and outside of a building shall be left straight with rod and darby and all angles must be left straight and brown mortar floated. The employer must furnish screed, rod-darbies-cornice, rod feather edger and all necessary equipment for the proper execution of plaster work. Mortar boards used in plastering work shall not be more than five foot square. All bottoms must be brown coated before browning is applied to the top section of the same section.

PLASTERING MACHINE – It is recognized that two men are required to properly operate the plastering machine, one man on the hose and one man on the nozzle. In circumstances where one man is all that is required, it shall be allowed.

13.7 Whenever concrete is being poured in bulk and is brought to a definite grade, a cement mason must be hired to finish or level off such bulk concrete no matter what tool is used. Bulk concrete shall be classified as walls, footings, footers, parapets, or any formed concrete where grade nails, chalk lines, screed backs or any other grades are used. This shall apply only where twenty (20) cubic yards or more of concrete are poured in a 7-hour period.

The pouring of concrete shall be finished, rodded and supervised by cement mason journeymen.

The operation of all power cement finishing machines and cutting machines shall be started and run by cement masons.

The setting of screeds and the operation of the power screed is the work of the cement mason. A straight edge up to ten feet long shall be handled by two cement masons. A straight edge up to fifteen feet long shall be handled by three cement masons. A straight edge up to twenty feet long shall be handled by four cement masons.

All concrete shall be finished the day it is poured. Under no circumstances shall concrete be finished without permission from BAC 5 NY the following day or days.

On all concrete work when cement masons are sent home for the day the floor shall be considered finished. All concrete shall be finished the day it is poured and no concrete shall be finished the following day or days without permission from BAC 5 NY. In the event permission is granted to finish concrete the following day or days, the following shall apply: the cement mason shall be paid from the time they were sent home the previous day or days and starting no earlier than 7:00 A.M. the following day or days, the concrete shall be finished at triple the regular hourly rate. In the event of inclement weather, special consideration shall be given to the finishing of concrete the following day or days after permission has been granted to finish said concrete.

Time shall be allowed to eat on all overtime performed after 6:30 P.M.

13.8 On any swing stage or swing scaffold, including rolling scaffold suspended from bridge railings, two masons shall be used except on swing seats constructed for one man only. A swing scaffold or staging is considered to be a scaffold suspended by means of ropes or cables from hooks placed over parapet walls or windows, etc. and is less than 50" wide. Employees working on said scaffolds shall be paid fifty cents (\$.50) per hour above the regular rate for each hour worked.

13.9 Three Strike Policy – Employees of CCA, BCA, MCCHV members working on construction sites who are discharged for cause three (3) times in twenty-four (24) months must address the underlying reason for their termination to be eligible for future job referral. Our customers have a choice and too many of them are not choosing us. As an Association, we have to do better and this policy along with our "Code of Excellence" and the "Attitude, Behavior and Skill" classes will help shape our future.

Rules:

A. Any employee who is discharged for "cause" three (3) times in twenty-four (24) months will be referred to an appeals committee within seven (7) business days.

1. Committee: three (3) people chosen by CCA, BCA, MCCHV and the union, "respected community leader" and not affiliated with the construction industry.

B. The "Appeals Committee" at his or her discretion may:

1. Require the employee to obtain more training
2. Disqualify the employee from employment for one (1) month, thirty (30) work days, or longer
3. Refer employee to EAP
4. Restore employee back to work

ARTICLE XIV

SAFETY AND SUBSTANCE POLICY

14.1 The official compilation of Codes, Rules and Regulations of O.S.H.A., and the rules and regulations of the Industrial Commission of the State of New York, and the rules and regulations and ordinances of all municipalities within the work which is being performed pertaining to the protection of persons employed in the construction industry shall be strictly adhered to. Failure on the part of the employer to abide by said rules and regulations shall result in work stoppages for which the employee shall be paid in full until such violations are removed. Use of alcohol or narcotics during regular work hours, including lunch period, shall be cause for immediate dismissal of any employee.

14.2 If an employee is injured at work, he shall be paid in full wages and wage supplements for the time spent receiving medical attention on the day of the injury. If a doctor certifies that said employee is unable to return to work in the day of the injury, the injured employee shall be paid full wages and wage supplements for the balance of that working day.

14.3 Substance Abuse Testing – New applicants for employment as Bricklayers and Allied Craftworkers must test negative for illegal substances, prior to commencing employment. Where there is legal requirement or a requirement of local, state or federal law for illegal substance testing that a signatory contractor must satisfy to bid or perform work, the parties hereby agree to satisfy said requirement. The Union and Employer agree that alcohol and illegal substances will not be consumed on the job at any time.

14.4 All employees covered by this collective bargaining agreement shall be required to wear a hard hat and approved footwear.

ARTICLE XV

GRIEVANCE AND ARBITRATION PROCEDURES

15.1 The parties to this Agreement shall establish a Joint Arbitration Board consisting of three (3) representatives selected by the MCCAHV and three (3) representatives selected by BAC 5 NY, to resolve disputes over the interpretation and application of this Agreement. The Board shall meet at least once a month, or on call, to settle complaints, abuses or grievances. It is further agreed that should occasion require any alterations or amendments to this Agreement, the party desiring such alterations or amendments shall submit same in writing to the Board. The employer and BAC 5 NY representatives at a session shall have an equal number of votes on all matters coming before the Joint Arbitration Board, regardless of the number of employers or BAC 5 NY representatives present at a session.

15.1 It is specifically agreed that any controversy arising out of this Agreement involving the interpretation of its terms and conditions, shall be settled in accordance with the grievance procedure set forth in this Article. No grievance shall be recognized unless it is called to the attention of the employer by BAC 5 NY or to the attention of BAC 5 NY by the employer within five (5) days after the alleged violation is committed or discovered.

15.2 Grievances shall be handled in the following manner:

1. The grievance shall be referred to the jobsite BAC 5 NY shop steward and to the foreman for adjustment.

2. If the grievance cannot be settled pursuant to paragraph 1 of this section, the grievance shall be referred on the following day to the president of BAC 5 NY and the employer.

3. If the grievance cannot be settled pursuant to paragraph 2 of this section within three (3) working days excluding weekends and holidays, the grievance shall be submitted within 48 hours to the Joint Arbitration Board for consideration and settlement.

4. If the Joint Arbitration Board cannot reach a satisfactory settlement within five (5) working days, not including weekends and holidays, following a referral of the grievance to the Board, it shall immediately select an impartial arbitrator to review with the Board all evidence submitted relating to the dispute and then cast the deciding vote. If the Joint Arbitration Board cannot agree on an impartial arbitrator, the impartial arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. All expenses of the impartial party shall be borne equally by the employers and BAC 5 NY. The decision reached by the Joint Arbitration Board with the assistance of the impartial arbitrator shall be final and binding upon all parties.

15.3 When a settlement has been reached at any step of this grievance procedure, such settlement shall be final and binding on all parties, provided, however, that in order to encourage the resolution of disputes and grievances at steps 1 and 2 of 15.3 of this Article, the parties agree that such settlements shall not be precedent-setting.

15.4 The time limits specified in any step of the grievance procedure may be extended by mutual agreement of the parties initiated with the written request of one party to the other, at the appropriate step of the grievance procedure. However, failure to process a grievance, or failure to respond within the time limits provided above, without a written request for an extension of time, shall be deemed a waiver of such grievance without prejudice, and shall create no precedent in the processing of and/or resolution of like or similar grievances or disputes.

15.5 The following are excluded from arbitration, violations shall be considered a breach of contract:

- (a) Payment of Wages
- (b) Payment of Fringes
- (c) Jurisdictional Disputes (as defined in ARTICLE IV, WHAT CONSTITUTES MASONRY)
- (d) Bonding (See ARTICLE XVIII)
- (e) Hiring Procedures (See ARTICLE V, Sec 5 - 3)
- (f) Sub Contracting (See ARTICLE VII, Sec 7.2)
- (g) Liquidated Damages and Delinquency Payments (See ARTICLE X, 10.1 AND 10.2)
- (h) ARTICLE VII, 7.9

ARTICLE XVI

APPRENTICESHIP

16.1 It is agreed that there shall be a Joint Apprenticeship Committee sponsored by BAC 5 NY. BAC 5 NY reserves the right to determine the number of apprentices in their jurisdiction.

16.2 The application, eligibility, screening, selection, instruction and training of the apprentices shall be governed by the Joint Apprenticeship Training Committee. The Committee shall hold a minimum of two (2) meetings per year.

- 16.3 Each apprentice shall be registered as such and shall comply with any and all laws governing apprenticeship training in the State of New York. Apprentices shall comply with and complete all aspects of their training including attendance at prescribed classes when held.
- 16.4 The period of apprenticeship shall not be less than three years nor more than four years in length.
- 16.5 All contractors employing three journeymen shall employ one apprentice. No apprentice is permitted to work alone on a job for more than one day.
- 16.6 Effective June 1, 2009, any first year apprentice starting on or after this date shall be paid as follows:

	WAGES	FRINGES
1 st 6 months	50% of rate	50% of fringes
2 nd 6 months	55% of rate	55% of fringes
3 rd 6 months	60% of rate	60% of fringes
4 th 6 months	65% of rate	65% of fringes
5 th 6 months	70% of rate	70% of fringes
6 th 6 months	75% of rate	75% of fringes
7 th 6 months	80% of rate	80% of fringes
8 th 6 months	85% of rate	85% of fringes

Apprentices shall not wash down, cutout, patch, point up, sawcut or rub masonry work more than one (1) day in any work week.

- 16.7 Fringe benefits on apprentices shall be paid as outlined in ARTICLE 1, Wage Schedule, except as described above.

ARTICLE XVII

TRUST FUNDS

And

JOINT BENEFIT AND ADMINISTRATION FUND ACCOUNT

- 17.1 Solely for convenience, it is understood and agreed that the Joint Benefit Administration Fund Account of BAC Local 5 NY has been designated as the collection agent for the following:

- (a) Welfare Fund (Payroll Deduction Vacation Plan)
- (b) Retirement Fund (Pension Plan, Annuity Plan)
- (c) International Union Pension Fund
- (d) International Masonry Institute
- (e) Industry Advancement Fund
- (f) Payroll Deduction Dues Check-off
- (g) Supplemental Benefit Plan

By this agency designation, the parties intend only to reduce to a minimum the bookkeeping and clerical work involved in the preparation and filing of report forms and the simplification of payments to the funds, but, nevertheless, they intend to maintain a complete separation of funds.

17.2 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 the purpose of this Article, 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 designated in Article 1.

17.2 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.

(a) Bricklayers and Trowel Trades International Pension Fund

The contribution to the Bricklayers and Trowel Trades International Pension Fund (IPF) shall be in accordance with the wage schedule in Article I for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the Bricklayers and Trowel Trades International Pension Fund, which was established under an Agreement and Declaration of Trust, dated July 1, 1972.

(b) BAC Local 5 NY Pension Plan

The contribution to the Pension Plan of the BAC Local 5 NY Retirement Fund shall be in accordance with the wage schedules in Article I for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the Pension Plan of the BAC Local 5 NY Retirement Fund, which was established under an Agreement and Declaration of Trust, dated July 1, 1975 as successor to the BAC Local 44 Pension Trust dated January 1, 1959.

(c) BAC Local 5 Annuity Plan

The contribution to the Annuity Plan of the BAC Local 5 NY Retirement Fund shall be in accordance with the wage schedules in Article 1 for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the Annuity Plan of the BAC Local 5 NY Retirement Fund, which was established under an Agreement and Declaration of Trust, dated July 1, 1975 as successor to the BAC Local 44 Annuity Trust dated July 1, 1970

(d) BAC Local 5 NY Welfare Fund

The contribution to the BAC Local 5 NY Welfare Fund shall be in accordance with the wage schedules in Article 1 for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the BAC Local 5 NY Welfare Fund which was established under an Agreement and Declaration of Trust, dated June 1, 1949

(e) BAC Local 5 NY Vacation Plan

The contribution to the Payroll Deduction Vacation Plan of the BAC Local 5 NY Welfare Fund shall be in accordance with the wage schedules in Article 1 for each hour or portion thereof actually worked for which a covered employee receives pay.

The Employer agrees that this Vacation Plan contribution shall be deducted from the covered employees wages after all tax deductions have been made.

The payments required above shall be made to the Vacation Plan of the BAC Local 5 NY Welfare Fund which was established under an Agreement and Declaration of Trust, dated June 1, 1949.

(f) (International Masonry Institute (IMI))

The masonry industry in the United States and Canada has great and definable needs in the fields of apprenticeship and training, advertising and promotion, research and development, and labor/management relations which must be met if the industry is to grow and prosper. The parties to this agreement believe that the International Masonry Institute is the most effective and efficient instrument for meeting these needs because it offers the greatest possibility of integrating activities in these program areas in an effective manner and coordinating them through a single regional/international system.

IMI will be able to provide advertising and promotion, research and development, apprenticeship and training, and labor/management relations programs directed specifically to this area. With these principles in mind, the parties agree as follows:

The contribution to the International Masonry Institute shall be in accordance with the wage schedules in Article I.

The payments required above shall be made to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, 14 March 1981, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, 22 July 1970) and/or to the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, 6 November 1974).

(g) Industry Advancement Fund (IAF)

The employer shall contribute a sum as specified in ARTICLE I (Wage Schedule) per hour for each hour worked for employees performing work covered by this Agreement to the Industry Advancement Fund. The payments and reports required for the industry Advancement Funds shall be made to the joint Benefit Administration Fund Account of BAC Local 5 NY. Anything herein contained to the contrary notwithstanding, there is specifically excluded from the purposes of the Industry Advancement Fund the right to use any of its assets for lobbying in support of anti-labor legislation and/or during a period or periods of work stoppage, strikes, or lockouts. None of the provisions of this Article shall operate to prohibit the expression by such of the Association representatives as may be paid with the monies of the Industry Fund of any position of the association or its members affecting wages or conditions of employment of the members of BAC Local 5 NY. Upon termination of payments allocable to the Industry Advancement Fund for any reason, the asset of the Industry Advancement Fund shall not be distributed among any employers, of BAC Local 5 NY, but shall be

held by the Association, which shall continue to administer and expend such assets for the purposes, and subject to the conditions set forth in this Article.

(h) BAC Local 5 NY Labor Management Coalition Fund

The contribution to the BAC Local 5 NY Labor Management Coalition Fund shall be in accordance with the wage schedules in Article I for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the BAC Local 5 NY Labor Management Coalition Fund which was established under and Agreement and Declaration of Trust, dated July 1, 1984.

17.4 The employer hereby acknowledges the receipt of the trust agreements of the aforementioned trust funds together with a benefit handbook describing the benefits available under the Plans. The employer agrees to accept, be bound by as though he has actually signed the individual documents and comply fully with all the terms of said trust agreements and any amendments thereto whether heretofore or hereafter made (including but not limited to any amendments with respect to the amount of contributions). Additional copies of the trust agreements and benefit booklets may be obtained from the funds by written request by certified mail at a reasonable charge.

17.5 The employer hereby irrevocably designated as its representative on the above stated board of trustees such trustees as are now serving, or who will in the future serve, as employer trustees, together with their successors.

17.6 Contributions and contractor payroll reports (both on forms approved by the Funds) shall be submitted weekly by the employer. All employers must pay weekly on the job every pay day for the duration of the job. The sums transmitted shall be accompanied by a statement, in a form specified by BAC Local 5 NY, reporting the name of each person whose dues are being paid and the number of hours each employee has worked. All fund contributions, payroll deductions, vacation and dues check-off monies must be submitted to the fund office with the payment of other funds to the Bricklayers and Allied Craftworkers Local 5 New York Joint Benefit and Administration Fund Account. Employers paying the aforementioned monies directly to the employee shall not be relieved of the obligation to submit said monies to the fund office. An employer who sub-lets masonry work shall be responsible for the sub-contractor's wages and contributions to the trust funds for work performed on his job site only.

17.7 BAC Local 5 NY and the Fringe Benefit Funds shall be considered as a contributing employer for the purpose of paying to the said trust funds for its full-time employees and the said employees shall be entitled to such benefits as are afforded other employees pursuant to the rules and regulations of the said funds. BAC Local 5 NY shall not be considered as a contributing employer for the purpose of paying to the International Masonry Institute, or Industry Advancement Funds.

17.8 In the event that the employer is delinquent for a period of seven (7) days in payment of fringes to employees or reporting of employer contributions to the fund office, BAC Local 5 NY shall have the right to remove men from the employ of such employer and shall not be obligated to furnish workmen until all vouchers have been paid and the provisions of ARTICLE X, Liquidated Damages and Delinquency Payments shall apply. Further, all lost wages, conditions and benefits due to the employees involved in such stoppage shall be paid by the employer. It is further agreed that removal of manpower in such circumstances shall not be deemed a violation of this Agreement.

Employees covered by this Agreement will not be required to engage in employment for an employer that is

two (2) weeks in arrears of fringe benefit payments to the various benefit funds as established per this Agreement.

If the employer fails to pay wages, make any contributions to the funds or submit payroll reports weekly as specified in this Article, BAC Local 5 NY shall have the right to take whatever steps are necessary, including the withdrawal of manpower, to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the employer shall be liable for all costs for collection of payments due in accordance with ERISA including attorney's fees and such liquidated damages as may be assessed by the trustees. The employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

In the event the employer fails to make payments or reports to the trust funds as provided for herein, the employer shall be required to pay the full amount due as set forth before being provided with further services of the employees covered by this Agreement. The said employee shall be reinstated and paid for any loss of time which they sustain as a result of the stoppage.

17.9 Employees shall deposit with BAC Local 5 NY an executed authorization for payroll deduction of vacation fund and dues check-off. BAC Local 5 NY shall keep the authorization cards on file for inspection by employers should any questions arise over authorization. Employers requesting inspection of said authorization shall do so by certified mail. Said authorization shall be shown to employers solely for employees in their employment. If an employee has not signed authorization for payroll deductions for vacation and dues check-off then these funds shall be returned to the employer for distribution to the employee on a yearly basis.

17.10 Payroll Deductions, Vacation and Dues Check-Off: The employer shall deduct from the wages of each employee who has signed a payroll deduction vacation and check-off authorization conforming to Federal law, and transmit weekly to BAC Local 5 New York (or to any agencies designated by said BAC Local 5 NY for collection of such money), the sum for each hour worked which BAC Local 5 NY as specified in ARTICLE I, or specified from time to time and so advises the employer in writing, as the portion of each employee's BAC Local 5 NY payroll deduction of Vacation and Dues Check-off to said BAC Local 5 NY, to its International Union, or to any affiliate of the International union.

17.11 Membership affiliation with, or stipulation to any other fund, association or lack of membership in any of the aforementioned shall not absolve or relieve any employer covered by this Agreement from his obligation to make required payments to the various trust funds as outlined in this Article.

17.12 If during the terms of this Agreement, a compulsory health insurance plan becomes lawful through Federal and State Legislation, the welfare fund provision in this Agreement shall be reopened for the purpose of revision with respect to such health insurance plan compliance and/or employer or employee contributions thereto.

ARTICLE XVIII

BONDING

18.1 In order to insure the payment to each of the several Plans and Funds described in this Agreement, every Employer working in the jurisdiction of the Union shall deliver to the Union, a surety bond in a form approved by the Union and the Funds or a bank certified check in lieu thereof to be held in escrow by the Funds in the amount of Ten Thousand Dollars (\$10,000.00), executed by a corporate surety licensed to do business in the

State of New York, naming the Union and the Trustees of the respective Funds as obliges hereunder, and conditioned upon the payment of all contributions to the several Plans and Funds as set forth in this Agreement. Any Employer that employs more than four (4) employees covered by this Agreement shall increase the bond by Two Thousand Dollars (\$2,000.00) for each additional employee. The bonds and, where additional

employees over four (4) are added to the payroll, proof of the Two Thousand Dollars (\$2,000.00) per employee increase shall be forwarded to BAC Local 5 NY and copies of said bonds and proof of increases must be sent forthwith to the secretary of the associations on behalf of all signatories hereto. Employers who have not furnished the required bond will not be permitted to employ persons covered by this agreement.

Employers who have had a collective bargaining agreement with the Union for two (2) years or more, and who have never been delinquent for more than thirty (30) days in paying contributions to any of the Funds described in this Agreement, may make written application to the Trustees of the respective Funds to waive the obligation to post the bond. Upon approval of such waiver by the Trustees of each of the Funds, the Employer will be

excused from posting the bond requirement herein. Such waiver will be conditioned upon the Employer continuing to maintain a non-delinquent status with each Fund and in the event that the Employer becomes delinquent by failure to make payment to the Funds as required in this Agreement, The Employer shall be required to post the bond and the waiver shall be deemed to be automatically withdrawn

ARTICLE XIX

SIGNATORIES

19.1 BAC 5 NY agrees that in the event that terms and conditions other than those specified in this Agreement are granted to any employer or employers, employers' signatory to this Agreement shall automatically have the right to operate under the terms and conditions so granted.

19.2 It is agreed that each and every employer shall sign this Agreement prior to employment of employees except those employers having national agreements. Such employers shall sign a letter of assent which shall be as binding as though he had signed this Agreement including any approved amendments thereto.

19.3 Except as limited by terms of this Agreement, the direction of employees, including the making and reinforcing of rules to assure orderly and efficient operations, the determination of employee competency, the right to hire, transfer, promote, discharge for just cause, layoff for lack of work, and the scheduling of work are rights vested exclusively in management. The operation of the business: including the introduction of new or improved methods and facilities; hands on management; the determination of the amount of supervision necessary; the size and composition of the work force and crews are rights vested exclusively in management if not inconsistent with the terms and conditions of this contract.

ARTICLE XX

DURATION

20.1 This Agreement shall continue in effect as outlined in ARTICLE II, 2.1 AND 2.2. The parties hereto have caused this Agreement to be duly subscribed by their authorized representatives and this Agreement shall be binding upon their successors and assigns.

20.2 This contract is completed in printed matter only. Sections deleted or added in any form are invalid and will not be part of this Agreement.

20.3 The undersigned has read and is familiar with all terms of this Agreement and agrees to adhere and be bound by all terms, conditions, and amendments hereof.

20.4 This Agreement represents the entire contract. The provisions hereof may not be varied, modified or supplemented without the written consent of both parties.

Accepted for the Employer:

Telephone # : _____
(Area Code)

Fax # : _____
(Area Code)

_____ Street

_____ City

_____ State _____ Zip Code

_____ Duly Authorized Signature of Officer or Representative _____ Title

_____ Print Name for Clarification _____ Date

Accepted for Bricklayers and Allied Craftworkers Local 5 NY:

_____ Signature

_____ Title _____ Date

2009/2011

TOWNSHIPS OF CHAPTER 1

BEDFORD	LEWISBORO	PEEKSKILL - CITY	SOMERS
CARMEL	MT. PLEASANT	PHILIPSTOWN	SOUTHEAST
CLARKSTOWN	MT. VERNON	POUNDRIDGE	STONY POINT
CORTLAND	NEW CASTLE	PUTNAM VALLEY	TUXEDO
EAST CHESTER	NORTH CASTLE	RAMAPO	WHITE PLAINS - CITY
HARRISON	ORANGETOWN	RYE	YONKERS - CITY
HAVERSTRAW	OSSINING	SCARSDALE	YORKTOWN
KENT	PATTERSON		

TOWNSHIPS OF CHAPTER 2

AMENIA	FREEMONT	MILAN	RED HOOK
BEACON - CITY	GARDINER	MINISINK	RHINEBECK
BEEKMAN	GOSHEN	MONROE	ROSENDALE
BETHEL	GREENVILLE	MONTGOMERY	SAUGERTIES
BLOOMING GROVE	HAMPTONBURG	MOUNT HOPE	SHANDAKEN
CALLICOON	HARDENBURGH	NEVERSINK	SHAWANGUNK
CHESTER	HIGHLAND	NEWBURGH - CITY	STANFORD
CLINTON	HIGHLANDS	NEWBURGH	THOMPSON
COCHECTON	HURLEY	NEW PALTZ	TUSTEN
CORNWALL	HYDE PARK	NEW WINDSOR	UNIONVALE
CRAWFORD	KINGSTON	NORTHEAST	ULSTER
DEER PARK	KINGSTON - CITY	OLIVE	WALLKILL
DELAWARE	LAGRANGE	PAWLING	WAPPINGERS
DENNING	LIBERTY	PLEASANT VALLEY	WARWICK
DOVER	LLOYD	PINE PLAINS	WASHINGTON
EAST FISHKILL	LUMBERLAND	PLATTERKILL	WAWARSING
ESOPUS	MARBLETOWN	POUGHKEEPSIE - CITY	WAWAYANDA
FALLSBURGH	MARLBORO	POUGHKEEPSIE	WOODSTOCK
FISHKILL	MAMAKATING	ROCHESTER	
FORESTBURG	MIDDLETOWN - CITY	ROCKLAND	

NORTHEAST REGIONAL COUNCIL OF CARPENTERS UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA



SOUTHEAST REGION AGREEMENT

**NORTHEAST REGIONAL COUNCIL OF CARPENTERS
91 Fieldcrest Avenue – 2nd Floor, Edison, NJ 08837**

**Covering Westchester, Rockland, Putnam, Orange, Dutchess, Sullivan,
Ulster and Columbia Counties**

July 1, 2011 through May 31, 2016

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RECOGNITION

This Agreement is entered into by the Association/Contractor _____, hereafter referred to as the "Association", on behalf of their members who employ or may employ unit employees and THE NORTHEAST REGIONAL COUNCIL OF CARPENTERS and of THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, or any successor Council, hereafter referred to as the "Union". The Union recognizes the Association as the exclusive bargaining representative of all employer-members of the Association. The Association recognizes the Union as the sole and exclusive collective bargaining representative of all carpenters and employed by the Employer in the performance of all work coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

The parties agree that the collective bargaining unit covered by this agreement is a single multi-employer bargaining unit consisting of employers represented by the Association that is bound to this agreement, including any individual employers who are not members of an Association but who sign the agreement or agree to be bound to it.

This agreement shall be binding on signatory contractors who are or who may become signatory contractors during the duration of the agreement. Signatory contractors shall be bound by the terms of this agreement for the duration thereof irrespective of the fact that they may have terminated their membership in the Association.

The Employer is satisfied and acknowledges that the Council has claimed and demonstrated that the Council has majority support and represents a majority of the Employer's Employees in an appropriate bargaining unit for purposes of collective bargaining. Accordingly, the Council demands recognition, and the Employer recognizes the council, as the exclusive bargaining agent under Section 9(a) for Westchester, Putnam, Rockland, Dutchess, Columbia, Ulster, Orange and Sullivan Counties of the NLRA for all of its Employees within the contractual bargaining unit.

Employers who sign independently recognize a single-multi employer collective bargaining unit through the Association. In such case, each employer, by signing or agreeing to be bound by this Agreement thereby authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement and for subsequent negotiations, covering this multi-employer bargaining unit; and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining, whether or not it becomes or remains a member of this Association. A withdrawal of such bargaining authority given to the Association by any independent signatory shall only be effective if in writing and received by the Association and the Council not more than ninety (90) days and not less than sixty (60) days prior to expiration of the stated term of this Agreement, or any succeeding Agreement in effect between the Council and Association.

The parties hereby waive any right they may have to repudiate this Agreement during the term of this Agreement or during the term of any extension, modification, or amendment to this Agreement, or during the negotiation thereof.

PREAMBLE

The Employer is desirous of employing carpenters and joiners and all subdivisions of the United Brotherhood of Carpenters and Joiners of America in the Construction Industry and appurtenances thereto within the Territorial Jurisdiction of this Agreement.

This agreement is entered into to prevent strikes and lockouts; to facilitate the peaceful adjustment of grievances and disputes between the Employer and the Union and its members; to prevent waste; unnecessary and avoidable delays and the results through them to the Employer of cost and expense and to the employees covered thereby of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workers; to provide as far as possible for the continuous employment hereunder of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and the purpose and intent hereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible, consistent with fair wages & proper working conditions as provided for hereunder

JURISDICTION (GEOGRAPHICAL)
ARTICLE ONE

Section (a). The geographical jurisdiction of this Agreement shall be comprised of the following eight (8) Counties of the Union: Westchester, Putnam, Rockland, Dutchess, Columbia, Ulster, Orange, Sullivan.

Section (b). Shop Agreements of the Union are separate and apart from this Master Agreement.

COUNCIL REPRESENTATIVE
ARTICLE TWO

The Council Representative or any other authorized representative of the "Union" shall be allowed to visit the jobs of any Employer during working hours.

UNION SECURITY
ARTICLE THREE

Section (a). The Union agrees to furnish, through its office competent journeymen selected for reference to jobs upon a non-discriminatory basis, such furnishing to be made upon request of the Employer and with the Employer retaining the right to reject or accept the applicants for employment.

Section (b). The Union agrees that its office will maintain appropriate registration facilities for the listing of persons possessing the skills required for the performance of work by the Employers. The Employer may employ applicants directly at the job site.

Section (c). It shall be a condition of employment that the employees of any Employer covered by this Agreement who are members of the United Brotherhood in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement, or who are hired on or after its effective date, shall, on the 8th day following its effective date, or the 8th day following the beginning of employment (whichever is later) become and remain members in good standing.

Section (d). It is the intention of the parties that hiring procedures under this Agreement shall conform strictly to the requirements of State and Federal Law, and that this Agreement shall provide the maximum union security permitted by law.

GRIEVANCE AND ARBITRATION
ARTICLE FOUR

Section (a). During the term of this Agreement, any question relating to its interpretation or any dispute arising from any provisions shall be subject to the following grievance and arbitration procedure, it being understood that this clause shall not be used for the purpose of determining subjects relating to trade jurisdictions.

1. The Job Steward shall attempt to resolve the dispute on the job with a senior representative of the Employer.
2. In the event that the dispute is not resolved by Step (1), a Council Representative and a Representative of the Association/Contractor shall meet within 2 business days and attempt to settle the dispute.
3. Should Step (2) not resolve the issue in dispute within 5 business days, the two parties to the Agreement shall each appoint three members to form a Joint Committee to hear the dispute and a decision by a majority of the Joint Committee shall be final and binding on the parties.
4. In the event that the Joint Committee is unable to decide the dispute within 15 days business days, either party may request arbitration by submitting in writing, with a copy to the other party, a request to the American Arbitration Association for a panel of arbitrators, one of whom shall be selected by the Joint Committee. The decision of the Arbitrator shall be final and binding on all parties concerned. The expenses of the arbitrator shall be borne equally by the two parties to this Agreement.

Section (b). During the term of this Agreement, and during the period of hearing grievances and arbitration, neither party shall order or sanction any lockout, strike or other work stoppage or slowdown.

JURISDICTIONAL (DISPUTES-PROCEDURES)

ARTICLE FIVE

Section (a). Jurisdictional Dispute by any Union(s) and which involves the Union, Including any of its affiliated Local Unions (collectively "Empire Carpenters") agree not to use or be bound by the Plan for the Settlement of Jurisdictional Disputes (the "Plan"), except when PLA's are the binding agreement for a particular project.

Section (b). All jurisdictional disputes which involve the Northeast Regional Council of Carpenters shall be settled through arbitration where the arbitrator shall be bound by and render his/her decision according to the criteria developed by the National Labor Relations Board through adjudication of the jurisdictional disputes under Section 10 (k) of the National Labor Relations Act, 29 U.S.C. 160 (k). The assignments of the Contractor(s) shall be followed and work shall continue uninterrupted until the dispute is resolved. Decisions rendered by the Arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions. The Parties agree to utilize the rules of the American Arbitration Association for selection of an arbitrator and conduct of the arbitration.

FOREMEN-GENERAL FOREMAN

ARTICLE SIX

Section (a). All Foremen and General Foremen shall be journeymen members of the Union and shall be hired and discharged subject to the provisions of the Labor Management Relations Act of 1947, as amended.

Section (b). A Foreman shall not act in the dual capacity of a job superintendent.

Section (c). General Foreman must be designated by the Employer when there are three (3) or more foremen employed on the job.

Section (d). When five (5) carpenters and/or apprentices are employed, one shall be designated as a foreman. He/she shall be responsible for the laying out of work and to assign work to respective workers. The foreman shall be permitted to work with journeymen's tools at the discretion of the employer.

Section (e). For rate of pay and special conditions see addendum.

CONDITIONS OF EMPLOYMENT

ARTICLE SEVEN

Section (a). Except as otherwise provided herein, a fifty percent (50%) ratio of carpenters must be members of said Council and shall be maintained throughout such job in the manner heretofore described. This shall apply to each job of each individual Contractor.

Section (b). All employees shall receive five (5) minutes before noon, and at the end of each day's work for the purpose of picking up their tools and securing them from loss through theft or damage resulting from job operations or weather conditions.

Section (c). The time honored custom of a "Coffee Break" shall be permitted during the morning working hours with the mutual understanding that this custom shall not be abused by the employee or employer. A coffee break shall be permitted in the late afternoon if the job is to work more than eight hours

Section (d). Every employer shall provide a weather tight building or room large enough to accommodate the employees covered by this Agreement, for use as a tool room and shelter. This room shall be provided with a table and benches for use during lunch time for their use. During the months from November 1 thru April 1 the shelter must be heated.

Section (e). A crib for employee's tool boxes shall be provided. The crib shall be fitted for a padlock to be furnished by the employees on the job. When tools and clothing are left in said crib or are in a locked shanty, the employer shall be responsible for the loss of said tools and clothing by fire or theft by forcible entry. The maximum dollar amount that any employee may claim for a loss under this provision shall not exceed Five Hundred (\$500.00) for Carpenters. A claim must be itemized, in writing, and sworn to before a Notary Public. Employees shall be responsible for their own negligence.

Section (f). The Employer agrees to furnish a supply of clean, pure and cool drinking water, either as running water or in a clean, covered container with spigot and a sufficient supply of disposable drinking cups.

Section (g). Toilet facilities shall be provided or made available in a sufficient number to accommodate all employees on the basis of at least one (1) unit for every thirty (30) persons or fraction thereof. Such facilities shall consist of water closets but chemical toilets shall be provided instead of water closets where water and sewer connections are not readily available. Toilet facilities shall be maintained in a sanitary condition and must comply with OSHA standards.

Section (h). All shop employees sent to work on the job site shall be governed by the conditions of this Agreement.

Section (i) All Lasers, when used on work within the trade jurisdiction of the U.B.C, shall be furnished by the employer and are considered a tool of the trade and operated by employees covered by this Agreement.

Section (j). No employee shall be allowed to furnish his/her own saw horses, benches, hand screws, straight edges, ladders, power or battery operated tools of any kind or description on any construction job.

Section (k). All special tools and/or equipment of any nature shall be furnished by the Employer.

Section (l). The Employer shall supply the necessary raingear and boots when conditions warrant their use. This raingear shall remain the property of the Employer and must be returned upon request or in the absence of a request at no later time than the employee's termination of employment. The employee shall be financially responsible for the equipment not returned; the amount not to exceed Twenty-five Dollars (\$25.00).

Section (m). The Employer shall see that a First Aid Kit is furnished for the job and that the same shall be kept completely supplied with necessary medical equipment.

Section (n). An employee injured at work, shall be paid full wages and wage supplements for the time spent receiving medical attention on the day of the injury. If a "Doctor" certifies that said employee is unable to return to work on the day of the injury, the employee shall be paid full wages and wage supplements for the day.

Section (o). The Employer will endeavor to provide proper parking facilities as near the job site as possible.

Section (p). All welding gear, welding torch, welder, burning equipment, gloves, sleeves, helmets, goggles, and any other type of welding instruments are to be supplied by the Employer.

Section (q). Instruments such as transit, level, theolite, laser when used as an instrument, piezometer when instrumented and fathometers when used on work within the trade jurisdiction of the U.B.C. shall be considered a tool of the trade.

Section (r). All layout equipment shall be supplied by the Employer.

Section (s). Workers employed in areas protected from the weather may be required to remain at work.

Section (t). The Employer agrees that any and all form work must be constructed by a member of the union. And furthermore agrees that any form work that can be done on the job site or adjacent to the job site, must be done there.

Section (u). Whenever concrete is being poured, and a carpenter is available, he shall be designated to watch the forms and make necessary adjustments during the pouring. Any additional carpenters that may be required shall be the decision of the employer.

Section (v). Labor and Management are committed to have a safe and productive working environment. To accomplish this goal a program will be developed by Labor & Management to have all carpenters complete an O.S.H.A. 30 Safety Course.

EQUAL EMPLOYMENT OPPORTUNITY ARTICLE EIGHT

The Employer and the Union shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status as required by Federal, State and Local Laws.

DISCHARGE NOTICE ARTICLE NINE

Employees shall upon discharge, receive one (1) hour notice with pay for the purpose of collecting his/her tools. It is understood that he/she shall remain on the job to the normal quitting time. If discharged at the end of the regular hours of work he/she shall receive one (1) hours pay at the straight time rates in lieu of notice. Upon discharge, he/she shall be paid in full.

Any employee who does not receive his/her wages in full upon discharge or before quitting time shall be paid waiting time at straight time rate, including benefits, for each hour of waiting until he/she is paid in full including the waiting time hours, not to exceed two (2) days' pay for waiting time.

HOLIDAYS ARTICLE TEN

Section (a). The following days shall be considered Legal Holidays.

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day

Section (b). For paid holidays for Construction and Heavy and Highway, see addendum.

Section (c). No work shall be performed on the above mentioned legal holidays without the permission of the Union. All work performed on the above mentioned legal holidays shall be at double the straight time rates for the regular hours of the regular work day with straight time fringe benefits.

Section (d). Where a holiday falls on a Saturday, it shall be observed on Friday. Where a holiday falls on Sunday, it shall be observed on Monday.

Section (e). Holiday Pay, report in time, overtime and waiting time require payment of Fringe Benefits.

HOURS OF WORK - OVERTIME ARTICLE ELEVEN

Section (a). The standard hours of work and start times are between the hours of 6:00 a.m. & 9:00 a.m. and 2:30 p.m. & 5:30 p.m. Monday through Friday. Also see addendum.

Section (b). The working week shall be five (5) days from Monday to Friday eight (8) hours a day with a half hour for lunch. Except as provided hereinafter, no work shall be performed on any other days or outside the hours specified, without permission of the Union.

Section (c). For all overtime worked beyond the hours of work set forth above, Monday thru Friday employees shall be paid at the rate of time and one-half the regular wage rate. Time and one-half the regular wage rate shall be paid for Saturdays. Double time wage rate shall be paid for all time worked on Sundays and Holidays. All hours worked will be at straight time fringes.

Section (d). The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten hours at straight time in accordance with the law. A 4-10's schedule may be instituted only upon the mutual consent between the Association and the Union. The 4-10's must run for a period of at least four days and must apply to the entire carpenter crew on the project. The Association and Union must mutually agree prior to project starting.

Section (e). When it is mandated by a Government Agency or requested by a General Contractor a flexible start time can be issued. It is understood that on all renovation, repair and alteration work that requires a single shift outside of the normal working hours herein specified, such time worked up to seven (7) or eight (8) hours where applicable shall be at the straight time rate plus fifteen (15) percent. Overtime on such work shall be at time and one-half the appropriate rate. It is understood and agreed that those employed on this type of work shall not have been employed on other construction during the regular working hours.

Section (f) When conditions beyond the control of the employer, such as severe weather, widespread power failure, fire, natural disaster, etc., prevent the operation of the job on one or more normal working days, the employer may, with the permission of the Union, schedule the Friday or Saturday of that calendar week during which work was prevented, as a make-up day at straight time, depending on a 4-day or 5-day scheduled work week. All hours worked in excess of the normal day worked shall be paid for at the rate of time and one-half (1 1/2). When a holiday falls on the make-up day, then the make-up rate shall be time and one-half (1 1/2) for the normal days worked performed. In order to utilize a Friday or Saturday as a make-up date, the employer must declare a regular work day "terminated" for one of the reasons listed above, no later than 10:00 am of the day terminated, and must notify the Union of its desire to work a make-up day by noon of the day preceding the make-up day. If men are needed to work a make-up Friday or Saturday, other than those already working on the job, the employer shall hire 50% of its carpenters through referral from the Union, and it will use 50% of carpenters employed by it on other job sites. A make-up Friday or Saturday shall be a guaranteed a normal work day with a guarantee of a full day wages, with one-half (1/2) hour off to eat. Only employers in good standing, meaning those signatory contractors who are paid-up (wages and fringes), will be considered for a Saturday make-up day and permission will not unreasonably be withheld for a Saturday make-up.

RATES OF PAY - MODE OF PAYMENT

ARTICLE TWELVE

Section (a). The parties agree that the wage rates, hours and other terms and conditions of work shall prevail during the term of this collective bargaining Agreement.

Section (b). Effective on the dates listed, the hourly rates for the listed craft classifications shall be as indicated. The Union reserves the right to distribute future wage increases into fringes.

Section (c). A statement shall be furnished with the payment of wages showing Employer's name - Employee's name - Total Earnings - Total Hours and Tax deductions itemized. A payroll check shall be drawn upon a local financial institution within the region, payable on demand at par; provided the Employer cashing such checks shall provide reasonable facilities for cashing such checks. All employees shall be paid weekly, not later than Friday. In the event that employees are not paid by quitting time on Friday, Contractor will pay up to 3 (days) wages and fringes at double time rate. Employee must remain on site during this period.

Section (d). The Union shall have the right to require the employer to post a "Surety Bond" of \$75,000 (seventy five thousand dollars) to guarantee the payment of wages and benefits to all employees covered by this agreement. This shall apply to non-association members only. If an Association member becomes delinquent the Union has the right to request that a bond be posted by the contractor.

REPORTING TIME - REPORT IN TIME

ARTICLE THIRTEEN

Section (a). All employees reporting for work at the beginning of a shift who are not furnished with work for any reason excluding inclement weather shall receive two (2) hours pay for "Reporting Time." Should any employee commence work, he or she shall receive no less than two (2) hours pay. The employees shall remain on the job for the two (2) hours unless directed otherwise by the foreman. If weather or other conditions make it impractical to work, pay shall be based on the actual hours worked which includes "Reporting Time."

Section (b). Employees ordered to report for work on Saturday or Sunday or days listed under ARTICLE TEN (10) and who are prevented from working because of inclement weather or other reasons beyond the control of the employer, the employees shall be paid at the applicable overtime rate if no work is performed during the hours of "Reporting Time" as required under Sections (a) above.

Section (c). If work is performed during any part of the above mentioned "Reporting Time" hours, the applicable overtime rate shall be paid, time and one-half on Saturdays, double time Sundays and holidays.

Section (d). Reporting time, report in time, holiday pay and overtime, require payment of Fringe Benefits.

SHIFT WORK - PAY SCHEDULE ARTICLE FOURTEEN

Section (a).

(1). First Shift

Regular hourly rate of pay, with a 30 minute lunch break.

(2). Second Shift

Regular hourly rate plus 15% per hour. with a 30 minute lunch break.

(3). Third Shift

Regular hourly rate plus 15% per hour. with a 30 minute lunch break.

Section (b). All shift work hours are paid at straight time benefits.

Section (c). All requests for shift work shall be approved by the Union before start of same.

Section (d). Any hours worked outside the normal shift shall be at time and one half the appropriate wage rate for each appropriate shift.

APPRENTICES ARTICLE FIFTEEN

Section (a). An Employer who employs one (1) journeyman may employ one (1) apprentice. For each additional three (3) journeymen the employer may employ one (1) additional apprentice or as State Law permits.

Section (b). The Employer agrees that it shall make appropriate contributions as set forth in its Collective Bargaining Agreement with the Union in the amount set forth in this agreement. It is recognized that these designations may be changed during the term of the contract. The Employer's remittance shall be in the form and manner as specified by the Northeast Regional Council of Carpenters. In the event of a change of designation during the term of this Agreement, written notice of such change will be given to each employer at least five (5) business days prior thereto.

Section (c). The employer agrees to be bound and shall comply with agreements, declarations of trust, plans or other relevant documents with respect to the Empire State Carpenters Apprenticeship Committee.

FRINGE BENEFITS ARTICLE SIXTEEN

Section (a). The Employer agrees that it shall make fringe benefit contributions to those fringe benefit funds designated by the Union, in the amounts set forth in this Agreement. It is recognized that these designations of the specific fringe benefit funds to receive contributions may be changed during the term of this Agreement. In each instance, the Employer shall be bound by and shall comply with the agreements, declarations of trust, plans and/or regulations of the fringe benefit funds, and the labor management cooperation committees, so designated. The Employer's remittance shall be in the form and manner as specified by the designated recipient of the contribution. In the event that a change of designation

occurs during the term of this Agreement, written notice of such change will be given to each Employer at least thirty (30) days prior.

Payment will be made at the designated Fund Office by Electronic Fund Transfer, payable to the Empire State Carpenters Fringe Benefit Funds, or its legal successor. Such benefits and contributions to said Funds shall be made and paid by the employer purchasing benefits covering all such required contributions. The failure of the employer to comply with the requirement that weekly benefit purchases shall subject the employer to those remedies available with respect to nonpayment of wages. At the time of purchase of the benefits, the employer shall furnish the Fund Office with a statement providing such information as required on forms supplied by the Fund Office. The information shall include, but not be limited to, payroll or similar records which contain the names of the carpenters, the job project, the number of benefits purchased and the date of issuance. The failure by the employer to fully supply this information shall constitute a material breach of the Agreement subject to those remedies available under this Agreement. It is understood that the employer will treat Vacation Fund and Political Action Committee Fund contributions as well as work assessments as wages so that all payroll taxes will be deducted from the gross total wages paid to the carpenter and the full contribution, net of said payroll taxes, shall be remitted. The Welfare Fund does not provide New York State Disability benefits.

Section (b). Failure on the part of the Employer to make the required contributions, by the end of the following payroll week in which the hours are worked, shall make the Employer liable for all contributions due, all collection costs including auditing and attorney fees, 20% of total due each Fund as liquidated damages, plus interest. The Employer agrees to comply with the collections policy enacted by the governing body of the designated recipient.

Section (c). Any Employer who is or becomes delinquent shall be required to post a "Surety Bond" in the amount of \$75,000 (seventy-five thousand dollars) in such amounts as to secure all future payments to the wages and benefits. This shall apply to all Association and non-association members alike.

Section (d). 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 the payment of contributions to the Funds. The Union shall not be obligated to return Employees to work unless and until all delinquencies have been made as required.

Section (e). Where such action is necessary as a result of the delinquency of any Employer in the payment of wages or fringe benefits as set forth in this Agreement, such delinquent Employer shall be required to pay the Employees' wages and fringes for each day not to exceed three (3) days prior to returning to employment for such Employer.

Section (f). The Trustees of the Funds shall have the authority to audit the payroll of a contributing Employer 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. The cost of the audit are to be paid by the delinquent Employer.

Section (g). A seven (7) day notice to the delinquent Employer of the proposed audit shall be deemed sufficient notice. Such notice shall direct the Employers to have its books and records available to the auditor.

Section (h). The Union retains the exclusive right to allocate, or to reallocate, at any time, all wages and contributions to those Fringe Benefit Funds determined by the Executive Secretary-Treasurer.

Section (i). On request, each Employer and/or Union shall receive a copy of the Funds' annual reports.

Section (j). Weekly Contributions

Section (k). Throughout the life of this Agreement the Council will periodically provide the Association and/or Employers with rate sheets providing for the allocation of benefits to its Employees. The Employer is solely responsible for providing its Employees with the correct benefits. It is understood and agreed that the following provisions shall apply to each of the jointly administered Funds: Empire State Carpenters Health & Welfare Fund, Empire State Carpenters Pension Fund, Empire State Carpenters Apprenticeship Fund, Empire State Carpenters Annuity Fund and the Empire State Carpenters Labor –Management Cooperation Fund.

Section (l). The phrase "employees covered by this Agreement" shall be deemed to include full time employees of the Union. For the purpose of computing payments to each of the funds, overtime hours shall be figured at straight time rates.

Section (m). All Employers shall be responsible for payment of all amounts due the "Benefit Funds" of its Sub-Contractors after receipt by the Employer 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.

INDUSTRY ADVANCEMENT FUND ARTICLE SEVENTEEN

Section (a). The Employer agrees that it will make Industry Advancement contributions in the amount set forth in this Agreement to the Association Industry Advancement Program for the purpose of meeting all costs to the Association in promoting the construction industry and conducting labor relations and all matters and problems incidental thereto, on an industry-wide basis in the geographical area covered by this agreement as herein before specified in ARTICLE ONE, Section (a).

Section (b). No part of the funds shall be used for the purpose of paying attorneys for negotiations with the union, filing, or prosecuting unfair labor practice charges, or for the filing or prosecution of any legal actions against the union.

Section (c). Specifically excluded for the purposes of the Industry Advancement Program is the right to the use of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors or labor during a period or periods of work stoppages, strikes, or lockouts

Section (d). The Union shall not be held responsible for the collection or in any other manner for the contributions due to the Industry Advancement Fund.

DUES CHECK OFF ARTICLE EIGHTEEN

Check-Off. The Employer will check off and remit to the Union, work dues for all employees who have executed (signed by the employee) and furnished to the Employer a payroll deduction authorization form. The Union will supply the payroll deduction authorization forms to the employees. The Employer will deduct the amount of 4 % from the total hourly package (wage plus benefits) of all employees who sign a duly authorized and signed payroll deduction authorization form. The Employer will remit said deductions to the designated Fund Office.

Indemnification. The Union will indemnify and hold the Employer harmless against any and all claims, demands, or other forms of liability which may arise out of, or by reason of any action taken, or not taken, by the Employer at the request of the Union, in accordance with the provisions of this Article.

Deductions. Deductions shall be made only for those employees who have voluntarily submitted the Employer with written authorization. The written authorization will be delivered to the Employer before any payroll deductions are made. Any authorizations for check-off of Union work dues that are incomplete or in error, will be returned to the Union by the Employer.

The Working Dues Check-Off remittance shall be made weekly in which the hours were worked. The remittance shall be forwarded to the designated Fund Office.

INSURANCE ARTICLE NINETEEN

Section (a). The employer shall furnish and post proof of Workers' Compensation, Disability Benefits Insurance, and meet all other requirements as prescribed by Federal and State laws.

Section (b). The Union and the Association/Employer agree to consider implementation of a Workers' Compensation ADR Program.

Section (c). Prior to commencing any work, the contractor shall carry all required Worker's Compensation Insurance covering all carpenters with an insurance carrier licensed or authorized to do business in the State of New York. The contractor shall, at his own expense, cover carpenters under the Disability Benefits Law of the State of New York effective immediately upon the commencement of work. The contractor shall make all Social Security payments and all New York State Unemployment Insurance payments for all carpenters. The contractor shall carry any and all protective insurance, and shall make any and all social benefits payments covering the carpenters which he is required to carry or to make under any federal, state, municipal or local law, rule or ordinance. Upon signing an Agreement with the Union or the Association or upon request by the Union the contractor must provide proof with a copy of Workers' Compensation Coverage form C105.2, Disability Coverage form DB120, NYS Unemployment Insurance and Federal Withholding Tax Numbers or an equivalent accepted by the union.

STEWARD ARTICLE TWENTY

Section (a).

1. The General Contractor, as an employer, recognizes the right of the Union to appoint one of its members to act as steward on the General Contractor's payroll immediately upon the commencement of any carpentry activity on the job by the General Contractor or any subcontractors which are covered under this agreement. When the General Contractor does not employ any carpenters on the site, the General Contractor recognizes the right of the Union to appoint one of its members as Steward on a sub-contractor's payroll immediately upon the commencement of any activity on the job.

2. The Union shall appoint a working steward. The Union shall advise the employer, or his/her representative, of the designation. The steward shall be employed whenever any work covered by this Agreement is being done on the job on which he/she is the steward, provided he is qualified to do such work. He/she shall be included among the journeymen who may be required to work overtime.

Section (b). The steward shall be allowed a reasonable length of time to perform his/her duties, will not engage in disputes with other trades, but will notify Council Representative of any issues.

Section (c). The General Contractor shall assist the Union in obtaining work for the steward with a subcontractor when the General Contractor has no employees employed on the job.

Section (d). The steward shall not be laid off, transferred or discharged without prior mutual agreement of both parties.

Section (e). The steward if unjustly laid off, a grievance will be filed and the steward will be made whole for all time lost if the layoff was unjust.

Section (g). When the employer is dissatisfied with the conduct of the steward, he/she shall notify the Union of his/her dissatisfaction and it shall be the duty of the Union to take corrective action.

Section (h). The steward shall be notified when any hiring, firing or lay-off is contemplated.

MOBILITY ARTICLE TWENTY-ONE

Section (a). The first person on the job shall be the Steward assigned by the Union. The second man on the job shall be the employer's Foreman who must be a member of said Council or otherwise he would be matched, but not by the Steward.

Section (b). The employer shall have the right to assign the balance of the workforce so long as the journeymen are from the Union. If the employer assigns a journeyman from outside of said Council, the Union will have the right to match as per current Agreement (50/50).

Section (c). If it is determined by the Union that the employer has violated the provisions of this Agreement (for example, not reporting jobs, failure to pay proper pay and benefits), and the Union has informed the Association in writing of the violation that has occurred the employer shall have access to the grievance procedure within Article Four (4) of this agreement to contest any alleged violation.

Section (d). The Steward shall have the right to check all employees' paychecks, on a weekly basis, to verify proper pay and vouchers.

SAFETY REQUIREMENTS ARTICLE TWENTY-TWO

The Employer shall comply with provisions of OSHA and Industrial Code Rule 23, issued by the State of New York, Department of Labor, regarding the safety and protection of persons employed in construction and demolition work and other applicable New York State Department of Labor Safety Requirements. Violations of accepted or mandated safety procedures shall be cause for immediate discharge. Use of alcohol or narcotics during the regular workday shall be cause for immediate dismissal.

DRUG AND ALCOHOL POLICY ARTICLE TWENTY-THREE

Section (a). Labor and Management are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of Labor and Management and the employees.

Section (b). Consistent with these goals, the Employer prohibits the use, manufacture, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A program of urine testing, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of Labor and Management.

Section (c).

1. If the owner or Employer requires a blood test or urinalysis for drug and alcohol testing, such tests shall be performed on company time and paid by the Employer. The Employer has the right to terminate the employment of any Employee testing positive.

2. The Employee has the right to have a second test taken on his own time and at his own expense within 24 hours of receiving the results of the first test. If the second test proves negative, the Employer will reinstate the Employee or require a third test.

3. If a third test is required it shall be taken on the Employees time within 24 hours of receiving the results of the second test. The Employer shall pay the expense of such testing. If the last two tests prove negative, the Employee shall be reinstated.

TOXIC AND HAZARDOUS MATERIALS ARTICLE TWENTY-FOUR

Section (a).

1. Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material, or required to work near asbestos or any toxic or hazardous material shall wear all protective equipment mandated by New York State or Federal Regulations, or required by the Employer as a safety precaution. Protective equipment subject to this provision shall include but is not limited to asbestos suits, face masks and special breathing equipment.

2. Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment as explained in Section (a) Paragraph (1) shall receive two (2) hours pay extra per day, plus applicable benefits.

Section (b). The Employer shall provide all required hazardous material protective equipment.

Section (c). When showers, x-rays or change to asbestos suits are required, provisions shall be made for the appropriate facilities. All showers, x-rays and changes to asbestos suits, when required, shall be performed during working hours or paid at the applicable overtime rate.

ALTERNATIVE CONSTRUCTION MANAGER LANGUAGE ARTICLE TWENTY-FIVE

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 the Union, provided, however, this provision shall not apply to 1) any affiliated development company or entity that does not manage and/or coordinate the construction contracts or construction work and that does not participate in the selection of subcontractors or 2) any signatory contractor acting as a construction manager overseeing a public works project, where a bid awarded to a non-signatory contractor as the lowest responsible bidder is outside of the control of the construction manager and is otherwise required by law. The Employer recognizes that the Union, 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 and/or whether work has been awarded to the lowest responsible bidder on a public works project.

SUB-CONTRACTING ARTICLE TWENTY-SIX

Section (a). This Agreement shall bind the parties hereto and any and all Subcontractors employed by the Contractor and any contract entered into with any Subcontractor shall contain a stipulation binding said Subcontractor to the conditions and covenants of this Agreement. The Contractor shall be responsible for any claims against any of its Subcontractors relating to wages and contributions due to the Welfare, Pension, Vacation, Annuity, Labor-Management Cooperation and the Apprentice Training Committee Trust Funds or other Fringe Benefit Funds enumerated herein. Every Employer party to this Agreement shall notify the Council of the awarding of any contract on which carpenter works is to be performed, whether by the Contractor or its Subcontractor. Said notice shall include location of the job and the name and address of the Contractor or Subcontractor involved. To the extent permitted by law, failure to comply with this section shall be a breach of the Agreement and shall authorize the Union to remove its members from any job on which said Contractor or Subcontractor is working until said notice is complied with. Said notice shall be within thirty (30) days of contract award and in any event no less than seventy-two (72) hours before the start of work.

Section (b). The Contractor bound to this Agreement agrees not to accept bids from or sublet any work too any General Contractor, Construction Manager, Project Manager, Builder, Site Manager, Broker or other entities unless the said entity has a signed Agreement with the Union or provides at least the wages, benefits and working conditions set forth in this Agreement for the jurisdiction covering the construction site location of the work. This paragraph can be waived by the Union, which consent shall not be denied so long as the Contractor, etc., has not demonstrated in the past, a failure to adhere to a Carpenters CBA, including but not limited to, failure to pay applicable wages and fringe benefit contributions, or otherwise by actions such as failure to adhere to applicable area standards. For purpose of this Agreement, the Contractor, etc., must agree that it is a construction employer within the meaning of the NLRA.

Section (c). A Contractor acting in the capacity of a Construction Manager agrees that it or any of its Subcontractors will not contract or subcontract carpentry work to be done at the site of construction, alteration or repair of the building, or structure, except to a person, firm or corporation party to a current labor agreement with the Union.

Section (d). A Contractor acting in the capacity of a General Contractor, Construction Manager, Prime Contractor, Builder or Owner shall furnish the names of all carpenter Subcontractors to the Union in whose geographic jurisdiction the job is located, on forms supplied by the Union before Subcontractors start work, when requested by the Union.

Section (e). It is agreed that the word "Contractor" or "Employer", as used herein, means not only a Contractor or Employer which is signatory hereto, but also means and shall include any other firm (whether a corporation, partnership, joint venture, limited liability company, or other business entity) engaged in the construction and/or carpentry industry in which an officer, a partner, principal stockholder, member or sole proprietor of the signatory contractor or employer hereto is also an officer, a principal (defined as having 10% interest or more) stockholder, partner or single proprietor of such other firm where the intent or effect or consequence of such association undermines terms and obligations of the signatory Contractor to this Agreement. Management consultants, construction managers, developers, and owners/builders having construction site responsibility will also be considered as "Contractors" or "Employers" for the purpose of this Article and this Agreement. Further, any person or entity performing any of the following services will be considered an Employer: The solicitation of bids from Subcontractors; the consideration of proposals submitted by Subcontractors; the coordination of work performed by Subcontractors; and the supervision of the construction project.

Section (f). The General Contractor shall be responsible for collecting the pay for the carpenter Job Steward, if any work is performed by the Subcontractor who performs work without reporting same to the Union before starting the job.

Section (g). If, as a result of violations of this Article, the Council and/or the Trustees of the Funds shall have discretion to institute a court action to enforce any right hereunder, the loser shall pay all costs of such action, including attorney's fees.

LABOR MANAGEMENT CONTRACT SECURITY ARTICLE TWENTY-SEVEN

Beginning June 1, 1994, if and when the Employer shall perform any work of the type covered by this Agreement within the Northeast Regional Council of Carpenters' jurisdiction area, under its own name or any other name, including a joint venture, wherein the Employer has ownership, the terms and conditions of this Agreement shall be applicable to all such work.

MANAGEMENT RIGHTS ARTICLE TWENTY-EIGHT

Except where specifically limited by this agreement, the direction of 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 that the Union grants more favorable terms and conditions than those specified in this agreement to any employer or employers, unless approved by the Executive Director of the association and the Union, then this agreement may be modified, at the option of employer, to incorporate such other more favorable terms and conditions.

Union shall retain an affirmative duty to notify employer, or employer's 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.

SAVINGS CLAUSE ARTICLE TWENTY-NINE

It is mutually agreed that if the adoption of any State or Federal Legislation or Regulation, or a decree of a Court of Competent jurisdiction, conflicts with or is contrary to or has a direct bearing upon any of the provisions of this Agreement, negotiations will be opened to make the necessary adjustments in this Agreement, but negotiations will be confined to changes in existing laws and regulations. It is further mutually agreed that if any changes in New York State Labor Law 220 or Federal Davis Bacon Prevailing Laws are adopted, which would cause a signatory employer to be less competitive than a non-signatory employer, a wage and fringe reopener can be requested. Both the Association and Union must agree that the union contractor is less competitive because of the above changes. Should any provision of this Agreement be declared invalid, such declaration shall not invalidate the remaining portions of this Agreement.

TRADE AUTONOMY ARTICLE THIRTY

The Association recognizes that the Union claims the following work jurisdiction subject to local area practice.

The work jurisdiction covered by this Agreement includes, but is not limited to: heavy-highway and bridge work, commercial and industrial construction work, recovery/recycling plants, all carpentry work related to residential home-building and housing construction work, the handling, milling, fashioning, joining, assembling, erecting and/or dismantling of materials of wood, metal, plastic fiber, or of any substitute material or materials; the laying of all cork or composition flooring, rubber tile, mastic tile, cork tile, all backer board, (dens-shield or similar), linoleum; the application of all asphalt or fiberglass shingles, strip, roll roofing, roll formed canopy and roofing systems, including but not limited to spray on roofing or all asbestos (fiberglass) shingles, the erection and the dismantling of machinery, the rigging and erection and all carpentry involved in the completion of modular homes, the manufacture of all wood and substitute materials where the skill, knowledge and training of a carpenter are required, either by the operation of machinery or hand tool; the unloading and handling of all materials, including but not limited to: drywall, ceiling panels, and/or all materials associated with ceiling systems; the building and stripping of all floor and wall form systems, footing forms, setting anchor bolts, leveling, aligning and setting of pre-cast concrete pieces, the manufacture and/or production of all concrete pieces made by pre-casting, post-stressing or by pre-stressing; the erection, fitting, plumbing, leveling, aligning and/or setting of all windows and metal studding, the unloading, handling and installation of store fixtures, the unloading handling and placing of all refrigerated cases, fume hoods and/or boxes, the loading and setting of video lottery terminals and other gaming equipment, the installation of drapes, venetian blinds, shades, and all polyethylene, plastic laminate, corian, solid phenolic, poly-marble H.D. dressing and toilet compartments, screens and dividers and any other similar material. (Included is the installation of wood framed solar panels or panels requiring wood bracing.)

The following trades and work performed by employees in such categories constitute the exclusive work of the carpenters covered by this Agreement:

1. Carpenters and joiners, drywall finishers, reed and rattan workers, railroad carpenters, ship carpenters, caulkers and joiners, tile, marble and terrazzo, bench hands, cabinet makers, stair builders, floor layers, millwrights, boxmakers, furniture workers and assembly, bridge, dock and wharf carpenters, shipwrights and boat-builders, car-builders, saw filers, divers, tenders and all workers engaged in operating woodworking machinery, the laying of all canvas roofs and decks, and all insulation workers, including asbestos removal, lead abatement and protection, and any and all additional work agreed upon between the parties, orally or in writing. Also included is the installation of electronic locking systems card or key operated, such as Inn-loc, Corbin FuturaLok, Intellis Schlage systems, Sargent Systems #45, (as examples).
2. Construction, erection, dismantling and stripping of all forms, concrete or otherwise, and in the building of runways, elevator shafts, water tanks, hoists, scaffolds, platforms and setting of bolts and all templates. The fabrication on the job site of all barricades, signs, highway and road dividers and the erection of same. The use of prefabricated concrete forms is prohibited, except for Universal forms. All work, except as specifically excepted in this Agreement, must be performed on the job site by carpenters covered by this Agreement.
3. Setting, plumbing and bracing of all steel and aluminum sash on open walls and wherever such sash is fastened to wood.
4. Welding is an adjunct to the trade. The welding torch, the electric welder, and any other type of welding instrument, are tools of the trade. Goggles, gloves and all protective clothing are supplied by the contractor.
5. Instruments such as transit, level, theolite and laser when used as an instrument, piezometer when instrumented, and lathometers are used by carpenters in the course of their work.

6. Where substitutes are utilized, replacing the materials normally used by carpenters and requiring the skill and tools of carpenters, the same shall be handled, erected, placed and/or installed only by carpenters. All power tools, leads or any special tools shall be supplied by the contractor hiring the carpenter.

7. All work in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation attachment or connection, including, but not limited to, the following items: all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking resilient channels, furring channels, doors and windows, including frames, casing, molding, base, accessory trim items, drivit, stowe, gypsum, drywall materials. drywall finishing, laminated gypsum systems, backing board, finish board, all fire-proofing of beams, columns, chases and wall systems including but not limited to spray on materials, rigid, sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for fitting, air vents or other purposes and all other necessary or related work in connection therewith. All work includes layout with or without the use of a transit

8. The handing and installation of all wardrobe closets and lockers.

9. Unloading and loading furniture and assembly is the work of carpenters.

10. When concrete is being poured into forms, a carpenter must be employed at such location at all times during such pouring.

11. Tunnel Work

Form building-bracing, shoring and all work pertaining to carpentry on tunnels is the work of the carpenter. Tunnel work, inside or outside, whether it be for underground power houses, generating plants, reactors, recovery and recycling plants, utilities or similar facilities, is the work of the carpenter.

12. The installation and erection of all bleachers and or seats and components thereof, in theaters, halls, churches, schools, banks, stadiums, open air theaters and other buildings.

13. The Installation of all bathroom blocking and accessories.

14. The installation of laboratory equipment including cabinets, counter tops and work benches, bookcases and cabinets, either separately or used in conjunction with heating and or air conditioning units, blackboards or equivalent, bulletin boards, meter boards and boards of all types.

15. The operation of winches and jacks whether operated manually or operated mechanically by portable operating devices used to handle material to be installed or erected by carpenters and all tagging and signaling incidental to the trade.

The General Contractor in his awards to all subcontractors shall assign work according to trade and area practice. Carpenters shall erect all scaffolding. Assignment of pipe scaffolding, free standing scaffolds or any scaffolding shall be assigned as noted above. The General Contractor will be responsible for all scaffolding on the job site. It is expressly understood and agreed by the General Contractor that this clause cannot be superseded by any provision in any other Union agreement and the General Contractor agrees to be bound by area and trade practices, as well as any past or future agreements or decisions

Lathing work is the jurisdiction of Carpenters Union 279 in Rockland County. The work is defined as 1 1/2 black channel, don bar, nail bar, hung with and described wire or rods, includes wire lath or any mesh or lath of composition materials, used to receive plaster, cement or any substitute thereof, related in the past or future to the plastering industry but not limited thereto. Wire mesh and rod work (re-bar) shall be part of this category.

The work herein described is covered by this Agreement with regard to wages, fringe benefits, and working conditions and all enforcement procedures specified in this Agreement. These conditions do not limit the carpenters from doing other work as so noted in this contract.

Ceiling wires for runners, channels, one and 1/2 inch black iron and other material are to be cut to length on site. Clips or any other devices used will be installed on site. It is mutually agreed between the parties that no violation of this contract exists should carpenters refuse to install this material if it comes on site pre-cut or pre-assembled.

WORK IN OTHER AREAS ARTICLE THIRTY-ONE

The Employer agrees that if it performs any work covered under any Collective Bargaining Agreement of the Northeast Regional Council of Carpenters, the Employer shall be bound to the terms and conditions of this Agreement applicable to the construction site location where said work is being performed as if it were signatory to the applicable Agreement.

CONTRACTS ARTICLE THIRTY-TWO

Section (a). No Employer who is a party to this Agreement may make a contract with a member or members of the Union covering labor only, nor may any member of the Union take such a contract.

Section (b). No Employer shall sublet, lease, piece or lump out carpentry labor or any part thereof nor shall any employee represented by the Union work for any Employer who takes labor contracts or pieces or lumps his work.

DURATION OF AGREEMENT ARTICLE THIRTY-THREE

Agreement shall become effective on July 1, 2011 and shall remain in effect until May 31, 2016, with wages that were agreed upon and wage openers for 4th and 5th years, and shall continue thereafter from year to year unless either party notifies the other party in writing not more than ninety (90) days nor less than sixty (60) days prior to May 31, 2016 or not more than ninety (90) days or less than sixty (60) days prior to any anniversary date thereafter that either party desires to modify this Agreement.

IN WITNESS THEREOF, the parties to this Agreement have caused these present to be signed and duly executed on the day and year so noted below.

Employers who sign independently recognize a single multi-employer collective bargaining unit through Associations. In such case, each employer, by signing or agreeing to be bound by this Agreement thereby authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement and for subsequent negotiations, covering this multi-employer bargaining unit; and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining, whether or not it becomes or remains a member of the Association. A withdrawal of such bargaining authority given to the Association by any independent signatory shall only be effective if in writing and received by the Association and the Council not more than ninety (90) days or less than sixty (60) days of the stated term of this Agreement, or any succeeding Agreement in effect between the Council and Association.

The parties hereby waive any right they may have to repudiate this Agreement during the term of this Agreement or during the term of any extension, modification, or amendment to this Agreement, or during the negotiation thereof.

Employer (Please Print)

Employer I.D. #

Address

Telephone Number

City State Zip Code

Facsimile Number

E- Mail Address

Name (Please Print)

Title

Signature

Date

NYS Unemployment Insurance

NYS Disability Insurance # Form DB 120

Workers Compensation Insurance # Form C105.2

All appropriate forms must be submitted prior to the dispatching of any members.

NORTHEAST REGIONAL COUNCIL OF CARPENTERS

Signed: _____
Executive Secretary Treasurer Date

Signed: _____
Regional Manager Date

ADDENDUM
(Dutchess, Orange, Ulster, Sullivan and Columbia Counties)

1. All Foremen and General Foremen in each classification shall be guaranteed a minimum of forty (40) single time hours per week except for the first and last week, when his/her pay may start at the commencement of the job and be terminated at the completion of the job. All work performed outside of the regular working hours shall be paid at overtime rates.
2. Carpenters and Piledrivers engaged in Heavy and Highway work (as explained in ARTICLE NINE of this Agreement) who are employed during the five (5) work days immediately preceding a Holiday or during the five (5) work days immediately following the Holiday shall be paid for such holiday at regular rates, including benefits, regardless of the day of the week on which the said holiday falls.

3. PILEDRIVER

Section (c). The geographic jurisdiction of the piledriver is all of the area covered under this Agreement.

Section (d). Crew Sizes:

1. In the installation of bearing piles, there shall be a crew of not less than four (4) piledrivers and a foreman.
2. On the driving of sheet piling, there shall be a crew of not less than four (4) piledrivers and a foreman.
3. On the pulling and/or extracting of sheet piling or any other types of piles, there shall be a crew of not less than four (4) piledrivers and a foreman.
4. Skid rigs and roller rigs shall have a crew of not less than five (5) piledrivers and a foreman.
5. On floating derricks used for driving of piles there shall be a crew of not less than five (5) piledrivers and a Foreman.
6. A worker employed primarily as a welder shall be in addition to the crew as provided in Section (d), (1-5).
7. In clamshell work, where obstruction exists to the driving of piles, or where the crane is working over piledrivers, a piledriver shall be used as a signalman and tagline man.
8. It is agreed, however, that in the event that the employer or union feel that more or less piledrivers are required for the work to be performed, then this matter shall be resolved between the employer and union, by mutual consent
9. Pile load testing equipment shall be erected, operated, maintained and dismantled by piledrivers.

4. DIVERS

When the services of Divers are required, the Divers and Tenders shall work under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

The minimum crew size required for both self-contained underwater breathing apparatus (SCUBA) diving and surface-supplied air diving shall be a three (3) member crew. The crew shall consist of the following:

1. Commercial SCUBA diving crews shall consist of a designated person-in-charge (DPIC) who will tend the line, a stand-by diver, and a line tended diver. The stand-by diver may be the DPIC as long as the tender is qualified to take over the duties of the DPIC if the DPIC must go into the water.
2. Commercial surface-supplied air diving crews shall consist of a DPIC, a tender, and a continuously tended diver. Dives below 99 feet (3 atmospheres) shall require a fourth crewmember that shall be a stand-by diver. Also, based upon the requirements of OSHA standard 1910.421 (d), "Planning and Assessment", the hazard analysis/assessment of the dive may dictate the use of a stand-by diver even though not specifically required (e.g. underwater debris, suction, no free access to the surface, possibility of diver entanglement).
3. The diving rate(s) shall include the divers' personal support gear, excluding his/her air. If a diver furnishes his/her own air, and it meets all applicable standards, he/she shall negotiate a rental fee for such equipment with the Employer.

4. Daily Wage Rate (hourly ÷ 8)	Diver (wet)	\$400.00
	Diver (dry)	\$240.00

5. A **Market Recovery** agreement shall be an addendum to this agreement and available upon request.

6. A **Residential** agreement shall be an addendum to this agreement and available upon request.

ADDENDUM
(Westchester, Putnam and Rockland Counties)

1. All Foremen and General Foremen in each classification shall be guaranteed a minimum of forty (40) single time hours per week except for the first and last week, when his/her pay may start at the commencement of the job and be terminated at the completion of the job. All work performed outside of the regular working hours shall be paid at overtime rates.
2. Carpenters engaged in heavy and highway work, or work on powerhouses, disposal plants, recovery, recycling, hi-lines, sub-stations, dams, reservoirs, filtration plants and similar installations, who are employed during any pay week in which any of the foregoing holidays fall, shall be paid for such holidays at regular rates which include wages and benefits, regardless of the day of the week on which the said holiday falls, in addition to the wages earned by them during such week as a result of their labor. When carpenters are required to work on such holidays, and when permission to do so has been secured from the Union, the following holidays shall be paid with fringes as follows if worked. New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid at the triple time rate and straight time fringes. President's Day if worked, shall be paid at the double time rate and straight time fringes. No work shall be performed on Labor Day.
3. Stewards on Heavy and Highway construction are guaranteed a daily's day pay regardless of the weather.
4. A **Market Recovery** agreement shall be an addendum to this agreement and available upon request.
5. A **Residential** agreement shall be an addendum to this agreement and available upon request.

**EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS
LOCAL #279
COMMERCIAL & HEAVY/HIGHWAY RATES**

JURISDICTION: Westchester, Putnam and Rockland Counties

EFFECTIVE DATE: 1/1/12
through
6/30/12
per hour

WAGES:

<i>Journeyman</i>	\$32.63
<i>Forman</i>	\$35.13
<i>General Forman</i>	\$36.13

BENEFITS:

Welfare	\$10.55	
Pension	\$8.00	
Annuity	\$5.50	
Work Assessment	\$2.68	taxable & includes .04 PAC
Vacation	\$4.75	
Appr. Training	\$0.40	taxable
IAF	\$0.30	
UBC	\$0.15	
Labor Mgmt.	\$0.06	
HRA	\$1.90	
Total	\$34.29	

OVERTIME: Overtime (Monday thru Saturday) is paid at time and one-half (1 1/2) with fringes paid at straight time. Sunday and Holidays are paid at double time with fringe benefits paid at straight time.

HOLIDAYS: New Year's Day, President's Day, Memorial Day, Independence Day,
Commercial : Non-Paid Labor Day, Thanksgiving Day, Day after Thanksgiving Day,
Heavy & Highway: Paid Christmas Day.

ADDRESS: 10 Saw Mill River Road
Hawthorne, NY 10532
914.592.0100 Phone
914.592.0856 Fax

Revised 7/11/10

INSIDE WIREMEN and TELEDATA AGREEMENT AND WORKING RULES

Between

Westchester/Fairfield Division
New York Electrical Contractors Association, Inc.

And

Local Union No. 3 (White Plains),
International Brotherhood
of Electrical Workers, AFL-CIO

Effective
May 8, 2008 - April 24, 2013

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Agreement by and between the New York Electrical Contractors Association, Inc., Westchester/Fairfield Division (the "Westchester Fairfield Division"), and Local Union No. 3 (White Plains), IBEW AFL-CIO. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Employer" shall mean the Westchester/Fairfield Division, and the term "Union" shall mean Local Union No. 3 (White Plains), IBEW AFL-CIO. The term "Employer" shall also mean any individual firm who has been recognized by an assent to this Agreement.

FUNDAMENTAL PRINCIPLES

The Employers and the Union have a common interest in harmonious relations. All will benefit by a continuous peaceful operation of the industrial process and the devotion of the means of production for the common good. To these ends, this Agreement is made.

GEOGRAPHIC JURISDICTION

The Westchester/Fairfield Division's and the Union's "Normal construction labor and Teledata market" is defined to mean the following geographical area:

Westchester County, New York and Greenwich, Stamford, New Canaan, Darien and the portion of Norwalk lying west of Five Mile River, in the State of Connecticut.

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

The terms of this Agreement or any modifications thereof shall be binding, until its termination, upon all Contractors employing electrical workers and shall cover the territory where the Union has jurisdiction as defined above.

Any masculine references used in this Agreement are for convenience only and shall refer to both male and female employees. Any reference to electricians shall mean journeymen, journeywomen, journeyperson and apprentices.

All Employers who are a party to this contract hereby acknowledge and agree that the jurisdiction of the Union as set forth in the Agreement, as well as all work traditionally performed by members of the Union, is recognized as the work and jurisdiction of members of the Union. Each Employer who is a party to this Agreement may not enter into a Collective Bargaining Agreement in which it agrees to have non-Local Union No. 3, I.B.E.W. members perform such work. The Union's jurisdiction over the work set forth herein will supersede any and all other Agreements or arrangements Employers enter into.

UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of all of its employees performing electrical and teledata work within the jurisdiction of the Union for the purpose of collective bargaining with respect to rates of pay, wages, hours, hours of employment and other conditions of employment.

The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future jobsites, if and when a majority of the Employer's employees authorize the Union to represent them in collective bargaining.

The Employer understands that the Local Union's jurisdiction, both trade and territorial, is not the subject of negotiations, but rather is determined solely within the IBEW by the International President, and therefore, agrees to recognize and be bound by such determinations.

NON DISCRIMINATION

The Union and the Employers agree to the continuing development and improvement of an affirmative action program to preclude discriminatory practices by any parties to this Agreement against race, religion, creed, color, sex, age, marital status, national origin, sexual preference, sexual orientation, citizenship status or against persons with physical or mental disabilities who may be qualified for employment under this Agreement.

APPLICATION OF ARTICLES IN THIS AGREEMENT

This agreement has three sections:

- Part A:** Pages 1 – 3 and Article I through Article 52 will apply to all members of the Union working for an Employer, including the Inside Wiremen and Teledata divisions, unless otherwise stated.
- Part B:** Article 53 through Article 65 are in addition to Part A and apply only to the Inside Wiremen Division, unless otherwise stated.
- Part C:** Article 66 through Article 73 are in addition to Part A and apply to the Teledata Division, unless otherwise stated.

ARTICLE I

TERM

Section 1.01. This Agreement shall take effect with the work week beginning May 8, 2008, and shall remain in effect through April 24, 2013 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, unless changed or terminated in accordance with Section 1.02.

Section 1.02(a). Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

Section 1.02(b). Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

Section 1.02(c). The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

Section 1.02(d). In the event that either party has given a timely notice of proposed changes and an agreement has not been reached by the anniversary date to renew, modify, or extend this Agreement or to submit the unresolved issues to the New York State Employment Relations Board, either party may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

Section 1.02(e). By mutual agreement only, the parties may jointly submit the unresolved issues to the New York State Employment Relations Board for adjudication. The Board's decision shall be final and binding on all parties hereto.

Section 1.03. This Agreement and any modifications as approved shall be signed by the Union and the Westchester/Fairfield Division and subject to the approval of the National President of the I.B.E.W. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing and signed by both parties hereto and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04. The Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 7.01 of Article VII, will be sufficient cause for the cancellation of this Agreement by the Local Union, after finding has been made by the International President of the Union that such a violation or annulment has occurred.

ARTICLE II

AGREEMENT DISPUTES

Section 2.01. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 2.02. There shall be a Labor Management Committee of five (5) representing the Union and five (5) representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within (48) hours when notice is given by either party. It shall select its own Chairperson and Secretary. The Local Union shall select the Union representatives and the Employer shall select the management representatives.

Section 2.03. All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 2.04. All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 2.05. Should the Labor-Management Committee fail to agree or to adjust any matter, the matter shall then be referred to the Joint Industry Board of the Electrical Industry pursuant to its Rules and Regulations. The decisions shall be final and binding on both parties hereto.

Section 2.06. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 2.07. This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given to the Employer involved.

Section 2.08. It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.

Section 2.09. Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided by the Employer.

Section 2.10 The Union has the right to discipline its members for violations of its laws, rules, and agreements.

ARTICLE III

FAVORED NATIONS CLAUSE

Section 3.01. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

ARTICLE IV

LICENSE

Section 4.01. Members of the Union, except those meeting the requirements of "Employer", as defined herein, shall not contract for any Electrical, Teledata or Communications work or carry a master license for an Employer who has not signed an Agreement with Local Union #3, IBEW White Plains. Journeypersons or Technicians may carry a Master License only for the Employer that they are employed by or the license must be shelved.

Section 4.02. The Union members, upon receipt of their masters' license, must notify the Union. The Union shall advise the member by certified mail Return Receipt Requested with a copy to the Westchester/Fairfield Division office, of his/her obligations pursuant to the contents of this Agreement relative to contracting provisions and that any infractions of Section (a) of this Article will constitute a violation of the Agreement and they will be subject to charges being filed as a result thereof.

Section 4.03. It is mutually understood and agreed upon that the Union will advise the Westchester/Fairfield Division office in writing, of any action taken by the Union Trial Board in reference to violations of this article and sections.

Section 4.04. The Union also agrees to expedite information to the Westchester-Fairfield Division office regarding new Letters of Assent and information pertaining to employment by all contractors of starting and completion dates of work within the jurisdiction of the Union.

ARTICLE V

CONTRACTOR QUALIFICATIONS

Section 5.01. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical, Teledata and Communication Industries. Therefore, an Employer who contracts for Electrical, Teledata or Communications work is a person, firm or corporation having these qualifications and maintaining a permanent place of business and suitable financial status to meet payroll requirements, with a business telephone and must obtain and hold any and all licenses required within the jurisdiction of the Union and who has an original Masters Electrical License, within the jurisdiction of the Union.

Section 5.02. The Employer must be a party to this Agreement, be bonded or have an approved financial alternative, and have proper working credentials (Letter of Assent, etc.) in place as approved by the Union.

Section 5.03. Employers shall be required to carry insurance as necessary to the Union under the Workers Compensation Act, in addition to the Contractor's Public Liability Insurance, the minimum to be not less than \$500,000.00 (Five-Hundred thousand dollars) and Automobile Public Liability and Property Damage Insurance, the minimum coverage to be not less than \$250,000.00 and \$500,000.00 (Two hundred and fifty thousand and five hundred thousand dollars). Certificates from an insurance company showing that such insurance is carried, together with the expiration dates of such insurance, must be furnished to the Union by the Employer.

Section 5.04. All Employers not subject to the New York Unemployment Insurance Law and/or the Connecticut Unemployment Compensation Act and/or the New York State Disability Benefits Law, for the reason that they employ less than the required number of persons, as prescribed under the respective laws, shall, within ten (10) days after the execution of this Agreement, file with the Commissioner or the Administrator, as the case may be, his/her notice of election to become fully subject to such laws, and obtain such insurance. Copies of such application and approval by the proper authority shall be filed with the office of the Union.

Section 5.05. Every Employer agrees to be a member of and participate in the Electrical Employers Self-Insurance Safety Plan's (EESISP) Disability Plan. See Article XXVI, Section 26.01 of this Agreement.

Section 5.06(a). No Employer or employee shall start any electrical installation until such time as all electrical work has been awarded, including provisions for maintenance work on all feeders and sub-feeders, and branch circuit wiring, except by permission of the Union.

Section 5.06(b). No Employer or employee shall start any Teledata installation until such time as all teledata and communication work has been awarded, except by permission of the Union.

ARTICLE VI

MATERIAL HANDLING

Section 6.01. All supplied electrical and Teledata equipment and materials shall be handled by the workers employed under the terms of this Agreement upon arrival on the jobsite or removal from the jobsite. Should electrical equipment and/or material not be in the electrical contractor's contract, he/she shall notify the Union when the Employer becomes aware of it.

Section 6.02. In no case shall any worker be required to wire or connect any Electrical, teledata equipment or apparatus not erected, installed or placed in a position consistent with the rightful jurisdiction of the Union. Should any question arise concerning the application of this sub-section it shall be handled as a grievance and adjusted pursuant to the grievance procedure contained in Article II of this Agreement.

This shall not prevent the member of the Union from connecting package units such as air conditioners, computers, video/audio components, etc., furnished and installed by others or any items consistent with International Agreements between the IBEW and any other International.

Section 6.03. All equipment pertaining to electric heat shall be the work of the electrical workers, and all prefab shall be done on the job, where possible, or in the shop by employees employed under the terms and conditions of this working Agreement and contained herein.

Section 6.04. The policy of the members of the Local Union is to encourage the promotion of the use of materials and equipment manufactured, processed or repaired under economically sound wage and hour working conditions by their fellow members of the International Brotherhood of Electrical Workers. This shall not exempt employees from installing material and equipment not meeting this requirement and not under the control of an Employer (contractor).

ARTICLE VII

SUBLETTING, SUBCONTRACTING & JOINT VENTURES

Section 7.01. The subletting, assigning or transfer by an individual Employer of any work in connection with electrical or teledata work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his/her employees on any electrical, teledata or communications work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration,

painting, or repair of a building, structure or any other work, will be deemed a material breach of this Agreement.

Section 7.02. A subcontractor is defined as any person, firm, or corporation who agrees under contract with the Employer, or any individual contractor, or a subcontractor of the Employer to perform on the project's jobsite, any part or portion of the construction, teledata or communications work covered by this Agreement, including the operation of equipment, performance of labor and installation of materials.

All charges of violations of Paragraph 7.01 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 7.03. When individual contractors with a signed Letter of Assent with the Union wish to subcontract:

1. Written notification must be received and approved by the Union's Business Manager prior to starting work.
2. Jurisdictional licensing requirements must be followed, including permits, if required.
3. The subcontractor may not subcontract work.
4. Subcontractor must provide his own foreman to direct his own men.
5. The spirit of the subcontracting language shall include specific sections of a project or disciplines of work such as high voltage work, minority work, site work, teledata, lightning protection, fiber optic work, control wiring, and other low voltage specialty systems.
6. Contractor is responsible for subcontractor's delinquency.

Section 7.04. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows:

If and when the Employer shall perform any on-site construction, teledata or communications work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercises either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 7.05. As a remedy for violation of this section, the Joint Industry Board, pursuant to its Rules is empowered, in its discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violations of this section nor does it make the same or other remedies unavailable to the Union for violation of other sections or other Articles of this Agreement.

Section 7.06. If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection 7.05 above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys'

fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

Section 7.07. Employers engaged in a signed joint venture assent to this Agreement, and shall be considered as a new and separate individual Employer with all rights herein as applied to an individual participating Employer.

Section 7.08. Employers operating under the terms of this Agreement are not permitted to work with the tools on any job exceeding \$2,000 in cost as a Journeyperson unless they employ a Journeyperson or "A" Technician as applicable. If they employ a Journeyperson or "A" Technician, a member of the firm shall be permitted to work alone with the tools for a total period of seven (7) hours for construction and eight (8) hours for teledata on any one job. Any job requiring more than a specified seven (7) hour limit for construction and eight (8) hours for Teledata, the Employer must be accompanied by at least one (1) Journeyperson or "A" Technician accordingly.

In case of an emergency, the contractor shall be permitted to work with the tools and agrees to notify the Local Union as soon as possible that the emergency existed and work was performed, but in no case shall a time period of more than 24 hours elapse except over the weekend and then on the first work day after the weekend.

A member of the Firm or Employer as used in this Section shall be the owner (partner or sole proprietor) or majority stockholder.

ARTICLE VIII

DIRECTION OF WORK

Section 8.01. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his/her work, in deciding the number and kind of employees to properly perform the work, in hiring and

laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreperson, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 8.02. Before starting work on any electrical, teledata or communications job, the Employer shall contact the Local Union and give them any information that may be required with reference to the job that is to start. Employers shall notify the Local Union office of the name of the job Journeyperson or Foreperson in the week of his/her designation as such.

ARTICLE IX

UNION JOBSITE VISITS

Section 9.01. The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

Section 9.02. The representative of the Union will timely notify the contractor of a jobsite visit. The representative further agrees to abide by all rules of the owner/customer with the normal operation of the job.

ARTICLE X

PAYROLL DEDUCTIONS

Section 10.01. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union or its designee – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Union Bylaws. Such

amount shall be certified to the Employer by the Union upon request by the Employer.

Section 10.02. The Employer agrees to deduct and transmit through the Joint Industry Board of the Electrical Industry, on behalf of the Union COPE Fund an amount of \$.02 per hour from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by the Joint Industry Board.

Section 10.03. The Employers agree to a payroll deduction on behalf of the Electra Federal Credit Union of an agreed upon amount from the wages of each employee who voluntarily authorizes such deductions on the application form provided for this purpose by the Credit Union. This amount shall be determined by the employee one (1) time each calendar year. The employee shall not be permitted to change said amount of deduction more than one (1) time each calendar year; however, the employee may stop such deduction at any time during the year, and shall not be permitted to restart the deduction until the beginning of the following calendar year.

Section 10.04. All voluntary employee payroll deductions will be submitted on the form provided for this purpose by the Joint Industry Board. The Employer agrees to make these deductions and to transmit same to the Joint Industry Board in accordance with the agreed upon procedure as stated herein, and shall be subject to the Joint Industry Board of the Electrical Industry Delinquency Policy.

ARTICLE XI

EMPLOYEE GRIEVANCE PROCEDURE

Section 11.01. The following Grievance Procedure shall be followed in filing a grievance, other than a grievance related to a termination:

Any Employee covered by this Agreement desiring to file a grievance shall first discuss it with his/her supervisor, within forty-eight (48) hours after the employee first became aware of the grieved infraction. If the alleged infraction was not satisfactorily adjusted within five (5)

days of the infraction, the grievant shall then reduce the grievance to writing and forward said grievance to the Union in person or by mail within ten (10) days after they become aware of such grievance. Upon receipt of the grievance, the Union shall promptly forward a copy of said grievance to the Westchester/Fairfield Division office but no later than twenty-four (24) hours after receipt, Saturdays, Sundays and Holiday excluded. The Union further agrees to keep the Westchester/Fairfield Division office aware of the progress of the grievance.

Section 11.02. The Union or its designee shall investigate said grievance. All grievances or questions in dispute, other than related to a termination, shall be adjusted by the duly selected representatives of both parties to this Agreement. In the event that the matter is not adjusted to the satisfaction of either party, the aggrieved party may serve notice of its desire, within twenty-five (25) days after the representatives of the parties either reach a determination or agree that it can not be resolved, after the grievant has received an answer from the Union, to take the matter before the Joint Labor-Management Committee whose decision will be final and binding on both parties.

Section 11.03. If the Labor-Management Committee fails to reach a decision, it then shall be referred to the Joint Industry Board of the Electrical Industry pursuant to Article II, Section 2.05 of this Agreement.

ARTICLE XII

APPRENTICESHIP AND TRAINING

Section 12.01. The Westchester Joint Apprentice Training Committee, subject to the approval of the Parties to this Agreement, is authorized to and shall indenture sufficient new Apprentices to provide for the availability of a total number of Apprentices in the training area not to exceed a ratio of one (1) Apprentice to three (3) Journeypersons or "A" Technicians who are normally employed under the terms of this Agreement.

Furthermore, the Parties to this Agreement will review the needs of the industry, giving consideration to the ability to absorb new Apprentices and the adequacy of the training facilities and/or teaching staff prior to initiating the selection procedures for each new class of Apprentices.

An individual Employer shall employ only Apprentices assigned by the Committee. No Employer is guaranteed any specific number of Apprentices. The Committee will determine whether or not any individual Employer is entitled to an Apprentice as well as the total number of Apprentices to be assigned to that Employer.

A first year Apprentice, as used above, may perform all tasks assigned by a General Foreperson, Foreperson, Journeyperson, Master Technician, Senior Technician and/or "A" Technician; however, they shall not work on or near live voltage circuits or systems.

Section 12.02. Rates for indentured Apprentices for the period of May 8, 2008 to April 24, 2013 shall be:

1st Year Apprentice	\$13.75
2nd Year Apprentice	\$16.55
3rd Year Apprentice	\$18.65
4th Year Apprentice	\$20.60
5th Year Apprentice	\$25.30

The benefit plans that First Year Apprentices shall participate in are: N.E.B.F., Hospitalization/Pension, Dental, Vacation/Holiday Expense Plan, Annuity Fund, Joint Industry Fund, Educational and Cultural Trust Fund and the Deferred Salary Plan.

Section 12.03. Apprentice Rotation - Indentured apprentices will be rotated annually in their first 3 years.

Section 12.04. Apprentice Restrictions - In order to adequately train and to maintain the proper safety standards that have been established in the electrical industry, it is understood that Apprentices may not work on jobs where there is not a suitable training opportunity or jobs

where safety hazards exist, such as live transit track work, elevator shafts, active powerhouse, live substations, racetracks, stadiums, arenas, exhibition halls or roadways, bridges or tunnels that are active or adjacent to traffic. No First, Second or Third year apprentice shall be allowed to work on or near live circuits. For purposes of this section "near" shall mean within four (4) feet of exposed live parts or circuits. Apprentices can be used at racetracks, stadiums, arenas or exhibitions halls only for new construction and alterations.

Section 12.05. An Apprentice is not to be the first person on a job, and an Apprentice is to be under the supervision of a Journeyperson or "A" Technician, as the job requires, at all times. The Journeyperson or "A" Technician is not required to constantly watch the Apprentice, but is to lay out the work required and permit the Apprentice to perform the work on his/her own. The Journeyperson or "A" Technician is permitted to leave the immediate work area without being accompanied by the Apprentice. No first year through fourth year apprentice shall be permitted to work on any job without the supervision of a Journeyperson or "A" Technician. Only a Fifth Year Apprentice shall be permitted to work alone on any job without supervision of a Journeyperson or "A" Technician as applicable.

ARTICLE XIII

JOINT INDUSTRY BOARD ADMINISTERED BENEFIT FUNDS

Section 13.01. There shall be a Joint Industry Board consisting of fifteen (15) persons representing the Union and fifteen (15) persons representing the Employers. The Joint Industry Board may petition the United States District Court for the Eastern District of New York or another competent body for the appointment of a person to represent the public and become an ex-officio member of the Joint Industry Board. Within ten days after the execution of this Agreement, the parties shall notify each other in writing of the names of their representatives to this Joint Industry Board.

Section 13.02. The Joint Industry Board shall establish rules and regulations under which it will operate and shall have the power to modify or to amend such rules and regulations and will seek to promote harmony between the Employers and the Employees in the industry, and will study and institute a program which will make it possible for the industry to be of greater assistance to those purchasing services, the potential purchasers and the general public. All rules and regulations, modifications or amendments thereto shall be sent in printed form to all parties to this Agreement and all individual Employers employing electricians represented by the Union under the terms of this Agreement.

Section 13.03. The Employer and the Union agree that the Joint Industry Board shall administer the Pension, Hospitalization and Benefit Plan of the Electrical Industry, Additional Security Benefits Plan of the Electrical Industry, The Annuity Plan of the Electrical Industry, the Health Reimbursement Account Plan, the Vacation Holiday and Unemployment Plan, the National Electrical Benefit Fund, Dental Benefit Fund of the Electrical Industry, Educational and Cultural Trust Fund, the Deferred Salary Plan of the Electrical Industry, and the Joint Industry Board Funds including the Benefit and Wage Delinquency Fund. The Joint Industry Board will assist in the administration of the Electrical Employers Self-Insurance Safety Plan (E.E.S.I.S.P.), and the Electrical Industry's Self-Insurance Disability Plan.

ARTICLE XIV

NATIONAL ELECTRICAL BENEFIT FUND

Section 14.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("N.E.B.F."), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the N.E.B.F., the individual Employer will forward weekly to the N.E.B.F.'s designated local collection agent an amount equal to 3% of

the total gross wages paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the N.E.B.F. The payment shall be made by check or draft and shall constitute a debt due and owing to the N.E.B.F. on the last day of each calendar month, which may be recovered by suit initiated by the N.E.B.F. or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate collection agent not later than fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by the Restated Employees Benefit Agreement and Trust. An individual Employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent. The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

ARTICLE XV

CONTRACTOR DELINQUENCY

Section 15.01. All Employers shall remit by check weekly, all required percentages agreed upon in this collective bargaining agreement including the cost of the administration of the Joint Industry Board. All benefits are due the Monday after the end of the pay week.

Section 15.02. The individual Employer agrees to be bound by all terms and provisions of the Benefit Plans and Trust Agreements as well as this Agreement, which govern the Trusts to which contributions and collections are required under this collective bargaining agreement, including any amendments to such documents heretofore or hereafter adopted, as if such documents were incorporated into and made a part of this Agreement, including but not limited to, the delinquency and collection procedures of the Plan and the requirements of ERISA. Specifically the Employers shall be liable

for the remedies under Section 502 (g) (2) of ERISA, including liquidated damages of 20%, in the event of entry of judgment against the Employer in an action to collect delinquent contributions. Without limitations to the foregoing, the individual Employer specifically acknowledges that he is aware of the requirements of the Delinquency Policy referred to in Section 15.04 setting forth the consequences of delinquencies and authorizing the Joint Industry Boards of Trustees to terminate the participation of any Employer for failure to comply with the Trust's rules.

Section 15.03. In addition to any different rules which may be established under any applicable Benefit Trust Agreements, any Employer who does not submit its Benefit Contributions in compliance with this Article XV of this Agreement shall be subject to the following action:

Because of the difficulty of determining the actual expense and damage to a Trust resulting when a weekly payment is delinquent, contributions shall bear interest determined by the Joint Industry Board. This is in addition to all other reasonable expenses incurred in connection with the delinquency.

Section 15.04. If the required contributions owed by a delinquent individual Employer to any or all of the Trusts are not received by the last day of the week in which they are due and payable, then in addition to the following, it shall not be a violation of this collective bargaining agreement for the Union to withdraw employees from the job or shop of such a delinquent Individual Employer.

- | | |
|----------------------------|---|
| 4 Weeks Delinquent | - Interest is charged in accordance with the Joint Industry Board's Delinquency Policy. |
| | - No Referral |
| 5 Weeks or more Delinquent | - Interest is charged in accordance with the Joint Industry Board's Delinquency Policy |
| | - Loss of Workers at 10% a day |

The members of the Joint Industry Board and the Trustees have adopted a delinquency policy that includes using the IRS §6621 rate for all delinquent contributions.

Section 15.05. The rights and remedies against a delinquent individual Employer as set forth above are not exclusive but are cumulative, and nothing in Article XV, shall in any way limit anyone's right to enforce the collection of contributions by any legal means.

Section 15.06. The individual Employer recognizes that each Trust has the right to audit its records to ascertain if it is making the proper contributions to the Trust. Costs of such audit will be paid as provided in the Trust Agreements.

ARTICLE XVI

CONTRACTORS WEEKLY PAYROLL REPORTS

Section 16.01. The Employer shall make out a contractor weekly payroll report known as a "Contractor Weekly Report" on forms provided, to be paid for by the Funds that use them, and to be furnished by the Joint Industry Board to the Employer, or by acceptable electronic transfer giving such information as may be called for by said Funds. These reports are to be written weekly.

Section 16.02. The term "total gross wages" as used herein is defined as the total wages (including overtime wages) paid with respect to hours worked by all classes of electrical labor; the term "standard gross wages" as used herein is defined as the total straight time wages (including the straight time portion of overtime wages) paid with respect to hours worked, for which a rate is established in the labor agreement where the business is transacted.

Standard gross wages also includes, but shall not be limited to, all compensation paid to an employee for vacations, holidays, sick days, personal time, non-accountable expenses, bereavement, personal time, performance incentives, commissions and bonuses, other than up to

two bonuses per year, unless specifically stated otherwise in this Agreement.

ARTICLE XVII

PENSION, HOSPITALIZATION, AND BENEFIT PLAN

Section 17.01. The Joint Industry Board shall administer the Pension, Hospitalization and Benefit Plan of the Electrical Industry. All Employers shall remit weekly, through the term of the Agreement, the following percentages of their standard gross wages to the Pension, Hospitalization and Benefit Plan:

Journeypersons on "A" rated work and "A" Technicians:

Effective May 8, 2008: 27.61% Plus \$3.00 per hour

Effective May 7, 2009: 27.61% Plus \$4.00 per hour

1st, 2nd, 3rd and 4th Year Apprentices and M Helpers:

Effective May 8, 2008: 34.43%

Effective May 7, 2009: 36.43%

MIJ, "M" Journeypersons, 5th Year Apprentices:

Effective May 8, 2008: 17.92%

Effective May 7, 2009: 19.92%

ARTICLE XVIII

DENTAL BENEFIT PLAN

Section 18.01. The Joint Industry Board shall administer the Dental Benefit Plan of the Electrical Industry. The Employers shall remit weekly, through the term of the Agreement, the following percentages of the standard gross wages to the Dental Benefit Plan:

Journeypersons on "A" rated work and "A" Technicians:

Effective May 8, 2008: 3.04%

1st, 2nd, 3rd and 4th Year Apprentices and "M" Helpers:
Effective May 8, 2008: 3.04%

MIJ, "M" Journeypersons, 5th Year Apprentices:
Effective May 8, 2008: 2.04%

ARTICLE XIX

ADDITIONAL SECURITY BENEFIT PLAN

Section 19.01. The Joint Industry Board shall administer the Additional Security Benefits Plan of the Electrical Industry.

ARTICLE XX

HEALTH REIMBURSEMENT ACCOUNT PLAN

Section 20.01. The Joint Industry Board shall administer the Health Reimbursement Account Plan of the Electrical Industry. The Health Reimbursement Account Plan shall allow participants to be reimbursed for medical expenses not covered by the Pension, Hospitalization and Benefit Plan up to the amount of their individual account balance. Employers shall contribute to the Joint Industry Board, through the term of the Agreement, with respect to the Health Reimbursement Account Plan on behalf of their employees as follows:

Journeypersons on "A" Rated work and "A" Technicians:
Effective May 8, 2008 \$ 4.00 Per Hour/No Cap

Apprentices and "M" Helpers:
2nd, 3rd, 4th Year:
Effective May 8, 2008 \$1.57 Per Hour/No Cap

MIJ, "M" Journeypersons:
5th Year Apprentices:
Effective May 8, 2008 3.88% of total gross wages (no cap)

Contributions will be credited to each employee's Health Reimbursement Account until the employee's account balance reaches the maximum account balance allowed by the Plan, as determined from time to time by the Joint Industry Board. When an employee's account balance reaches the maximum allowable amount, future contributions which would otherwise be payable to the Health Reimbursement Account Plan will instead be payable to the Deferred Salary Plan on the employee's behalf as an employer contribution. In accordance with the terms of the Health Reimbursement Account Plan, each employee's Health Reimbursement Account will be reviewed periodically. If during such periodic review, a participant's account balance is found to be below the maximum allowable account balance, the contributions will again be payable to the Health Reimbursement Account Plan on the employee's behalf until the maximum allowable account balance is reached, at which time again future contributions will be redirected to the Deferred Salary Plan as an employer contribution. This method shall be used to periodically replenish an employee's account balance in the Health Reimbursement Account.

ARTICLE XXI

VACATION HOLIDAY AND UNEMPLOYMENT PLAN

Section 21.01. The Vacation Holiday and Unemployment Plan of the Electrical Industry shall be amended to provide benefits on an individual account balance basis and the Joint Industry Board shall continue to administer the Vacation Holiday and Unemployment Plan of the Electrical Industry in accordance with the terms of the Plan. Employers shall remit weekly, through the term of the Agreement, the following percentages of the total gross wages (including overtime) or dollar amounts as hereafter defined to the Vacation Holiday and Unemployment Plan and credited to the participant's individual account only.

Apprentices and "M" Helpers:

1st, 2nd, 3rd, 4th Year:

Effective May 8, 2008

13% of the total gross payroll

MIJ, "M" Journeypersons and 5th Year Apprentices:

Effective May 8, 2008

\$2.50 per hour (no cap)

When it is determined by the Trustees of the Deferred Salary Plan that participants in the above Divisions can withdraw money from the employer contributions to the Deferred Salary Plan for vacations and holidays without restrictions, the contributions set forth above shall no longer be made to the Vacation Holiday and Unemployment Plan, but rather, the contributions set forth above shall be made to the Deferred Salary Plan.

Section 21.02. Pooled Fund. Effective May 8, 2008, Employers shall contribute .06¢ (six cents) per hour on behalf of each "A" Journeyperson and "A" Technicians to the Vacation Holiday Unemployment Plan's pooled fund. As a result of this contribution, effective May 7, 2009 each "A" Journeyperson and "A" Technician who is working for a contributing employer or unemployed but registered as available for employment shall be entitled to term life insurance coverage which is currently in the amount of \$50,000. In the event that the participant is not the employee of a contributing employer, or registered as available for work at the time of his/her death, the participant shall not be eligible for the life insurance coverage.

ARTICLE XXII

ANNUITY FUND

Section 22.01. The Joint Industry Board shall administer the Annuity Plan of the Electrical Industry. Employer shall make contributions to the Annuity Plan, through the term of the Agreement, as follows:

Journeypersons on "A" Rated Work and "A" Technicians:

Effective May 8, 2008 \$ 1.00 Per Hour

Effective May 7, 2009 \$ 1.50 Per Hour

Effective May 5, 2011 \$ 2.00 Per Hour

Apprentices:

1st, 2nd, 3rd, 4th Year Apprentices and "M" Helpers:

Effective May 8, 2008 \$ 2.00 Per Day

Effective May 5, 2011 \$ 4.00 Per Day

MIJ, "M" Journeypersons, "M" Helpers and 5th Year Apprentices:

Effective May 8, 2008 \$.90 Per Hour

Effective May 5, 2011 \$ 1.00 Per Hour

ARTICLE XXIII

EDUCATIONAL AND CULTURAL TRUST FUND

Section 23.01. The Joint Industry Board shall administer the Educational and Cultural Trust Fund established for educational, cultural, charitable, and philanthropic purposes. Employers shall contribute to the Educational and Cultural Trust Fund, through the term of the Agreement, based upon their employees' standard gross wages as follows:

**Journeypersons on "A" rated work, "A" Technicians,
1st, 2nd, 3rd and 4th Year Apprentices, and "M" Helpers**

Effective May 8, 2008 1.000%

**MIJ, "M" Journeypersons
5th Year Apprentices:**

Effective May 8, 2008 0.50%

The Fund in addition to its other functions, may grant eligible Journeyperson electricians and other participants an opportunity to attend educational courses conducted at Bayberryland and pay a sum up to six hundred twenty five dollars (\$625.00) for a one (1) week course of study at the satisfactory conclusion of their studies.

ARTICLE XXIV

JURY DUTY PLAN

Section 24.01. The Educational and Cultural Trust Fund will grant a maximum supplemental payment of eighty percent (80%) of an "A" rated Journeyperson or "A" Technician's daily wages for each day an "A" rated Journeyperson or "A" Technician's serves as a juror. To be eligible to receive this benefit, such Journeyperson or Technician, at the time of his or her jury service, shall be an active participant in the industry and have completed a prescribed course in "Citizenship Responsibility."

Other employees covered by this Agreement shall receive payment in a proportionate amount based on wages as determined by the Joint Industry Board.

ARTICLE XXV

JOINT INDUSTRY BOARD ADMINISTRATION

Section 25.01. The cost of the administration of the Joint Industry Board shall be borne by the Employers of the Industry, and shall for all purposes constitute an expense of doing business of the Employers under this Agreement. Employers shall remit weekly, through the term of the Agreement, the following percentage of their weekly standard gross payroll for all employees except "M", and "MIJ" Journeypersons:

Effective May 8, 2008

1.25%

The contribution is to be allocated as follows:

- | | | |
|-----|-----------------------------------|-------|
| (a) | Apprenticeship and Training Plan | 0.71% |
| (b) | Tool and Clothing Fund | 0.04% |
| (c) | Other Related Expenses | 0.25% |
| (d) | Benefit and Wage Delinquency Fund | 0.25% |

Plus such amounts as set forth in the Delinquency Fund's rules.

The Chairman of the Joint Industry Board shall have the authority to suspend contributions to the "Benefit and Wage Delinquency Fund" when, in his discretion, he determines that the amount in the "Benefit and Wage Delinquency Fund" is more than seventy percent (70%) of the average weekly payroll or the amount of the delinquency is less than forty percent (40%) of the amount in the Delinquency Fund and additional contributions are not necessary to protect the financial stability of the benefit plans, or at his discretion if additional funds are not needed. Any such suspension of the contributions will recommence upon notice from the Chairman at a Joint Industry Board meeting, however, if the Chairman determines that the contributions shall recommence, they shall not recommence for the "Westchester Fairfield Division" for one year after the contributions recommence for the employers who are a party to the New York City contract.

The contribution to the Joint Industry Board shall not be reduced by, or be paid in lieu of, any additional contribution required to be made pursuant to a national or area agreement unless specifically set forth herein.

ARTICLE XXVI

ELECTRICAL EMPLOYERS SELF INSURANCE SAFETY PLAN

Section 26.01. Every Employer agrees to be a member of and participate in the Electrical Industry's Self-Insurance Disability Plan through the Electrical Employers Self Insurance Safety Plan (EESISP). As participants in the above Plan, employees of the Employer shall receive up to one hundred seventy dollars (\$170.00) per week for twenty-six (26) weeks of disability benefits.

In those disabilities defined by the Executive Committee of the Electrical Employers Self Insurance Safety Plan, the weekly disability benefit rate shall be up to four hundred twenty dollars (\$420.00) per week which is over and above the disability benefits provided for under the New York State and Connecticut Disability Benefits Law.

The premium rate for disability benefits shall be one-half of one percent (0.50%) of the total gross wages, to adequately fund the statutory and supplemental disability benefits.

Section 26.02. If an individual who received Supplemental Disability Benefits has a recovery from a third party, the individual must reimburse E.E.S.I.S.P. for the total amount of all supplemental benefits as well as EESISIP's recoverable statutory lien.

ARTICLE XXVII

DEFERRED SALARY PLAN

Section 27.01. The Joint Industry Board shall administer the Deferred Salary Plan of the Electrical Industry. Employers shall contribute to the Plan on behalf of their employees as follows:

- a) **Deferred Wages:** All employees shall participate in the Plan by deferring a minimum of 1% of their total gross weekly wage. All deferred wages shall be forwarded weekly to the Joint Industry Board or such other entity designated by the Trustees of the Deferred Salary Plan to receive said deferred wages at the time periods established by the Plan Trustees and they shall be credited to the Participants' accounts.
- b) **Employer Contributions:** Effective as of May 8, 2008 Employers shall contribute to the Plan on behalf of all of its employees the following percentages of the total gross wages:
 - i.
 - a. Effective May 8, 2008 1%
 - b. Effective May 7, 2009 2.5%
 - c. Effective May 6, 2010 4.0%
 - d. Effective May 5, 2011 6.0%
 - and
 - e. Effective May 3, 2012 7.65%

- (ii) contributions otherwise payable to the Health Reimbursement Account Plan as provided above after the employee's account balance in the Health Reimbursement Account Plan reaches its maximum allowable amount, plus;
- (iii) when it is determined by the Trustees of the Deferred Salary Plan that participants in a specific Division can withdraw money for vacations and holidays from the employer contributions to the Deferred Salary Plan without restrictions, then all future contributions that were to be made to the Vacation Holiday and Unemployment Plan shall be made as an employer contribution to the Deferred Salary Plan.
- (iv) Effective May 8, 2008 for "A" rated Journeypersons and "A" Technicians, 13% of the total gross wages in lieu of a contribution to the Vacation Holiday Unemployment Plan.

All deferred wages shall be paid weekly, the same time as the weekly paycheck.

When an individual attains the IRS designated maximum contribution for that year the mandatory individual one (1%) percent contribution shall cease, after notification by the 401K Fund.

ARTICLE XXVIII

BOND

Section 28.01. The Union, at its sole discretion may require an Employer signing an initial Letter of Assent, or Employers who have been declared "Delinquent Employers", to furnish a surety bond in an

amount equal to two (2) month's projected payroll or \$25,000, whichever is greater, for the purpose of guaranteeing the payment of all wages and fringe benefits covered by this Agreement. A copy of said bond shall be filed with the Union, the Westchester/Fairfield Division Office and the Joint Industry Board of the Electrical Industry.

Section 28.02. The Principals of any Employer not affiliated with the New York Electrical Contractors Association guarantee payment of contributions to the Joint Industry Board of the Electrical Industry or to any of the benefit funds included in this Agreement. In addition to the guarantee of payment, each non-affiliated Employer shall remit weekly an amount equal to one percent (1%) of their weekly gross payroll covering all employees under this Agreement to the Joint Industry Board Wage and Benefit Delinquency Fund up to each employer's maximum annual contribution of \$50,000, which account shall be drawn upon in the event of a default by an employer who contributes to this Account. This contribution shall continue even if the Chairman suspends the .25% contribution to the Wage and Benefit Delinquency Fund.

An Employer's requirement to contribute as set forth above, shall not limit the employer or its principals' obligation to pay all contributions and wages owed.

ARTICLE XXIX

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 29.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purpose of this Fund include the following:

- a. to improve communication between representatives of labor and management;

- b. to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- c. to assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- d. to study and explore new ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- e. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- f. to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- g. to engage in research and development concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- h. to engage in public education and other programs to expand the economic development of the electrical construction industry;
- i. to enhance the involvement of workers in making decisions that affect their working lives; and
- j. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 29.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled

to participate in the National Labor-Management Cooperation Committee, as provided in said Agreement and Declaration of Trust.

Section 29.03. Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The New York Electrical Contractors Association, Inc., shall be the collection agent for this Fund.

Section 29.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollar (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XXX

HOLIDAYS

Section 30.01. Reporting for work on Sunday shall be paid at the rate of double time. Reporting for work on the following Holidays: New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, Harry Van Arsdale Jr.'s Birthday which shall be celebrated on the day after Thanksgiving and Christmas Day, shall be paid at the rate of time and one half. If any of the holidays fall on a Saturday, the holiday shall be held on the preceding Friday, and if a holiday falls on a Sunday, the following Monday shall be considered

the holiday. No work is to be performed on those days unless permission is granted by the Union Business Representative.

Additionally, work performed on one and two family houses and also emergency work on Holidays shall be at the rate of time and one-half.

Section 30.02. No work shall be performed on Labor Day excepting in case of extreme emergency. Emergency work shall be defined to include only the repair or the replacement of parts or equipment causing an interruption of service to existing wiring systems.

ARTICLE XXXI

VACATION

Section 31.01. All participants working under the terms of this Agreement shall be eligible for vacation after (1) year and required each calendar year April 1 to March 31 to take a mandatory (2) two weeks of vacation which shall consist of seven consecutive days (Monday thru Sunday). Participants who have worked for or have been unemployed and available for work for contributing employers as of April 1st:

7 Years Service or more shall be granted (1) optional vacation week
15 Years Service or more shall be granted (2) optional vacation weeks
25 Years Service or more shall be granted (3) optional vacation weeks
with the mutual consent of the Employer and the employee.

ARTICLE XXXII

WAGES

Section 32.01. The minimum hourly rate for "A" Rated work shall be:

JOURNEYPERSONS AND "A" TECHNICIANS:

May 8, 2008 to May 6, 2009	\$44.75
May 7, 2009 to May 5, 2010	\$45.75
May 6, 2010 to May 4, 2011	\$47.75
May 5, 2011 to May 2, 2012	\$48.75
May 3, 2012 to April 24, 2013	\$50.75

APPRENTICES AND "M" HELPERS: May 8, 2008

1st Year Apprentice	\$13.75
2 nd Year Apprentice	\$16.55
3 rd Year Apprentice	\$18.65
4 th Year Apprentice	\$20.60
5th Year Apprentice (MIJ)	\$25.30

It is hereby agreed that the Union shall unilaterally have the authority to reallocate the wages and/or contribution payments to Funds required to be made under this Agreement.

If any changes are made re: workweek, shorter hours by the State or Federal Government before this Agreement expires, the weekly pay shall remain the same.

ARTICLE XXXIII

SHIFT WORK

Section 33.01. When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workers on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workers on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours work.

The third shift (graveyard shift) shall work between the hours of 12:30 A.M. and 8:00 A.M. Workers on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work.

A lunch period of thirty minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

Section 33.02. Rates of Pay for Shift Work. The hourly rate of pay for "A" rated shift work shall be as follows:

JOURNEYPERSON AND "A" TECHNICIAN:

<i>Effective</i>	<i>Shift</i>		
	<u>First</u>	<u>Second</u>	<u>Third</u>
May 8, 2008 to May 6, 2009	\$44.75	\$52.51	\$58.81
May 7, 2009 to May 5, 2010	\$45.75	\$53.69	\$60.13
May 6, 2010 to May 4, 2011	\$47.75	\$56.03	\$62.75
May 5, 2011 to May 2, 2012	\$48.75	\$57.21	\$64.07
May 3, 2012 to April 24, 2013	\$50.75	\$59.55	\$66.70

APPRENTICES AND "M" HELPERS:

	<u>First</u>	<u>Second</u>	<u>Third</u>
<i>Effective May 8, 2008</i>			
1st Year Apprentice	\$13.75	\$16.14	\$18.07
2nd Year Apprentice	16.55	19.42	21.75
3rd Year Apprentice	18.65	21.89	24.51
4th Year Apprentice	20.60	24.17	27.07

There shall be no requirement for a day shift when either the second or third shift is worked.

Manpower on the second shift or third "graveyard" shift shall equal a minimum of 25% of the manpower on the day shift. The day shift

shall remain at a seven hour shift if the 25% manpower requirement is not attained.

The percentage variation may be approved mutually by the Union and the Westchester/Fairfield Division office when job conditions warrant.

ARTICLE XXXIV OVERTIME

Section 34.01. No overtime shall be worked except when prior notice for such has been given to the Local Union office. Continued scheduled overtime must be authorized by the Business Manager's office.

Section 34.02. On any job where it is required to work overtime, preferential employment on such job overtime shall be given to workers employed on that job during the regular working hours. Workers shall not be transferred from one job to another for the purpose of working overtime unless those presently on the job are working overtime and additional workers are needed. Prior notice will be given to the Local Union Business Representative in each case.

ARTICLE XXXV

THE EMPLOYMENT COMMITTEE AND EMPLOYMENT PLAN

Section 35.01. There shall be a Westchester/Fairfield Employment Committee consisting of three Employers and three Union representatives designated by the Parties to this Agreement. They shall be granted the authority to continuously review the activities, records and reports of the Employment Plan as administered by the Employment Department of the Joint Industry Board.

Section 35.02. The Westchester/Fairfield Employment Plan of the Electrical Contracting Industry, as amended in 2008 and from time to time thereafter, shall remain in effect as part of this Collective Bargaining Agreement.

Section 35.03. The Westchester/Fairfield Employment Plan shall contain the provisions of the Furlough Plan including when and how the Furlough Plan is in effect.

Section 35.04. The Furlough period established in the Employment Plan shall be determined by the Westchester/Fairfield Employment Committee based on the employment report submitted at the monthly Joint Industry Board meetings.

ARTICLE XXXVI

HIGH WORK

Section 36.01. On a job where employees are required to work on bridges over navigable waters (except paved roadway surfaces), transmission towers, light poles, Bosun chairs, swinging scaffolds, etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one half for such work except on normal pole line or building construction work.

Section 36.02. Whereas, a differential above the regular hourly rate has been paid to all electrical workers on maintenance at Raceways, after the regular scheduled hours of work as stipulated in Article LIII, Section 53.01, since the opening date of the 1950 racing meet at Yonkers Raceway, the undersigned hereby agree that this differential shall be maintained for the duration of the existence of electrical maintenance employment at Raceways in the jurisdiction of the Union.

ARTICLE XXXVII

EXPENSES

Section 37.01. Any Employee directed to work on any job outside the jurisdiction of the Union shall do so under the following conditions:

They shall receive traveling expenses to and from the place where the work is located for as many trips as they are directed by the Employer to make.

Section 37.02. If directed to board where work is located they shall be paid the actual expenses incurred for their room and board.

Section 37.03. All traveling time during the regular working hours shall be paid for at the straight time rate.

Section 37.04. When traveling outside the regular working hours where berth is to be provided, straight time not exceeding a total of seven hours for any one day shall be paid.

Section 37.05. The wage rate provided in this Agreement shall prevail, except when a higher rate prevails in the jurisdiction where the work is located, then the higher rate shall be paid.

ARTICLE XXXVIII

METHOD OF PAYMENT

Section 38.01. Effective May 8, 2008 wages shall be paid weekly in United States currency or by check drawn from a bank within the geographical area of the IBEW, Local 3 either on the job or at the office of the Employer on Mondays, except when a holiday falls on a Monday, then payday becomes Tuesday, on or before 3:30 P.M. for the Inside Wiremen and 4:30 P.M. for the Teledata Division Employees shall be paid for all work performed up to and including the preceding Wednesday to 4:00 P.M. for the Inside Wiremen and 5:00 P.M. for the Teledata Division Not more than three (3) days wages shall be withheld by the Employer in any one week and when three days pay has been withheld, it must be paid within the following week.

A pay voucher showing gross wages, itemized deductions, contributions and net amounts due to be paid shall be issued to each employee, at the time they receive their wages. This voucher can be a

check stub or separate sheet showing the employee's weekly payroll contributions and deductions with the following information:

Employer Name:	<u>Contributions to:</u>
Payroll Week Ending:	Annuity (per day)
Employee Name:	Health Reimbursement Account
	Deferred Salary Plan
Gross Wages:	Vacation/Holiday/Unemployment Plan
Net Wages:	<u>Deductions for:</u>
	Deferral To Deferred Salary Plan
	Loan Repayments to the Deferred Salary Plan
	Local #3 Dues Assessment
	COPE
	Educational & Cultural Loan Repayment
	Local No. 3 Loan Fund Certificate
	Local No. 3 Loan Fund Repayment
	Elektra Federal Credit Union

Section 38.02. FEDERAL AND STATE WITHHOLDING TAXES

– Employers are required to withhold all applicable federal, state and local taxes as required by law.

ARTICLE XXXIX

SHOW-UP TIME

Section 39.01. When workers report to the shop for work, they shall be paid two hours wages and transportation expenses, unless the Employer has notified them not to report on the evening previous.

Section 39.02. No worker shall be employed for a period of less than four (4) continuous hours.

Section 39.03. The Employer shall not loan or cause to be transferred workers in his/her employ to any other Employer.

ARTICLE XL

CONDITION OF EMPLOYMENT

Section 40.01. All Employees covered by this collective bargaining agreement shall, as a condition of employment, be or become members of the Union on the 11th day following the beginning of their employment. All employees who are or become members of the Union shall remain members of the Union during the term of this Agreement as a condition of employment.

Section 40.02. When the Employer requests workers from the Union and fails to employ such workers, such workers shall be paid two (2) hours wages and transportation expenses unless the Employer cancels such request before the workers are sent.

ARTICLE XLI

LAYOFFS

Section 41.01. When workers are discharged or laid off, they shall be allowed one hour before quitting time to gather tools and other personal belongings and shall immediately be paid off all wages due. In the event the employee is not paid off, waiting time at the regular rate will be charged until payment is made. When workers are fired, wages due shall be mailed to their last known address by the next regular payday. In the event of a layoff, the Employer shall, if possible, notify the Local Union office and furnish a list of person or persons 48 hours prior to the said layoff. When an employee is terminated, he/she shall be given a slip stating reason for such termination. This slip shall be furnished by the Joint Industry Board in quadruplicate with a copy being forwarded to the Joint Industry Board and the office of the Westchester/Fairfield Division.

ARTICLE XLII

TRANSPORTATION

Section 42.01. When the Employer furnishes transportation to and from jobs anywhere within the jurisdiction of the Union, vehicles used for transportation shall be suitably enclosed to afford protection from inclement weather.

Section 42.02. When the Employer furnishes transportation, workers shall report to the shop by 8:00 A.M. for transportation unless the starting time has been changed upon notification by the Contractor and agreement of the Union, and shall return to the shop not later than the designated quitting time.

Section 42.03. When transportation is not furnished by the Employer, workers shall report to the jobsite ready to work at 8:00 A.M. and shall remain at work until the regular quitting time unless otherwise ordered by the Employer.

Section 42.04. Employees are not permitted to use their own automobiles to go from shop to job, job to job, job to shop or to transport any contractor's materials or contractor's tools in their own automobiles, or use a motor vehicle or personal cell phones in any manner considered by the Union to be against the best interest of the workers.

For Emergency Service calls only, employees will be permitted to use their own autos to go from job to job once per day and shall be paid \$11.00 plus Tolls and Parking Expenses, if applicable. Workers doing so are to advise the Local Union office between the hours of 4:00 and 5:00 P.M. This provision, however, does not require an electrician to own or drive a car as a condition of employment.

Section 42.05. Workers are to be responsible for transporting their own personal tools except during the normal workday.

ARTICLE XLIII

STEWARDS

Section 43.01. Employers recognize that the Union has the right to appoint a steward to any job where workers are employed under the terms of this Agreement.

The Employer shall be timely notified when a Steward is to be appointed to a job. The Steward shall be a productive employee of the Employer's workforce and can be fired for cause, but shall not be discriminated against by the Employer for the performance of their duties as a Union Steward. The layoff of a Steward will be accomplished by the Employer or his representative after consultation with the Joint Committee, consisting of the following: the Union Representative and Westchester/Fairfield Division Representative. The findings of this Committee will be binding.

An identification label known as "Union Job Label" furnished by the Union, shall be placed on all building construction or alteration jobs within the jurisdiction of the Union. Stewards shall be in charge of such labels.

ARTICLE XLIV

FIBER OPTICS

Section 44.01. All installations and terminations of fiber optic cables shall be done by electricians or technicians under the scope of this Agreement. Also, data cable, and laser, and all systems covered under the National Electric Code.

ARTICLE XLV

WORK JURISDICTION

Section 45.01. The jurisdiction of Local Union No. 3, I.B.E.W., AFL-CIO shall be recognized as one covering:

- (a) The manufacturing, assembling, construction, installation or erection, repair or maintenance of all materials, equipment, apparatus and appliances required in the production of electricity and its effect.
- (b) The operation, inspection and supervision of all electrical equipment, apparatus, appliances, or devices by which the energy known as electricity is generated, utilized and controlled.
- (c) The manufacturing, assembling, construction, installation or erection, repair or maintenance of all materials, equipment, apparatus, appliances and tools required in the transmission of data, voice, sound, video and other emerging technologies (including fiber optics, high speed data cable, photo voltaic, solar, fuel cell, wind, hydro and geothermal, etc.).
- (d) The installation and preparation of raceways and supports of any conductor that may carry current of any means, such as but not limited to wire, light or sound to the completion of any system including but not limited to cells, data, video or voice. This work shall include but not be limited to all welding, splicing, instrumentation testing or any other support methods of specialty skills needed to complete any type of job.
- (e) The manufacture, assembly, construction, installation, alteration, erection, integration and repair or maintenance of sustainable design systems (green technology) which collect, convey, convert or manipulate energy for the purpose of providing light, power, control or communications in a manner that conserves, enhances or promotes a healthy environment.

Section 45.02. Local 3 shall perform all work involved but not limited to, the preparation and installation of raceways and of all

electrical systems including support networks and various associated specialties. All work performed on elevators that do not pertain to the direct movement of the car. This work to be installed as per the guidelines of the I.B.E.W. Constitution and The Plan for the Settlement of Jurisdictional Disputes.

ARTICLE XLVI

INTERPRETATION

Section 46.01. For the purpose of enforcing this Agreement, the Business Manager shall be responsible for the interpretation of all clauses in this Agreement. However, this does not deny the right of the Employer to an appeal in the manner provided for in the Agreement.

ARTICLE XLVII

POWDER ACTUATED TOOLS

Section 47.01. The use of powder-actuated tools shall comply with all OSHA Safety regulations, and in addition, all manufacturers' recommendations for personal safety and use of tool shall be followed.

Training classes shall be given for proper maintenance as well as safe and proper use by a qualified representative of the manufacturer. The Employer will make arrangements for classes.

Apprentices shall be exempt from the use of powder-actuated tools until satisfactory completion of manufacturer training and written certification thereof. In addition, the use of these tools by apprentices and journeypersons shall be voluntary.

ARTICLE XLVIII

NATIONAL ELECTRICAL CODE

Section 48.01. Workers shall install all electrical work in full accord with municipal rules, and the regulations of the National Electrical Code in place at the time, also the contract specifications, and in a safe and workmanlike manner. All temporary cords and wiring must be 3-wire and polarized for the safety of all workers using the equipment. All portable tools shall be polarized as required by the State Law and the National Electrical Code.

ARTICLE XLIX

SAFETY

Section 49.01. Trucks are to have proper signal lights, brakes in good repair, etc. and applicable state inspection and registration stickers. This is the complete responsibility of the Employer

Section 49.02. The Employers and the Union agree to increase safety awareness and education. The parties agree to participate in a training program for the purpose of training Forepersons, General Forepersons, Senior Technicians, Master Technicians and Superintendents with reference to all safety matters pertaining to operations and the progress of an electrical installation. These classes will be administered through the JATC.

ARTICLE L

SUBSTANCE ABUSE POLICY

Section 50.01. The parties recognize the customer's and Employer's right to adopt a Substance Abuse Policy. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before it is implemented by the Employer.

ARTICLE LI

REFERRAL PROCEDURE

Section 51.01. The Employers and the Union mutually agree that the Joint Industry Board of the Electrical Industry will administer a referral system for the Westchester/Fairfield jurisdiction of the Union and the New York Electrical Contractors Association, Inc., Westchester/Fairfield Division.

The Employer shall have the right to reject any applicant for employment.

Section 51.02. The Westchester/Fairfield Employment Plan Committee:

- a. The Westchester/Fairfield Employment Plan Committee shall include three (3) Employer Representatives and three (3) Union Representatives; each designated by their parties to this Committee.
- b. The Westchester/Fairfield Employment Plan Committee shall adopt a Plan consisting of the rules, regulations and procedures governing the establishment and operation of a non-exclusive Employee Referral Plan administered by the Joint Industry Board of the Electrical Industry and its Employment Department.
- c. The Westchester/Fairfield Employment Plan Committee shall review the activities, records and reports of the Westchester/Fairfield Employment Plan.
- d. The Westchester/Fairfield Employment Plan, effective as of May 8, 2008 as amended from time to time, is a part of this Collective Bargaining Agreement.

ARTICLE LII

SEPARABILITY CLAUSE

Section 52.01. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

PART B – INSIDE WIREMEN

ARTICLE LIII

WORK RULES FOR INSIDE WIREMEN

The following Working Rules shall be part of this Agreement:

Section 53.01. Effective May 8, 2008 seven (7) hours shall be the workday between the hours of 8:00 A.M. and 3:30 P.M., except as otherwise provided for herein, Monday through Friday inclusive. All jobs start and end the workday at the Employer's designated work area at each job site. Lunch shall be between the hours of 12 noon and 12:30 P.M. However, if the job starts at 7:00 A.M., the lunch break may be from 11:00 A.M. to 11:30 A.M. The workweek shall consist of five (5) days, thirty-five (35) hours.

Section 53.02. The workweek of Journeypersons shall commence on Wednesday at 3:31 P.M. and end the following Wednesday, 3:30 P.M. The employee shall be prepared for work for the full period of the workday in effect. Failure to adhere to the hours of work shall be cause for termination. An Employer shall not hire any individual who is not available for work each working day, for the full period of each workday. The employer shall terminate an employee who fails to adhere to the hours of work.

Section 53.03. In order to increase efficiency, at the written request of an Employer and agreement by the Union, the workday on specific jobs may be shifted from 8:00 A.M. to 7:00 A.M. at straight time.

Any other variation of a standard workday shall be submitted by written request to be agreed upon by the Union and the Westchester/Fairfield Division office.

Section 53.04. All work performed before 8:00 A.M. and after 3:30 P.M., Monday through Friday and any time on Saturday, will be paid at the rate of time and one-half except as described in Section 53.03 above.

Section 53.05. The following workplace rules have been agreed to:

- a) Pre-terminated 25 foot fiber cables may be used.
- b) Pre-terminated 25 foot coax cables may be used.
- c) Equipment vendor technicians can assist in directing final termination, programming and adjusting equipment as well as performing troubleshooting necessary to commission the vendor's system.
- d) Racks with components and terminated cables may be used.
- e) Factory manufactured knockouts are permitted.

ARTICLE LIV

WORK DUTIES FOR INSIDE WIREMEN

Section 54.01. The repairing of appliances and equipment which use electricity for light, heat, power or communication, when repairs are made in the shop of the Employer, shall be made under the terms of this Agreement.

Section 54.02. A Journeyperson shall be required to make any necessary corrections in workmanship, when so decided by the Union, for which they are responsible, on their own time during the regular working hours.

Section 54.03. On all jobs or in any shop employing four (4) or more workers at least one such worker fifty years of age or over shall be employed for each four (4) Journeypersons so employed.

Section 54.04. All rack work in connection with lighting and power transformers, as well as secondary wiring and connections to transformers, switchboard wiring, control wiring of all types, erecting and bus bar work, and the assembling, wiring and hanging of all electric or combination fixtures shall be done by electrical workers.

Section 54.05. The manufacture, assembling, construction, installation or erection, repair or maintenance of all materials, equipment, apparatus and appliances required in the production of electricity and its effects. The operation, inspection and supervision of all electrical equipment, apparatus, appliances, or devices by which the energy known as electricity is generated, utilized and controlled shall be covered under the scope of this Agreement.

Section 54.06. The installation, preparation, raceways and supports of any conductor that may carry current of any means, such as but not limited to wire, light or sound to the completion of any system including but not limited to cells, data, video or voice. This work shall include but not be limited to all welding, splicing, instrumentation testing or any other support methods of specialty skill needed to complete any type of job.

Section 54.07. The manufacturing, assembling, construction, installation, alteration, erection, repair or maintenance of all materials, equipment, apparatus and appliances required in the transmission of data, voice, sound, video and other emerging technologies (including fiber optics, high speed data cable, etc.)

Section 54.08. The manufacturing, assembly, construction, installation, alteration, erection, integration and repair or maintenance of sustainable design systems (green technology) which collect, convey, convert or manipulate energy for the purpose of providing light, power, control or communications in a manner that conserves, enhances or promotes a healthy environment.

Section 54.09. The work referred to in these working rules consists of the installation of all electrical distribution systems and apparatus which use electricity for power, light, heat or communication and includes the installation and fabrication of all such devices as are made necessary by these installations.

Section 54.10. The cutting and channeling of masonry for the installation of electrical conduit is specifically a part of the electrical work of installing distribution systems. The Employer has the option of subcontracting saw cutting of solid concrete foundation walls and shall be allowed to use core drilled pilot holes for saw cutting solid concrete foundations.

ARTICLE LV

TOOLS, CLOTHING & EQUIPMENT

Section 55.01. The Employer shall furnish the following tools and such other tools as are required by the employee, but where there is a question arising regarding the safety of tools or equipment, same shall be referred to the Labor-Management Committee for adjudication:

Star drills and all drills for inserts, shields or anchors used by the Employer; all bits, bending tools - stock and dies; fishes, vises, safe ladder; testing outfits; reamers over 1" and all box cutters; flashlight batteries; compass and hack saw blades; all machine drills and taps; all wrenches except pipe wrenches 14" or less in length; oil, gasoline and alcohol; brick and masonry chisels.

The Employer's tools and equipment shall be given the same consideration by the employees as they would their own tools.

Section 55.02. In addition to appropriate footgear and work clothes, all Journeypersons and Apprentices shall provide themselves with at least the following tools in a lockable toolbox containing:

1-Electrician's Knife
1-16 oz. Claw Hammer

2-Flat Blade Screwdrivers-8" Largest
1-Keyhole Saw Handle

1-Phillip's Screwdriver
 1-9" Torpedo Level
 1-Pair Channel Lock Pliers-8"
 1-12" Square
 1-Pair Lineman Pliers-8"
 1-6 Foot Folding Rule (Readable)
 1-Pair Diagonal Pliers-6"
 1-Scratch Awl
 1-Pair Long Nose Pliers-6"

1-Center Punch
 1-Crescent Wrench-10"
 1-Plumb Bob
 1-Pair Wire Strippers
 1-Flashlight
 1-Hacksaw Frame
 1-Leather Pouch
 1-Tap Wrench Handle
 1-Wiggins Style Tester

Apprentices shall supply themselves at least with the following tools in a lockable toolbox containing:

1-Electrician's Knife
 1-Hacksaw Frame
 2-Flat Blade Screwdrivers-8" Largest
 1-16 oz. Claw Hammer
 1-Pair Channel Lock
 1-Pliers-8"

1-9" Torpedo Level
 1-Pair Lineman Pliers-8"
 1-Six Foot Folding Rule (Readable)
 1-Pair Diagonal Pliers-6"
 1-Leather Pouch
 1-Pair Wire Strippers

Section 55.03. Where employees are required to work during inclement weather or adverse conditions, they shall be provided by the Employer with proper clothing and equipment for their protection such as rain coats, rain hats, hard hats, boots, and rubber gloves.

Section 55.04. The individual Employer shall furnish suitable lockers or chests for storage of workers' clothing and tools. In the event of loss by fire or theft, it is agreed that the claims to be paid be limited as follows providing an affidavit is submitted in support of claims of loss. This affidavit to be submitted to the Joint Industry Board Tool and Clothing Fund:

Overcoat	up to	\$250.00
Tools	up to	350.00
Clothing	up to	250.00
Shoes	up to	150.00

The Foreperson of the job shall be responsible for the selection of a suitable locker. In the event the locker furnished or selected by the Foreperson is considered unsatisfactory by any other employee, such employee shall notify the Foreperson at once, otherwise no responsibility shall attach to the Employer. The suitability of the locker, if questioned, shall be determined by the Business Representative of the Union. In order to affix the responsibility for the amount of loss by fire or theft, it shall be the duty of the Foreperson in charge of the work to obtain from the employees when reporting such loss, a list and the value of the property, which shall be verified by affidavit.

ARTICLE LVI

FOREPERSON

Section 56.01. Foreperson Pay

It is agreed that the following schedule and rate of pay per hour above journeyperson's rate of pay be established for the employment of General Forepersons and Forepersons according to the number of Journeypersons employed on a particular job.

	<u>Rate of Pay</u>	
	Foreperson	General Foreperson
Effective May 8, 2008 To April 24, 2013	4% above "A" Rate	8% above "A" Rate

Section 56.02. Number of Forepersons on a job.

On jobs having three (3) Journeypersons including themselves, there shall be one (1) Foreperson. When there are eight (8) Journeypersons working on a job, the Foreperson's title changes to General Foreperson; eleven (11) Journeypersons -General Foreperson and one (1) Foreperson; sixteen (16) Journeypersons -General Foreperson and two (2) Forepersons; (24) Journeypersons, General Foreperson and three (3) Forepersons. After the twenty-fourth (24th) Journeyperson is employed, for every 10 Journeypersons employed thereafter, there

shall be an additional Foreperson employed. It is further agreed that when a General Foreperson is employed on a particular job for a period in excess of fifteen (15) working days total, his/her rate of pay shall continue until substantial completion of the job.

Section 56.03. Foreperson Duties

All jobs requiring three (3) or more workers shall have a Foreperson. A Foreperson is a worker in charge of, or laying out of work for three or more employees, including the Foreperson, on one active job. The Foreperson shall be a Journeyperson and shall be responsible to the Employer for the job placed in their charge. The Foreperson shall receive orders from the Employer or from the Superintendent and shall have direction of workers under them. They shall be responsible for all work installed and the Employer's interpretation of the Agreement Work Rules.

Job forepersons shall not act in such capacity on more than one job at a time.

Where a Foreperson is not required under these rules, the Employer shall designate on each job a Journeyperson who shall be responsible for and be in charge of the job.

Section 56.04. Foreperson Requirements

All Forepersons must complete the OSHA-10 and NFPA 70E training class within three (3) years. All General Forepersons must complete the OSHA-30 and NFPA 70E training class within three (3) years.

Each Foreperson and General Foreperson in charge of a project must submit weekly Foreperson Reports to the Union.

ARTICLE LVII

SUPERINTENDENT

Section 57.01 Each employer who employs 53 or more employees must hire a Superintendent.

Section 57.02 In order to assure conditions of safety and efficiency on all electrical installations, it is agreed that every individual Employer who hires or replaces a Superintendent shall employ a Local 3 "A" Journeyperson as Superintendent and they shall receive all benefits and wages under this Agreement for Journeypersons effective May 8, 2008.

ARTICLE LVIII

APPRENTICE INSIDE WIREMEN

This section is in addition to Article 12 of this Agreement entitled "Apprenticeship and Training" and applies only to apprentices in the Inside Wiremen Division.

Section 58.01. The Union, supporting its policy of cooperation with Employers' efforts to modify the cost of electrical work in commercial, industrial and residential properties will authorize the Committee to try to make available apprentices on the following basis:

Section 58.01(a). One Apprentice to each Journeyperson on all commercial, industrial and residential jobs up to \$10,000.00.

Section 58.01(b). One Apprentice to each Journeyperson on all individual one, two, three and four family houses.

Section 58.01(c). The Committee shall allow each qualified Employer a ratio of one Apprentice to three Journeypersons (Journeymen or Journeywomen) or fraction thereof on new construction and alteration work. This ratio is to be interpreted to

allow the following Apprentice to Journeyperson relation on any job or in any shop as shown below:

APPRENTICE RATIO

1 Apprentice	1 Journeyperson
1 Apprentice	2 Journeypersons
1 Apprentice	3 Journeypersons
2 Apprentices	4 Journeypersons
2 Apprentices	5 Journeypersons
2 Apprentices	6 Journeypersons
3 Apprentices	7 Journeypersons
etc.	

Section 58.02 Effective May 8, 2008 in order for an MIJ to qualify to be promoted to the status of an "A" Journeyperson, the MIJ must successfully complete the test for the E2 Connecticut Electrician's license.

ARTICLE LIX

TEMPORARY LIGHT, HEAT & POWER

Section 59.01. Effective May 6, 2010 where wiring systems and equipment are required for lighting, heat, power, including the repair, relocation and adjustment of existing stringers during the period of construction of a building, these systems and equipment shall be installed, maintained and operated by I.B.E.W. electrical workers. The maintaining of temporary light and power prior to 8:00 A.M. and after 3:30 P.M., shall be as follows: During the five day work week, Monday through Friday the Contractor is allowed one hour per day, using up to two (2) Journeyperson(s) only, at straight time with the flexibility of dividing the use of this hour for AM or PM or both. Up to two (2) Journeypersons may work holidays up to eight (8) hours at the rate of straight time. If up to two (2) journeypersons are employed on temporary light and power, they will be allowed to also perform productive work, however, the employer will only be required to contribute to the defined contribution plans and the NEBF for such time worked on temporary light and power. This section does not

apply if more than two (2) journeypersons are working. Saturday will be paid at the rate of time and one-half. Sundays will be paid at the rate of double time.

Local Union No. 3, I.B.E.W. does not relinquish the electrical work and maintenance of temporary light and power to any other trade. However, no maintenance of temporary light and power will be required when there are six (6) or less building tradespersons utilizing the temporary power. All work installed for light, heat and power shall be installed in a workman like manner and maintained in such manner for the duration of such light, heat and power. Risers shall be in conduit from floor to floor and safety fused switches shall be installed on each floor for light, heat and power supply. All open wiring shall be supported by insulators as required. No extensions shall be over 50 feet from the supply except by permission of the Local Union.

There will be a (2) two-year moratorium for temporary light and power for all jobs as of May 8, 2008.

Prior to May 6, 2010, all temporary light and power will remain at the request of the customer.

ARTICLE LX

TEMPORARY HEAT

Section 60.01. All maintenance of feeders, sub-feeders and wiring of electrical equipment for heating of buildings shall be paid for at the regular hourly rate for the first 40 hours of testing. After the initial 40 hours they shall be paid straight time plus fifty percent, or time and one-half. Temporary Heat maintenance on shift work will not be recognized unless five-8 hour shifts are established on the job per week. Maintenance of feeders, sub-feeders and wiring of electrical equipment for heating of buildings shall be maintained until the permanent wiring for the heating unit itself is installed. No other permanent wiring is required.

There will be a two (2) year moratorium for temporary heat for all jobs as of May 8, 2008

Prior to May 6, 2010, Temporary Heat will remain at the request of the customer.

ARTICLE LXI

OIL – O - STATIC

Section 61.01. All Oil- O - Static and Capillary Oil feeder and affiliated equipment, welding, handling, transporting, fitting, etc., and all parking lots, stadiums and all distribution on private property from the last Con Edison connection at the street or right of way shall be done by electricians working in the scope of this Agreement.

ARTICLE LXII

SOLAR ENERGY

Section 62.01. All handling, installing, wiring and maintaining of Solar Energy and wind generation shall be done by electricians in the scope of this Agreement.

ARTICLE LXIII

WATER, SEWER, SUBWAY & TUNNEL WORK

Section 63.01. All electrical work, temporary and permanent, associated with the construction of water, sewer, subway or other tunnel work, including work above ground, buildings, head frames, battery sheds and sources of power and all electrical work in shafts leading to a tunnel and all electrical work in said tunnel either temporary or permanent, as performed on all other tunnel work in the Union jurisdiction shall be covered under the scope of this Agreement.

ARTICLE LXIV

SAFETY RULES

The following Safety Rules shall be part of this Agreement:

Section 64.01. No one shall be required to work on live switchboards or live electrical equipment, except in compliance with OSHA standards. On live work 440 volts or more, not less than (2) "A" Journeypersons must be employed.

Section 64.02. All ungrounded branch circuit and feeder conductors operating at a nominal voltage of 277/480 volts that extend beyond the service equipment in buildings shall be identified whenever accessible or visible by the colors Brown, Orange, Yellow (BOY) by color of wire, marking tape, etc., for three phase circuits and any appropriate combination of these colors for single phase circuits.

Section 64.03. All journeypersons must take the OSHA-10 training class.

Section 64.04. No one shall be required to work on live switchboards or live electrical equipment in excess of 220 volts, except in extreme emergencies. Refer to Section 64.01 above.

Section 64.05. All Forepersons will be held responsible for the safety of their workers and to see that all safety equipment and requirements are met, also to see that all foul weather gear is available to the workers when needed. They will also make sure that a warm and safe place for the workers to eat and store tools is available.

ARTICLE LXV

"M WORK"

Section 65.01. Journeyperson Inside Wireperson, Inside Apprentices, "M" Journeypersons, and "M" Helpers shall be given the opportunity to work on "M WORK" Work, as described herein, and

shall be referred in accordance with the accepted referral procedures contained elsewhere in this Agreement. Only those members referred in this manner will be permitted to be employed under this article.

Section 65.02. The changes contained in this Article and Sections deal only with the work contained in the scope of work found later herein. Any subject not specifically addressed in this Article shall be referred to the language found in the preceding Articles and Sections of this document, which shall prevail.

SCOPE

Section 65.03. The work to which the following Article and Sections apply is described as follows:

- (a) All Service Stations
- (b) All free standing fast food restaurants. Free standing shall mean those that are not an integral part of any other structure.
- (c) All strip malls of ten (10) stores or less not to exceed a total of 25,000 square feet (Total Strip Mall).
- (d) It is mutually agreed that the provisions of this Article shall apply to the installation of residential electrical systems, including the repair, renovation and alterations in residential occupancy dwellings only, constructed for sale, rent or owner occupied not exceeding four floors above grade. On new construction or a major renovation, there shall be an "A" Foreperson in charge of the project and "A" Journeypersons installing the electrical service for the building. For clarification, the first floor of a building shall be that floor which is designed for human habitation and which has 50 percent or more of its perimeter level with or above finished grade of the exterior wall line. This scope does not apply to installations controlled by a pre-determined rate of pay (all prevailing wage work).

Specifically excluded, for example, are hotels, motels, nursing homes, or dormitories and similar occupancies.

- (e) This article covers and includes any and all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of the foregoing fixtures.
- (f) Jobbing and jobs not included A through E.

Section 65.04. "M" JOURNEYPEPERSON USE. M-rated journeyperson electricians cannot be used on any A-rated jobs until the union classifies them as A-rated.

Section 65.05. "M" HELPER ROTATION. "M" helpers will be rotated annually in their first three (3) years.

Section 65.06. "M" WAGES

The minimum hourly wage rate for the work described above shall be as follows for the term of the Agreement:

"M" & "MIJ" RATED JOURNEYPEPERSON:

	<u>PER HOUR</u>
Effective May 8, 2008 to May 4, 2011	\$25.30
Effective May 5, 2011 to April 24, 2013	\$26.00

HELPERS	<u>May 8, 2008</u>
1st Year Helper	\$13.75
2 nd Year Helper	\$16.55
3 rd Year Helper	\$18.65
4 th Year Helper	\$20.60

Section 65.07. Eight hours shall constitute a workday between the hours of 8:00 A.M. and 4:30 P.M. Forty (40) hours shall constitute a work week with five (5) consecutive days beginning Monday through Friday. A thirty (30) minute lunch break shall be observed; in no case shall it exceed five (5) hours after starting time.

The starting time may be moved if the customer requests and the job warrants the change, to any time during the day, and quitting time shall be eight and one-half (8 1/2) hours later. The Union and the Westchester-Fairfield Division shall be notified when a request for hours or days are other than standard hours. Employees from one job may not work different hours on another job without premium pay as directed below.

Section 65.08. The workweek of Journeypersons shall commence on Wednesday at 3:31 P.M. and end the following Wednesday, 3:30 P.M. The employee shall be prepared for work for the full period of the work day in effect. Failure to adhere to the hours of work shall be cause for termination. An Employer shall not hire any individual who is not available for work each working day, for the full period of each work day. The Employer shall terminate an employee who fails to adhere to the hours of work.

Section 65.09. OVERTIME. All work performed outside the regularly eight (8) hours per day, five (5) consecutive days per week, shall be paid for at one and one-half (1 1/2) times the regular straight time rate of pay.

Section 65.09 (a). Reporting for work on Sunday shall be paid at the rate of double time. Reporting for work on New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, Harry Van Arsdale Jr.'s Birthday celebrated on the day after Thanksgiving and Christmas Day, shall be paid at the rate of time and one half. If any of the holidays fall on a Saturday, the holiday shall be held on the preceding Friday, and if a holiday falls on a Sunday, the following Monday shall be considered the holiday. No work is to be performed on those days unless permission is granted by the Union Business Representative.

Additionally, work performed on one and two family houses and also emergency work which shall be at the rate of time and one-half.

Section 65.09 (b). No work shall be performed on Labor Day excepting in case of extreme emergency. Emergency work shall be defined to include only the repair or the replacement of parts or equipment causing an interruption of service to existing wiring systems.

Section 65.10. When workers are directed to report to the job, such workers shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored or put away before quitting time.

Section 65.11. "M" & "MIJ" RATED FOREPERSON. Each job or project requiring more than four (4) Wirepersons shall be under the supervision of a Foreperson. A Foreperson is a worker in charge of, or laying out work for four (4) or more employees, including the Foreperson, on one active job. The Foreperson shall be a Journeyperson and shall be responsible to the Employer for the job placed in their charge. The Foreperson shall receive orders from the Employer or from the Superintendent and shall have direction of the workers under them. They shall be responsible for all work installed and the Employer's interpretation of the Agreement Work Rules.

Job Forepersons shall not act in such capacity on more than one job at a time.

It is agreed that the following schedule and additional rate of pay be established for the employment of Forepersons and General Forepersons according to the number of Journeypersons "M WORK" persons employed on a particular job for the term of the Agreement:

Effective:	<u>Rate of Pay</u>	
	<u>Foreperson</u>	<u>General Foreperson</u>
May 8, 2008	\$1.50 per hour	\$3.00 per hour

Where a Foreperson is not required under these rules, the Employer shall designate on each job an "M" Journeyperson who shall be responsible for and be in charge of the job.

Article LXVI through Article LXXIII are in addition to everything up Article LII and apply only to the Teledata Division, unless otherwise stated.

PART C - TELEDATA

ARTICLE LVXI

SCOPE

Section 66.01. This Agreement covers low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, microwaves, V-SAT, by-pass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital networks).

Section 66.02. Local Union No. 3 (White Plains) will make no further agreements to supply manpower to any Employer unless their principal business is teledata contracting.

Section 66.03. No Employer or employee shall start any Teledata installation until such time as all teledata communication work has been awarded, except by permission of the Union.

ARTICLE LXVII

WORKING RULES FOR TELEDATA DIVISION

The following Working Rules shall be part of this Agreement:

Section 67.01. Effective May 8, 2008, eight (8) hours shall be the work day between the hours of 8:00 A.M. and 4:30 P.M., except as

otherwise provided for herein, Monday through Friday inclusive. All jobs start and end the work day at the Employers designated work area at each job site. Lunch shall be between the hours of 12 noon and 12:30 P.M. five (5) days, forty (40) hours shall be the workweek.

Section 67.02. The workweek of "A" Technicians shall commence on Wednesday at 4:31 P.M. and end the following Wednesday, 4:30 P.M. The employee shall be prepared for work for the full period of the work day in effect. Failure to adhere to the hours of work shall be cause for termination. An Employer shall not hire any individual who is not available for work each working day, for the full period of each work day.

Section 67.03. In order to increase efficiency, at the written request of an Employer and agreement by Local Union No. 3 (White Plains), the workday on specific jobs may be shifted from 8:00 A.M. to 7:00 A.M. straight time.

Any other variation of a standard workday shall be submitted by written request to be agreed upon by Local Union No. 3 (White Plains) and the Westchester/Fairfield Division Office.

Section 67.04. All work performed before 8:00 A.M. and after 4:30 P.M., Monday through Friday and any time on Saturday, will be paid at the rate of time and one-half except as described in Section 67.03 above.

ARTICLE LXVIII

WORK DUTIES FOR TELEDATA

Section 68.01. The repairing of Voice, Data, and Video equipment, when repairs are made in the shop of the Employer, shall be made under the terms of this Agreement.

Section 68.02. The work referred to in these working rules consists of construction removal and maintenance of all facilities as referred to in the preceding scope of work contained herein. This includes the

installation, fabrication and testing of all such devices, equipment, wiring and cabling made necessary by these installations.

Section 68.03. The cutting and channeling of masonry for Teledata conduit is specifically a part of the Teledata installation. The Employer has the option of subcontracting saw cutting of solid concrete foundation walls.

Section 68.04. A Technician shall be required to make any necessary corrections in workmanship, when so decided by the Union, for which they are responsible, on their own time during the regular work hours.

Section 68.05. On all jobs or in any shop employing four (4) or more workers at least one such worker fifty years of age or over shall be employed for each four (4) Technicians so employed

ARTICLE LXIX

TOOLS, CLOTHING & EQUIPMENT

Section 69.01. The Employer shall furnish the following tools and such other tools as are required by the employee, but where there is a question arising regarding the safety of tools or equipment, same shall be referred to the Labor Management Committee for adjudication:

Punch down tools and blades; termination and specialty tools; and all testers required for the Teledata scope of work; star drill and all drills for inserts, shields or anchors used by the Employer; all bits, bending tools – fishes, vises, safe ladder; testing outfits; all box cutters; flashlight batteries; compass and hack saw blades; all machine drills and taps; all wrenches; oil, gasoline and alcohol; brick and masonry chisels.

The Employer's tools and equipment shall be given the same consideration by the employees as they would their own tools.

Section 69.02. In addition of appropriate footgear and work clothes, all technicians and Apprentices shall provide themselves with at least the following tools in a lockable toolbox containing:

- 1-Electrician's Knife
- 1-16 oz. Claw Hammer
- 2-Flat Blade Screwdrivers-8" Largest
- 1-Keyhole Saw Handle
- 1-Phillip's Screwdriver
- 1-9" Torpedo Level
- 1-Pair Channel Lock Pliers-8"
- 1-12" Square
- 1-Pair Lineman Pliers-8"
- 1-6 Foot Folding Rule (Readable)
- 1-Pair Diagonal Pliers-6"
- 1-Scratch Awl
- 1-Pair Long Nose Pliers-6"
- 1-Center Punch
- 1-Crescent Wrench-10"
- 1-Plumb Bob
- 1-Pair Wire Strippers
- 1-Flashlight
- 1-Hacksaw Frame
- 1-Leather Pouch
- 1-Tap Wrench Handle
- 1-Scissors & Knife Kit

Section 69.03. Apprentices shall supply themselves at least with the following tools in a lockable toolbox containing:

- 1-Electrician's Knife
- 1-Hacksaw Frame
- 2-Flat Blade Screwdrivers-8" Largest
- 1-16 oz. Claw Hammer
- 1-Pain Channel Lock Pliers-8"

1-9" Torpedo Level
1-Pair Lineman Pliers-8"
1-6' Folding Rule (Readable)
1-Pair Diagonal Pliers-6"
1 Leather Pouch
1-Pair Wire Strippers
1-Scissors & Knife Kit

Section 69.04. Where employees are required to work during inclement weather or undue conditions, they shall be provided by the Employer with proper clothing and equipment for their protection such as raincoats, rain hats, hard hats, boots, hard toe boots and rubber gloves.

Section 69.05. The Individual Employer shall furnish suitable lockers or chests for storage of workers' clothing and tools. In the event of loss by fire or theft, it is agreed that the claims to be paid be limited as follows providing an affidavit is submitted in support of claims of loss. This affidavit is to be submitted to the Joint Industry Board Tool and Clothing Fund:

Overcoat	up to	\$250.00
Tools	up to	350.00
Clothing	up to	250.00
Shoes	up to	150.00

ARTICLE LXX

SENIOR TECHNICIAN AND MASTER TECHNICIAN

Section 70.01. All jobs requiring three (3) or more workers shall have a Senior Technician. A Senior Technician is a worker in charge of, or laying out of work for three (3) or more employees, including the Senior Technician, on one active job. The Senior Technician shall be an "A" Technician and shall be responsible to the Employer for the job placed in their charge. The Senior Technician shall receive orders from the Employer or from the Superintendent and shall have direction of workers under him/her. They shall be

responsible for all work installed and the Employer's interpretation of the Agreement Work Rules.

A Senior Technician or Master Technician shall not act in such capacity on more than one job at a time.

Section 70.02. Where a Senior Technician is not required under these rules, the Employer shall designate on each job an "A" Technician who shall be responsible for and be in charge of the job.

Section 70.03. It is agreed that the following schedule and rate of pay per hour above "A" Technician's rate of pay be established for the employment of Senior Technicians and Master Technicians according to the number of Technicians employed on a particular job:

Effective	Rate of Pay	
	Senior Technician	Master Technician
May 8, 2008 – April 24, 2013	4% above Technician's Rate	8% above Technician's Rate

Section 70.04. On jobs having three (3) Technicians including themselves, there shall be one (1) Senior Technician, when there, when there are eight (8) Technicians working on a job, the Senior Technician's title changes to Master Technician; eleven (11) Technicians, One (1) Master Technician and One (1) Senior Technician; Sixteen (16) Technicians, One (1) Master Technician and Two (2) Senior Technicians; Twenty-four (24) Technicians, One (1) Master Technician and Three (3) Senior Technicians; after the Twenty-fourth (24th) Technician is employed, for every Ten (10) Technicians employed thereafter, there shall be an additional Senior Technician employed. It is further agreed that when a Master Technician is employed on a particular job for a period in excess of fifteen (15) working days total, his/her rate of pay shall continue until substantial completion of the job.

Section 70.05. Job Ratio: The Employer shall have on the job (1) "A" Technician then may hire (1) 5th Year Apprentice, then (1)

Apprentice. As a job increases, the ratio will be followed: 4th worker will be an "A" Technician; the 5th worker will be a 5th Year Apprentice; the 6th worker will be an Apprentice; etc.

ARTICLE LXXI

SUPERINTENDENT

Section 71.01. In order to assure conditions of safety and efficiency on all teledata installations, it is agreed that every individual Employer who hires or replaces a Superintendent shall employ a Local 3 "A" Technician as Superintendent and they shall receive all benefits and wages under this Agreement for "A" Technicians effective May 8, 2008.

ARTICLE LXXII

TELEDATA APPRENTICES

Section 72.01. A first year Apprentice may perform all tasks assigned by a Master Technician, Senior Technician, and/or "A" Technician; however, they shall not work on or near live voltage circuits or systems.

ARTICLE LXXIII

SAFETY RULES

Section 73.01. The following safety Rules shall be part of this Agreement:

Section 73.02. All Senior Technicians will be held responsible for the safety of their workers and to see that all safety equipment and requirements are met, also to see that all foul weather gear is available to the workers when needed. They will also make sure that a warm and safe place for the workers to eat and store tools is available.

Section 73.03. Workers shall install all Teledata work in full accord with municipal rules, and the regulations of the National Electrical Code in place at the time, also the contract specifications, and in a safe and workmanlike manner. All portable tools shall be polarized as required by the State Law and the National Electrical Code.

Section 73.04. Fiber Optic testing using lasers should only be done after both ends are terminated to prevent eye damage.

Section 73.05. Trucks are to have proper signal lights, brakes in good repair, etc. and applicable state inspection and registration stickers. This is the complete responsibility of the Employer.

Section 73.06. Employers and the Union agree to increase safety awareness and education. The parties agree to participate in a training program for the purpose of training Senior Technicians and Master Technicians, and Superintendents with reference to all safety matters pertaining to operations and the progress of a Teledata installation. These classes will be administered through the JATC.

Section 73.07. Senior/Master Requirements

All Senior Technicians must complete the OSHA-10 and NFPA 70E training class within three (3) years. All Master Technicians must complete the OSHA-30 and NFPA 70E training class within three (3) years.

Each Senior and Master Technician in charge of a project must submit weekly Foreperson Reports to the Union.

Signed for the "Employer", New York Electrical Contractors Association Inc., Westchester/Fairfield Division:

Date: 5/13/09

Date: 5/12/09

Date: 5/4/09
Chairman

Date: 5/4/09

Signed for the "Union", Local Union #3 (White Plains), I.B.E.W.:

Date: 5/14/09

Date: 5-7-09

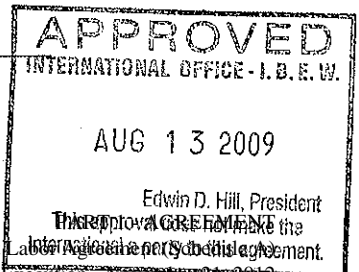
Date: 5/7/09

Date: 5/4/09

Date: 5/4/09

Date: 5/4/09

Date: 5/4/09



INSIDE PRINCIPLE
CONSTRUCTION
AGREEMENT

BETWEEN

LOCAL UNION 363
I.B.E.W.

AND

HUDSON VALLEY
CHAPTER N.E.C.A.

04/01/11 - 03/31/14

**IBEW LOCAL UNION #363
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Inside Principle Agreement Working Rules and Conditions

Agreement by and between the Hudson Valley Chapter, National Electrical Contractors Association, and Local Union 363, International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As hereinafter in this Agreement, the term "Chapter" shall mean the Hudson Valley Chapter, N.E.C.A., and the term "Union" shall mean Local Union 363, I.B.E.W.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

Basic Principles

The Employer and the Union have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties agree as follows.

Scope of Agreement

Work covered by the terms of this Agreement shall include all construction and maintenance work (e.g. see Section 2.22[b]) termed Inside Electrical Work as defined in the Constitution of the International Brotherhood of Electrical Workers.

ARTICLE I

Effective Date-Termination-Amendments-Disputes

Section 1.01 Effective Date This Agreement shall take effect April 1, 2011 and shall remain in effect until March 31, 2014, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from April 1st through March 31st of each year, unless changed or terminated in a way later provided herein.

Section 1.02 Termination or Change

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

- (b) Whenever notice is given for changes, the nature of the changes desired must be specific in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issue to the Council on Industrial Relations, either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.
- (e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issue to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (f) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (g) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

GRIEVANCES – DISPUTES

Section 1.04 During the term of this Agreement, there shall be no stoppage of work, either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as herein stated.

Section 1.05 There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select Union representatives and the Chapter shall select the management representatives.

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08 Should the Labor-Management Committee fail to agree to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10 Any grievance which is not brought to the attention of the responsible opposite parties to this agreement in writing within thirty (30) working days of its occurrence shall be deemed to no longer exist.

ARTICLE II

Management Rights – Union Rights

Work Preservation Clause

Section 2.01 Qualifications of Employers Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the electrical industry. An employer who contracts for electrical work must be a person, firm or corporation maintaining a place of business, other than his own residence. This place of business shall be an office or shop and shall be equipped with a business telephone and open to the public during normal business working hours. It is further understood, that an employer is an individual, partnership or corporation having a suitable financial status to meet payroll requirements and must meet compensation requirements and must employ not less than one (1) journeyman continuously.

Section 2.02 General Management Rights The Union understands the Employer is responsible to perform the work required by the owner. The employer shall therefore have no restrictions, except those specifically provided for in the Collective Bargaining Agreement in planning, directing, and controlling the operation of his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.03 For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

Section 2.04 Payroll Inspection During regular business hours, the Business Manager shall have the authority to inspect the Employer's payroll as to the number of hours worked and the amount of pay received by any workman employed under the terms of this Agreement.

Section 2.05 Employers engaged in joint-venture jobs shall be considered as a new and separate individual Employer, with all rights herein as they apply to an individual participating Employer. There shall be no transfer of workman between a joint-venture and any or all of the Employers comprising the joint-venture.

Section 2.06 (a) The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) The Employer understands that the Local Union's jurisdiction – both trade and territorial – is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

Section 2.07 (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity including a joint venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercise either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

(b) As a remedy for violations of this Section, the Labor Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

(c) If, as a result of violations of this Section, it is necessary for the Union and/or the trustees of the joint venture rendered in accordance with subsection (b) above, or to defend an action which seeks to

vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

Section 2.08 A employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.09 The Union agrees that if, during the life of this Agreement it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions than those set forth to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.10 Loaning of Employees Neither the Employer nor the Union shall loan or cause to be loaned or transferred, any employee in his employ to another Employer without the mutual consent of the Employer, having his employ such employee, and the Union, and then only when applicants possessing the necessary skills are not available under the Referral Procedure.

Section 2.11 Employee Contracting Prohibited No member of Local Union 363, while he remains a member of such Local and subject to employment by the Employer operating under this Agreement, shall become a contractor for the performance of any electrical work. Any Local Union member who possesses an electrical license and is subject to employment by the Local Union, will be required to render his license inactive with the Electrical Licensing Board in whatever Town, County, or State it was issued from. Violation of this Article is subject to a fine, as levied by the Labor Relations Committee.

Section 2.12 Journeymen Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. When necessary to use temporary light and/or power on any foundation or building work, such temporary work shall be installed in a safe manner under the terms of this Agreement.

Section 2.13 Union Discipline The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.14 Steward The Union shall have the right to appoint a working Steward at any shop or on any job where workmen are employed under the terms of this agreement. The Employer shall be notified and furnished the name of the Steward. Such Steward shall be allowed sufficient time during

the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. In performing his function, the Steward shall advise the Local Union Business Manager of any problems, and shall not interrupt the progress of work on the job. Under no circumstances shall an Employer discriminate against any Steward for the faithful performance of his duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

Section 2.15 Access to Job or Shop The representatives of the Union and the Chapter shall be allowed access to any shop or job at any reasonable time when workmen are employed under the terms of this Agreement.

Section 2.16 (a) It shall be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.

(b) Any employee exercising such rights shall carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

Section 2.17 There shall be no limit on production of workmen or restriction on the safe use of proper tools or equipment and there shall not be any task or piece work.

Section 2.18 Journeymen Wiremen shall provide themselves with the following tools:

1 6-foot legible Rule	1 Pocket Knife	1 Center Punch
1 Tap handle to 1/4"	1 Voltage Test	1 Wood Chisel
1 each 3", 6", 12" Flat Screwdriver		
1 each 3", 6", Phillips Head Screwdriver		
1 9" Linemans Pliers	2 Channellocks to 1-1/2 opening	
1 Hacksaw Frame	1 Compass Saw Handle Only	
1 Claw Hammer	1 Diagonal Pair of Pliers	
1 Torpedo Level	1 Pair Needle Nose Pliers	
1 Plumb Bob and Cord		

The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism and will replace such tools as listed above when tools are damaged on the job or stolen from the locked storage.

Section 2.19 The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them provided the Employer furnishes necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

Section 2.20 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.21 On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 2.22 (a) The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The Subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.22 (b) The following work shall be performed by workmen under the terms of this agreement:

1. All work of installation and maintenance where wiring systems and equipment are required and used for temporary and permanent lighting and power during the period of excavation and construction of buildings, factories, industrial plants, shipyards, tunnels, etc.
2. The handling, erection and connection of all electrical apparatus, materials or equipment. This shall include the loading and unloading of material, tools and equipment from the nearest point of delivery to the job. At all times Foreman and General Foreman are permitted to move material, tools, and equipment to, from and within the job site.
3. The Operation of all vehicles and forklifts used for electrical construction work, maintenance work, electrical repair work or when vehicles are used for transporting men or material to or from the job, and such vehicles remain at the job site.
4. All rack work in connection with the lighting and power transformers as well as secondary wiring and connections to the assembling, wiring and hanging of all fixtures and appurtenances thereto.
5. The installation of all telephone and data work, conduits, raceways, wire and equipment.
6. Work in connection with the erection and installation of lightning protective devices.

7. All clean-up of waste and electrical materials.

8. Installations and wiring of photovoltaic systems on all buildings (commercial, residential, industrial, etc.).

Section 2.23 Use of Employee's Vehicle No employee shall use, or make arrangements for the use of his vehicle to transport tools or material that is owned by the employer, or to perform any work operations.

ARTICLE III

Hours-Wage Payments-Working Conditions

Section 3.01 (a) Hours and Work Week Eight hours work between the hours of 8:00 a.m. and 4:30 p.m., with thirty (30) minutes for lunch period, between 12:00 noon and 12:30 p.m., shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a work week. The starting time and work week can be adjusted by mutual consent.

Section 3.01 (b) Starting and Quitting Time

Workers shall be on the job ready to start work at the starting time and shall remain on the job during regular working hours until quitting time.

- (1) No worker shall be required to report at the Employer's shop or on the job before the regular starting time or leave the shop before the regular quitting time. Neither shall any worker on the job or in the shop remain after quitting time unless working overtime.
- (2) When work is performed underground, or in tunnels or shafts, workers time shall begin and end at the portal or top shaft.
- (3) On locker jobs, workmen shall not report to the locker before 7:45 a.m. and shall leave the locker at 8:00 a.m., 12:30 p.m. and 4:30 p.m., and sufficient time shall be allowed before 12:00 noon and 4:30 p.m. for men to pick up tools and materials and report to their locker at their quitting time.

Section 3.02 Overtime Saturdays and all work performed outside of the daily regularly scheduled working hours shall be paid at 1 ½ the regular straight time rate of pay.

- a. Double time for work performed on Sundays and the holidays listed in Section 3.03 of this article.
- b. No Overtime work should be performed without first notifying the Business Manager's Office, so that all work is equally and impartially allotted to all workers.

- c. In no case shall workmen not employed on the job during the regular working hours be placed on overtime work on such jobs until all of the regular crew have been offered an opportunity to perform such overtime work. All workmen required on overtime or emergency work, in excess of the regular crew, shall be filled from the "Referral List" by the Business Manager of the Union.
- d. Whenever possible, no overtime shall be performed without first notifying the Business Manager's office. This does not apply to service calls or emergencies.
- e. When more than ten (10) men are required for overtime work, the Employer shall notify the shop steward no later than noon on the preceding day, except in cases of extreme emergency.

Section 3.03 Holidays All holidays shall be celebrated on the Federally observed day of the holiday. When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

- | | |
|-------------------|------------------------------|
| 1. New Year's Day | 6. Presidential Election Day |
| 2. Presidents Day | 7. Veteran's Day |
| 3. Memorial Day | 8. Thanksgiving Day |
| 4. Fourth of July | 9. Day after Thanksgiving |
| 5. Labor Day | 10. Christmas Day |

Section 3.04 Wages shall be paid weekly in cash or by payroll check on a local bank in the jurisdiction of the Local Union not later than quitting time on Friday and not more than three days wages may be withheld at that time. Any workman laid off or discharged shall be paid his wage immediately. In the event he is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the workman at the job site during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay.

Section 3.05 (a) Wages* The minimum hourly rate of wages shall be as follows:

***Wage Zone 1: All of Rockland County. All of Orange County. All of Putnam County. Towns of Dutchess County to include Beacon, Fishkill and East Fishkill.**

	<u>4/1/11</u>	<u>4/1/12</u>	<u>4/1/13</u>
Journeyman Wireman	\$41.00/hr.	\$41.00/hr.	\$41.00/hr.
Journeyman Technician	\$41.00/hr.	\$41.00/hr.	\$41.00/hr.

***Wage Zone 2: Remainder of Dutchess County. All of Ulster County. All of Sullivan County. Our portions of Greene and Delaware Counties.**

	<u>4/1/11</u>	<u>4/1/12</u>	<u>4/1/13</u>
Journeyman Wireman	\$37.00/hr.	\$37.00/hr.	\$37.00/hr.
Journeyman Technician	\$37.00/hr.	\$37.00/hr.	\$37.00/hr.

Apprentice Wireman: 10 – 6 month periods

1 st period	30%* Satisfactory Progress
2 nd period	35%* 1 st yr. school completed
3 rd period	40%* Satisfactory Progress
4 th period	45%* 2 nd yr. school completed
5 th period	50%* Satisfactory Progress
6 th period	55%* 3 rd yr. school completed
7 th period	65%* Satisfactory Progress
8 th period	70%* 4 th yr. school completed
9 th period	75%* Satisfactory Progress
10 th period	85%* Satisfactory Progress

* Denotes average Journeyman Wireman rate of pay of all wage zones.

Section 3.05 (b) Benefit Schedules In addition to the above hourly rates, payment shall be made as follows:

All Wage Zones	<u>4/1/11</u>	<u>6/1/11</u>	<u>4/1/12</u>	<u>4/1/13</u>
Health & Welfare	\$9.00/hr. worked	\$9.00/hr. worked	\$9.50/hr. worked	\$9.50/hr. worked
Pension	\$3.30/hr. worked	\$3.95/hr. worked	\$4.60/hr. worked	\$4.60/hr. worked
Annuity Fund	\$4.00/hr. worked	\$4.00/hr. worked	\$4.00/hr. worked	\$4.00/hr. worked
Vacation Fund	\$4.00/hr. worked	\$4.00/hr. worked	\$4.00/hr. worked	\$4.00/hr. worked
JATC	3% of Gross Pay	3% of Gross Pay	3% of Gross Pay	3% of Gross Pay
LMCC	\$0.06/hr. worked	\$0.06/hr. worked	\$0.06/hr. worked	\$0.06/hr. worked
SUB	\$0.60/hr. worked	\$0.60/hr. worked	\$0.60/hr. worked	\$0.60/hr. worked
AMF	\$0.05/hr. worked	\$0.05/hr. worked	\$0.05/hr. worked	\$0.05/hr. worked
NLMCC	\$0.01/hr. worked	\$0.01/hr. worked	\$0.01/hr. worked	\$0.01/hr. worked
NEBF	3% of Gross Pay	3% of Gross Pay	3% of Gross Pay	3% of Gross Pay

Indentured Apprentice Wireman all Zones effective 4/1/11:

	1 st & 2 nd	3 rd & 4 th	5 th & 6 th	7 th & 8 th	9 th & 10 th
H&W	\$2.80/hr.	\$3.60/hr.	\$4.40/hr.	\$5.60/hr.	\$6.80/hr.
Pension	\$1.05/hr.	\$1.35/hr.	\$1.65/hr.	\$2.10/hr.	\$2.55/hr.
Annuity	\$1.40/hr.	\$1.80/hr.	\$2.20/hr.	\$2.80/hr.	\$3.40/hr.
Vacation	\$1.40/hr.	\$1.80/hr.	\$2.20/hr.	\$2.80/hr.	\$3.40/hr.
JATC	3%*	3%*	3%*	3%*	3%*
LMCC	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.
SUB	\$0.25/hr.	\$0.30/hr.	\$0.35/hr.	\$0.45/hr.	\$0.50/hr.
AMF	\$0.05/hr.	\$0.05/hr.	\$0.05/hr.	\$0.05/hr.	\$0.05/hr.
NLMCC	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.
NEBF	3%*	3%*	3%*	3%*	3%*

*percentage of gross payroll

Indentured Apprentice Wireman all Zones effective 6/1/11:

	1 st & 2 nd	3 rd & 4 th	5 th & 6 th	7 th & 8 th	9 th & 10 th
H&W	\$2.80/hr.	\$3.60/hr.	\$4.40/hr.	\$5.60/hr.	\$6.80/hr.
Pension	\$1.38/hr.	\$1.78/hr.	\$2.17/hr.	\$2.77/hr.	\$3.36/hr.
Annuity	\$1.40/hr.	\$1.80/hr.	\$2.20/hr.	\$2.80/hr.	\$3.40/hr.
Vacation	\$1.40/hr.	\$1.80/hr.	\$2.20/hr.	\$2.80/hr.	\$3.40/hr.
JATC	3%*	3%*	3%*	3%*	3%*
LMCC	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.
SUB	\$0.25/hr.	\$0.30/hr.	\$0.35/hr.	\$0.45/hr.	\$0.50/hr.
AMF	\$0.05/hr.	\$0.05/hr.	\$0.05/hr.	\$0.05/hr.	\$0.05/hr.
NLMCC	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.
NEBF	3%*	3%*	3%*	3%*	3%*

*percentage of gross payroll

Indentured Apprentice Wireman all Zones effective 4/1/12 & 4/1/13:

	1 st & 2 nd	3 rd & 4 th	5 th & 6 th	7 th & 8 th	9 th & 10 th
H&W	\$3.33/hr.	\$4.28/hr.	\$5.23/hr.	\$6.65/hr.	\$8.08/hr.
Pension	\$1.61/hr.	\$2.07/hr.	\$2.53/hr.	\$3.22/hr.	\$3.91/hr.
Annuity	\$1.40/hr.	\$1.80/hr.	\$2.20/hr.	\$2.80/hr.	\$3.40/hr.
Vacation	\$1.40/hr.	\$1.80/hr.	\$2.20/hr.	\$2.80/hr.	\$3.40/hr.
JATC	3%*	3%*	3%*	3%*	3%*
LMCC	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.
SUB	\$0.25/hr.	\$0.30/hr.	\$0.35/hr.	\$0.45/hr.	\$0.50/hr.
AMF	\$0.05/hr.	\$0.05/hr.	\$0.05/hr.	\$0.05/hr.	\$0.05/hr.
NLMCC	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.
NEBF	3%*	3%*	3%*	3%*	3%*

*percentage of gross payroll

Unindentured Apprentice Wireman all Zones:

	<u>4/1/11</u>	<u>6/1/11</u>	<u>4/1/12 & 4/1/13</u>
Health and Welfare	\$2.00 per hour worked	\$2.80 per hour worked	\$3.33 per hour worked
JATC	3% of Gross Pay	3% of Gross Pay	3% of Gross Pay
NEBF	3% of Gross Pay	3% of Gross Pay	3% of Gross Pay

Section 3.05 (c) General Foreman, Foreman, Splicers & Welders

1. Consideration in the selection of all Foreman shall be given to those who have taken such Foreman's training programs as have been made available to them.
2. On any job where there are two (2) journeyman, one shall be designated as Foreman.
3. For every ten (10) Journeyman Wireman working on a job, there shall be a Foreman.
4. If two Foremen are on any job, one will be designated a General Foreman.
5. Any electrical contract bid price of \$400,000 or more will require a General Foreman (assuming 50% or more of the bid price is labor).
6. When a General Foreman is employed on the job, he shall remain in this capacity for the duration of such job, except that he shall be subject to the ordinary course of disciplinary action and arbitration provisions as provided in the Agreement. This subsection shall apply to not more than on (1) man on each job.
7. On jobs having a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the Foreman, or in his absence, the Employer or his representative. A Foreman may receive instructions from the Employer, or his representative.
8. General Foreman: 15% above the Journeyman Wireman Rate of Pay based on a 40 hour work week. For each additional ten (10) men employed after the employment of the first ten (10) men on the job, a foreman shall be designated.

In charge of 4 foreman	\$2.00 per hour above base rate
In charge of 5 foreman	\$3.00 per hour above base rate
In charge of 6 foreman	\$4.00 per hour above base rate
In charge of 7 foreman	\$5.00 per hour above base rate
In charge of 8 foreman	\$6.00 per hour above base rate
In charge of 9 foreman	\$7.00 per hour above base rate
In charge of 10 foreman	\$8.00 per hour above base rate
In charge of 11 foreman	\$9.00 per hour above base rate
In charge of 12 foreman	\$10.00 per hour above base rate
9. Foreman: \$2.00 above the Journeyman Wireman Rate of Pay. Foreman only work under the direction of the General Foreman or Shop Foreman on the Job.
10. Journeyman Wireman when performing welding or cable splicing: \$1.00 above the Journeyman Wireman rate of pay.

11. Journeyman Wireman required to have a NYS Asbestos Certificate: \$1.00 above the Journeyman Wireman rate of pay.
12. Journeyman Wireman required to have a CDL: \$1.00 above the Journeyman Wireman rate of pay.

Section 3.06 (a) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

(b) The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses.

Section 3.07 When the employee is required to report to a job and required to change jobs during regular work hours, the Employer shall pay for traveling time and furnish transportation and/or IRS standard mileage reimbursement.

Section 3.08 It is further mutually agreed that when an employee must eat his meals on the job, arrangements shall be made for suitable protected quarters.

Section 3.09 The Employer agrees to deduct and forward to the Financial Secretary of Local Union 363 upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.10 Show up Time and Inclement Weather

- a. Any employer may post a job as an inclement weather job provided the Local Union is notified at least forty-eight (48) hours prior. Notice must also be posted in the Contractors employee shed or dressing room on the job site. The contractor will contact the employee in the event of the job being shut down. The contractor will give the employee reasonable amount of time.
- b. If the job is posted as an inclement weather job, employees shall not report for work in case of inclement weather at the job site between the hours of 7:00 a.m. and 8:00 a.m., which would prevent performance of work. The Local Union office shall receive written notice at the time the job is posted.
- c. If the job is not posted and the job is shut down, and if the employee did not start to work, the employee shall receive two (2) hours pay; if the employee is assigned to work he shall receive four (4) hours pay. If sent home after 12:01 p.m., the employee shall receive eight (8) hours pay or the established work day.

- d. If an employee is ordered to the job and is not assigned work and is sent home, the employee shall receive four (4) hours pay.

Section 3.11 Shift Differential On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply as per Section 3.12:

Shift starting between			
4:30 p.m. & 12:30 a.m.	4/1/11	4/1/12	4/1/13
Zone 1	\$47.75	\$47.75	\$47.75
Zone 2	\$43.06	\$43.06	\$43.06

Shift starting between			
12:30 a.m. & 8:30 a.m.	4/1/11	4/1/12	4/1/13
Zone 1	\$53.25	\$53.25	\$53.25
Zone 2	\$47.99	\$47.99	\$47.99

Section 3.12 Shift Work When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours of work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.13 If unemployment prevails at the point of fifteen percent (15%) of the workmen normally employed under the terms of this Agreement, being unemployed and are listed on the Referral List as unemployed, and are eligible for New York State Unemployment Insurance, then the Business Manager may bring to the Executive Board various plans of reduced working hours in order to put more people to work. The Executive Board must then vote on approving the plan. However, if other trades are working seven (7) hours on the job, and in conjunction with the electrical industry, then the Employer and the Union shall cooperate and fix the work day to the job condition.

Section 3.14 The installation, maintenance, connecting and repairing of all wiring of temporary lighting, heat or power shall be done by workman employed under the terms of this Agreement.

Section 3.15 Prefabrication of electrical materials, except standard catalogue items, shall be performed by workmen employed under the terms of this Agreement. Standard catalogue items do not include items made to the special specifications of the Employer or the customer.

Section 3.16 The employer shall notify the Union 48 hours in advance of any layoff, whenever possible, and Saturdays, Sundays and holidays are not included.

Section 3.17 Hazard Pay

On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc. forty (40) feet or more above the ground, or under compressed air, using Scott Air Packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate for such work.

ARTICLE IV Referral

Section 4.01 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area, and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment:

Section 4.02 The Union shall be the sole and exclusive source of referrals of applicants for employment.

Section 4.03 The Employer shall have the right to reject any applicant for employment.

Section 4.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason or membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05 The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN – JOURNEYMAN TECHNICIAN

Group I: All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee and who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

Group II: All applicants for employment who have four or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW and have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

Group III: All applicants for employment who have two (2) or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

Group IV: All applicants for employment who have worked at the trade for more than one (1) year.

Section 4.06 If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure, but such applicants, if hired, shall have the status of "Temporary Employee."

Section 4.07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such temporary employees, and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure.

Definitions

Section 4.08 "Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

ROCKLAND COUNTY
ORANGE COUNTY
DUTCHESS COUNTY
PUTNAM COUNTY

SULLIVAN COUNTY
ULSTER COUNTY
DELAWARE COUNTY*
GREENE COUNTY**

*Those portions of Colchester and Hanacock Townships south of the East Branch of the Delaware River and Andes, Harpersfield, Kortright, Stamford, Bovina, Roxbury, Middletown Townships.

**That portion south of a line following the south limits of the City of Catskill in a westerly direction from the Hudson River to Highway 23A along 23A to the road following the little West Kill and continuing along this road to Delaware County.

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Beacon Act to which this Agreement applies.

Section 4.09 Resident: Means a person who has maintained his permanent home in the above-defined geographical area for a period of not less than one year or who, having had a permanent home in the area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10 Examinations: An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if he has four years experience in the trade.

Section 4.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each group in chronological order of the dates they registered their availability for employment.

Section 4.12 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.13 a. Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, Group III, and Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group, and shall be referred to other employment in accordance with the position of his Group and his place with the Group.

b. **Repeated Discharge:** An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.14 The only exceptions which shall be allowed in this order of referral are as follows:

- a. When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- b. The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age, the Business Manager shall refer first applicant on the register satisfying the applicable age requirements provided, however, that all names in high priority groups, if any, shall first be exhausted before such coverage reference can be made.

Section 4.15 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.16 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 4.04 and 4.15 of this Article. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this section and its decision shall be in accord with this Agreement.

Section 4.17 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.18 A copy of the referral procedures set forth in this Article shall be posted on the Bulletin Board in the office of the Local Union and in the office of the Employers who are a party to this Agreement.

Section 4.19 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of this Agreement between the parties.

Section 4.20 Reverse Layoff When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- a. Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.
- b. Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.14 (a) is required.
- c. Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above.

ARTICLE V

Apprenticeship Training

Section 5.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 6 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members - 3 - shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, technicians and all others.

Section 5.02 All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 4 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined

in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06 To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classifications, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08 The JATC shall select and indenture a sufficient number of apprentices to meet local man power needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09 Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign un-indentured workers who meet the basic qualification for apprenticeship. Unindentured workers who meet the remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer – agreeing that they are not to accumulate more than two thousand (2000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured, such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11 The employer shall contribute to the local heath and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12 Each job site shall be allowed a ratio of one (1) apprentice for every three (3) Journeyman Wireman.

Number of Journeymen	Maximum Number of Apprentices
1 to 3	1 apprentice/ 1 first year apprentice
4 to 6	2 apprentices/1 first year apprentice
Etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeyman are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by an apprentice.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is 3%. This sum shall be due the Trust Fund by the same date as is their payment to be NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

Benefit Funds

Section 6.01 National Employee Benefit Fund (N.E.B.F.)

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union,

provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employee Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

Section 6.02 Welfare Fund

There shall be established a Welfare fund to be known as the "I.B.E.W. Local Union #363 Labor Welfare Fund".

There shall be six (6) Trustees appointed to administer the Fund, three (3) representing the Employers to be designated by them, and three (3) representing the Union to be designated by them.

The administration of the Fund shall be performed by the Trustees to be selected by the parties they represent and in accordance with the Welfare Fund Agreement to be hereafter executed, by the rules and regulations which have been established and which may be hereafter established by said Trustees.

The Welfare Fund shall be financed by a payroll assessment in accordance with the Benefit Schedules found in Section 3.05 (b) of this agreement which are to be paid by the Contractors for all employees under the jurisdiction of the Union in their employment in the territory of Local Union 363.

Benefits to be paid to the employees from this Welfare Fund shall be: Death Benefits, supplemental benefit, sickness and accident, hospitalization and surgical, and dental benefits for employees and their immediate families; however, only to the extent that the financial condition of the Fund shall permit, and also, in the discretion of the Trustees.

The expense of the administration of this Fund shall be paid from the income to the Fund derived from the contributions paid by the Employers as heretofore set forth in accordance with the Agreement and Declaration of Trust.

The Employer's payments must be mailed to the Administrator of the Fund to reach that office not later than fifteen (15) calendar days following the end of each calendar month.

Section 6.03 Vacation and Paid Holiday Fund

It is hereby agreed between the Union and the Employer that the Vacation and Paid Holiday Fund shall be financed by a payroll assessment in accordance with the Benefit Schedules Section 3.05 (b) of this agreement which are to be paid by the Contractors for all employees under the jurisdiction of the Union in their employment in the territory of Local Union 363.

Section 6.04 Pension Fund

There shall be established a Pension Fund to be known as the "I.B.E.W. Local Union #363 Pension Fund".

There shall be six (6) Trustees appointed to administer this Fund. Three (3) shall represent the Employers, to be designated by them, and three (3) shall represent the Union, to be designated by them.

It is hereby agreed between the Union and the Employer that the Pension Fund shall be financed by a payroll assessment in accordance with the Benefit Schedules found in Section 3.05 (b) of this agreement which are paid by the Contractors for all employees under the jurisdiction of the Union in their employment in the territory of Local Union 363.

Employers' payments must be mailed to the Administrator of the Fund to reach that office not later than fifteen (15) calendar days following the end of the calendar month.

Section 6.05 Annuity Fund

There shall be established an Annuity Fund to be known as the "I.B.E.W. Local Union #363 Money Purchase Pension Fund."

It is hereby agreed between the Union and the Employer that the Money Purchase Pension Fund shall be financed by a payroll assessment in accordance with the Benefit Schedules found in Section 3.05 (b) of this agreement to be paid for by the Contractors for all employees under the jurisdiction of the Union in their employment in the territory of Local Union 363.

- (a) The administration of the Fund shall be performed by Trustees to be selected by the parties they represent and in accordance with the Annuity Fund Agreement, to be hereafter executed, which Agreement shall conform to Section 302 of the Labor Management Relations Act of 1947, as amended.
- (b) The Trustees shall have the authority to establish rules and regulations covering eligibility and benefits.
- (c) There shall be no more than six (6) Trustees appointed to administer this Fund, no more than three (3) representing the Employers, and three (3) representing the Union. An equal number of alternate Trustees may be designated by both parties to act in the event or absence or resignation of the Trustees.

Section 6.06 Supplement Unemployment Benefits

It is hereby agreed between the Union and the Employer that the Supplement Unemployment Benefit shall be financed by a payroll assessment in accordance with the Benefit Schedules Section 3.05 (b) of this agreement which are to be paid by the Contractors for all employees under the jurisdiction of the Union in their employment in the territory of Local Union 363.

Section 6.07 Payroll Reports, Fund Termination, Union & Trusts

The Employer shall furnish weekly reports to the Local Union 363 Office giving each workman's name, Social Security number, classification, wage rates, straight time hours worked, over-time hours worked, and gross wage paid to all workmen. A copy is to be sent to the Local N.E.C.A. Office.

If at any time any of the Funds should terminate and the obligation of the employer to pay the fund ceases, it is agreed that the employer, at such time, shall immediately increase the rate of hourly pay of the employees to the amount he would normally pay into the funds, therefore, allowing and permitting the employee to buy his own coverage.

The employer shall prepare and furnish weekly reports on forms to be supplied by the Union, giving such wage, employment, or such other information as may be called for on such forms, following all completion and distribution instructions as are contained on such forms.

The Trustees of the above funds have entered into an Agreement with the Union and the various Trust Funds for the purposes of administering the above Trusts. The Union and the various Trust Funds shall be considered an employer for the purposes of contributing to the Trust Funds on all employees of the Union and the various Trust Funds.

ARTICLE VII Industry Fund

Section 7.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man hours.
2. One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man hours paid for electrical work in any one Chapter area during one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE VIII

Local Labor Management Cooperation Committee (LMCC)

Section 8.01 The parties agree to participate in a Labor Management Cooperation Fund under authority of Section 6 (b) of the Labor Management Cooperation Act of 1978, 29 USC S175 (a) and S302 (c) (9) of the Labor Management Relations Act, 29 USC S186 (c) (9). The purposes of this Fund include the following:

1. To improve communications between representatives of Labor and management;
2. To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
5. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
7. To engage in public education and other programs to expand the economic development of the electrical construction industry;
8. To enhance the involvement of workers in making decisions that affect their working lives; and,
9. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03 Each employer shall contribute \$.06/hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Hudson Valley Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX

National Labor Management Cooperation Committee (NLMCC)

Section 9.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. S175 (a) and Section 302 (c) (9) of the Labor-Management Relations Act, 29 U.S.C. S186 (c) (9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives;
and

- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.02 The Funds shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participation in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03 Each employer shall contribute one cent (\$0.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Hudson Valley Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE X ADMINISTRATIVE MAINTENANCE FUND

Section 10.01 Each individual Employer (each electrical contractor) who is party to this Collective Bargaining Agreement, shall contribute a portion of their gross labor payroll (productive electrical payroll), accrued pursuant to the terms of this Collective Bargaining Agreement, to the Hudson Valley Chapter Administrative Maintenance Fund, in an amount as determined by the Trustees of said Fund. Refer to Section 3.05 (b) Benefit Schedules.

All such contributions shall be forwarded monthly by the Employer on or before the 15th day of the month following in which the work was performed to the Hudson Valley Chapter Administrative Maintenance Fund as a line item added to the NEBF form.

Section 10.02 The Hudson Valley Chapter Administrative Maintenance Fund shall operate in accordance with a certain Declaration of Trust and any amendments thereto. The revenues of the Fund shall be expended exclusively for the purpose of administering the Collective Bargaining Agreement, including, but not limited to, collecting bargaining negotiations, process of grievances and all other management duties and responsibilities necessary to the administration of this Collective Bargaining Agreement.

Section 10.03 A Board of Trustees, all of whom shall be appointed by the Hudson Valley Chapter, Inc., National Electrical Contractors Association (NECA), shall administer the Fund.

Section 10.04 Each individual Employer (electrical contractor) who is party to this Collective Bargaining Agreement accepts and agrees to be bound by the terms of this paragraph and the provisions of the Declaration of Trust and any amendments thereto. The failure of any individual Employer (any electrical contractor) to contribute the proper amount to the Hudson Valley Chapter Administrative Maintenance Fund, as required herein, shall be considered in breach of this agreement. The contributions to the Fund shall be subject to the same delinquency requirements as are the contributions to the other trust funds established under the terms and provisions of this Collective Bargaining Agreement. The Fund Trustees and not the Local Union shall have the sole responsibility for the enforcement of this provision.

Section 10.05 No part of the funds collected pursuant to this paragraph and contributed to the Hudson Valley Chapter Administrative Fund shall be used for any purpose which is help to be in conflict with the interests of the International Brotherhood of Electrical Works (IBEW) and its local unions.

Section 10.06 The contributions required pursuant to the provisions of this paragraph shall be made monthly by check payable to the Hudson Valley Administrative Maintenance Fund, 375 Route 32, Central Valley, NY 10917 and added as a line item to the monthly NEBF form.

ARTICLE XI

Payment of Contributions

Section 11.01 Suitable cash security, an irrevocable letter of credit, personal guarantee, or a Bond procured from an insurer licensed to do business in the State of New York shall be posted with the Administrator of the Pension, Welfare/Security, Vacation, Annuity, SUB and AMF Funds by all contractors to assure payment of the benefits. The bond shall also secure the payments required under this Collective Bargaining Agreement to be made to the NEBF, NEIF, JATC, LMCC, NLMCC and to pay the Local Union's Working Dues.

<u>Number of Participants</u>	<u>Amount of Bond</u>
01-05	\$30,000
06-10	\$65,000
11-20	\$100,000
21-29	\$175,000
30-59	\$300,000
60-89	\$500,000

The frequency of payment to the Funds listed above may be changed to monthly no later than fifteen days after the month for which they are due provided the contributing Employer posts a \$100,000 bond as provided above.

Section 11.02 Interest at the rate of nine percent (9%) per year shall be charged against all delinquent Fund Payments. Neither the Trustees nor the Local Union shall be prohibited by any clause contained

in this Agreement from taking any legal action to effect payment to said Funds then the Contractor shall pay auditing costs, court costs and reasonable attorney's fees incurred.

Section 11.03 Upon notice by the Trustees to the Union of a delinquency the Local Union may withdraw labor covered under this Agreement at a rate of twenty-five percent (25%) (or fraction thereof) of the work force per week (upon seventy-two hours notice in writing served by the Union), provided the Employer does not cure said delinquency within the seventy-two hour period.

Section 11.04 For all employees covered by this Agreement, the Employer shall carry Workers Compensation Insurance and N.Y.S. Disability Insurance with a company authorized to do business in this state, Social Security and such required by the law of this state and shall furnish satisfactory proof of such to the Union. He shall also make payments to the New York Unemployment Compensation Commission, Local Union 363 Welfare Fund, Pension Fund, Vacation and Paid Holiday Fund, SUB Fund, AMF Fund, Money Purchase Pension Fund, J.A.T.C. Fund, the Scholarship Fund of Local Union 363, L.M.C.C., N.L.M.C.C., Working Dues and the N.E.B.F. for all employees covered by the terms of this Agreement.

A Contractor, who is non-productive, at his option, may pay into all of the above funds for himself or any office employees, if permissible by law. A Contractor who normally performs electrical installations, must pay into all of the above funds. The contractor's rate of pay will be based on the Journeyman Wireman's rate of pay.

ARTICLE XII

Safety

Section 12.01 It is recognized that the employer has the exclusive responsibility to provide a safe and healthful workplace and conditions of employment.

Section 12.02 There shall be a Joint Safety Committee consisted of three members representing the Employer and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal and State laws. Such rules and the other safety rules provided in this Article are minimum rules and not intended to imply that the union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

Section 12.03 It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Section 12.04 Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the

same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Section 12.05 Neither the Union, nor any member of the Committee, nor any employee representatives performing safety or health-related functions under this Agreement, shall be liable to the Employer, to any employee or to any other person for any act or failure to act in the capacity of an employee representative or committee member.

Section 12.06 Two Journeymen shall work together on all energized circuits of 440 volts AC or 250 Volts DC or respective higher voltages. Journeymen shall be assisted by one Journeyman. In no case shall Cable Splicers be required to work on energized cable carrying in excess of 480 volts.

Section 12.07 Cable Splicers shall not be required to work on wires or cables when the difference in potential is over 200 volts between two conductors or between any conductor or ground unless assisted by one Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480 volts.

Section 12.08 No employees shall be compelled to use a powder actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.

Section 12.09 The employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning the welding operation.

Section 12.10 The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement.

Section 12.11 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Section 12.12 No motor vehicle shall be used for pulling wire or cable; power or hand winches shall be used for this purpose.

Section 12.13 No welder shall work alone. All welding tools and equipment such as chipping hammers, gloves, leather sleeves, and coats, etc., will be supplied by the Contractor.

Section 12.14 Every Job site shall be furnished with a complete class "A" First Aid Kit as per the sample presented and deposited in the N.E.C.A. Office. There must be suitable water facilities on each job site.

Section 12.15 All safety shields, belts, harnesses, ear protection, etc., or any equipment or material needed to properly do a job safely, must be supplied by the Contractor.

Section 12.16 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards. Also, to see that all foul weather gear is available to the men who need it. He will also make sure that a warm and safe place for the men to eat and store tools is available. A telephone number must be made available on each job in case of

emergencies so that a man can be reached at all times. Before starting any job, the foreman must contact the Union Office for a list of safety rules, a first aid book, a diary, and a registration card.

Section 12.17 All equipment, rented or otherwise, must be operated by a qualified employee working under the terms of this Agreement. (example: core drill, backhoe, mole for boring, ditch witch, Fork lift, etc.)

Section 12.18 All Employers agree to forward the "Employer's First Report of Injury" form to the Local Union Business Manager within forty-eight hours of any accident requiring medical attention and/or hospitalization. In the event of a fatal accident, the Employer shall immediately inform the Local Union Business Manager by telephone and all available information will be forwarded by fax to the Director of Safety.

Section 12.19 Employer's vehicles used for transporting men shall be suitably enclosed to afford protection from inclement weather. All vehicles furnished by the Employer shall be insured under the required laws of the State of New York.

ARTICLE XIII

Substance Abuse

The dangers and the costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The Policy shall include minimum standards as required by the IBEW and NECA. Should any of the minimum standards fail to comply with federal, state and/or local laws and regulations, the shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XIV

Code of Excellence

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XV

Temporary Light and Power

Section 15.01 The installing, maintaining, connection, shifting and repairing of all wiring for temporary lighting, heat and power, and maintenance of pumps, fans, blowers, and all other electrical equipment in new buildings under construction, old buildings undergoing alterations, subways, bridges, tunnels, road and all other types of construction, shall be performed by workmen employed under the terms of this Agreement in the course of their regular construction work.

Section 15.02 If overtime is being performed by any trade or trades and temporary light or power is provided for same, and such wiring is temporary and not a part of the permanent system, a workman employed under the terms of this Agreement shall remain on the job. Such workmen shall, in addition to the maintenance of temporary light and power, perform all other electrical work as instructed by his Employer under the terms of this Agreement.

Section 15.03 All shift work on maintenance of temporary light and power shall be on a straight time basis, eight (8) hours per day, or the established work day.

Section 15.04 Temporary light and power maintenance shall be eliminated between the hours of 8:00 a.m. and 4:30 p.m. from Monday through Friday inclusive, or the hours, of the established work day.

When electricians are not working on a job and temporary light and power is required, the first eight (8) shall be at the straight time rate, 8:00 a.m. through 4:30 p.m. When shift work is planned it shall be planned for not less than three weeks, and the Union Office must be notified by either the General Contractor or the Electrical Contractor in writing.

All temporary light and power before the hour of 8:00 a.m. and after the hour of 4:30 p.m. shall be paid for at the time and one half (1 ½) rate; Sundays and holidays shall be paid at the double time rate except as herein provided.

Section 15.05 Trailers or extension cords and light shall be of one socket and one attachment plug and not exceed forty (40) feet of flexible wire, which shall be made up and repaired by workmen employed under the terms of this Agreement, but such may be placed in the various sockets or receptacles by trades using them. This provision shall apply to lighting and power appliances.

All temporary cords and wiring must be three-wire polarized for the safety of all men using the equipment. All portable tools shall be polarized as required by the state law and the National Electrical Code.

Section 15.06 If there are no other trades working and the owner wishes to have a qualified man on call in case of power failure or emergency, then the foreman will assign one man on call for each shift as a standby man. Each man will post a phone number where he can be reached at any time during his designated shift. The employee on each designated shift shall receive two hours pay.

Section 15.07 If the employee is called out on said emergency of power failure, then he will be guaranteed four hours pay. If the man is needed for more than four hours then he shall be paid at least eight hours or until whatever time he may be relieved from his job.

Section 15.08 When a stationary or automatic heating boiler is wired permanently through the permanent service to the main panel to the boiler, no maintenance shall be required.

ARTICLE XVI

Union Label

The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour and working conditions by their fellow workers of the I.B.E.W.

The Official Construction Label of the I.B.E.W. shall be placed on the inside of all panel boxes, and outside of all switchboards, and on door jams on all buildings where electrical work is being done by the members of the Union under the terms of this Agreement.

ARTICLE XVII

Scholarship Fund

All Employers subject to the terms of this agreement shall contribute \$200.00 per year to the NECA/IBEW Community Scholarship Fund.

Separability Clause

This Agreement is made and entered into between the Hudson Valley Chapter, National Electrical Contractors Association, and the International Brotherhood of Electrical Workers, Local Union 363, this 16th day of March 2011.

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

Signed for Hudson Valley
Chapter N.E.C.A.



Chapter President

Signed for Local Union 363,
I.B.E.W.



Business Manager



AGREEMENT

between

**ALLIED BUILDING METAL
INDUSTRIES, INC.**

and

LOCAL UNION NOS. 40 AND 361

of the

**INTERNATIONAL ASSOCIATION
OF BRIDGE, STRUCTURAL**

and

**ORNAMENTAL AND REINFORCING
IRON WORKERS**

AFL-CIO

JULY 1, 2008

Through

JUNE 30, 2014



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AGREEMENT JULY 1, 2008 - JUNE 30, 2014

THIS AGREEMENT is made and entered into effective as of the 1st day of July, 2008 by and between ALLIED BUILDING METAL INDUSTRIES, INC., (hereinafter referred to as the "Association"), including its successors or assigns, for and on behalf of its members whose names appear on Schedule "A" (hereinafter referred to jointly and individually as the "Employer"), including their successors or assigns and including in such term any companies that may hereafter become members of the Association, and LOCAL UNIONS NOS. 40 AND 361 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS affiliated with the AFL-CIO (hereinafter referred to as "the Union" or "the Unions").

Section 1. PREAMBLE

This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Employer and the Union in this trade and to prevent waste, unnecessary and avoidable delays and expenses and, so far as possible, to provide for labor's continuous employment, such employment to be in accordance with conditions herein set forth and at wages herein agreed upon; also, in that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and conditions and, further, the establishment of the necessary procedures by which these ends may be accomplished.

Section 2. CRAFT JURISDICTION

It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, it being understood that the claims are subject to trade agreements to which the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, AFL-CIO is a party, as well as the decisions rendered by the New York Plan for Settlement of Jurisdictional Disputes, and the National Joint Board for the Settlement of Jurisdictional Disputes.

The parties to this Agreement are subject to and agree to be bound by all decisions and awards made by the New York Plan for Settlement of Jurisdictional Disputes with respect to all jurisdictional disputes which may arise under this Agreement.

The classification of work covered by this Agreement shall include but not be limited to:

1. All work pertaining to the erection, alteration and demolition of structural steel, structural metals, precast, prestressed and poststressed concrete structures and units, including decking, as well as plastic, fiberglass and/or reinforced polymer or other composites that replace these structural materials and members.

2. All work pertaining to the installation, maintenance and repair of Wind Mills and Wind Walls.

3. All work on buildings, bridges, including temporary bridges, and all other structures, whether elevated or not,

where structural steel is being demolished, repaired, altered, replaced or removed, along with other materials, and any falsework pertaining to such work and power equipment, including but not limited to any cranes, lifts, backhoes, and or shears, is or is not being used in connection with the demolition, repair, alteration, replacement or removal, the slinging of and the hooking on of drafts of materials, or other heavy lifts, other than steel, which may have been prepared by house wreckers, together with all hoisting and lowering and the loading into trucks. However, on buildings where there is no structural steel to be demolished, and power cranes are being used in connection with the demolition, the work in question may be performed by either Iron Workers or house wreckers, as the contractor for the work may elect.

4. Handling from delivery at the site of the job and in erection of all structural steel, structural units as described in paragraph 1 above, and miscellaneous iron work coming under the jurisdiction of the structural iron worker.

5. All work involved in the installation and dismantling of all vault work performed outside the factory of the manufacturer of the vault, including but not limited to the following:

a. Handling from delivery at the job site of vault doors, day-gates, foot bridges, lowering platforms, glass doors, door stops, lining plates, partition plates, grills, inside and outside of vaults, architrave, claddings, night depositories, drive-in windows, walk-up windows, record containers, ledger desks, fireproof doors, safe deposit boxes, portavaults, automatic tellers, module bank buildings, power files, fire doors, lockers, chests, filler plates and finish plates and all work pertaining to the vault with the exception of painting, electrical and tile covering; and

- b. Handling and shoring and rigging of all other materials or equipment used in the construction or dismantling of the vault from the time it reaches the job site on trucks, including the removal of said material and equipment from said trucks; upon completion of all vault work on any job all such material and equipment shall be removed from said job and placed on trucks by employees in the jurisdiction of the Union.

6. In all cases where cranes, derricks or any other hoisting equipment is assembled by iron workers, all rigging, hoisting and lowering of any material or equipment shall be performed by Iron Workers, and all such cranes, derricks, or any other hoisting equipment shall be dismantled by Iron Workers when the equipment is to be removed from the job; provided, however, that nothing herein shall preclude the existing practice of the intermediate use of derricks and similar equipment where the rigging, hoisting and lowering of any material is performed solely by members of other locals of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO.

7. The operation of scissor lifts, electric impact tools, slewing platforms on a derrick and electric tools, etc., are tools of the trade, as are the use, operation and maintenance of welding machines.

8. RIGGING: Lowering and hoisting of all building material and equipment by hand or motive power, handling, placing and setting on foundations and erecting and dismantling all machinery, all tanks, driers, boilers, sectional water tube and tubular boilers and parts of framework belonging to same. Handling and erection of all stokers, pulverizers, cinder catchers, ash gates and furnace bottoms. Handling and placing on foundations all pumps, motors, blowers, compressors, mixers, crushers and agitators, handling of all heavy castings

and all other material requiring rigging. Erection of all smoke stacks, handling of all safes, accumulators, engines, tunnel screens, transformers, reactance coils and all electric machinery. Erection, dismantling and operation of derricks, cranes and cableways not pertaining to the erection of steel structure. Setting all filters, screens, suction, sluiceways and gates. Handling of conveyors. Erection of all organs, bells, chimes, flagpoles and statues. Handling and erecting of printing press machinery into its approximate position.

9. RIGGING ON TUNNEL AND FOUNDATION WORK: The handling of all machinery, viz: compressors, motors, pumps, engines, hammers, concrete mixers, coolers, receivers, heaters, tanks, boilers, caissons and ballast, steel sheeting, concrete towers and chutes. Erecting, dismantling and moving all derricks, travelers, cranes, cableways, shovels, drags and shafts.

10. On all bridges, including but not limited to overpasses and approaches thereto, the replacement and repair of all bearing plates, rockers, machinery and the installation and removal of all falsework pertaining to such work including, but not limited to jacking, as well as the installation, replacement, repair, and/or removal of scuppers, troughs and hoppers.

Section 3. TERRITORY

The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 40, New York, New York, having jurisdiction in Westchester, Bronx, Manhattan and Richmond Counties as well as all of the islands within the East River, New York Harbor and the lower Long Island Sound including but not limited to Rikers Island, Hart Island and David's Island, and the territorial

jurisdiction of Local Union No. 361, Queens, New York, having jurisdiction in Kings, Queens, Nassau and Suffolk Counties in the State of New York as well as all islands in the surrounding waterways and any bridge, tunnel or structure leading to or from said geographic areas.

Section 4. BARGAINING AGENT

1. Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive bargaining agent for its employees in the performance of work covered by this contract for the purpose of bargaining collectively as to wages, hours and other conditions of employment.

2. In order to protect and preserve for the employees covered by this Agreement all work historically and traditionally performed by them, and in order to prevent any device or subterfuge to avoid the protection or preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work on a job site of the type covered by this Agreement as a single or joint Employer, a successor and/or alter ego entity to a signatory to the Agreement (which shall be interpreted by the impartial arbitrator pursuant to applicable NLRB and judicial principles) within the trade and territorial jurisdiction of the Union, under its own name or under the name of another, as a corporation, sole proprietorship, partnership, or any other business entity including a joint venture, wherein the Employer (including its officers, directors, owners, partners, or stockholders) exercises either directly or indirectly (such as through family members) controlling or majority ownership management or control over such other entity, terms and

conditions of this Agreement, including but not limited to the arbitration, the wage and fringe benefit provisions of this Agreement shall be applicable to all such work performed on or after the effective date of this Agreement. The foregoing shall not be interpreted to apply to separate employer situations.

Section 5. UNION SECURITY

1. All employees who are members of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers on the execution date of this Agreement shall be required to remain members of the International Association in good standing as a condition of employment during the term of this Agreement. All other employees may be required at the option of the Union to become and remain members of the Union in good standing as a condition of employment from and after the eighth day following dates of their employment or the execution date of this Agreement, whichever is later.

2. The Employer shall have the right to discharge any employee for just cause.

Section 6. JOB NOTIFICATION

1. The Employer shall, at least forty-eight (48) hours, or, in an emergency, not later than sixteen (16) hours, before the commencement of any job or operation, register such job with the Local in whose jurisdiction the work is to be performed and with the Office of the Joint Funds of Iron Workers Locals 40, 361 and 417 (hereinafter "the Fund Office"). The Fund Office shall maintain a register of each such job or operation and assign consecutive numbers to the

same for purposes of identification. The parties hereby grant to the Trustees of the Joint Funds of Iron Workers Locals 40, 361 and 417 the power, in their discretion, to levy an assessment of up to Five Hundred Dollars (\$500.00), payable to the Joint Funds, against any Employer who fails to so register any job or operation.

2. The Employer shall notify said Local in writing at least forty-eight (48) hours in advance of hiring any new employees, in order to give the Local an opportunity to refer qualified applicants for such employment, provided, however, such notice may be waived by the Union and such waiver shall not prevent subsequent enforcement. Employees reporting to work on new jobs or new employees reporting to work on existing jobs shall be paid from the time they report to work, provided the request for the employees is made by 2:00 p.m. of the preceding day. If an employee fails to report to work, he shall not be replaced by the Local unless the replacement has been specifically requested by the Employer, except to satisfy the crew requirements specified in Sections 27, 28 and 29 herein.

3. Failure by the individual Employer to abide by the terms of paragraphs 1 or 2 of this Section shall permit the Union, without further notice, to forthwith withdraw its employees from the jobs of the individual Employer or take such other action as it deems necessary, any terms of this Agreement to the contrary notwithstanding, and the Union shall have the right on ten (10) days' written notice to the Employer to institute an exclusive Hiring Hall arrangement through the Union, whereby all employees shall be selected and referred for employment, without discrimination by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any

other aspect or obligation of union membership, policies or requirements. Such Hiring Hall arrangement may provide for the selection and referral provided that such arrangements shall not be discriminatory as described hereinabove.

Section 7. WORK HOURS PER DAY

Eight (8) hours shall constitute a regular day's work, from 8:00 a.m. to 4:30 p.m., from Monday to Friday, inclusive, with a lunch period from 12 noon to 12:30 p.m., provided, however, that the Employer shall have the right to alter the regular day's work to 7:00 a.m. to 3:30 p.m., or 7:30 a.m. to 4:00 p.m., or during daylight savings time from 6:00 a.m. to 2:30 p.m. or 6:30 a.m. to 3:00 p.m. upon at least seven (7) days' prior written notice to the Union in whose territory the work is to be performed and such Employer may revert to 8:00 a.m. to 4:30 p.m. (the regular day's work) upon seven (7) days' written notice prior to the reversion. In the event the Employer elects to alter the regular day's work to 6:00 a.m. to 2:30 p.m., 6:30 a.m. to 3:00 p.m., 7:00 a.m. to 3:30 p.m., or 7:30 a.m. to 4:00 p.m., the one-half (1/2) hour lunch period shall commence four (4) hours after said applicable starting time of 6:00 a.m., 6:30 a.m., 7:00 a.m. or 7:30 a.m.

Section 8. SHIFT WORK

This provision shall apply to all types of work under this contract excluding vault work and tower work.

Monday through Friday:

First Shift – First eight (8) hours shall be paid at straight time rates; all work performed thereafter shall be paid at double the regular straight time rate.

Second and Third Shifts – First eight (8) hours shall be paid at time-and-one-half the regular straight time rate; all work performed thereafter shall be paid at double the regular straight time rate.

When any shift (Monday-Friday) does not complete the full eight (8) hours on such job on account of weather or other unforeseen circumstances beyond the control of the employee or Employer, the employee on such shift work shall be paid at the aforementioned rates for the hours worked, i.e., for the first shift, at straight time rates and for the second and third shift, at time-and-one-half the regular straight time rate.

Saturday

All shifts – First eight (8) hours shall be paid at time-and-one-half the regular straight time rate; all work thereafter shall be paid at double the regular straight time rate.

When any shift (Saturday) does not complete the full eight (8) hours on such job on account of weather or other unforeseen circumstances beyond the control of the employee or Employer, the employee on such shift work shall be paid at time-and-one-half the regular straight time rate for the hours worked.

Sunday

All Shifts – All work shall be paid for at double the regular straight time rate.

When any shift (Sunday) does not complete the full eight (8) hours on such job on account of weather or other unforeseen circumstances beyond the control of the employee or Employer, the employee on such shift work shall be paid at double the regular straight time rates for the hours worked.

An employee who completes one (1) shift and is required to work on another shift starting within twenty-four (24) hours after the beginning of the first shift shall be paid at double the rate as hereinabove fixed for shift work for all work performed after completing the first shift.

Not more than one (1) shift shall be allowed on a job of less than five (5) days duration except in case of an emergency.

Section 9. OVERTIME AND HOLIDAYS

On all work covered by this Agreement with the exception of all tower work and vault work referred to in Section 2, subsection 5 and Section 28 of this Agreement, time and one-half shall be paid for all work in excess of eight (8) hours which occurs at the end of the workday, Monday through Friday, up until and including ten (10) hours (the 9th and 10th hours) on any regular work day, and double time shall be paid for all work performed during the lunch break and all work in excess of ten (10) hours; time and one-half shall be paid for all work on Saturdays up to eight (8) hours. For Monday through Friday off-hour work only, with notice to the Union, time and one-half shall be paid for the first eight hours of work and double time shall be paid for all work thereafter provided however, if a contractor has been awarded a job based on a bid submitted prior to June 30, 2008, that was bid at the rate of time and one-quarter, that job may be worked off-hours at the rate of time and one-quarter provided that the contractor submits proof of such bid to the Union. Time and one-half shall be paid for all work which occurs during off-hours (non-shift work) up to eight (8) hours and double time shall be paid for all work thereafter which occurs on Saturday. Double time shall be

paid for all work which occurs before the normal work hours established for the job whether such hours are the "regular hours" or set in accordance with the "flexible start" or "shift" provisions of this Agreement. Double time shall be paid for all work on Sundays and holidays. Off-hours work shall be defined as work, other than shift work or flexible work hours, which is regularly scheduled to be performed at times other than the normal work day and week as set forth in Section 7 of this Agreement. No premium time work shall be performed without prior permission of the Local in whose jurisdiction the work is being performed.

1. As long as a job consists of eight (8) hours per day, five (5) days or more of work to be performed on regular work days and regular work hours including flexible work hours as set forth in Section 7 of this Agreement, the job may work overtime during the week and on Saturday at the premium rate of time and one-half.

2. The five (5) days minimum requirement consists of five (5) individual days of work, performed during regular hours including flexible work hours as set forth in Section 7 of this Agreement, whether or not these are continuous days of work.

3. A job that is to be worked on weekends only requires the payment of double time for all hours worked.

4. In order for Saturday overtime to be worked at the rate of time and one-half, proper notice must be given to the Union and all affected employees no later than quitting time on the previous Thursday.

5. In order for weekday overtime to be worked at the rate of time and one-half, proper notice must be given. Proper notification of overtime during the week consists of calling the Union not later than quitting time on the day before the

overtime is to be worked and notifying affected employees, except when overtime is required to complete an operation on the day the overtime is to be worked and the need for overtime to complete the operation was not known by quitting time the previous day.

The following holidays shall be observed:

New Year's Day	Labor Day
*New Year's Eve - Half Day	Thanksgiving Day
Presidents Day	Christmas Day
Memorial Day	*Christmas Eve - Half Day
Fourth of July	

* New Year's Eve and Christmas Eve: If any employee works a full half-day on the working day immediately preceding New Year's Day, he shall receive a full day's pay. The same shall apply if any employee works a full half-day on the working day immediately preceding Christmas Day.

No work shall be performed on Labor Day except to save life or property.

All such holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the normal calendar date except that holidays which occur on Sunday shall be observed on the following Monday.

Section 10. ECONOMIC PACKAGE AND WAGE RATES

A. Foreman

	Per hour	Per day	Per week
07/01/ 08	\$40.65	\$325.20	\$1,626.00

B. Asst. Foreman (Pusher)

	Per hour	Per day	Per week
07/01/ 08	\$40.275	\$322.20	\$1,611.00

C. Journeyman

	Per hour	Per day	Per week
7/01/08	\$39.65	\$317.20	\$1,586.00

D. Probationary Apprentice (no prior experience in construction work for at least 6 months)

	Per hour	Per day	Per week
07/01/ 08	\$20.92	\$167.36	\$836.80

E. Apprentice (for the 12 month period after completion of Probation).

	Per hour	Per day	Per week
07/01/ 08	\$21.52	\$172.16	\$860.80

F. Apprentice (for remainder of Apprenticeship Training, at least 18 months).

	Per hour	Per day	Per week
07/01/ 08	\$22.12	\$176.96	\$884.80

Total Apprenticeship period at least three (3) years.

The total package increase for the six (6) years is \$24.00 per hour: \$3.55 for the first year; \$3.55 for the second year; \$3.55 for the third year; \$4.45 for the fourth year; \$4.45 for the fifth year; and \$4.45 for the sixth year. The package will be divided as follows:

July 1, 2008	\$1.55 per hour*
January 1, 2009	\$2.00 per hour
July 1, 2009	\$1.55 per hour
January 1, 2010	\$2.00 per hour
July 1, 2010	\$1.55 per hour
January 1, 2011	\$2.00 per hour
July 1, 2011	\$2.00 per hour
January 1, 2012	\$2.45 per hour
July 1, 2012	\$2.00 per hour
January 1, 2013	\$2.45 per hour
July 1, 2013	\$2.00 per hour
January 1, 2014	\$2.45 per hour

* The economic package increase is effective the first payroll period following July 1, 2008.

The Union shall have the option to allocate any portion of the wage and/or fund contribution increases set forth above at any time during the term of this Agreement, upon thirty days written notice to the Association.

Should by virtue of any existing or subsequently enacted legislation, any or all contributions to any fringe benefit fund be disallowed as an Employer tax deduction, said amount or amounts in excess of the allowable deduction shall be reallocated to either wages or another fringe benefit fund.

Section 11. APPRENTICES

For all jobs located in Nassau, Suffolk, and Westchester Counties, the ratio of Registered Apprentices to workers is as follows: (a) One Apprentice may be hired when employing four (4), up to and including six (6) Journeymen; (b) A second Apprentice may be hired when employing eight (8), up to and including fourteen (14) Iron Workers including Foremen; and (c) A third Apprentice may be hired when employing fifteen (15), up to and including twenty-one (21) Iron Workers including Foremen.

On any other job or operation covered by this Agreement, one (1) out of every ten (10) workers employed, including Foremen, shall be a Registered Apprentice, provided, however, that one (1) out of every seven (7) workmen employed, including Foremen, may be an Apprentice. There shall be no limitation upon the type of work to which Apprentices may be assigned, provided, however, that no Apprentice shall be permanently assigned to any one task, but shall be reasonably rotated from task to task to provide such Apprentice with maximum exposure to the tasks of the trade. All Apprentices employed in accordance with the foregoing, i.e., being reasonably rotated from task to task, shall be paid no more than the applicable Apprentice rate of pay as set forth in Section 10, Paragraphs D, E & F.

Section 12. TRAVEL EXPENSE OR SUBSISTENCE

All employees working in the Counties of Richmond, Westchester, Nassau and Suffolk shall receive travel expense as follows:

\$3.00 per day for Westchester, Nassau and Richmond Counties

\$4.50 per day for Suffolk County

If the Employer transports employees on the Employer's own time and at the Employer's own expense to and from jobs located in these Counties, namely, Richmond, Westchester, Nassau and Suffolk Counties, during the regular working hours covered by this Agreement, payment of the travel expense mentioned above shall be waived. If an employee is ordered by his Employer to go from one job to another on the same day and the employee uses his own car, he shall be paid the then applicable IRS mileage rate.

Section 13. PIECEWORK

It is agreed that piecework of any description is prohibited. It is agreed that the employees will not contract, subcontract, work piecework or work for less than the scale of wages established by the Agreement. The Employer agrees not to offer and/or to pay and the employees will not accept a bonus based on specific performance on any individual job.

Section 14. WORK LIMITATION

There shall be no limitation placed on the amount of work to be performed by any workman during working hours.

Multiple lifts, known as "Christmas treeing", in full compliance with OSHA Subpart R standards, shall be permitted in the boroughs of Brooklyn and Queens, as well as the counties of Nassau and Suffolk upon notice to the Union.

Section 15. PAYMENT OF WAGES

a. The payroll week shall end on Friday, quitting time, and wages and proof of purchase of fringes shall be paid by 9:00 a.m., Thursday and, if wages and said proof of purchase are not paid by Thursday, 9:00 a.m., on days the employees are unable to work, the employees shall be paid waiting time at the single, straight time rate from 8:00 a.m., Thursday until paid.

b. Wages are to be paid in cash or by check, provided, however, that prior to commencement of payment by check, the Employer must file with the Financial Secretary-Treasurer of each Local and with the Fund Office a bond guaranteeing payment to the employees in the penal sum of \$10,000.00 if his annual payroll for the year ending January 31st was \$100,000.00 or over, or a bond in the penal sum of \$5,000.00 if his annual payroll for the year ending January 31st was less than \$100,000.00. The annual payroll shall be determined from the records of the Iron Workers Locals 40, 361 and 417 Pension Fund based on wages earned by members of Locals 40 and 361. The bond shall be in a form acceptable to the Union and shall provide that notice of cancellation thereof shall be given to the Union and the Fund Office. Evidence of the renewal of any such bond shall be similarly filed in accordance with this Section.

In the event that an Employer issues a check or checks for wages which are not honored for payment for any reason, such Employer shall be required thereafter to pay wages only in cash.

c. When employees are laid off, or discharged, they shall be paid on the job immediately in full as hereinabove provided. If required to go to some other place or to the office of the Employer for their pay, they shall be paid for the

time consumed in so doing by the shortest possible route and by a regular public conveyance, plus the carfare paid by them. When employees quit of their own accord, they shall wait until the regular pay day for the wages and receipts due them and they shall receive such wages and receipts at the office of the Employer or at such other place as may be mutually agreed upon between the employee and the Employer.

d. Any undue delay or loss of time caused the employees through no fault of their own shall be paid for by the Employer causing such delay, at the regular straight time wages.

e. Accompanying each payment of wages shall be a separate statement identifying the employee, showing the total earnings, the amount of each deduction, the purpose thereof, and net earnings.

f. 1) The Employer shall deduct from the wages of each employee working within the jurisdiction of the Unions and who has executed an assignment, such sum as shall be certified in writing by the Financial Secretary-Treasurer of the respective Union to be the then current working assessment as duly adopted by the respective Unions, for each hour paid, which sum is the working assessment due to the Unions and shall remit the same to the Union within whose jurisdiction the work is being performed. The Union Assessment will be included in the receipt. The Employers shall provide weekly to the Union, a written report containing adequate information to identify the employee, the number of hours paid and the location of the job site.

2) It is agreed that the appropriate written employee assignments authorizing the aforementioned

deduction shall be in blanket form and filed in the Fund Office of the Locals 40, 361 and 417 Health, Pension, Annuity, Topping Out, Apprenticeship and Training, Industry Promotion, IMPACT and Vacation Funds.

3) The Fund Manager shall certify to the Employer by letter to the Employer the names of all those for whom he has an assignment. The Unions shall hold the Employers harmless for any claims arising out of their deduction of work assessments from the wages of employees working within the jurisdiction of the Unions made pursuant to and in accordance with this Section.

Section 16. HEALTH PLAN

a. For each straight time hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein, the Employer shall make contributions of \$10.30 per hour to the Iron Workers Locals 40, 361 and 417 Health Fund.

For each premium hour paid to each employee performing work covered by the Agreement within the meaning of Section 2 herein, the contribution shall be at premium rates. Premium time is defined in Section 9.

b. The contributions of the Employers shall be used exclusively to pay or provide for the payment of group life insurance, accidental death and dismemberment insurance, hospital expense insurance, surgical expense insurance, medical expense insurance, and temporary disability benefits to eligible employees and their eligible dependents and any other lawful benefits which the Trustees may in their discretion provide, in such form and amount as the Trustees

of the said Health Fund may determine. The Trustees shall, out of the funds in their possession, also pay or provide for the payment of premiums on policy or policies of group insurance for sickness benefits which shall provide disability insurance benefits required to be made and paid under Chapter 600 of the Laws of the State of New York approved and effective April 13, 1949, as amended, and the organization and administration of the Health Fund.

c. It is further agreed that this Agreement and the specific provision for sickness benefits hereunder, and such other benefits hereinabove mentioned as the Trustees may determine, shall be in lieu of any obligation imposed upon Employers or employees for insurance and contribution required or provided for in such aforementioned law.

d. The said Health Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated September 1, 1948, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

e. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40, 361 and 417 Health Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

Section 17. PENSION PLAN

a. For each straight time hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein, the Employer shall make contributions of \$8.25 per hour to the Iron Workers Locals 40, 361 and 417 Pension Fund.

For each premium hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein, the contribution shall be at premium rates. Premium time is defined in Section 9.

b. The contributions of the Employers shall be used exclusively to provide pension benefits through a qualified plan to eligible employees in such form and amount as the Trustees of the Pension Fund may determine, and the organization and administration expenses of the Pension Fund.

c. The said Pension Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated April 5, 1954, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

d. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40, 361 and 417 Pension Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

Section 18. VACATION PLAN

a. For each straight time hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein (excluding Apprentices and Trainees for whom the contribution shall be \$7.51 per hour), the Employer shall make contributions of \$13.50 per hour to the Iron Workers Locals 40, 361 and 417 Vacation Fund.

For each premium hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein, the contribution shall be at premium rates. Premium time is defined in Section 9.

b. The contributions of the Employer shall be used exclusively to provide vacation benefits to eligible employees in such form and amount as the Trustees of the Vacation Fund may determine, and the organization and administration expenses of the Vacation Fund.

c. The said Vacation Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated August 18, 1960, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

d. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40, 361 and 417 Vacation Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

Section 19. APPRENTICESHIP AND TRAINING FUND

a. For each hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein the Employer shall make contributions of \$.58 per hour to the Iron Workers Locals 40 and 361 Apprenticeship and Training Fund.

For work performed for the duration of this Agreement, the contributions shall be at premium rates for each premium hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein. Premium time is defined in Section 9.

The contributions of the Employers shall be used to provide for the training of apprentices and the upgrading

or improvement of skills in the industry as shall be deemed necessary by the Trustees, and the organization and administration expenses of this Fund.

b. The said Apprenticeship and Training Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated January 26, 1967, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

c. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40 and 361 Apprenticeship and Training Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

Section 20. ANNUITY FUND

a. For each hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein (excluding Apprentices and Trainees for whom contributions shall be \$4.25 per hour), the Employer shall make contributions of \$9.38 per hour to the Iron Workers Locals 40, 361 and 417 Annuity Fund.

The contributions shall be at premium rates for each premium hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein. Premium time is defined in Section 9.

b. The contributions of the Employers shall be used to provide annuity (supplementary retirement) benefits, permanent disability benefits and any other lawful benefits which the Trustees may in their discretion provide, in such

manner and amount as the Trustees may determine, and for the organization and administration expenses of the Fund. The contributions shall be made on behalf of individual employees and credited to the individual employee's account in the Fund. The cents per hour contribution to this Fund shall not be considered as part of payroll for the purpose of calculating payments to any other Fund under this Agreement.

c. The said Annuity Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated November 13, 1969, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

d. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40, 361 and 417 Annuity Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

Section 21. TOPPING OUT FUND

a. For each hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein (excluding Apprentices and Trainees for whom contributions shall be \$4.52 per hour), the Employer shall make contributions of \$7.80 per hour to the Iron Workers Locals 40 and 361 Topping Out Fund.

The contributions shall be at premium rates for each premium hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein. Premium time is defined in Section 9.

b. The contributions of the Employers shall be used to provide benefits pursuant to an additional benefits plan to eligible employees in such form and amount as the Trustees of the Topping Out Fund may determine, and for the organization and administration expenses of the Fund. The contributions shall be made on behalf of individual employees and credited to the employee's account in the Fund. The cents per hour contribution to this Fund shall not be considered as part of payroll for the purposes of calculating payments to any other Fund under this Agreement.

c. The said Topping Out Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated October 12, 1982, as amended and/or restated from time to time, which is hereby incorporated by reference and made part hereof.

d. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40 and 361 Topping Out Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

Section 22. INDUSTRY PROMOTION FUND

a. The Employer shall contribute \$.30 per hour, for each hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein to The Steel Institute of New York or its successor in interest. The contributions shall be at premium rates for each premium hour paid to each employee performing work covered by this Agreement within the meaning of Section 2 herein. Premium time is defined in Section 9.

b. The said Steel Institute of New York shall continue to be administered pursuant to the Amended Agreement and Declaration of Trust dated June 12, 1972, which, as amended and/or restated from time to time, is hereby incorporated by reference and made part hereof.

c. The contributions shall be used to advance the interests of the iron and steel industry in the Greater New York area and of those who are engaged in it through such programs and activities, and in such manner and amount, as the Trustees in their discretion may determine are likely to foster greater use of the industry's products and services, expanded opportunities for employment, higher efficiency, the elimination of substandard working and safety conditions and related purposes as more fully specified in the Amended Agreement and Declaration of Trust dated June 12, 1972, and for the organization and administration expenses of the Fund.

d. The required Employer contributions shall be paid in receipts purchased from the Iron Workers Locals 40, 361 and 417 Union Security Funds Office. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of this Agreement.

e. At the option of the Association, the contribution to The Steel Institute of New York shall be increased during the course of this Agreement a maximum of \$.10 per hour bringing the total contribution to \$.40 per hour.

Section 23. IMPACT

a. The Union and the Association agree that they shall participate in the Ironworker Management Progressive Action Cooperative Trust (IMPACT) a jointly trusted Cooperative Trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code. The general purposes of the Trust include the improvement and development of the unionized Ironworking Industry through education, training, communication, cooperation and governmental lobbying and legislative initiatives.

b. The contribution to IMPACT, effective July 1, 2008 shall be \$.24 per hour paid. The contribution set forth herein shall come from the economic package set forth in Section 10 and shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund. In addition, the Union and the Association agree that each of them shall become bound to IMPACT's Drug and Alcohol Screening Policy and Procedure. When an Association member requests a Union member who has been cleared through the IMPACT data base, one will be provided.

Section 24. TRUST FUNDS PROTECTION

a. The Employer shall make available to the auditors of the Pension, Health, Vacation, Apprenticeship, Annuity, Topping Out and Industry Promotion Funds provided for in this Agreement, within ten (10) days after written notice from the Trustees, any and all records which, in the discretion of the Trustees of said Funds or any one Fund, may be required including any and all records of any of the Employer's affiliated companies within the meaning of Section 4(2) herein to determine whether the Employer has made the contributions it is obligated to make pursuant to this Agreement.

b. The Employer shall furnish the Trustees of the Pension Fund, the Trustees of the Health Fund, the Trustees of the Vacation Fund, the Trustees of the Apprenticeship Fund, the Trustees of the Annuity Fund, the Trustees of the Topping Out Fund and the Trustees of the Industry Promotion Fund with reports for each calendar month not later than the 15th day of the month following, providing the names, job classifications, social security numbers, wages earned and hours worked for all employees covered under this Agreement, together with such other information as may be required by the Trustees for the proper and efficient administration of each of the said Funds.

c. Notwithstanding the provisions for the methods of payment of contributions to the various Trust Funds set forth in prior Sections of this Agreement, the Trustees of each of the Funds may in their discretion revise the agreed upon methods of payment of contributions and the Employer shall, upon adequate notice, thenceforth make contributions to the Funds in accordance with the newly-prescribed methods of payment.

d. Failure to pay contributions or to provide reports or records in accordance with this Section to any of the aforesaid Funds as required, shall constitute a breach of this Agreement by the defaulting Employer, and the Union, without further notice, reserves the right to forthwith withdraw its men from jobs of the Employer, or take such other action as it deems necessary, any terms of this Agreement to the contrary notwithstanding, and the defaulting Employer must pay to each employee at the straight time rate for the number of regular working hours of employment which the employees who are withdrawn from the Employer lose as a result of such withdrawal.

e. The Union will not furnish any employees to any Employer until and unless a signed copy of a collective bargaining agreement between the Union and the Employer is filed with the Fund Office.

f. Each Employer is required to file with the Unions and Fund Office a surety bond in the following amounts:

<u>Number of Members in the Bargaining Unit</u>	<u>Amount of Bond</u>
1-9	\$30,000
10-24	\$75,000
25 & more	\$150,000

The determination of the number of members in an individual Employer's bargaining unit shall be based on the average number of such employees employed during the fifty-two (52) week period immediately preceding the purchase or renewal of the surety bond.

The purpose of the bond is to guarantee the payment of all contributions to the Pension, Health, Annuity, Vacation, Apprenticeship Training, Topping Out, Industry Promotion Funds and IMPACT. Such bond shall provide that the Unions and the Fund Office be given notice of cancellation of same. Renewal of such bonds shall be similarly filed in accordance with this sub-section.

Any Employer who is party to a collective bargaining agreement as of June 30, 2008 shall be given thirty (30) days from the date of a "Notice to Comply" with the aforementioned bond requirements to comply therewith. All other Employers shall be given fourteen (14) days from the date of a "Notice to Comply" with the aforementioned bond requirements to comply therewith.

In the event an Employer is delinquent in its contributions to the aforementioned benefit Funds for more than one (1) week, written notice of such delinquency must be given by the Union and Fund Office to the surety company underwriting the bond. The Union will not furnish any employees, nor shall the Fund office sell any receipts, to any Employer who has not complied with the provisions of this sub-section.

g. In the event of any nonpayment or underpayment of any fringe benefit Fund contribution as provided in this Agreement, then there shall be added to such indebtedness interest at the rate of ten percent (10%) per annum and liquidated damages of twenty percent (20%) of the amount of the indebtedness.

In the event a dispute arises in connection with the meaning, interpretation, application of the fringe benefit provisions or the alleged violation of the Employer's obligation to make required fringe benefit contributions to any of the Funds as required by Sections 16 through 23 or in

connection with any of the provisions of this Section 24 or in connection with any rule or procedure of the Trustees of any of the Funds affecting collection of contributions to the Funds or distribution of receipts to employees, such dispute shall be submitted for final and binding determination to the Hon. Eric Schmertz, as the Impartial Arbitrator. If for any reason Eric Schmertz is incapacitated or for any other reason is unable to act expeditiously, he shall designate a substitute Arbitrator. The Arbitrator shall have all the powers granted to arbitrators pursuant to the Civil Practice Law and Rules of the State of New York and shall be authorized to compel the production of books and records involved in a dispute. The decision rendered by the Impartial Arbitrator shall be final and binding on the Employer, the Union, and the Funds. The expense of the arbitration procedure shall be borne equally by the Employer and the Funds except that, if collection is made pursuant to an arbitration award, such decision shall contain a directive that the Employer pay the actual cost of an audit, if any, used to establish the indebtedness, plus the arbitration fee and costs and expenses as determined by the Arbitrator, plus reasonable attorneys' fees in the amount of twenty-five percent (25%) of the indebtedness in delinquency cases, which amount the parties agree is a reasonable collection charge, and reasonable attorneys' fees determined by the Arbitrator in failure and/or refusal to submit to an audit cases, and, in addition thereto, interest at the rate of ten percent (10%) per annum and liquidated damages of twenty percent (20%) of the payments due to said Funds, which amounts shall be paid to the Trustees of said Funds. It is recognized and agreed that the Funds have had and continue to have an independent right to submit such disputes to the Impartial Arbitrator.

h. The Trustees of any or all of the said Funds may refer the collection of the required payments and the refusal to submit to audit cases to an attorney and, in that event, the Employer agrees to pay, in addition to the monies owing, all collection expenses including court costs, if any, together with interest and liquidated damages as per subsection g, and attorneys' fees of twenty-five percent (25%) of the delinquency which the parties agree is a reasonable collection charge, and reasonable attorneys' fees in audit cases to be set by the Arbitrator.

i. The Joint Board of Trustees shall employ as many investigators as it deems necessary to insure that all the Employers who contribute to the Funds are doing so in the proper amount, that all the jobs or operations which fall within the jurisdiction of the Unions are being performed by Employers who have signed full collective bargaining agreements with the Unions which agreements are on file in the Fund Office; that Employers are purchasing receipts in the proper amount, that all jobs or operations are registered with the Fund Office, and that the employees are receiving receipts with their weekly pay in the proper amount. The investigators shall have the authority to check Job Stewards' reports with the employees on the job as well as with the Employers and their representatives.

j. Resort to a remedy under this Agreement or under the Agreements and Declarations of Trust for the collection of contributions due the Funds or any one Fund, shall not be deemed a waiver of the right to resort to any other remedy provided therein or by law. Resort to one remedy at one time shall not be deemed a waiver of the right to resort to others at a future or subsequent time. In any proceeding to confirm an award of the Impartial Arbitrator, service may be made by Registered or Certified Mail within or without the State of New York, as the case may be.

k. In the event an Employer becomes delinquent to the Funds and a principal, officer, majority stockholder or person who maintains de facto control over said entity becomes a principal, officer, majority stockholder or person who maintains de facto control over any other entity which performs work as set forth in Section 2 of this collective bargaining agreement, the entity with which said person becomes affiliated as set forth above, shall be subject to all the rights and remedies set forth herein, including, but not limited to, collection of the former Employer's debt, as well as the remedies set forth in Section 24 (d) above.

Section 25. REPORTING TIME

When an employee is ordered by the Employer or his representative to report for work and then through no fault of the employee is not put to work or is employed for less than two (2) hours, the Employer shall pay the employee for two (2) hours' time, conditions permitting work, provided the employee remains on the job during the said two (2) hours. On jobs of more than two (2) hours' duration, all employees shall be paid for the actual hours worked. However, employees will receive one (1) hour of "show-up" pay for days they cannot work due to weather conditions. The employee must remain on the job site for one (1) hour in order to be eligible for this pay. At the Employer's discretion, it may require employees to remain on the job site for two (2) hours on such days and, in such event, employees remaining on the job site shall receive two (2) hours of "show-up" pay. When employees are required to go from yard to job or from job to job during their working hours, they shall be paid for the time consumed by them in so doing plus carfare paid by them. On a job-by-job basis, and subject to mutual agreement between the Employer and the Union, employees

may be required to be at their work stations at 8:00 a.m. (or 7:00 a.m. or 7:30 a.m. if the job in question is being worked under the flexible starting time provision of the Agreement). The compensation for this condition will be agreed upon on a job-by-job basis.

When an employee is ordered by the Employer or his representative to report for work on Saturday, Sunday or a holiday, but then, through no fault of the employee, is not put to work or is employed less than two (2) hours, the Employer shall pay the employee for two (2) hours' time at premium rates provided the employee remains on the job during the said two (2) hours.

When a Foreman or Assistant Foreman is ordered by the Employer or his representative to report for work on a Saturday or Sunday and then, through no fault of the employee, is not put to work, the employee shall receive eight (8) hours pay at the regular straight time rate. When a Foreman or Assistant Foreman is ordered to report for work on a holiday but then, through no fault of the employee, is not put to work, the employee shall receive at least two (2) hours' pay at premium rates plus the eight (8) hours' pay at straight time to which he is otherwise entitled. If such employee is put to work on a holiday and works in excess of four (4) hours, he shall receive a total of sixteen (16) hours' pay at straight time rates.

Section 26. FOREMAN

On all jobs, there shall be a Foreman who shall receive a Foreman's wages, and the Foreman is the only representative of the Employer who shall issue instructions to the employees. There shall be no restriction as to the employment of Foremen or Assistant Foremen (pushers). The Employer may

employ on one piece of work as many Foremen or Assistant Foremen (pushers), as in his judgment are necessary for the safe, expeditious and economical handling of the same.

All Foremen and Assistant Foremen (pushers) shall be classified as straight time employees who are hired by the week except at the start and finish of the job, and in such cases, they shall be paid for the actual days worked.

On completed jobs where one (1) employee returns to do corrective work or where one (1) welder is left to complete his operation, he shall be the Foreman and, in that event, the rate of pay for Foreman shall be paid.

Section 27. IRON WORKERS REQUIRED ON GUY AND STIFF LEG DERRICKS

All guy and stiff leg derricks when used in erecting structural steel work shall be manned by six (6) Iron Workers and a pusher (Assistant Foreman) unless the derrick is turned by a mechanical device, in which case such derrick may be manned by five (5) Iron Workers. On the erection of steel where a crane is used, a minimum of five (5) Iron Workers and a Foreman shall be used, with one (1) Iron Worker designated as a signal man, provided, however, in the erection and demolition of any type of building of 100 feet or under above grade, a minimum of three Journeymen, one Registered Apprentice that is available from the Union, and one Foreman, may be used.

Notwithstanding the above, for the erection of pre-cast and pre-stressed concrete, a crew consisting of four (4) Journeymen and a Foreman may be used.

On hand derricks, a Foreman and a minimum of four (4) Iron Workers shall be used. On all other work where no

derrick is used, a sufficient number of Iron Workers shall be employed. It is agreed that the Employer, together with the Union, shall decide the number of Iron Workers necessary to man a job properly.

Section 28. VAULT WORK

On all vault work performed within the jurisdiction of the Unions as set forth in Section 2, paragraphs 5a and 5b of this Agreement, the following minimum number of workers shall be employed for the jobs indicated below:

1. At least six (6) Iron Workers and one (1) Foreman:

On all jobs involving the use of a gallows frame in the installation or removal of liners or vault doors.

2. At least five (5) Iron Workers and one (1) Foreman:

On jobs involving the installation or removal of a one-inch (1") liner at sidewalk level.

3. At least four (4) Iron Workers and one (1) Foreman:

On jobs involving the installation or removal of a one-half inch (1/2") liner at sidewalk level; on module bank buildings (mini-banks); on jobs involving the installation or removal of safe deposit boxes above or below sidewalk level; on jobs involving the installation or removal of portavaults above or below sidewalk level.

4. At least three (3) Iron Workers and one (1) Foreman:

On jobs involving the installation or removal of vault doors; on jobs involving the installation or removal of oversized or stacked safe deposit boxes; on jobs involving the installation or removal of night depositories above

or below sidewalk level; on jobs involving the installation or removal of portavaults at sidewalk level; or on jobs involving the installation or removal of chests or safes above or below sidewalk level, or chests or safes in excess of one (1) ton at any level.

5. At least two (2) Iron Workers and one (1) Foreman:

On jobs involving the installation or removal of fire doors; on jobs involving the installation or removal of standard size (200 series, 32-1/2" x 24") safe deposit boxes; on jobs involving the installation or removal of power files and on jobs involving the installation of chests or safes which weigh below one (1) ton.

6. At least one (1) Iron Worker and one (1) Foreman:

On jobs involving the installation or removal of automatic tellers, including all link ups between outside customer units and inside teller units; and the unloading, assembly and installation of under-counter steel.

Section 29. RIVETING GANGS

Riveting gangs shall be composed of not less than four (4) Iron Workers at all times. The Employer may require Heaters to have their fires going ready to furnish hot rivets at the regular starting time, but in such event, the Heaters shall be paid double time for such time worked before the regular starting time.

When three (3) or more riveting gangs are employed on any job, an Assistant Foreman shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the Assistant Foreman to temporarily fill the gang.

Section 30. SAFETY PROVISIONS

a. Planking Floors. Working floors upon which derricks set must be covered tight with suitable planking over entire floor except where openings are left for ladders. No more than two (2) floors, or a maximum of thirty (30) feet, beneath each riveting scaffold shall remain open or uncovered, and all such floors shall be planked within a minimum radius of ten (10) feet. Metal decking may be used instead of plank provided the decking is securely fastened.

b. Stiffening and Supporting Working Load Points. When iron is landed on the floor or any point of a structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

c. Riding the Load or Load Falls. No employee shall be permitted to ride the load or load fall except in case of inspection, and erection and dismantling of derricks.

d. Slings. Wire rope cable will be used instead of chains, hemp or nylon slings.

e. Netting of bridges. All bridges over fifty (50) feet above water will be netted adequately to protect employees.

f. Burning and Welding. On jobs involving burning on all surfaces containing toxic substances or contaminants the Employer shall supply Mine Safety Appliance constant flow air respirators or the equivalent thereof; on jobs in bank vaults where any burning or welding is required, exhaust fans shall be provided by the Employer.

g. The Employer expressly agrees to comply with the rules relating to the Protection of Persons Employed in the Erection, Repair and Demolition of Buildings or Structures in the Industrial Code of the State of New York and also

to comply with the rules relating to steel erection as set forth in Subpart R of the regulations promulgated by the U.S. Department of Labor pursuant to the provisions of the Occupational Safety and Health Act.

h. Protection of Signal Devices. Proper practical safe protection shall be used for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operations of any and various devices in connection with work being done by employees.

i. Elevator Shaft Protection. No employee will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above men working shall be planked safe in all elevator shafts.

j. Sweet milk or buttermilk shall be made available by the Employer to all men only when engaged in burning or welding on any material that is coated, painted or galvanized.

k. Helicopters shall not be used for erection.

l. An emergency telephone shall be provided to a responsible Employer representative within reasonable proximity to the work and the Employer will notify the Unions of the phone number designated for this purpose.

m. With the exception of Foremen and Stewards, the use of cell phones shall be prohibited during working hours.

Section 31. EMPLOYMENT OUTSIDE OF JURISDICTION

When employees are sent outside of the territorial jurisdiction defined herein, at a minimum, the rate of wages prevailing in New York City shall be paid as well as transportation expenses; when traveling at night, the Employer shall also furnish meals and berth. If the employee leaves the work before it is completed and without the consent of the Employer, it shall be on his own time and at his own expense.

When employees are employed on projects where jurisdiction is shared with another local of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, the rate of wages for all Iron Workers on such jobs shall be that which is set forth in this Agreement.

Section 32. DRINKING WATER - CLOTHES ROOM

The Employer shall furnish suitable drinking water at all times, and each job of sufficient size and length to justify same shall be provided with a shed or room for the employees to change their clothes and keep their tools.

The Employer will be held responsible for the loss of an employee's clothing if such loss occurs due to fire, theft or circumstances beyond the control of the employee while the employee's clothing is stored in the shed or room provided by the Employer, provided however, that the Employer's liability under this section to each employee shall be limited to a maximum amount of two hundred dollars (\$200.00). In no event, however, shall the Employer be responsible for the loss of an employee's money or personal valuables.

Section 33. COMPENSATION INSURANCE

The Employer must at all times provide insurance coverage required under the NYS Workers Compensation Law and shall furnish evidence of such coverage to the Union. Employers shall be given a grace period of ten (10) business days from the date of notice to provide such evidence of coverage to comply therewith. Failure to provide such evidence within such grace period shall be considered a breach of this contract and the Unions may withhold or remove employees from any job in question. Additionally, after the passage of the aforementioned ten (10) business day period, on any job where employees report to work and the Employer cannot produce evidence of coverage, and the employees cannot proceed to work, the employees shall be paid two (2) hours "show-up" pay.

Section 34. BUSINESS REPRESENTATIVE

The Business Representative of the Union shall be permitted to visit all jobs, but will in no way interfere with the progress of the work.

Section 35. JOB STEWARD

There shall be a Steward on each job who shall be appointed by the Business Representative. He shall keep a record of the employees laid off and discharged; and take up all grievances on the job and try to have the same adjusted, and in the event he cannot adjust them, he must promptly report that fact to the Business Representative, who shall attempt to adjust any matter without a stoppage of work. The Steward shall see that the provisions of this Agreement are complied with and report to the Union the true conditions and facts.

The Steward shall see that all injured members are properly cared for and report all accidents promptly to the Union.

It shall be the duty of the Job Steward to file timely, complete and accurate Steward's Reports with the Unions and the Fund Office on forms provided by the Unions for such purpose.

The Employer agrees that the Job Steward will not be discharged until after proper notification has been given to the Union and further, when employees are laid off, the Job Steward will be the last employee laid off, providing he is capable of performing the work in question; it being understood and agreed that the Steward's duties shall not include any matters relating to referral, hiring or termination of employment.

The Union agrees that these functions of the Job Steward shall be carried on in such manner as will not retard or interfere with the performance of work for the Employer by the Job Steward or other employees on the job.

Section 36. PROTECTION OF UNION PRINCIPLES

The removal of Journeyman iron workers and Apprentices from a job in order to render legal assistance to other Local Unions to protect union principles shall not constitute a violation of this Agreement, any provision to the contrary notwithstanding, providing such removal is first approved by the Union's General Executive Board and notice thereof is first given to the Employer involved. The Unions agree that when they have advance notice of demonstrations, rallies, or other activities for the protection of union principles consistent with this section, they will provide advance notice, whenever possible, of same to the Association through the office of its Executive Director.

Section 37. NON-DISCRIMINATION

There shall be no discrimination against any employee by reason of race, creed, color, national origin, sex or age.

Section 38. STANDARDS OF APPRENTICESHIP

The signatories hereto agree to abide by the Standards of Apprenticeship heretofore formulated by them as contained in a written document and as the same has been or may be amended from time to time.

Section 39. SUBCONTRACTORS

The Employer agrees not to sell or assign, subcontract or sublet any work covered by this Agreement to any person, firm or corporation which is not in contractual relationship with the Union. Any Employer who violates this Section shall be liable to the Joint Funds for the fringe benefit contributions due on work performed by his subcontractor.

Section 40. SETTLEMENT OF DISPUTES

- (1) a. There shall be no strikes or lockouts upon the work of the Employer, nor shall the members of the Union collectively or in concert leave the work of the Employer, nor shall any sympathetic strike against any Employer be entered into by the Union.

Any grievance, complaint, or dispute between the Union and the Employer arising out of this Agreement or as to the meaning, interpretation, application or alleged violation of any provision or

provisions of this Agreement, except as provided in subsection (2) of this Section, shall be handled in the first instance by an officer of the Union designated by the Union and a representative of the Employer involved who is a member of the Association.

- b. If the Representatives of the Union and the Employer fail to reach an agreement within five (5) work days, the grievance, complaint, or dispute shall be handled by a designee or designees of the Union and the Association. The designee of the Association shall be a member of the Association or a permanent employee of the Association.

The aggrieved party shall file a statement of the grievance, complaint, or dispute with the Association or the Union, as the case may be.

The designees shall meet within two (2) work days after the receipt of written notification.

- c. If the designees of the Union and the Employer fail to reach agreement within three (3) work days after they meet, as provided above, the grievance, complaint, or dispute shall upon request of either party to this Agreement be submitted for final and binding determination to an Arbitrator designated by the American Arbitration Association in accordance with its rules and regulations. The Arbitrator shall be empowered to employ all powers granted to arbitrators pursuant to the Civil Practice Law and Rules of the State of New York and shall be authorized to compel the production of books and records involved in a dispute.

- d. If the party initiating the grievance, complaint or dispute fails to submit the matter to the American Arbitration Association as set forth above, within thirty (30) work days after the designees of the Union and the Association are unable to reach agreement, the matter shall be dropped.
- e. The expense of the arbitration procedure shall be borne equally by the Employer and the Union.
- f. The Arbitrator shall have the power to award appropriate remedies, the award being final and binding upon the parties and the employee(s) or Employer(s) involved. Nothing herein shall be construed to forbid either party from resorting to Court relief from, or to enforce rights under, any Award. In any proceeding to confirm an award of the Arbitrator, service may be made by Registered or Certified Mail, within or without the State of New York, as the case may be.

(2) The foregoing provisions for arbitration are not intended and shall not be construed as in any way qualifying or making subject to change any provisions of the Agreement including, but not limited to the handling of negotiations for a new Agreement, change in wage scale or jurisdictional disputes.

Section 41. COFFEE BREAK

Each employee shall be entitled to one (1) coffee break of not more than five (5) minutes in the morning and one (1) coffee break of not more than five (5) minutes in the afternoon, to be taken at the employee's position.

Section 42. UNION MEMBERS AS CONTRACTORS

It is contrary to the spirit of this Agreement and contrary to the Constitution of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO, for active Union members to act as contractors or for Employers to work with the tools or otherwise perform the work performed by members of the bargaining unit. Therefore:

a. No Union member may act as an Employer under this Agreement unless he first takes out a withdrawal card pursuant to the Constitution of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO.

b. No members of any Local Union shall perform any bargaining unit work for any contractor owned, managed or controlled directly or indirectly by the wife, father, mother, brother, sister or relative of any member of a Local Union until such member or members have obtained permission from the Executive Board of the Local Union to work for such contractor.

Any member found to have violated the provisions of Sections 42 (a) and/or 42 (b) shall be subject to the following sanctions:

1. Suspension from membership in the Union.
2. Pay to the Trustees of the Pension, Health, Vacation, Apprentice, Annuity and Topping Out Funds, in addition to the amounts required to be contributed to the various fringe benefit Funds as set forth in Sections 16 through 23, an additional amount equal to said level of contributions for each hour of employment worked in violation of said Sections 42 (a) & (b). All monies

so received shall be used to offset the administrative expenses of the said Funds and shall not be credited to the individuals involved.

c. The Unions shall not enter into any contract or furnish its members to work for any contractor or company which is owned or controlled directly or indirectly by the wife, father, mother, brother, sister or relative of any member of a Local Union unless such contractor first applies and receives permission from the Executive Board of the Local Union.

d. For the purposes of this Section, signatures by members of any Local Union on payroll checks, any and all reports to City, State or Federal Agencies, business insurance policies, bank accounts, and the like, shall constitute presumptive evidence of the ownership or control of the business by such member. Such documents shall be available to the auditors and any investigators employed by the Joint Funds for the purpose of inspecting the signatures thereon.

Section 43. LABOR MANAGEMENT COMMITTEE

There shall be created a Labor Management Committee jointly trustee and administered by the Unions and the Association. The Labor Management Committee may submit requests for grants to, among others, the Industry Promotion Fund during the term of the contract.

Section 44. UNION AGREEMENTS

If either of the Unions enter into any written agreement which permits the employment of its members on any job under terms and conditions less favorable than are provided herein, all Employers party to this Agreement shall be granted such less favorable terms and conditions. The Unions will

enforce this Agreement diligently and uniformly so that no discrimination against any members of the Association will exist.

Section 45. RECORD KEEPING

a. Upon receipt of appropriate information from the Employers, the Fund Office shall keep a record of the names and social security numbers of those members of the bargaining unit who have received the safety training required by OSHA's HAZ COM regulations. The aforementioned records shall also, where provided by the Employers, list the Employer providing said safety training.

b. Upon receipt of appropriate information from the Employers, the Fund Office shall keep a record of the name and social security number of those members of the bargaining unit who have completed I-9 forms or other Employment Eligibility Verification forms that may be required by the U.S. Citizenship and Immigration Services. The aforementioned records shall also, where provided by the Employers, list the Employers who obtained said I-9 form or other Employment Eligibility Verification form.

c. The Employer agrees to indemnify and hold harmless the Union from any and all claims, actions or proceedings arising out of said record keeping requirements as set forth in Sections 45 (a) and (b) above.

Section 46. SCOPE OF AGREEMENT

This Agreement contains all of the provisions agreed upon by the Employers and the Union. Neither the Employers nor the Union will be bound by rules, regulations or agreements not herein contained except interpretations or decisions of the Impartial Arbitrator.

Section 47. SAVINGS CLAUSE

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force or effect.

Section 48. DURATION AND TERMINATION

The Agreement shall remain in full force and effect until midnight of June 30, 2014 and, unless written notice be given by either party to the other at least four (4) months prior to such date (June 30, 2014) of a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereto, shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notice as hereinabove provided for in this Section, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of New York, State of New York.

FOR LOCAL UNION NO. 40 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers:

By: _____
President

By: _____
Business Manager

FOR LOCAL UNION NO. 361 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers:

By: _____
President

By: _____
Business Manager

FOR ALLIED BUILDING METAL INDUSTRIES, INC.:

By: _____
Executive Director

By: _____
President

SCHEDULE "A"

A.C. Associates
124 Park Avenue - Box 506
Lyndhurst, NJ 07071
(201) 939-6866

Ahern Painting Contractors, Inc.
69-24 49th Avenue - P.O. Box 1070
Woodside, NY 11377
(718) 639-5880

American Bridge Company
One Bridge Plaza
Fort Lee, NJ 07024
(201) 592-1200

A-VAL Architectural Metal Corp.
240 Washington St.
Mt Vernon, NY 10553
(914) 662-0300

BUDCO Enterprises, Inc.
145 Plant Avenue
Hauppauge, NY 11788
(631) 434-6500

Certified Fence Corp.
59 Grand Avenue
Harrison, NY 10528
(914) 381-5200

Coordinated Metals, Inc.
626 16th Street
Carlstadt, NJ 07072
(201) 460-7280

Cornell & Company, Inc.
P.O. Box 807
Woodbury, NJ 08096
(856) 742-1900

DCM Erectors, Inc.
110 East 42nd Street - Suite 1710
New York, NY 10017
(212) 599-1603

DeFoe Northeast, J/V
800 South Columbus Avenue
Mt. Vernon, NY 10550
(914) 699-7440

Empire City Iron Works
10-37 46th Road
Long Island City, NY 11101
(718) 361-0100

Enclos Corp.
2770 Blue Water Road
Eagan, MN 55121
(800) 831-1108

Falcon Steel Company, Inc.
P.O. Box 1567
Wilmington, DE 19899
(302) 571-0890

Genetech Building Systems, Inc.
166 Industrial Loop Rd., Second Floor
Staten Island, NY 10309
(718) 227-0622

International Creative Metal, Inc.
37-28 61st Street
Woodside, NY 11377
(718) 899-7306

J.C. Steel Corp.
1229 Lakeland Avenue
Bohemia, NY 11617
(631) 563-3545

Kiewit Constructors, Inc.
470 Chestnut Ridge Road
Woodcliff Lake, NJ 07677
(201) 571-2500

Kiewit Constructors, Inc./Weeks Marine, J/V
470 Chestnut Ridge Road
Woodcliff Lake, NJ 07677
(201) 571-2500

Kiewit/Tully, J/V
65 E. 149th Street
Bronx, NY 10451
(718) 764-0388

Koch Skanska, Inc.
400 Roosevelt Avenue
Carteret, NJ 07008
(732) 969-1700

A.J. McNulty & Co., Inc.
53-20 44th Street
Maspeth, NY 11378
(718) 784-1655

Ment Bros., I.W. Co., Inc.
150 West 22nd Street - 10th floor
New York, NY 10011
(212) 217-6500

Metal Teck, Inc.
2260 State Road, Suite 100
Bensalem, PA 19020
(215) 295-7761

Metralite Industries, Inc.
132-70 34th Avenue
Flushing, NY 11354
(718) 961-1770

Metropolitan Metals Corp.
214 West 29th Street
New York, NY 10001
(212) 563-7177

Metropolitan Walters, LLC
214 West 29th Street
New York, NY 10001
(212) 563-7177

Metro Steel Erectors, Inc.
289 Scholes Street
Brooklyn, NY 11206
(718) 417-0600

Midlantic Erectors, Inc.
420 West First Avenue
Roselle, NJ 07203
(908) 241-7115

Nab Construction Corp.
112-20 14th Avenue
College Point, NY 11356
(718) 762-0001

Northeast Structural Steel, Inc.
107 Miller Place
Mt. Vernon, NY 10550
(914) 699-9900

Oriska Corp. General Contracting
104 East 40th Street, Suite 508
New York, NY 10016
(212) 352-3259

Perini Corporation
1022 Lower South Street
Peekskill, NY 10566
(914) 739-1902

Perini/Tudor-Saliba II, J/V
1022 Lower South Street
Peekskill, NY 10566
(914) 739-1908

PII
3 Schoolhouse Lane
Waterford, NY 12188
(518) 233-1800

Plan Metal, Inc.
167-05 Powells Cove Blvd.
Whitestone, NY 11357
(718) 357-6405

Ponderosa Fence Enterprises, Inc.
110 Stewart Ave.
Hicksville, NY 11801
(516) 433-9471

Post Road Iron Works
345 W. Putnam Avenue
Greenwich, CT 06830
(203) 869-6322

Railroad Construction Co., Inc.
75-77 Grove Street
Paterson, NJ 07503
(973) 684-0362

Residential Fences Corp.
1760 Rte. 25
P.O. Box 430
Ridge, NY 11961
(516) 924-3011

Royal Guard Fence Co., Inc.
550 Main Street
Westbury, NY 11590
(516) 334-7544

Solera Construction, Inc.
55 Water Street, Suite 303
New Rochelle, NY 10801
(914) 633-3300

Solera/DCM Erectors, Inc., J/V
110 East 42nd Street – Ste. 1710
New York, NY 10017
(212) 599-1603

Tower Installation, LLC
123 Day Hill Road
P.O. Box 767
Windsor, CT 06095
(860) 298-2000

United Iron, Inc.
Six Roslyn Place
Mt. Vernon, NY 10550
(914) 667-5700

Utopia Construction of NY Corp.
227 Willard Avenue
Farmingdale, NY 11735
(516) 647-4441

Village Dock, Inc.
18 Crescent Drive
Pt. Jefferson Sta., NY 11776
(516) 928-4104

W & W Glass Systems, Inc.
300 Airport Executive Park, Ste. 302
Nanuet, NY 10954
(845) 425-4000

**HEAVY, HIGHWAY AND UTILITY
AGREEMENT**

between the

**CONTRACTORS ASSOCIATION
OF ROCKLAND COUNTY, INC.**

and the

**EASTERN NEW YORK
LABORERS' INTERNATIONAL
DISTRICT COUNCIL
AND ITS
AFFILIATE LABORERS' LOCAL 754**

April 1, 2012 through March 31, 2015

**LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA LOCAL 754
HEAVY, HIGHWAY AND UTILITY AGREEMENT**

This agreement is made and entered into on this 1st day of April, 2012 by and between the current or future designated employers to the Contractors Association of Rockland County, Inc., and the Construction Industry Council of Westchester and Hudson Valley, Inc. and Certain Independent Employers (herein collectively referred to as the "Association" or "Employer") and the Eastern New York Laborers' District Council and its affiliated Laborers' Local 754 (hereinafter collectively referred to as the "Union") for work in the Union's designated geographical jurisdiction.

WITNESSETH:

WHEREAS the parties hereto are desirous of maintaining the amicable bargaining relationship heretofore created; and, towards that end, have agreed upon the terms, conditions and provisions as hereinafter set forth...

NOW, THEREFORE, it is mutually agreed as follows:

Recognition: The Employer hereby recognizes and acknowledges the Eastern New York Laborers District Council and its affiliated Laborers' Local 754 as the exclusive representative of all employees performing laborers' work in the classification and categories covered by this Agreement for the purposes of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

The Union recognizes the Association as the sole bargaining agent for the employers who are or will become members of the Association.

ARTICLE I

(A) When an Employer, party to this Agreement, does work outside of the territory covered by this Agreement, they shall conform to any existing agreement between Employers and Local Unions of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA in the locality where the work is being done.

(B) When an employer, party to this Agreement, prime, general or other category of contractor, sublets any work covered by this Agreement, he shall be responsible for the sub-contractor complying with all provisions of this Agreement. The Prime contractor guarantees the payment of welfare, pension, annuity, industry advanced payments and deductions for savings and dues supplement payment as required by this Agreement, by any subcontractor whom they employ or retain.

(C) Should it become necessary for the Union to remove any of the employees covered by this Agreement from their employment with any Employer signatory to the Agreement, because of a violation of any rules or working conditions other than jurisdiction of said agreement by such employer, the employees shall be entitled for time lost as a result of such contract violation, not to exceed (3) days pay at regular time rate. Such payment for time lost shall be made by the employer to employees prior to the resumption of any work.

ARTICLE II *Jurisdiction*

The territorial and craft jurisdiction of this local is that which is assigned to it by the International Union.

Tenders: Tending masons, plasterers, carpenters and other building and construction crafts; and mixing, handling and conveying of all materials used by masons, plasterers, carpenters and other building and construction crafts, whether done by hand, or by other process; drying of plastering which is done by salamander heat; and cleaning of all debris; the unloading from trucks or railroad cars when done by hand at the job site or rail siding, and the stacking piling, wheeling, carrying, handling and distribution of all material used by building and construction crafts including handling of rods and steels for metal lathers..

Scaffolding: Building of two (2) pole free standing scaffolding under 14 feet in height; and put-lock scaffold regardless of height, and staging for masons and plasterers.

Excavations and Foundations: Excavation for building and all other construction, digging of trenches, piers, foundations, holes, digging, sheeting, cribbing, bracing and propping of foundations, caissons cofferdams, dams and dikes, erection, filling and wiring of baskets, gabion walls and structures.

Concrete: Handling and erection of all types of pre-cast concrete for walls, pre-cast staywalls, concrete cribbing, foundations, floors, seawalls, bulkheads and jetties, or for any other construction, mixing, handling, conveying, pouring, vibrating, gunniting, and otherwise applying concrete, placing of curbs, and sidewalks whether performed by hand or other process; and wrecking, stripping, dismantling and handling concrete forms and false work, and building of centers for fireproofing purposes; handling, transportation, laying in place, joining of concrete planks in all places.

Streets, Ways and Bridges: Handling and erection of all types of guardrail on highways, work in the excavation, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, and bridges; and in the grading and landscaping thereof; and all other semi and unskilled labor connected therewith.

Sewers, Drains, Culverts and Multiplate: Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe, suction and discharge hose, or multiplate. Any digging, driving, sheet piling, lagging, bracing, shoring, and cribbing, breaking of concrete, backfilling, tamping, re-surfacing and paving of 8" ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers and all pipes for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that the employer may direct that this work be done under proper supervision (Referee Hutcherson's decision). Laying leveling and making of the joint of all multi-cell conduit or multipurpose pipe and pre-cast culverts regardless of shape and size. Pipe fusion on all type of pipe.

Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure sand holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking, boring or tunneling of pipe under said surfaces. Installation of septic tanks, cesspools, drain fields, and all non metallic pipe for all uses - sewage, gas, etc.

Trenches, manholes, etc.: Cutting of streets and ways for laying pre-cast conduits for all purposes, digging of trenches, manholes, etc., handling and conveying all materials for same, concreting of same, back-filling, grading and resurfacing of same; and all other semi and unskilled labor connected therewith.

Subways and Sewers: Construction of sewers, shafts tunnels, subways caissons, cofferdams, dike, dams, aqueduct, culverts, flood controls, piers, docks, viaducts and airports.

Underpinning and Shoring: Shoring, underpinning, cribwalls, raising and moving all structures.

Drilling and Blasting: All work of drill running, jack hammering and blasting.

Signal Men: Cranes, by radio or hand signal, all construction work defined herein.

General Excavation and Grading: The clearing, excavation, filling, back filling, grading and landscaping of all sites for all purposes; and all semi and unskilled labor connected therewith, including chainmen, rodmen, grade markers, lay out, transfer of grades, and GPS related work. 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.

Factories: Laborers in factories and mills.

General Laborers: All laborers in shipyards, material yards, junk yards, asphalt plants, cemeteries; and the cleaning of streets, ways and sewers; and all laborers work of any unskilled and semi-skilled nature.

Pits, Yards and Quarries: All drillers, blasters, signal men and laborers in quarries, crushed stone yards, and gravel and sand pits.

Wrecking: The wrecking of buildings and all structures. This work shall include all removal, 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 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.

Watchmen: Flagmen, guards, garbage and debris handlers and dumpmen. Assembling and placing of Gabion baskets on all types of work.

Hazardous Waste, Asbestos Abatement and Lead Abatement: The removal of hazardous waste, asbestos and lead and all labor connected therewith.

Lasers: The operation of lasers in conjunction with laborers work covered in this agreement, including but not limited to the classifications set forth.

Temporary Power and Lights: The use of generators, or any source of power to perform work of laborers' jurisdiction. The handling, maintaining, tending, thereof. The use of temporary lighting for the purpose of laborers work, the setting up, handling, maintaining, and tending thereof.

Temporary Enclosures and Protection: All work involved in the building, erecting, maintaining, and dismantling of temporary enclosures and protection in relation to concrete, masonry, and temporary heat.

ARTICLE IIA
Shaft, Tunnel and Caisson Work

Definition

This agreement is to cover all Heavy and Highway Construction and also all Tunnel, Shaft and Caisson work pertaining to Shaft and Tunnel contracts, also shield driven tunnels in free air and mixed face and soft ground liner plate tunnels in free air.

All clauses pertaining solely to Shaft, Tunnel and Caisson work will be identified throughout the contract with a **(T)** at the beginning and end of each clause.

(T) The Shaft, Tunnel and Caisson portions of this contract shall be reopened upon 30 days notice, solely to negotiate conditions and working hours for work under compressed air, with the Labor Relations Division of the Associated General Contractors of America, New York State Chapter, Inc. and the Construction Industry Council, if the necessity arises. **(T)**

Shop Steward

(T) Shop Steward(s) on shaft, tunnel and caisson projects shall receive Group 6 pay plus \$2.00 per hour and be guaranteed a minimum of forty hours exclusive of overtime. **(T)**

Foreman

(T) Foremen on shaft, tunnel and caisson projects shall receive Group 6 pay plus \$5.40 per hour. **(T)**

Voucher System

On all shaft, tunnel and caisson projects the Employer agrees to pay contributions to the Welfare, Pension, Training, Annuity Fund, L.E.C.E.T., and deductions for Vacation, working dues, district council dues, P.A.C. and I.A.F. for all straight time hours, all shape time hours, and all holiday hours not worked; as straight time. Hours worked on overtime, or holidays will be paid by the Employer at the time and one half or double time rate to the Pension, Welfare, Training, and Annuity funds, L.E.C.E.T., and deductions for Vacation working dues, district council dues, P.A.C. and I.A.F. Receipts will be issued to the Employer and Member by the Benefits Fund Office as contributions are paid. For additional information contact the Fund Office at 845-425-0210.

Work Groups

(T) Group 6: All laborers involved in tunneling operations, including but not limited to subways, sewer, water, vehicular and utility tunnels and all shafts, manholes and access ways in connection therewith. **(T)**

(T) Tunnel Rate Group 6: April 01, 2012 \$38.96 April 01, 2013 \$39.22 **(T)**

Shaft, Tunnel and Caisson Shift Work

(T) (a) In case of two or three shifts, the basic work week in free air shall commence at 8:00 a.m. Monday morning and end at 8:00 am on Saturday morning, with eight (8) consecutive hours constituting the regular work day for each shift; and a lunch period of one-half (1/2) hour without loss of compensation shall be allowed to the employee on each shift. The mealtime shall start four (4) hours from the starting time of the shift. For the purpose of computation of Holidays, Saturday and Sunday, the day shall be deemed to commence at 8:00 a.m. of the day in question and to end at 8:00 a.m. of the succeeding day. **(T)**

(T) (b) Employees working a double shift will be paid for the second shift at time and one-half (1-1/2). **(T)**

(T) (c) Regardless of the number of shifts employed on the job, any work performed prior to starting time, specified lunch period and after quitting time shall be paid at the overtime rate of pay. **(T)**

(T) (d) The time of entering or leaving the portal or top of shaft opening shall constitute the beginning or end of each shift. **(T)**

(T) (e) In the event employees do not enter or leave respective portal or shaft nearest their assigned change house, employees shall be furnished transportation and paid up to the time employees are returned to their respective portal or shaft opening. **(T)**

(T) (f) Whenever shift work is agreed upon by the Employer and Union, the Business Manager (Union) shall have the right to appoint a steward on each shift as he deems necessary.

(T) (g) See Article 40 in reference to benefit payments in relation to shaft, tunnel and caisson projects.

(T) (h) All clearing, temporary and permanent roads and parking areas, landscaping, erosion control, traffic maintenance, flagging, dump areas and temporary lighting above the tunnel operations shall be paid at the Tunnel Group 2 Rate. All other laborers involved in tunneling operations shall receive Tunnel Group 6 Rate. Stewards and Foremen shall be paid as per Articles 18 and 19. Benefits shall be paid for all laborers regardless of rate class of pay on tunnel projects. **(T)**

Tunnel Working Conditions & Safety Regulations

(T) The Employer and the Union agree to mutually cooperated and consult with each other with respect to all aspects of safety, accident prevention, health and medical facilities and medical treatment to the end that health and safety of the employees working on the job may be adequately and properly promoted and the prosecution of the work efficiently carried on. **(T)**

(T) 1. The Employer shall keep someone on the surface at all times to notify the Heading Crews of approaching thunder storms. **(T)**

(T) 2. Roof supports to be maintained in safe conditions at all times. Whenever roof conditions are unsafe the employees shall put the roof in a safe condition. **(T)**

(T) 3. A powder man to be with the powder car at all times. **(T)**

(T) 4. No dynamite shall be removed from the powder car to the jumbo until all electric power has been shut off to at least 150 feet from the heading. After the holes have been drilled in the face and blown out and the employees are ready to load the holes with dynamite, the electricians shall be instructed to shut off the power in the heading. Only the loading lights on the motor car should be used to light up the face where the employees are loading. The powder car is never to be brought up to the face until the power has been shut off by the electrician. **(T)**

(T) 5. No one is to ride on a motor car except the brakeman and powder man. Every employee, regardless of position, is to be informed that under no circumstances whatsoever may anyone ride on the motor car except the following:

- (a)** Powder man
- (b)** Brakeman
- (c)** An injured employee being transported to shaft
- (d)** Supervision when necessary

This rule should be strictly enforced and provisions made for disciplining any who violate it. No employee shall obscure the vision of the motorman. **(T)**

(T) 6. No motor car to move without a brakeman and until a brakeman has given signal to the motor man, except in emergencies. **(T)**

(T) 7. If a walker wants the signal changed, he should do so through the brakeman. All engineers should be instructed that they are not to move the motor car until the brakeman gives them a clear and definite signal, except in emergency. **(T)**

(T) 8. Man cars to proceed in and out of tunnel at safe speed at all times. Man car should be pulled at all times and never pushed. Man cars must be equipped with proper seating. **(T)**

(T) 9. In each heading the shifter shall be the only one who may pull the blasting switch and shall be the last employee out after the entire crew is moved back off the blasting switch. **(T)**

(T) 10. Signal men to remain at their posts at all times to signal cage and assist loading and unloading employees and material. **(T)**

(T) 11. Telephones leading into the heading shall be in first class order and as close to the heading as possible. Also teletalk shall be kept in repair at shafts.

(T) 12. The cage to move only on signal man's signal and he will enforce the law. Employees entering the cage must do so at the point where the signal man is stationed and he shall not signal to raise the cage if other employees over the posted capacity enter the cage. **(T)**

(T) 13. Proper scaling of the heading must be done before the jumbo comes in and at all other times. **(T)**

(T) 14. Employer to furnish rubber gloves and protective ointment for all employees to be issued by shifter in his respective gang. **(T)**

(T) 15. Care should be taken when blowing out holes at any time while the employees are working in the vicinity of the face or while they are doing any work on lagging or tightening roof pins and the shifter should order employees out of the way when blowing holes is going on. **(T)**

(T) 16. The air in the tunnels must be kept at rate of purity, prescribed by the Bureau of Mines. **(T)**

(T) 17. Goggles and face masks to be supplied to employees when blowing out cares or blowing off tracks or when preparing for invert in concrete. **(T)**

(T) 18. A safety motor car to be kept at all times in the vicinity of the heading while drilling. **(T)**

(T) 19. Safety chains or bolts to be provided on all air headers at all times while the employees are in the heading. **(T)**

(T) 20. No new employees to be broken in on mucking machine while full crew working. **(T)**

(T) 21. No welding between shooting switch and heading shall be done while powder is in the heading. **(T)**

(T) 22. In shafts and tunnels when hoist cage is out of operation all work shall cease, until repaired and all employees underground shall be notified immediately. **(T)**

- (T) 23. Any accidental stoppage or abnormal reduction of air flow from ventilation system underground shall be immediately reported to the Superintendent. Unless such condition is immediately corrected, work in the area affected by such stoppage shall cease and the workers affected shall be removed to a safe area. (T)
- (T) 24. The wings of the jumbo shall be held level at all times when employees are working on it. Also great care must be exercised in lowering the winds. The winds on the jumbo shall be held in a level position only by the tow arms and supports that ordinarily keep it in position. (T)
- (T) 25. For cleaning of invert – two miners will be on blow pipe, to alternate one (1) hour on and one (1) hour off – other employees holding or pulling blow pipe hose will be paid at miners rate of pay. (T)
- (T) 26. Tending of cable for mockers and all handling, to be done by a chuck tender. The grinding of bits is to be done by a miner. (T)
- (T) 27. There shall be one chuck tender for each hammer head being used on the Jumbo drilling operation at the heading. (T)
- (T) 28. The work of Pit man and Dump man shall be performed by Laborers. (T)
- (T) 29. Shop Steward shall be appointed by the Union and shall be recognized as the safety miner of his respective shift and shall receive tunnel rate of pay, Group 6 plus \$2.00. He shall also change shifts with his respective crew. (T)
- (T) 30. Any new type drilling machines used in the heading not covered by this Agreement will be subject to negotiations between this Company and the Union. The operation of any or all machines used or drilling rock or otherwise in shaft tunnel, caisson or surface shall be the work of the miner under the jurisdiction of Local No. 1000. (T)
- (T) 31. There will be a laborer at all times with top and bottom Bell Man. (T)
- (T) 32. The Employer agrees to give the Union forty-eight (48) hours advance notice of the Employer's intent to start heading or shaft gang. This shall not bar hiring without such notice to the extent that emergencies or unusual conditions beyond the control of the Employer shall have rendered it impracticable to give such notice. (T)
- (T) 33. Toxic and hazardous waste, lead abatement and asbestos abatement shall apply to shaft, tunnel and caisson work as well.

First Aid and Personal Comfort

- (T) 1. A thoroughly trained first aid crew should be hand at each tunnel. (T)
- (T) 2. Stretchers to be supplied in tunnel to remove the injured. (T)
- (T) 3. First Aid Crew on topside should immediately be notified by telephone of any serious injuries. All employees, no matter how slight the injury, must report to the first aid office for treatment in accordance with state law. (T)
- (T) 4. An adequate supply of blankets to be part of stretcher equipment, which will include four (4) blankets. (T)
- (T) 5. An adequate supply of ambulances. There should be at least one ambulance at each shaft and each portal, and each ambulance is to be fully equipped including blankets, proper stretcher and bed. Also the ambulance should be heated so that the injured persons will not suffer while being transported in cold weather. (T)
- (T) 6. Whenever an employee is transported by ambulance to a doctor or hospital, he shall be accompanied by one of the first aid men. (T)
- (T) 7. A change house shall be provided for each job whether the work is being done in free air or compressed air. If secondary shafts are used the distance between any such secondary shaft and the

change house shall not be excessive. The dressing room of the change house shall contain individual lockers for all employees with suitable facilities for drying out of work clothes and washing, and there shall be showers with plenty of hot and cold water with soap obtainable at all times. Hot coffee, milk and sugar shall be furnished to employees coming off shifts. Coffee urns and drinking cups shall be kept in clean and sanitary condition. The dressing room shall be kept in clean and sanitary condition and properly ventilated. There shall be a change house man to each shift. (T)

(T) 8. Drinking water. Provision should be made for an adequate supply of clean, cool water in containers that can readily be transported from place to place with paper cups in a sealed container to keep dirt and dust from getting into them. The shifter seeing to that the water is taken out before each shot and brought back as soon as mucking starts and the water containers kept filled. (T)

(T) 9. All employees must be sober while on the job and infractions should be reported to proper authorities. (T)

(T) 10. No walker to do any work of any employee. (T)

(T) 11. No threats or abusive language to be used by anyone. (T)

(T) 12. No breaking of shunts on caps until all holes are loaded. (T)

(T) 13. The high-balling of cars shall be conducted at a speed consistent with the safety of employees.

(T) 14. Within a period of twenty (20) minutes after the heading has been blasted, no employee except the shifter shall be required to approach closer than three hundred fifty (350) feet to the face but will do any work required in back of said 350 feet. (T)

(T) 15. Proper sanitary toilet facilities shall be maintained inside tunnel at all times. (T)

(T) 16. The Employer shall furnish the employees a safe and clean place for their lunch period. (T)

ARTICLE III

Working Rules

(A) The PARTIES hereto AGREE that the FOLLOWING shall pertain to all types of construction COVERED by this AGREEMENT.

(B) It shall be the function and duty of the business agent to use his best efforts to settle any and all grievances between the laborers, the local union and the employer. He shall have the power to permit work to be done outside of working hours or on holidays, in cases of emergency or where danger to life and property is involved. He shall be permitted to enter the building, or premises, on any job. He shall not interfere with the progress of the work, if same is done in accordance with this Agreement. If there is any violation of the terms of this Agreement he shall call same to the attention of the employer, superintendent, or labor foreman; and if not corrected may remove laborers' from job.

(C) Employers must furnish the laborers proper tools necessary for their work, the employer shall also furnish boots to laborers working in concrete or wet trenches; and also agree to furnish rain clothes to all laborers working in rainy weather or emergencies.

(D) Employers must pay the time and fares of the laborers to and from the job when they are sent out of jurisdiction to work.

(E) Where a jobsite is inaccessible to the employees' private transportation, it is agreed that the employer shall arrange to convey the members of the unit to and from the job. However, they must be paid during the time they are traveling between jobs.

(F) The employer is to furnish a suitable tool shed and quarters where laborers may eat their lunch and stay during unfit weather. The employer shall maintain all jobsites in accordance with the provisions of the Occupational Safety and Health Act of 1970 and any regulations or requirements issued subsequently thereto.

(G) All Employers, regardless of the number of members of the unit shall be required to carry unemployment and New York State disability insurance, so that the benefit and protection of unemployment and disability insurance coverage will cover all members of the unit.

(H) When an employee is injured on the job and because of injury required to leave the job, they will receive a full day's pay.

(I) While work covered under this agreement's being performed, there shall be a laborer, or laborers, at all times with cement finishers, bricklayers, plasterers, or other building trades' mechanics are working on all jobs, including overtime.

(J) Pitmen, excavating and dump men shall be required on all jobs.

(K) Where wagon, joy, air track, core and all other types of mounted or mobile drills are being operated helper manning will be mutually determined by the Union and Employer.

(L) Blasters may not act as laborer foreman or drill foreman. Drill foreman or labor foreman may not be a blaster. Each is a separate job.

(M) Members working on any classifications noted for a period of less than four (4) hours shall be paid for four (4) hours at that particular classification. After four (4) hours they shall be paid for eight (8) hours at that classification at which they worked.

(N) Any workman covered by this Agreement may be changed to a different classification of work, provided such employee is paid the rate of wages applicable to the classification of work actually performed.

(O) Employees reporting to work, but who are prevented from working for any reason whatsoever shall receive two (2) hours pay, provided they remain on the job site during the first two (2) hours. If employees start work they shall receive no less than four (4) hours pay. If work continues after the customary lunch period, employees shall receive (8) hours pay depending upon the type of construction, regardless of time worked.

(P) All laborers in Laborers' Local 754 and its jurisdiction shall be paid cash once each week by 2:30 P.M. Employers shall not hold back more than three (3) days pay at any one time and shall furnish a weekly receipt for social security, unemployment and disability benefit insurance deducted from wages; and must carry liability or worker's compensation and disability benefit insurance. Any contractor failing to pay the men on the specified day and hour shall pay the men waiting time at the rate of double time, but not to exceed 14 hours, until such men are paid in full. In such event, the men shall first receive the waiting time before any actual time is considered.

(Q) Shop Steward: The employer recognizes the right of the union to appoint one of its members to act as shop steward in all instances where laborers are employed regardless of how many jobs an employer may have. He shall see that the provisions of this agreement are being complied with and shall try to adjust minor disputes.

On the job where the prime contractor does or does not employ any men, but sub-contracts all the work he shall assume responsibility that the shop steward receives the wages and conditions as outlined in this agreement by the sub-contractors, or the prime contractor shall guarantee the payment of wages himself.

He shall be given sufficient time to perform his duties and shall not be discriminated against for doing so. He shall make out weekly steward reports to his local union and shall report all grievances to the business representative.

He shall also be responsible to see that the employer covers liability worker's compensation, unemployment and New York State disability insurance. He shall see that the employer supplies drinking water, in accordance with New York State Laws, and that a sufficient supply of such water is available at all times. He is also responsible to see that safety prevails at all times.

Shop Stewards shall be guaranteed 40 hours per week on heavy, highway and utility construction. To carry out the duties the shop steward is to be on job at all times when any laborers are working or laborers' work is being done, including overtime, and until the job is completed (he shall be the last laborer on the job), unless he is not competent in the performance of his work in such event, he shall be replaced by another laborer appointed by the business representative. No laborer in the unit shall be required to work on a job unless the steward is present or unless the business representative waives such requirement.

The business manager reserves the right to remove the shop steward at any time he sees fit, for the good of the union. He may not be laid off without the approval of the business manager.

(R) Upon notification by the contractor, the Union agrees to conduct a yearly review of the Shop Steward with the owner and/or the Project Manager.

(S) On all jobs employing four (4) or more laborers, one man shall be designated as working foreman. The foreman can discharge a laborer for causes. On jobs employing eight (8) or more men, one man shall be designated as foreman and shall not perform any laborer's work. It is also agreed that where more than one foreman is used, the additional foremen must be members in good standing of Laborers' Local 754. A foreman shall be the sole responsibility of the employer, whether a member of the union, or not. He shall act as agent of the employer only, and shall not apply, or attempt to apply, any regulation, rule, bylaw, or provision of the union constitution in any respect, or any obligation of union membership. Where there are fifteen or more men employed there will be a general labor foreman. Any man acting as general labor foreman, labor foreman or working foreman must be qualified and experienced to meet the requirements of the job.

(T) Prejob Conference: There shall be mandatory prejob conference. The Employer agrees to meet with the Union for a pre-job conference prior to commencement of any work on the subject project and the same shall apply to any and all sub-contractors. In the event that an Employer violates this article, the Union may serve a five (5) day notice of intention to strike on such Employer. If the Employer does not comply within five (5) days, the Union may strike such Employer without such action being a violation of the no strike clause of this contract. Where a sub-contractor has not had a prejob conference the five (5) day notice shall be served on the prime contractor.

(U) All laborers working in the jurisdiction of Laborers' Local 754, Rockland County, New York, shall have a (10) minute coffee break in the morning between 9:00 A.M. and 11:00A.M.

(V) Jurisdictional Disputes. The parties shall adhere to the agreement known as the Construction Industry Plan for the Settlement of Jurisdictional Disputes negotiated between the Building Trade Department and major national associations of contractors, pending an orderly resolution of the dispute as provided herein, there shall be no work stoppage, strikes or refusal to refer men to a project. Disputes concerning jurisdiction shall not be subject to grievance and arbitration procedures otherwise provided in this Agreement.

The Employer agrees to recognize the jurisdiction of work of the Union that has been established by its charter, by agreements with other crafts, awards contained in the Green Book or as a result of decisions by the National Joint Board or its successors, the Impartial Jurisdiction Dispute Board.

(W) Employees covered by the Agreement refusing to work in unsafe conditions shall not be discharged or discriminated against for doing so.

(X) If watchmen are to be employed on any project they must be referred by the Union; and if transportation is involved the employer must provide it.

(Y) Refusal to cross any lawful picket line shall not be deemed a violation of this Agreement.

(Z) The tending of salamanders or oil heaters or gas for temporary heat on any work stipulated in this article shall be done by laborers with the following conditions; at least one laborer must be employed at

all times when devices referred to in this heading are being used on any project under construction. When salamanders or heaters are in operation one laborer may not tend more than 25 if fired by oil or gas. When salamanders or heaters fired by solid fuel are in operation one laborer may not tend more than 15. When tending salamanders fired by solid fuel or gas on night shifts there shall be not less than two laborers employed for that purpose. If salamanders are moved about while burning, two laborers must be used to move them. If shifts are required on temporary heat, each shift may work eight (8) hours, paid at single time rate and shall receive ten (10) hours pay for any and all shifts; except from Friday midnight to Sunday midnight, or on holidays, when they shall be paid 1 1/2 times the regular rate. However, no single laborer may work longer than eight (8) hours in any 24 hour period. Safety lights shall be provided.

ARTICLE IV ***Heavy, Highway and Utility***

(A) Heavy, highway construction shall include the following: Sewers, water mains, gas mains, transmission lines, roads, streets and highway work of all types including construction, reconstruction and rehabilitation of bridges and grade separations, bridge abutments, landscaping, fences, parking lots, curbing and asphalt work sidewalks, sewerage treatment plants, water filtration plants, compressor pump stations, swimming pools, etc excluding all super structures above ground which is considered building construction, wrecking of building and structures, shafts, tunnels, viaducts, railroad siding and track work, dams, piers, docks, approaches, general site excavation and on-site utility and drainage installation, and any and all work pertaining to the above, exclusive of all super structures above ground elevation considered to building construction, which falls within the craft jurisdiction outlines herein in Article 11 Jurisdiction.

(B) Five (5) days, Monday through Friday inclusive, shall constitute the work week. Eight (8) hours shall constitute a day's work performed between the hours of 7:00 A.M. and 3:30 P.M. or 8:00 A.M. and 4:30 P.M. Work shall not be performed on any other day, or hours, without prior business agent's approval.

(C) Four Day Work Week it is understood and agreed that because of certain statutes, laws, ordinances, regulations and contractual requirements of various governmental sectors requiring the Employer to perform only four days per week - a work week of four, ten hour days can be established by the Employer. Payment for work performed under this provision shall be straight time for the first eight (8) hours work and at the overtime rate for the ninth (9th), tenth (10th) hours or any additional hours of work and for all work after 40 hours in the work week.

(D) Any work performed before the agreed to starting time, during the customary lunch period or on Saturdays shall be paid at one and one half (1 1/2 X's) the straight time hourly rate, work performed on Sundays shall be paid at two times (2X's) the straight time hourly rate. If any employee works the customary lunch period he shall receive at least 20 minutes to eat.

(E) No work shall be done between the hours of quitting time Friday and 8:00 A.M. Monday, except where danger to life and property is involved. Such work, however, shall be done only upon the request of the contractor stating the number of members to work and the approval of the Business Manager.

(F) Shift work: Laborers required to work on all Governmental mandated irregular or shift work shall receive a 15% wage increase on second, third and irregular shifts (not applicable to benefits-wage rate only). Overtime Rate is (Rate x 1.5 x 15%). This shall also apply to private work.

In the event that three (3) shifts are working within any twenty-four hour period, each shift shall consist of no more than a total of eight (8) consecutive hours and Employees shall be allowed not less

than one-half hour for lunch as part of the said eight (8) hour shift on which they are working, and shall be paid for the full eight (8). In the event less than three shifts are worked, the about shall be modified so that each shift shall consist of eight hours plus one-half hour for lunch. All shifts beginning after 12 midnight Friday and work performed until 12 midnight Sunday shall be paid at premium rate. Time and one-half shall be paid for all overtime in excess of above specified work hours and double time shall be paid for all work performed on Sundays.

Irregular Shift Pay. On notice to the Union, employers on public work projects requiring an irregular shift starting between 8 am. and 12 Noon can work same without any shift differential. On public projects (NYS DOT or other) requiring irregular shift starting between 5:00 pm and 12 midnight, a shift rate premium of 15% of the wage only shall apply.

On the first day of employment all new employees will arrive to designated work location no later than 15 minutes prior to start of work for legal document and certificate review by Employer.

(G)No work shall be performed on the below listed paid holidays. Employees are entitled to receive a full day's pay, including fringe benefit, for each holiday provided the employee worked two (2) days in the calendar week of the holiday: or reported to work two (2) days in the calendar week of the holiday but was unable to perform due to inclement weather or other conditions beyond the employee's control.

New Year's Day
President's Day

Memorial Day
Independence Day

Labor Day
*Veteran's Day

Thanksgiving Day
Christmas Day

* Veteran's Day can be exchanged for the day after Thanksgiving as agreed upon by the Union and individual contractor.

If employees work on any holiday, the following rate shall be paid:
For time worked on the following holidays, employees shall be paid at time and one-half for hours worked in addition to holiday pay:

New Year's Day
Memorial Day

Independence Day
Labor Day

Thanksgiving Day
Christmas Day

Straight time shall be paid for time worked plus the holiday pay on the following holidays:

President's Day

*Veteran's Day

(H)If a holiday falls on a Sunday and is celebrated on Monday, it is understood that the men shall be paid for the holiday. If a holiday falls on a Saturday, the men are to be paid an extra day's pay for the holiday. If a man is laid off at least one week prior to the holiday, he shall be paid if he is rehired within one week.

(I) Pipe layers below a certain depth shall receive top intermediate wage.

(J) Shaft and tunnel rates in free air below five (5) feet to be obtained at the local union office.

(K)Report in Pay: Highway construction two (2) hours report in pay shall be paid to all members of the unit reporting for work who are prevented from working for any reason whatsoever, providing such employees remain on the job site for two (2) hours, unless they are directed to leave by the contractor or his representative Should any member of the unit commence work after the customary lunch period they must be paid eight (8) hours pay.

(L) Concrete Laborers: The work of concrete laborers shall include general excavation, fine grading, or anything pertaining to concrete, including the handling and placing of aggregates, and concrete materials of any kind on all highway paving, sidewalks, curbing, gutters, and any work pertaining to such, and shall include all men on the following classifications:

Bootman	Batch Dumpers	Fine Gradersmen	Water Hose Handlers
Wire Man	Form Handlers	Cement Handlers	Joint Pouring
WireMesh Handlers	Cure Concrete by any and all methods		

ARTICLE V

Safety and Substance Abuse Testing

(A) The employees covered by this Agreement shall, at all times, while in the employee of the Employer be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act and OSHA, EPA and State Safety Regulations. In accordance with the requirements of OSHA, EPA and State Safety Regulations, it shall be the exclusive responsibility of the Employer to ensure the safety of its employees and compliance by them with any safety rules contained herein, or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or any other persons in the event that injury or accident occurs.

1) In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to provide for the safety of its employees and compliance by them with any safety rules contained herein or established by the Employer.

2) The Employer will not engage in any litigation against the Union, or a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any death or injury which occurs on the job sites covered by this Agreement.

3) The Employer shall supply each employee with proper safety clothing, including to but not limited to respirators and disposable clothing. However, all employees are required to supply and wear OSHA approved safety shoes.

(B) Respirator Clause: Masks and all other equipment used in the removal of asbestos must meet the requirements of the regulations governing the industry. The Employer may work his employees up to a maximum of three and one-half (3 1/2) continuous hours in a respirator without a break of any type providing the governing regulations and standards are met. Whenever this no break provision is implemented by the Employer, a minimum of four (4) hours will be paid to the employee at the applicable hourly wage rate.

(C) 1) Employees will be required to observe the regulations when leaving encapsulated areas for any reason

2) Employer must provide shower facilities with hot water.

3) When necessary, lunch periods will be staggered to allow employees time to clean up.

4) Employer will furnish lockers or the means to safeguard the personal belongings of employees.

(D) Certification Requirements: An Employer representative and their employees working under this Agreement must be certified for the particular type of toxic material he or she may be dismantling and/or removing.

(E) The Union and the Employer will prepare safety code substance abuse rules and regulations in booklet form which will be distributed to all employees and to which employees will adhere.

(F) Safety Violation: An Employee who violates the safety code shall receive a warning notice for the first violation. An employee will be suspended for two days without pay for the second violation. An employee shall be subject to discharge and the grievance procedure for the third or any subsequent violation of the safety code. Any willful violation of safety rules and requirements is cause for discharge. However, final determination of any discharge for this purpose shall be in agreement with the Union's Business Manager and if not resolved as such in accordance with the grievance procedure as specified in Article Vi, Sec. I, Mediation and Arbitration of disputes.

(G) Substance Abuse Testing: New applicants for Union membership who are or will be employed as laborers must test negative for illegal substances. An employer may require that an employee be subjected to testing for illegal substances upon a reasonable belief that the employee is a substance abuser. When mandated by law or job specification the Employer can require regular and random testing for illegal substance and alcohol abuse. The Union and Employer agree that alcohol and illegal drugs will not be consumed on the job site at any time. Union and Association representatives agree to meet on developing a third party provider program to manage a consortium for service to Signatory Contractors including alcohol and illegal substance testing, the cost to be paid by Laborers' Local 754's Welfare Fund.

ARTICLE VI

Section I

(A) Mediation and Arbitration of Disputes: In the event that dispute or disagreement shall arise between the employer and the local, which they cannot satisfactorily settle by mutual assent, then upon application of either party, the matter in dispute shall be referred to a committee of three disinterested parties, one of whom shall be chosen by the employer, the second by the local, and the third member to be chosen by said two members designated by the Employer and the Local. The committee so chosen shall then meet and hear, in an informal manner all parties and witnesses desired to be heard, make a record of their proceedings; and within five (5) days thereafter render a decision, which shall be final and binding on both parties. Such committee, however, shall be vested with no power to add to, subtract or modify any of the terms of this Agreement. While the dispute is being heard and decided by the said committee, neither party shall take any other affirmative step in the premises; nor there any cessation of work in the meantime. The expense of the proceedings held before the committee shall be paid equally by both parties.

(B) Since the Union is under contractual relationships with individual contractors, corporate contractors and various contractor associations, the contractor, signatory hereto, warrants that any particular employer and/or contractor association of which he is a member, and which is bargaining on his behalf, is fully authorized to execute an agreement on behalf of such contractor. This shall not relieve any contractor from the obligation of executing this Memorandum of Agreement. In the event that any contractor and/or employer member of any contractor association withdraws from such association or terminates his membership therein in any manner, such action shall not relieve such contractor and/or employer from his obligations under this Memorandum of Agreement, or any other agreements herein incorporated by reference.

(C) 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 principle of a fair day's work for a fair day's pay. The Union re-emphasizes 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 restricting of the use of machinery, tools, appliances, or standard equipment for use required.

(D) Validity of Agreement: Should any part of this Agreement, or any portion thereof be declared illegal, legally invalid, or unenforceable by reason of any existing or subsequently enacted legislation, or by a decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part, or portion, shall not invalidate the remaining parts, portions or provisions thereof. In the event of such occurrence, the parties agree to meet immediately; and, if possible, negotiate substitute provisions for such parts or portions, rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect. Should the parties be unable to negotiate substitute provisions, as hereinbefore provided, the matter will be referred to arbitration pursuant to the terms of this Agreement.

(E) The parties agree that all contractors, whether prime, general, sub, or any other category of contractor, shall become parties to this Agreement, and signatories thereof, upon request to the Union to furnish men to perform work covered under the terms and conditions continued hereinbefore. The aforementioned contractors guarantee the payment of Wages, Welfare, Pension, Annuity, Industry Advancement, LECET, 754 LECET, NH&S, Training, Organizing and deductions for Savings Fund, Dues Supplement, and NYSLPA as required by this Agreement, by any subcontractor, individual, partnership or corporation, the signatory contractor hereby agrees that such affiliate or subsidiary will observe all of the terms, conditions and provisions of this Agreement as though it had duly executed same, and is fully responsible therefore.

(F) The purpose of the foregoing subparagraph is to prevent the avoidance, on job site construction, of any of the terms, conditions and provisions of this Agreement by precluding any subcontracting to individuals, partnerships or corporations who do not employ members of the unit, and who do not abide by all of the terms, conditions and provisions of this Agreement mutually negotiated between the parties hereto.

(G) Should the Union at any time hereafter enter into an agreement with any employer performing work covered by the terms of this Agreement with terms and conditions more advantageous to such employer, or should the union in the case of any employer which is bound to this form of 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 employer, party to the 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 VII

Fringe Benefits Funds

With regard to all Fringe Benefits Funds provided for in this agreement, where the Funds are required to be jointly administered in accordance with the Labor-Management Relations Act, Section 302, and the parties hereby agree on the following procedure for the designation of Trustees:

Two (2) union trustees shall be designated by Laborers' Local 754.

One (1) employer trustee shall be designated by the Contractors Association of Rockland County, Inc.

One (1) employer trustee shall be designated by the Construction Employers of the Hudson Valley, Inc.

ARTICLE VIII

Welfare Fund

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Laborers' Local 754 Welfare Fund as the same may be amended from time to time except that no amendment may increase the employer's obligations to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein. The Employer shall pay to the Welfare Fund the sum of \$8.45 per hour or such other amount as agreed to between the parties for work done in accordance with this Agreement, for each hour paid to laborers employed by the Employer during such period including holidays and overtime.

Benefits may be extended to employees and paid officers of the Union, employees of the Laborers' Local 754 Wages, Welfare, Pension, Annuity, Industry Advancement, LECET, 754 LECET, NH&S, Training, Organizing and deductions for Savings Fund, Dues Supplement, and NYSLPA as require by this Agreement. Payment will be made weekly in accordance with Article XIII.

ARTICLE IX

Pension Fund

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Laborers' Local 754 Pension Fund as the same may be amended from time to time except that no amendment may increase the Employer's obligation to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be part of this Agreement as though the same were fully set forth herein. The Employer shall pay to the Pension Fund the sum of \$8.25 per hour or such other amount as agreed to between the parties for work done in accordance with this agreement, for each hour paid to laborer employed by the Employer during such period including holidays and overtime.

Benefits may be extended to employees and paid officers of the Union, employees of the Laborers' Local 754, provided that contributions are paid on the same basis as other employees on behalf of such persons by the Union, Welfare, Annuity, Savings and Pension Fund as the case may be. Payment will be made weekly in accordance with Article XIII.

ARTICLE X

Savings Fund

(A) Commencing May 1, 1997 each contractor shall deduct \$2.10 per hour from the net hourly pay of employees for each hour paid, including paid holidays, to employees of the Employer covered by this Agreement. Such deductions are to be forwarded to the trustees of the savings fund hereto established.

(B) The savings fund will be administered in accordance with the savings fund articles established by Laborers' Local 754 and the Association, and shall be operated in accordance with all existent state laws and federal regulations pertaining thereto, and also any subsequently enacted legislation applicable thereto.

ARTICLE XI

Annuity Fund

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Laborers' Local 754 Annuity Fund as the same may be amended from time to time except that no amendment may increase the employer's obligation to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein. The Employer shall pay to the Annuity Fund the sum of \$1.80 per hour or such other amount as agreed to between the parties for work done in accordance with this agreement, for each hour paid to laborers employed by the Employer during such period including holidays and overtime.

Benefits may be extended to employees and paid officers of the Union, employees of the Laborers' Local 754 Welfare, Pension, Annuity and Savings Fund, provided that contributions are paid on the same basis as other employees on behalf of such persons by the Union, Welfare, Annuity, Savings and Pension Funds as the case may be. Payment will be made weekly in accordance with Article XIII.

ARTICLE XII

Dues Supplement Check-Off

The Employer agrees to deduct from the wages of employees covered by the provisions of this Agreement, the amount equal to 4% of the Total Package or such other amount as the Union shall designate in writing throughout the term of this Agreement for each hour paid, including holiday and overtime, from the weekly pay of each employee who has authorized such deductions in writing, and remit the same weekly in accordance with Article XIII to the Union with a list of employees and the number of hours worked by each employee. Such authorization shall be signed in duplicate, one copy supplied to the Employer, and the authorization shall be irrevocable for a period of one (1) year or the termination of the Collective Bargaining Agreement, whichever is sooner, and shall be automatically renewed from year to year thereafter, unless 60 days prior to any anniversary date such authorization shall be terminated by notice in writing to the Employer and to the Union.

(A) The Union shall keep the authorization cards on file for inspection by employers, should any question arise over authorization. The Employer assumes no obligation with respect to the obtaining of dues supplement authorization cards, it being understood that this shall be an obligation of the union.

(B) The Union shall indemnify and save harmless the employer against any and all claims, demand, 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 dues supplement authorization cards being on file with the Union.

ARTICLE XIII

Collection of Employer Contributions to the Benefit Funds

The failure of any Employer to pay required wages and/or to make required contributions to the Laborers' Local 754 Joint Benefit Funds; or in the event the Employer is delinquent in making contributions pursuant to this Agreement and fails to pay assessed interest as a result of said delinquencies; or fail to pay legal and auditing fees and court costs assessed against such delinquent Employer; or refuses to permit an audit of the Employer's books and records by a representative of the Fund upon ten days prior notice on regular business days during normal business hours in order to ascertain whether said payments are being properly computed and made; any such failure mentioned

above shall be deemed to constitute a violation of this Agreement and the Union, upon reasonable notice, shall be authorized to remove Laborers from the job, in which case the Laborers so removed shall be paid a day's pay of 8 hours for each day until the Employer settles his delinquent payments of contributions, interest, legal and auditing fees and court costs with the Benefit Fund Administrator and/or permits an audit of the Employer's books and records. If any Employer has a record of delinquency in contributions to the Benefit Funds on a prior job, the Union shall be within its right to refuse to permit Laborers to work for such Employer, until all such delinquencies have been paid to the respective Funds, including interest, legal, auditing fees and costs.

The Employer may not terminate, lay off, replace or take disciplinary action against any Employee who refuses to work as a result of the provisions set forth above.

If the Trustees or the Fund Administrator of the Benefit Funds is required to utilize the services of an attorney to collect Employer delinquencies or the services of an accountant to conduct an audit of the Employer's books and records as the result of the Employer's delinquency, the delinquent Employer may be required to pay, in addition to the delinquency, interest at the rate of ten percent (10%) per annum, together with liquidated damages in the amount of ten percent (10%) of the total delinquency and the reasonable cost of auditing services and legal fees in the amount of fifteen percent (15%) of the delinquent amount in accordance with ERISA Section 502(g).

All contributions required to be made to the Benefit Funds by the Employer shall be made on a monthly basis together with a completed contribution form to be furnished by the Benefit Funds, indicating the names, social security numbers and date of birth for all Employees, numbers of hours paid. One check should be issued to the Benefits Funds by the Employer. The monthly remittance forms should be filed by the Employer with the Benefit Funds regardless of whether any contributions are due and owing the Funds in the reporting period. All reports are due by the 10th of the month following the month in which the work is performed.

An Employer that fails to make required contributions to the Funds, in the time frame permitted, will be charged interest on the amount due. Interest shall accrue at the prime rate for all delinquent periods.

Employers who are determined to be delinquent by the Trustees of the Laborers' Local 754 Benefit Funds may be required to file with the Trustees of the Fringe Benefit Funds, a surety bond in an amount no less than \$50,000 in order to ensure payment to the various Fringe Benefit Funds. Based on the Employer's contribution record, the Trustees may require a greater surety bond. The Trustees shall also have the power to fix a lesser bond or to eliminate the requirement for a surety bond for any Employer whose contribution record justifies such action.

The remedies set forth herein shall not be subject to any form of grievance procedure or arbitration, nor shall said remedies be the exclusive remedies available to the Union with respect to an Employer who is in violation of the provisions of this section.

No officer, agent, representative or Employee of the Union or any Employer or Employee of the Benefit Fund shall be deemed to be an agent or representative of the Board of Trustees of the respective Fund or shall be deemed as authorized to make any oral or written representation or give any form of commitment which may be relied upon by any Employer, Employee, his or her spouse, beneficiary or dependent. Any such representation or commitments may only be made by the Board of Trustees in their official capacity.

ARTICLE XIV
Industry Advancement Fund

(A) Each contractor, whether builder, contractor or sub-contractor; or whether any individual or entity bound by this Agreement, shall pay \$.35 per hour for each regular hour paid to the members of the unit covered by this Agreement to the contractor's Industry Advancement Fund. This \$.35 shall be collected in the manner prescribed in Article XIII of this Agreement. Payments hereunder may not be used for lobbying in support of anti-labor legislation, nor for the purpose of subsidizing any contractor, or contractors during periods of work stoppage or strikes.

(B) The contractor's Industry Advancement Fund shall be administered in accordance with all existent federal and state laws and regulations pertaining thereto, and also with any subsequently enacted legislation applicable thereto. The Union will not have any representation whatsoever among the officers or members of such fund, and it is clearly agreed and understood between the parties hereto that this is solely a management fund, and not a joint fund. The Union shall have no responsibility whatsoever for the collection of any monies due under this paragraph. Where the trustees of the contractor Industry Advancement Fund are required to maintain appropriate actions, in law, or in equity, to collect the proper amount of contributions due, for the accounting, or for any.

ARTICLE XV
Laborers' Training and Education Trust

Section 1: The Employer hereby agrees to contribute to the Laborers' Training and Education Trust at the rate of \$.65 cents for each hour or portion of each hour paid by an Employer under this agreement.

ARTICLE XVI
Labor-Management Cooperation

Section 1: The Employer and the Union recognize that they must confront issues of mutual concern which are more effectively resolved through labor-management cooperation than the collective bargaining process. The Employer shall contribute to the New York State Laborers-Employers Cooperation and Education Trust at the rate of \$.05 for each hour or portion of each hour paid by an Employee under this Agreement.

ARTICLE XVII
New York Health and Safety Fund

Section 1: The Employer and the Union recognize they have a mutual concern regarding the health and safety of workers. These concerns are best addressed through labor-management cooperation. To assure a safer and healthier situation for workers, the Employer and the Union agree to participate in the labor-management cooperation trust fund described herein which is established in accordance with Section 302(c)(9) of the Taft-Hartley Act. Effective with the date of this Agreement, Employer shall contribute to the New York Health and Safety Fund of North America (NYHSF) at the rate of (\$.05) for each hour or portion of an hour paid for which each employee covered by this agreement is entitled to receive pay.

ARTICLE XVIII
New York State Political Action Committee

The employer agrees to deduct and transmit to the New York State Laborers' Political Action Committee (\$.05) for each hour paid from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union.

The Union agrees to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said New York State Laborers' Political Action Committee.

ARTICLE XIX
754/Contractors Organizing & Development Fund

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the 754/Contractors Organizing & Development Fund as the same may be amended from time to time except that no amendment may increase the employers' obligation to contribute an amount greater than set forth herein and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein. The Employer shall pay to the 754/Contractors Organizing & Development Fund the sum of \$.35 per hour or such other amount as agreed to between the signatory parties for work done in accordance with this agreement, for each hour paid to laborers employed by the employer during such period including holidays and overtime. Benefits may be extended to employees and paid

Officers of the Union, employees of the Laborers' Local 754 Pension, Welfare, Annuity and Savings Fund, provided that contributions are paid on the same basis as other employees on behalf of such persons by the Union, Welfare, Annuity, Savings and Pension Fund as the case may be. Payment will be made weekly in accordance with Article XIII.

ARTICLE XX
Contractor's Performance and Surety Bond

At the sole option of the Union, Employers, whether contractors, general contractors, sub-contractors, home builders and/or any other type of contractor or employer, must post a surety bond obtained from a carrier licensed to do business in the State of New York with the Union prior to the commencement of any work by such contractor, or employer. Such bond shall be in the amount of \$50,000.00 and must guarantee the payment of wages of all members of the unit employed by such contractor, and the payment of wages, welfare, pension, annuity, industry advancement, Eastern New York Laborers' Regional Training and Education Trust, Labor-Management Cooperation and New York Health and Safety contributions under this Agreement. A copy of such bond shall be furnished to the Fund Office before the commencement of any work by the contractor.

ARTICLE XXI
Audit of Contractor's Payroll Records:
Collection Procedures

(A) Each contractor, signatory to this Agreement, will permit an examination of its books and records to enable determination and verification of the contributions due under Articles VIII thru XIV of this Agreement by an auditor designated by a majority of the Union and management trustees of the respective funds.

(B) A written notice of one (1) week shall be mailed to the contractor at the business address given by him when this Agreement is executed, informing him that an audit will take place at the time and place set forth in the notice, and directing him to have his books and records available to the auditor. Where possible, audits shall be made at the contractor's place of business.

(C) The contractor shall make available all books and records required by the auditor to enable said auditor to correctly ascertain and verify the proper contributions due hereunder. Should any affiliate or subsidiary contractor, as described in Article VI (l) (E) of this Agreement, be involved, the contractor will make the books and payroll records of such affiliate or subsidiary contractor available to the auditor at the same time, so that a complete audit can be made, regardless of whether such affiliate or subsidiary be an individual, partnership or corporation.

(D) The trustees of the respective funds shall maintain appropriate actions, in law or in equity, to collect the proper amount of contributions due, for an accounting or for any other appropriate relief. Should court action be required in order to effect an examination of his books and records, the contractor shall be responsible, in addition to the monies owed, for reasonable attorney's fee, necessary and reasonable disbursements incurred, court costs, plus interest at the rate of (6%) per annum on all monies owed.

(E) In the event of delinquency for which the Funds are required to refer the matter to legal counsel to collect the delinquent contributions to such Fund(s), the Employer shall pay to such Fund(s), the following:

- 1) The unpaid contributions; and
- 2) Interest on the unpaid contributions determined at the prime rate, plus
- 3) An amount equal to the greater of - (i) Liquidated damages of 20% of the amount of the unpaid contributions; plus
- 4) Reasonable attorney's fees and costs of collection.

ARTICLE XXII
Union's Right to Strike Delinquent Employers

The Union is granted an absolute right to strike the job of any contractor who is delinquent in payments to the Union Benefit Funds, and shall be under no compulsion to resume any employment with such contractor until all delinquencies are completely paid up. Where such action is necessitated as a result of the delinquency of any contract in the payment of wages, or of any of the fringe benefit payments set forth elsewhere in this Agreement, such delinquent contractor shall be required to pay the striking employees wages for each day on strike for a period not to exceed three (3) days prior to their return to employment for such contractor.

ARTICLE XXIII
Hiring Hall Conditions

(A) The Contractors Association of Rockland County agrees that the hiring of laborers under this Agreement shall be on a referral basis following the procedures upon the terms and conditions hereinafter provided in this Agreement.

(B) The employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining, as provided by the National Labor Relations Act, except that a minimum number of key men, which number shall be mutually agreed upon at the start of the job, may be employed directly by the contractor; and the contractor shall have the right to appoint his own foreman.

(C) The Employer or contractor hereby agrees to recognize the Union as the exclusive referral agent of all employees in the classification of work covered by this Agreement.

(D) It is understood and agreed between the parties hereto, and to provide an orderly procedure of referral of applicants for employment, there is hereby established the following plan of referral:

1) The contractor shall notify the Union 24 hours in advance of his need for help under the classification of this Agreement, and shall not recruit applicants directly, or hire additional persons not referred by the Union, until the Union's supply shall have been exhausted under the terms of this Agreement.

2) The contractor shall, in requesting referrals to the Union specify the number of employees required; the location of the project; the nature and type of construction involved; the work to be performed; and such other information as is deemed essential by the contractor in order to enable the Union to make proper referral of applicants.

3) Contractors may request certain individuals on a "call back" basis if that person has worked for the contractor within the last calendar year and he/she is in good standing with the Union.

4) It is distinctly understood and agreed between the parties hereto that selection of the applicants for referral to jobs shall be on a non-discriminatory basis, and shall not be based on, or in any way affected by union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union membership requirements, or policies. Further, the Employer and the Union mutually agree that they will comply and cooperate with all federal, state and/or local laws, codes, rules, ordinances, regulations, executive orders and administrative decisions, dealing with nondiscrimination in training, employment, job tenure, promotions and every other matter covered by such laws, codes, etc., not herein expressly mentioned. The Employer and Union shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or age.

5) The Union shall maintain at all times a list of persons available for employment.

6) The contractor reserves and shall have the right to accept, or reject, any applicant referred by the Union, or to discharge any employee who has been accepted, but who subsequently proves unsatisfactory, with the right to appeal by the applicant following the procedures set forth under subdivision "L" of this article.

7) It is further understood and agreed between the parties hereto that the Union adopts the following method of registration and referral of applicants. The Union shall register all applicants for employment on the basis of the groups as hereinafter listed; and each applicant shall be registered in the highest priority group for which he qualifies.

GROUP A

All applicants for employment who have worked as heavy, highway and utility construction laborers for the past three (3) years.

GROUP B

All applicants for employment who have worked as heavy, highway and utility construction laborers for the past 18 months.

GROUP C

All applicants for employment who have worked as heavy, highway and utility construction laborers for the past six (6) months.

GROUP D

All other applicants for employment

(E) The Union shall maintain each and every one of the separate group lists set forth above; which shall list the applicants within each group in the order they registered as available for employment.

(F) The Union shall refer applicants to the Employer by first referring applicants in Group A in the order of their places on said list; and then referring applicants in the same manner successively from the list in Group B, the Group C and then Group D. Any applicant who is rejected by the Employer shall be returned to the appropriate place within his group and shall be referred to another Employer in accordance with the position of this group and his place within the group. Upon a registrant being referred for employment and actually employed on a job more than five (5) days, such registrant's name shall be removed from the list until such time as his employment has been terminated; at which time he shall be registered at the bottom of the appropriate list under which he is entitled to be registered. If a registrant, upon being referred in regular order, refuses to accept, such registrant's name shall be placed at the bottom of the appropriate list under which he is entitled to be registered.

(G) Registration of applicants for referral shall be held daily Monday through Friday in each week between the hours of 3:00 P.M. to 4:00 P.M., excepting on holidays, at the union office, 215 Old Nyack Turnpike, Chestnut Ridge, NY 10977.

(H) In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a 48 hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants directly at the job site. In such event, the Employer will notify the local Union and give the names and date of such hiring within 48 hours.

(I) The Union, its officers, agents and representatives undertake no obligation to search for, or by any means locate an applicant on the current applicable referral list, who is not physically present in the union hall when referral are made pursuant to a request of the contractor. At least one effort shall be made to contact such an applicant by telephone between the hours of 3:00 P.M. and 5:00 P.M. on the date on which such referral is first made available at the telephone number given by the applicant to the Union but no calls to telephone numbers outside the County of Rockland shall be required.

(J) The order of referral set forth above shall be followed except in cases where employers require and call for employees possessing special skills and abilities or a particular person is requested via the "call back" clause; in which case the Union shall refer the first applicant on the register possessing such

special skills and abilities.

(K) The Union shall require all job applicants, who have not previously registered, to submit a resume of experience and qualifications in order to determine their proper group; and whether they are qualified to perform the various requisite skills of the craft; and thereby be eligible for registration and/or referral.

(L) In the event any job applicant is aggrieved, (1) with his failure to qualify for registration; or (2) with is group classification; or (3) with his order of referral; or (4) by action of the Employer in connection with hiring, he may within 10 days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of the registration and referral office a written statement of the grievance, clearly and specifically setting forth the wrong or violation charges; and thereupon an Appellate Tribunal, consisting of an employer representative, a union representative and an impartial chairman appointed jointly by the Employer and the Union, shall consider the grievance and render a decision which shall be final and binding. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement; and its decision shall be in accord with the facts of the matter.

(M) The Employer and the Union shall post at the union office, and at each particular job site, all provisions relating to the hiring arrangement set forth in this Agreement.

(N) Should the contractor hire a non-union member in pursuance of this Agreement, it is understood and agreed between the parties hereto that the said non-union member, or worker, must join the Union on the eighth (8th) day following the beginning date of his employment, or sooner. Should he fail to do so, the contractor shall, at the request of the Union, discharge such worker forthwith.

(O) All of the present employees who are members of the Union on the effective date of this Agreement shall as a condition of employment maintain their membership in the Union. All present employees, who are not members of the Union; and all employees, who are hired hereafter pursuant to this agreement, shall become and remain members of the Union as a condition of their employment on and after the eighth (8th) day following the beginning of their employment, or the effective date of this Agreement, whichever is later. Failure of any employee to comply with the provisions of this subdivision shall, upon the request of the Union, after notice to said employee, result in the termination of such employee. The contractor shall not justify, or exercise, any discrimination against an employee for non-membership in the Union; (a) if he has reasonable grounds for believing that such membership was not available to other members; (b) if he has reasonable grounds for believing that membership was denied, or terminated, for reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring, or retaining membership.

(P) The parties hereto recognize and accept the limitations preventing a closed shop imposed by the National Labor Relations Act and this Agreement has been written in the mutual effort to comply in all instances with such act. In the event, however, that the act is amended, or modified, during the term of this Agreement; or in the event that by legislative enactment or decision of the court of highest recourse, the restrictive provisions precluding a closed shop are removed, the parties agree that the amendments previously deleted shall thereupon be restored and thenceforth be given full force and effect.

ARTICLE XXIV

(A) If the Union enters into any agreement with any individual Employer or group of Employees performing work covered by the terms of this Agreement and such Agreement provides for more favorable wages, hours or conditions of work than herein specified, Employers signatory hereto can, on written notice to the Union adopt such advantageous terms and conditions as part of this agreement. This clause shall not apply to isolated or emergency situations which may occur from time to time under

unusual job conditions nor when a special project agreement is established and made available to all signatory Employers pre-bid.

ARTICLE XXV
Watchmen and Security Guards

When watchmen and security guards are needed for the security of the contractors' equipment and material or for state safety precautions or patrol, it shall be the work of the laborers covered under this Agreement.

When watchmen and security guards service is subcontracted the provisions of the article shall apply equally to such subcontractors.

Watchmen shall not be included in the labor force nor be considered as covered by conditions applying to the normal labor force.

Watchmen Rates
Wage Rate: \$8.90 per hour
Fringe Benefits : Welfare - \$3.00 per hour
Pension - \$2.35 per hour
Deductions After Taxes:
Dues Supplement - \$.90 per hour

ADDENDUM #1

HEAVY, HIGHWAY & UTILITY AGREEMENT BETWEEN LABORERS' INTERNATIONAL UNION OF NORTH AMERICA – LOCAL 754 AND CONTRACTORS ASSOCIATION OF ROCKLAND COUNTY, INC.

This Addendum, dated April 1, 2012 modifies the Agreement made and entered into April 1, 2011 by and between the parties with respect to Heavy, Highway & Utility Construction as follows:

The Wage rate and fringes are changed to reflect effective April 1, 2012, the following applicable to employees covering this Agreement within the geographic jurisdiction of LABORERS' LOCAL 754.

EFFECTIVE April 1, 2012 to March 31, 2015

	<u>4/1/12</u>	<u>4/1/13</u>	<u>4/1/14</u>
	Straight Time Rate		
A) General Labor Foreman ***	\$36.90	\$1.55	\$1.55
B) All Working Foreman & Blasters *** (non tunnel work)	\$35.90	TO BE ALLOCATED EACH YEAR	
C) Shop Steward, Air Track & Joy Drill Opt *** (each year for 2 years an additional \$.25 increase)	\$34.40		
D) Hazardous Waste Handler			
Category D	\$33.15		
“ C	\$33.65		
“ B	\$34.65		
“ A	\$35.65		
E) Drill Helper, Nipper, Power Buggy Opt., Hod Carrier, Plaster Tender, Mixer Man (by machine or hand), Scaffold, Runway Man, Power Saw, Brush King, Steel Rod Carrier, Jack Hammer, Wagon Driller, Jib Rig Opt., Pavement Breaker, Vibrator Man, Bit Grinder, Powder Man, Ramset Opt., Rip Rap and Dry Stone Layer, Cement Spray Man, Guniting Nozzle Man, Spray & Nozzle Man on mulching and seeding Machine, Sand Blaster, Concrete Saw, All Other Machine or Semi-skilled Men, Asbestos and Hazardous Waste Removal, Concrete Laborer, Building Laborer, Mason Tender Carpenter Tender, Pipe Layer (all types), Signal Man, Gabion Basket Assembler, Bull Float Man, Form Setter, Liner Joint Setter, Sheeter, Top Concrete Man, Stud or Riveting Gun Man, All Scalars, Asphalt Men (all types), Rail & Fence (all types), Core Driller, Core Driller Helper, Wrecking & Demolition Man, Bar Man, Bar Man Helper, Seeder, Planter, Landscape Men (all types), Ax Men, Pit & Dump Men, Road Laborer.	\$33.15		
F) Flag Person	\$29.60		

		15% Night Differential Rate	15% Night Plus Overtime
A)	General Labor Foreman	\$42.44	\$63.66
B)	All Working Foreman & Blasters (non tunnel work)	\$41.29	\$61.94
C)	Shop Steward, Air Track & Joy Drill Opt (each year for 2 years an additional \$.25 increase)	\$39.56	\$59.34
D)	Hazardous Waste Handler		
	Category D	\$38.12	\$57.18
	“ C	\$38.70	\$58.05
	“ B	\$39.85	\$59.78
	“ A	\$41.00	\$61.50
E)	Drill Helper, Nipper, Power Buggy Opt., Hod Carrier, Plaster Tender, Mixer Man (by machine or hand), Scaffold, Runway Man, Power Saw, Brush King, Steel Rod Carrier, Jack Hammer, Wagon Driller, Jib Rig Opt., Pavement Breaker, Vibrator Man, Bit Grinder, Powder Man, Ramset Opt., Rip Rap and Dry Stone Layer, Cement Spray Man, Guniting Nozzle Man, Spray & Nozzle Man on mulching and seeding Machine, Sand Blaster, Concrete Saw, All Other Machine or Semi-skilled Men, Asbestos and Hazardous Waste Removal, Concrete Laborer, Building Laborer, Mason Tender Carpenter Tender, Pipe Layer (all types), Signal Man, Gabion Basket Assembler, Bull Float Man, Form Setter, Liner Joint Setter, Sheeter, Top Concrete Man, Stud or Riveting Gun Man, All Scalers, Asphalt Men (all types), Rail & Fence (all types), Core Driller, Core Driller Helper, Wrecking & Demolition Man, Bar Man, Bar Man Helper, Seeder, Planter, Landscape Men (all types), Ax Men, Pit & Dump Men, Road Laborer.	\$38.12	\$57.20
F)	Flag Person	\$34.04	\$51.06

TUNNEL RATES

All Laborers involved in Tunneling Operations including but not limited to Subways, Sewer, Water, Vehicular and Utility tunnels and all Shafts, Manholes and Access ways in connection therewith.

(Irregular and Government mandated shiftwork will be paid at 1 ½ on Wages & Benefits)

	<u>4/1/12</u>	<u>4/1/13</u>
A) General Labor Rate	\$38.96	\$39.22
B) Steward Rate	\$40.96	\$41.22
C) Foreman Rate	\$44.36	\$44.62

*****Foreman, Form Setter Foreman, Blasters, All Labor Foreman, Steel King & Shop Stewards shall be paid on a forty (40) hour weekly basis. *****

DEDUCTIONS & FRINGE BENEFITS APPLICABLE TO ALL CLASSIFICATIONS

	<u>4/1/12</u>	<u>4/1/13</u>	<u>4/1/14</u>
WELFARE FUND	\$8.45		
PENSION FUND	\$8.25		
ANNUITY FUND	\$1.80		
IAF	\$0.35		
LECET	\$0.10		
LMCF	\$0.05		
NH&S	\$0.05		
TRAINING	\$0.65		
ORGANIZING FUND	\$0.35		

DEDUCTIONS – Taxable Portion

SAVINGS FUND	<\$2.10>
NYSLPA	<\$0.05>
DUES SUPPLEMENT (4% of Total Package) (General Labor Rate \$33.15 plus Benefits \$20.05)	<\$2.13>

TOTAL FRINGE BENEFITS **\$24.33**

IMPORTANT – PLEASE NOTE

WAGE RATES & TAXABLE PORTION OF BENEFITS: The taxable portion of the benefits, i.e. Savings, Dues Supplement & NYSLPA are already calculated in the Wage Rate. **Don't add** them to the Wage Rate again. Just **DEDUCT** them from the gross for each hour based on **HOURS PAID**.

NOTE: ANY CLASSIFICATION NOT LISTED HEREIN SHALL BE SUBJECT TO CONFERENCE ON THE PREVAILING CONDITIONS OF EMPLOYMENT.

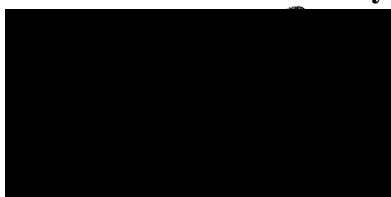
BUSINESS MANAGER
LABORERS' LOCAL 754
April 1, 2012

CONTRACTORS ASSOCIATION OF
ROCKLAND COUNTY, INC. / CIC, HUDSON VALLEY
April 1, 2012

This Agreement shall continue in force from April 1, 2012 until March 31, 2015 and only can be changed by mutual agreement. If any change is contemplated by either party, notice in writing shall be given by the party contemplating such change, stating in full what the proposed change shall be, at least sixty (60) days prior to the day on which the proposed change is to be effective; such notice to be legally served upon the Secretary of the opposite party. If no changes are desired by either party within the specified period of time, then this Agreement shall continue and remain in force for another year; and so continue from year to year. However, changes may be made at any time by mutual consent.

In Witness Whereof, the parties hereby have executed this Agreement on April 1, 2012 to be effective April 1, 2012.

**Contractors Association of Rockland County, Inc., and the
Construction Industry Council of Westchester and Hudson Valley, Inc**



**Laborers' Local Union 754
Laborers' International Union of North America, Rockland County, New York**



Business Representative

I have read the foregoing **Heavy, Highway and Utility Agreement** and agree, as an individual Employer, to be bound by all the terms, conditions and provisions thereof.

Date

Name of Contractor

Address

Telephone Number

Fax Number

E-Mail

Tax ID #

Signature

Print Name

Title

Approved By:

Laborers' Local Union 754

on of North America, Rockland County, New York



Business Representative

**HEAVY HIGH WAY AND UTILITY AGREEMENT
(New Association Members)**

The undersigned Employer hereby applies for membership in the undersigned Association and agrees to be bound by all of the terms and conditions set forth in the Heavy Highway and Utility Agreement presently in effect between Laborers' Local 754, Laborers International Union of North America, and the Contractors Association of Rockland County, Inc., 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 Contractor

Address

Telephone Number

Fax Number

E-Mail

Tax ID #

Signature

Print Name

Title

Approved By:

Laborers' Local Union 754

Laborers' International Union of North America, Rockland County, New York


 _____
Business Representative

**HEAVY HIGHWAY AND UTILITY AGREEMENT
(Independent Signatory)**

The undersigned Employer hereby agrees to be bound by all of the terms and conditions of the present Heavy Highway and Utility Agreement entered into between Laborers' Local 754, Laborers International Union of North America and the Contractors Association of Rockland County, Inc., which Agreement is incorporated in its entirety by reference herein, as the same may be amended, modified or extended from time to time.

Dated this _____ day of _____ 20 _____

FOR THE EMPLOYER:

Name of Contractor

Address

Telephone Number

Fax Number

E-Mail

Tax ID #

Signature

Print Name

Title

Approved By:

Laborers' Local Union 754

Laborers' International Union of North America, Rockland County, New York



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THIS AGREEMENT made and entered into as of the 1st day of April 2011 by and between the Construction Industry Council of Westchester and Hudson Valley, Inc., hereinafter called the "Association," for itself and its members and the Individual Employers signatory hereto, and Independent Employers hereinafter collectively referred to as the "Employer," the Westchester Putnam Counties Heavy & Highway Laborers' Local No. 60 a/w L.I.U.N.A. hereinafter called the "Union", and the Eastern New York Laborers' District Council, hereinafter called the "District Council."

All references to Employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to mean Male and Female Employees.

WITNESSETH:

WHEREAS, the parties hereto desire to stabilize employment in the work covered by this Agreement and agree upon rates of wages, conditions, and terms of employment for various classifications of Employees as set forth in Articles I and IV hereinafter referred to as "Employees," and

WHEREAS, the parties hereto are desirous of preventing strikes and lockouts and facilitating peaceful adjustments of grievances and disputes between Employer and Employee;

IN CONSIDERATION OF THE PREMISES, it is hereby mutually understood and agreed as follows:

ARTICLE I

The Employer recognizes the Union as the sole, collective bargaining representative of the Employees in the bargaining unit covered by this Agreement. "Pursuant to the Uniform District Council Constitution of the Laborers' International Union of North America, Laborers' Local 60 is an affiliated local of the Eastern New York Laborers' District Council and, as such, collective bargaining and ratification is conducted by the District Council on behalf of Laborers' Local 60."

Rates of wages agreed upon for the year April 1, 2011 to March 31, 2012 are listed on pages 11-14.

This Agreement shall cover all the work to be done by Employees of the Employer in Westchester and Putnam Counties, and vicinity which comes within the jurisdiction of the Union, as set forth below:

Jurisdiction

Tenders: (When Pertaining to Heavy Construction) Tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy or other motorized unit used for such purpose.

Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process.

The general cleanup, including sweeping, cleaning, washdown, and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

When assigned by the Employer, the performance of all duties related to Fire Watch.

Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for placement of railroad track, highway construction and the preparation of trenches, footings, etc., for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way for clearance for construction of any structure or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rock formations, general demolition. Falling, bucking, yarding, loading or chipping of all trees or timber on construction areas. Choker, setters, off bearers, lumber handlers and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Clean-up of right-of-way, including tying on, signaling, stacking of brush, trees or other debris and chipping where required. All soil test operations of semi and unskilled labor such as filling of sand bags, handling of timber and loading and unloading of the same, operation of the geoprobe or any type of direct push machines used in the process of soil probing, landfills including fabric installation.

Golf Course Construction:

Clearing trees, excavation, road work, curbs, sod, greens, installation of sprinkler systems, sandtraps, fairways, tees, rough areas and all associated drainage: and all other site and excavation work other than building construction.

Concrete, Bituminous Concrete and Aggregates:

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the rigging, hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concretes or aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing. The finishing of all surfaces which require concrete, bituminous concrete and aggregates. All concrete forming and finishing for sidewalks, curbs, aprons, runways, driveways, and other related flatwork. Where pre-stressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, rigging, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of dry packing or grout for any purpose, including stone work and pointing. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

(b) The rehabilitation or restoration of existing concrete roads, footings, bridge decks, parapet or retaining walls, etc., including concrete drilling and doweling, either by electric or pneumatic drills.

(c) The application of all types of epoxy, waterproofing and floor hardeners regardless of color.

(d) The filling of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

(e) The loading, unloading, carrying, distributing and handling of all rods, mesh and materials for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used.

(f) All work on interior concrete columns, foundations for engine and machinery beds.

(g) The stripping of forms, other than panel forms which are to be reused in their original form and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled labor connected therewith.

Streets, Ways, Bridges, and Parks:

Work in the excavation, preparation, concreting, asphalt bituminous concrete, mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith, including the installation of artificial turf in parks. Cleaning, grading, fence or guard rail installation with regard to the digging of holes, placing concrete, the distribution of materials, and the tightening of bolts; and demolition when not to be replaced; and/or removal of streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar rehabilitations, including temporary and interim pavement line striping. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of sub-grade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing mats or wire mesh for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screeding for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefore. The setting, leveling and grouting of all precast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with all paving work. All work in connection with loading, unloading, handling, signaling and setting of all paving blocks, brick pavers and rubber sidewalk pavers, including but not limited to any and all restraints, consisting of plastic, aluminum, etc. required for stability, rip-rap or retaining walls such as stone, wood, metal, concrete or other materials and the preparation of surfaces to receive same.

Trenches, Manholes, Handling, Distribution and Installation of Pipe, Etc.:

Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and re-surfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading or other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and installation of water mains, fire hydrants, gas mains and all pipe up to five feet from the building line, including placing, setting and removal of skids. This includes all apparatus pertaining to and associated with the installation of all utility pipes, which includes but is not limited to all utility pipe installation associated with the construction and/or upgrade of all water treatment plants and waste water treatment plants. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Back-filling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping. Placing of all types of pre-cast utility manholes (i.e. electric, telephone, T.V., sewer, etc.) as well as pre-cast manholes or catch basins for drainage. Patching around pipe, Con Ed work, Electric, Oil-O-Static, Live gas taps, Communications (telephone, T.V.), Fiber Optics. Pipe Fusion: the fusing of all plastic utility pipe including gas, water, sewer, drain, electric, etc.

Shafts and Tunnels, Subways and Sewers:

Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air, including cleaning and maintenance of existing tunnels. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or re-timbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc, and their approaches. All concrete work as described above and in addition, the rigging, hooking on, signaling and dumping of concrete for tremie work over water on caissons, piling, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points and any other dewatering system.

Compressed Air:

In compressed air work all underground or in compression chambers, including tending of the outer aid lock. All work in compressed air construction; including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators, form men, concrete blower operators, cement (inset) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and retimbermen, cherry pickmen, nippers, chuck-tenders and cable tenders, vibratormen, jet-gunmen, gunnite nozzle men, gunmen, reboundmen and all other work connected therewith.

Sewers, Drains, Culverts and Multiplate:

Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete, back-filling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe, (plastic pipe; fiberglass, etc.). Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multipurpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools, and drain fields. Operation of laser beam unit, x-ray equipment and relining of pipe.

Underpinning, Lagging, Bracing, Propping and Shoring:

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures, raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back-filling, landscaping old and new site.

Drilling and Blasting:

All work of drilling, jackhammering and all blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges., All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other

rock breaking and removal after blast. Tending of the rock crusher to ensure the continuity of flow. Handling and laying of nets and other safety devices and signaling, flagging and road guarding.

Signal Person:

Signal Persons on all construction work defined herein, including certified traffic control Signal Persons at construction sites.

Maintenance and Protection of Traffic

Should the Employer require the services of a Certified Traffic Technician or Coordinator, the Union will refer a member of Local 60 who has the necessary qualifications.

General Excavation and Grading:

The clearing, excavating, filling, back-filling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

Factories:

All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw material unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers, washing or cleaning laboratory glassware, stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture.

General:

Material yards, junk yards, salvage yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of unskilled and semiskilled nature, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, Certified Laborers on Fire Watch, toolroom men, park, sports arena and all recreational center employees, utilities employees, horticulture and agricultural workers, garbage and debris handlers and cleaners.

Pits, Yards, Quarries, Etc.:

All drillers, blasters and/or powdermen, nippers, signalmen, Laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable Batching Plants, Screening Plants and Crushing Plants.

Wrecking:

The wrecking and dismantling of buildings and all other structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All rigging, hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

Railroad Track Work:

Right-of-way clearance as described above, excavation, grading, sub-grading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track rails and ties and placing of or jacking track rails and ties at point of installation. All burning or otherwise cutting of track rails. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of main-lines, shoe flies, sidings, gradings, crossing, relocating of pipes and drainage and culverts connected with same and removal and replacing all fences.

Studio Utility Employees:

All such work as herein described as may be pertinent to and part of the operation of Motion picture and other related types of studios.

Use of Tools:

Operation of all hand, pneumatic, electric, motor, combustion or air-driven tools or equipment including remote controlled demolition robots necessary for the performance of work described herein.

Toxic and Hazardous Waste:

The scope of work of the asbestos abatement Laborer or toxic or hazardous waste removal Laborer covers all tasks related to asbestos abatement or toxic or hazardous waste removal. This includes, but is not limited to, the handling, control, removal, abatement, encapsulation or disposal of asbestos and/or toxic or hazardous waste or materials including lead abatement and chemical removal, including tools.

In accordance with past practices and prior jurisdictional awards and agreements as more fully set forth in the Jurisdictional Claims of the Union section below, in performing this work Laborers shall be assigned the erection, moving, servicing, and dismantling of all scaffolds and horses, where scaffolds are used exclusively by Laborers for the removal of asbestos and the tending of other trades in the erection of scaffolds in accordance with green book decisions.

If the materials that are used for the containment or construction of decontamination units or enclosures required for the removal or containment of asbestos or hazardous waste on the job or project site is not to be reused, the dismantling will be the work of the Laborers; the operation of all tools and equipment, including, but not limited to, generators, compressors, and vacuums used in the removal and abatement of asbestos or toxic or hazardous waste or materials; the labeling, bagging, cartoning, or otherwise packaging of materials for disposal; the disposal of all such materials to any authorized disposal site; the clean up of the work or project site and all other incidental to removal, abatement and/or encapsulation of asbestos and/or toxic or hazardous waste or materials. All of the described work shall be performed by the asbestos abatement Laborer or the toxic or hazardous waste removal Laborer in conformance with all applicable federal, state and municipal statutes, regulations, ordinances, standards and safety requirements.

Miscellaneous:

All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the AFL-CIO.

The pumping and bailing of water by hand or mechanical pumps up to six inches, regardless of power source and method, cleaning of screens and the placing of sucking and discharge hoses. Burning of rebars, cutting and removal (rigging and hooking of concrete slabs) handling and setting of precast forms (Jersey barriers) on any heavy construction jobs, bridges included, when concrete or aggregated materials are conveyed by crane, derrick or other method, the rigging, hooking and unhooking, signaling, dumping and unloading of said items. Greencutting of concrete or aggregate in any form by hand, mechanical means, grindstones, air electrical, gas or water. The handling or maintenance of propane, fuel oil, coke or other salamanders of any type. Erection of all permanent and temporary traffic related signs. Installation of noise barrier, Jersey barrier & joints, pre-cast walls, crib retaining walls.

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 operations on any and all equipment, tools, machines and devices usually used and operated by heavy construction Laborers including but not limited to the tools, machines and devices listed or pertaining to the job classifications set forth in Article IV and any modifications and extensions of such tools, machines and devices.

Jurisdictional Claims of the Union:

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, awards contained in the Green Book, or as a result of decisions by the National Joint Board or an Impartial 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, the matter shall be referred to the National Joint Board for the Settlement of Jurisdictional Disputes.

ARTICLE II

Section 1.

A. It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or after the eighth day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date, shall, on or after the eighth day following the beginning of such employment become and remain members in good standing of the Union.

B. Any Employer covered by the provisions of this Agreement further agrees that at the time of employment of any Employee such Employer will submit to each such Employee for his voluntary signature a dues deduction and voluntary political action payroll deduction authorization card in duplicate; one copy of which is to be retained by the Employer and the other returned to the office of the Union, the form to be supplied such Employer by the Union. Such authorization may be revoked by the Employee in writing to the Union and the Employer.

Any Employer covered by the provisions of this Agreement further agrees that at each payroll period, the Employer shall submit a list to the Union of all Employees covered by the Agreement who have failed to sign a dues deduction authorization card, together with the number of hours each such Employee has worked and the total amount of his gross wages for each payroll period.

Section 2. Registration and Referral of Laborers

The Employer shall notify the Union at least twenty-four (24) hours in advance not including Saturday, Sunday or Holidays, before it employs any Laborers and shall not recruit applicants directly or hire Laborers who are not referred by the Union, except as set forth below:

The Employer, in requesting referrals shall specify to the Union:

- A. The number of Laborers required
- B. The location of the job
- C. The nature and type of construction involved
- D. The work to be performed
- E. The specialized skills required
- F. Such other information to enable the Union to make proper referral of Laborers.

Registration and selection of applicants for referrals to jobs shall be on a nondiscriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The Employer reserves and shall have the right to accept or reject any applicant referred by the Union but if any applicant is rejected, the Employer shall notify the Union and a new applicant shall be referred. This process shall be repeated until an available applicant is accepted.

Laborers who are unemployed are required to notify the Union either by telephone or by appearing at the Union Shape Hall for employment. The Union shall maintain a shape list. Referral to jobs shall be in accordance with the job referral rules established by the Laborers' International Union.

An Employer can request a Laborer by name and so long as the Laborer is unemployed, he will be referred by the Union.

The Employer retains the right to reject any job applicant referred by the Union, but in the event of such rejection, the Employer shall re-apply to the Union for further referrals until a referral is accepted as an Employee.

Section 3. (This section shall not apply to Independent Employers)

A. When the Union is unable to supply labor requested by a member of the Association within twenty-four (24) hours, the member of the Association may, upon written notice to the Union, hire Employees not members of the Union for a probationary period of sixty (60) days. Probationary Employees will not be covered by the terms of the Collective Bargaining Agreement except that the contractor shall withhold and remit to the Union administrative dues on behalf of Probationary Employees. After the sixty (60) days a Probationary Employee will be required to become a member of the Union and will be covered by all terms and conditions of the Collective Bargaining Agreement. If the Probationary Employee is not qualified after sixty (60) days, he will be terminated and the Contractor must contact the Union Hiring Hall in accordance with Section 2.

B. In the event that any applicable statute is enacted, or any decision rendered by a court or administrative agency having jurisdiction thereof, which statute or decision permits Union security or hiring provisions more favorable to the Union than contained herein, then the parties hereto shall meet and amend this Agreement so as to give the Union the maximum benefits permitted by such statute or decision.

Section 4.

In the event that any individual Employer or Employee claims that he is being discriminated against in hiring because of Union or non-Union membership, or by reason of any provision contained in this Article, he shall file a complaint with the Association and the Union setting forth the details of such alleged discrimination and the matter shall be considered as a grievance.

Section 5.

Any Employer who knowingly employs Laborers to perform premium time work for straight time the hourly rate or less and pays said Employee by separate check or cash and does not include the hours in reports to the Welfare, Pension, Legal Services, Apprentice and Training, Annuity Funds, L.E.C.E.T., Dues Checkoff, Political Action Fund, and I.A.F., will be considered in violation of this Agreement.

Section 6.

If requested by the Employer in writing to the Union's Business Manager, an Employee who accepts employment with a contractor will remain with the contractor for the balance of the season or until laid off. If requested by the Employer, Employees laid off at the end of the season will return to the same Employer at the beginning of the next season. If during the layoff period the Employee has the opportunity for employment with another Employer and such employment will carryover beyond the normal startup of the regular Employer, the regular Employer will immediately be notified by the Union of the Employee's desire to return to work at that time and will have the right to immediate first recall only.

ARTICLE III

Section 1.

A. It is understood that Employees shall perform a fair and honest day's work.

B. That there shall be no restriction of the use of machinery, tools, or appliances, provided the same are of standard size and standard equipment and are in good and safe working order.

C. 1) The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age (between the years of forty [40] and seventy [70]), nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of race, color, religion, sex, national origin or age (between the years of forty [40] and seventy [70]).

2) The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any Employee because of his or her membership in the Union or because of any Employee's lawful activity and/or support of the Union.

3) The treatment of all Employees and applicants for employment shall be without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment.

D. That the Employer will employ and use all means of safety for the protection of Employees, in compliance with all safety regulations and in accordance with the law.

Section 2.

A. In the single drill operations a Blaster can operate the drill and work without a helper.
In two drill operations a Blaster and two drill runners will be employed.
In three drill operations a Blaster, three drill runners and one helper will be employed. For every additional two drills, a helper will be employed.

Helpers are not required on automatic self-feed or hydraulic drills or when drilling to a single steel depth.
By mutual agreement of Employer and Union, safe drill operations may dictate the need for additional manning.

B. Operations of Quarry Master, Wagon, Jumbo Type, Air Track, Hydraulic and other similar drills are the jurisdiction of Laborers.

C. Any classification and machine not listed will be subject to conference on the prevailing conditions of employment.

Section 3.

A. If a job begins and is completed in less than a work week, Monday through Friday, Blasters, Laborer Foremen (Grade, Pipe, Concrete, Blacktop, General Foremen and Drill Foremen) shall be paid for the actual days worked. On jobs lasting a week or longer, all Blasters, Laborer Foremen (Grade, Pipe, Concrete, Blacktop, General Foremen and Drill Foremen) shall be employed on a straight time weekly basis of forty (40) hours consisting of five (5) working days, Monday through Friday inclusive. However, if they are unable to work because of weather or other conditions during the work week, they shall remain on the job site if requested by the Employer. If a job begins after the start of such week, or terminated before the end of such week, then payment shall be upon the basis of actual days worked.

B. Employees shall receive instructions and orders only from Laborer Foremen or Leadmen. A Laborer Foreman will not be used to displace Laborers in productive work.

C. It is mutually agreed that when a rock job is started, a Blaster starts to work at the same time that the Drillers start. No Drillers shall start unless the Blaster is there to direct them as to angle, depth and centers of holes. Also a Powder Man is to be hired when the Blaster starts to load.

D. No Driller is to start drilling unless the proper dust machine and proper hoses and hoods are furnished. A Driller must refuse to operate a drill unless the dust machine and drill is in proper working order. He is to be paid for loss of time incurred as a result of improper equipment for the remainder of the day but may be assigned to other work.

Section 4.

A. On all heavy construction work where only one (1) shift is employed in any twenty-four (24) hour period, the work shall be forty (40) hours per week and consist of five (5) consecutive eight (8) hour days, from Monday through Friday inclusive, between the hours of 8:00 A.M. and 12 noon and from 12:30 P.M. to 4:30 P.M. with a half (½) hour for lunch. In accordance with variable starting times and shift provisions of the Agreement, any work performed before 8:00 A.M. and after 4:30 P.M. from Monday through Friday inclusive, or over eight (8) hours in

any one day or forty (40) hours in any one week, and on Saturday, shall be paid for at the rate of time and one-half (1-1/2).

B. Subject to Public Work Prevailing Wage requirements, at the Employer's discretion so long as there has been a shape-up day during the work week, Saturdays can be substituted as a make-up day at straight time rate of pay as the result of inclement weather which causes a cessation of work during the work week.

Any work after eight hours on a Saturday make-up day shall be at time and one half. If the Saturday make-up day results in an employee to be entitled to more than forty (40) hours pay for the week, the additional time shall be at time and one half. The crew of employees on a make-up day shall not exceed the average crew size employed during the work week.

C. Four Day Work Week – It is understood and agreed that because of certain statutes, laws, ordinances, regulations and contractual requirements of various governmental sectors requiring the Employer to perform work only four (4) days per week – a work week of four (4), ten (10) hour days can be established by the Employer. The work day shall consist of eight (8) hours paid at the straight time hourly rate and the ninth and tenth hours paid at the overtime rate of one (1) and one half (1/2) times the rate.

D. Variable Starting Times – On notice to the Union, Employers can establish weekly starting times of 6:00 A.M., 7:00 A.M., 8:00 A.M.; or if required by specification or traffic condition 9:00 A.M.

Variable Lunch Times – When job conditions warrant, the Employer can determine lunch time at 11:00 A.M., 11:30 A.M.; 12 noon; or 12:30 P.M., or within five (5) hours of a variable starting time.

E. On notice to the Union, Employers on public work projects requiring an irregular shift can start same between 5:00 P.M. and 12 midnight. Irregular shift pay will be the same as regular shift pay specified herein.

F. Shift Pay – Employees shall receive an additional fifteen percent (15%) per hour above current rate for all regular and irregular shift work. Premium pay shall not include the fifteen percent (15%) per hour differential.

The shift premium will be paid on public works contracts for off-shift or irregular shift work when mandated by the NYS DOT or other Governmental Agency contracts. The shift premium will be paid on all other projects.

G. 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 and Employees shall be allowed not less than one-half (1/2) hour for lunch as part of the said eight (8) hour shift on which they are working, and shall be paid for the full eight (8) hours. In the event less than three (3) shifts are worked, the above shall be modified so that each shift shall consists of eight (8) hours plus one-half (1/2) hour for lunch. All work performed after 12 midnight Friday or before 12 midnight Sunday shall be paid at premium rates. Time and one-half (1-1/2) shall be paid for all overtime in excess of the above specified work hours and double time (2x) shall be paid for all work performed on Sundays.

Section 5.

A. Employees working in various classifications during the day shall be paid for the entire day at the rate of the highest classification.

B. If an employee reports to work on any working day he shall receive two (2) hours shape up time. The Employer may direct the employee to remain on the job for these two (2) hours. If an Employee starts to work on any shift he is guaranteed a minimum of four (4) hours pay. If any Employee is put to work any time after 12 noon on the first shift or is held on the job or works more than four (4) hours on any shift, it is agreed that the Employee is to be paid for the full eight (8) hours of the work day or shift. If he works more than four (4) hours he is to be paid for eight (8) hours of the work day or shift. If an Employee goes home voluntarily he shall be paid only for the time worked. An Employee who receives two (2) hours shape up time, shall be credited with one (1) day's work for the purpose of determining eligibility for Holiday pay under ARTICLE IV SEC. 6.

C. A Laborer referred to a toxic waste job who is certified and registered for toxic waste removal will be paid the rate set forth in Group VI and VI A for all work performed at the toxic waste job site.

D. Raingear and slipover boots must be provided by the Employer if men are ordered to work in rain, mud, concrete or snow. Men cannot be terminated if they are unable to work because they are not furnished raingear and slipover boots. All tools, boots, goggles, gloves, masks, earplugs, hard hats, raingear and other implements and equipment, other than those customarily furnished by Employees, necessary to the performance of any of the work covered by this Agreement, shall be furnished by the Employer. Suitable quarters, properly heated, reasonably close to the job site where the Employees may change their clothes and eat meals shall be provided by the Employer. Drinking water and sanitary toilet facilities reasonably close to the job site, shall be provided. Where transmission, pipeline or cable jobs are more than one half (1/2) mile from the nearest railway or conveyance, it is agreed that the Employer shall arrange to convey Employees to and from the job in the form of a suitable protected enclosed vehicle. Employees who are required to report prior to 8:00 A.M. at a specified time and specified place, work time shall begin when the Employee presents himself at such place and time. Employees are to receive reasonable time before the close of the work day to clean up and put tools away.

ARTICLE IV

Wage Rates Effective April 1, 2011 – March 31, 2012

The Benefit Fund Contributions and Rates of Wages to be paid to Employees shall be in accordance with the following:

Section 1. Rates

	<u>4/01/11 - 3/31/12</u>	<u>4/01/12 - 3/31/13</u>	<u>4/01/13- 3/31/14</u>
	Per Hour	Per Hour	Per Hour
Qualified Gas Mechanic			
(Guaranteed 40 Hour Week Unless Laid Off)			
Wage, Dues, PAF, Legal.....	\$ 40.05	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 59.20		
Deduct Dues, PAF, Legal.....	-1.32		

Group I

Foreman (All), Blaster (Quarry Master), Certified Traffic Technician or Coordinator (if requested by the Employer).

(Guaranteed 40 Hour Week Unless Laid Off)

Wage, Dues, PAF, Legal.....	\$ 35.05	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 54.20		
Deduct Dues, PAF, Legal.....	-1.32		

Group II

Job Steward (Coordinator), Lead Person, Burner, Jumbo Driller, Joy Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Asphalt Screedman, Asphalt Raker, Pipe Fusion.

The Job Steward (Coordinator) shall be the first Laborer hired and the last Laborer to be laid off, with the exception of the Employers' "Key Local 60 Foremen" on the Job site.

Wage, Dues, PAF, Legal.....	\$ 33.70	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 52.85		
Deduct Dues, PAF, Legal.....	-1.32		

Group III

Asphalt Curb Machine Operator, Jeep Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Driller, All types of Pneumatic Tools and Gasoline Driller, Concrete Saw, Gunniting, Railroad Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy Operator, Power Wheelbarrow Operator, Laser Beam and X-ray Operator, Pipe Religner, Underpinning, Chain Saw, Treecutter, Jack Leg Driller, Hydraulic Rock Splitter, Certified Scaffold Erector, Remote Controlled Demolition Robot.

Wage, Dues, PAF, Legal.....	\$ 33.30	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 52.45		
Deduct Dues, PAF, Legal.....	-1.32		

Group IV

General Concrete Laborers- anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Rock Scalars, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, Etc.), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard and Guide Rail Installation and Demolition, Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Pavers and Rubber Pavers, Rip Rap and Dry Stone Layer Walls, Stone Work and Pointing, Cement Sprayer, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier & Joints, Pre-Cast Walls, Pre-cast Manholes and Pre-Cast Catch Basins, Crib Retaining Walls.

Wage, Dues, PAF, Legal.....	\$ 32.95	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 52.10		
Deduct Dues, PAF, Legal.....	- 1.32		

Group V

All Drill Helpers (including Hydraulic, Wagon, Air Track), Common Laborers, Certified Fire Watch Laborer, All AFL/CIO Trades Tenders, Signal Person and Pit Person, Truck Spotters, Powder Person, Landscape and Nursery Persons, Artificial Turf Installer, Placing Fabric on Landfill, Dump Person, Tending of All Temporary Heat (Salamanders, etc.), Permanent and Temporary Sign Installer, Temporary and Interim Pavement Line Striping, Stringline Automation, Grades, Lock Level, Certified Traffic Safety and Control (Patterns)

Wage, Dues, PAF, Legal.....	\$ 32.60	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 51.75		
Deduct Dues, PAF, Legal.....	-1.32		

FLAGPERSON (Certified) Flag Only, No Pattern Set Up, Etc. Watchperson

Wage, Dues, PAF, Legal.....	\$ 26.25	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 45.40		
Deduct Dues, PAF, Legal.....	-1.32		

Group VI

**Asbestos and Toxic Waste Foreman, Job Steward (Coordinator), and Lead Person
(Guaranteed 40 Hour Week Unless Laid Off)**

Wage, Dues, PAF, Legal.....	\$ 36.50	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 55.65		
Deduct Dues, PAF, Legal.....	-1.32		

Group VI A

Asbestos and Toxic Waste Laborer, Lead, Chemical Abatement Laborer, Confined Space Laborer

Wage, Dues, PAF, Legal.....	\$ 34.60	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 53.75		
Deduct Dues, PAF, Legal.....	-1.32		

Group VII**Wrecking:****Foreman, Blaster (Guaranteed 40 Hour Week Unless Laid Off)**

Wage, Dues, PAF, Legal.....	\$ 35.15	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 54.30		
Deduct Dues, PAF, Legal.....	-1.32		

Job Steward (Coordinator), Lead Person

Wage, Dues, PAF, Legal.....	\$ 34.05	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 53.20		
Deduct Dues, PAF, Legal.....	-1.32		

Bar Person, Burner

Wage, Dues, PAF, Legal.....	\$ 33.75	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 52.90		
Deduct Dues, PAF, Legal.....	-1.32		

Bar Person Helper & Laborer

Wage, Dues, PAF, Legal.....	\$ 33.55	Total Pkg.	Total Pkg.
Welfare.....	6.50	Increase	Increase
Pension.....	7.55	\$1.10	\$1.20
Annuity.....	4.00		
Apprentice & Training.....	.65		
LECET.....	.10		
IAF.....	.35		
Total w/Benefits.....	\$ 52.70		
Deduct Dues, PAF, Legal.....	-1.32		

PRIVATE RESIDENTIAL/COMMERCIAL AGREEMENT FOR PROJECTS VALUED \$8 MILLION AND UNDER

Work performed by Laborers on private funded construction \$8 million and under will be paid for at the rate agreed to between Local 60 and the CIC. A copy of the private construction wage and benefit schedule and contribution forms can be obtained by contacting Local 60. Any use of this schedule of private funded construction, \$8 million and under, wages and benefits is limited to signatories of this agreement that are current on payments to the Local 60 fringe benefits and who present verification of the contract value.

A four (4) day, ten (10) hour work week; Monday-Thursday at straight time for private residential/commercial projects valued \$8 million and under may be established by the employer. Friday or Saturday can be substituted as a make-up day at the straight time rate of pay as a result of inclement weather which causes a cessation of work during the work week provided there has been a shape-up day during the work week.

Any work performed over ten (10) hours in any one day or forty (40) hours in any one week, which includes any make-up day, shall be paid for at the rate of time and one-half (1-1/2). The crew of employees on a make-up day shall not exceed the average crew size employed during the week, the contractor must notify the union in writing at least three business days in advance of scheduling a four (4) day, ten (10) hour work week.

Section 2. Dues Checkoff

A. The Employer shall deduct from the wages of Employees covered hereby who sign Dues Deduction Authorization Forms, the sum of one dollar and ten cents (\$1.10) per hour for the period April 1, 2011 through March 31, 2012 and any such other amount designated by the Union in writing to the Employer, limited to forty (40) hours per week including overtime and remit the same to the Union with a list of Employees, the number of hours worked by each and the name of any Employee who shall fail to sign such authorization.

B. The Employer shall deduct from the wages of Employees covered hereby, who sign a Laborers Local 60 Political Action Payroll Deduction Authorization form, the sum of seven cents (\$.07) per hour for the period of April 1, 2011 through March 31, 2012, limited to forty (40) hours per week including overtime and remit the same to the Union with a list of Employees and the number of hours worked by each.

C. For work in excess of forty (40) hours per week, Employees shall receive time and one half (1½) the wage rate set forth in Section I above which includes the Dues Check-Off and PAF.

D. Dues Check-Off, PAF, and Legal Fund contributions are included in the hourly rate. When the maximum forty (40) hours are reached, the sum of one dollar and ten cents (\$1.10) per hour Dues Check-Off and the sum of seven cents (\$.07) per hour PAF will remain in the Laborer's pay. However, because it is a Benefit Fund, the fifteen cents (\$.15) per hour Legal Fund contribution is to be discontinued after the forty (40) hour maximum has been reached.

Section 3.

A. For the period of April 1, 2012 through March 31, 2013 there will be an additional total package increase of one dollar and ten cents (\$1.10) per hour which will be distributed upon recommendation of the Fund Trustees, among Wages, Fringe Benefits Funds, Working Dues, and PAF, by mutual consent of the Union and the Association and the Union and the Independent Employer. In the absence of an Agreement with the Independent Employer, the total package increase shall be allocated by the Union.

B. Effective April 1, 2011 the Employer will contribute an additional twenty (\$0.20) cents per hour to the Local 60 Apprentice and Training Fund which amount has been included in the current Wage and Benefits section contained in the Agreement. This Additional contribution will be segregated in the Local 60 Apprentice and Training Fund to be used to train Local 60 Laborers in specialized classifications (Screedman, etc.) as directed by the Laborers Management Committee.

C. In addition to the increase set forth in paragraph A, effective April 1, 2012, the Employer will contribute five cents (\$0.05) per hour to a Labor Management Fund to be established in accordance with LMRDA Section 302 (c) 9, and contributions to the Apprentice and Training Fund Segregated Account will be reduced from Twenty (\$.20) cents per hour to Fifteen (\$0.15) cents per hour.

D. For the period of April 1, 2013 through March 31, 2014 there will be an additional total package increase of one dollar and twenty cents (\$1.20) per hour which will be distributed upon recommendation of the Fund Trustees, among Wages, Fringe Benefits Funds, Working Dues, and PAF, by mutual consent of the Union and the Association and the Union and the Independent Employer. In the absence of an Agreement with the Independent Employer the total package increase shall be allocated by the Union.

Section 4.

Whenever the shafts, caissons (land or water), (cofferdams), reservoir, or portals are five (5) feet or more below the surface, shaft and tunnel wage rates shall be paid; less than five (5) feet, open cut wage rates shall be paid.

Section 5.

All wages shall be paid on the regular pay day designated by the Employer in lawful United States currency, or corporate check or direct deposit, once each week, during working hours. The direct deposit method may be used only if it is agreed to by the laborer who will retain the option to opt out. A paystub with all applicable information must be provided. Payroll checks issued by an Employer must contain the same name of the Employer that entered into the Collective Bargaining Agreement. Payment shall be made in envelopes plainly marked showing the Employee's name, work week date, hours worked, hourly rate, dues and political action fund check-off amount, total net and gross amount, social security deduction, withholding tax, Employer's name and address, Employer's Federal Identification number, and N.Y. Unemployment Insurance number or other related deductions. The Employer shall not withhold more than five (5) days pay. **Wages owed to a Laborer shall be paid in full on the day of the layoff.** If an Employee quits of his own accord, he shall receive his wages for the time that he worked on the next regular pay day. Employees laid off shall be given a lay off slip for unemployment insurance at the time they are laid off.

Section 6.

A. Holidays. The calendar week shall be Sunday through Saturday. If an Employee works two (2) or more days in the calendar week in which any holiday occurs, he shall observe such holiday and receive eight (8) hours straight time pay for the same: New Year's Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, November Election Day, Thanksgiving Day, day after Thanksgiving and Christmas Day. Shape up time is to be considered one (1) day's credit for determining holiday pay.

B. If any Employee works on any of the following four holidays, Lincoln's Birthday, President's Day, Election Day, and the day after Thanksgiving he shall be paid at the rate of double (2x) times the hourly rate which includes the holiday allowance.

C. If any Employee works on any of the following six holidays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, he shall be paid at the rate of double and one-half (2-1/2) times the hourly rate which includes the holiday allowance.

D. Whenever a paid holiday falls on a Saturday, it shall be paid as a holiday. If an Employee works that day, he shall be paid at the rate of double and one-half time which rate includes the holiday allowance. If the Saturday is a make-up day, the employee that works shall be paid at the rate of double time, which rate includes the holiday allowance.

E. Whenever a paid holiday falls on a Sunday, it shall be observed on the following day and be paid as a holiday. If an Employee works that day (Monday), he shall be paid at the appropriate rate as set forth in Sections 6B and 6C above.

F. All work performed on Sunday shall be paid at the rate of double (2x) time.

Section 7. Leave of Absence

Employees may take a leave of absence only with the mutual consent of the Employer and on thirty (30) days notice. This provision shall not apply in emergencies.

Section 8. Legal Services Fund

A. The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Westchester Putnam Counties Laborers' Heavy & Highway Legal Services Fund, Local No. 60 as the same may be amended from time to time except that no amendment may increase the Employer's obligations to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be part of this Agreement as though the same were fully set forth herein.

B. For the period April 1, 2011 through March 31, 2012 the Employer shall contribute to the Legal Services Fund an amount equal to fifteen cents (\$.15) per hour for each hour worked including overtime and holiday hours paid, not to exceed forty (40) hours per week.

C. Legal Services Fund contributions are to be included in the Laborers' wages, taxed in accordance with IRS regulations and then remitted to the Fund.

Section 9. Welfare Fund

A. The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Westchester Putnam Counties Laborers' Heavy & Highway Health and Welfare Fund Local No. 60 as the same may be amended from time to time except that no amendment may increase the Employer's obligations to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein.

B. For the period April 1, 2011 through March 31, 2012 the Employer shall contribute to the Welfare Fund the amount of six dollars and fifty cents (\$6.50) per hour for each hour worked including overtime and holiday hours worked. This amount includes ten cents (\$.10) per hour which will be segregated in a special account to fund an Employer Consortium for testing and OSHA requirements.

C. A third party provider will manage the Employer Consortium providing service to signatory contractors including occupational, Haz-Mat, alcohol and drug abuse testing, and industrial medical and compliance services as required by project owners or federal, state or local statute. All records will be maintained at the Consortium or Employer as required by law or project owner contract policy. The parties agree that with the exception of the Welfare Funds' obligation to pay for the services, limited to the balance in the segregated account, the Fund and the Union shall assume no liability in connection with the testing process and the results thereof, and the parties agree to indemnify and hold the Fund and the Union harmless in connection with the privacy and confidentiality issues, and the testing services provided pursuant to this Agreement.

D. Employer contributions to the Welfare Fund shall include coverage for New York State Disability benefits for eligible Employees.

Section 10 – Pension Fund

A.. The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Westchester Putnam Counties Laborers' Heavy & Highway Pension Fund, Local No. 60 as the same may be amended from time to time except that no amendment may increase the Employer's obligation to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein.

B. For the Period April 1, 2011 through March 31, 2012, the Employer shall contribute to the Pension Fund the amount of seven dollars and fifty five cents (\$7.55) per hour for each hour worked, including overtime and holiday hours paid.

Section 11. Annuity Fund

A. The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Westchester Putnam Counties Laborers' Heavy & Highway Annuity Fund Local No. 60 as the same may be amended from time to time except that no amendment may increase the Employer's obligations to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein.

B. For the period April 1, 2011 through March 31, 2012 the Employer shall contribute to the Annuity Fund the amount of four dollars (\$4.00) per hour, for each hour worked, including overtime and holiday hours paid, not to exceed forty (40) hours per week.

Section 12. Apprentice and Training Fund

A. The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of Westchester Putnam Counties Laborers' Education, Training and Apprenticeship Fund, as the same may be amended from time to time except that no amendment may increase the Employer's obligations to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein.

B. For the period of April 1, 2011 through March 31, 2012 the Employer shall contribute to the Apprentice and Training Fund an amount equal to sixty five cents (\$.65) per hour and for the period April 1, 2012 through March 31, 2013 the amount of sixty cents (\$.60) per hour including overtime and holiday hours worked not to exceed a maximum of forty (40) hours per week.

C. An Apprentice Training Program will be instituted based on the NYS Department of Labor requirements providing for one (1) apprentice to every three (3) journeymen. A Joint Apprentice Committee (JAC) consisting of representatives from the Union and the Employers will establish the rules and regulations for the Apprenticeship Program.

D. The Union's obligation to provide Apprentices is limited to the availability of Union members participating in an approved Apprenticeship Program. Apprentices will be referred to contractors on a first come, first referred basis.

APPRENTICE WAGES/BENEFITS:

1 to 499 hours	55% of Group V Wages/no benefits
500 to 1000 hours	55% of Group V Wages Welfare \$2.85 per hour
1001 to 2000 hours	65% of Group V Wages Welfare - \$2.85 per hour Dues Ded. - \$.55 per hour Annuity - \$1.00 per hour
2001 to 3000 hours	75% of Group V Wages Welfare - \$3.35 per hour Dues Ded. - \$.65 per hour Annuity - \$1.50 per hour

3001 to 4000 hours

85% of Group V Wages

Welfare - \$3.35 per hour

Dues Ded. - \$.65 per hour

Annuity - \$2.25 per hour

Following completion of 4000 hours, full contract wages and benefits will be paid. All other conditions and terms of the Agreement apply to Apprentices. Welfare benefits will apply to the Apprentice only, not family members, after completion of two thousand (2000) hours through four thousand (4000) hours.

Section 13. New York State Laborers Employers Cooperation and Education Trust Fund

A. The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of New York State Laborers Employers Cooperation and Education Trust Fund as the same may be amended from time to time except that no amendment may increase the Employer's obligation to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be part of this Agreement as though the same were fully set forth herein. For the period April 1, 2011 through March 31, 2012 the Employer shall contribute to the New York State Laborers Employers Cooperation and Education Trust Fund an amount equal to ten cents (\$.10) per hour including overtime and holiday hours worked, not to exceed a maximum of forty (40) hours per week.

Section 14 Laborers Local 60 and Construction Industry Council of Westchester and Hudson Valley, Inc. Joint Industry Labor Management Fund

A. The employer agrees to comply with the Trust Agreement, By-Laws, Rules and regulations of the Laborers Local 60 and Construction Industry Council of Westchester and Hudson Valley, Inc. joint industry Labor Management Fund as the same may be amended from time to time except that no amendment may increase the Employer's obligation to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be part of this Agreement as though the same were fully set forth herein.

B. For the period April 1, 2012 through March 31, 2013 the Employer shall contribute to the Laborers Local 60 and Construction Industry Council of Westchester and Hudson Valley, Inc. joint industry Labor Management Fund an amount equal to five cents (\$.05) per hour including overtime and holiday hours worked, not to exceed a maximum of forty (40) hours per week.

Section 15 No Representation

No officer, agent, representative or Employee of the Union or any Employer or Employee Benefit Fund shall be deemed to be an agent or representative of the Board of Trustees of the respective Fund or shall be deemed as authorized to make any oral or written representations or give any form of commitment which may be relied upon by any Employer, Employee, his or her spouse, beneficiary or dependent. Any such representations or commitments may only be made by the Board of Trustees in their official capacity.

Section 16 Industry Advancement Fund

A. The Heavy Construction Industry Advancement Fund, also known as the Construction Industry Council of Westchester and Hudson Valley, Inc., hereinafter referred to as the "IAF", has been established for the purpose of promoting industry advancement programs to improve conditions in the industry.

B. All Employers bound by the terms of the Collective Bargaining Agreement shall contribute to the Industry Advancement Fund an amount equal to thirty-five cents (\$.35) per hour not to exceed a maximum of forty (40) hours per week worked by all Employees covered by this Agreement. The Contributions required hereunder shall be reported on the same forms used for the Fringe Benefits and Dues Check-off. There shall be no co-mingling of this check with funds of the Union or with the Fringe Benefits Funds. All monies received by the Union for the

Industry Advancement Fund are to be treated as trust funds and shall be immediately remitted to the Industry Advancement Fund upon receipt by the Union.

C. The Association agrees that monies collected by the Industry Advancement Fund shall not be used for any anti-Union activities or activities detrimental to the Union membership.

Section 17. Benefits for Employees

Benefits may be extended to Employees of the Union, as well as the Employees of Laborers' Local 60's Welfare, Pension, Annuity, Legal, Apprentice & Training Fund, provided that contributions are paid on the same basis as other Employees on behalf of such persons by the Welfare, Pension, Annuity, Legal, and Apprentice & Training Fund as the case may be.

Section 18. Collection of Employer Contributions To The Benefit Funds.

1) In order to protect the fringe benefits to which Employees are entitled under this Agreement, and in order to prevent any device or subterfuge to evade liability for Employer contributions due to the Local 60 Benefit Funds, it is agreed as follows: if an Employer is delinquent in contributions due to the Local 60 Benefit Funds (Pension, Welfare, Annuity, Legal and Apprentice and Training) and the delinquent Employer ceases to be an Employer hereunder for any reason; and the Employer either under its original signatory name, or under another name, seeks to be a signatory to a Collective Bargaining Agreement with Local 60 as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the principals of the delinquent Employer, as officers, directors, owners, partners or stockholders, exercise either directly or indirectly, any significant degree of ownership, management or control, Local 60 will not enter into a Collective Bargaining Agreement with the new Employer, so long as the delinquent Employer remains liable for Employer contributions due to the Local 60 Benefit Funds, including any interest accrued thereon, and any expenses incurred in connection with the delinquency.

2) If the Local 60 Benefit Funds begin legal action against a delinquent Employer and the Employer fails to pay the delinquency (other than a delinquency solely relating to an audit), or refuses to permit an audit of the Employer's books and records by a representative of the Fund, or fails to pay current contributions during the pendency of the lawsuit, within twenty (20) days after service of process of the lawsuit, or within twenty (20) days of notice of a lapse in remitting current contributions in addition to the delinquent amount, then upon such failure Local 60 shall immediately remove Laborers from all of the delinquent Employer's jobs, in which case the Laborers so removed shall be paid a day's pay of eight (8) hours for each day until the Employer settles his delinquent payments of contributions, interest, legal and auditing fees and court costs with the Benefit Fund Administrator and/or permits an audit of the Employer's books and records. If any Employer has a record of delinquency in contributions to the Benefits Funds on a prior job, the Union shall be within its right to refuse to permit Laborers to work for such Employer, until all such delinquencies have been paid to the respective Funds, including interest, legal, auditing fees, and costs.

The Employer may not terminate, lay off, replace or take any disciplinary action against any Employee who refuses to work as a result of the provisions set forth above.

If the Trustees or the Fund Administrator of the Benefits Funds is required to utilize the services of an attorney to collect Employer delinquencies or the services of an accountant to conduct an audit of the Employer's books and records, the delinquent Employer may be required to pay, in addition to the delinquency, interest at the prime rate plus two percent (2%) per annum, together with liquidated damages in the amount of ten percent (10%) of the total delinquency and the reasonable cost of auditing services and legal fees in the amount of fifteen percent (15%) of the delinquent amount in accordance with ERISA Section 502(g).

All contributions required to be made to the Benefit Funds by the Employer shall be made on a weekly basis together with a completed contribution form to be furnished by the Benefit Funds, indicating the names and social security numbers of all Employees, numbers of hours worked or paid including holidays (for example: thirty-two [32] hours worked + eight [8] hours holiday pay = forty [40] hours total), and amount of hourly wages, together with the same amount of contribution for each Employee to each Fund. Benefit Fund

checks issued by an Employer must contain the same name of the Employer that entered into the Collective Bargaining Agreement. The periodic reporting forms must be filed by the Employer with the Funds regardless of whether any contributions are due and owing the Funds in the reporting period.

The Trustees of the Benefits Funds in their discretion may permit an Employer to contribute to the Benefits Fund on a monthly instead of a weekly basis where the contribution record of the Employer justifies such action.

Employers that have not been delinquent are permitted to submit contributions to the Funds no later than the fifteenth (15th) day of the month following the month in which work was performed. Example: For work that is performed in April 2011 contributions must be submitted to the Funds no later than May 15, 2011.

An Employer that fails to make required contributions to the Funds, in the time frame permitted, will be charged interest on the amount due. Interest shall accrue at the prime rate plus two percent (2%) per annum for all delinquent periods.

In the event an Employer is delinquent in payments to the Local 60 Benefit Funds beyond ninety (90) days, the Trustees of the Benefit Funds shall require the delinquent Employer to deliver to the Fund Office a surety bond or cash (or other form acceptable to the Board of Trustees) in the penal sum equal to the principal amount of the delinquency or up to a limit of one hundred and fifty thousand dollars (\$150,000.00), however not less than fifty thousand dollars (\$50,000.00), whichever is greater. In the absence of a bond sufficient to secure the delinquency, Local 60 shall be instructed by the Benefit Fund Trustees to remove Laborers from all of the delinquent Employer's jobs. The Trustees shall also have the power to fix a lesser bond or to eliminate the requirement for a surety bond for any Employer whose contribution record justifies such action.

The remedies set forth herein shall not be subject to any form of grievance procedure or arbitration, nor shall said remedies be the exclusive remedies available to the Union with respect to an Employer who is in violation of the provisions of this section.

ARTICLE V

Section 1.

The Business Manager of the Union with the acknowledgement of the Employer shall designate a Job Steward (Coordinator) from the Employer's workforce on every job where Laborers are employed. It shall be the duty of the said Job Steward (Coordinator) to see that the provisions of this Agreement are being fully carried out on said job. In the case of a breach of any of the above, it shall be the duty of the Job Steward (Coordinator) to immediately contact the office of the Union and the matter shall be referred to the Business Manager and/or Field Representative of the Union, in order that the said Business manager or the Field Representative of the Union may first make an attempt to contact either the Employer or the Employer's Representative, for the purpose of amicably adjusting the discrimination or dispute. It shall be the duty of the Job Steward (Coordinator) to assist any working member under this Agreement in the event of injuries and see to it that the said injured Employee receives proper medical attention and hospitalization. The Job Steward (Coordinator) shall take care of such duties with the least possible loss of time. Any alleged abuse of any Job Steward (Coordinator) in the performance of the duties herein outlined shall not lead to his immediate discharge but the Employer shall contact the Business Manager and/or Field Representative of the Union for the purpose of adjustment. On major road jobs and high lines, the Job Steward (Coordinator) shall be furnished with a pickup truck to pick up and distribute water cans to the Employees in addition to his other duties. On all construction jobs the Job Steward (Coordinator) shall be engaged throughout the period of such operations when work is being performed under the jurisdiction of this craft. The Employer shall also notify the Job Steward (Coordinator) when Laborer Employees are to be hired and when they are to be terminated. The Job Steward (Coordinator) may not be laid off or discharged for engaging in the Job Steward (Coordinator's) duties as set forth above. In the event the Union files a grievance regarding the lay-off or discharge of the Job Steward (Coordinator), the Employer shall be required to maintain the Job Steward (Coordinator) on the Employer's payroll pending resolution of the dispute as set forth in Section 3 below.

Local 60 will inform the Job Steward Coordinator to notify the Union of any new or replacement Laborers brought to the Employer's worksite to ensure they are either members of Local 60 or otherwise approved by the Union. The Job Steward Coordinator's notification to the Union will also apply if it is known that a Union member is leaving an Employer to work for another signatory Employer without Union authorization.

Section 2.

In addition to the matters mentioned in the previous section, the Business Manager and/or Field Representative of the Union shall at all times have the right to visit any of the Employer's jobs for the purpose of seeing to it that the provisions of this Agreement are fully being carried out and he shall not be interfered with or hindered on any such visits, except that the said Business Manager and/or Field Representative of the Union shall not cause any unreasonable delay on the part of the men working on said jobs.

Section 3. Contract Disputes Procedure (This section shall not apply to Independent Employers)

A. The following procedure will apply to all grievances resulting from the provisions of this Agreement, except for grievances and/or disputes pertaining to an Employer's obligation to pay wages, to contribute to any of the Fringe Benefit Funds set forth in this Agreement, disputes relating to an Employer's obligation to checkoff and remit supplemental dues pursuant to written authorization or with respect to jurisdictional disputes between the Union and any other Union.

B. Any and all complaints, grievances, controversies or disputes between the Union and a Member of the Association in connection with or in relation to this Agreement or concerning the interpretation, application, performance or alleged breach thereof by either of the parties hereto, or by any parties signatory to this Collective Bargaining Agreement, or with respect to any term or condition of employment herein collectively referred to as a "dispute" shall be referred to the Job Steward (Coordinator) and the appropriate Employer representative on the job site.

Step 1: If the Job Steward (Coordinator) and an Employer Representative are unable to resolve the dispute, the matter shall be referred to the Union Business Agent and the appropriate Employer Representative involving the job in question.

Step 2: If the Union Business Agent and the Employer Representative are unable to resolve the dispute within twenty four (24) hours thereafter the matter shall be referred to the Union Business Manager and the Association Representative for final disposition.

Step 3: Should the Union Business Manager and the Association Representative fail to agree on the resolution of the dispute within seventy-two (72) hours, either party shall have the right to economic recourse.

ARTICLE VI

SAFETY

Section 1.

A. An Employee working for an Employer under this Agreement who does not have an OSHA Ten (10) Hour Certification in accordance with New York State Law will be subject to discharge without recourse.

B. The Employees covered by the terms of this Agreement shall, at all times, while in the employ of the Employer, be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act and OSHA, EPA and State Safety Regulations. In accordance with the requirements of

OSHA, EPA and State Safety Regulations, it shall be the exclusive responsibility of the Employer to ensure the safety of its Employees and compliance by them with any safety rules contained herein, or established by the Employer. Nothing in this Agreement will make the Union liable to any Employees or any other persons in the event that injury or accident occurs.

Section 2.

The Employer will not engage in any litigation against the Union, on subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any death or injury which occurs on the job sites covered by this Agreement.

Section 3.

The Employer shall supply each Employee with proper safety clothing, including but not limited to, respirators and disposable clothing. If informed by Employer, the Employee is required to supply and wear steel toe safety shoes at all times.

Section 4.

Masks and all other equipment used in the removal of asbestos must meet the requirements of the regulations governing the industry. The Employer may work Laborers up to a maximum of three and one-half (3½) continuous hours in a respirator without a break providing the governing regulations and standards are met. Whenever this no break provision is implemented by the Employer, a minimum of four (4) hours will be paid to the Employee at the applicable hourly wage rate.

Section 5.

Employees will be required to observe the regulations when leaving encapsulated areas for any reason.

Employer must provide shower facilities with hot water.

When necessary, lunch periods will be staggered to allow employees time to clean up.

Employer shall furnish lockers or other means to safeguard the personal belongings of Employees.

Section 6. Certification Requirements

An Employer representative and their Employees working under a National Agreement must be certified for the particular type of toxic material he or she may be dismantling and/or removing.

Section 7.

The Union and the Employer may prepare safety code and substance abuse rules and regulations in booklet form which will be distributed to all Employees and to which Employees will adhere.

Section 8.

An Employee who violates the safety code shall receive a warning notice for the first violation. An Employee will be suspended for two days without pay for the second violation. An Employee shall be subject to the grievance procedure for the third or any subsequent violation of the safety code.

Section 9. Substance Abuse Testing

1. The Employer and the Union affirm that construction jobsites subject to this Agreement are to be alcohol and drug free.

2. Alcoholism and drug dependency is recognized by the medical profession, public health authorities, Employers and the Union as a disease. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and the violation of safety rules. This, in turn, disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do a conscientious job. This combination of factors is recognized as having a potentially damaging effect in the American Construction Industry and it endangers the job security of the worker and the safety and well being of everyone at the jobsite.

3. The Employer and Union agree to establish a Drug and Alcohol testing program for the testing of current Employees, pre-employment testing and random testing, the cost to be paid by the Welfare Fund from the segregated Employer Consortium special account. A Labor/Management committee will meet to develop program requirements.

4. To this end the Employers and Union have agreed to adopt a policy and program which assures that appropriate measures be taken when these problems are identified. The adopted Substance Abuse Policy and Program is a part of this Agreement, and must be adhered to by the Employer and Employee.

5. The parties agree to review and amend the Substance Abuse Policy to conform with current requirements of law.

Section 10.

New Employees sent to an Employer are required to report, as directed, to the worksite one-half (1/2) hour before scheduled starting time for required safety and document instruction.

ARTICLE VII

Section 1.

The terms, covenants and conditions of this Agreement shall be binding on the parties hereto and their successors and assigns, any and all subcontractors employed by the Employer, and any contract entered into by the Employer with any subcontractors shall contain a stipulation binding the said subcontractors to the terms, covenants and conditions of this Agreement. The Employer shall be liable for the failure of any of his or its subcontractors to pay wages or contributions to the Welfare Fund, Pension Fund, Apprentice and Training Fund, Legal Services Fund, Annuity Fund, L.E.C.E.T., Dues and PAF Checkoff, and the IAF Funds.

Section 2. Most Favored Employers

If the Union enters into any Agreement with any individual Employer or group of Employers performing work covered by the terms of this Agreement and such Agreement provides for more favorable wages, hours or conditions than herein specified, Employer's signatory hereto can, on written notice to the Union, adopt such advantageous terms and conditions as part of this Agreement.

This clause shall not apply to isolated or emergency situations which may occur from time to time under unusual job conditions nor when a Project Labor Agreement is established and made available to all signatory Employees pre-bid.

Section 3.

The Union agrees to participate in a Labor Management Committee with the Construction Industry Council to investigate and evaluate marketplace conditions, review a listing of new contractors bidding work within the

jurisdiction of Local 60, address Employer concerns with non-union competition and if necessary, develop a joint trade Special Agreement to compete for small work.

Section 4. Worker's Compensation – ADR Program

The Union agrees to adopt and be bound by the Presidents' Council of the Hudson Valley Workers Compensation Medical Care and Dispute Prevention and Resolution Program (Presidents' Council ADR Agreement and/or ADR Program). The contractor and/or sub-contractor can provide Worker's Compensation through the ADR Program so long as the contractor and/or sub-contractor adopt and execute the Presidents' Council ADR Agreement. The determination to utilize the Worker's Compensation ADR Program will be at the exclusive option of the contractor and/or sub-contractor.

Section 5.

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, it is agreed that the invalidation of such provision shall not in any way impair the validity of the other provisions of this Agreement.

Section 6.


This Agreement shall remain in full force and effect for the period of April 1, 2011 through March 31, 2014 and shall continue to remain in full force and effect from year to year thereafter, unless the Union notifies the Association or the Independent Employer, or the Association or any Independent Employer notifies the Union in writing of its intention to modify or terminate the said Agreement at least sixty (60) days prior to the date of any expiration period as herein provided.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

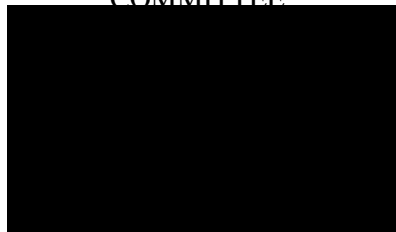
FOR THE UNION:

WESTCHESTER PUTNAM COUNTIES HEAVY AND HIGHWAY LABORERS' LOCAL NO. 60

By

 , *Business Manager*

COMMITTEE



FOR THE ASSOCIATION:

CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC.:

By

 *President*

By _____, *Business Manager*

The undersigned Employer has read and is fully familiar with all of the terms and conditions of this Agreement and agrees to adhere to and be bound by all of the terms hereof.

Name of Employer

Address of Employer	Number and Street
---------------------	-------------------

City	State	Zip Code
------	-------	----------

Phone Number	Fax Number
--------------	------------

Name of Principal Officer (Please Print)	Title
--	-------

Signature _____ Date _____

Tappan Zee Hudson River Crossing Project
Contract D214134

Agreement

BY AND BETWEEN

International Union of Operating Engineers

AFFILIATED WITH AFL-CIO

Local Union No. 825, 825-A, 825-B, 825-C, 825-D, 825-R, 825-RH

BRANCH OFFICE

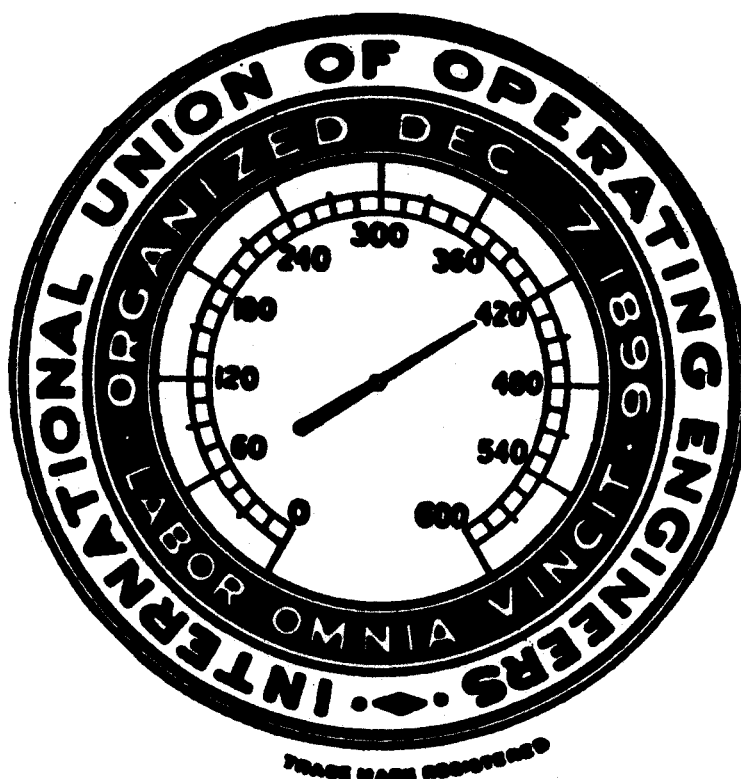
6 WESLEY COURT
MIDDLETOWN, NEW YORK 10941
AREA CODE 845
674-9020
FAX 1-845-674-9025

MAIN OFFICE

65 SPRINGFIELD AVENUE
SPRINGFIELD, N.J. 07081
(973) 921-1900
FAX (973) 921-2918

BRANCH OFFICE

5 ALLISON DRIVE
CHERRY HILL, NEW JERSEY 08003
AREA CODE 856
470-1480
FAX 1-856-470-1485



LOYER'S NAME

Jurisdiction

Entire State of New Jersey plus Delaware, Ulster, Sullivan,
Rockland and Orange Counties in New York State

INDEPENDENT 2011

Tappan Zee Hudson River Crossing Project
Contract D214134

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PART 1 - AGREEMENT
Appendix VI - Project Labor Agreement (Schedule A)
Final for Execution - November 21, 2012

Agreement

This AGREEMENT entered into by and between

hereinafter referred to as the "Employer," and the International Union of Operating Engineers, Local Union 825, 825A, 825B, 825C, 825D, 825R, & 825RH, hereinafter referred to as the "Union."

This Agreement shall bind all Subcontractors while working for an Employer at the job site who is a party to this Agreement. Any Employer who sublets any of his work must sublet the same, subject to all the terms and conditions of this Agreement.

The Employer agrees that he will not Subcontract any of his work at the job site, which is covered by the terms of this Collective Bargaining Agreement, to any Subcontractor, unless said Subcontractor agrees in writing to perform said work subject to all terms and conditions of this Agreement between the Employer and the Union, including an Agreement to submit work jurisdictional disputes for determination as provided below.

The parties hereto agree to make all assignments of work covered by this Collective Bargaining Agreement to the Employees covered hereunder.

All other assignments of work not specifically covered herein shall be made in accordance with Article IX, Section 1 (b) of the procedures set forth in the Green Book or any official publication of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

Where a jurisdictional work dispute arises, any party feeling aggrieved may file with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for a job decision, which decision shall be binding on all parties involved.

In the event the Employer does not comply with these provisions, it shall be considered a breach of this Collective Bargaining Agreement and the Union shall have the option to call for a work stoppage, when not prohibited by law.

The Employer recognizes the Union as the sole exclusive bargaining agent for all the Employees engaged in the operation of power equipment as herein specified, used in the construction, alteration and repair of buildings, structures, bridges, bridge approaches, viaducts, shafts, tunnels, subways, foundations, streets, highways, sewers, sewage disposal plants, filtering plants, incinerators, piers, docks, dams, dredging, port works, river and harbor improvements, pipelines, pipeline water crossings, temporary pipe fittings, sinking of wellpoints, all piping in connection with wellpoints, burning and welding, installing, repairing and maintaining of all equipment, fitting up, dismantling, repairing and maintaining and operating of machinery when done on the job, and such other work as by custom has been performed by workmen in the fields of construction outlined in Article I, under the supervision of the Lead Engineer or Foreman Engineer and line and grade work with topological field parties under the direction of a Party Chief.

A. Excluding warranty work on new equipment done by Manufacturers Equipment Shops under contract to this Local Union, under the supervision of the Lead Engineer.

This Agreement shall govern rates of pay, hours and working conditions on all phases of construction work indicated herein within the State of New Jersey. To the extent that the undersigned Employer is engaged in the performance of work of a type covered by this Agreement in the State of New York, it is agreed that the Employer shall abide by all the terms and conditions of the current agreement (Independent), which has been negotiated and established with this Local Union in Delaware, Ulster, Orange, Sullivan and Rockland Counties of New York.

ARTICLE I

A. HIGHWAY, ROAD, STREET AND SEWER CONSTRUCTION AND GRADING AND PAVING WORK (OTHER THAN BI-STATE PROJECTS)

Defined as all phases of work pertaining thereto, including overpasses, underpasses, bridges, except pile driving, bridge alterations, sewer and water pipelines, or any other pipeline work, oilstatic high voltage underground cable lines and transportation mainline pipelines, duct lines, street grading, drainage curb setting, sidewalks, grade separations, land improvement, site clearing, grading and paving, resurfacing and repaving (except bi-state pipelines, water crossing, bridges and tunnels). It is understood and agreed that any excavation, embankment, grading, paving and drainage around and adjacent to all bridge structures shall be included in this category.

B. HEAVY CONSTRUCTION WORK

Heavy Construction is defined as: construction and alteration of Oil Refineries, Power Plants (including wind, solar or wave power), Chemical Plants, Sewage Disposal Plants, Filtering Plants, Incinerators, Atomic Energy Plants, Missile Bases, all work performed under compressed air, airports, foundations, pile driving, piers, abutments, retaining walls, viaducts, water crossings pertaining to pipe line work, shafts, tunnels, subways, track elevations, elevated highways, resurfacing work on bi-state bridges and tunnels, reclamation projects, sanitation projects, aqueducts, irrigation projects, water power development, hydroelectric development, transmission lines, locks, dams, dikes, docks, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, harbors, off-shore terminals, power plants and other installations, excavation and disposal of earth, garbage and rock projects in connection with the above, and any other bridges and drainage structures including the assembly, operation and maintenance and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services.

C. BUILDING CONSTRUCTION WORK

Building Construction is defined as construction of building structures, including modifications thereof, or additions or repair thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of and excavation and foundations for building construction.

**D. OILOSTATIC CABLES AND TRANSPORTATION
MAINLINE PIPE LINES (INCLUDING TESTING)**

Oilostatic high voltage underground cables and transportation mainline pipe lines are defined as all phases of work pertaining to oilostatic high voltage underground cable lines and transportation mainline pipe lines, the construction, installations, treating, reconditioning, testing, taking-up, re-laying or relocation of cross-country pipe lines, or any segments thereof transporting coal, gas, oil, water, or other transportable materials, vapors or liquids including portions or such pipe lines within private property boundaries, up to the first metering station or connection, as well as gathering lines which connect directly from the wells to the mainline pipe lines and gathering lines to or from gasoline extraction and gas dehydration plants and water flood lines up to the first metering station or connection are likewise included.

The phrase, "first metering station or connection," means that point which divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems. **If a metering station or connection is located on a mainline transmission line, then the work covered by this Agreement includes the construction of all pipe lines up to the point at which lower pressure distribution systems take off from higher pressure lateral and branch lines.**

E. SEWER CONSTRUCTION WORK

Sewer Construction is defined as construction, repair and alteration of storm sewers, sanitary sewers, combined storm sewers, sanitary sewers, telephone, gas, electric, fiber optics, (excluding drainage systems and telephone, gas, and electric and fiber optic lines that are part of overall road, street and highway construction, or heavy construction or building work) and pump station. Outfalls are considered heavy construction work.

**F. TANK ERECTORS, DOCK BUILDERS AND STEEL
ERECTORS' AGREEMENTS (Where working with
Ironworkers, Boilermakers or Dockbuilders)**

It is mutually agreed that where work performed is covered by the Tank Erectors, Dock Builders and Steel Erectors' Agreements, the rates of the appropriate agreement will govern and apply.

Tank Erectors and Dock Builders will notify the Union five (5) work days prior to the start up of any job within the jurisdiction of this Local Union.

Where Employees covered hereunder are working with any other craft using or handling "iron" or "steel" materials or components used in construction, the rates of the Structural Steel Agreement shall apply. The work of unloading "iron" or "steel" to be used in construction shall be done by the Employees covered hereunder.

G. ALL PROJECTS UNDER \$20,000,000

In the employment of workmen covered by this Agreement, the following provisions shall govern:

1. The Employer shall have the exclusive right to determine the manning requirements of all equipment and the assignment of Employees, consistent with provisions of this Agreement.
2. Any machine subject to a second operator or maintenance man shall be the subject of a pre bid conference.
3. An Employee may be required to operate more than one (1)

Tappan Zee Hudson River Crossing Project
Contract D214134

piece of equipment during the same working day. Said Employee may be moved from one machine to another, as directed by the Employer, without limitation as to the number of such moves on one job. The Employee shall be paid for the day at the rate of the highest wage classification of the machines so operated, as herein specified.

4. Starting and stopping of compressors, pumps, generators, etc., shall be performed by an Operating Engineer Employee, so designated by the Employer.
5. The number of Field Operating Engineers to be hired for layout work for each job shall be determined jointly with the Employer and the Union. Where a laser beam is used instead of a batter board, no Field Engineers will be required. The Laser will be set up by an Operating Engineer working on the job.

**ARTICLE II
HIRING HALL PROCEDURE**

1. The Union shall establish and maintain an open employment list for the employment of workmen. Such list shall be established and maintained on a non-discriminatory basis, without regard to race, color, religion, sex or national origin, and shall not be based on, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation or union membership, policies or requirements.
2. Whenever desiring to employ workmen, the Employer shall call upon the Union for any workmen as the Employer may, from time to time need, and the Union shall refer such workmen from the open employment list. The Employer shall give the Union twenty-four (24) hours notice when requiring the services of a workman covered hereunder, said notice time to be exclusive of Saturday, Sunday and Holidays.
 - a) In notifying the Union of its need for workers, the Employer shall specify to the Union: (1) the number of workers required, (2) the location of the project, (3) the nature and type of construction involved, (4) the work to be performed, and (5) such other information as may be necessary to enable the Union to make proper referral of applicants.
 - b) When an Employer states requirements for special skills or abilities in his request for Employees, the Union shall refer the first applicant on the register possessing such skills and abilities.
3. The Employer shall retain the absolute and unconditional right to reject any workman referred by the Union not possessing the requisite work qualifications, or special skills and abilities, since the Union is not to be deemed to guarantee the same. However, in no case shall a referred workman be rejected without just cause. Any workman who is rejected by the Employer with just cause, shall be restored to his place on the list. The employer shall document the cause in writing.
4. All members and registrants on hiring hall list must personally register and be properly identified and photographed.
5. Recognizing that many older workers are restricted in the operation of heavy construction equipment by reason of technical advances and/or physical handicaps which do not, however, prevent them performing usefully and well, certain functions of the Operating Engineers' craft, and with a

ARTICLE II (continued)

view towards maintaining a source of employment for persons falling in this category, the hiring hall will maintain a "Limited Preferred Status List," from which dispatch will be made for maintenance and operation of welding machines, compressors, elevators, house cars, generators, pumps, temporary heating equipment, conveyors and tuggers.

In order to qualify for referral from this list, the following criteria must be met:

- (a) The member or registrant must voluntarily submit his name for inclusion on the list for a minimum period of six (6) months and during this time will not be eligible for referrals except as to equipment under the "Limited Preferred Status List".
 - (b) The member or registrant on the "Limited Preferred Status List" must be at least fifty-five (55) years of age and have had twenty years of experience in the industry as evidenced by his continuing availability on the Hiring Hall list, or in lieu thereof.
 - (c) A person on the "Limited Preferred Status List" must have a bonafide physical handicap with proof thereof being submitted to the satisfaction of the Executive Board of Local Union 825, which handicap would unduly restrict his capacity to operate equipment other than that on the "Limited Preferred Status List".
 - (d) In view of the restriction on employment of those on the "Limited Preferred Status List" to the equipment specified herein, contractors may not request an Employee by name on this list.
 - (e) In the event that the "Limited Preferred Status List" is exhausted and no one is available therefrom for employment, a registrant or member from the general hiring hall list may be referred to a job normally filled by a person from the "Limited Preferred Status List"
6. When a man is referred from the hiring hall for employment, he shall continue to retain his position at the top of the hiring hall list, until he has completed one hundred twenty (120) hours of employment, after which time his name shall be re-registered in proper position as of the date of notification to the hiring hall of his availability.
 7. In order that the hiring hall list may correctly reflect the availability of registrants, each member must review his registered skills once per year with a hiring hall dispatcher.
 8. Registration cards will contain information as to the equipment that the registrant can operate and his experience in such operation. If a workman has two (2) or more documented discharges by employers alleging an inability to operate the equipment, the equipment in question will be removed from his hiring hall card, and he will not be dispatched on that equipment. If the registrant wishes to appeal the removal of the equipment from his card, he may request an opportunity to demonstrate his ability to the Local Union Examining Committee, at the Training Site.
 9. The dispatcher in making referrals from the hiring hall, based in part on an Employer's request to reemploy a man who is available and who has had "previous employment," shall not consider employment as "previous", unless it was within the preceding one year from the date of request or two years if the workman has a total of 1000 hours or more with the requesting employer in the two years prior to the date of request.
 10. Unless otherwise provided by the Collective Bargaining

Agreement with the Local Union, no person dispatched from the hiring hall will operate any machine or equipment other than those to which he was originally assigned to on referral, without approval of the hiring hall.

11. When the machine or equipment to which a man was referred is moved to a different job or shut down, the operator must notify the hiring hall.
12. No person selected for referral from the hiring hall will be allowed to refuse a job without just cause. Three instances of a refusal without just cause and/or no response to the hiring hall shall remove the workman from the hiring hall list. He may thereafter register again being added to the bottom of the list. No response is defined as not returning the phone call of the dispatcher within twenty-four (24) hours exclusive of Saturday, Sunday or Holiday.
13. It shall be privilege of members and registrants to place their names on any one, or all, of the hiring hall lists maintained at the various Union offices throughout the jurisdiction of Local 825.
14. Upon request of a member or registrant, the hiring hall dispatcher shall inform him of his present position on the hiring hall referral list. If the member or registrant believes that his placement on the list is improper and discriminates against him with reference to a possible job referral, he shall have the right to review his position on the list. If the member or registrant continues to believe his placement on the list was improper or discriminatory he may file a claim pursuant to Section 15, of these rules.
15. Any member or registrant on the employment list who makes written claim that he has been discriminated against in violation of his rights under the Labor Management Relations Act of 1947, as amended, by exclusion from a job referral, shall have the right to an immediate appeal to a Joint Board consisting of two (2) members of the Union and two (2) representatives of the Employer, who shall be respectively designated upon the signing of the Collective Bargaining Agreement. Voting by members of the Joint Board shall be on a unit basis. In case the Joint Board fails to reach a unanimous decision, the claim shall be submitted expeditiously to an impartial umpire, to be agreed upon by the Joint Board, herein created, whose decision shall be binding and conclusive.
16. The cost and expense of establishing and maintaining the open list and of referrals therefrom, shall be borne by all of the registrants thereon. In the case of registrants, who are not members of the Union, their share of such costs and expenses shall not exceed the sum equal to the pro-rata share of the cost and expenses of operating the employment list and the referrals therefrom, which is being borne by the members of the Union from the payment of Union dues. After seven (7) days from the date of this Agreement or of the date of registry on the list, whichever is later, registrants shall incur the obligation of making quarterly payments of their share of such cost and expenses. Failure of a registrant to make payment of such cost and expenses shall constitute grounds for removal from such list and shall nullify any prior referral therefrom.

All references in the foregoing Hiring Hall Rules, to the masculine gender, shall be deemed to include the feminine gender.

ARTICLE III UNION SECURITY

All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union. All employees who are not members of the Union, and all employees who are hired thereafter, shall become and remain members of the Union as a condition of employment not later than the eighth (8th) day following the beginning of their employment, or the effective date of this Agreement, whichever is the later. The Contractor shall not retain in employment any person unless he is or becomes a member of the Union and, upon notification by the Union as set forth herein that any such employee is not a member in good standing, shall discharge such employee. Upon written notice by the Union given by certified mail return receipt requested that any employee has failed to become or remain a member in good standing, the Contractor shall suspend such employee for a twenty-four hour period to afford the employee the opportunity to obtain or regain good standing, failing with said employee will be discharged forthwith. In the event of any change in the law during the term of this Agreement, the Contractor agrees that the Union will be entitled to receive the maximum union security which may be lawfully permissible. Neither the Union nor the employee shall hold the Contractor liable for complying with the Union's request in this matter.

ARTICLE IV CONDITIONS OF EMPLOYMENT OF REGISTERED INDENTURED APPRENTICES

1. A Registered Indentured Heavy Equipment Operator Apprentice may be employed on any job that has a minimum of 10 pieces of grading, paving or excavating equipment or five (5) Operating Engineers on the job operating the same types of equipment and having additional pieces of similar type available for the Apprentices to be assigned to. An employer who does not have five operating engineers on one project yet employs fifteen (15) or more operating engineers on all company projects covered by this agreement shall have at least one apprentice in his employ, if available.

A Registered Indentured Heavy Duty Machine Apprentice may be employed on any job that has a Journeyman Mechanic.

A Registered Indentured Field Engineer Apprentice may be employed on any job that has a Survey Crew.

However, the Employer may request a Registered Indentured Apprentice, even though he does not meet these job requirements, provided that the Joint Apprenticeship Training Committee is satisfied with that proper training is available for the Registered Indentured Apprentice on the job site.

2. It will be the option of the contractor to select on the job equipment within the categories of the Registered Apprentice so as not to interfere with job continuity.

3. All on-the-job training will be the responsibility of the designated Journeyman Engineer. A written progress report will be submitted at the end of each work week. This report will be signed by the Registered Apprentice, Contractor Representative and designated Journeyman Engineer responsible for the on-the-job training. In addition a representative of the Joint Apprenticeship Training Committee will make an on-the-job inspection and interview once a month. A report on the progress will be submitted to both the

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Contractor and Joint Apprenticeship Committee.

4. The placement of the Registered Indentured Apprentice will be accomplished by a joint effort of Local 825, J.A.T.C. and the job contractor.

5. The Registered Indentured Apprentice shall be subject to all terms and conditions of this collective bargaining Agreement.

A Registered Indentured Heavy Equipment Operator Apprentice wage rate will be as follows:

1st year - 60% of the Journeyman's wage for the piece of equipment he is operating

2nd year - 70% of the Journeyman's wage for the piece of equipment he is operating

3rd year - 80% of the Journeyman's wage for the piece of equipment he is operating

4th year - 90% of the Journeyman's wage for the piece of equipment he is operating

A Registered Indentured Heavy Duty Mechanic Apprentice wage rate will be as follows:

1st year - 60% of the Journeyman Mechanic's wage.

2nd year - 70% of the Journeyman Mechanic's wage.

3rd year - 80% of the Journeyman Mechanic's wage.

4th year - 90% of the Journeyman Mechanic's wage.

A Registered Indentured Field Engineer Apprentice wage rate shall be as follows:

1st year - 60% of the Rod/Chairman's wage.

2nd year - 70% of the Rod/Chairman's wage.

3rd year - 80% of the Rod/Chairman's wage.

4th year - 90% of the Rod/Chairman's wage.

All fringe benefit contributions shall be made as set forth in this Collective Bargaining Agreement.

ARTICLE V HOURS OF WORK, WAGES AND WORKING CONDITIONS THERETO

1. **WORKING HOURS:** On all work except Highway, Road, Street and Sewer construction, a mutually agreed starting time between 6:00 AM and 8:00 AM. An unpaid half hour lunch shall commence within five (5) hours of start time. Starting time may change at the beginning of any week. All time worked prior to the starting time, after regular quitting time or during noon mealtime, shall be paid for at the overtime rate applicable.

(a) On Highway, Road, Street and Sewer construction, the Employer and the Union by mutual agreement shall designate the starting time for Employees hereunder, at which time pay shall commence from such designated starting time.

(b) On all types of construction, for the convenience of the Employees and the Employer, the regularly designated starting time may be changed by mutual agreement with the Union Business Manager and the eight hour day shall commence at that time.

2. **STRAIGHT TIME:** Eight hours per day, forty hours per week: Monday to Friday inclusive, shall prevail except at start and finish of job when said Employees shall be paid on unit basis of an eight hour day unless otherwise specified herein.

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ARTICLE V (continued)

3. WAGES: Wages shall be paid in currency weekly on the job where men are employed on or before quitting time of Friday afternoon. If discharged for any reason during the week, the men shall be paid at once and are entitled to full wages until paid. Where proper arrangements cannot be made to pay in currency, Employees may be paid by check subject to the approval of the Union.

When Employees are discharged or laid off, they shall be allowed one-half hour's time to gather tools and other personal belongings and shall be paid in full all wages due them at the time of discharge, one-half hour before discharge. If Employees are required to work up to regular quitting time, they shall be paid one-half hour overtime at the overtime rate. If agreed upon by the union, the employer may overnight checks to employees affected by a lay off.

JOB CLASSIFICATIONS AND RATES OF WAGES (Listed under Appendix A)

It is agreed that the rates of wages for all Employees covered by this Agreement are listed in the following schedules.

It is understood that the classifications listed in Appendix A, located after the signature page, are not all inclusive and ALL AND SIMILAR TYPES of equipment are included herein at applicable rates of pay by reference hereto in all types of construction.

Guaranteed forty (40) hour week. Eight hours per day, Monday to Friday inclusive, shall prevail except at start and finish of job when said Employees shall be paid on unit basis of an eight hour day unless otherwise specified.

The Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly wage.

The job classifications listed in Appendix A includes the Hourly Rate and the Weekly Rate are effective **July 1, 2011**.

4. OVERTIME: Time and one-half (1½) shall apply to hours worked after eight (8) hours per day and all hours worked on Saturday.

Except as follows:

- (a) working with other trades or local unions who receive a higher rate of overtime, the Local 825 Employee will also receive the higher overtime rate.
- (b) Time and one-half (1½) rate shall apply for all hours of overtime worked on water crossings pertaining to all bi-state pipeline work, bi-state tunnel and bi-state bridge construction, alteration or resurfacing work on bi-state projects.

All overtime will be paid at the time and one half (1 ½) rate Monday through Saturday. Double time (2) shall be paid for all work performed on Sundays and Holidays.

Where Saturdays, Sundays, or Holidays (or days celebrated as such) are worked, the Employees covered by this Agreement shall be paid on a unit basis of an eight (8) hour day at the specified overtime rate.

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5. HOLIDAYS: Recognized Holidays are: New Year's Day, Washington's Birthday (observed), Memorial Day, Independence Day, Labor Day, Veteran's Day (when all trades on a particular jobsite agree, the day after Thanksgiving may be substituted for Veteran's Day), Thanksgiving Day, Christmas Day, or days celebrated as such. Holidays falling on Saturday will be recognized as paid holidays. When a Holiday falls on a Saturday, the Employer has the option to either, work Friday and pay Saturday as the holiday, or not work Friday and pay for the day in lieu of the Holiday. Holidays falling on Sunday will be celebrated on Monday.

To be eligible for Holiday Pay, an Employee must work three (3) days of the preceding five (5) working days before the Holiday or the working day before the Holiday and the working day after the Holiday.

When an Employee is working (4) ten (10) hour shifts, and if the Holiday falls during the shift and is not worked, the employee will be paid ten (10) hours.

6. SHIFT WORK: First shift eight (8) hours pay for eight (8) hours work at straight time; second shift eight (8) hours pay for seven and one half (7½) hours work at straight time plus ten percent (10%); third shift, eight (8) hours pay for seven (7) hours work at straight time plus fifteen percent (15%). Shift work, when performed, must continue for a period of not less than five (5) consecutive work days (Monday through Friday) or a forty (40) hour week. If the shift work does not last five (5) days, the specified overtime rate shall be paid. All other time worked except Monday to Friday will be paid at the specified overtime rate.

Where there are only two shifts the first and second shifts shall be eight (8) hours work at eight (8) hours pay for each shift. In addition there is an unpaid ½ hour lunch period. The second shift shall be straight time plus 10%.

A flexible starting time between 6:00 AM and 8:00 AM and the "Irregular" Shift Clause will apply to Highway, Road, Street and Sewer projects. An "Irregular" Shift would start from 5:00 PM to 12:00 AM. The first eight (8) hours shall be at straight time rate, plus fifteen percent (15%), Monday through Friday. When working with other trades or local unions who receive a higher irregular shift differential, the Local 825 Employee will also receive the higher shift differential.

An Irregular Shift can be worked when at a Pre-Job Conference the Union and the Contractor agree to comply with the Contract documents that specify particular hours to be worked because of traffic control from Monday through Friday or on any two (2) consecutive of the five (5) regular work days when owner mandated.

For construction project contracts where an owner mandates that construction work shifts are to have a starting time between 8:00 PM and midnight, provided there are consecutive hours of work within the shift, the Employer shall be obligated to pay shift differential, not premium rate, for those shift hours worked Sunday 8:00 PM to midnight.

When the Department of Labor does not include these shift premiums in the prevailing wage rate schedule, in the event of non-union or vertical competition, the shift work premium may be waived.

Where the bid documents and/or contract require the Employer to work restricted hours or for any other mutually agreed reason an Employer may work four (4) ten (10) hour days at the straight time rate during a week. In the event of rain

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ARTICLE V (continued)

when the employees are not allowed to start, ten (10) hours at the straight time will be paid for the day. If Friday is worked, time and one-half (1 ½) will be paid for all hours.

Shift work shall not be applied to any bi-state pipeline work or any bi-state bridge or tunnel construction, alteration, repair or resurfacing work on bi-state projects.

- (a) In the event that an emergency arises on the job, such as pumping, etc., where services of engineers are required, all time prior to 8:00 AM and after 4:30 PM, shall be paid at the time and one-half rate.

7. TEMPORARY HEATING PLANTS/UNITS; WELL-POINT SYSTEMS OR PUMPS: Where temporary heating plant/unit (including propane, natural gas, or flow type units), wellpoints or pumps are working four (4) shifts of six (6) hours each, seven (7) days per week, straight time will be paid for work Monday through Friday; time and one-half (1 ½) for Saturday work, and double time for Sunday and Holiday work.

The Lead Engineer or Mechanic will cover the Electric Pumps on a Day Shift. If there is no Lead Engineer or Mechanic, and Operating Engineer will man the Electric Pumps.

8. CALL OUT PAY: Any Employee ordered out of work by the Employer who is not permitted to work shall be paid eight (8) straight time hours Monday through Friday. Any Employee ordered out of work by the Employer on a Saturday, and is sent home shall be paid four (4) straight time hours but if that Employee is not permitted to work and is required by the Employer to remain on the job past the starting time, that Employee shall receive eight (8) hours pay at the prevailing overtime rate. Any Employee ordered out to work by the Employer on a Sunday and is sent home shall be paid eight (8) straight time hours but if that Employee is not permitted to work and is required to remain on the job past the starting time, that Employee shall receive eight (8) hours pay at the prevailing overtime rate. Any Employee ordered out to work by the Employer on a Holiday shall receive eight (8) hours pay plus Holiday pay [eight (8) hours].

9. TEMPORARY LAYOFF: Employees temporarily laid off and reemployed within three (3) days, on the same job, on the same unit of equipment, shall be paid for the day or days preceding their re-employment. The unit of equipment operated by said Employee shall not be utilized (by any operator), on the same job during the intervening three (3) day period. Since temporary layoff applies only to the job where the Employee had been employed, any re-employment on a new or different job or unit of equipment, whether within the same three (3) day period or not, would not come under the temporary layoff clause.

There shall be no temporary lay-off provisions from January 1-March 31, if an employer shuts down a project due to weather related conditions, provided that all engineers are offered employment on the same jobs. This provision extends through April for paving operations.

There will be no temporary lay-off provisions for all projects under \$1,500,000. Temporary lay-off provisions may be waived by mutual agreement. Temporary layoff provisions will not apply to Back Dump Operators.

10. MIXERS AND HOISTS INCLUDING FORK LIFTS AND ECONOMOBILE: Eight hours per day, forty hours per week: Monday through Friday inclusive, shall prevail except at start and finish of job when said Employees shall be paid on unit basis of an eight hour day unless otherwise specified herein.

11. SNOW REMOVAL: Shall be considered emergency work and be paid for at the straight time rate for the first eight (8) hours and time and one-half (1 ½) after the first eight (8) hours, except Saturday, Sunday and Holidays to be premium time as per contract, Employees covered by this paragraph are guaranteed 8 hours pay minimum.

12. STEAM TIME: It is understood and agreed that Engineers, Apprentice Engineers or Firemen getting up steam before regular steam time, shall receive one hours' pay at time and one-half rate.

13. STACKING OF FLOORS OR SCAFFOLDS: Engineers will not be allowed to stack scaffolds or floors with brick or other materials in quantities beyond that required for an 8 hour period, or in quantities that may lead to the laying off of an Engineer. Stacking work may start 10 minutes before the regular starting time and end 10 minutes before the regular quitting time. All other times required by these limitations shall be paid under the overtime basis applicable.

14. DAVIS-BACON ACT and area practice provisions must be complied with, including manning provisions (i.e., Maintenance Apprentices must be employed on all machines required by the Agreement).

15. DEWATERING SYSTEM: For the purpose of this Article, a Dewatering System is defined as a combination of one or more pumps of any type, size or motive power including but not limited to wellpoint, pumps, submersible pumps, well pumps, ejector or educator pumps in combination with wells, wellpoints, sumps, piping and/or other appurtenances, power by diesel, electric gasoline, gas or any other type of motive power to control water on any and all types of construction work.

A Dewatering System shall be operated by Employees hereunder at all times that the Dewatering System is being operated. Where more than one header is used with additional pumping facilities then a 2nd Engineer will be added to service this equipment.

ARTICLE VI

A. MANNING REQUIREMENTS ON OPERATIONS COVERED IN THIS AGREEMENT

1. MIXERS:

- (a) Where two small mixers of less than ½ cu. yd. capacity without loading device attached are operated on a job on any one day, a Maintenance Engineer will be required to service and maintain all said mixers.
- (b) Where a mixer of less than ½ cu. yd. capacity, without loading device attached thereto, and one or two small

ARTICLE VI (continued)

pumps are used on a job in any one day, the services of a Maintenance Engineer will be required to service and maintain them.

- (c) An Engineer must be employed on each mixer having a capacity of ½ cu. yd. or more whether equipped with a loader device or not.
- (d) When a mixer of less than ½ cu. yd. capacity operates in conjunction with a Hoist, or any type of Hoisting Equipment, including, Economobiles, Lulls, Hysters and Fork Lifts, add \$10.00 per week for any part thereof.

2. MANNING REQUIREMENTS: An Assistant Engineer/Oiler or Maintenance Engineer shall be employed on all power cranes, Gantry cranes, shovels, Koehring "Scoop" (combination loader-shovel), locomotives, paving mixers, derricks, truck cranes, draglines, elevator graders, tree chopper with boom, truck mounted pavement breaker, down the hole drills, rotary drills, self-propelled hydraulic drills, self-powered drills, concrete pumping, pumpcrete and squeezeconcrete systems, large trenching machines, transfer or staging pumps and on any other machine where the services of said Assistant Engineer/Oiler or Maintenance Engineer are necessary; including carrying of gas. Assistant Engineer/Oiler will not be required on any hydraulic backhoe, remote controlled gradalls, remote control post pounder and on all cranes one hundred (100) tons and under according to Manufacturer's rating. All moves to be made by an Operating Engineer.

Large Locomotives shall require a Maintenance Engineer in addition to an Operating Engineer.

Where a gas or diesel drive crane with a steam boiler, gasoline or diesel driven compressor attached thereto furnishes power for any work other than the driving of piles, then an Assistant Engineer/Oiler shall be employed in addition to two Engineers.

- (a) **WORK RULES:** Moves may be made on all loaders, dozers, graders, rollers, pavers, combination hoes and other miscellaneous equipment. The Operator will receive the highest wage rate classification of the machine so operated for the day.
- (b) The Employer shall assign work on the basis of traditional work jurisdiction lines. It is however, recognized that on some jobs effective production will require the use of composite crews. When such circumstances exist and the other basic trade unions have agreed, by mutual agreement the employer shall decide the work involved and the make-up of the crews on the basis of the amount of work involved for each union for the performance of such work, all employees will perform the work they are assigned.
- (c) **SAFETY:** The undersigned collectively agrees that safety is a major commitment on all job sites. The employer is committed to fully integrating health and safety in all work. The Employer affirms that no priorities shall be higher than health and safety and that its global health and safety policy requires the participation and involvement of everyone at all levels in the organization; and its objective is "zero tolerance" of accidents.

The Union agrees that its members will adhere to employer safety policies, programs and the Project Health and Safety Plan as applicable. The Union further agrees that its employees will operate machinery in a safe, alert and attentive manner.

3. BARGE EQUIPMENT: Manning requirements shall be based on manning practices on land for classifications of equipment included herein and manned by Employees covered hereunder on new construction.

- (a) Two (2) Engineers shall be employed to man a crawler or stiff leg derrick or whirley and any other equipment on the barge.

4. CONCRETE PLANTS: Operation, repair, maintenance and manning requirements of concrete plants will be established at a pre-job conference.

5. TWO CONCRETE TOWERS or TWO BRICK HOISTS shall not be operated from one Hoisting engine. An engineer shall not be shifted from one Hoisting engine to another.

When two Concrete Towers or Brick Hoists are being operated a Maintenance Engineer shall be required.

6. HELICOPTERS used on construction work as defined in Article I will require a Pilot Engineer, Co-Pilot and Communications Engineer.

7. LA TOURNEAU TANDEM (THREE [3] SECTION) SCRAPERS- and all similar type machines require two (2) Operating Engineers plus one (1) Maintenance Engineer.

8. MULTIPLE WELDING SYSTEM (Rectifier Transformer Type): One Engineer shall man rectifier having up to 100' leads (inclusive) and one additional Engineer for each additional 100' leads or fraction thereof.

9. PILE DRIVERS

- 1) On conventional Pile Drivers, an Engineer and Oiler will be required.
- 2) With a compressor, generator, vibratory hammer, or diesel powered hammer attached to the machine or on the ground shall require two (2) Engineers at the A rate.

10. POWER PLANTS: Where the Employer obtains power from a permanent or temporary unit, i.e., steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools, or for the purposes of furnishing temporary heat for heating material or to buildings under course of construction or used in the construction of new buildings, additions, alterations or repairs thereto; Employees covered hereunder shall man and operate such permanent or temporary unit from which source of power is supplied. In the event that the Employer is unable to arrange this, Engineers shall man all valves or other outlets of such source of power as is used by the Employer and shall be paid the rate of wages applicable to the classification of work in which he is employed.

11. ROAD GRADER-SPREADER-PAVER AUTOMATED COMBINATION EQUIPMENT (CMI and similar types): Each machine shall be operated by an Engineer and two (2) Maintenance Engineers shall be employed to service equipment train.

12. ON TEMPORARY HEAT (including propane, natural gas

ARTICLE VI (continued)

or flow type heaters) wellpoint systems or pumps the services of Employees covered by this Agreement will be required.

13. ALL TEMPORARY PIPE FITTING on Heavy Construction work and repairing and maintenance of equipment covered herein shall be done by a Maintenance Engineer under the guidance of the Lead Engineer.

14. TOWER TYPE AND CANTILEVER TYPE MACHINES: Two (2) Operating Engineers shall be employed on all tower type and cantilever type machines and on all similar machines, on all projects.

15. CRANES 150 TONS AND OVER (Manufacturer specifications with basic boom) shall require two (2) Operating Engineers and their rates shall be determined by the boom length.

16. ON ALL MACHINES including Pile Drivers with booms of 100 feet and over (including jib or leads) two (2) engineers shall be employed at the regular rate of wages or one (1) Engineer and one (1) Assistant Engineer/Oiler shall be employed; this option to be left to the Business Manager. Said Engineers shall receive regular hourly rate plus:

\$1.00 per hour on rigs with 100 foot boom (including jib) up to 139 feet.

\$2.00 per hour on rigs with 140 foot boom (including jib) and over

On all hoists where "Cat Head" or "Sheave Point" is 100 feet or over above ground level, the same differential pay and manning provisions shall apply as applicable to Booms 100 feet and over.

17. ALL UNLOADING OF CONSTRUCTION MATERIAL on the job site, using equipment designated herein, is to be performed by Employees covered hereunder.

18. BRIDGE REHABILITATION PROJECTS AND ROAD AND GENERAL CONSTRUCTION UNDER \$20,000,000.

On bridge rehabilitation projects twenty million dollars (\$20 million) or less, a Maintenance Man will be the first Operating Engineer employed. The Maintenance Man may cover compressors, welders, pumps, and work as a Mechanic or operate one of the following pieces of equipment: concrete breaker, roller or dozer.

On Road and General construction projects of two-and-one-half million dollars (\$2.5 million) or less, manning is to be determined at Pre-Bid Conference.

19. MECHANIC: If a party to this Agreement hires an Operating Engineer to work as a Mechanic and requires that the Mechanic provide his own truck, tools and welding machine, the rate for said truck, tools and welding machine shall be subjected to a pre-job conference between the Business Manager and/or his designee and the Contractor and/or his designee. If a party to this Agreement hires an Operating Engineer to work as a Mechanic and supplies said Mechanic with a truck, tools and welding machine the terms of this Agreement will apply.

20. ELEVATORS AND HOISTS: An Engineer shall be employed on all elevators and hoists (freight or passenger, permanent or temporary) or any other hoisting machine regardless of motor power during erection, operation and dismantling where used for hoisting building material, also furniture or office equipment or tools and equipment or tools and equipment for any other craft.

B. RENTAL OF EQUIPMENT

When a contractor rents a piece of equipment covered by this Agreement, he shall notify the Union Hiring Hall of the fact of such rental and shall furnish the name or names of the persons on the Union Referral List who are operating said equipment. Said members of the operating crew, and the lessee, shall be governed by the terms and conditions of this Agreement. If the lessee fails to pay or report contributions into the Benefit Funds or does not have a collective Bargaining Agreement with Local 825, then the lessor of the equipment shall be responsible for making such payments and reports to the Benefit funds on the Wages covered hereunder. The lessee shall not thereafter rent out the services of the operating crew to any other party.

C. LEAD ENGINEERS, FOREMAN ENGINEER OR SAFETY ENGINEER:

It is further agreed that where there are five (5) or more Operating Engineers excluding Oiler and back dump operators covered by this Agreement employed upon any one (1) job or by any one (1) Contractor, a Lead Engineer, Foreman Engineer or Safety Engineer shall be employed. Where five (5) or more Operating Engineers work for different Contractors, the General Contractor or key Prime Contractor shall be responsible for employment and wages for said Lead Engineer, Foreman Engineer or Safety Engineer.

When there is no General Contractor or where all Contractors on a project or job site are Prime Contractors and a minimum of five (5) Operating Engineers excluding Oiler and back dump operators covered hereunder are employed on said project or job site (including all shifts-but excluding temporary heat, wellpoints, pump coverage) then all Contractors employing one (1) or more Operating Engineers on said project are equally responsible for the employment and wages of said Lead Engineer, Foreman Engineer or Safety Engineer. They shall pay a pro rata share of his wages based on the number of such Operating Engineers covered hereunder employed by them.

He shall be responsible for the performance of all duties of Engineers, Apprentice Engineers, Repair Mechanics, Assistant Engineer/Oilers, Maintenance Engineers, Field Engineers and other Employees under his jurisdiction under the direction of the Employer.

He will be allowed to operate Equipment, only in the temporary absence of the regular Engineer. He shall have complete supervision over all repairs made on all machines and other automotive equipment used, when such repairs are done on the job.

Lead Engineer is to check all subcontractors including crane hirees or lessees to ensure that contributions are being paid into the various Benefit Funds. In the absence of the Lead Engineer the Steward shall perform this function.

Oilstatic cables and transportation mainline pipe lines shall have a Lead Engineer for every five (5) miles of pipe line. The

ARTICLE VI (continued)

Lead Engineer and Shop Steward shall be the first Employees on the job.

Where a job is of sufficient size to require eventually five (5) or more Employees excluding Oiler and back dump operators covered hereunder, the Union may dispatch to the job a Lead Engineer. He shall continue to operate equipment and shall receive the wage rate provided for herein for a Lead Engineer.

As soon as five (5) or more Employees excluding Oiler and back dump operators covered by this Agreement are employed on the job, the Lead Engineer shall no longer operate equipment on a full time basis unless mutually agreed by the parties.

When a Lead Engineer is employed on a job and the job works overtime, Saturday, Sunday or Holidays, the Lead Engineer is called in regardless of the number of men working covered by this Agreement, exclusive of pumping and emergency work.

The rate of pay for the Lead Engineer shall be no less than \$.50 above the highest Operating Engineer's rate on the job with a minimum rate as listed under Appendix A, Classifications and Rates of Wages.

Lead Engineer will be supplied with a Company vehicle to perform his official duties.

D. STEWARD:

The Employers recognize the right of the Union to designate Stewards. The Steward shall be a working Steward who shall be given time to perform his duties which include the following:

- (a) Examination of dues books of all Employees to determine their good standing
- (b) Reporting violations and/or grievances to the Business Agent
- (c) The Steward shall not be discriminated against for enforcing the terms of this Agreement or the rights of any Employee.
- (d) The Employer shall make available to the Steward a weekly report of the number of hours worked by each Employee covered hereunder and the wages paid to each of the Employees covered under this Agreement.

E. FIELD ENGINEERS:

(a) **PARTY:** a party may consist of up to three (3) men, Party Chief, Instrument man and Rod/Chainman; however with a GPS or similar types the Employer as a matter of custom and practice has utilized one (1) man Party Chief; two (2) men (Party Chief and Transitman or Rodman) as a party, then such practice shall continue.

It is understood that the need for additional employees shall be made by mutual agreement between the Union and the Employer.

(b) **CHIEF OF PARTY:** A Chief of Party is directly responsible for the layout from the taking of information from supplied specifications and plans to the actual direction and actual performance of layout. He shall be able to read plans and specifications, draw any additional sketches required for the performance or layout, develop and maintain survey records, do the necessary computations, keep control of layout on the job and to perform and direct the operations of instrument men and rodmen, and perform such other duties as may be assigned to him consistent with his duties.

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(c) **INSTRUMENT MAN:** An Instrument or transit man under direction performs layout. He shall be able to set up, operate and make minor adjustments to surveying instruments, read plans and sketches and keep surveying records. He shall be able to either direct the work of a Rodman in performing layout or shall be able to perform the duties of a Rodman.

(d) **RODMAN/CHAINMAN:** A Rodman/Chainman is one who generally assists the Chief of Party or Instrument Man and is sometimes known as a Chainman. He shall be able to operate surveying rods, be able to chain and generally assist in doing layout.

(e) This Agreement shall apply to qualified Employees customarily and regularly engaged in Field Layout work only; excluding Executives, Administrative Office Personnel, Licensed Professional Engineers and Licensed Land Surveyors, including Engineer Trainees who are employed directly by the Employer for the sole purpose of training for a future with the company and who shall in no way infringe on the work of the Field Party, or replace an Employee-covered hereunder. Further, this Agreement shall not apply to any Field Layout Work beyond the direct control of the Employer except as this Agreement is binding on all subcontractors working for this Employer.

Employees covered by this Agreement shall work with and cooperate fully with the above mentioned persons excluded from coverage under this Agreement.

(f) Following are the tools pertaining to the trade of Field Engineer which shall be manned by the Employees listed hereunder:

- | | |
|-----------------|----------------------------|
| 1. Laser Beam | 6. Philadelphia Rod |
| 2. Computer | 7. Rod Level |
| 3. Theodolite | 8. Instrument Level |
| 4. Electro Tape | 9. GPS |
| 5. Transit | 10. Laser Scanning/Mapping |

(g) The Party Chief shall be the first man from the party on the job.

(h) If one or more crafts are employed on the construction site, the employer agrees that all work performed under the terms of this Agreement shall be exclusively assigned to the Employees hereunder, and furthermore, the Employer shall give consideration to the necessity of employing one or more field parties to maintain a work lead, providing in his judgment a need is established for said work.

(i) All records, or copies thereof, such as field books, plans, sketches, computations, calculations, diaries and records of any nature whatsoever compiled by, or in the possession of, any Employee covered hereunder shall be the sole and exclusive property of the Employer and on demand shall be delivered forthwith to the Employer or his Agent.

(j) An additional \$.75 per hour will be paid for all tunnel work under compressed air, and \$.50 per hour for hydrographic work.

Definition of hydrographic work as follows:

"Line and grade work performed while one or more members of the field party crew is physically located in a vehicle float on a bay, harbor, lake, river or similar body of water, and line and grade work performed while one or more members of the field party crew is suspended from a structure over a bay, harbor, lake, river or similar body of water with only the member or members on or over the water receiving an additional \$.50 per hour."

F. MISCELLANEOUS

1. **PRE-BID CONFERENCE:** All jobs are subject to a Pre-Bid Conference at the option of the Business Manager or his Business Agents, such Pre-Bid Conference to be held at a time and place mutually agreeable to the parties before the date of the bid.

2. **SAFETY:** All provisions of the Engineers License Law and Construction Safety Act of the State of New Jersey and Federal Occupational Safety and Health Act apply to Employer and Employees. (Where working in New York counties applicable laws shall govern)

- (a) The Lead Engineer and Shop Steward shall constitute a Safety Committee with authority to check all equipment and safety features on job site.
- (b) Employees while on the job shall be protected from either falling material, acid fumes, or anything detrimental to life or health. A first aid kit shall be provided and kept available for use at all times on the job. Employees while on the job shall be protected from inclement weather.
- (c) Employees shall not be required to operate unsafe or defective operating equipment.
- (d) The Operator, or crew, where applicable, shall be allowed sufficient time at the start of the day to inspect their equipment and its operation to ensure its safety.
- (e) When required, the Employer shall supply all necessary safety or personal protection equipment, which shall remain the property of the Employer.

3. **VISITATION RIGHTS:** Business Agents or Representatives of the Union shall have access to the work at all times during working hours.

- (a) It is agreed and understood that the Employer will allow designated Union representatives reasonable time off without loss of pay for the performance of their official duties.

4. **VEHICLES:** When an Employee or Employees covered hereunder require a vehicle for the performance of their duties the Employer will assign a vehicle to such individual or individuals or he shall compensate them adequately for the use of their personal vehicle when used for the performance of their duties.

- (a) On oilstatic mainlines and transportation pipe lines, Employees will be provided transportation from the warehouse to the job site and return

5. WORK RULES:

- (a) When men report to work, it is understood that they are to remain on the job until released for the day by the Employer or his representative.
- (b) It is understood that at no time will there be any work stoppage by men for so-called coffee time.
- (c) If an Engineer, Apprentice Engineer, Assistant Engineer/Oiler, Field Engineers or Maintenance Engineers are employed and are found incompetent, his services may be dispensed with and he shall be paid for actual time worked.
- (d) It is expressly agreed and understood that Engineers, Apprentice Engineers and Maintenance Engineers are not to report for work on any Saturday, Sunday or Holiday (or days celebrated as such) without the

Employer first notifying the Union through its officers or business representatives, and obtaining its consent.

- (e) Suitable sanitation facilities and suitable quarters shall be provided to change clothes and store personal tools. The change house shall be heated in the winter for the purpose of drying clothes, etc.

ARTICLE VII

WORK AT HAZARDOUS WASTE SITES

All Toxic/Hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate government agencies.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly wage.

ARTICLE VIII

DRUG/ALCOHOL ABUSE POLICY AND PROGRAM

- 1. The Employer and the Union affirm that construction job sites subject to this agreement must be alcohol and drug free.
- 2. Alcoholism and drug dependency is recognized by medical, public health authorities, the Employers, and the Union as a disease. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and the violation of safety rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do a conscientious job. This combination of factors is recognized as having a potentially damaging effect on the American construction industry and it endangers the job security of the worker and the safety and well-being of everyone on the jobsite.
- 3. The Employer and the Union further agree to the establishment of a Drug and Alcohol abuse policy and program which will provide for testing of current employees, pre-employment testing and random testing to deal cooperatively and constructively with the problem of substance abuse among employees represented by the Union.
- 4. To this end the Employers and the Union have agreed to adopt a policy and program which involves the appropriate means for identifying those persons with drug or alcohol problems and the appropriate measures to be taken when these problems are identified. The adopted policy and program shall then become part of this Agreement.

ARTICLE IX

SAVINGS FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Savings Fund, a sum equal to one dollar (\$1.00) per hour, for straight time paid, for each Employee covered under this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute one dollar and fifty cents (\$1.50) per

ARTICLE IX (continued)

hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute two dollars (\$2.00) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute one dollar and ten cents (\$1.10) per hour for each hour paid, and when Employees' work under the Shift Differential of fifteen percent (15%), the Employer will contribute one dollar and fifteen cents (\$1.15) per hour for each hour paid for each Employee covered under this Agreement.

The Savings Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Savings Plan adopted by the Local 825 Fringe Benefit Plan Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Savings Plan adopted by the Local 825 Fringe Benefit Fund Trustees thereunder will be made a part hereof and will be binding upon the Employers.

Appropriate payroll taxes on the Savings Fund Contributions are deductible at the source. The Savings' Fund Contribution should be added to the gross pay and all appropriate payroll taxes, including withholding, Social Security and State unemployment, deducted from the adjusted gross pay. After making the necessary payroll tax deductions, the Savings Fund Contribution should be forwarded with the other Benefit Funds Contributions.

ARTICLE X

LOCAL 825 REGISTERED, INDENTURED APPRENTICESHIP TRAINING AND RETRAINING FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Apprentice Training and Retraining Fund, a sum equal to one dollar (\$1.00) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute one dollar and fifty cents (\$1.50) per hour, for each hour paid, and on overtime worked at the double time rate, the Employer will contribute two dollars (\$2.00) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute one dollar and ten cents (\$1.10) per hour for each hour paid, and when Employees' work under the Shift Differential of fifteen percent (15%), the Employer will contribute one dollar and fifteen cents (\$1.15) per hour for each hour paid for each Employee covered under this Agreement.

The Apprentice Training and Retraining Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Apprentice Training and Retraining Plan adopted by the Local 825 Fringe Benefit Plan

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Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XI WELFARE FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Welfare Fund a sum equal to eleven dollars and sixty five cents (\$11.65) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute seventeen dollars and forty-eight (\$17.48) per hour, for each hour paid and on overtime worked at the double time rate, the Employer will contribute twenty three dollars and thirty cents (\$23.30) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute twelve dollars and eighty-two cents (\$12.82) per hour for each hour paid, and when Employees' work under the Shift Differential of fifteen percent (15%), the Employer will contribute thirteen dollars and forty cents (\$13.40) per hour for each hour paid for each Employee covered under this Agreement.

The Welfare Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Welfare Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XII PENSION FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Pension Fund a sum equal to six dollars (\$6.00) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute nine dollars (\$9.00) per hour, for each hour paid and on overtime worked at the double time rate, the Employer will contribute twelve dollars (\$12.00) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute six dollars and sixty cents (\$6.60) per hour for each hour paid, and when Employees' work under the Shift Differential of fifteen percent (15%), the Employer will contribute six dollars and ninety cents (\$6.90) per hour for each hour paid for each Employee covered under this Agreement.

The Pension Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Pension Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XIII
SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND
(OUT OF WORK FUND)

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Supplemental Unemployment Benefit Fund, a sum equal to three dollars (\$3.00) per hour, for straight time paid for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute four dollars and fifty cents (\$4.50) per hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute six dollars (\$6.00) per hour for each hour paid for each Employee covered under this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute three dollars and thirty cents (\$3.30) per hour for each hour paid, and when Employees work under the shift differential of fifteen percent (15%), the Employer will contribute three dollars and forty-five cents (\$3.45) per hour for each hour paid for each Employee covered by this Agreement.

The Supplemental Unemployment Benefit Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Supplemental Unemployment Benefit Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made part hereof and will be binding upon the Employers.

ARTICLE XIV
ANNUITY FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Annuity Fund a sum equal to four dollars (\$4.00) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute six dollars (\$6.00) per hour, for each hour paid and on overtime worked at the double time rate, the Employer will contribute eight dollars (\$8.00) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute four dollars and forty cents (\$4.40) per hour for each hour paid, and when Employees' work under the Shift Differential of fifteen percent (15%), the Employer will contribute four dollars and sixty cents (\$4.60) per hour for each hour paid for each Employee covered under this Agreement.

The Annuity Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Annuity Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XV
INDUSTRY ADVANCEMENT FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Industry Advancement Fund, a sum equal to \$0.08 per hour for each hour paid for each Employee covered by this Agreement.

to pay the sum of \$0.08 for each hour equivalent of gross wages paid to each Employee to the Industry Advancement Fund to be administered by trustees pursuant to a Trust Agreement to be executed pursuant to law. Such contributions shall be paid to the administrator of the various other Funds (Welfare, Pension, Supplemental Unemployment Benefit Fund) to which the Employers contribute to hereunder, and said monies shall be maintained by said Industry Advancement Fund. Reports and contributions by the Employers to the said Industry Advancement Fund shall be made on forms to be provided by the administrator of the Fund and shall be made at the same time that reports and contributions are made to the Pension, Welfare and Supplemental Unemployment benefit Fund of the Operating Engineers Local 825. Provision shall be made for the reimbursement to the Operating Engineers Local 825 Fund Administrator of any expenses incurred by him in connection with the collection and forwarding of such contributions to the said Industry Advancement Fund.

It is agreed and understood that the Fund will not be used for any anti-union purposes, that the Trustees of Operating Engineers Local 825 Funds shall receive minutes of all Industry Advancement Fund meetings and that the collection of contributions is conditioned at all times upon approval of the Trustees of Operating Engineers Local 825 Funds.

The said Trustees shall be permitted to attend Industry Advancement meetings as non-voting observers. The collection of contributions is conditioned upon these understandings.

ARTICLE XVI
LABOR MANAGEMENT FUND

The employers and the union agree to form an ERISA Labor -Management Fund. This fund shall promote the unionized construction industry on behalf of the union and the employers.

As of July 1, 2011, the initial fund contribution shall be ten cents (\$0.10) per hour paid to the Labor - Management Fund.

As of July 1, 2011, for each hour equivalent of gross wages paid to each Operating Engineer a total benefit cost of \$26.83 to be allocated among the several Funds as follows:

TOTAL FRINGE CONTRIBUTIONS:	
Pension Fund	\$6.00
Welfare Fund	\$11.65
Savings Fund	\$1.00
Supplemental Unemployment Fund	\$3.00
Apprenticeship Training Fund	\$1.00
Annuity Fund.....	\$4.00
Industry Advancement Fund	\$0.08
Labor Management Fund	\$1.10
TOTAL	\$26.83

The allocation to the several Funds is subject to change on the following dates: January 2012, July 2012, January 2013, July 2013 and January 2014, as the Union may deem appropriate subject to the approval of the Local 825 Fringe Benefit Plan Trustees.

ARTICLE XVII
UNION CHECK-OFF

The Employer will withhold from the wages of each Employee covered by this Agreement, who signs and files with the Union a check-off card, a sum equal to \$0.08 per hour for each hour paid for each Employee covered by this Agreement.

Appendix VI - Project Labor Agreement (Schedule A)
Final for Execution - November 21, 2012

ARTICLE XVII (continued)

the Employer, a written authorization as provided by the law, three percent (3%) of the Employees Gross weekly wages and will remit said amount weekly to Local Union 825 in payment working assessment. Said remittance will be made on forms provided by Local Union 825.

ARTICLE XVIII POLITICAL ACTION CHECK-OFF

When authorized by a voluntary check-off Agreement, signed by an Employee, the Employer shall deduct from such Employee's wages the sum of \$0.05 per hour for each hour paid and forward the same to the Local 825 Political Action Committee, on the forms that will be furnished for such report.

ARTICLE XIX PENALTIES FOR FAILURE TO MAKE CONTRIBUTIONS TO FUNDS

The failure of any Employer to pay required contributions to the Welfare, Pension, Supplemental, Unemployment Benefit, Apprenticeship Training and retraining, Annuity and Savings Funds, or to pay interest on such delinquencies, or legal and auditing fees and costs assessed against such delinquent Employer, as provided herein, shall constitute a violation of this Agreement and the Union shall be authorized to remove the Employees from the job, in which case they shall report for the work daily and shall be paid a day's pay of eight (8) hours until the Employer settles his delinquent payments of contributions, interest, legal and auditing fees with the Fund Administrator. If any Employer has a record of delinquency on a prior job, the Union shall refuse to permit Employees to work for such Employer, until all such delinquencies have been paid to the respective Funds, including interest and legal and auditing fees.

If the Trustees or the Fund Administrator of any said Funds is required to utilize legal services to collect Employer delinquencies or auditing services to ascertain the correct amount due from the Employer, the delinquent Employer shall be required to pay, in addition to 2% over the Prime Interest Rate, interest from date of delinquency, the reasonable cost of the auditing services and, in addition thereto, legal fees at the following rates: 15% on the first \$750.00; 10% of any amount in excess of \$750.00; minimum collector fee of \$15.00; and 50% on any amount less than \$100.00, due and payable on default.

All contributions required to be made to any of the aforementioned Funds by the Employer shall be made on a weekly basis on the day the Employees are paid by the Employer delivering drafts made payable to each said Fund, indicating the names of all Employees, number of hours worked or paid and amount of hourly wages as required, together with amount of contribution for each Employee to each said Fund. Such periodic reporting forms must be filed by the Employer with the Fund(s) regardless of whether any contributions are due and owing the Fund(s) in the reporting period unless the Trustees upon the application of the Employer excuse him from so reporting. In the event that the contributions are due and owing in the reporting period, the Employer shall so state on the form the reasons therefore. With regard to the Savings Fund, the Employer shall furnish to each Employee on payday a statement of the amount of money contributed on behalf of such Employee to the said Fund. The Funds Trustees will have the right to conduct periodic payroll audits of employers signatory to this Agreement.

The Trustees of any Fund or an alleged delinquent Employer may request arbitration of any alleged delinquencies or breach of agreement regarding the Funds Contributions and arbitration may be heard within thirty (30) days after such request. The Trustees may join an individual Engineer as a party to any such arbitration proceeding agreement regarding Fund Contributions in which such Engineer may be involved. Each Engineer subject to this Agreement does hereby, through his duly authorized representative, consent to such joinder and to the issuance of an award binding upon him in connection therewith. The arbitration shall be heard at the Operating Engineers Local 825 Funds Office, or as designated in the demand at the option of the Fund and the procedures followed shall be in accordance with the rules of the New Jersey Mediation Service.

The Trustees in their discretion may permit an Employer to make monthly instead of weekly contributions where the contribution record of the Employer justifies such action.

All Employers covered by this Agreement must file with the Trustees of the Fringe Benefit Plan a Surety Company Bond is an amount no less than \$25,000.00 in order to ensure payment by them to the various Fringe Benefit Plans. The Trustees shall determine the amount of such Surety Bond. The Trustees shall also have the power to fix a lesser Bond for any Employer who pays weekly where the contribution record of such Employer justifies such action.

No officers, agents, representative or Employees of any Union or any Employer shall be deemed an agent or representative of the Board(s) of Trustees or be deemed as authorized to make any oral or written representations, or give any form of commitment which may be relied upon by any Employee, his or her spouse, beneficiary or dependent. It is further agreed and understood that no single Trustee or Employee(s) of any Fund has authority to give any such representations or commitments since such representations or commitments can only be made by the Board of Trustees acting as Boards of Trustees.

ARTICLE XX BREACH OF AGREEMENT UNION REMEDIES

The Union pursuant to Section 301 of the Taft-Harley Act, as amended, shall have the right to bring suit for a violation of this contract in any district court of the United States having jurisdiction of the parties without regard to the amount in controversy or the citizenship of the parties. This right is subject and subordinate to any provision of this Agreement that required final and binding arbitration of all disputes arriving thereunder.

The Union may waive its right to sue or submit a controversy to final and binding arbitration, if there is an arbitration clause in the Agreement, and in lieu thereof enter into a compromise, adjustment, settlement or release of its claim, as authorized under Section 302 (c) 2 of the Taft-Hartley Act as amended. Where such compromise, adjustment, settlement or release arises from a claim by the Union of improper manning or lack of manning under this Agreement, the Union has the option to accept as its liquidated damages an offer of the Employer of a sum equal to the amount of wages that should have been paid under the Collective Bargaining Agreement.

ARTICLE XXI
UNEMPLOYMENT INSURANCE
LIABILITY INSURANCE

The Employer shall, at all times, carry Unemployment Insurance as required by the Laws of the State and in the event that his working force is below the minimum number of Employees required by the State for an Employer to carry compulsory Unemployment Insurance, the said Employer shall, as a condition of this Agreement, voluntarily obtain appropriate coverage.

The Employer further agrees to carry Workmen's Compensation Insurance for the protection of the Employees; and such other liability insurance which will relieve the Employee of personal liability, which may be incurred while performing duties in connection with his employment.

ARTICLE XXII

It is understood that the liabilities of the Unions signing this contract shall be several and not joint. The Union shall have the right to terminate the Agreement and/or institute appropriate legal action against the Employer for any damages sustained on behalf of itself or its members, and shall have the option to call for a work stoppage for any violation of the provisions of this Agreement, when not prohibited by law.

- (a) In the event that any provision of the body of this Agreement or the wage schedules are in conflict with a provision of any applicable law, it is understood and agreed that such provision of this Agreement shall be reopened to negotiate only those portions thereof which are in conflict with the law and the remainder of the Agreement shall continue in full force and effect.

ARTICLE XXIII
MEMORANDUM OF UNDERSTANDING

The undersigned Employer agrees that in consideration of the Union entering into the above Collective Bargaining Agreement with the Company, the Employer will agree to execute a Collective Bargaining Agreement with the Union covering any subsidiary corporation or any separate corporation engaged in construction work which the Employer or its officers have formed, may form or have a direct or indirect interest therein.

It being the intent and purpose of this understanding that all construction operations which involve the use of Operating Engineers will be done by companies having an Agreement

with Local Union 825 and the Employer shall not utilize subsidiary corporations or other corporations in which the Employer or its officers have a direct or indirect interest to engage in non-Union construction activities with the effect of depriving Employees of the Employer, party to this Collective Bargaining Agreement, of work opportunities on the terms and conditions herein set forth.

There shall be established a joint Industry Study Committee to propose methods by which work under this Collective Bargaining Agreement can be done more efficiently and productively. This Committee shall also be charged with addressing problems related to changes in prevailing wage requirements if and when they occur. This Committee shall consist of three members appointed by Local 825. The Committee will meet quarterly.

ARTICLE XXIV
TERMINATION AND EFFECTUATING CLAUSE

This Agreement, effective July 1, 2011, is to terminate June 30, 2014 and shall continue in force and effect automatically from year to year thereafter unless either party serves notice of termination sixty (60) days prior to the expiration date.

In the event this Agreement expires by its terms prior to the execution of a new Agreement, the Employer agrees that it shall pay said payments set forth herein to the Pension, Welfare, Apprenticeship Training and Retraining, Annuity, Supplemental Unemployment Benefit and Savings Funds until the execution of a new Agreement.

It is understood and agreed, however, that should the subsequent Agreement provide for contributions to the various Funds in an amount or amounts greater than those set forth in this Agreement, the Employer will pay the difference retroactively.

It is further agreed that no other terms and conditions within this Agreement shall extend beyond its expiration date without the written consent of all parties.

In witness whereof, the parties make and enter into this Agreement and we, their duly authorized and empowered representatives have hereunto set our hands and seals this

_____ day of _____, 20____

INTERNATIONAL UNION OF OPERATING
ENGINEERS
LOCAL UNION 825,
825A, 825B, 825C, 825D, 825R & 825RH

[Redacted Signature]

Business Manager

[Redacted Signature]

President

[Redacted Signature]

Recording-Corresponding Secretary

Business Representative

Company Name (**Print**)

Authorized Signature and Title

Street Address

City, State and Zip Code

Telephone Number

Corporate Seal

Is Contractor signatory to this Agreement Incorporated? _____ (Yes/No).

If there are any "Owner Operators" or Corporate Officers of the Contractor signatory to this Agreement who possess a Union Book with Local 825, please list their names and Social Security numbers below:

H HC B STL T M Sewer

INDEPENDENT AGREEMENT—Effective July 1, 2011, expires June 30, 2014.

Appendix A

HIGHWAY, ROAD, STREET, SEWER, BUILDING & HEAVY CONSTRUCTION

The following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly wage.

The job Classifications listed below include the Hourly Rate and the Weekly Rate and are effective **July 1, 2011**.

CLASS "A"

HOURLY RATE \$42.02

(40 HOUR) WEEKLY RATE \$1,680.80

CRANES, Derricks, Pile Drivers (all types), with 100 ft. boom (including jib and/or leads) up to 139 feet.

CLASS "A"

HOURLY RATE \$43.02

(40 HOUR) WEEKLY RATE \$1,720.80

CRANES, Derricks, Pile Drivers (all types), with boom (including jib and/or leads) 140 feet and over.

CLASS "A"

HOURLY RATE \$41.02

(40 HOUR) WEEKLY RATE \$1,640.80

AUTOGRADE-COMBINATION SUBGRADER, BASE MTL.
SPREADER AND BASE TRIMMER (CMI and Similar Types)
AUTOGRADE-PAVEMENT PROFILER (CMI and Similar Types)
AUTOGRADE-PAVEMENT PROFILER AND RECYCLE TYPE
(CMI and Similar Type)
AUTOGRADE PLACER-TRIMMER SPREADER-COMBINATION (CMI and Similar Types)
AUTOGRADE-SLIPFORM PAVER (CMI and Similar Types)
BACKHOE
CENTRAL POWER PLANTS (All Types)
CHIEF OF PARTY
CONCRETE PAVING MACHINES
CRANES (All types, including Overhead and Straddle Traveling Type)
CRANES, Gantry
DERRICKS (Land, Floating or Chicago Boom Type)
DRILL (Bauer, AMI and Similar Types)
DRILLMASTER, QUARRYMASTER (Down the Hole Drill) Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill
DRAGLINES
ELEVATOR GRADERS
FRONT END LOADERS (5 yds. And over)
GRADALLS
GRADER, Rago
HELICOPTERS, Co-Pilot
HELICOPTERS, Communications Engineer
JUNTANN PILE DRIVER
LOCOMOTIVE (Large)
MUCKING MACHINES
PAVEMENT AND CONCRETE BREAKER, i.e., Superhammer and Hoe Ram

PILE DRIVER, length of Boom including length of leads shall determine premium Rate Applicable

ROADWAY SURFACE GRINDER

SCOOPER (Loader and Shovel)

SHOVELS

TREE CHOPPER with Boom

TRENCH MACHINES (Cable Plow)

TUNNEL BORING MACHINES

CLASS "A"

HOURLY RATE \$42.84

(40 HOUR) WEEKLY RATE \$1,713.60

HELICOPTERS-Pilot

HELICOPTERS-Engineer

CLASS "B"

HOURLY RATE \$39.43

(40 HOUR) WEEKLY RATE \$1,577.20

"A" FRAME

BACKHOE (Combination)

BOOM ATTACHMENT ON LOADERS (Rates based on size of bucket) Not applicable to Pipehook.

BORING AND DRILLING MACHINES

BRUSH CHOPPER, SHREDDER AND TREE SHREDDER, TREE SHEARER

BULLDOZER (fine grade)

CABLEWAYS

CARRYALLS

CONCRETE PUMP

CONCRETE PUMPING SYSTEM, PUMP- CONCRETE AND SIMILAR TYPES

CONVEYORS, 125 ft. and over

DRILL DOCTOR (duties include Dust Collector Maintenance)

FRONT END LOADERS (2 yds. but less than 5 yds.)

GRADERS (Finish)

GROOVE CUTTING MACHINE (Ride on Type)

HEATER PLANER

HOISTS (All type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other similar Type Hoisting Machines, portable or stationary, except Chicago Boom type.) Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist"

HYDRAULIC CRANES- 10 Tons and Under

HYDRO-AXE

HYDRO-BLASTER

JACKS, Screw Air Hydraulic Power Operated Unit or Console Type (not Hand Jack or Pile Load Test type)

LOG SKIDDER

PANS

PAVERS (all) Concrete

PLATE and FRAME FILTER PRESS

PUMPCRETE MACHINES, SQUEEZECRETE AND CONCRETE PUMPING (regardless of size)

SCRAPERS

SIDE BOOMS

"STRADDLE" CARRIER, Ross and similar types

VACUUM TRUCK

WINCH TRUCKS (Hoisting)

PART 1 - AGREEMENT

Appendix VI - Project Labor Agreement (Schedule A)

Final for Execution - November 21, 2012

APPENDIX A Continued

CLASS "C"

HOURLY RATE \$37.52

(40 HOUR) WEEKLY RATE \$1,500.80

ASPHALT CURBING MACHINE
ASPHALT PLANT ENGINEER
ASPHALT SPREADER
AUTOGRADE TUBE FINISHER AND TEXTURIZING MACHINE
(CMI and Similar types)
AUTOGRADE CURECRETE MACHINE (CMI and Similar types)
AUTOGRADE CURB TRIMMER, AND SIDEWALK, SHOULDER, SLIPFORM (CMI and Similar types)
BATCHEERS, BATCHING PLANT AND CRUSHER ON SITE
BELT CONVEYOR SYSTEMS
BOOM TYPE SKIMMER MACHINES
BRIDGE DECK FINISHER
BULLDOZERS (except fine grade)
CAR DUMPERS (Railroad)
COMPRESSOR AND BLOWER TYPE UNITS (Used independently or mounted on Dual Purpose Trucks, on Job Site or in conjunction with Job Site, in Loading and unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials)
*COMPRESSOR (2 or 3 in Battery)
***CONCRETE CLEANING DECONTAMINATION MACHINE OPERATOR
CONCRETE SAWS AND CUTTERS-Ride on Type
CONCRETE SPREADERS, HETZEL, REXOMATIC and similar types
CONCRETE VIBRATORS
CONVEYORS, Under 125 ft.
CRANE SIGNALMAN
CRUSHING MACHINE
DIRECTIONAL BORING MACHINE
DITCHING MACHINE, Small (Ditchwitch, Vermeer or Similar Type)
DOPE POTS (Mechanical with or without pump)
DUMPSTERS
ELEVATOR
FIREMAN
FORK LIFTS (Economobile, Lull and similar typed of equipment)
FRONT END LOADERS (1 yd. and over but less than 2 yds.)
*GENERATORS (2 or 3 in Battery)
GIRAFFE GRINDERS
GRADERS AND MOTOR PATROLS
GROUT PUMP
GUNNITE MACHINES (Excluding Nozzle)
HAMMER VIBRATORY (In conjunction with Generator)
***HEAVY EQUIPMENT ROBOTICS, OPERATOR TECHNICIAN
HOISTS-(Roof, Tugger, Aerial Platform Hoist and House Cars)
HOPPERS
HOPPER DOORS (Power Operated)
**HYDRO-BLASTER
LADDERS (Motorized)
LADDERVATOR
LOCOMOTIVE, Dinky Type
MAINTENANCE, Utility Man
***MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN
MECHANICS
MIXERS (Excepting Paving Mixers)
MOTOR PATROLS AND GRADERS
PAVEMENT BREAKERS, Small, Self Propelled Ride on Type (also maintains Compressor or Hydraulic Unit)
PAVEMENT BREAKER, Truck Mounted
PIPE BENDING MACHINE (Power)

PITCH PUMP
PLASTER PUMP (Regardless of size)
POST HOLE DIGGER (Post Pounder and Auger)
ROLLER, Black Top
SCALES (Power)
SEAMAN PULVERIZING MIXER
SHOULDER WIDENER
SILOS
SKIMMER MACHINES (Boom Type)
STEEL CUTTING MACHINES, Services and Maintains
TAM ROCK DRILL
TRACTORS
TRANSFER MACHINE
CAPTAIN (Power Boats)
TUG MASTER (Power Boats)
***ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR/MAINTENANCE TECHNICIAN
***VACUUM BLASTING MACHINE OPERATOR/MAINTENANCE TECHNICIAN
VIBRATING PLANTS (used in conjunction with Unloading)
WELDER AND REPAIR MECHANICS
*Within 100 ft
**Where required
***When used for decontamination and remediation

CLASS "D"

HOURLY RATE \$35.89

(40 HOUR) WEEKLY RATE \$1,435.60

BROOMS AND SWEEPERS
CHIPPERS
COMPRESSOR (Single)
CONCRETE SPREADERS (Small Type)
CONVEYOR LOADERS (Not including Elevator Graders)
ENGINES, Large Diesel (1620 H.P.) and Staging Pump
FARM TRACTORS
FERTILIZING EQUIPMENT (Operation and Maintenance of)
FINE GRADE MACHINE (Small Type)
FORM LINE GRADERS (Small Type)
FRONT END LOADER (Under 1 yd.)
GENERATOR (Single)
GREASE, GAS, FUEL and OIL SUPPLY TRUCKS
HEATERS (Nelson or other type including Propane, Natural Gas or Flowtype Units)
LIGHTS, Portable Generating Light Plants
MIXERS, Concrete Small
MULCHING EQUIPMENT (Operation and Maintenance of)
PUMPS (2 or less than 4 inch suction)
PUMPS (4 inch suction and over including Submersible Pumps)
PUMPS (Diesel Engine and Hydraulic) immaterial of Power
ROAD FINISHING MACHINES (Small Type)
ROLLERS, Grade, Fill or Stone Base
SEEDING EQUIPMENT (Operation and Maintenance of)
SPRINKLER and WATER PUMP TRUCKS (Used on Job Site or in conjunction with Job Site)
STEAM JENNIES and BOILERS, irrespective of use
STONE SPREADER
TAMPING MACHINES, Vibrating Ride on
TEMPORARY HEATING PLANT (Nelson or other type, including Propane, Natural Gas or Flow Type Units)
WATER AND SPRINKLER TRUCKS (Used on Job Site or in conjunction with Job Site)
*WELDING MACHINES (Gas, Diesel, and/or Electric Converters of any type, Single; 2 or 3 in Battery)
WELDING SYSTEM, Multiple (Rectifier Transformer Type)

APPENDIX A Continued

WELLPOINT SYSTEMS (Including Installation by Bull Gang and Maintenance of)

*Within 100 feet

CLASS "E"

HOURLY RATE \$34.18

(40 HOUR) WEEKLY RATE \$1,367.20

ASSISTANT ENGINEER/OILER

*DRILLERS HELPER

MAINTENANCE APPRENTICE (Deck Hand)

MAINTENANCE APPRENTICE (Oiler)

MECHANICS HELPER

OFF ROAD BACK DUMP

TIRE REPAIR AND MAINTENANCE

TRANSIT/INSTRUMENT MAN

*When used for water/geothermal/monitoring wells

HOURLY RATE \$31.60

(40 HOUR) WEEKLY RATE \$1,264.00

ROD/CHAINMAN

HOURLY RATE \$41.76

(40 HOUR) WEEKLY RATE \$1,670.40

LEAD ENGINEER, FOREMAN ENGINEER, SAFETY ENGINEER
(Minimum)

*Effective 1/1/12 through 6/30/12 there will be a \$0.75 per hour increase for all classifications to be distributed at the discretion of the Union.

*Effective 7/1/12 through 12/31/12, there will be a \$ 1.00 per hour increase for all classifications to be distributed at the discretion of the Union.

*Effective 1/1/13 through 6/30/13, there will be a \$ 1.30 per hour increase for all classifications to be distributed at the discretion of the Union.

*Effective 7/1/13 through 12/31/13, there will be a \$ 1.25 per hour increase for all classifications to be distributed at the discretion of the Union.

*Effective 1/1/14 through 6/30/14, there will be a \$ 1.25 per hour increase for all classifications to be distributed at the discretion of the Union.

OILSTATIC MAINLINES & TRANSPORTATION PIPE LINES

The Following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly wage.

The Job Classifications listed below include the Hourly Rate and the Weekly Rate and are effective July 1, 2011.

CLASS "A"

HOURLY RATE \$42.65

(40 HOUR) WEEKLY RATE \$1,706.00

CRANES, Derricks, Pile Drivers (all types) with 100 ft. boom.
(including jib and/or leads) up to 139 ft.

CLASS "A"

HOURLY RATE \$43.65

(40 HOUR) WEEKLY RATE \$1,746.00

CRANES, Derricks, Pile Drivers (all types) with 140 ft. boom.
(including Jib and/or leads) and over.

CLASS "A"

HOURLY RATE \$41.65

(40 HOUR) WEEKLY RATE \$1,666.00

BACKHOE

CHIEF OF PARTY

CRANES (all types)

DRAGLINES

FRONT END LOADERS (5 yds. and over)

GRADALLS

HELICOPTERS-Co. Pilot

HELICOPTERS- Communications Engineer

SCOOPER (Loader and Shovel) Koehring

TRENCH MACHINES (Cable Plow)

CLASS "A"

HOURLY RATE \$43.58

(40 HOUR) WEEKLY RATE \$1,743.20

HELICOPTER-Pilot/Engineer

CLASS "B"

HOURLY RATE \$40.00

(40 HOUR) WEEKLY RATE \$1,600.00

"A" FRAME

BACKHOE (combination hoe loader)

BORING AND DRILLING MACHINES

DITCHING MACHINE, small, (Ditchwitch, Vermeer or similar type)

FORK LIFTS

FRONT END LOADERS (2 yds. but less than 5 yds.)

GRADERS, Finish (fine)

HYDRAULIC CRANES- 10 tons and under (over 10 tons crane rate applies)

SIDE BOOMS

VACUUM TRUCK

WINCH TRUCKS (Hoisting)

APPENDIX A Continued

CLASS "C"
HOURLY RATE \$37.86
(40 HOUR) WEEKLY RATE \$1,514.40

BACKFILLER
BROOMS and SWEEPERS
BULLDOZERS
COMPRESSORS (2 or 3 in Battery)
***CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR
FRONT END LOADERS (Under 2 yds.)
GENERATORS
GIRAFFE GRINDERS
GRADERS AND MOTOR PATROLS
***HEAVY EQUIPMENT ROBOTICS, OPERATOR/TECHNICIAN
***MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN
MECHANIC
PIPE BENDING MACHINE (Power)
TRACTORS
TRANSFER MACHINE
WATER and SPRINKLER TRUCKS-used on job site or in conjunction with job site
WELDER and REPAIR MECHANIC
CAPTAIN (Power Boats)
***ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR/MAINTENANCE TECHNICIAN
***VACUUM BLASTING MACHINES OPERATOR/MAINTENANCE TECHNICIAN
TUG MASTER (Power Boats)
***When used for decontamination or remediation

CLASS "D"
HOURLY RATE \$36.36
(40 HOUR) WEEKLY RATE \$1,454.40

COMPRESSOR, (Single)
DOPE POTS (Mechanical with or without pump)
DUST COLLECTORS
FARM TRACTORS
PUMPS (4 inch suction and over)
PUMPS (2 or less than 4 inch suction)
PUMPS, DIESEL ENGINE and HYDRAULIC (immaterial of power)
WELDING MACHINES, gas or electric convertors of any type-single
WELDING MACHINES, gas or electric convertors of any type-2 or 3 in battery multiple welders
WELLPOINT SYSTEMS (Including installation and maintenance)

CLASS "E"
HOURLY RATE \$34.64
(40 HOUR) WEEKLY RATE \$1,385.60

ASSISTANT ENGINEER/OILER
*DRILLERS HELPER
OFF ROAD BACK DUMP
TRANSIT INSTRUMENT MAN
GREASE, GAS, FUEL and OIL SUPPLY TRUCKS
MAINTENANCE APPRENTICE (Oiler)
MECHANICS HELPER
TIRE REPAIR and MAINTENANCE
MAINTENANCE APPRENTICE (Deckhand)
*When used for water/Geothermal/Monitoring Wells

HOURLY RATE \$42.44
(40 HOUR) WEEKLY RATE \$1,697.60
LEAD ENGINEER, FOREMAN ENGINEER, SAFETY ENGINEER
(minimum)

HOURLY RATE \$31.94
(40 HOUR) WEEKLY RATE \$1,277.60
ROD/CHAINMAN

- *Effective 1/1/12 through 6/30/12 there will be a \$0.75 per hour increase for all classifications to be distributed at the discretion of the Union.
- *Effective 7/1/12 through 12/31/12, there will be a \$ 1.00 per hour increase for all classifications to be distributed at the discretion of the Union.
- *Effective 1/1/13 through 6/30/13, there will be a \$ 1.30 per hour increase for all classifications to be distributed at the discretion of the Union.
- *Effective 7/1/13 through 12/31/13, there will be a \$ 1.25 per hour increase for all classifications to be distributed at the discretion of the Union.
- *Effective 1/1/14 through 6/30/14, there will be a \$ 1.25 per hour increase for all classifications to be distributed at the discretion of the Union.

TANK ERECTION

The Following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly wage.

The Job Classifications listed below include the Hourly Rate and the Weekly Rate and are effective July 1, 2011.

CLASS "A"
HOURLY RATE \$44.76
(40 HOUR) WEEKLY RATE \$1,790.40
OPERATING ENGINEERS-On all Cranes, Derricks, etc. with Booms including jib, 140 ft. or more above the ground.

CLASS "A"
HOURLY RATE \$43.17
(40 HOUR) WEEKLY RATE \$1,726.80
OPERATING ENGINEERS-On all equipment including Cranes, Derricks etc. with Booms including jib, less than 140 ft. above the ground;
(See Article V-1 of Agreement.)

CLASS "A"
HOURLY RATE \$41.35
(40 HOUR) WEEKLY RATE \$1,654.00
CHIEF OF PARTY

APPENDIX A Continued

CLASS "A"

HOURLY RATE \$42.95

(40 HOUR) WEEKLY RATE \$1,718.00

LEAD ENGINEER, FOREMAN OR SAFETY ENGINEER

CLASS "A"

HOURLY RATE \$44.15

(40 HOUR) WEEKLY RATE \$1,760.00

HELICOPTER- PILOT ENGINEERS

CLASS "A"

HOURLY RATE \$42.84

(40 HOUR) WEEKLY RATE \$1,713.60

HELICOPTER- Co-Pilot

HELICOPTER-Communications Engineer

CLASS "B"

HOURLY RATE \$40.58

(40 HOUR) WEEKLY RATE \$1,623.20

ALL EQUIPMENT COVERED UNDER ARTICLE V-2

Air Compressors, welding machines and generators are defined as and cover: gas, diesel, or electric driven equipment and sources of power from a permanent plant, i.e., steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools used in the erection, alteration, repair, or dismantling of tanks and all "dual purpose" trucks used on the construction job site, or in the loading or unloading of materials, at the construction job site or in conjunction with the job site. Employees covered hereunder shall man and operate such permanent plant from which source of power is supplied. In the event that the Employer is unable to arrange this, Engineers shall man all valves or other outlets of such source of power as is used by the Employer and shall be paid at the rate of wages applicable to the classification of work in which he is employed.

VACUUM TRUCK

CLASS "C"

HOURLY RATE \$38.12

(40 HOUR) WEEKLY RATE \$1,524.80

*CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR

FORKLIFT (Economobile, Lull and similar types of equipment)

*HEAVY EQUIPMENT ROBOTICS, OPERATOR/TECHNICIAN

*MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN

*ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR/MAINTENANCE TECHNICIAN

*VACUUM BLASTING MACHINE OPERATOR/MAINTENANCE TECHNICIAN

*When used for decontamination or remediation

CLASS "E"

HOURLY RATE \$35.37

(40 HOUR) WEEKLY RATE \$1,414.80

*DRILLERS HELPER

OFF ROAD BACK DUMP

OILER/ASSISTANT ENGINEER

*When used for water/Geothermal/ Monitoring Wells

HOURLY RATE \$34.18

(40 HOUR) WEEKLY RATE \$1,367.20

TRANSIT/INSTRUMENT MAN

HOURLY RATE \$31.60

(40 HOUR) WEEKLY RATE \$1,264.00

ROD/CHAINMAN

*Effective 1/1/12 through 6/30/12 there will be a \$0.75 per hour

Tappan Zee Hudson River Crossing Project
Contract D214134

increase for all classifications to be distributed at the discretion of the Union.

*Effective 7/1/12 through 12/31/12, there will be a \$ 1.00 per hour increase for all classifications to be distributed at the discretion of the Union.

*Effective 1/1/13 through 6/30/13, there will be a \$ 1.30 per hour increase for all classifications to be distributed at the discretion of the Union.

*Effective 7/1/13 through 12/31/13, there will be a \$ 1.25 per hour increase for all classifications to be distributed at the discretion of the Union.

*Effective 1/1/14 through 6/30/14, there will be a \$ 1.25 per hour increase for all classifications to be distributed at the discretion of the Union.

STEEL ERECTION

(With Ironworkers or Boilermakers)

The Following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly wage.

The Job Classifications listed below include the Hourly Rate and the Weekly Rate and are effective **July 1, 2011**.

CLASS "A"

HOURLY RATE \$45.04

(40 HOUR) WEEKLY RATE \$1,801.60

CRANES-(all cranes, land or floating with booms including jib, 140 ft. and over, above ground)

DERRICKS-(all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground)

HELICOPTER- Co-Pilot

HELICOPTER- Communications Engineer

CLASS "A"

HOURLY RATE \$43.38

(40 HOUR) WEEKLY RATE \$1,735.20

CRANES-(all cranes, land or floating with booms including jib, less than 140 ft. above ground)

DERRICKS-(all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground)

CLASS "A"

HOURLY RATE \$44.65

(40 HOUR) WEEKLY RATE \$1,786.00

HELICOPTER-Pilot

HELICOPTER-Engineer

CLASS "A"

HOURLY RATE \$41.35

(40 HOUR) WEEKLY RATE \$1,654.00

CHIEF OF PARTY

APPENDIX A Continued

CLASS "B"

HOURLY RATE \$40.59

(40 HOUR) WEEKLY RATE \$1,623.60

"A" FRAME

CHERRY PICKERS, 10 tons and under

HOISTS: all type hoists shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type hoisting machines, portable or stationary, except Chicago Boom Type

JACKS- screw air hydraulic power operated unit or console type (not hand jack or pile load test type)

SIDE BOOMS

VACUUM TRUCK

STRADDLE CARRIER

CLASS "C"

HOURLY RATE \$37.93

(40 HOUR) WEEKLY RATE \$1,517.20

AERIAL PLATFORM USED AS HOIST

COMPRESSORS, 2 or 3 in Battery

*CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR

ELEVATORS or HOUSE CARS

CONVEYORS and TUGGER HOISTS

DIRECTIONAL BORING MACHINE

FIREMAN

FORKLIFT

GENERATORS 2 or 3

*HEAVY EQUIPMENT ROBOTICS, OPERATOR/TECHNICIAN MAINTENANCE-Utility man

*MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN

WELDING MACHINES- (gas or electric, 2 or 3 in Battery, including diesels)

CAPTAIN-Power Boats

TUG MASTER-Power Boats

*ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR/MAINTENANCE TECHNICIAN

*VACUUM BLASTING MACHINE OPERATOR/MAINTENANCE TECHNICIAN

APPRENTICE ENGINEER/OILER with either One Compressor or One Welding Machine

*When used for decontamination and remediation

CLASS "D"

HOURLY RATE \$36.40

(40 HOUR) WEEKLY RATE \$1,456.00

COMPRESSOR, Single

WELDING MACHINE, Single, gas, diesel and electric converters of any type

WELDING SYSTEM MULTIPLE (Rectifier Transformer type)

GENERATOR, Single

CLASS "E"

HOURLY RATE \$34.64

(40 HOUR) WEEKLY RATE \$1,385.60

ASSISTANT ENGINEER/OILER

*DRILLERS HELPER

OFF ROAD BACK DUMP

TRANSIT/INSTRUMENT MAN

MAINTENANCE APPRENTICE/DECKHAND

*When used for water/Geothermal/Monitoring Wells

HOURLY RATE \$42.21

(40 HOUR) WEEKLY RATE \$1,688.40

LEAD ENGINEER, FOREMAN ENGINEER, SAFETY ENGINEER (minimum)

HOURLY RATE \$31.60

(40 HOUR) WEEKLY RATE \$1,264.00

ROD/CHAINMAN

*Effective 1/1/12 through 6/30/12 there will be a \$0.75 per hour increase for all classifications to be distributed at the discretion of the Union.

*Effective 7/1/12 through 12/31/12, there will be a \$ 1.00 per hour increase for all classifications to be distributed at the discretion of the Union.

*Effective 1/1/13 through 6/30/13, there will be a \$ 1.30 per hour increase for all classifications to be distributed at the discretion of the Union.

*Effective 7/1/13 through 12/31/13, there will be a \$ 1.25 per hour increase for all classifications to be distributed at the discretion of the Union.

*Effective 1/1/14 through 6/30/14, there will be a \$ 1.25 per hour increase for all classifications to be distributed at the discretion of the Union.

WHARF & DOCK BUILDERS ASSOCIATION

For any Employee working under this Agreement, the classifications and rates are the same as the Independent Agreement, however for working conditions, refer to the Wharf & Dock Builders Agreement.

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 137 - 137A - 137B - 137C - 137R, AFL-CIO**

Westchester, Putnam and Dutchess Counties

1360 Pleasantville Road, Briarcliff Manor, N.Y. 10510

Phone: (914) 762-0600 Facsimile: (914) 762-0601

**ENGINEERING
HEAVY AND HIGHWAY
AGREEMENT**

COVERING WAGES & WORKING CONDITIONS

March 7, 2011 to March 2, 2014

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AGREEMENT MADE AND ENTERED INTO THIS 7th day of March, 2011 by and between the CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC., a Corporation organized and existing under the laws of the State of New York, on behalf of their individual members, who are referred to hereinafter as the "Employer", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137, 137A, 137B, 137C & 137R, AFL-CIO, hereinafter referred to as the "Union" for and in behalf of said Union and on behalf of the Employees now employed or hereafter to be employed by the Employer during the term of this Agreement and hereinafter referred to as the "Employees".

WHEREAS, the Employer and the Union have a common interest in maintaining harmonious relations; the parties hereto desire to enter into this Agreement for the purpose of establishing the wages, hours and conditions of employment for Employees represented by the Union, and employed by Employees subject to this Contract.

NOW THEREFORE in consideration of the premises aforesaid, it is agreed between the parties as follows:

ARTICLE I **PREAMBLE**

WHEREAS, this Collective Bargaining Agreement will foster the achievement of these goals, inter alia, by:

1. avoiding potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace;
2. providing comprehensive and standardized mechanisms for the settlement of work disputes;
3. ensuring a reliable source of skilled and experienced labor; and
4. expediting the construction process.

ARTICLE II **TERRITORIAL APPLICATION**

All the counties of Westchester and Putnam and the part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

ARTICLE III **SCOPE OF EMPLOYMENT**

Heavy Construction work where referred to in this Agreement is hereby defined as the Construction of Engineering Structures, Building foundations and walls, to finished grade, exclusive of the erection of buildings and sub-structures which work is agreed to be a separate and distinct branch of the Construction Industry.

This Agreement does cover building excavation, site work and the roads, parking lots, water drainage, sewer lines and utilities. Building Construction will begin from the top of foundation walls to finished grade, and wages and Conditions will be in accordance with the Building Agreement.

ARTICLE IV **JURISDICTION**

Section 1. The Employer agrees that Local 137 and its branches shall be the exclusive representative of all Employees of the Employer performing work within the recognized jurisdiction of the Union including but not limited to Employees engaged in the classifications of work hereinafter set forth covered by this Agreement and Wage Schedule attached and made a part thereof. Employees engaged in the operation, maintenance and repair of power equipment used in Engineering, Heavy Highway Construction, alteration and/or repair, and related work. All pipe fitting in connection with hoisting and portable equipment, sinking of well points, all piping in connection with well points, maintenance, burning and welding, installing, repairing, maintaining of all equipment, settings, dismantling, repairing and operating of machinery. Temporary Heating, its installation, operating, maintaining and dismantling and any other such work when done on the job as by custom has been performed by work person's in conjunction with a Lead Engineer or Operating Engineer In-Charge, formally known as Master Mechanic. All hoisting and portable engines and boilers irrespective of type, size or motive power, asphalt spreader, backhoe, excavators and the operation of all excavator mounted equipment including any drilling application of any size, batching plant on site of job, boiler, boring machine used for post holes, post pounder of any type, boring machine used for other than post holes, drill rig (casa grande or similar), bulldozer, boat captain, boom truck, cableway, cranes, crawlers and or truck crane, concrete breaker, concrete finishing machine, concrete spreader, slip form machine, conveyer, conveyer belt machine (truck mounted), compressors, compressor plants, drag line, locomotive irrespective of size and power, dredge, forklift irrespective of size or motive power, generator, grader, lull (material lift or similar), road reclaimer, front end loader, maintenance engineer, concrete mixer, pile driver, heaters all types including propane, irrespective of size; powerhouse, power boom, power winch, push button machine, pumps all types irrespective of motive power size or material being pumped, concrete pump, well pumps, rollers, road pavers, barber green paver-spreader or similar, shovels, stone crusher, tractor caterpillar or wheel machine, vibrator, fireproof pump, welding machine irrespective of type, size or motive power, clamshell, well drilling machine, steel cutting machines, material hoppers, elevator (freight or passenger), derricks, mine hoist, mulching machines, road finishing machines, milling machines, barber green loaders and similar, overhead crane, side loader, power brooms and sweepers, any tractor type, demolition equipment, hydraulic booms, side boom tractors, all hydraulic machines, tractor drills, pump station, rakes, plows, mulching and grass spreading machine, hydro-seeder, curb and gutter pavers, road mixing machine, jersey spreader, cherry picker, portable batch plant, portable crusher, portable asphalt plant, rock bit sharpener (all types), skid steer, bobcat or similar, gin pole, hoisting telescope boom, tower cranes, diesel pile hammer, electric sonic hammer, form pin puller, straddle truck, truck or track mounted auger, road boring machine, directional boring machine, jack and bore machine, pipe fusion machine, gas tapping live,

certified welder (Con Edison or D.O.T. equal), combination loader/backhoe, scrapers (all sizes), chippers all types, close circuit TV., log skidders, koering scoopers and similar machines, siphon pumps and similar equipment whether directly or remotely controlled, essex compactors and similar equipment, self propelled compactors, sheeps-foot and similar towed compactors, pin pullers (air & hydraulic), pipe bending machines, chip spreader, portable lighting plant, truck mounted hydraulic cranes and similar machines, trenching machines and all work usually and customarily performed by hoisting and portable engineers Local Union No. 137, within its craft jurisdiction, subject to the rules and awards of the impartial Disputes Board.

ARTICLE V

JURISDICTIONAL DISPUTES

Section 1. There will be no work stoppages where a jurisdictional dispute has arisen. Pending the resolution of the dispute, the work shall continue uninterrupted and the trade in possession of the work shall proceed with the work.

Section 2. Procedure for Settlement of Jurisdictional Disputes.

(a) In the event that the Union has a jurisdictional dispute with respect to work assigned to another trade on a job, the Union shall submit the dispute in writing to the other trade involved, their International Unions, the President of the Construction Industry Council and the Employer involved.

(b) Within five (5) business days of receipt of the letter identifying the dispute, there shall be a meeting of the Employer involved, the Unions involved and a representative from the Construction Industry Council for the purpose of resolving the jurisdictional dispute.

(c) In the event that the dispute is not resolved within 48 hours of the meeting referenced in subsection (b), and provided that the jurisdictional dispute is between and among building and construction trade unions affiliated with a national or international union that is a member of the Building & Construction Trades Department and an Employer who is signatory to this Agreement, then the dispute shall be submitted to, settled and adjusted according to the present Plan established by the Building and Construction Trades Department (Impartial Disputes Board) or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on Employers that are parties to or have adopted this Agreement and on all unions affiliated with a national or international union that is a member of the Building and Construction Trades Department, whether or not parties to this Agreement. This clause shall apply to all jurisdictional disputes involving employers bound by this agreement and affiliated building and construction unions, whether or not such disputes arise in connection with work covered by this Agreement.

(d) In all other occasions involving jurisdictional disputes not covered under Section 2(c) of this Article V, the parties agree that all such jurisdictional disputes shall be resolved by and between the Employer and the Unions involved without referring the same to the National Labor Relations Board and there shall be no strike or lockout with respect to any jurisdictional disputes, if the other unions involved do not agree this section shall be invalid.

ARTICLE VI

UNION RECOGNITION AND SECURITY

Section 1. The Employer hereby recognizes and acknowledges the union as the sole and exclusive bargaining representative of all Employees in the classification for work covered by this Agreement, and schedule attached and made a part hereof, namely Engineers, Lead Engineer, Operating Engineer In-Charge, Steward, Apprentice Engineers, Assistant Engineers, Junior Engineers, Mechanics, Mechanics Helpers, Welders, Welders Helpers and all other skills and crafts, within the jurisdiction of the Union and all persons performing the classes of work covered by this Agreement.

Section 2. It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the 8th day following the execution date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the 8th day following the beginning of such employment become and remain members in good standing in the Union.

Section 3. When the Employer is notified by the Union that an Employee is delinquent in the payment of union dues, and/or for non- payment or failure to tender initiation fees, the Employer agrees to remove the Employee involved. Further, the Employer agrees that when he/she is notified by the Joint Apprenticeship Committee that an apprentice has had his/her agreement respecting apprentice training and employment suspended or revoked, the Employer agrees to remove the apprentice involved.

ARTICLE VII **EMPLOYMENT**

Section 1. The Employer when desiring to employ persons covered under this Agreement in calling upon the Union for a qualified worker shall give all pertinent data with respect to type and location of work at least 48 hours (not including Saturday, Sunday or Holidays) prior to the time such worker is needed so as to afford the Union equal opportunity to recommend competent qualified applicants, it being understood the Employer shall hire whomsoever he/she sees fit.

Section 2. It is further agreed that such Employment shall be under the terms, conditions, and rate of wages provided in this Agreement, which terms, conditions and rate of wages have been arrived at and determined through bona fide collective bargaining between both parties to this Agreement.

Section 3. The Employer agrees that they will not make an individual agreement with an employee to avoid the terms, conditions or rates of wages of this Agreement.

Section 4. No Employee shall be subject to a physical examination, nor be required to complete physical and/or safety questionnaires in order to be employed, without the consent of the Union.

Section 5. There shall be no discrimination because of race, creed, color, sexual orientation or gender.

Section 6. On Saturday, Sunday or Holiday, or day celebrated as such, if an Employee is notified and reports for work, regardless of whether or not his/her services are needed, he/she shall receive the appropriate rate of wages as defined in Articles IX and X. In case an Employee is not

ordered out on a Saturday, Sunday, or Holiday or a day celebrated as such, and his/her engine or machine is operated by another Employee, he/she, as well as the person who operates the engine or machine shall receive the appropriate rate of wages as defined in Articles IX and X. This provision shall not apply in an emergency. For purposes of this Article, an emergency shall be defined as any situation endangering Life, Limb and/or Property.

Section 7. The Employer shall continue during the term of this Agreement any benefit or condition of work more favorable than those contained in this Agreement.

Section 8. The Employer shall pay Employees for the time lost on account of court appearances on the Employer's behalf and for presence at hearings conducted before the Workmen's Compensation Board in connection with said Employer.

Section 9. In so far as maintenance and repair work is concerned the Employer shall not during the term of this Agreement contract or agree to contract or otherwise assign work performed by Employees covered by this Agreement to any other firm, contractor, corporation, partnership, individual or otherwise. It is agreed that Employees covered by this Agreement shall continue to do all types of work heretofore performed by them.

Section 10. Employees ordered out to work by the Employer, and not permitted to work shall be paid eight (8) hours straight time rate Monday through Friday (one day's pay).

Section 11. Employees temporarily laid-off and re-employed within seven (7) calendar days on the same machines on the same project shall be paid for day or days preceding their re-employment.

Section 12. The Union on ten (10) days written notice to the Employer shall have the right to institute a Hiring Hall System in lieu of or in addition to the procedure suggested in Article VII, Section 1 herein. Upon the giving of such notice the Employer and the Union shall meet for the purpose of negotiating the terms, conditions, rules and regulations which shall govern the operation of the Hiring Hall. Any Hiring Hall system shall be drafted to conform to applicable law and decisions of administrative agencies having jurisdiction.

Section 13. New employees are to arrive to the jobsite no later than 15 minutes before designated starting time without pay to complete all documentation requirements subject to employment.

ARTICLE VIII **WORK WEEK**

Section 1. Employees shall be employed on a straight time weekly basis of forty (40) hours consisting of the five (5) week days, Monday through Friday inclusive, except, however, that if a job begins after the start of such, or terminates before the end of such week, then payment shall be upon the basis of actual days worked in that week.

Section 2. **Performance of Work.** The forty (40) hour guarantee remains in effect as relating to layoffs. However, with regard to a weather related day in connection with the performance of work, there is a thirty-four (34) hour guarantee. Two (2) hours of shape time will be allowed for only one (1) day in the work week with a guaranteed eight (8) hours per day for each of the other four (4) days in the work week. In connection with this Section 2, all Employees must report to work each day and no call-ins allowed to cancel work. In the event that work is started, the Employee will be paid eight (8) hours.

(a) Saturday can be used as a make-up day at the Employer's discretion so long as the Employer provides the Business Agent with notice by no later than 3:30 p.m. on the Friday before. The rate of pay for the Saturday make-up day will be at the normal straight time rate of pay. Hours worked beyond eight (8) hours worked, will be paid at the rate of one and one-half time. In the event that the Employee works the weather related make-up day, all benefits will be paid on forty-two (42) hours, with the exception of the annuity contribution which will be capped at forty (40) hours only in the event that the overtime rate of pay must be paid to the operating engineer on the 41st and 42nd hour worked.

Section 3. **All Paving Work.** With regard to weather related days in connection with the performance of all paving work, Employees must report to work each such day and will be guaranteed two (2) hours of shape time. In the event that work is started, the Employee will be paid eight (8) hours. No call-ins allowed to cancel work.

Section 4. **Winter Utility Work.** With regard to weather related days in connection with the performance of utility work defined herein as: electric, gas, sewer, telecommunications and water, performed between the dates of December 15th and March 15th, there is a twenty-eight (28) hour guarantee. Two (2) hours of shape time a day will be allowed on up to two (2) days in the work week with a guaranteed eight (8) hours per day for each of the other three (3) days in the work week. In connection with this Section 4, all Employees must report to work each day and no call-ins allowed to cancel work. In the event that work is started, the Employee will be paid eight (8) hours. This Section 4 shall not apply to utility work performed between the dates of March 16th and December 14th and instead the provisions of Section 1 herein apply.

Section 5. **Municipal Street Scape Work.** With regard to weather related days in connection with the performance of municipal street scape work defined herein as: street scape, water, sewer, sidewalks, curbs, shrubs, small paving, etc., the following provisions shall apply:

(a) Projects Under \$3 million (total aggregate amount of project): There is a twenty-two (22) hour guarantee. Two (2) hours of shape time a day will be allowed on up to three (3) days in the work week with a guaranteed eight (8) hours per day for each of the other two (2)

days in the work week. In connection with this Section, all Employees must report to work each day and no call-ins allowed to cancel work. In the event that work is started, the Employee will be paid eight (8) hours.

(b) Projects From \$3 million and Up To And Including \$5 million (total aggregate amount of project): There is a twenty-eight (28) hour guarantee. Two (2) hours of shape time a day will be allowed on up to two (2) days in the work week with a guaranteed eight (8) hours per day for each of the other three (3) days in the work week. In connection with this Section, all Employees must report to work each day and no call-ins allowed to cancel work. In the event that work is started, the Employee will be paid eight (8) hours.

Section 6. It is hereby mutually understood and agreed that the regular work week will commence on Monday at 7:00 a.m. and terminate on Friday at 3:30 p.m. and that each such working day will constitute eight (8) hours or any part thereof, including Saturday, Sunday and Holidays.

Section 7.

(a) The working hours shall be between the hours of 7:00 a.m. and 12 Noon and 12:30 p.m. and 3:30 p.m. including Saturdays, Sundays and Holidays.

(b) Variable starting time - for all-work performed on asphalt or concrete and the preparation of same the employer may determine a regular starting time between 6:00 a.m. and 9:00 a.m. with notification to the Business Manager. Should project specification or local authority restrict employer from performing earlier a 9 a.m. start will be permitted.

(c) Variable Lunch Time - for all work performed on asphalt or concrete and preparation of the same the employer may designate between 11:30 a.m. and 1:00 p.m. as the lunch start for a period of one-half hour with the approval of the Business Manager. Variable lunch will be permitted as determined by the employer to coordinate with variable starting times, however, at no time shall the lunch start more than five hours after the beginning of the work day.

(d) Irregular Shift - On notice to the Union, Employers on public work projects requiring an irregular shift, can start any time between 5:00 p.m. and Midnight as required by project specification.

Section 8. Overtime hours cannot be used to accumulate guaranteed forty (40) hours.

Section 9. When the Employer desires to work shift work, on a job utilizing three (3) consecutive shifts, it is understood and agreed that the work week for the first shift will commence Monday at 8:00 a.m. and terminate Friday at 4:00 p.m.

Section 10. Whenever a second shift is employed it is also understood and agreed that the work week will commence Monday at 4:00 p.m. and terminate Friday at 12:00 midnight.

Section 11. In the event a third shift is employed, it is understood and agreed that the work week will commence Midnight Sunday and terminate Friday at 8:00 a.m.

Section 12. When working shift work, Employees shall be allowed not less than one-half hour for lunch as part of each eight (8) hour shift and shall be paid for the full eight (8) hours.

Section 13. Four Day Work Week – Upon notification to the Business Manager, the Employer may institute a four day work week, Monday through Thursday with ten (10) hours of work being performed per day. The work day shall consist of ten (10) hours at the straight time hourly rate of pay. The work shift shall include ten (10) hours work, plus one half hour for lunch. This will fulfill the forty hour work week requirement. This ten (10) hour work day clause shall be applied as allowable by law.

ARTICLE IX

OVERTIME

Section 1. Overtime shall consist of all work performed prior to 7:00 a.m. and subsequent to 3:30 p.m. of each work day and Saturday shall be paid at the rate of time and one-half with the exception of being used as a weather related makeup day pursuant to this Agreement. All work performed on Sunday shall be paid for at the rate of double time (two times the rate). Overtime shall also consist of all work performed on holidays or days celebrated as such and defined in this Article IX Section 1 and shall be paid for at the rate as defined in this Article IX Section 1.

Section 2. Any part of an hour worked before 7:00 a.m. or during lunch period (12 noon to 12:30 P.M.) or after 3:30 p.m. shall be considered and paid for in half hour increments and the overtime at the applicable rate as defined in Section 1 of this Article and shall be computed upon wages earned for each such half hour, unless as specified in Article VIII, Section 3.

Section 3. When working an extended period of overtime Employees will be allowed sufficient time for meals and will be paid during this time.

Section 4. Daily production shall be defined to be a minimum of eight (8) hours from 7:00 a.m. to 3:30 p.m.

ARTICLE X

HOLIDAYS

Section 1. The following holidays shall be observed and shall be paid holidays: New Year's Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, November Election Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

(a) If Employees are required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and/or Christmas Day, they shall be paid quadruple time (four times the rate). Paid holidays shall be counted as days worked.

(b) Employees required to work on Lincoln's Birthday, President's Day, November

Election Day, and the day after Thanksgiving shall be paid at double time (two times the rate).

(c) If Employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

Section 2. Whenever a paid holiday falls on Saturday, it is mutually understood and agreed that he/she shall be paid for as such in addition to their weekly compensation. If an Employee works that day they shall be paid at the rate defined in Article IX.

Section 3. Whenever any of the above holidays fall on Sunday they will be observed on the following day and paid for as such. Whenever an Employee works on these days he/she shall be paid at the rate defined in Section 1(a) or (b) of this Article whichever may be appropriate.

Section 4. Whenever any paid holidays fall within a work week the employee shall be paid for such holiday. For the purpose of this paragraph only the term "work week" shall be deemed to commence on Sunday and terminate the following Saturday. The Employer, however, shall not be required to make duplicate holiday payments.

Section 5. When an employee works two (2) days in a work week he/she shall be paid for all holidays in that week. With respect to asphalt work only, if an employee shapes two (2) or more days in a work week, he or she shall be paid for all holidays in that week.

Section 6. The Employer shall not lay-off an Employee for the purpose of avoiding a paid holiday.

ARTICLE XI

WAGES

Section 1. Wages shall be paid weekly in currency, coin or by check on the job where Employees covered by this Agreement are employed at least one (1) hour before quitting time on Employers pay day, in accordance with the weekly rates itemized on the schedule attached hereto and made a part of this Agreement. For an Employer's first offense in failing to honor the standard articulated herein, each affected employee shall be paid two (2) hours at the time and one-half overtime rate. For each and every offense thereafter, each affected employee shall be paid four (4) hours at the time and one-half overtime rate.

Section 2. In the event that payment is to occur on a Friday, payment of wages must be made in cash.

Section 3. Telephone calls are not to be recognized as a legitimate method of lay-off. If the Employer does not pay the Employee's full wages within three (3) days of discharge, he/she shall pay the Employee waiting time up to a maximum of 16 hours at the appropriate overtime rate.

Section 4. If a death occurs in an Employee's immediate family, he /she shall be allowed up to three (3) days off with pay for respect and funeral. He/She shall also be allowed one (1) day off with pay for funeral of a relative. For the purposes of this Agreement, immediate family is defined as the Employee's parents, sisters, brothers, spouse and children. A relative is defined as the Employee's spouse's parents, sisters or brothers. An Employee is only eligible for this benefit if he/she has worked at least twenty (20) calendar days for that employer during the calendar

year. The twenty (20) calendar day requirement shall not apply to crane operators who are primarily employed by a crane vendor.

Section 5. Engineers operating cranes/cherry pickers with booms 100 feet but less than 149 feet in length will be paid an hourly rate \$2.00 higher than that contained in the attached schedule. Engineers operating cranes/cherry pickers with booms 149 feet or over in length will be paid an hourly rate \$3.00 higher than that contained in the attached schedule.

Section 6. Operators of shovels with a capacity over four (4) cubic yards, shall be paid an hourly rate of \$1.00 higher than that contained in the attached schedule. Operators of loaders with a capacity over 5 cubic yards shall be paid an hourly rate \$.50 higher than that contained in the attached schedule.

Section 7. No more than two (2) days wages shall be withheld by the Employer without the prior consent of the Business Manager.

Section 8. It is mutually understood and agreed that in the event any Employee working on Asphalt Classification is requested to report to the Employer's yard before 8:00 A.M. the Employee will be paid traveling time at the rate of time and one-half prior to his/her starting time.

Section 9. Operators of screeds, finishing machines, etc., shall be compensated for all hours worked including time for greasing machine.

ARTICLE XII **WELFARE FUND**

Section 1. It is hereby mutually understood and agreed that commencing March 7, 2011 the Employer shall contribute as agreed and allocated as set forth hereinafter on the Fringe Benefit Schedule of this Agreement. Contributions shall be on all hours paid. Check in payment of said contributions shall be made payable to Local 137 Joint Funds account and shall be delivered to the Local 137 Funds' Office by the 30th day of the following month.

(a) A representative or representatives selected by the Business Manager of the International Union of Operating Engineers, - Local 137, 137A, 137B, 137C, 137R and an equal number of representatives selected by the Associated Contractors of Westchester, Inc., and by any other association with whom the Union has a Collective Bargaining Agreement shall form a Joint Board of Trustees to administer this Welfare Fund. It being understood and agreed that all Employer representatives shall be selected from among those employers having Collective Bargaining Agreements with the Union at the time, and who have an office and a permanent place of business within the territorial jurisdiction of the Union, as the same is set forth in Article II of this Agreement, it being further understood that such Employer Trustee need not be a member of any association. It is further understood that the person actually designated to serve as such Employer Trustee shall be a corporate officer, owner or co-owner of the Employer.

(b) \$.10 per hour to be segregated within the Welfare Fund to fund an Employer Consortium for testing and OSHA requirements.

(c) A third party provider will manage a consortium providing service to signatory

contractors including occupational and industrial medical and compliance services as required by project owners or federal, state or local statute. The Union will have no responsibility to require tests of its members. All records will be maintained at the consortium or by employer as required by law or the project owner contract policy. The parties agree that with the exception of the Welfare Funds' obligation to pay for the service, limited to the balance in the segregated account, the Fund and the Union shall assume no liability in connection with the testing process and the results thereof, and the parties agree to indemnify and hold the Fund and the Union harmless in connection with privacy and confidentiality issues and the services provided pursuant to this Agreement.

ARTICLE XIII **PENSION FUND**

Section 1. It is hereby mutually understood and agreed that commencing March 7, 2011 the Employer shall contribute as agreed and allocate as set forth hereinafter on the Fringe Benefit Schedule. Contributions shall be on all hours paid. Check in payment of said contributions shall be made payable to Local 137 Joint Funds account and shall be delivered to the Local 137 Funds' Office by the 30th day of the following month.

(a) The Trustees selected to administer the Welfare Fund of the International Union of Operating Engineers, Local 137, 137A, 137B, 137C & 137R shall also be selected as Trustees to administer the Pension Fund.

ARTICLE XIV **APPRENTICESHIP, SKILL IMPROVEMENT & SAFETY FUND**

Section 1. It is hereby mutually understood and agreed that commencing March 7, 2011 the Employer shall contribute as agreed and allocate as set forth hereinafter on the Fringe Benefit Schedule. Checks shall be made payable to the Local 137 Joint Funds account, and shall be delivered to the Local 137 Funds' Office by the 30th day of the following month.

(a) A representative or representatives selected by the Business Manager of the International Union of Operating Engineers Local 137, 137A, 137B, 137C & 137R and an equal number of representatives selected by the Construction Industry Council, and by any other Association with whom the Union has a Collective Bargaining Agreement shall form a joint Board of Trustees to administer this Apprenticeship, Skill Improvement and Safety Fund, it being understood and agreed that all Employer representatives shall be selected from among those Employers having collective bargaining agreements with the Union at the time, and who have an office and a permanent place of business within the territorial jurisdiction of the Union, as the same is set forth in Article II of this Agreement, it being further understood that such Employer Trustee need not be a member of any Association. It is further understood that the person actually designated to serve as such employer-trustee shall be a corporate officer, owner, or co-owner of the Employer.

(b) The parties agree to establish a Joint Apprentice and Training Advisory Committee comprising of two (2) representatives of Operating Engineers Local 137 and two (2) representatives of employers designated by the CIC, to meet as needed (but at least twice per year) with Apprenticeship Representative to review and advise on Apprenticeship curriculum and programs.

ARTICLE XV
POLITICAL ACTION COMMITTEE

Section 1. The Employer shall deduct from the wages of each Employee covered by this Agreement sums representing political contributions, provided that at the time of such deduction there is in possession of the Employer a current written authorization, executed by the Employee in the following form:

"I hereby authorize the Employer to deduct from my pay the sum of \$.05 (cents) for each hour worked, not to exceed a maximum of forty (40) hours per week, and to forward that amount to the Local 137 Political Action Committee. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the said Committee are not conditions of membership in the Union or of employment with the Employer and that the said Committee will use the money it received to make political contributions and expenditures in connection with federal, state and/or local elections.

This authorization may be revoked at any time by giving 15 days written notice to the Employer, with a copy to the Local Union."

Section 2. The political contributions provided for hereunder shall be made by a separate check made payable to the Local 137 Political Action Committee and forwarded to the Local 137 Funds' Office by the 30th day of the following month and reported on separate forms provided by the Committee.

ARTICLE XVI
ANNUITY FUND

Section 1. It is hereby mutually understood and agreed that commencing March 7, 2011 the Employer shall contribute as agreed and allocate as set forth hereinafter on the Fringe Benefit Schedule. Check in payment of said contributions shall be made payable to Local 137 Joint Funds account and shall be delivered to the Local 137 Funds' Office by the 30th day of the following month.

(a) The Trustees selected to administer the Welfare Fund of the International Union of Operating Engineers, Local 137, 137A, 137B, 137C & 137R shall also be selected as Trustees to administer the Annuity Fund.

Section 2. Contributions will be limited to forty (40) hours.

ARTICLE XVII **TRUST FUNDS**

The Employer agrees to become signatory to the Trust Agreements as amended establishing the Annuity, Welfare, Pension and Apprenticeship Skill Improvement and Safety Funds of the International Union of Operating Engineers Local 137, 137A, 137B, 137C & 137R, AFL-CIO and said Employer hereby designates as its representatives on the Annuity, Welfare, Pension, Apprenticeship Skill Improvement and Safety Funds of the International Union of Operating Engineers Local 137, 137A, 137B, 137C, 137R, the Trustees selected by the Associated Contractors of Westchester, Inc., and any association with whom the Union has a Collective Bargaining Agreement who are now serving as such, as well as in the future whenever a vacancy occurs. The Trustees of the Trust Funds established shall not be regarded as the agents of the Associations, the Employer or the Union.

ARTICLE XVIII **BONDING**

Section 1. The Employer may be required to provide a Surety Bond to guarantee payment to the Annuity, Pension, Welfare and Apprenticeship Skill Improvement & Safety Funds, which Bond shall identify said Trust Funds as Obligees thereon in the amounts identified hereafter:

- Less than 5 Employees on Site: \$75,000.00;
- Between 5 and 10 Employees on Site: \$100,000.00; or
- Eleven or more Employees on Site: \$150,000.00.

Section 2. Whenever an Employer is in default upon payment to the Welfare, Annuity, Pension, and/or Apprenticeship Skill Improvement and Safety Funds referred to herein, and reasonable notice of such default is given to the Employer, the Union may remove its members from the work of such Employer, all other provisions of this agreement notwithstanding. If such persons as are removed remain on the work-site during the regular working hours, they shall be paid for the lost time not to exceed three (3) days pay.

Section 3. The Trustees of the respective Welfare, Annuity, Pension and Apprenticeship Skill Improvement and Safety Funds and/or their representatives shall have the right on five (5) days written notice to the Employer to examine the pertinent books and records of the Employer for the purpose of ascertaining if the Employer is paying the proper contributions to the Funds.

Section 4. The Trustees of the respective Welfare, Annuity, Pension and Apprenticeship Skill Improvement and Safety Funds may at their discretion, permit the Employer to make monthly contributions to the Welfare, Annuity, Pension and Apprenticeship Skill Improvement and Safety Funds in lieu of weekly contributions.

Section 5. If, as a result of any default on the part of the Employer in the making of any of the

payments required to be made by the Employer pursuant to the provisions of Articles XII, XIII, XIV, XV or XVI of this Agreement, the Trustees of the respective Funds deem it advisable or necessary to commence legal action to enforce collection of any monies due, the Employer shall pay any and all legal fees, attorneys fees and/or court costs, and where necessary to determine the amount due, all auditing and accounting fees.

Section 6. Interest shall be charged at the rate of 10% on delinquent balances.

Section 7. In the event that a judgment for fringe benefit contributions is obtained against an Employer for failure to pay fringe benefit contributions in accordance with the terms and conditions of this Agreement, upon 14 days notice thereof, the Employer must immediately satisfy the entire judgment in full, secure a Surety Bond to guarantee payment of fringe benefit contributions as provided for under Section 1 of this Article, and remain current in the payment of fringe benefit contributions thereafter. In the event that the Employer fails to satisfy these requirements, Local 137 shall remove its members from the work of such Employer.

ARTICLE XIX

COLLECTION OF FRINGE BENEFIT CONTRIBUTIONS

Section 1. If an Employer fails to pay wages or contributions as provided for in Articles XI, XII, XIII, XIV, XV, XVI and XVII when due, said Employer shall be required to pay on any amount adjudged and unpaid, the following damages, in addition, to the contributions or wages owed:

- (a) Interest upon the amount owed in contributions or wages calculated at the annual rate of ten percent;
- (b) Liquidated damages equal to ten percent of the amount owed in contributions or wages;
- (c) Any audit fees incurred by the Trust Funds in calculating an amount owed in contributions or wages;
- (d) Reasonable attorneys' fees incurred by the Trust Funds in any proceeding at law or equity required to compel payment of contributions or wages owed; and
- (e) Costs associated with the commencement of any proceeding at law or equity required to compel payment of contributions or wages owed, including but not limited to court filing fees.

Section 2. In the event that an Employer owing fringe benefit contributions becomes defunct, any new corporation with the same principal ownership and control shall be restricted from signing this Agreement until such time as said new corporation satisfies in full the fringe benefit deficiency of the defunct Employer. Principal ownership and control shall include, but be not limited to alter ego companies, double breasted companies and any other companies that a principal owner has or had a financial interest in.

ARTICLE XX
LABOR MANAGEMENT COMMITTEE

A Labor Management Committee composed of representatives from the Construction Industry Council and the Union shall be established and shall meet on a regular basis to (1) promote harmonious relations among the Employers and the Union; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; (3) protect the public interests; (4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and (5) discuss such other matters as may be desirable or necessary between the parties to further their mutual interests.

ARTICLE XXI
MOST FAVORED NATIONS

Section 1. In the absence of approval by the Construction Industry Council, should the Union knowingly allow its members to work for a competitor of the Employer for wages and/or fringe benefits less than the amount set forth in this Agreement, or under conditions of work or manning less favorable than those established in this agreement; then the wages, benefits and working conditions contained herein shall upon reasonable notice by the Association to the Union, be deemed changed to conform to the more favorable conditions permitted by the Union.

Section 2. This clause shall not apply to isolated emergency situations which may occur from time to time under unusual job conditions or when a special project agreement is established and made available to all signatory employers prior to bid.

Section 3. In its attempts to organized non-union contractors, the Union may on occasion request from the Construction Industry Council, its consent to afford the Union the opportunity to adjust certain work rules (not including wages or benefits) for a period of time not to exceed one (1) month with a contractor it is organizing without violating the terms and conditions of this Article XXI. The consent of the Construction Industry Council under these circumstances shall not be unreasonably withheld.

ARTICLE XXII
STEWARDS

Section 1. The Employer recognizes the right of the Union to have Business Representatives, at their discretion, designate Stewards, and working conditions and hours shall not be less than the conditions of the Stewards of any other trade on that job. A Steward shall be the first Operating Engineer employed on the job and the last Operating Engineer to be laid off.

Section 2. He/She shall be given reasonable time to perform the duties assigned by the Union.

Section 3. The Stewards duties include the following:

- Examination of dues books of all Employees to determine their good standing as provided herein.
- Reporting violations and/or grievances to the Business Representative at once.

Section 4. The Steward shall not be discriminated against for enforcing the terms of this

Agreement or of the rights of any Employee or the Union.

Section 5. The Employer will submit to the Steward weekly a report of the number of hours worked and the wages paid to each of the men/women covered by this Agreement. Such report shall also be submitted to the Administrator of Welfare, Pension and Annuity on a weekly basis.

Section 6. The Steward shall be the last person off the job at the discretion of the Business Representative, and he/she shall not be discharged without the consent of the Union.

Section 7. Business Representatives, and authorized representatives of the Union, or the Welfare, Pension, Annuity and/or Apprenticeship Skill Improvement and Safety Funds shall have access to the work at all times during working hours.

ARTICLE XXIII

LEAD ENGINEER and OPERATING ENGINEER IN-CHARGE

Section 1. **LEAD ENGINEER.** It is agreed that on or after March 21, 2011, on projects bid from \$15 million up to and including \$60 million (aggregate amount of project), a Lead Engineer will be employed as the first operating engineer on the job site and continuously employed in accordance with the following:

- (a) The General Contractor shall be responsible for the employment of the Lead Engineer.
- (b) The Lead Engineer will be required to operate equipment.
- (c) From 6:30 a.m. until 7:00 a.m., and from 12:00 p.m. until 12:30 p.m., the Lead Engineer will be available to the other Local 137 Operating Engineers employed on the job site and allowed to attend to Union business. From 7:00 a.m. through 12:00 p.m. and from 12:30 p.m. to the end of his/her work day, the Lead Engineer will operate equipment.
- (d) The Lead Engineer's normal work week will be 40 hours at straight time and 5 hours at the time and a half O.T. rate of pay.
- (e) The Lead Engineer shall be guaranteed 45 hours (40 hours at straight time and 5 hours at the time and a half O.T. rate of pay) per week.
- (f) The Lead Engineer shall be the last Operating Engineer on the job, provided that he/she is proficient in the operation of the last piece of equipment necessary to complete the job.

Section 2. **OPERATING ENGINEER IN-CHARGE.** It is agreed that on or after March 21, 2011, on projects bid more than \$60 million (aggregate amount of project), an Operating Engineer In-Charge ("OEIC") will be employed as the first operating engineer on the job site and continuously employed in accordance with the following:

- (a) The General Contractor shall be responsible for the employment of the OEIC.
- (b) The OEIC will not be required to operate any equipment so that he/she may attend to his/her duties.
- (c) The OEIC's normal work week will be 40 hours at straight time and 10 hours at the time and a half O.T. rate of pay.
- (d) The OEIC shall be guaranteed 50 hours (40 hours at straight time and 10 hours at the time and a half O.T. rate of pay) per week.
- (e) The OEIC will be provided with office space, telephone access and on-site transportation.
- (f) The OEIC will be allowed to cover miscellaneous equipment under the Union's jurisdiction as agreed to by the Business Manager and the Employer at the Pre-job Meeting. The

OEIC will not be allowed to cover more than one (1) piece of equipment at any one time.

(g) The OEIC shall be employed until the work on the project is 85% completed.

Section 3. The Business Manager shall have the authority to appoint, replace and/or remove a Lead Engineer or OEIC for any nondiscriminatory reason, upon written notice from the Business Manager to the Employer.

ARTICLE XXIV

SAFETY AND SUBSTANCE ABUSE TESTING

Section 1. It is hereby mutually agreed that both parties to this Agreement will jointly arrange for Safety Meetings from time-to-time during working hours for the purpose of preventing accidents.

Section 2. Employees while on the job shall be protected by the Employer from falling material, inclement weather and/or anything detrimental to life or health.

Section 3. The Employees shall not be required to operate unsafe or defective operating equipment and they shall continue to be employed while the equipment is being repaired and made safe. All legal safety requirements of Federal, State or Local Law will be complied with at all times.

Section 4. The Employer shall supply hard hats, goggles, rain-gear and boots when required. A first aid kit shall be provided and kept available for use at all times on the job.

Section 5. Under no circumstances will an Employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment. No crane will be equipped with more boom and/or counterweight, nor with any equipment or attachments not specifically recommended, unless approved by the Safety Inspector of the New York State Department of Labor, or any other governmental authority having jurisdiction. All machines will have enclosed cabs and/or curtains, seat belts, roll bars, standard equipment heaters and the appropriate fans (summer or winter).

Section 6. **Safety Training.** The Employer, in compliance with Federal Law, shall furnish to each Employee, employment free from recognized (known) hazards. Further, the Employer shall comply with all occupational safety and health standards promulgated under such law. Consistent herewith, the Union or its Officers, Employees, or Business Representatives shall not be liable for any work related injuries, disabilities or diseases which may be incurred by Employees. In this Agreement the Union, through its Committees, Officers, Employees and Business Representatives, has been accorded certain participatory rights relating to safety and health. However, it is not the intention of the parties that these provisions or the Union's exercise of its rights hereunder shall in any way diminish the Employer's exclusive responsibility for the safety and health of its' Employees. The Employer and the Union will cooperate toward the objective of eliminating accidents and health hazards.

The Union and the Employer will prepare safety code, substance abuse rules and regulations in booklet form which will be distributed to all Employees and to which Employees will adhere. An Employee who violates the safety code shall receive a warning notice for the first violation.

An Employee will be suspended for two (2) days without pay for second violation. An Employee shall be subject to the grievance procedure for the third or any subsequent violation of the safety code.

Section 7. **Substance Abuse Testing.** The Employer and the Union affirm that construction jobsites subject to this agreement must be alcohol and drug free.

Alcoholism and drug dependency are recognized by medical, public health authorities, the Employers and the Union as diseases. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and the violation of safety rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do a conscientious job. This combination of factors is recognized as having a potentially damaging effect in the American Construction Industry and it endangers the job security of the worker and the safety and well being of everyone at the jobsite.

The Employer and the Union further agree to the establishment of a Drug and Alcohol policy and the program which will provide for testing of current employees, pre-employment testing and random testing to deal cooperatively and constructively with the problem of substance abuse among employees' represented by the Union.

To this end the Employers and Union have agreed to adopt a policy and program which involves the appropriate means for identifying those persons with drug and alcohol problems and the appropriate measures to be taken when these problems are identified. The adopted policy and program is a part of this agreement.

ARTICLE XXV

BUILDING CONSTRUCTION WORK

It is hereby agreed that Building Construction Work, is a specialized branch of contracting work separate and distinct from Engineering, Heavy and Highway Construction. Whenever the Employer engages in Building Construction Work, the parties agree to be bound by the terms of the Agreements and any amendments thereto entered into by and between the Building Contractors Association of Westchester & The Mid-Hudson Region and the International Union of Operating Engineers Local 137, 137A, 137B, 137C & 137R.

ARTICLE XXVI
MATERIAL YARDS, SAND AND GRAVEL PLANTS AND QUARRIES

It is hereby agreed that material yards and gravel plants, concrete and asphalt plants and quarries are a specialized branch of contracting work separate and distinct from engineering, heaving and highway construction. This Agreement is for engineering, heavy and highway construction work. Whenever the Employer engages in material yard, sand and gravel and/or quarry work, asphalt and concrete plants the parties agree to be bound by the terms of the Agreement respecting any such work of the International Union of Operating Engineers Local 137, 137A, 137B, 137C & 137R in effect at the time.

ARTICLE XXVII
BRIDGES AND TUNNELS

It is hereby agreed that the construction of Bridges and Tunnels are a specialized branch of contracting work separate and distinct from Engineering, Heavy and Highway construction. This Agreement is for Engineering, Heavy and Highway Construction work. Whenever the employer engages in Bridge or Tunnel Construction work the parties agree to be bound by the terms of the Agreement respecting any such work of the International Union of Operating Engineers Local 137, 137A, 137B, 137C & 137R in effect at the time. For the purposes of this Article, however, the term "Bridges" shall not include the construction of such overpasses as are incidental to the construction, alteration or maintenance of roads and highways, but shall include railroad bridges.

ARTICLE XXVIII
GRIEVANCE & ARBITRATION PROCEDURE

Section 1. There shall be no stoppage of work either by strike or lockout because of any complaints, grievances or disputes arising out of the meaning and application of this Agreement. All such matters shall be adjusted between the representatives of the Employer and the Business Representative of the Union. Should the parties be unable to adjust the grievances satisfactorily, and a question as to the meaning and application of the Agreement is involved, then the matter may be submitted to an Arbitration Board upon written request to the aggrieved party. The Arbitration Board shall be composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union and shall meet within 48 hours of grievance notification.

Section 2. Should the Arbitration Board fail to reach a decision, within three (3) business days from the date of the Board's decision, the party invoking the grievance procedure shall notify the American Arbitration Association immediately to appoint an arbitrator under AAA's expedited arbitration procedures. The decision of the arbitrator shall be final and binding upon both parties and may be entered as a final decree or judgment in the Supreme Court of the State of New York or in a court of appropriate jurisdiction in any state where such decision shall be rendered. The costs of the arbitration, including the arbitrator's fee, shall be borne equally by the Employer and the Union. Service of any document or notice referred to herein or service of any notice required by law in connection with the arbitration proceeding may be made by facsimile or email along with confirmation thereof by Overnight Mail Delivery. Service upon the Employer shall be made upon the individual Employer to the dispute along with the Construction Industry Council.

Section 3. This Article is not, in any manner, meant to prohibit or restrict the Union's right to

strike or withhold services upon the expiration of this Agreement.

Section 4. No employee shall have the right to institute any action, arbitration or proceeding under this Agreement.

Section 5. Non payment of wages or contributions owed to the Local 137 Trust Funds as identified in this Agreement are not subject to arbitration. Issues of employee health and safety which could result in serious on the job worker injury must be addressed immediately. Discharge will be only for just cause.

ARTICLE XXIX

SUB-CONTRACTING

Section 1. The Employer agrees that neither they nor any of their subcontractors on the job site will subcontract any work of the type covered by this Agreement to be done at the site of construction except to a person, firm or corporation, party to or signatory to an appropriate current labor agreement with this Local Union, provided that nothing herein shall apply in any case where the Employer is required by federal, state or municipal law, or by the terms of any contract, grant, award or invitation to bid issued there under, to employ, contract with or subcontract to minority enterprises or persons.

Section 2. A sub-contractor is designated as any person, firm, partnership, self-employed person or corporation who agrees under contract, oral or written with the Employer or their sub-contractor to perform any part or portion of the work covered by this Agreement including the operation of equipment, performance of labor and installation of materials.

Section 3.

(a) The Employer shall be responsible and liable for the payment of all sums of money required by any of the terms of this agreement incurred by any subcontractor arising out of the work performed by the subcontractor for the employer, provided, however, there is compliance with subdivision (c) hereunder.

(b) Employer agrees to notify the Administrator, in writing, of the several Fringe Benefit Funds, of the identity (including full and correct office and post-office address) of any and all subcontractors on any job or project.

(c) The Administrator of said Funds shall notify the Employer, in writing, no later than 90 calendar days after the date on which the said subcontractor should have made payment to said Funds or the Union by any/or all subcontractors used by the Employer. Such notice by said Administrator shall constitute notice by all.

(d) If the said Administrator shall have failed to notify the Employer within the specified time limitations specified in sub- paragraph (c) hereof, the Employer shall be relieved of liability for the Sub-contractor's delinquent payments to the applicable Fund for the period of delinquency prior to notification.

Section 4. An owner of equipment renting his/her machine to a contractor or employee shall be governed by the terms and conditions of this Agreement. An Employer when placing his/her equipment out on rental or leasing equipment from an owner of equipment or another Employer

agrees to be responsible for the wages - all fringe benefits and working conditions of Employees operating said equipment. Excluded from this Section 4 is a “bare rental”, equipment rented without an operator.

ARTICLE XXX **WORK RULES**

Rule 1. When Employees are required to move equipment over the highway, from the job, back to a yard or to another job, they shall be provided transportation back to the starting point and shall be paid the appropriate overtime rate until transported to starting point for all time in excess of the work day for that classification.

Rule 2. Whenever a machine or piece of equipment is shut down by the Employer on a particular job site, for reason other than that the job site is completed, a resumption of the use of said machine or piece of equipment will be interrupted for seven (7) calendar days; it being the intent of the parties hereto that the provisions of Article VII, Section 11, particular to this trade shall in all respects apply.

Rule 3. As soon as the job starts there shall be clean toilets maintained by the Employer and cold drinking water available at all times.

Rule 4. When material is being drawn from an on-site plant, whether before 6:00 a.m., during lunch period or after 3:30 p.m., the Employee filling the hoppers of the plant and the plant operators will be employed.

Rule 5. Mechanics shall not be required to own or furnish tools over one inch and a quarter in size or over one- half inch drive. Any and all tools over and above this size shall be furnished by the contractor. Power tools shall also be furnished by the contractor as required. This condition is intended to put all mechanics on an equal basis. If the Employer requires the Mechanic to provide his own tools, any tools that may be lost, stolen or damaged on the job will be replaced or compensated for by the Employer.

Rule 6. Where the Employer obtains power from a permanent plant, i.e., steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools, or for the purpose of furnishing temporary heat for the heating of materials, or to heat building under course of construction or used in the construction of new buildings, additions, alterations or repairs thereto: Employees covered hereunder shall man and operate such permanent plant from which source of power is supplied. In the event that the Employer is unable to arrange this, Engineers shall man all valve or other outlets of such source of power as is used by the Employer and shall be paid the rate of wages applicable to the classifications of work in which he/she is employed.

Rule 7. In the event that any toll charges are involved during the course of the work day, or if the employee is asked to travel outside of this contracts geographical jurisdiction, it is understood and agreed that the employee will be reimbursed for tolls by the employer.

Rule 8. All power driven machines, regardless of power and regardless of the source of power, shall be operated by an Engineer if such work falls under Local 137's jurisdiction.

Rule 9. Well Point Systems shall be manned, maintained, fitted, installed, dismantled, loaded and

unloaded by Operating Engineers.

Rule 10. On all temporary heating operations falling under the jurisdiction of the Operating Engineers and continuous pumping operations working seven (7) days per week, twenty-four (24) hours per day, four (4) Engineers shall be employed, and each Engineer shall work six (6) hours per day. They shall receive the appropriate overtime rate as defined in Article IX for all hours worked in excess of thirty (30) hours per week.

Rule 11. An Engineer will be employed on all piney or tower cranes to assist the Engineer operating the crane.

Rule 12. An Engineer will be employed on all batch plants to assist in the operation of the plant, and to make repairs.

Rule 13. Hoisting of materials, passengers and/or equipment regardless of the method employed except when hoisted by hand-power shall require the employment of an Engineer.

Rule 14. At the employer's discretion a repair and maintenance shop may be erected on all jobsites employing a Lead Engineer / OEIC Mechanic and shall have a concrete floor, electric lights and adequate heat.

Rule 15. Engineers shall operate all road brooms or sweepers, except for towed units.

Rule 16. If the Employer decides to employ stock-room person, the applicant will be a member of Local 137.

Rule 17. There shall be a ten-minute coffee break each day.

Rule 18. Under no circumstances will scrapers and similar machines be operated at a speed in excess of 25 miles per hour - and then only if the haul road is properly maintained by patrol graders.

Rule 19. Whenever a Batch Plant or Central Mix Plant for concrete or asphalt only is located on a job the same shall be manned by one Operating Engineer on the plant.

Rule 20. An Engineer will be employed on all polyethylene pipe fusion machines and similar equipment at employer's discretion.

Rule 21. All snow removal operators will be covered under the terms and conditions of the Heavy & Highway Agreement.

Rule 22. Hazardous/Toxic Waste Sites

- (1) All Toxic/Hazardous waste will be subject to all safety regulations and insurance by the appropriate governmental agencies.
- (2) On Hazardous/Toxic Waste or Asbestos jobs where Hazmat or Asbestos Certification is required, an additional \$1.00 per hour will be applied to the appropriate wage schedule.

- (3) On Hazardous/Toxic Waste removal work, on a State or Federally designated Hazardous/Toxic waste site, or where the Operating Engineer is in contact with Hazardous/Toxic material and when any combination of personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional 20% of the wage schedule. Fringe Benefits will be paid on the Contractual hourly rate.

Rule 23. No Docking for reasonable amount of Union work performed by any of the following: Lead Engineer, Operating Engineer In-Charge, Steward or Executive Board member of Union for the purpose of performing union business.

Rule 24. Equipment which does not require constant operation by an operating engineer shall not be manned. In the event the Employer desires or is required by agency specification to man this equipment, it shall be the work of an Operating Engineer. The maintenance and repair of the type of equipment described in this Rule 24 shall be the work of an Operating Engineer and includes but is not limited to heaters, compressors, pumps, welding machines, dust collectors, light plants, generators and all portable electric light plants (up to four (4) within 100 feet).

Rule 25. Portable Crushers shall be operated by an apprentice operating engineer.

ARTICLE XXXI

MANNING REQUIREMENTS

Section 1. Pilot/Assistant Engineer

The Pilot/Assistant Engineer will pilot and service truck cranes, gradalls and similar two-seated, rubber tired, production equipment. These employees will service and maintain the equipment, as directed by the employer.

Section 2. All greasing of equipment will be performed by the Engineer and all work will be paid for at applicable rate.

ARTICLE XXXII
MISCELLANEOUS

Section 1. This Agreement and all its terms and provisions are based on an effort and in the spirit to bring out more equitable conditions in the construction industry, and the language herein shall not be construed as evading the principles or intentions of this Agreement.

Section 2. It is mutually understood and agreed that this Agreement in its entirety supersedes any previous or existing agreement heretofore.

Section 3. It is further mutually understood and agreed that this Agreement shall apply to all persons covered under this Agreement at the Contractors' permanent and temporary shop, garage, base of operation and job site.

Section 4. When Employer desires same to be done on the job this Agreement shall cover the fitting up, dismantling, repairing and maintaining and operating of machinery and plants. It shall cover all maintenance and mechanic work. If equipment is taken off the job site to be repaired it is mutually agreed that the repairing will be done by Employees of the Employer covered under this Agreement or to a Union Shop approved by Local 137 or a Shop under Contract with the International Union of Operating Engineers. Notwithstanding the above language, the Employer may refer maintenance or mechanic work to a nonsignatory dealership or manufacturer of the equipment in question only where said dealership or manufacturer will not release the software necessary for the repair of the equipment in question, or warranty work on leased or rental equipment.

Section 5. This Agreement shall be applicable to and binding upon any successor or assigns of the Employer that may engage in the operation covered under the terms hereof.

Section 6. This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so after being notified by or confirming with the BCTC that the assistance in question has been sanctioned.

Section 7. It is mutually agreed that the manning requirements and wage rates on equipment new to this area and/or not listed in this Agreement that would come under the jurisdiction of the International Union of Operating Engineers shall be subject to negotiations between the Union and the Construction Industry Council.

Section 8. It is further mutually understood and agreed that in the event of any alleged violation of this Agreement, there shall be no liability on the part of the International Union, Local Union, Employer, or any of their officers, representatives or their members.

Section 9. It shall not be a breach of this contract or cause for discharge or other discipline for any Employee to refuse to cross a valid picket line.

Section 10. The Employer by virtue of signing this Agreement agrees that Employees covered under this Agreement shall be held harmless for accidents that occur in the course of employment. Further, the Employer shall assume all costs, legal and otherwise, in connection therewith.

Section 11. If the Union requests a pre-job conference prior to commencement of work, it shall be held. Refusal by the Employer to attend this conference shall be a violation of this Agreement not subject to arbitration.

Section 12. During a work shift, an Employer may jump an operating engineer no more than three (3) times per day.

ARTICLE XXXIII

VALIDITY

Any provision of the Agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of the Agreement shall continue to be in full force and effect except as provided herein. In the event that the Union Security Provisions are invalid as a matter of law, either party to this Agreement may elect to re-open this Agreement for the purpose of negotiating a new Union Security Provision.

ARTICLE XXXIV

CHECK-OFF

The Employer shall deduct from the wages of all Employees covered by this Agreement and who have signed and delivered to the Employer proper legal authorization for such deductions for the sums representing Supplemental Union dues of \$1.25 per hour on all hours worked. The wage rates shown in the Agreement include the Dues Check-Off.

Said sums shall be payable to the Local Union as supplemental dues on behalf of the members of Local 137, 137A, 137B, 137C & 137R and supplemental service charges on behalf of non-members and reported on forms provided for that purpose. Said forms shall contain the necessary information and details of these deductions and hours worked by Employees covered by this Agreement, as may be required. Such reports and payments shall be made weekly.

ARTICLE XXXV

INDUSTRY ADVANCEMENT FUND

Section 1. The Heavy Construction Industry Advancement Fund, also known as the Construction Industry Council of Westchester and Hudson Valley, Inc., hereinafter referred to as the "IAF" has been established for the purpose of promoting industry advancement programs to improve conditions in the industry.

Section 2. Effective March 3, 2008 all Employers bound by the terms of the Collective Bargaining Agreement shall contribute to the Industry Advancement Fund an amount equal to \$.35 per hour not to exceed a maximum of forty (40) hours per week worked by all Employees covered by this Agreement. The contributions required hereunder shall be made weekly and reported on the same forms used for the Dues Check Off and forwarded by separate check made payable to the Industry Advancement Fund. There shall be no commingling of this check with

funds of the Union or with the fringe benefit funds. All monies received by the Union for the Industry Advancement Fund are to be treated as trust funds and shall be immediately remitted to the Industry Advancement Fund upon receipt by the Union.

Section 3. The Union shall have no control over the utilization of the Industry Advancement Fund, but will be consulted as to suggestions for the advancement of the Industry.

ARTICLE XXXVI **DOUBLE BREASTED**

Section 1. In order to protect and preserve, for the Employees covered by this Agreement, all work heretofore performed by them; to protect the benefits to which Employees are entitled under this Agreement; and to prevent any device or subterfuge to avoid the protection and preservation of such work and benefits, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, within the geographical area of this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2. A charge of a violation of Section 1 of this Article may be filed by the Union and/or the Trustees of any of the trust funds provided for in this Agreement, and shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XXVIII of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article XXVIII, is empowered at the request of the Union and/or the Trustees of the joint trust funds, to require an Employer to (1) pay to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such Employees as a result of the violations, and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section; nor does it make the same or other remedies unavailable to the Union for violations of other sections or other articles of this Agreement. A complaint alleging a violation of Section 1 of this Article may also be filed by the Union and/or the Trustees of the Funds in the United States District Court for the Southern District of New York.

ARTICLE XXXVII
PRIVATE RESIDENTIAL & PRIVATE COMMERCIAL – SITE WORK ONLY

Section 1. This Article XXXV only applies to private residential and private commercial projects where the aggregate amount of site work is \$8 million or less.

Section 2. Group I and Group V-A equipment is exempt from the Operating Engineers Wage Schedule B (Private Residential & Private Commercial) and instead such Operators will be paid in accordance with the Operating Engineers Wage Schedule attached hereto.

Section 3. At the Employer's discretion, a Four Day Work Week may be worked so long as the provisions identified in Article VIII, Section 13 are adhered to.

Section 4. With regard to weather related days between the dates of December 15th and March 15th, there is a twenty-eight (28) hour guarantee. Two (2) hours of shape time a day will be allowed on up to two (2) days in the work week with a guaranteed eight (8) hours per day for each of the other three (3) days in the work week. In connection with this Section 4, all Employees must report to work each day and no call-ins allowed to cancel work.

OPERATING ENGINEERS WAGE SCHEDULE

<u>GROUP I</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$51.11 per hour	\$52.23 per hour	\$53.38 per hour
BOOM TRUCK			
CHERRY PICKER			
CLAMSHELL			
CRANE, (CRAWLER, TRUCK)			
DRAGLINE			
DRILL RIG CASA GRANDE, CAT OR SIMILAR			
FLOATING CRANE (CRANE ON BARGES) under 100 Tons			
*GIN POLE			
*HOIST ENGINEER-CONCRETE (CRANE-DERRICK-MINE HOIST)			
*KNUCKLE BOOM CRANE			
ROUGH TERRAIN CRANE			

*If Licensing is needed, it will be manned by an Operating Engineer.

<u>GROUP I-A</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$45.17 per hour	\$46.17 per hour	\$47.17 per hour
AUGER (TRUCK OR TRUCK MOUNTED)			
BOAT CAPTAIN			
BULL DOZER – ALL SIZES			
CENTRAL MIX PLANT OPERATOR			
CERTIFIED WELDER – CON ED EQUAL OR D.O.T.			
CHIPPER – ALL TYPES			
CLOSE CIRCUIT TV			
COMBINATION LOADER/BACKHOE			
COMPACTOR WITH BLADE			
CONCRETE FINISHING MACHINE			
GRADALL			
GRADER – (MOTOR GRADER)			
ELEVATOR & CAGE, MATERIALS OR PASSENGER			
EXCAVATOR AND ALL ATTACHMENTS			
FRONT END LOADER – 1 ½ YARDS AND OVER			
HIGH LIFT LULL AND SIMILAR			
HOIST SINGLE, DOUBLE, TRIPLE DRUM			
HOIST PORTABLE MOBILE UNIT			
HOIST ENGINEER – MATERIAL			
JACK AND BORE MACHINE			
LOG SKIDDERS			
MILL MACHINES			
MOVABLE CONCRETE BARRIER TRANSFER & TRANSPORT VEHICLE			
MUKING MACHINES			
OVERHEAD CRANE			
PAVER (CONCRETE)			

<u>GROUP I-A (con't)</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$45.17 per hour	\$46.17 per hour	\$47.17 per hour
POST POUNDER OF ANY TYPE			

PUSH CATS
ROAD RECLAIMER
ROBOT HAMMER (BROCK OR SIMILAR)
ROBOTIC EQUIPMENT (SCOPE OF ENGINEER SCHEDULE)
ROSS CARRIER AND SIMILAR MACHINE
SCRAPERS – 20 YARDS STRUCK AND OVER
SIDE BOOM
SLIP FORM MACHINE
SPREADER (ASPHALT)
TRENCHING MACHINE, TELEPHIES-VERMEER CONCRETE SAW
TRACTOR TYPE DEMOLITION EQUIPMENT

<u>GROUP I-B</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$46.76 per hour	\$48.19 per hour	\$49.65 per hour

ASPHALT MOBIL CONVEYOR/TRANSFER MACHINE
ROAD PAVER: ASPHALT

<u>GROUP II-A</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$43.30 per hour	\$44.26 per hour	\$45.21 per hour

BALLAST REGULATORS
COMPACTOR (SELF PROPELLED)
FUSION MACHINE
RAIL ANCHOR MACHINES
ROLLER (4 TON & OVER)
SCRAPERS – 20 YARD STRUCK & UNDER
SHOP FOREMAN
VIBRATORY ROLLER (RIDING)
WELDER (NON CERTIFIED)

<u>GROUP II-B</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$44.62 per hour	\$45.61 per hour	\$46.60 per hour

MECHANIC (OUTSIDE) ALL TYPES
SHOP MECHANIC

<u>GROUP III</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$42.56 per hour	\$43.50 per hour	\$44.44 per hour

AIR TRACK DRILL
ASPHALT PLANT
BATCH PLANT
BOILER (HIGH PRESSURE)
CONCRETE BREAKER – TRACK OR RUBBER TIRE
CONCRETE PUMP
CONCRETE SPREADER

<u>GROUP III (con't)</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$42.56 per hour	\$43.50 per hour	\$44.44 per hour

EXCAVATOR DRILL
FARM TRACTOR
FORKLIFT (ALL TYPES OF POWER)
GAS TAPPING (LIVE)

HYDROSEEDER
 LOADER (1 ½ YARDS & UNDER)
 LOCOMOTIVE (ALL SIZES)
 MACHINE PULLING SHEEPS FOOT ROLLER
 SWEEPER WITH A SEAT
 PORTABLE ASPHALT PLANT
 PORTABLE BATCH PLANT
 PORTABLE CRUSHER (apprentice)
 POWERHOUSE PLANT
 ROLLER (UNDER 4 TON)
 SKIDSTEER/BOBCAT
 SHEER EXCAVATOR
 STONE CRUSHER
 WELL DRILLING MACHINE

<u>GROUP IV-A</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$38.77 per hour	\$39.64 per hour	\$40.48 per hour
SERVICE PERSON (GREASE TRUCK)			

<u>GROUP IV-B</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$33.42 per hour	\$34.19 per hour	\$34.89 per hour

*CONVEYER BELT MACHINE (TRUCK MOUNTED)
 *HEATER (ALL TYPES)
 *LIGHTING UNIT (PORTABLE)
 MECHANICS HELPER
 PILOT/ASST. ENGINEER/2 SEATED
 PUMP (FIREPROOFING)
 *PUMPS/PUMP STATION/WATER/SEWAR/GYPSUM/PLASTER ETC.
 *PUMP TRUCK (SEWAR JET OR SIMILAR)
 STOCKROOM ATTENDANT
 *WELDING MACHINE (STEEL ERECTION)
 *WELLPOINT SYSTEM
 WELDERS HELPER

*In the event that Rule 24 Equipment needs to be manned, such equipment shall be manned by an Operating Engineer.

<u>GROUP V-A</u>	March 7, 2011	March 5, 2012	March 4, 2013
LEAD ENGINEER	\$47.78	\$48.83	\$49.89
OPERATING ENGINEER			
IN-CHARGE	\$47.78	\$48.83	\$49.89
ALL TOWER CRANES	\$57.77	\$59.02	\$60.34
ALL CLIMBING CRANES	\$57.77	\$59.02	\$60.34

And all cranes of 100 ton capacity or greater
 (3900 Manitowac or similar) irrespective of

manufacturer and regardless of how the same is rigged.

ENGINEER/PILE DRIVER	\$55.08	\$56.68	\$58.30
HOIST ENGINEER- STEEL-SUBSTRUCTURE	\$51.65	\$53.17	\$54.73
JERSEY SPREADER/ PAVEMENT BREAKER/ POST HOLE DIGGER	\$43.48	\$44.85	\$46.24

SHIFT DIFFERENTIAL:

- 2nd, 3rd or irregular shift 15% over the rate listed in Wage Schedule for all Classifications.
- NOTE: PREMIUM PAY 15% ON STRAIGHT TIME HOURS FOR NEW YORK STATE D.O.T. AND OTHER GOVERNMENT MANDATED OFF-SHIFT WORK.
- NOTE: EFFECTIVE JULY 1, 2008 ALL JOBS BID FOR NEW YORK STATE D.O.T. AND OTHER GOVERNMENT MANDATED WORK , OFF-SHIFT PREMIUM PAY 15% ON ALL HOURS PAID, INCLUDING OVERTIME HOURS.

This provision shall also apply to all other off-shift work covered under this Agreement.

MISCELLANEOUS:

- Operators of Cranes (Crawler, Truck, Hydraulic or Cherry Picker) 100 foot but less than 149 feet: \$2.00 per hour over the rate listed in the Wage Schedule.
- Operators of Cranes (Crawler, Truck, Hydraulic or Cherry Picker) 149 feet and over: \$3.00 per hour over the rate listed in the Wage Schedule.
- Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule.
- Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

FRINGE BENEFITS SCHEDULE

WELFARE:

Effective:	3/7/2011	\$11.65	per hr. on all hours paid.
Effective:	3/5/2012	\$12.00	per hr. on all hours paid.
Effective:	3/4/2013	\$12.43	per hr. on all hours paid.

PENSION:

Effective:	3/7/2011	\$ 4.37	per hr. on all hours paid.
Effective:	3/5/2012	\$ 4.37	per hr. on all hours paid.
Effective:	3/4/2013	\$ 4.37	per hr. on all hours paid.

APPRENTICESHIP

FUND:

Effective:	3/7/2011	\$ 0.70	per hr. on all hours worked
Effective:	3/5/2012	\$ 0.75	per hr. on all hours worked
Effective:	3/4/2013	\$ 0.75	per hr. on all hours worked

ANNUITY FUND:

Effective:	3/7/2011	\$ 7.65	limited to 40 hours
Effective:	3/5/2012	\$ 7.65	limited to 40 hours
Effective:	3/4/2013	\$ 8.00	limited to 40 hours

SUPPLEMENTAL DUES:

Effective:	3/7/2011	\$ 1.25	Deduct from Wages \$1.25 per hr on all hrs worked
Effective:	3/5/2012	\$ 1.25	Deduct from Wages \$1.25 per hr on all hrs worked
Effective:	3/4/2013	\$ 1.25	Deduct from Wages \$1.25 per hr on all hrs worked

I.A.F. FUND:

Effective:	3/7/2011	\$.35	limited to 40 hours
Effective:	3/5/2012	\$.35	limited to 40 hours
Effective:	3/4/2013	\$.35	limited to 40 hours

PAC FUND:

Effective:	3/7/2011	\$.05	Deduct from Wages \$0.05 per hr on all hrs worked
Effective:	3/5/2012	\$.05	Deduct from Wages \$0.05 per hr on all hrs worked
Effective:	3/4/2013	\$.05	Deduct from Wages \$0.05 per hr on all hrs worked

APPRENTICE WAGE SCHEDULE

	3/7/2011	3/5/2012	3/4/2013
operator wages:	\$42.56/hour	\$43.50/hour	\$44.44/hour
1st year Apprentice			
50% of above rate			
per hr.	\$21.28	\$21.75	\$22.22
2nd year Apprentice			
60% of above rate			
per hr.	\$25.54	\$26.10	\$26.66
3rd year Apprentice			
70% of above rate			
per hr	\$29.79	\$30.45	\$31.11
4th year Apprentice			
80% of above rate			
per hr.	\$34.05	\$34.80	\$35.55
WELFARE:			
Effective:	3/7/2011	\$11.65	per hr. on all hours paid.
Effective:	3/5/2012	\$12.00	per hr. on all hours paid.
Effective:	3/4/2013	\$12.43	per hr. on all hours paid.
PENSION:			
Effective:	3/7/2011	\$ 4.37	per hr. on all hours paid.
Effective:	3/5/2012	\$ 4.37	per hr. on all hours paid.
Effective:	3/4/2013	\$ 4.37	per hr. on all hours paid.
APPRENTICESHIP FUND:			
Effective:	3/7/2011	\$ 0.70	per hr. on all hours worked
Effective:	3/5/2012	\$ 0.75	per hr. on all hours worked
Effective:	3/4/2013	\$ 0.75	per hr. on all hours worked
SUPPLEMENTAL DUES:			
Effective:	3/7/2011	\$ 1.25	Deduct from Wages \$1.25 per hr on all hrs worked
Effective:	3/5/2012	\$ 1.25	Deduct from Wages \$1.25 per hr on all hrs worked
Effective:	3/4/2013	\$ 1.25	Deduct from Wages \$1.25 per hr on all hrs worked
I.A.F. FUND:			
Effective:	3/7/2011	\$.35	Limited to 40 hours
Effective:	3/5/2012	\$.35	Limited to 40 hours
Effective:	3/4/2013	\$.35	Limited to 40 hours
PAC FUND:			
Effective:	3/7/2011	\$.05	Deduct from Wages \$0.05 per hr on all hrs worked
Effective:	3/5/2012	\$.05	Deduct from Wages \$0.05 per hr on all hrs worked
Effective:	3/4/2013	\$.05	Deduct from Wages \$0.05 per hr on all hrs worked

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 137 - 137A - 137B - 137C - 137R**

**Westchester, Putnam and Dutchess Counties
1360 Pleasantville Road, Briarcliff Manor, N.Y. 10510**

Phone: (914) 762-0600 Facsimile: (914) 762-0601

OPERATING ENGINEERS WAGE SCHEDULE B

**Private Residential
Private Commercial**

*On Private Residential and Private Commercial projects where the
aggregate amount of site work is \$8 million or less*

COVERING WAGES & WORKING CONDITIONS

March 7, 2011 to March 2, 2014

**OPERATING ENGINEERS WAGE SCHEDULE B
PRIVATE RESIDENTIAL AND PRIVATE COMMERCIAL**

<u>GROUP I-A</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$38.24 per hour	\$39.10 per hour	\$39.61 per hour
AUGER (TRUCK OR TRUCK MOUNTED)			
BOAT CAPTAIN			
BULL DOZER – ALL SIZES			
CENTRAL MIX PLANT OPERATOR			
CERTIFIED WELDER – CON ED EQUAL OR D.O.T.			
CHIPPER – ALL TYPES			
CLOSE CIRCUIT TV			
COMBINATION LOADER/BACKHOE			
COMPACTOR WITH BLADE			
CONCRETE FINISHING MACHINE			
GRADALL			
GRADER – (MOTOR GRADER)			
ELEVATOR & CAGE, MATERIALS OR PASSENGER			
EXCAVATOR AND ALL ATTACHMENTS			
FRONT END LOADER – 1 ½ YARDS AND OVER			
HIGH LIFT LULL AND SIMILAR			
HOIST SINGLE, DOUBLE, TRIPLE DRUM			
HOIST PORTABLE MOBILE UNIT			
HOIST ENGINEER – MATERIAL			
JACK AND BORE MACHINE			
LOG SKIDDERS			
MILL MACHINES			
MOVABLE CONCRETE BARRIER TRANSFER & TRANSPORT VEHICLE			
MUKING MACHINES			
OVERHEAD CRANE			
PAVER (CONCRETE)			
POST HOLE DIGGER			
POST POUNDER OF ANY TYPE			
PUSH CATS			
ROAD RECLAIMER			
ROBOT HAMMER (BROCK OR SIMILAR)			
ROBOTIC EQUIPMENT (SCOPE OF ENGINEER SCHEDULE)			
ROSS CARRIER AND SIMILAR MACHINE			
SCRAPERS – 20 YARDS STRUCK AND OVER			
SIDE BOOM			
SLIP FORM MACHINE			
SPREADER (ASPHALT)			
TRENCHING MACHINE, TELEPHIES-VERMEER CONCRETE SAW			
TRACTOR TYPE DEMOLITION EQUIPMENT			

<u>GROUP I-B</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$40.27 per hour	\$41.17 per hour	\$41.72 per hour
ASPHALT MOBIL CONVEYOR/TRANSFER MACHINE			
ROAD PAVER: ASPHALT			

<u>GROUP II-A</u>	March 7, 2011 \$36.53 per hour	March 5, 2012 \$37.35 per hour	March 4, 2013 \$37.82 per hour
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BALLAST REGULATORS
 COMPACTOR (SELF PROPELLED)
 FUSION MACHINE
 RAIL ANCHOR MACHINES
 ROLLER (4 TON & OVER)
 SCRAPERS – 20 YARD STRUCK & UNDER
 SHOP FOREMAN
 VIBRATORY ROLLER (RIDING)
 WELDER (NON CERTIFIED)

<u>GROUP II-B</u>	March 7, 2011 \$36.67 per hour	March 5, 2012 \$37.49 per hour	March 4, 2013 \$37.97 per hour
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MECHANIC (OUTSIDE) ALL TYPES
 SHOP MECHANIC

<u>GROUP III</u>	March 7, 2011 \$35.97 per hour	March 5, 2012 \$36.78 per hour	March 4, 2013 \$37.24 per hour
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AIR TRACK DRILL
 ASPHALT PLANT
 BATCH PLANT
 BOILER (HIGH PRESSURE)
 CONCRETE BREAKER – TRACK OR RUBBER TIRE
 CONCRETE PUMP
 CONCRETE SPREADER
 EXCAVATOR DRILL
 FARM TRACTOR
 FINISHING MACHINE (CONCRETE)
 FORKLIFT (ALL TYPES OF POWER)
 GAS TAPPING (LIVE)
 HYDROSEEDER
 LOADER (1 ½ YARDS & UNDER)
 LOCOMOTIVE (ALL SIZES)
 MACHINE PULLING SHEEPS FOOT ROLLER
 SWEEPER WITH A SEAT
 PORTABLE ASPHALT PLANT
 PORTABLE BATCH PLANT
 PORTABLE CRUSHER (apprentice)
 POWERHOUSE PLANT
 ROLLER (UNDER 4 TON)
 AIR TRACK DRILL
 SKIDSTEER/BOBCAT
 SHEER EXCAVATOR
 STONE CRUSHER
 WELL DRILLING MACHINE

<u>GROUP IV-A</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$32.16 per hour	\$32.89 per hour	\$33.27 per hour
SERVICE PERSON (GREASE TRUCK)			

<u>GROUP IV-B</u>	March 7, 2011	March 5, 2012	March 4, 2013
	\$27.06 per hour	\$27.70 per hour	\$27.98 per hour

*CONVEYER BELT MACHINE (TRUCK MOUNTED)
 *HEATER (ALL TYPES)
 *LIGHTING UNIT (PORTABLE)
 MECHANICS HELPER
 PILOT/ASST. ENGINEER/2 SEATED
 PUMP (FIREPROOFING)
 *PUMPS/PUMP STATION/WATER/SEWAR/GYPSUM/PLASTER ETC.
 *PUMP TRUCK (SEWAR JET OR SIMILAR)
 STOCKROOM ATTENDANT
 *WELDING MACHINE (STEEL ERECTION)
 *WELLPOINT SYSTEM
 WELDERS HELPER

* In the event that Rule 24 Equipment needs to be manned, such equipment shall be manned by an Operating Engineer.

* * *

Guaranteed Workweek

During the months of December, January, February and March our normal 40 hour guarantee will be reduced to 24 hours.

SHIFT DIFFERENTIAL:

- 2nd, 3rd or irregular shift 15% over the rate listed in Wage Schedule for all Classifications.
- NOTE: PREMIUM PAY 15% ON STRAIGHT TIME HOURS FOR NEW YORK STATE D.O.T. AND OTHER GOVERNMENT MANDATED OFF-SHIFT WORK.
- NOTE: EFFECTIVE JULY 1, 2008 ALL JOBS BID FOR NEW YORK STATE D.O.T. AND OTHER GOVERNMENT MANDATED WORK , OFF-SHIFT PREMIUM PAY 15% ON ALL HOURS PAID, INCLUDING OVERTIME HOURS.

This provision shall also apply to all other off-shift work covered under this Agreement.

MISCELLANEOUS:

- Operators of Cranes (Crawler, Truck, Hydraulic or Cherry Picker) 100 foot but less than 149 feet: \$2.00 per hour over the rate listed in the Wage Schedule.
- Operators of Cranes (Crawler, Truck, Hydraulic or Cherry Picker) 149 feet and over: \$3.00 per hour over the rate listed in the Wage Schedule.
- Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule.
- Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

**OPERATING ENGINEERS WAGE SCHEDULE B
PRIVATE RESIDENTIAL AND PRIVATE COMMERCIAL**

FRINGE BENEFITS SCHEDULE

WELFARE:

Effective:	3/7/2011	\$11.65	per hr. on all hours paid.
Effective:	3/5/2012	\$12.00	per hr. on all hours paid.
Effective:	3/4/2013	\$12.43	per hr. on all hours paid.

PENSION:

Effective:	3/7/2011	\$ 3.37	per hr. on all hours paid.
Effective:	3/5/2012	\$ 3.37	per hr. on all hours paid.
Effective:	3/4/2013	\$ 3.37	per hr. on all hours paid.

**APPRENTICESHIP
FUND:**

Effective:	3/7/2011	\$ 0.45	per hr. on all hours worked
Effective:	3/5/2012	\$ 0.50	per hr. on all hours worked
Effective:	3/4/2013	\$ 0.50	per hr. on all hours worked

ANNUITY FUND:

Effective:	3/7/2011	\$ 7.65	limited to 40 hours
Effective:	3/5/2012	\$ 7.65	limited to 40 hours
Effective:	3/4/2013	\$ 8.00	limited to 40 hours

SUPPLEMENTAL DUES:

Effective:	3/7/2011	\$ 1.25	Deduct from Wages \$1.25 per hr on all hrs worked
Effective:	3/5/2012	\$ 1.25	Deduct from Wages \$1.25 per hr on all hrs worked
Effective:	3/4/2013	\$ 1.25	Deduct from Wages \$1.25 per hr on all hrs worked

I.A.F. FUND:

Effective:	3/7/2011	\$.17	limited to 40 hours
Effective:	3/5/2012	\$.17	limited to 40 hours
Effective:	3/4/2013	\$.17	limited to 40 hours

PAC FUND:

Effective:	3/7/2011	\$.05	Deduct from Wages \$0.05 per hr on all hrs worked
Effective:	3/5/2012	\$.05	Deduct from Wages \$0.05 per hr on all hrs worked
Effective:	3/4/2013	\$.05	Deduct from Wages \$0.05 per hr on all hrs worked

DURATION

This Agreement shall continue in effect from March 7, 2011 through March 2, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly subscribed by their duly authorized representatives this 7th day of March, 2011 and this Agreement shall be binding upon their successors and assigns.

CONSTRUCTION INDUSTRY COUNCIL
OF WESTCHESTER AND HUDSON
VALLEY, INC.

INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL
137, 137A, 137B, 137C & 137R, AFL-CIO

Pres. _____

Bus. Mgr. _____

Pres. _____

Rec. Sec. _____

**STRUCTURAL STEEL AND BRIDGE PAINTERS
OF GREATER NEW YORK
LOCAL UNION NO. 806
DISTRICT COUNCIL NO. 9
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
AFL-CIO, CLC**

-and-

INDEPENDENT CONTRACTORS

COLLECTIVE BARGAINING AGREEMENT

October 1, 2011

to

September 30, 2016

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ARTICLE I

Section 1. RECOGNITION

The Employer recognizes, acknowledges, and agrees that International Union of Painters and Allied Trades, Local Union No. 806, District Council No. 9 is within the meaning of Section 9(a) of the National Labor Relations Act, the exclusive representative for the purpose of collective bargaining, of all the Employer's employees wherever such employees may be employed, in the following classifications of work: Painter and Bridge Painter. Recognition under Section 9(a) is based on Local Union No. 806, District Council No. 9's offer to demonstrate that a majority of bargaining unit employees supports it as exclusive representative.

Section 2. JURISDICTION

This Trade Agreement shall apply to all work involved in or related to the Painting and Protective Coatings Industry, which includes all finishes, drywall finishing, skim coating, prepping, application of wall coverings, decorative work, plastering preparatory to painting, fabric panels, Forbo corking and all other work referred to in Section 6 the I.U.P.A.T. General Constitution issued January 1, 2010, or which the General Executive Board of the I.U.P.A.T. puts into the work jurisdiction of the Union. This Trade Agreement will also include all work related to rigging, surface preparation and clean up of any kind as well as lead abatement and glazing. This Trade Agreement shall be specifically applicable to the application of photoluminescent or other illuminated material, including but not limited to, those materials installed for the purpose of establishing exit path markings and exit signs.

The terms hereinafter set forth shall apply to the containment of any material (ie: plywood, wood, plexiglass, pipe framed scaffold, tarps etc.) maintenance, rigging, preparation, including but limited to power washing of all steel and salt splash zones and removal of all pigeon droppings and fuel treatment and salization cleaning and clean up of all types of paint removal operations, and abatement of all lead based paint and other hazardous coatings, painting or application of protective coatings of every description, tank linings, metalizing, flame spraying, all industrial and protective coatings and all rigging for inspection purposes of the following work in the City of New York (including the Boroughs of Bronx, Manhattan, Richmond, Brooklyn and Queens) and such portions of Nassau, Suffolk, Westchester and Putnam Counties as have been or may be determined by the International Union of Painters and Allied Trades (hereinafter called the IUPAT) to be within the jurisdiction of the Structural Steel and Bridge Painters of Greater New York, being Local Union No. 806, District Council No. 9 of said Union (such Local Union and District Council being hereinafter collectively called the Union) including, without limitation, the Tappan Zee and Bear Mountain bridges in their entirety:

(A) Skeleton structural steel work and in any event the first field coat on buildings, power plants, water treatment facilities, towers, smokestacks, wind turbines, and offshore steel structures.

(B) All coatings on structural steel and concrete bridges, all industrial, pipes, floors, steel and concrete tanks and/or pools, all protective coatings included but not limited to: latex, oil, epoxies, urethanes, membranes etc.

(C) All painting or coating and cleaning work in subways, between the ends of one platform to the near end of the platform of the next station, and all work on elevated train structures excluding station platforms. All stadium structural steel and canopies.

(D) The cleaning and painting/coating of all elevated tank work erected in connection with structural steel work and concrete tanks. The painting/coating and cleaning of all other ground level tanks and below grade tanks, stacks not erected in connection with the structural steel work and regardless of whether the same be new construction or repairing work. On such work, the Employer shall have complete freedom of tools.

(E) All coatings on cement columns and cement piers on bridges and elevated highways and elevated train structures. There shall be no restriction with respect to this work on the use of tools.

(F) Manning of all power equipment; including the compressor for blasting, grinding, spraying, water blasting, vacuum blasting, the use of wheelabrators, generators, steel grit recovery units, separators, lead waste vacuum trucks, dust collectors, vacuums, heaters, decon trailers, wash sinks, man lifts, forklifts, lulls, tuggers & winches, lights & light towers, water blast recovery units and all other equipment used in conjunction with the performance of this work. All specialized equipment to perform coating applications and removal. All greasing of bridge mechanisms.

(G) The collection, sweeping, clearing, packaging and storing of the sand and any other hazardous or non hazardous waste residue generated by the performance of the work.

(H) All material including, but not limited to, plywood, wood, plexiglass, pipe, framed scaffold, Q Decking, chain link and any and all other materials used to build platforms

and scaffolding used for painting/coating and maintaining structural steel and bridges, all industrial, pipes, floors, steel and concrete tanks .smoke stack etc. which have to be contained in boxes, cans, etc. and all cleaning shall be done by this Union.

(I) Erection, maintenance, disassembly, transportation and relocation of containment structures used for the purpose of removing lead bearing or other hazardous or coating materials, preparing the underlying surfaces for coating, including the setting and removal of tarps, and for the containment of the coating application.

(J) The maintenance, operation, setup, disassembly and relocation of all the equipment necessary to adequately operate and maintain work within the containment enclosure including but not limited to classifiers, dust collections, vacuum systems, pressure vessels steel grit recovery units, separators, lead waste vacuum trucks, heaters, decon trailers, wash sinks, man lifts, forklifts, tuggers & winches, lights & light towers, water blast recovery units and other equipment used in conjunction and associated support equipment such as but not limited to compressors, generators, coolers, heaters, separators, etc. and all jurisdictions listed in IUPAT General Constitution Section 6.

Section 3. NON-DISCRIMINATION

(A) Neither party of this Agreement shall discriminate against any employee with respect to employment decisions or terms and conditions of employment by reason of union membership, race, creed, color, sex, age or national origin, disability, sexual orientation, marital status or citizenship or any other characteristic protected by law.

Section 4. UNION SECURITY

(A) All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hereafter hired shall become and remain members in good standing of the Union as a condition of employment on and after the eighth day following the beginning of their employment, or on and after the eighth day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later. No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

(B) Union Representatives shall have the right of visitation to all projects on which the Employer employs or intends to employ members of the Union. In the event of Government or owner regulations prohibiting entry to the project, the Employer shall make all reasonable efforts to secure the necessary permission.

(C) Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer, representative or agent of the Union nor shall there be any discrimination against any employee because of Union membership or activities.

Section 5A. SELECTION OF JOURNEYMEN AND FOREMEN

All painting employees shall be selected by the Employer, or his foreman, at the site of the work. The foreman shall be the representative of the Employer for the work being performed. There shall be at least one foreman for each 25 journeymen, and where a gang consists of more than 25 journeymen there shall be an assistant foreman for each additional 25 journeymen or any part thereof. A minimum day's pay for a foreman shall be eight hours pay at the straight time rate for seven hours worked. A minimum day's pay for an assistant foreman shall be 7-1/2 hours pay at the straight time rate for seven hours worked. All foremen and assistant foremen shall be bargaining unit employees designated by the Employer. No foreman or assistant foreman shall be made nor shall be deemed to be an agent of the Union.

Section 5B. TOP WORKPLACE PERFORMANCE CLAUSE

1. Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

2. A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the

termination for cause. For the purpose of this provision, a decision of the Joint Trade Board and/or an arbitrator shall be final and binding.

3. The provision in subsections (1) and (2) notwithstanding, a Termination Review Committee, composed of the members of Joint Trade Board may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

Section 6. STEWARDS

One job steward or other representative of the Union shall be designated for each job or gang by a Union Representative of the Union. This job steward or other representative must be a competent worker and must conduct activities on behalf of the Union so as not to interfere with the job steward's or other representative's own work or the other work on the job. This job steward or other representative shall remain throughout the job unless removed by the Joint Trade Board and shall issue no orders with respect to the work, as the investigation and handling of complaints is entirely within the province of the Union or its Union Representative. In the event a job is shut down for any length of time, the assigned steward shall be the last employee laid off and the first employee recalled. No steward shall be assigned to work in an area where the steward is unable to observe job conditions affecting safety. Whenever more than two journeymen are earning a power tool rate, then the job steward shall receive such rate while work is being performed.

Section 7. APPRENTICES

Apprentices shall be employed at a ratio not to exceed one (1) apprentice to each three journeymen. If a third employee is required to work prior to the commencement of any scheduled shift, then an apprentice shall be selected as such third employee provided the apprentice is capable of performing the work to be assigned.

No first year apprentice shall be placed in a shop employing four other such apprentices unless that shop also employs at least one second or one third year apprentice. This rule may be waived when there are no second or third year apprentices available. No apprentice receiving less than 80% of the Journeyman wages shall work alone on a job.

Section 8. REPORTING OF WORK AND JOB REPORTS

(A) All Employers working within the jurisdiction of this Agreement shall report to Local Union No. 806 and the Trust Funds the location of all work at least 48 hours before the work is started, by completing a Job Registration Form. (A copy of the form is attached to this Agreement and shall be provided by the Union to each Employer.)

(B) The parties agree that all work shall be reported on Weekly Job Reports (Forms to be supplied by the Union) in accordance with the Employer's pay period. The Report is to be signed by the Job Steward and a representative of the Employer with a copy to be sent to the Union and the Employer.

(C) Failure to comply with the provisions of this Section shall result in automatic fines which will be paid to the Joint Trade Board to be used by them at their

discretion. Such penalties shall be in the following amounts: First violation, \$1,000.00; Second violation, \$3,500.00 Third and subsequent violations, \$7,000.00.

Section 9. PICKET LINES

Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to this Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

Section 10. NO STRIKE CLAUSE

There shall be no strikes or lockouts on the work of any Employer who is subject to the terms and conditions of this Agreement, nor shall any of the employees collectively cease such work, except where a party to this Agreement is found in breach of the Agreement or a decision of the Joint Trade Board orders such cessation of work, or in accordance with Section 10, Picket Lines.

Section 11. JURISDICTIONAL DISPUTES

It is mutually agreed between the parties hereto that in the event of disputes between Trades and disputes relative to questions of jurisdiction, the parties will abide by previous decisions as to jurisdiction published in the latest issue of the handbook commonly known as "THE GREEN BOOK."

It is mutually agreed between the parties hereto that disputes between Trades and disputes relative to jurisdiction of Trades not covered by decisions in the latest issue of the handbook, commonly known as "THE GREEN BOOK," shall be adjusted in accordance with the principles of the New York Plan for the settlement of jurisdictional disputes as set forth in the Joint Arbitration Plan of the New York Trades as adopted on July 9, 1903 and amended on April 22, 1905, and as thereafter amended except to the extent that Section 3 of said arbitration plan requires the Employer to employ only members of the Union directly or indirectly through subcontractors or otherwise.

With the sole exception being project labor agreements negotiated by an AFL-CIO affiliated Building and Construction Trades Council, the parties agree to be bound only by the New York Plan for the Settlement of Jurisdictional Disputes.

Section 12. EFFECT OF THE AGREEMENT

Acceptance of this Agreement by the undersigned Contractor and the Union shall be binding upon such undersigned Contractor and the Union and its members. The parties hereto and the Union's members further agree that all actions of the Joint Trade Board shall be binding and enforceable as provided by law. The parties hereby further agree to comply with the provisions of all applicable laws.

Section 13. SUB-CONTRACTING

There shall be no subcontracting of work by an Employer to any member of the Union or to any contractor not having a collective bargaining agreement with the Union. If the

Joint Trade Board shall find any signatory contractor guilty of violating this prohibition against such subcontractors, it shall impose a mandatory fine of \$10,000.00 against such Employer. The Union agrees that if it finds any union member guilty of accepting subcontracting work, it will impose the maximum permitted by Union Law on such member.

Section 14. NON-APPLICABILITY

It is understood and agreed that the International Union of Painters and Allied Trades with which Local Union 806 and District Council No. 9 are affiliated, is not a party of this Agreement and said International Union of Painters and Allied Trades in no way accepts any liability or obligation under this Agreement and the aforementioned Declarations of Trust.

Section 15. DUES CHECK-OFF

(A) Commencing with the payroll week beginning October 1, 2011, the Employer shall check-off each week from the wages of each journeyman and apprentice member of the Union a sum equal to an amount designated by the proper officials of the Union upon thirty (30) days of written notice, which statement shall provide for a percentage of the gross wages of such journeyman and apprentice to be deducted as special administrative dues, except and until changed.

(B) The monies so deducted by the Employer from the gross cash wages of the journeymen and apprentices shall immediately upon such deduction be and remain the property of the Union and all such monies deducted during any calendar month shall be transmitted to the

Union by check of the Employer no later than the fifteenth (15th) day of the next succeeding month.

(C) No Employer shall be obligated to check-off any special administrative dues from any journeyman or apprentice who has not furnished to the Employer a valid authorization for such deduction.

(D) The Union agrees to indemnify and hold harmless any Employer who is required to defend any action or proceeding brought by any employee by reason of his dues having been checked-off.

ARTICLE II

Section 1. WAGES AND BENEFITS

The Employer agrees to make the following payments to the journeymen and apprentice employees and to contribute to the various funds as set forth below. All payments to the various funds including dues check off shall be computed on the basis of hours worked except as modified below.

<u>Effective Wages</u>	<u>10/1/11</u>	<u>10/1/12</u>	<u>10/1/13</u>	<u>10/1/14</u>	<u>10/1/15</u>
(a) Journeyman	\$46.25	\$47.00	\$47.75	\$48.75	\$50.00
(b) Power Tool/Spray Rate	<u>six dollars per hour above the hourly rate, whether straight time or overtime, earned by the employee for the hour worked</u>				
(c) Apprentice effective 10/1/11					
1 st year 40% of Journeyman's base rate					
2 nd year 60% of Journeyman's base rate					
3 rd year 80% of Journeyman's base rate					
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
Health &	\$9.50	\$9.50	\$9.75	\$10.00	\$10.25

Welfare

Annuity	\$5.84	\$6.09	\$6.34	\$6.84	\$7.34
Vacation	\$4.88	\$5.13	\$5.38	\$5.63	\$6.13
Pension	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75

*Pension payments will be made on actual hours worked.

**Effective 10/1/11 a pension contribution of .25 per hour will be made for all 1st year apprentice after they have worked at least ninety (90) days.

Promotion & Apprentice Fund	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Borrowing Annuity	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
<u>TOTALS</u>	<u>\$78.88</u>	<u>\$80.13</u>	<u>\$81.63</u>	<u>\$83.63</u>	<u>\$86.13</u>

Dues Check-Off Pursuant to Article I, Section 16

Note (1) \$.10 cents per hour will be forwarded from the Promotion and Apprentice contribution to the IUPAT Finishing Trades Institute.

Note (2) \$.10cents per hour will be forwarded from the Promotion and Apprentice contribution to the IUPAT Labor-Management Cooperation Fund ("LMCF").

Note (3) \$.10 cents per hour will be forwarded from the Promotion and Apprentice contribution to the IUPAT Political Action Together Fund ("PAT").

Note (4) \$.35 cents per hour will be forwarded to the Finishing Trades Institute of New York ("FTINY") from the Promotion and Apprentice contribution:

Section 2. GUARANTEED BENEFITS

(A) During the periods May 1 to November 15 in each contract year except in the final year of this contract when the period runs to September 30, all fringe benefits including vacation pay but excluding pension fund contributions (see Article II, Section 5A) will be paid on the basis of a guaranteed 40 hour work week regardless of the actual number of hours worked.

During the first and last week of employment during the guaranteed period, benefits for all employees hired or laid off will be paid only on actual hours worked including in instances where the employee works greater than forty hours. An employee shall be

deemed “hired” or “laid off” during this guarantee period only if there is at least a fourteen (14) calendar day interval between the dates of the purported lay off and the purported re-hire and if the lay off and recall were from and to the same employer and project. Fringe benefit contributions shall be paid for the actual number of hours worked for the weeks of Memorial Day, Independence Day and Labor Day.

(B) During all other times of the year fringe benefits including pension fund contributions shall be computed and paid on the basis of actual hours worked except that the Employer shall not be required to make fringe benefit fund contributions, excluding IUPAT Pension contributions, in excess of fifty (50) hours per calendar week for any employee covered by this Agreement.

Section 3. OUT OF TOWN WORK

(A) The Employer shall, when engaged in work outside the geographic jurisdiction of the Union, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided, however, that where no affiliated Union has a current agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; and provided further that as to employees employed by such employer from within the geographic jurisdiction of Local 806, and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or

outside jurisdiction whichever are more favorable to such employees. In such situations all fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents and any difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be reciprocated by the home Fund to the away Fund. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts, and is also enforceable by the Union both through the procedure for settlement of grievances set forth in this agreement and through the courts. The Employer shall not be permitted to evade its obligations hereunder by setting up an additional “home” or “branch” office or plant in an area outside its principle place of business.

(B) The parties agree that if an Employer hires a member of Local Union No. 806 to work outside the territorial jurisdiction of this Agreement then in that event that Employer shall pay all fringe benefits as if the employee worked 40 hours regardless of the actual number of hours worked.

(C) Out of Town Expenses: Employees employed out of town shall be paid reasonable travel and lodging expenses in addition to their regular compensation.

(D) Geographical Jurisdiction: The contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among the persons who are employed

for the greater percentage of the their time in such area; any others shall be employed only from the contractor's home area.

Section 4. TRUST AGREEMENTS

(A) All references to the welfare, vacation, annuity and apprenticeship funds as well as to the promotion fund in this Agreement are to the funds as established between the Employers and the Union as evidenced by various trust documents which are incorporated into the Agreement and accepted by all parties hereto as though they had actually signed the same.

(B) Enforcement - (1) The Employers shall pay the required contributions to the various trust funds for all Journeymen and registered Apprentices hired in the jurisdiction of the Agreement and then employed in any part of the United States.

(2) The required contributions hereinabove provided for constitute a consideration for the making of this Agreement and are of its very essence. The Board of Trustees of the various employee fringe benefit funds to which this Agreement requires contributions (the "Trustees") shall forthwith notify the Union, upon discovery, of the failure of any Employer to pay the required contributions. Failure by any Employer to pay the amounts due to the Funds shall be deemed a breach of this Agreement, and in such event the Union must enforce the foregoing and following provisions relating to the payment to the Funds. In the event that an Employer fails to make the required payments for more than fifteen (15) working days (after due notice) Local Union No. 806 may order its Journeymen and registered apprentices to cease work until the payment has been made. Such Employer must pay all such Journeymen and registered apprentices for all time lost, not to exceed one (1) week's pay per

employee. In the event the Employer demands a hearing regarding the delinquency, it will be permitted to continue its jobs, provided it forthwith deposits in escrow with the Funds an amount equal to 50% of the amounts claimed as delinquent and, in addition, it shall thereafter make weekly payments of contributions to the Funds until the matter is finally determined. The due date for fringe benefit contributions shall be the fifteenth (15th) day of the month immediately following the month in which a Journeyman or Apprentice works the hour(s) for which the contribution is due. If no hearing is requested within 10 days of notice, work may be stopped by the union until the open balance is satisfied and penalties are paid.

(3) Liquidated Damages - Any Employer required by this article to pay the required contributions to the various trust funds, including Dues Checkoff and the Industry Promotion Fund Contribution, to its Journeymen and registered Apprentices or on their behalf for the payroll period immediately preceding, who fails to pay such required contributions within two (2) weeks of the date prescribed for their payment shall pay to the Funds as liquidated damages the sum of 10% of the required contributions in addition to the required contributions. If any Employer during the calendar year has failed to pay such contribution within the prescribed date, it may be subject to any additional liquidated damages that the trustees shall impose in such cases, including the cost of necessary litigation. It is agreed that the Employers will be bound in all respects by the rules and/or regulations established or to be established by the trustees relating to Employer contributions to the Trust Fund, including rules for resolving any disputes concerning Employer payments or reports to the trustees.

(4) Interest - If the required fringe benefit contributions of any Employer become delinquent, in addition to the amount assessed as liquidated damages, interest

shall be added to the obligation of the Employer, calculated monthly at the annual rate of prime rate plus 2.0%, which shall be calculated based upon the sum of all fringe benefit contributions due for the period for which the Employer is delinquent, starting with the first day of delinquency. Notwithstanding the foregoing, no Employer will be charged interest if a delinquency is cured within 8 days from which contributions were due.

(5) Trust Fund Hearings - Should any Employer, after an audit, be held subject to a final assessment on the estimated wage figure as the greater base on which contributions are to be made, it shall be entitled on request to a hearing before the Trustees and an opportunity fully to present all available facts, and be subject to open examination thereon, which may establish actual lower direct labor costs in the circumstances of its particular operations, which would warrant a readjustment of the contribution from the estimated wage figure to the actual total gross earnings figure, as it may appear to the Trustees. On such a hearing the Trustees shall consider the recommendation of the Fund's auditors and any proof that the Employer may offer. If a right to any such readjustment is proven satisfactorily, the Trustees shall remit the assessment of the excess contributions over the percentage contributions of the actual direct labor costs so found. The decision of the Trustees, after such hearing, shall be final and binding upon the Employer. If, after an audit, and a final assessment of further contributions due, the Employer fails within ten (10) days after written notice thereof given by the Funds to request in writing a hearing before them as provided above to protest the assessment and to seek readjustment of the base of contributions, the Employer shall be deemed conclusively to have consented thereto, and shall have no further recourse. If the final determination of the audit is

that the Employer owes at least \$5,000.00, or more than 10% of their annual contributions, the Employer shall be responsible for all the costs of the audit.

Section 5. PENSIONS

The only agreement between the Employer and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

(A) Commencing with the 1st day of October, 2011 and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IUPAT Union and Industry National Pension Fund for each employee covered by this Agreement, as follows:

(B) For each hour or portion thereof, for which an employee works, the Employer shall make a contribution to the above named Pension Fund in accordance with the agreed schedule of rates set forth in Article II, Section 1.

(C) For the purpose of this Article II, Section 5, hours worked shall include hours attributable to show up time and hours actually worked as evidenced by the Shop Steward's report and for which contributions are payable.

(D) Contributions shall be paid on behalf of any employee starting with the Employee's first day of employment in a job classification covered by this Agreement. This includes all journeymen and apprentices. Contributions to the IUPAT Industry and National Pension Fund for all first year apprentices shall be at the rate of .25 cents per hour worked, after

the apprentice has completed ninety (90) days employment. After ninety (90) days all contributions shall be made retroactive to day one of the employment.

(E) The payments to the Pension Fund required above shall be made to the IUPAT Union and Industry National Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though it had actually signed the same.

(F) The Employer hereby irrevocably designates as its representatives on the IUPAT Industry and National Pension Fund Board of Trustees (the "National Trustees") such Trustees who are now serving, or who will in the future serve as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the National Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

(G) All contributions shall be made at such time and in such manner as the National Trustees require; and the National Trustees may at any time conduct an audit in accordance with Article V, Section 6 of the said Agreement and Declaration of Trust.

(H) If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the National Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney's fees and such penalties as may be assessed by the National Trustees. The Employer's liability for payment under this Section shall

be subject to and covered by the grievance and arbitration procedure set forth elsewhere in this Agreement.

(I) The Pension Plan adopted by the National Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

Section 6. EMPLOYERS' ACCOUNTING RECORDS

Every Employer shall keep a complete set of books setting forth all business transactions.

The Employers agree to make available to the auditor of the Trust Funds at the Employer location such books and records as required by the Trustees. In the event that an Employer shall refuse or fail to make records available to said auditor upon five (5) days written demand of the Trust Fund or the Joint Trade Board and the auditor so certifies to the Joint Trade Board then the entire amount of the Employer's escrow deposit or bond or other security posted with the Joint Trade Board shall apply and pay the same to the Trust Fund to the credit of the Employer. Failure to keep any of the records required in this Section shall constitute a violation of this Agreement. If any of the foregoing records are not supplied by the Employer to the accountant for the Funds, then the Employer must supply a copy of the corporate or partnership income tax returns for the period under audit.

Section 7. EMPLOYER BONDS

(A) Each Employer shall be required within one (1) week after the signing of this Agreement to deposit with the Trustees of the Employee Benefit Funds either cash or a surety company bond or other acceptable security, in such for and amount as will be acceptable to the Trustees as security for the faithful performance by the Employer of those provisions of this Agreement relating to the payment of any Trust Fund contribution. Such security shall be not less than \$200,000 unless a different amount is agreed to by the Joint Trade Board. The Trustees are hereby authorized to levy on such security deposit any sums found by them to be due from the Employer to all of the Employee Benefit Funds set forth in this Agreement, Local Union No. 806 and the Structural Steel Painting and Promotion Fund.

(B) The Union agrees not to furnish any journeymen, foremen or apprentices to any Employer who has not posted and maintained a security deposit in accordance with this Agreement.

(C) The Trustees shall not accept any bond or other non-cash collateral from any Employer who shall have failed in the past to make payment of any sums found by the Joint Trade Board or the Trustees to be due under this Agreement or under any prior Trade Agreement. In such cases, compliance with the escrow deposit requirements hereof shall be by cash deposits only.

(D) The Trustees may require an increase in a bond of any Employer who has been found guilty of violating the wage or fringe benefits provisions of this Agreement.

(E) In the event that it shall become necessary for the Joint Trade Board, or Trustees of the Funds to bring suit against an Employer to collect unpaid wages and benefits or

for violations of the Trade Agreement, the Employer shall provide additional security in such form and amount as the Joint Trade Board, or the Trustees shall determine. Such security shall be in the form of cash, Government Bond, or bank certificate of deposit or increased security bond, as the Board or Trustees in their discretion shall determine, and it shall be deposited by such Employer in escrow to secure payment of such obligations in the future.

(F) Should the Trustees or the Joint Trade Board find an Employer guilty of violating the wage or fringe provisions of this Agreement, or that the liability of any Employer as a result of any delinquency under this Agreement is greater than the security deposit, the Joint Trade Board or the Trustees may immediately demand and cause the Employer to increase the security deposit to an amount that will at least cover such liability. In such cases, such additional security shall be held separately in escrow by the Trust Funds as security for the faithful performance by the Employer of the terms of this Agreement. Such additional security or any unexpended portion thereof shall be returned to the Employer at the expiration of this Agreement. The Trustees are hereby authorized for each such Employer's account to pay from such security account any sums found by the Joint Trade Board to be due hereunder from the Employer for unpaid wages, contributions to the Trust Funds, or any other contractual monetary obligations under this Agreement. Within twenty-four (24) hours after notice to any such Employer of such a finding and payment by the Funds out of that Employer's security account, the Employer shall replenish and replace in continuing escrow with the Trust Funds the exact amount thus withdrawn and disbursed on his account.

(G) When the Employer is required by applicable law to post a labor and materials bond, the Employer shall provide to the Union or Trustees a copy of the labor and materials bond within one week after written demand by the Union or the Trustees.

Section 8. NO CONTRACTS WITH DELINQUENT EMPLOYERS

The Union shall not enter into a contract with an Employer who is indebted under the terms and conditions of this Agreement or any prior Trade Agreement by reason of non-payment of wages, fringe benefits, dues, interest or liquidated damages assessed set forth herein by the Joint Trade Board or the Trustees of the Funds whether such Employer proposes the making of such contract under his or her own name or under the name of any firm or corporation in which he or she is a principle or has a substantial interest.

Section 9. PRESERVATION OF WORK CLAUSE

(A) To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

(B) All charges of violations of Section 9(A) of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able at the request of the Union, to require an Employer to pay 1) the effected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations and 2) into the effected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board under this Article only through arbitration, judicial, or governmental (for example, the National Labor Relations Board) channels.

(C) If, after an Employer has violated this Article, the Union and/or Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

Section 10. ALTERNATIVE DISPUTE RESOLUTION

The Parties agree to explore the establishment of an alternative dispute resolution program for the resolution of workers' compensation claims.

ARTICLE III

Section 1. JOINT TRADE BOARD

(A) The Joint Trade Board (hereinafter called the "Board") shall be constituted and shall consist of not less than one (1) representative chosen by the Association in a manner to be determined by it and not less than one (1) representative chosen by Local Union No. 806 in a manner determined by it.

(B) The Board shall meet at any convenient time after the service of a Notice of Intention to Arbitrate by the complaining party upon the responding party. Such notice shall be in writing and shall set forth the grievance to be heard by the Board and a copy of such notice shall be forwarded to all parties named in the notice.

(C) The Board shall be empowered to consider and decide all questions and disputes arising under this Agreement except for matters involving trust fund contributions. A quorum of the Board shall consist of two (2) members. When voting on a question, complaint or finding, the Employers and the Union shall each have one (1) vote and these votes shall be equal regardless of the number of representatives present and voting. All decisions of the Board shall be made in writing and copies thereof mailed to all interested parties within forty-eight (48) hours after the hearing before the Board, unless the Board shall extend such period. In the event the charging party fails to appear before the Board the complaint shall be dismissed. In the event

the party charged fails to appear before the Board, the Board shall proceed in that party's absence.

(D) The Joint Trade Board shall have the power to summon before it and to question and examine any Employer or Union member. It shall have the power to require production of books, papers or other evidence it may deem necessary.

(E) The decisions and findings of the Joint Trade Board, including the imposition of penalties, shall be final and binding upon the Association, the Employer, the Union, all members of each thereof and all interested parties.

(F) Upon the failure of the Joint Trade Board to adjust a grievance or to agree on a decision or finding, the matter shall be promptly submitted to an arbitrator whose decision and finding shall be final and binding upon the Employers or the Union and upon all members thereof, and interested parties thereto. The fees of the arbitrator shall be borne by the non-prevailing party.

(G) All penalties derived from the Joint Trade Board, less the reasonable administrative cost of expenses actually incurred, shall be used to advance the industry; to sponsor educational programs for the members of Local Union No. 806 and children within the trade and to aid and assist in the establishment of programs to increase business activity within the industry and develop and maintain maximum job opportunities for those union employees within the City of New York.

(H) Findings and decisions shall be transmitted to the Employer and to Local Union No. 806 and each obligate itself to enforce such findings and decisions as the case may be.

Section 2. RULES AND REGULATIONS

The Joint Trade Board may from time to time develop, publish and put into effect such rules and regulations as may be necessary or proper to provide for the health and safety of employees covered by this Agreement.

Section 3. VIOLATIONS AND PENALTIES

The Board or any of its members shall have the power to require the production before it of such records and witnesses as it may determine to be proper and necessary to enable it to arrive at a decision on any matter which is the subject of a complaint or inquiry. The Board shall also have the power, in the event of violation of any of the provisions of this Agreement or the attached Working Rules, but only after due notice and hearing, to impose such penalty upon any of the parties to the dispute as will tend to prevent the recurrence of such violation.

The parties agree that in the event the Board imposes a fine for any violation of this Agreement or the Working Rules, which fine will be as set forth below, and said fine is not paid within seven (7) days of notice of said fine, the Union agrees to stop all work of the Employer involved until such time as the fine is paid. It is agreed that in cases of fines against an Employer the bond posted by such Employer shall be called in the event the fine is not paid within twenty-four (24) hours of the stoppage of work.

The schedule of fines which shall be in effect for the duration of this Trade Agreement, or until such time as amended by the Joint Trade Board, will be not less than the following:

Violation 1: No Job Registration or Weekly Job Reports

1st Offense	\$1,000.00
2nd Offense	\$3,500.00
3rd and subsequent offenses	\$7,000.00

Violation 2: No registration and non-union workers on the job

1st Offense \$1,750.00 - no registration

\$1,750.00 - each non-union worker

2nd and subsequent offenses \$10,000.00- no registration, plus \$1,750.00 for each non-union worker.

Violation 3 Non-union workers

1st Offense - \$2,500.00 for each non-union worker.

2nd Offense -\$5,000.00 for each non-union worker.

Violation 4: Subcontracting to non-union employer

Any Offense: \$25,000.00

Violation 5: Failure to pay wages and/or fringe benefits or payment in cash for wages and/or fringe benefits

Any Offense Any wages and fringe benefits owed plus liquidated damages in an amount equal to the unpaid (or cash paid) fringe benefits only, but no less than \$1,000.00

Violation 6: Spraying without permit

1st offense \$2,000 plus \$6.00 per hour above wages to all employees on the job

2nd offense \$4,000 plus \$6.00 per hour above wages to all employees on the job

3rd offense \$6,000 plus \$6.00 per hour above wages to all employees on the job

Subsequent offense amounts shall be established by the Joint Trade Board.

ARTICLE IV

Section 1. REGULAR WORK DAY, WEEK AND HOURS

Seven (7) hours work shall constitute the regular work day and thirty-five (35) hours, Monday to Friday, shall constitute the regular work week. The regular work hours shall be those times between 7:00 a.m. and 11:50 a.m. and between 12:30 p.m. and 2:20 p.m., Monday to Friday, inclusive.

All wages for work performed outside these hours (ie, before 7:00 a.m. and after 2:20 p.m.), including work performed between 11:50 a.m. and 12:30 p.m., shall be paid at the rate of time and one half.

Section 2. SHIFT DIFFERENTIAL

If an Employer who has an existing first shift decides to work a second shift with employees other than from the first shift consisting of at least three (3) journeymen and one (1) apprentice all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime as provided in Section 3 for the first seven (7) hours worked after which the employees shall be paid at time and one half of the regular wage rate. If the Employer decided to work a second shift on Saturday or Sunday all employees who work will be paid at a 10% differential of their overtime rate of time and one half. A shift beginning on one calendar day but ending on another shall be deemed a shift performed on the beginning date.

Section 3. OVERTIME

Except for a regular work week scheduled second shift as set forth in Section 2, employees shall be paid at the rate of time and one half for all work performed beyond the seven (7) hour regular work day as set forth in Article IV, Section 1 (ie 7:00 a.m. to 11:50 a.m. and 12:30 p.m. to 2:20 p.m.) and for all work on Saturdays and Sundays. Employees shall be paid at the double time rate for all work on the following holidays:

New Year's Day

Memorial Day

Fourth of July

Thanksgiving Day

Christmas Day

No work shall be performed on Labor Day.

Section 4. WORK DAY

All employees covered hereby shall be paid at hourly rates. It is the intention, however, that the employees must be kept through each regular work day of employment, except at the start and finish of a job, or when prevented by weather conditions, emergency lane closures, emergency security conditions or, with respect to work on New York City Transit Authority projects, emergency General Orders issued by the Authority that prevent work from being performed. Any employee put to work for two hours or more shall receive a minimum of seven hours pay. This provision does not apply to weekend work when overtime rates are paid.

Section 5. PAY DAY

Employees shall be paid by check weekly on the job on the same day of the week designated by the Employer as the regular payday at the start of the job. The name and address of the Employer shall appear on each pay check.

If the employees are not put to work on a normal payday due to the weather or other legitimate cause and are required to wait for their pay beyond 12:00 noon on that payday,

they shall be paid an additional two (2) hours regular pay on their next payday. In the event that an employee is not present on such regular payday, then the Employer has the option of paying said employee by check on the next work day at which the employee is present without penalty of any kind.

If the employee's pay was not available on this regular payday by noon time and the employee has to come to work solely for the purpose of picking up pay, the employee shall be paid two (2) hours at the straight time rate.

If employees are compelled to go from the job to the office of their Employer for their pay, they shall be paid for the time consumed in doing so by the shortest possible route and by a regular public conveyance and also for the fare paid by them. If the employees are not paid by their Employers during the usual working hours, they shall receive an additional two hours pay.

All employers signatory to this Agreement shall maintain a bank account within the territorial jurisdiction of this Agreement for the purpose of meeting payroll obligations to bargaining unit employees.

Section 6. LAY OFF

Employees who quit work shall wait for their pay until the next regular payday. Employees discharged or laid off shall be paid in full on the job at the time of discharge or layoff or if they are required to go to the office of the Employer for their pay they shall be given a written statement of the pay due them which shall include one hour's pay in addition to the time

worked and which statement shall be given to the employee on the job. If an employee is discharged or laid off and is not paid, the employee shall receive waiting time until paid. In any event, laid off employees shall finish their work day no later than 2:00 p.m. This rule shall apply only if the job and the Employer are located within the City of New York.

Section 7. LUNCH TIME/BREAK TIME

The employees are entitled to a forty (40) minute lunch break. If the employees work through the lunch break, or are required by the employer to remain on the structure during their lunch break, they shall be compensated by being paid their forty minute lunch break at the overtime rate of time and one half for a total of sixty (60) minutes. In the event employees are required to remain on the structure, the Employer shall provide a clean separate area, with benches in compliance with applicable law and regulations and the Employer must designate an employee to retrieve and deliver lunch for the other employees.

Section 8. COFFEE BREAK

All employees shall receive a 10 minute coffee break between 9:00 a.m. and 10:00 a.m. on a regular 7 hour work day. All employees working more than a 7 hour regular work day shall receive an additional 10 minute coffee break in the afternoon.

Section 9. SHOW UP TIME

If an employee is ordered to report to work and who, through no fault of the employee, weather permitting, is not put to work, the employee shall receive two hours pay at

the straight time rate. When employees shall be required to go from yard to job or from job to job during their working hours, they shall be paid for the time consumed by them in doing so, plus any fares paid by them. In the event an employee's travel on an Employer's behalf extends the employee's work day beyond the regular work day (as defined in Article IV, Section 1) the employee shall be compensated at the rate of time and one half for wages and fringe benefit contributions for the time beyond the regular work day.

Section 10 EMPLOYEE EXPENSES

Any employee who spends the employee's own money to purchase any supplies or other expenses in connection with the Employer's work shall be reimbursed for such expenditure providing the employee secured the Employer's knowledge and consent prior to such purchase.

ARTICLE V

Section 1. TOOLS

The brush roller applicator and the mitt are tools of the trade and may be used at the discretion of the Employer

The use of wool mitts of reasonable size shall be permitted for painting cables and similar shapes on bridges as long as the employee are paid at the power tool rate, where necessary to minimize splattering of paint on cars using the roadways. The use of wool mitts of reasonable size shall be permitted on elevators at the regular rate.

Brushes shall not exceed 4½ inches in width nor more than 4½ inches if round or oval brushes are used on steel.

Cleaning materials, gloves and clothing shall be supplied by the Employer for work on special coatings in accordance with OSHA regulations.

Section 2. SPRAY GUNS AND POWER TOOLS

(A) Spray guns shall not be used without the consent of the Joint Trade Board in accordance with such regulations as the Joint Trade Board shall prescribe. Spray permits are to be agreed to by the Joint Trade Board prior to the Employer bidding on any job. There shall be no discrimination against any employee refusing to spray. Spraying without permit fines shall be as follows: \$2,000 first offense, \$4,000 second offense, \$6,000 third offense. Fines for violation of this section subsequent to the third offense shall be established by the Joint Trade Board. All employees on the job shall be paid \$6 per hour over the regular rate during time when spraying was being done without a required spray permit.

(B) Sandblasting or power tools may be used at the option of the Employer.

(C) Qualified journeymen or apprentices shall be employed whenever the Employer is sandblasting utilizing a compressor, sandblast pot or other related equipment.

(D) "Power Tool" shall be defined as needle guns, scalers, grinders, sand blasting, spraying and finger guns and any tool that is powered.

ARTICLE VI

Section 1. WORKING CONDITIONS

Until such time as changed by the Joint Trade Board the following conditions shall remain in effect:

(A) The Employer shall furnish fresh drinking water during working hours and shall supply a standard type commercial sanitary water container manufactured for that purpose which dispenses water through a spigot and also paper cups in a commercial cup dispenser.

(B) If five or more employees are employed on the job, they are to be provided with a suitable dry, watertight place in which to change their clothes, separate from the paint and tool shop. Each shanty shall be provided with benches with no less than three feet of wall space for each employee for proper dressing facilities and shall be raised sufficiently off the ground, to keep the floor dry. Heated dressing areas shall be provided during the winter period.

(C) The Employers shall furnish a sufficient supply of clean pails of water, soap powder and clean sterilized white rags and an adequate facility for washing. Ten minutes shall be allowed for washing, at the lunch period if the employees are brought in, and at quitting time. The Employers shall further provide all substances required for adequate cleaning following employee exposure to lead, and any and all other hazardous materials and will provide adequate washing stations and showers in accordance with OSHA regulations.

(D) Each Employer shall supply burlap covering for scaffolds where necessary for safety.

(E) Employers shall provide adequate safety equipment and first aid kits. The names, addresses and telephone numbers of doctors available for first aid shall be posted on all jobs. The Employer shall comply with all State and Federal safety laws.

(F) Sanitary toilet facilities shall be available on all jobs.

(G) The Employer agrees to provide protective clothing when using substances designated by the Joint Trade Board as requiring such protective clothing.

(H) The labeling of original containers or materials to show the ingredients thereof, such as material safety data sheets, is favored.

(I) It shall be the duty of the Foreman to enforce the use of safety harnesses and to discharge any employee refusing to wear and properly use a safety harness where required by law or regulations.

(J) Employees who are under the influence of drugs or alcohol during working hours, or report in an intoxicated condition shall be summarily discharged. They shall only be paid for hours worked up to the time of discharge. Employees leaving the job without permission of the foreman shall be summarily discharged and only paid up to the time of discharge. In each instance, the facts should first be verified by the foreman and a witness who preferably should be the steward. In all cases the discharged employee may be paid by check through the mail within 10 days of the discharge.

(K) Employers are required to comply with all applicable Federal, State and local health and safety laws and regulations.

Section 2. MANDATORY TESTING

The parties agree that prior to beginning work for any employer, each Journeyman and apprentice will be required to be tested for blood lead level (BPL), pulmonary function, and zinc protoporphyrin (ZPP).

The complete lead assessment program for Local Union No. 806 painters covered by this Agreement will be set up and administered by the Promotional Fund and will be as set forth in the agreement with Clarity Testing Services, Inc. (CTS) or any successor chosen by the Promotional Fund. The Promotional Fund has contracted with CTS to conduct such assessments in accordance with applicable Federal, State and local laws and regulations. All employers will provide a suitable facility for testing at the job site.

ARTICLE VII

Section 1. SAVINGS CLAUSE

In case any provisions of this Agreement, or the attached working rules or of any decision or order of the Joint Trade Board hereunder shall be determined to be illegal and of no effect by a court of competent jurisdiction, such holding shall not invalidate such part or parts thereof not found to be illegal or of no effect, but such part or parts shall remain in full force and effect.

Section 2. EVASION OF STANDARDS

No Employer shall attempt to engage in any work covered by this Agreement through the use of any other business or corporation which the Employer or any of its principles

own, control or significantly influences the policy of, except that Employers may use joint ventures with other Employers so long as the Union has been advised of such joint ventures prior to it beginning any work.

Section 3. DURATION

This Agreement supersedes and replaces any and all previous agreements between the parties and shall be effective October 1, 2011 and will continue in effect until September 30, 2016. Either party desiring to renew this Agreement in its present form or with changes or amendments, shall make such intention known in writing within ninety (90) days prior to termination of this Agreement. In the absence of such notice, the Agreement shall automatically renew for one additional year.

Nothing contained in this Agreement shall be interpreted to prevent discussions by the parties in order to modify this Agreement with respect to technological changes in the structural steel and bridge painting industry. The parties shall also have the right, with the approval and consent of the Trustees, and, with respect to the IUPAT Industry and National Pension Fund, the National Trustees, to modify the provisions of Article II, Sections 4 through 7, inclusive, as deemed prudent for the efficient operation of the various employee fringe benefit trust funds. Nothing contained in this paragraph, however, shall permit any Employer or the Association to alter or avoid paying wages or fringe benefit contributions or complying with any provision set forth in this Agreement other than those regarding technological changes or trust fund administration as set forth in this Section.

Under no circumstances shall the parties agree to delete any provision of this Agreement that is mandatory as set forth in the IUPAT Constitution. In the event any such mandatory provision has been omitted or in the event the IUPAT creates additional mandatory provisions, such provisions shall be deemed incorporated into this Agreement without further negotiations, but in no event shall such added provisions change any of the economic terms of this agreement.

The within Agreement is hereby adopted and approved as of October 1, 2011 and shall continue in full force and effect until September 30, 2016.

**LOCAL UNION No. 806, DISTRICT COUNCIL No. 9,
INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES, AFL-CIO, CLC**

By: _____
Business Manager/Secretary-Treasurer

COMPANY: _____

ADDRESS: _____

PHONE: (____) _____ FAX: (____) _____

EMAIL: _____

By: _____
President, Principle or
Chief Operating Officer

Approved this _____ day of _____, 2011

**INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES**

By: _____
Vice President

The within Agreement is hereby adopted and approved as of October 1, 2011 and shall continue in full force and effect until September 30, 2016.

**LOCAL UNION NO. 806, DISTRICT COUNCIL NO. 9,
INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES, AFL-CIO, CLC**

By: _____

/Business Manager/Secretary-Treasurer

**NEW YORK STRUCTURAL STEEL PAINTING
CONTRACTORS ASSOCIATION, INC.**

By: _____

President

2011-2012

AGREEMENT

Between

MECHANICAL CONTRACTORS ASSOCIATION
OF ROCKLAND, ORANGE, SULLIVAN COUNTIES, INC.

And

LOCAL UNION NO. 373,
UNITED ASSOCIATION OF
JOURNEYMEN and APPRENTICES
of the PLUMBING and PIPE FITTING
INDUSTRY of the UNITED STATES
And CANADA

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MASTER-UNION AGREEMENT

THIS AGREEMENT entered into by and between The Mechanical Contractors Association of Rockland, Orange, Sullivan Counties, Inc hereinafter designated as the PARTY OF THE FIRST PART and Local Union #373, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada hereinafter designated as the PARTY OF THE SECOND PART.

WHEREAS, the PARTY OF THE FIRST PART is engaged in Plumbing and/or Heating, Air-Conditioning and Pipe Fitting Work throughout the United States and Canada and in the performance of such work required the service of competent and qualified Journeymen of the United Association, and

WHEREAS, the PARTY OF THE SECOND PART is affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada of the A.F.L.-C.I.O. and has in its membership throughout the United States and Canada, Journeymen competent and qualified to perform all work coming within its jurisdiction of work, and

WHEREAS, the PARTIES hereto desire to establish uniform hours of labor and uniform working conditions for Journeymen and Apprentices, as a National guide or form under which they are to be employed by the PARTY OF THE FIRST PART, and further, to encourage closer cooperation and better understanding between employer and employee of the Plumbing, Heating, Air-Conditioning and Pipe Fitting Industry to the end that a satisfactory continuous and harmonious labor relationship will exist between both PARTIES to this agreement.

It is understood and agreed that in case any provision of this agreement shall be found to be contrary to law, such finding shall not in any way affect the other provisions of this agreement, which shall notwithstanding, continue in full force and effect.

NOW, THEREFORE, it is agreed between the PARTIES hereto as follows:

ARTICLE I

Scope

(A)The hours of labor and working conditions set forth hereunder will apply on all construction, repair or remodeling work contracted for by THE PARTY OF THE FIRST PART within the United States and Canada, it being understood that local groups of both parties will negotiate any higher hourly wage rates other than the minimum rates hereinafter provided for, covering journeymen, pipe fitters and plumbers and their apprentices employed by members of the PARTY OF THE FIRST PART in construction work in their particular locality, the local wage agreements to be in effect for the duration of the contract. It is the duty of the PARTIES to this agreement to enforce the conditions set forth hereunder and any violation will be subject to discipline through the Joint Arbitration Board or the Umpire hereinafter provided for.

(B)Local members of the PARTY OF THE FIRST PART hereby agree to employ journeymen pipefitters or journeymen plumbers and their apprentices only in accordance with the wage scale and working conditions as hereinafter set forth.

(C)The phrase "employee(s) covered by this agreement," whenever used herein, shall be understood to mean journeymen pipefitters, or journeymen plumbers and their apprentices engaged by members of the PARTY OF THE FIRST PART within the jurisdiction of the PARTY OF THE SECOND PART as set forth in Article II of this agreement.

(D)In order to avoid jurisdictional controversies with the other Trades, the PARTY OF THE SECOND PART will insist the PARTY OF THE FIRST PART procure and embrace in their job contracts and specifications all of the piping fixtures, appurtenances, and appliances that are necessary to make a complete PLUMBING and/or PIPE FITTING installation and is hereby embraced in the following United Association jurisdiction of work.

(E)No contractor working under this agreement shall be permitted to subcontract any work that falls within the jurisdiction of the U.A. as hereinafter set forth.

1. All piping for plumbing, water, waste, floor drains, drain gates, supply leader, soil pipe, grease traps, sewerage and vent lines.
2. All piping for water filters, water softeners, water meters, and the setting of same.

3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations of metal.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage, areas, soil pipe, catch basins, manholes, drains gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping fittings and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes for roof flashings in connection with the pipefitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description whether screwed or welded.
14. All piping for pneumatic, vacuum cleaning systems for every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, superheaters, regardless of the mode or method of making joint, handling, and erection of same.
19. All internal and external piping on boilers, heaters, tanks, and evaporators, water logs, water back, and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.

21. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air-conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeder water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, cooler, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating ventilating and air-conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting, and erecting of all under-fed stokers, fuel burners, and piping including gas, oil, powder fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaim in systems, and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems, and piping whether by water, steam, gas or chemical, fire alarms piping, and control tubing, etc.
30. All piping for sterilizing, and all treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil chemicals, or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating by any method, and the charging and testing, servicing of all work after completion.

34. All pneumatic tube work, and all piping for carrying systems by vacuum compressed air, steam, water or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners and boilers and cooking utensils, etc., of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewerage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial and shipping purposes of every description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits, and boxes used in connection with the pipe fitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations, of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joint, or any other mode or method of making joints in connection with the pipe fitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and material used in the pipe fitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by Journeymen members of the United Association.

49. All piping for cataracts, cascades, i.e.(artificial water falls), make-up water fountains, captured waters, water towers, commercial, or for any other purpose.

50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, cement, or any other kind of material or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shape.

51. Heating systems used for temporary heating shall be operated and maintained by members of the United Association only.

ARTICLE II

Hours of Labor, Wage Rates, Shift Work and Maintenance Agreement

(A)Wage rates and hours based on a one year contract starting May 1, 2011 and ending April 30, 2012. A maximum of eight (8) hours shall constitute a day's work, beginning at 7:00 a.m. to 3:30 p.m. or 7:30 a.m. to 4:00 p.m. or 8:00 a.m. to 4:30 p.m. The work week shall be forty hours (40), Monday through Friday. The starting time on the job can be adjusted by mutual consent. All overtime on existing facilities to be performed at time and one-half. Sundays and Holidays will be at double time. New construction will be at the time and a half rate of pay. Overtime pay shall be advanced to the nearest half hour.

(B)By mutual agreement between the Business Manager and the Employer, a work week may be established consisting of four (4) days of ten (10) hours per day at the straight time rate Monday through Friday between the hours of 7:00 AM to 6:30 PM. Work performed outside the established ten (10) hour day shall be paid for at the applicable overtime rate.

(C)Provisions for Shift work are as follows: By mutual agreement between the Business Manager and the Employer shift work may be employed. All shifts shall work the same hours as per this agreement.

All time worked before and after the regularly established shift hours in any twenty-four (24) hour period, Monday through Saturday inclusive, shall be at time and one half the regular shift rate of pay.

Sundays and holidays shall be paid at the double time rate of pay.

Employees working on Shift work shall be paid at the straight time rate of pay for each eight (8) hour shift and first and third shift employees shall receive 15% over and above the basic hourly rate. First shift - 12 Midnight to 8:00 a.m.; Second Shift - 8:00 a.m. to 4:00 p.m.; Third Shift - 4:00 p.m. to 12:00 Midnight. Employees working on shift work shall receive a thirty (30) minute meal break without loss of pay, after working four (4) hours. The Business Manager and the Contractor at their option may adjust the shift schedule.

(D) By mutual agreement by the Business Manager and the Contractor the day shift shall be waived.

(E) Maintenance Agreement for Power Generating stations shall be 100% of wages, 100% benefits as per Article II. The maintenance, repair and service work in any power generating station covered by this Agreement becomes effective when a power generating station goes on the line commercially and the systems to be worked on have been accepted by the owner and are not under Warranty and/or guarantee.

In the event another craft is doing maintenance, repair or service work, at building and construction trade rates, while employees covered by this Agreement are performing work, the Mechanical Contractors and Steamfitters Agreement shall prevail, retroactive to the first day's work.

ARTICLE II Section C-1 Maintenance Agreement

In order to accomplish control of maintenance repair and renovations in industrial plants the following conditions shall apply:

- A. 1. The basic hourly rate of pay and benefits for all employees shall conform with bona-fide locally negotiated rates as stipulated in the collective bargaining agreement of U.A. Local #373.
2. The maximum work week shall be 40 hours beginning 7:00 a.m. Monday and ending 4:30 p.m. Friday. Any additional work hours if and when required during the work week, and Saturday, shall be paid at time and one half.
3. Sundays and holidays shall be at the double time rate of pay.

B. Definitions

1. The word "repair" used within the terms of this agreement and in accordance with the maintenance is work required to restore by replacement of parts existing facilities to efficient operating condition.

2. The word "renovation" used within the terms of this agreement and in connection with maintenance is work required to restore by replacement of parts existing facilities to efficient operating condition.

C. All other conditions shall be referred back to the Master-Union Agreement.

D. The Hourly Wage Rate shall be:

5/1/2011 -04/30/2012

General Foreman	42.20
Foreman	39.20
Journeyman	36.20
5th yr. Appr. 85% Journeyman Rate	30.77
4th yr. Appr. 70% Journeyman Rate	25.34
3rd yr. Appr. 65% Journeyman Rate	23.53
2 nd yr Appr. 50% Journeyman Rate	18.60
1st yr. Appr. 40% Journeyman Rate	14.88

Benefits 5/1/2011-04/30/2012

	Annuity								
	<u>Welfare</u>	<u>Pension</u>	<u>Vacation</u>	<u>HRA</u>	<u>Fund</u>	<u>ATE</u>	<u>AEF</u>	<u>PAC</u>	<u>SUB</u>
General Foreman	10.60	9.05	3.54	1.75	5.65	.97	1.22	.10	.30
Foreman	10.60	9.05	3.42	1.75	5.65	.97	1.22	.10	.30
Journeyman	10.60	9.05	3.25	1.75	5.65	.97	1.22	.10	.30
5th yr. Appr.	9.01	7.70	2.76	1.75	5.65	.97	1.22	.10	.30
4th yr. Appr.	7.41	6.34	2.29	1.75	5.65	.97	1.22	.10	.30
3rd yr. Appr.	6.89	5.89	2.11	1.75	5.65	.97	1.22	.10	.30
2nd yr. Appr.	5.30	4.53	1.62	.87	3.39	.97	1.22	.10	.30
1st yr. Appr.	4.24	3.62	1.30	.70	2.66	.97	1.22	.10	.30

The VACATION BENEFIT has been included in the stated Base Wage for Tax purposes.

Benefits on all overtime for existing facilities are payable at one and one-half the indicated rates. Sundays and Holidays will be at double time. New Political Action Fund shall be paid on hours worked.

In addition, a flat hour amount of \$.30 per hour is payable to the Mechanical Contractors Association for the Industry Advancement Fund which is to be mailed into the Fund Office with the Benefits.

(E) Where it is required of employees covered by this agreement to climb, do rigging, install or perform work on light towers, ceiling building framework, high steel work, powerhouses, bridges, over deep excavations or any other type of building construction where a permanent floor or means of support is not provided, such employees shall receive extra hourly pay as follows:

40 Feet to 60 Feet	\$.25 per hour
Over 60 Feet or more	\$.50 per hour

(F) Foreman will be guaranteed a forty (40) hour week at the designated rate of pay. General Foreman will be guaranteed a forty (40) hour week at the designated rate of pay.

If any holiday shall fall during the work week Foreman and General Foreman shall receive pay for a normal work day plus all benefits.

Foreman and General Foreman rates shall be \$3.00 for Foreman and \$6.00 for General Foreman above scale.

Foreman and General Foreman fringe benefits on Welfare and Pension are to be paid at the Journeyman rate. The difference between the rates paid at the Journeyman and the Foreman rate is included in the Foreman's hourly wage rate.

(G) In the event of overtime, all benefits shall be paid at the overtime rate of pay, except Political Action Fund which will be on hours worked.

(H) There shall be a coffee break in the morning, plus a coffee break for every four (4) hours of consecutive work in the afternoon or evening. All coffee breaks are fifteen (15) minutes in length.

(I) In the event that Daylight Savings Time is mandated on a year round basis, the Employer, with the sanction of the Business Agent, may adjust starting and quitting time for the period of Nov. 1 through March 31. The workday must start no later than 9:00 a.m. except as otherwise mutually agreed upon by the Employer and the Union. Overtime provisions will apply to the revised starting and quitting time.

(J) It shall be required of all out of town Contractors to make arrangements with the closest banking facilities to the job site so that members of Local Union No. 373 can cash their pay checks.

ARTICLE III

Wage Record, Holidays, Fringe Benefits, Bond

A. Wage Record:

The total hours, wage rate, gross wages, F.I.C.A. Tax, Withholding Tax, N.Y. State Disability Insurance, N.Y. State Tax and other deductions as well as the net amount shall be clearly inscribed on each employee's pay record, also the name and address of the employer.

B. Holidays:

The following designated National Holidays: New Years Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day, or days observed as such National Holidays shall be paid for at the rate of double time, if worked. When one of our agreed holidays of Article III falls on a Saturday, the day prior shall be considered and recognized as the holiday. Also, when a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

C. Fringe Benefits:

In addition, the employer shall pay monthly into the jointly administered Trust Funds of Local 373 U.A. and the Mechanical Contractors Association of Rockland, Orange, Sullivan Counties, Inc. the amounts as defined in Article II, Section B. The principal and income of such funds shall provide employees covered by this agreement with such benefits as the funds are sufficient to provide in accordance with ARTICLE IV.

D. Bond:

Each employer shall furnish a surety bond from a duly licensed company to the benefit of the jointly administered Welfare, Pension, Vacation and Additional Security Benefit and Annuity Funds in accordance with the form provided by the Local herein. Said bond to guarantee the payment of the aforesaid Fringe Benefits and employee wages. The amount of the bond shall be determined in accordance with the following schedule as determined by the Business Agent and the Administrator of the Funds:

1 to 3 men.....\$30,000.00

4 to 6 men.....\$40,000.00

7 to 10 men.....\$50,000.00

with successive increases of \$20,000.00 for any additional 5 men or fraction thereof.

Said Bond shall provide for a collection penalty of 15% and shall provide that contributions which are payable monthly are received no later than the 10th day of the following month, the employers shall be deemed in default and the Local shall not be obliged to supply members of the U.A. from any Local for employment nor shall the employer be entitled to employ any member of the U.A. until and unless the default is cured. The providing of the foregoing bond will entitle the employers herein to pay by check at their election. Said bond shall be on file in the office of Local Union #373 prior to the commencement of work within the jurisdiction of the Local herein by any employer.

It is mutually agreed that the Union shall not permit its members to work for an Employer who is not satisfactorily bonded.

ARTICLE III Section D-1

If an employer cannot supply a surety bond, he must put up a certified check and/or Certificate of Deposit made payable to Local Union #373 U.A. Business Office in the amount of \$2,000.00 per man. Benefits are due weekly on pay day. A 3% penalty will be imposed for late payments.

ARTICLE IV

Welfare, Pension, Vacation, Health

Reimbursement Arrangement, SUB and Annuity Funds

Checks for Benefits are to be made out in four (4) checks. One (1) to the Local Union #373 Benefit Fund Office covering – Welfare, Pension, Vacation, HRA, SUB and Annuity Funds and one (1) to the Local Union #373 covering – Administrative Expense Fund (AEF), Apprentice Training and Education Fund (AT&E), Political Fund and Work Assessment. One (1) for International Training Fund (ITF) and one (1) to the Industry Advancement Fund (IAF) is to be mailed to the Mechanical Contractors Association, 314 South Route 94, Suite 7, Warwick, NY 10990.

A. Welfare Payments:

Each Employer shall, commencing on the first day of this agreement and thereafter during the term of this agreement, pay MONTHLY to the Welfare Fund Trustees the sums as defined in Article II, Section D, of the weekly payroll of all employees covered by this agreement. These payments shall be deposited in a separate bank account designated as and for the Welfare Fund and said Fund shall be administered jointly by the ASSOCIATION and the UNION, with equal representation. The principal and income of which fund shall provide employees covered by this agreement with Hospitalization, Medical and Surgical Benefits, Life Insurance and Disability Income Benefits in accordance with the Group Insurance Policies and such other benefits that may hereafter become a part of the Welfare Fund. All expenses involved in the formulation and administration of the Fund shall be paid by the Fund.

B. Pension Payments:

Each Employer shall, commencing on the first day of this agreement and thereafter during the term of this agreement, pay MONTHLY to the Pension Fund Trustee the sums as defined in Article II, Section D, of the weekly payroll of all employees covered by this agreement. These payments shall be deposited in a separate bank account designated as and for the Pension Fund and said Fund shall be administered jointly by the ASSOCIATION and the UNION, with equal representation. The principal and income of which Fund shall provide Pension Payments for employees covered by this agreement who are eligible for Pension Fund Benefits in accordance with the rules and regulations of the Pension Fund Trustees. This fund shall be operated on an actuarial basis and all expenses involved in the formulation and administration of the Fund shall be paid by the Fund.

C. Vacation Payments:

In addition to the wage scale provisions in Article II, every employer shall during the term of this agreement pay to all of his employees, covered by this agreement, an additional wage equivalent based on total gross wages pursuant to the Article II, Section D less any requisite withholdings or deductions as required by law. This additional wage equivalent shall be paid to the Trustees of the Local Union 373 U.A. Vacation Fund. This Fund shall be disbursed by said Trustees (less expense of formulating and administering of Fund) as a vacation payment to respective employees in accordance with such rules and regulations as may be adopted by Trustees to further objectives set forth in this provision. The Vacation Trust Agreement shall be amended to include the additional vacation supplement. Members will receive an amount equivalent to five (5) days pay at the current Journeyman rate for an 8 hour day. Apprentices will receive the proper percentage according to the yearly rate he is entitled to. The days designated for the distribution of this vacation supplement will be determined by Local Union #373.

D. HEALTH REIMBURSEMENT ARRANGEMENT FUND:

Each employer shall pay monthly to the Health Reimbursement Arrangement Fund Trustees the sum as defined in Article II, Section D, for each employee covered by and working under this agreement. These payments shall be deposited in a separate bank account designated as and for the Health Reimbursement Arrangement Fund and said Fund shall be administered jointly by the ASSOCIATION and the UNION, with equal representation. The Principal and Income of said Funds shall provide additional health care related benefits in accordance with the rules, policies and regulations formulated by the Health Reimbursement Arrangement Fund Trustees. All expenses involved in the formulation and administration of the Fund shall be paid by the Fund.

E. ANNUITY FUND:

Each employer shall pay monthly to the Annuity Fund Trustees the sum as defined in Article II, Section D, for each employee covered by and working under this agreement. These payments shall be deposited in a separate bank account designated as and for the Annuity Fund and said Fund shall be administered jointly by the ASSOCIATION and the UNION with equal representation. The Principal and Income of said Fund shall provide Annuity Payments for employees covered by this agreement who are eligible for Annuity Payments in accordance with the rules and regulations of the ANNUITY FUND Trustees or as may be adopted by the Trustees. All expenses involved in the formulation and administration of the FUND shall be paid by the FUND.

F. SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND:

Each employer shall pay monthly to the Supplemental Unemployment Benefit Fund Trustees the sum as defined in Article II, Section D, for each employee covered by and working under this agreement. These payments shall be deposited into the Health & Welfare Fund bank account and pooled to provide income for the Supplemental Unemployment Benefit Fund. Said Fund shall be administered jointly by the ASSOCIATION and UNION, with equal representation. The Principal and Income of the pooled Fund shall provide Unemployment Benefits for employees covered by this agreement who are eligible for Unemployment Payments in accordance with the rules, policies and regulations formulated by the Supplemental Unemployment Benefit Fund Trustees. All expenses involved in the formulation and administration of the Fund shall be paid by the Fund.

G. CONFORMATION:

It is mutually understood and agreed by the Association and the Union that all Welfare, Pension, Vacation, Health Reimbursement Arrangement, SUB, Annuity, Administrative Expense, Apprentice Training and Educational, and Political Action Funds monies shall be in the hands of the Administrative Secretary of the Funds, within a period of ten (10) days after the first day of the month following the period for which funds are due.

Contributions to Welfare, Pension, Vacation, Educational, Health Reimbursement Arrangement, Annuity, Supplemental Unemployment Benefit, Administrative Expense and Political Action Funds.

Contributions shall be payable MONTHLY by the (10th) of the following month. Any employer going beyond the 20th of the following month with Fringe Benefits shall be considered delinquent and men shall be removed from the employer's shop, and as such shall not be entitled to employ men working under the Jurisdiction of the Local Union #373 until such time as contributions are brought up to date. It is mandatory that claim shall be filed by the trustees with the bonding company within forty-five (45) days after said delinquency is known to exist.

H. LIQUIDATED DAMAGE AND INTEREST CHARGES:

"The prompt submission of reports and payment of all wages and fringe benefits contributions is essential for the continued efficient operation of the Trust Funds. Any employer who fails to make prompt and timely payment of wages or fringe benefit contributions shall be subject to a charge on the amount of arrearage at the rate of three (3%) percent per month or a minimum charge of \$25.00 whichever is more for each month or part thereof of such arrearages. In addition if enforcement or collection procedures (including arbitration, court N.L.R.B., or otherwise) shall be commenced against any employer who failed to make timely reports or failed to make prompt payment of wages or fringe benefit contributions, such employer shall be required to pay the reasonable cost of such expenses in connection with such procedures, including attorney's fees."

I. OUTSIDE MEN:

It is mutually agreed between the parties that members of the U.A. working in the jurisdiction of Local Union #373 but not members of said Local shall have Welfare, Pension, Vacation, Health Reimbursement Arrangement Fund, Annuity Fund, Education Benefit, Supplemental Unemployment Benefit Fund, Administrative Expense Fund and Political Action Fund contributions paid directly to Local Union #373 U.A. and disbursed by them pursuant to the rules and regulations established by the trustees therein.

J. COVERED EMPLOYEES:

Contributing employees under this agreement shall include the Union and Welfare Fund, Pension, Vacation Fund, Additional Security Benefits, Annuity Fund, Joint Apprentice and Journeyman Education Committee Fund, Administrative Expense Fund, Political Action Fund and their employees shall be covered insofar as contributions to Welfare, Pension, Vacation, Additional Security Benefits and Annuity Fund pursuant to the terms of this agreement.

ARTICLE V

Journeyman & Apprenticeship Training & Educational Fund

Each employer shall, commencing on the first day of this agreement and thereafter during the term of this agreement, pay MONTHLY to the Journeyman & Apprentice Training and Educational Fund Committee (as defined in Article II, Section D) for each hour worked by all employees employed by him. These payments shall be deposited in a separate bank account designated as and for the Apprentice & Journeyman Training and Educational Fund and shall be administered jointly by the ASSOCIATION and the UNION with equal representation, the principal and income of which Fund shall provide for the operation and maintenance of an Educational and Apprentice Training Program in accordance with the rules and regulations of the Joint Committee. Such rules and regulations shall be congruent with the Standards of the Industry whereby the journeymen and apprentices within the working jurisdiction of Local Union #373 shall become technically trained and educated to suit whatsoever organization of the Industry their techniques are sought or required, which ultimately will result in justice and mutual attainment of skilled workmanship and modern management. All expenses involved in the formulation and administration of the Fund shall be paid by the Fund.

ARTICLE VI
Administrative Expense Fund

Each employer shall, commencing on the first day of this agreement and thereafter during the term of this agreement, pay MONTHLY to the Administrative Expense Fund (as defined in Article II, Section D) for each hour worked by all employees employed by him. These payments shall be deposited into Local Union #373 General Fund for the operation and maintenance of Local Union #373 in accordance with its rules and regulations.

ARTICLE VII
Political Action Fund

Each employer shall, commencing on the first day of this agreement and thereafter during the term of this agreement, pay MONTHLY to the Political Action Fund (as defined in Article II, Section D) for each hour worked by all employees employed by him. These payments shall be deposited in a separate bank account designated as and for the Political Action Fund and shall be administered by the Political Action Committee of Local Union #373 in accordance with the regulations of said committee.

ARTICLE VIII
Industry Advancement Fund

Commencing with this agreement, the Union and Employer herein agree that an Industry Advancement Fund is established. Contractors working in the area of Local Union #373 shall contribute Twenty (\$.30) cents per hour for each employee covered by this agreement payable to the Mechanical Contractors Association of Rockland, Orange, Sullivan Counties, Inc.

ARTICLE IX Hiring of Men

Section 1. **Qualified Craftsmen.** Contractors shall only employ qualified journeymen and plumbers and pipefitters. Journeymen plumbers and pipefitters shall be qualified for employment who have had at least five (5) years actual practical working experience at the plumbing and pipefitting trade as a journeyman or apprentice in the building and construction industry and who either:

(a) have successfully served an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Standards.

(b) have had previous employment as a journeyman, plumber or pipefitter with a contractor signatory to this agreement and whose services have proved satisfactory, or

(c) have successfully passed any competency examination that adequately tested the degree of skill and training necessary to be a competent journeyman plumber or pipefitter. Any question as to what constitutes a "competency" examination shall be resolved by the Joint Hiring Committee hereinafter established under this agreement.

(d) A travel card shall be accepted under the provisions of this section for one Building Trades journeyman member for each branch of the craft, that is, one plumber, one steamfitter or pipefitter, one lead burner, and one sprinkler fitter sent from another Local Union to perform or install work in the jurisdiction of Local Union #373 for a contractor in agreement with the Local Union #373, ordinarily engaged in work elsewhere. Such journeymen although performing supervisor work, may also work with the tools, and shall not, in any event, be subject to an examination.

A journeyman working under such a travel card must file said card with Local Union #373 and conform to the work regulations and by-laws relating to working rules and collective bargaining agreement herein.

(e) When the Employers Representative is a member of any Local Union, a Journeyman member of Local Union 373 must be employed within sixteen (16) working hours from the commencement of any job, and said Representative can only remain on the job eight (8) working hours after the last Local Union Journeyman is laid off.

Section 2. **Exclusive Hiring.** Contractors shall hire qualified journeymen plumbers and pipefitters by calling the Union. Whenever an employer requires a journeyman plumber or pipefitter on any job, he shall notify the local union office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required.

Section 3. **Seniority.** Employees covered by this agreement have certain accrued rights or benefits for themselves and their dependents under health and welfare, pension, supplement unemployment, vacation and other benefit plans which accrue to them by virtue of length of employment with contractors party to this agreement and such rights are generally continuous while under employment and remain effective until a certain period of time after lay-off or discharge.

Seniority rights mean the right accruing to employees, as hereafter provided in this agreement which shall entitle the plumber or pipefitter to a priority or preference of rehire after termination of lay-off.

Qualified journeymen plumbers and pipefitters shall be hired and/or rehired in accordance with length of service with any contractor in the collective bargaining unit as follows:

1. Plumbers and pipefitters who have been employed by any contractor party to this agreement (as hereinafter defined) who have worked for any such contractor for a period of at least 1200 hours each year for a period of two consecutive years.

2. Any journeyman plumber or pipefitter who does not have the required number of hours for the period shown above or any applicant who qualifies as a journeyman plumber or pipefitter or who registers for hiring in accordance with the terms of this agreement.

The contractors and the union shall make up and prepare the seniority roster for preference of rehire by grouping all the plumbers and pipefitters who come within the above seniority classification and shall utilize the health and welfare, pension or vacation employment records in establishing these seniority rights based on length of employment.

"Contractors" under this paragraph means (1) any contractor party to this agreement, (2) an out-of-town contractor who adopts or works under this agreement and contributes to the health and welfare, pension or vacation plan or other benefit plans. (3) Any contractor who employs any journeymen plumbers or pipefitters under the terms of this agreement and is a contributing employer within the meaning of any of the health and welfare, vacation, pension or other benefit plans.

Section 4. (A) Registration. The Union shall establish and maintain a separate appropriate registration facility for qualified applicants available for employment as journeymen plumbers or pipefitters. Applicants shall be registered on the appropriate craft out-of-work list, i.e. either plumber or pipefitter, in the order of time and date of registration. There shall be two groupings in each separate out-of-work list. All plumbers or pipefitters with seniority shall be registered in Group 1 and all other journeymen plumbers and pipefitters who are qualified, but without seniority, shall be registered in Group 2. Each applicant for employment shall be required to furnish such data, records, names of employers and length of employment and licenses as may be deemed necessary and each applicant shall complete such forms or registration as shall be submitted to him. Applicants for employment shall also list any special skills that they possess.

Section 4. (B) Referral of Men. Upon the request of a contractor for men, the union shall immediately refer qualified and competent registrants to the contractor in sufficient number required by the contractor in the manner and under the conditions specified in this agreement from the appropriate list in the following order of referral:

1. All journeymen shall be referred from Group 1, in successive order as their names appear on the out-of-work list, and when Group 1 has been exhausted,
2. Then all journeymen from Group 2 in successive order as names appear on the out-of-work list will be referred.

When journeymen plumbers and pipefitters who are listed in Group 2 have attained seniority, their names shall be automatically transferred and listed in Group 1. This referral procedure shall be followed except that (1) requests by contractors for key men to act as supervisors, general foreman or foreman shall be honored without regard to the requested man's place on the out-of-work list, (2) requests by contractors for particular plumbers or pipefitters previously employed by the contractor within one hundred and twenty(120) days previous to the request shall be honored without regard to the requested man's place on the out-of-work list and (3) bona fide requests by contractors for plumbers or pipefitters with special skills and abilities shall be honored. The dispatcher shall dispatch person possessing such skills and abilities in the order in which their names appear on the out-of-work list. Such decision of the dispatcher agent in referring registrants is appeal able to the Joint Hiring Committee as herein provided.

Section 5. Non-Discriminatory Referral. The union and the contractors agree that the referral of journeymen plumbers and pipefitters shall be on the following basis:

(a) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, or requirements.

(b) The employer retains the right to reject any job applicant referred by the Union.

(c) The union and the contractor shall post in places where notices to all employees and applicants for employment are customarily posted, and all provisions relating to the functioning of the hiring provisions of this agreement.

Section 6. Joint Hiring Committee. The parties to this agreement shall create a Joint Hiring Committee, composed of an equal number of contractor and Union representatives, to supervise and control the operation of the job referral system herein. The Joint Hiring Committee is empowered:

(a) To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.

(b) Properly post the rules and regulations, together with the provisions of this agreement as set out in Section 5, at the union dispatch office, at the contractor's office and at the job site.

(c)To hear and determine any and all disputes or grievances arising out of the operation of the job referral system including, but not limited to grievances arising out of work registration, work referrals and the preparation of the referral registration lists. Any applicant or registrant shall have a right to appeal any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Hiring Committee.

(d)To conduct written examinations for qualifying of journeymen in accordance with the provisions of this agreement. All examinations given by the Joint Hiring Committee shall be fair, impartial and in keeping with the present standards of competency and skill possessed by journeymen in the industry.

The Joint Hiring Committee shall provide in the rules and regulations of the job referral for an appeal to an impartial umpire whenever the Joint Hiring Committee reaches a deadlock over a dispute concerning a refusal to register an applicant, the proper registration or dispatching of any applicant. The impartial umpire shall be designated by mutual agreement of the parties. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the Joint Hiring Committee. The decision of the Joint Hiring Committee or the impartial umpire shall be final, binding and conclusive on all parties, including applicants.

If any question arises as to the qualifications and competency of an applicant, the Joint Hiring Committee shall make the determination. Such determination shall be fair and impartial, without regard to the applicants' membership or non-membership in the Union.

Section 7. **Apprentices.** Employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Program provided for in other provisions of this agreement.

Savings Clause

"The above hiring provisions have been entered into in order to comply with the Mountain Pacific doctrine of the National Labor Relations Board. Upon any Board or Court decision or administration ruling modifying or changing the Mountain Pacific doctrine, either party to this agreement shall have the right to reopen negotiations pertaining to the hiring provisions by giving the other party thirty (30) days written notice."

ARTICLE X Assignment of Men

It is mutually agreed, that the PARTY OF THE FIRST PART will employ journeymen pipefitters or journeymen plumbers and their apprentices on all work coming under the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, A.F.L.-C.I.O. and that membership in the United Association shall not be a condition precedent to the employment of any party by the PARTY OF THE FIRST PART of this agreement in accordance with the following regulations:

Section 1. On all jobs where eight (8) Journeymen or combination of Journeymen and Apprentices are employed, one Foreman must be designated for each craft. For each additional eight (8) men or fraction thereof on jobs of either craft, another Foreman must be designated.

Section 2. On jobs that require three (3) or more Foremen, a General Foreman shall be appointed from Local Union #373.

2a. A General Foreman will cover five (5) Foremen. The sixth (6) Foreman will be a General Foreman from Local Union #373. For every five (5) Foremen there will be a General Foreman appointed by Local Union #373. The progression of five (5) Foremen and the sixth (6) Foreman being a General Foreman will continue as needed.

Section 3. **Superintendents:** No superintendent shall be permitted to work with the tools. He shall give all instructions relative to the progress of the work to the Foreman only.

Section 4. In all instances where Local Union #373 wishes to pull Journeymen from a job to perform picket duty, the Business Agent will notify the employer not less than twenty-four (24) hours in advance, if possible. If a Foreman must be pulled, the Business Agent will notify the Employer seventy-two (72) hours in advance.

Section 5. Foreman:

(A) A Foreman must be assigned by the Employer for each project that he may have within the jurisdiction of Local Union #373.

(B) A Foreman must be in charge of one project only.

(C) A Foreman shall lose no time on any project nor be permitted to take plans and specifications to his home at any time, but said Foreman can be transferred to any job.

(D) A Foreman shall be defined as any Journeyman who assumes responsibility for the Employer and supervises installations and "lay out" work for other employees covered by this agreement.

(E) He shall take a general interest in the plans and specifications, keep the time and record of labor and materials for any extra work done. He shall see that the men under him are instructed in their work, so that due progress shall be made during the course of the work on hand. He shall see that the materials are ordered ahead of time so that no delays shall occur through lack of materials, and he shall report to the employer matters of interest that may come up affecting the work.

Section 6. Manning:

(A) All work performed under the work jurisdiction of Local Union #373 must be performed by Journeymen pipefitters or Journeymen plumbers and their Apprentices working in units of two (2) (the exception being jobbing and trimming), one of whom must be a Journeyman. A unit shall be comprised of: a) Journeyman with an apprentice; b) Journeyman or apprentice with a welder; c) Journeyman with a Journeyman. Where an Employer shall employ only one unit either member of the unit must be designated Foreman on the job.

(B) Employees covered by this agreement shall not be transferred from one shop to another.

(C) Owners of Companies Having Union Books

1) Definition (Owner)

Any card carrying member who owns 1% or more of a firm or who's wife or children own an interest in said firm where they are employed.

2) Manning:

(a) A Company must employ one non-owner for every working owner.

(b) When there are more than two (2) men on a project, only one owner can work.

(c) Owners must pay all fringe benefits including overtime based on rates for that project.

(d) Owner may only perform emergency overtime.

(e) If project requires two Foremen, only one owner may be Foreman. The second Foreman must be a non-owner.

(f) Violations:

1st violation-----\$ 500.00 fine

2nd violation-----\$1,000.00 fine

3rd violation-----Revoke book

3) Requirements:

Bonding requirements must be the same for all employees. Owner must comply with all other rules and regulations.

When Premium time is required, business agent will be notified with amount of personnel needed, time and location.

Section 7. Apprentices:

(A) It is agreed the Local Union #373 must allow each Contractor, who is a party of this Bargaining Agreement, one apprentice where one or more Journeymen are employed steadily and one additional apprentice for every five (5) men steadily employed, but in no case shall the contractor be entitled to more than five (5) apprentices. The term of apprenticeship shall not be less than five (5) years. It shall be the intent and purpose of the parties to this Agreement to provide full opportunity to former Service Men to become apprentices under the provisions of the Agreement. Apprentices shall not be permitted to work alone.

(B) The Joint Journeymen and Apprenticeship and Education Committee, consisting of equal representation from the Local Union and the Association shall continue to formulate, adopt and administer Apprenticeship and Educational standards to meet the needs of the Plumbing & Pipe Fitting industry locally.

(C) The Journeymen and Apprentice and Education Committee shall make every effort to conform as nearly as local conditions permit to the standards of the National Joint Apprenticeship and Education Committee.

(D) All agreements, rules and regulations made between the Representatives of the Joint Journeymen & Apprenticeship and Education Committee shall remain in full force and effect until their expiration.

ARTICLE XI
Transportation, Traveling Expense and Sustenance

(A) When employees covered by this agreement are sent to work by their employer outside of the jurisdiction of their home Local Union, they shall receive a full day's pay of eight (8) hours for each day spent in traveling; all Railroad, Plane, Automobile or other conveyance expense including sleeping accommodations when traveling at night and all board and expenses incurred while out of town.

ARTICLE XII
Reporting Time

(A) Any employee covered by this agreement after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the prevailing wage rate, unless he has been notified before the end of his last preceding shift not to report, and any employee who reports to work and for whom work is provided shall receive not less than four (4) hours pay and if more than four (4) hours are worked in any one day, shall receive not less than a full day's pay. However, the exception shall be when strike conditions make it impossible to put such an employee to work or where stoppage of work is occasioned thereby or when an employee leaves work of his own accord.

(B) Notice for weekend overtime work shall be given by 12:00 P.M. Thursday.

ARTICLE XIII
The Pay Day

(A) The pay day shall be once a week, employees are to be paid in CASH OR CHECK (Article III D) two (2) hours before the end of their regular shift whether working in the shop, contractors' yard or in the field. All waiting time, is to be paid at the double time rate. The waiting time shall be paid first before any actual time is considered. When men are laid off or discharged, they must be paid wages due them one (1) hour before termination of employment. By mutual agreement between the Employer and Employee, direct deposit payment can be made. This can be terminated by either party at any time.

(B) No employees covered by this agreement shall report for work the day following his regular pay day if not paid for the previous week. The pay shall be in cash. Anyone wishing to pay by check shall notify the Local Union Office Thirty (30) days in advance and also post a bond of Ten thousand dollars (\$10,000.00) for one (1) to three (3) men; twenty thousand dollars (20,000.00) for four (4) to six (6) men; and thirty thousand dollars (\$30,000.00) for seven (7) to ten (10) men and a twenty thousand dollar (\$20,000.00) increase for any additional five (5) men or a fraction thereof.

ARTICLE XIV

Recognition

(A) The contractors and/or Employers agree that they will not perform the work of a Journeyman or Apprentice other than on emergency jobbing.

(B) The employed working Journeyman and Apprentice or unemployed Journeymen and Apprentices shall not be permitted to contract, sub-contract, lump or do piece work or any other work coming under the jurisdiction of the United Association or work in any shop where subcontracting is practiced, in accordance with the U.A. Constitution.

(C) A member of the Local Union, upon entering business as a Plumbing and Heating Contractor, as a Contractor in any branch of the trade, shall be required to sign a copy of this agreement. He may be permitted to work with the tools on new work and alteration. Such a member, upon resuming work at the trade as a journeyman shall not contract for work for a period of one (1) year thereafter.

ARTICLE XV

Jurisdiction

The jurisdiction of the Local Union #373 shall encompass all work in Rockland, Orange and Sullivan Counties, and in Ulster the following Towns: Shawangunk, Plattekill, Marlboro, Wawarsing, Ellenville up to Napanoch Prison.

ARTICLE XVI

Job or Shop Stewards

A) A steward shall be a working journeyman appointed by the Business Agent of the local union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times which consists of those duties assigned to him by the Business Agent. It is understood and agreed that the steward's duties do not include any matters relating to referral, hiring and termination. The union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties.

(B) On jobs of twenty-five (25) or more men, the Shop Steward is not to be part of a team but to work as directed by the General Foreman and to be productive.

ARTICLE XVII

Insurance

(A) The PARTY OF THE FIRST PART hereby agrees to carry the following insurance to fully protect their employees covered by this agreement and each member of the PARTY OF THE FIRST PART shall file with the Local Union, PARTY OF THE SECOND PART, a certificate of such insurance containing a ten day notice of cancellation.

(B) **Liability Insurance under Workman's Compensation Act.** Employers to cover employees with N.Y. State Unemployment Insurance, N.Y. Disability Insurance and Workman's Compensation Insurance under New York State Law.

(C) **Coverage under State & Federal Unemployment Compensation Acts.**

In order to insure all employees covered by this agreement against the hazards of unemployment resulting through no fault of their own, it is agreed by and between the PARTIES hereto, that all members of the PARTIES OF THE FIRST PART not already required to pay contributions under the State Unemployment Compensation Act, shall voluntarily elect to become subject thereto and liable for payment of contributions thereunder in the manner provided by the aforesaid State Act and regulations promulgated pursuant thereto, said election to become effective as of the date of signing this agreement locally.

ARTICLE XVIII

Equipment and Safety

(1) Work gloves, rain gear, boots and suitable clothing and equipment for inclement weather or for handling of caustic or acid material and or any material that is in any way detrimental to the health of the men shall be supplied by the employer.

(2) Violations of accepted or mandated safety procedures shall be the cause for immediate discharge. Use of alcohol or narcotics during regular working hours shall be cause for immediate dismissal.

ARTICLE XIX

Working Rules

(1) There shall be no limitation as to the amount of work an employee covered by this agreement shall perform during his working day.

(2) There shall be no restriction on the use of machinery, tools, or appliances used in connection with the installation or work coming under the jurisdiction of employees covered by this agreement provided that if power pipe cutting and threading machines are to be used, that all pipe sizes up to and including 8" in diameter, as the case may be, shall be cut and threaded on the job or in local shop, each Journeyman doing his own measuring and/or threading.

(3) Pipe sizes 8" or larger when required to be Measured, Cut and Threaded in the Employers Shop or outside fabricating shop for the particular job in the Jurisdiction of Local Union #373, shall be Measured, Cut and Threaded by employees covered by this agreement.

(4) When any pipe is being cut and threaded by machine only the journeyman shall be permitted to operate the machine, or any Apprentice under direction of the Journeyman.

(5) If Fittings are to be "made up" or secured to any pipe by machine, this work must be performed on the job site. (The machine may be used at the discretion of the Journeyman, safety being the prime factor.)

(6) The erection and installation of work contracted for by the PARTIES OF THE FIRST PART, shall be performed by employees covered by this agreement, under the following conditions:

a. Pipe work of every description being installed under the supervision of those employing journeymen in the Pipe Fitting Industries, must be handled, assembled, erected and installed by Journeymen pipefitters.

(7) All Superintendents, Foreman and the Local Union Business Office or Business Agent must be informed by the Employer or his representative 24 hours in advance of any contemplated layoff of personnel in any shop or on any job. It shall then be the duty of the Superintendent or Foreman to notify the Shop Steward.

(8) On all sizeable jobs the employer shall furnish a suitable heated shanty or locker room for the employees clothes.

(9) Employees covered by this agreement working outside (sizeable jobs) at a pipe machine or kicker during cold or inclement weather shall be protected from the weather by a 3-sided shed with a roof.

(10) Apprentices shall not be assigned to a permanent "bull" gang for the handling and distributing of material. This work shall be equally shared by all men on the job.

(11) The use of vehicles of any description by employees covered by this agreement during working hours, unless furnished by the Employer, shall be strictly prohibited.

(12) All employees will be at their workstation at starting time. Where security check in is required, all workers will be at the check in area a minimum of 10 minutes before starting time. No employee covered by this agreement shall report to the shop or job before 15 minutes of working time.

(13) All tools are to be furnished and maintained by the Employer with the exception of a Rule, Channel Locks, and a Torpedo Level.

(14) If any Contractor, Master Plumber or Builder refuses access to the Business Agent to any shop or job at any time, all U.A. members must leave such shop or job at once.

(15) For the General Safety and Welfare of the employees covered by this agreement, not less than three (3) men shall be assigned on job, lifting, moving, erecting or installing full lengths of steel pipe 5" in size or larger.

(16) Where employees covered by this agreement are working on any job where there exists a danger of explosion from gas, oil gunpowder, explosives or any other highly combustible material, the Employer shall furnish the necessary safety equipment, see the necessary safety precautions are taken, and provide copperized anti-spark hammers, chisels, or any other necessary tools, hand or power, that may be necessary.

(17) A. On any job requiring certified welding, it shall be the employers responsibility to obtain such certification.

B. A member of Local Union #373 shall work composite with the welding inspectors when a welder is taking job qualification test on the job site.

C. X-Raying work shall consist of a two (2) man team; that being one (1) X-Ray technician and one (1) journeyman member of Local Union #373.

(18) Welding:

Welding pertaining to plumbing, pipe work or any other work controlled by this agreement shall be done on the job or in the shop only by journeymen pipe fitters and journeymen plumbers and their apprentices, which has jurisdiction in the territory where the work is being installed. Whenever employees covered by this agreement are welding galvanized pipe or stainless steel pipe or any other pipe that gives off poisonous gases, the Employer shall furnish one (1) pint of milk in the morning and one (1) pint of milk in the afternoon per person for the prevention of poison.

Acetylene, electric or other forms of cutting or welding shall be done either in the shop or on the job of the direct employer at the option of the employer in the jurisdiction of Local Union #373.

Whenever galvanized pipe, stainless steel or other piping which gives off poisonous gases is welded, the Employer shall provide adequate equipment for proper ventilation to safeguard the health of his employees.

Gloves Sleeves with Aprons or Full Coats, Helmets and Goggles are required for Welders shall be furnished by the Employer.

Boots and Water-Acid Repellant Coats, Overalls and Helmets required for particular types of work shall be furnished by the Employer.

(19) Employer shall not require employees to use any tool, which is actuated by a cartridge or other powder generated device. Employees shall not be required to use or work with any such tool or device and a refusal on the part of any employee to use the same shall not be the basis for any disciplinary action or discrimination of any kind against him.

(20) Ladders and Scaffolds used by employees covered by this agreement shall be in good condition, of solid construction and shall not be used beyond their normal load capacity and shall meet the requirements of the N.Y. State Labor Department Safety Code. Employees covered by this agreement shall not be required to use any ladders or scaffolds that violate said code or are considered unsafe in any way, nor shall they suffer any discrimination or disciplinary action for refusing to use such equipment.

(21) Any tools, devices, wearing apparel, or other gear delegated to a worker shall remain the property of the contractor and shall be returned to the contractor at any time the item is no longer required on the job.

THE WORK TO BE PERFORMED IN THE FIELD SHALL INCLUDE:

- (1) Unloading, handling, and erecting of material.
- (2) Fabrication of supports and sleeves and installation of hangers.
- (3) Making of all bends with a normal diameter of three (3) inches or less including radiant heat coils, providing they bear the U.A. label, shall be done in the field or shop with Local Union #373 mechanics.
- (4) Cutting and threading all pipe with a nominal diameter of two inches or less, and the cutting and threading of pipe two and one-half inches and over in diameter as covered by local agreements.
- (5) The attaching and assembling of all pipe fitting and valves whether welded, screwed or flanged.
- (6) All oil burners and equipment and all refrigeration equipment and piping shall be installed and serviced by employees covered by this agreement.
- (7) The installation of cooling, heating and air conditioning units, room enclosures for heating purposes only, and kitchen equipment shall be done in accordance with the National Agreement between the U.A. and Sheet Metal International Association, August 31, 1956.
- (8) Only employees covered by this agreement shall install controls on boiler and air-conditioning units.
- (9) All sewer laterals and leeching bed piping regardless of the type of pipe used whether metallic or non-metallic shall be installed by employees covered by this agreement.
- (10) Glass piping, plastic, etc. used in chemical plants, dairies, etc. shall be installed by employees covered by this agreement.
- (11) All piping pertaining to sewer, sewage disposal, all tile pipe, rain leaders and surface drains, all corporation pipe, transit pipe, etc., for water sewers and drains, shall be done by employees covered by this agreement.
- (12) A temporary heat man should be kept on the job for the duration of the period requiring heat by other trades and until the entire job is completed and tested as a whole.

(13) All maintenance work in a plant, building structure, etc., such as operating temporary heat, pumps and water lines of all descriptions shall be performed by employees covered by this agreement. There shall be three (3) temporary heat shifts. No employee covered by this agreement shall work a double shift. No foreman or superintendent shall work temporary heat. No employee covered by this agreement shall be allowed to do work on temporary heat except such work as pertains to temporary heat. Temporary Heat shall be worked at the straight time rate of pay including Saturday, Sunday and Holidays.

(14) Steamfitters working alone shall have jurisdiction in the operation and/or maintenance of all temporary heat work at all times whenever temporary heat is on a building regardless of the source of heat supply.

(15) Each fitter shall conform to the schedule of shifts provided in this temporary heat schedule.

(16) The fitter in charge of a shift shall meet any emergency arising to the best of his ability and with the object of protecting the property and interests of his employer.

(17) In the operation and/or maintenance of temporary heat, steamfitters shall be retained on the job until acceptance of system by the owner or owners' representative.

(18) If a steamfitter is employed on temporary heat, the 24-hour day shall be divided into three (3) shifts of eight (8) hours.

(19) No steamfitter operating and/or maintaining temporary heat shall be employed for less than an eight (8) hour shift.

(20) All welding, cutting, burning and brazing pertaining to the Plumbing and Heating Industry in the jurisdiction of Local Union #373 shall be done by employees covered by this agreement. All welding machines are to be operated by employees covered by this agreement except gas driven machines as defined by Board of Awards.

(21) Sleeves of any gauge or material where specified to be used on the outside of a pipe at the job site. Length of various sizes shall be provided and shipped to the job site within the jurisdiction of Local Union 373 and employees covered by this agreement shall cut, flange and install the same.

(22) Only stock nipples up to and including 6 inches long will be used. All other sizes shall be cut and threaded on the job by employees covered by this agreement.

(23) The fabricating and setting of all stands, brackets, supports, sleeves, thimbles, boxes and special hangers used in connection with the Pipe Fitting Industry shall be done by employees covered by this agreement.

(24) All plumbing and heating materials or any material pertaining to the Pipe Fitting Industry that are brought to a shop or job must be handled, unloaded or distributed by employees covered by this agreement.

(25) All types and kinds of inserts pertaining to the Pipe Fitting Industry whether to be installed for current or future use shall be installed by Employees covered by this agreement.

(26) Where on the job the piping contractor has made arrangements with the General Contractor for the use of a power hoist for the lifting, handling, tying on, taking off of plumbing and piping materials, all such handling, tying on, taking off, etc., shall be performed by employees covered by this agreement.

(27) Warehouseman - he shall be a member of Local Union #373. A warehouseman shall be assigned at the discretion of the Employer.

(28) In the event there is no power lifting equipment on any job, the lifting, handling, rigging, tying on, taking off, placing, jacking, setting and affixing of all plumbing and piping fixtures, pumps, tanks, pipe machines, shall be performed by employees covered by this agreement.

(29) Where work is required to be performed within the confines of tanks, vats, vessels, boilers or any other partial enclosures, the Employer shall provide adequate ventilation to safeguard the health of employees.

ARTICLE XX

Working for Others

THE PARTY OF THE SECOND PART further agrees that during the life of this agreement no members of the United Association shall work for any person not a Party to this Agreement for any wages less than stipulated in this Agreement as the minimum of a higher wage negotiated by Local Associations or shall they work for any Party under any more favorable terms, or conditions to the employer than are implied in this Agreement.

THE PARTY OF THE FIRST PART agrees to employ no journeyman pipe-fitters, plumbers or their apprentices for less than the rate of wages, indicated in the Agreement or under any more favorable terms and conditions than are implied in this Agreement.

It is further agreed that dual shops shall not be permitted under this Agreement.

ARTICLE XXI

Handling of Grievances

(A) There shall be created by the Representative of both Parties making this Agreement, a Joint Standing Arbitration Board of at least two and not more than three members from each party, who shall have full power and authority to adjudicate any differences or disagreements that may arise from time to time, and should the Joint Standing Arbitration Board so created fail to reach an understanding within the period of forty-eight (48) hours, they shall immediately submit to one of three Umpires provided for in this agreement, and jointly present to him verbally or in writing all facts of the case. The Umpire shall render his decision as soon as possible and not later than forty-eight hours after receiving such evidence.

(B) It is distinctly understood that a suspension of work is prohibited until the foregoing provisions have been exhausted and then only by the authority of the General President except where Local Building Trade actions may cause a departure from this system of handling grievances.

(C) It is further agreed between both parties that quarterly grievance meetings be held. Special meetings may be held when deemed necessary by both parties.

ARTICLE XXII
Umpires

The Umpire or Umpires shall be selected by mutual agreement between the parties, however, in the event that no agreement on the selection of the Umpire is reached within 48 hours after the failure of the Joint Standing Arbitration Board to render a decision, then an Umpire shall be selected from a list of five (5) arbitrators to be designated by the New York State Mediation Board upon the application of either party, the final selection to be made by each party selecting three (3) arbitrators in order of preference, the Umpire with the lowest point total, (based on 1 for first choice, 2 for second choice, and 3 for third choice) to be designated as Umpire. Umpires decision is final and binding.

ARTICLE XXIII
Drug and Alcohol

It is the policy of the Building and Construction Trades Department, AFL-CIO that pre-hire testing of applicants for employment for drugs and/or alcohol will be allowed in those instances when such testing is required by the owner employing the contractor for whom the applicant seeks to work or by pertinent government regulation or other requirement provided; however, that any such chemical testing shall be conducted under generally accepted scientific procedures to ensure the validity and accuracy of such tests.

ARTICLE XXIV
UA STANDARD FOR EXCELLENCE

MEMBER AND LOCAL UNION RESPONSIBILITIES

To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

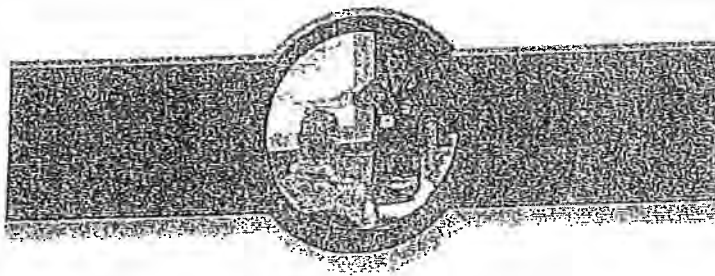
- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies
- Follow safe, reasonable and legitimate management directives

STANDARD FOR EXCELLENCE

EMPLOYER AND MANAGEMENT RESPONSIBILITIES

MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the UA Standard for Excellence.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journeymen and apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the job steward



PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY

Under the UA Standard for Excellence it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

MEMBER AND LOCAL UNION RESPONSIBILITIES:

- The local union and the steward will work with members to correct and solve problems related to job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members about issues affecting work progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.

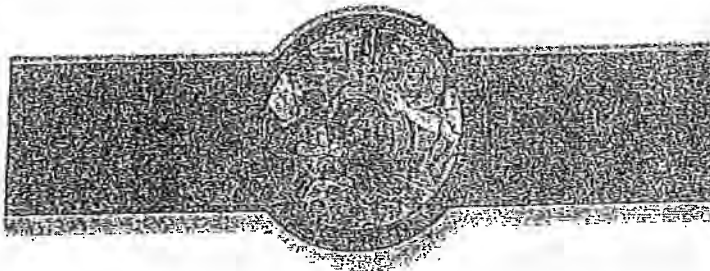
STANDARD FOR EXCELLENCE

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
- A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his/her further employment.

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

- In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established labor management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with job stewards, UA supervision and management.
- The local or the contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, general foremen, superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy.

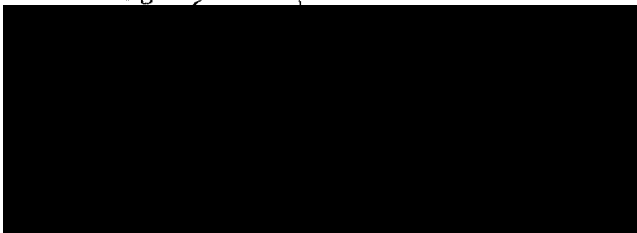


SIGNED THIS 30TH DAY OF APRIL, 2011
AT MOUNTAINVILLE, NEW YORK

AGREEMENT

All employers signatory to this agreement shall sign and return this agreement within fifteen (15) days after officially presented with same.

Signed on Behalf

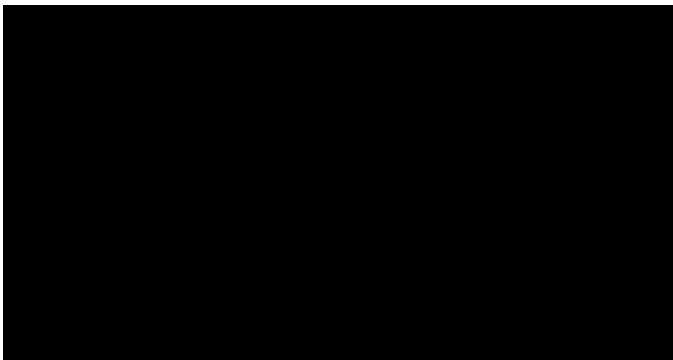


President
Contractor's Representative

Signed on Behalf

THE PARTY OF THE SECOND PART

The United Association of Journeymen and Apprentices of the
Plumbing and Pipe Fitting Industry of the United States and Canada.



President



Business Manager

ATTESTED:

GENERAL PRESIDENT OF THE UNITED ASSOCIATION

This AGREEMENT is made and entered into on the 1st day of May, 2011 between the HUDSON VALLEY MECHANICAL CONTRACTORS ASSOCIATION, INC., (hereinafter referred to as "the Association") acting for and on behalf of its members, whether such members are signatories hereto or not, and other signatory contractors (such members and contractors hereinafter referred to as "EMPLOYERS") and Plumbers, Steamfitters and Apprentices Local Union 21 affiliated with THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, A.F.L.-C.I.O., hereinafter referred to as the "Local Union" or the "Union".

W I T N E S E T H

WHEREAS, the parties are desirous of maintaining harmonious labor relations;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

ARTICLE I **LENGTH AND PURPOSE OF AGREEMENT**

Section 1.1 - Duration:

This agreement shall be effective May 1, 2011 through April 30, 2014.

Section 1.2 - Purpose:

The purpose of this Agreement is to establish the wages, hours and other conditions of employment, and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled journeymen so that the Employer may have sufficient capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockouts or other labor-management disputes .

ARTICLE II **GEOGRAPHICAL JURISDICTION**

Section 2.1 - Geographical Jurisdiction:

The territorial jurisdictional area covered by this agreement allocated to Local 21 by the United Association encompasses Westchester, Putnam, Dutchess and Ulster Counties, the towns of Middletown and Roxbury in Delaware County, Wallkill and Shawangunk Prison in the town of Shawangunk.

ARTICLE III **ECONOMIC PACKAGE**

Section 3.1 - Wages and Economic Package Breakdown:

The wages and fringe benefits for May 1, 2011 through April 30, 2012 are as follows:

Plumbers & Steamfitters Local 21
1024 McKinley Street
Peekskill, New York 10566
(914)737-7220 Fax(914)737-7299

"ZONE I"
WESTCHESTER & PUTNAM COUNTIES

EFFECTIVE DATE: May 1, 2011 through April 30, 2012

Wage and Fringe Benefit Rates are as follows:

100 % Rate

Classification	Rate	H & W	H.R.A. *	Local Pension	Vacation	Annuity	Ed	Admin	LMCC	PAC	IND	National Pension	International Training Fund	Total Package
General Foreman	\$49.43	10.00	1.75	5.26	4.30	5.87	.90	2.03	.10	.10	.15	2.63	.10	\$82.62
Foreman	\$46.43	10.00	1.75	5.26	4.20	5.66	.90	2.03	.10	.10	.15	2.63	.10	\$79.31
Journeyman	\$41.61	10.00	1.75	5.26	4.00	5.34	.90	2.03	.10	.10	.15	2.63	.10	\$73.97
5 th Year Appr.	\$31.34	6.78	1.70	4.96	2.88	3.52	.71	1.66	.07	.04	.15	2.26	.10	\$56.17
4 th Year Appr.	\$29.22	6.28	1.68	4.65	2.62	3.33	.69	1.53	.07	.04	.15	2.26	.10	\$52.62
3 rd Year Appr.	\$20.59	5.68	1.10	4.32	1.40	1.49	.57	1.18	.07	.04	.15	1.50	.10	\$38.19
2 nd Year Appr.	\$17.75	5.47	.32	4.11	1.35	.62	.52	1.01	.07	.04	.15	1.20	.10	\$32.71
1 st Year Appr.	\$15.29	5.30	.30	3.29	1.25	.58	.50	.95	.07	.04	.15	1.06	.10	\$28.88

H.R.A. (Health Reimbursement Assistance) is part of the Welfare Fund. It is being segregated for accounting purposes only.*

* ALL FRINGES ARE BASED ON *HOURS PAID* WITH THE EXCEPTION OF THE NATIONAL PENSION / INTERNATIONAL TRAINING FUND CONTRIBUTION WHICH IS BASED ON *HOURS WORKED* **

**Please note the following funds Vacation, Admin & PAC are taxable. They should be added to the base wage rate and after the appropriate taxes are withheld the full contribution amount should be remitted to the fund office along with all of the benefits above.

CHANGES IN RATES Wages - G.F.F.JRY=\$1.40, AP5=\$1.04, AP4=\$0.97, AP3=\$0.67, AP2=\$0.56, AP1=\$0.49

Education - All Classifications = add - .20 cents Industry - All Classifications = deduct - .10 cents

ZONE I 04.12"

Plumbers & Steamfitters Local 21
1024 McKinley Street
Peekskill, NY 10566
(914)737-7220 Fax(914)737-7299

"ZONE II"
DUTCHESS & ULSTER COUNTIES

EFFECTIVE DATE: May 1, 2011 through April 30, 2012

Wage and Fringe Benefit Rates are as follows:

100 % Rates														
Classification	Rate	H&W	H.R.A.	Local Pension	Vacation	Annuity	Ed	Admin.	LMCC	PAC	IND	Nat'l Pension	Int. Training Fund	Total Package
General Foreman	\$44.17	10.00	1.50	7.21	4.00	4.54	.90	1.93	.10	.10	.15	2.63	.10	\$77.33
Foreman	\$40.62	10.00	1.50	7.21	4.00	4.19	.90	1.93	.10	.10	.15	2.63	.10	\$73.43
Journeyman	\$37.09	10.00	1.50	7.21	4.00	3.85	.90	1.93	.10	.10	.15	2.63	.10	\$69.56
5 th Year Appr.	\$32.07	6.82	1.50	5.66	2.88	3.55	.72	1.70	.07	.04	.15	2.26	.10	\$57.52
4 th Year Appr.	\$27.55	6.28	1.50	5.14	2.62	3.02	.69	1.47	.07	.04	.15	2.26	.10	\$50.89
3 rd Year Appr.	\$23.59	5.76	.97	5.02	1.40	2.73	.57	1.25	.07	.04	.15	1.50	.10	\$43.15
2 nd Year Appr.	\$20.15	5.58	.30	4.93	1.35	1.73	.54	1.08	.07	.04	.15	1.20	.10	\$37.22
1 st Year Appr.	\$13.99	5.31	.30	3.27	1.25	.99	.50	.92	.07	.04	.15	1.06	.10	\$27.95

*H.R.A. (Health Reimbursement Assistance) is part of the Welfare Fund. It is being segregated for accounting purposes only.

****ALL FRINGES ARE BASED ON HOURS PAID WITH THE EXCEPTION OF THE NATIONAL PENSION/ INTERNATIONAL TRAINING FUND CONTRIBUTION WHICH IS BASED ON HOURS WORKED****

***Please note the following funds Vacation, Admin. & PAC are taxable. They should be added to the base wage rate and after the appropriate taxes are withheld the full contribution amount should be remitted to the fund office along with all of the benefits above.

****CHANGES IN RATES - Wages - G.F.F.JRY-\$1.40, AP5-\$1.14, AP4-\$1.00, AP3-\$0.83, AP2-\$0.70, AP1-\$0.50**
Education - All Classifications = add - .20 cents Industry - All Classifications = deduct - .10 cents

"ZONE II 04.12"

Section 3.2 - Reallocation:

Notwithstanding any other provision contained in this Agreement, subject to approval of the Benefit Fund Trustees, the parties agree that the Union may reallocate the amount provided for in this Agreement for wages and/or fringe benefits to the Plumbers & Steamfitters Local 21 Pension Fund, the Plumbers & Steamfitters Local 21 Health and Welfare Fund and/or Plumbers and Steamfitters Local 21 Annuity Fund, upon thirty (30) days' notice to the Association. However, in no event will the total wages and fringe benefits exceed the amount agreed to between the parties as more fully set forth in Article III of this Agreement and the reallocation shall not apply to the Plumbing and Mechanical Industry Funds.

Section 3.3 - Administrative Dues:

In addition to the wage rate set forth in Section 3.1, including any modifications thereto, listed in this Article, each employee shall be entitled to the amount set forth in Section 3.1 designated "Administrative Dues" ("Admin.") which shall be 2% of the total package for each straight time hour and time and one half for each overtime hour and double time for each double time hour paid, which amount shall, pursuant to written authorization, be added to the wage rate, and after deduction of appropriate FICA and withholding taxes, withheld by the Employer on behalf of general foreman, foreman, journeymen and apprentices, including report pay, straight time, overtime and holiday pay and shall be remitted by the Employer on a monthly basis to the Union with a list of employees, the number of hours paid to each employee and the name of any employee who fails to sign a dues deduction authorization form.

A dues deduction authorization form shall be signed in duplicate, one copy supplied to the Union and one copy supplied to the employer. The authorization shall be irrevocable for a period of one (1) year or termination of the Collective Bargaining Agreement, whichever is sooner, and shall be automatically renewed from year to year thereafter, unless sixty (60) days prior to any anniversary date such authorization shall be terminated by notice in writing to the Employer and the Union.

Section 3.4 - Political Action Committee ("PAC")

In addition to the wage rate set forth in Section 3.1, including any modifications thereto, each employee shall be entitled to the amount set forth in Section 3.1 designated "Political Action Committee" ("PAC") for each straight time hour and time and one half for each overtime hour and double time for each double time hour paid, which amount shall, pursuant to written authorization, be added to the wage rate, and after deduction of appropriate FICA and withholding taxes, withheld by the Employer on behalf of general foremen, foremen, journeymen and apprentices, including report pay, straight time, overtime and holiday pay and shall be remitted by the Employer on a monthly basis to the Union with a list of employees, the number of hours paid to each employee and the name of any employee who fails to sign a dues deduction authorization form. A PAC deduction authorization form shall be signed in duplicate, one copy supplied to the Union and one copy supplied to the Employer.

Section 3.5 -Temporary Heat:

For the duration of this contract Temporary Heat will be paid at the rate of 80 % of the wage and fringe package.

Section 3.6 – Increase May 1, 2011

Effective May 1, 2011 the wage and economic package shall be increased \$1.50 per hour.

Section 3.7 – Increase May 1, 2012

Effective May 1, 2012 the wage and economic package shall be increased \$2.25 per hour.

Section 3.8 – Increase May 1, 2013

Effective May 1, 2013 the wage and economic package shall be increased \$2.50 per hour.

ARTICLE IV **RECOGNITION**

Section 4.1 - The Union:

The Association and the Employer recognize the Local Union as the exclusive collective bargaining agent for the journeymen plumbers, steamfitters and apprentices employed by them within the territorial jurisdiction of the Local Union. Such journeymen plumbers, steamfitters and apprentices are hereinafter referred to as "employees", or "plumbers", "steamfitters" and "apprentices", respectively.

Section 4.2 The Association:

The Union and employees hereby recognize the Hudson Valley Mechanical Contractors Association, Inc. as the exclusive bargaining representative for Employers engaged in plumbing, pipefitting and HVAC work.

Section 4.3 -Members of The Association:

The Hudson Valley Mechanical Contractors Association, Inc. shall furnish the Union with a complete and authenticated list of its members and shall keep the Union advised in writing of any changes in the membership, it being understood and agreed that any member of the association shall be bound for the term of this agreement irrespective as to whether such member remains in good standing of the Association for the period thereof. The Association further warrants to the Union that it has been duly authorized pursuant to its constitution and by-laws to bargain collectively with the Union for its membership.

ARTICLE V **UNION SECURITY**

Section 5.1 - Membership in the Union:

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing, and those who are not members on the date of the signing of this Agreement shall on the eighth day following the beginning of such employment become and remain members in good standing in the Union, provided that if the employer is not an employer primarily in the building and construction industry, or if the employee of said employer covered by this Agreement is not engaged in the building and construction industry then the term "eighth day" mentioned above shall read "thirty first day".

ARTICLE VI **MANAGEMENT RIGHTS**

Section 6.1 - Fair Day's Work:

It is the intent of all parties to this Agreement that the employee will furnish a full fair day's work for a day's pay.

Section 6.2 - No "Moonlighting":

The Union shall not sanction any employee performing any plumbing, heating, cooling or pipe work after his regular working hours for other than his current employer. A member violating this section shall be disciplined by fine, suspension, or expulsion according to the rules and regulation as set forth in the U.A. Constitution.

Section 6.3 - Safety:

The Employer agrees to comply with the rules and regulations provided for in the Occupational Safety and Health Act currently in effect and as amended from the time to time. The Union agrees that its members while in the employ of the Employers will observe and carry out the instructions of the Employer having to do with the Occupational Safety and Health Act currently in effect as amended from time to time.

Section 6.4 – Management Rights

The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this agreement.

ARTICLE VII **TRADE AND WORK JURISDICTION**

Section 7.1 - Work Jurisdiction:

All plumbing and steamfitters work within the jurisdiction of United Association and Local Union 21 as defined but not limited to that set forth in Appendix A of this agreement, shall be performed by plumbers, steamfitters and apprentices, for whom the Union is the sole collective bargaining agent.

Section 7.2 - Fringes:

All fringes are payable under United Association jurisdiction of work.

Section 7.3 - Handling of Materials:

All trade materials and tools will be handled; distributed, hoisted and set by plumbers, steamfitters and apprentices from the time of arrival on the job site. These trade materials and equipment shall be those items normally within the jurisdiction of Plumbers and Steamfitters Local Union 21. These trade materials shall include but not be limited to all fixtures and appliances, the unloading, handling, rigging, setting and connecting up of boilers, chillers, cooling towers and any other vessel that is the work of plumbers, steamfitters and apprentices. However, when the Employer does not have specialized rigging equipment required for a very heavy rigging job and hires or contracts for such equipment the plumbers, steamfitters and apprentices shall comprise not less than fifty percent (50%) of a composite crew for the rigging only.

Section 7.4 - Assembling Equipments or Material:

Any equipment or materials under the jurisdiction of the plumbing and steamfitting trade shall be accepted and installed by plumbers, steamfitters and apprentices provided such material or equipment conforms to the national form of agreement of the United Association. Otherwise, all materials and equipment shall be assembled on the job site by plumbers, steamfitters and apprentices, including but not limited to the assembly of all basins, sinks and toilets, and any equipment pertaining to heating, cooling or any other material or equipment covered under the jurisdiction of plumbers and steamfitters.

Section 7.5 - Settlement of U.A. Craft Disputes:

It is understood that a trade or craft dispute in the United Association local union or between two or more United Association local unions shall be adjusted and decided in accordance with the procedure currently established in the Constitution of the United Association, reviewed and as amended from time to time.

Section 7.6 - Plumbing and HVAC Specifications:

On any plumbing or HVAC job in excess of \$150,000.00 dollars a spec sheet supplied by the union shall be filled out by all contractors and sent in to the union.

Section 7.7 - Vehicles:

Tappan Zee Hudson River Crossing Project
A vehicle shall be provided as a tool of the trade.
Contract D214134

Section 7.8 - Demolition:

Dismantling of materials or equipment, the installation of which would normally be within the jurisdiction of this agreement, will be performed by plumbers and steamfitters as follows: (a) for materials or equipment intended for re-use at the job site, plumbers, steamfitters will perform all dismantling operations preliminary to, incidental to, or connected with the performance of an Employer's contract; (b) materials or equipment intended for scrap or removal from the job site is not within the jurisdiction of this agreement except that the first disconnects and the lowering of the pipe to the ground shall be the work of the plumbers and steamfitters within the jurisdiction of this agreement. Any demolition work performed by plumbers and steamfitters may be paid at the 80% rate for wage and fringes.

Section 7.9 - Valve Repair:

All valve repair work in any nuclear power plant and all other valve repair work, in the geographical jurisdiction of Plumbers, Steamfitters and Apprentices of Local Union 21, shall be performed only by employees covered by this agreement.

ARTICLE VIII
NO STRIKE – NO LOCKOUT

Section 8.1 - No Strike – No Lockout:

During the term of this agreement each of the signatory parties agrees that there will be no strikes, work stoppages or lockouts by members of the Union or by the Employer provided, however, the Union may strike where an Employer fails to pay wages in full and on time or the Union has been advised by the administrative officer of the fringe benefit funds in accordance of the collection procedures set forth in this agreement that an Employer is delinquent in the payment of fringe benefits.

Section 8.2 - Commitment:

This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement.

ARTICLE IX
GRIEVANCE AND ARBITRATION PROCEDURES

Section 9.1 - Joint Conference Board:

Should any dispute arise within the jurisdiction of Local 21 between the Employer and the Union, it shall be referred to a Joint Conference Board consisting of six (6) members, and two (2) alternates of which three (3) members and one (1) alternate shall be designated from the Hudson Valley Mechanical Contractors Association, Inc. and three (3) members and one (1) alternate from the Union. Such designations shall be made by the parties within thirty (30) days after this contract is signed. The members shall serve for the life of this agreement and shall meet jointly. The members of the Board shall not be active participants in the dispute. A quorum shall consist of four (4) members. A minimum of two (2) union and two (2) management with equal voting regardless.

Section 9.2 - Officers:

The Members of the board shall meet within five (5) days of the notices of appointment and elect a chairman and a secretary who shall act as such during the life of this agreement. The chairman and the secretary shall be elected from opposite parties.

Section 9.3 - Records:

The secretary shall keep a correct record of all meetings, three copies of same to be made, one for the Association, one for the Union and one for the record or files of the conference board. These records shall be signed by the chairman and secretary of the said board as to their correctness. Minutes to be signed at the hearing by both sides.

Section 9.4 - Meetings:

The board shall meet at such times and places as it may select. Either the chairman or secretary is empowered to call meetings and the board shall meet within 72 hours of such notice.

Section 9.5 - Enforcement:

Any damage that may be established will be determined at the hearing by the Joint Conference Board.

Section 9.6 - Notice of Grievance:

Either party hereto having a grievance, or a violation of this agreement, shall serve notice of such to the representative of his party who shall at once notify the opposite party. In case the grievance is one whereby the terms of the trade agreement are being violated, the cause shall be removed at once; failing, the aggrieved party can appeal to the conference board, who shall meet and make a decision within 72 hours. Any testimony given at a hearing will be accepted only after witness attests to validity and accuracy of all statements. Also, that the six (6) members of the Board (3 Union and 3 Management) will not be the aggrieved or bring about the grievance.

Section 9.7 - Arbitration:

Any dispute not settled by the conference board shall be submitted to the Industrial Relations Council for the Plumbing and Pipefitting Industry and any decision rendered thereunder shall be final and binding on both parties.

ARTICLE X
REFERRAL AND HIRING PROCEDURES

Section 10.1 - Number of Employees:

In the referral of applicants, the Employer shall be the sole judge of the number of employees required.

Section 10.2 - Local Referral Practices:

The Employer agrees to be bound by the referral practices in the local area as set forth in Section 10.4.

Section 10.3 - Competent Journeymen:

The Employer shall request the local union to refer competent and skilled journeymen, apprentices and, to the best of its ability, the union will refer personnel qualified for the work for which they were requested.

Section 10.4 - Hiring Procedure:

An Employer shall on forty-eight (48) hours notice, not including Saturdays, Sundays and holidays, advise the Union before employing plumbers or steamfitters giving all necessary data to the Union with respect to the type of work, location of the job, number of plumbers or steamfitters to be employed, etc. so as to afford the Union equal opportunity to recommend qualified applicants. The local union will refer plumbers or steamfitters for employment on a non-exclusive basis. An Employer may call by name to the union for employees

An Employer may solicit plumbers and steamfitters who are members of the Union, and employees may solicit work directly from an Employer.

The Employer must notify the Union within 24 hours of the names of all employees hired. Failure to comply will result in a \$ 100.00 fine.

An Employer whose principal place of business and operation is within the territorial jurisdiction of Local 21 and who is not deemed a local contractor in the territorial jurisdiction of any other UA local shall have freedom of movement of Local 21 plumbers, steamfitters and apprentices within the territorial jurisdiction of the union.

An Employer whose principal place of business and operation is not within the territorial jurisdiction of Local 21 or who is deemed a local contractor in the territorial jurisdiction of another UA local shall not have freedom of movement of Local 21 plumbers, steamfitters and apprentices within the territorial jurisdiction of the union.

Section 10.5 - Union's Responsibility:

The Union agrees to the best of its ability, to furnish the Employer, at all times, duly qualified journeymen, and/or apprentices in sufficient number, as determined by the Employer, necessary to properly execute the work under terms specified in this Agreement.

Section 10.6 - Non- Discrimination:

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation or terms and conditions of employment because of such individual's race, color, religion, sex, national origin, sexual orientation, age, physical handicap, medical condition, disability, veteran status or citizenship status.

The Employer and the Union agree that there will be no discrimination by the employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

Section 10.7 - Posting of Notices:

The Union and the Employer shall post in places where notices to employees are customarily posted all provisions relating to the referral and hiring procedures.

ARTICLE XI
WAGES AND EXPENSES

Section 11.1 - Employment of Apprentices:

Apprentices shall be employed in a ratio of one (1) apprentice for each three (3) plumbers or steamfitters, except where only one (1) plumber or steamfitter is employed; in which event, an Employer may have one (1) apprentice only. Five (5) apprentices are the maximum allowed on one job. All apprentices must be registered with the Union Apprenticeship Program.

Section 11.2 - Apprentice Wage Rates:

Apprentices shall serve a term of apprenticeship as stipulated by the New York State Apprenticeship standards. The hourly wage rates for Apprentices shall be provided in Article III of this agreement.

Section 11.3 - Apprentice Fringe Benefits:

Contributions to fringe benefit funds shall be made on behalf of all new apprentices starting from the first day of employment.

Section 11.4 - Expenses and Board:

Expenses and board shall be paid to plumbers and steamfitters when sent out of the jurisdiction of the Local Union. Wages and fringe benefits shall be the same as those governing the Local Union of the United Association at the place of the work, provided said wages and fringes are not lower than those of Local 21.

Section 11.5 - Fringe Benefits for Outside Key Men:

It is the intent and purpose of this section that with, the exception of the contributions to the Education Fund and Administration Dues, fringe benefit contributions on behalf of a key employee shall be paid to the fringe benefit funds of their home local union. For such outside key men whether general foreman or foreman the hourly wage and total fringe benefit package shall not be less than that specified in this agreement. When an Employer subject to this Agreement, sends a key employee represented by this Union to a job outside the area covered by this Agreement, the employee shall be paid the hourly wage and total fringe benefit package of the local union in whose jurisdiction he is working or of the Union party to this Agreement, whichever is higher.

Section 11.6 - Height Hazard Premium:

When plumbers, steamfitters and apprentices are required to perform work within the jurisdiction of Local Union 21 on a scaffold or ladder or otherwise at a height of 45 feet or more, such employees including their partners shall receive fifty cents (.50 cents) per hour in addition to the regular hourly rate. This section shall apply to all men working in units of two.

Section 11.7 - Discomfort and Additional Training Pay:

Any employee covered by this agreement shall be paid an additional one (\$1.00) dollar per hour wages and an additional one (\$1.00) dollar contribution to the Annuity Fund for each hour worked where any or all of the following conditions relating to the discomfort or additional training of the Employee shall apply:

1. By or at the request of the Employer, the employee is issued and uses garb or equipment worn against the body not customarily worn or used by the plumbers and steamfitters. Clean room garb, hard hats, dust masks, welding gear and safety glasses are not applicable.
2. The Employee is required to undergo psychological evaluation as a condition for performing the work.
3. The Employee is required to obtain training that is not customary for plumbers and steamfitters as a condition for performing the work, including but limiting to: "Yellow Badge" radiation training

Section 11.8 - Program for Apprentice Training:

The Employer agrees to abide by the program for apprentice training in accordance with the terms of the Standards of Apprenticeship developed by the New York State Apprenticeship Council.

ARTICLE XII **HOURS OF WORK, HOLIDAYS & OVERTIME**

Section 12.1 - Hours of Work:

The work week will consist of forty (40) hours, Monday thru Friday, except when job conditions do not permit. Eight hours shall constitute a days work, and shall be performed between the hours of 7 A.M. and 3:30 P.M., or 7:30 A.M. and 4:00 P.M. or 8 A.M. and 4:30 P.M. One half hour shall be allowed for lunch between 12:00 noon and 12:30 P.M. Variable start time shall be allowed when mutually agreed between the Employer and Business Manager or Agent.

Section 12.2 - Overtime Hours:

Any overtime worked before or after the standard eight (8) hour day Monday through Friday and all day Saturday will be paid at time and a half wages and benefits. All other time will be at double time. All overtime is paid on wages and benefits.

Section 12.3 - Shift Work:

When directly specified in public agency or authority contract documents or where provided for in private sector job specifications and/or contracts, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sunday and holidays. One half hour (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and fringes for shift work shall be the straight time rates set forth in Article III of this Agreement plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work. If a day shift exists, the above terms and conditions shall still apply to the night shifts. In private sector jobs, shift work may be permitted by agreement between the Union Business Manager or Agent and the Employer.

Section 12.4 - Holidays:

The following holidays or the days that may be observed as these holidays, if worked, shall be paid for at the rate of double time. If any of the below holidays fall on Sunday, Monday shall be observed as the holiday; if any of the below holidays fall on Saturday, Friday shall be observed as the holiday. For premium purposes, holidays celebrated as such shall be utilized for the computation of overtime pay.

New Year's Day	Fourth of July	Christmas Day
President's Day	Labor Day	
Good Friday	Thanksgiving Day	
Memorial Day	The Day after Thanksgiving	

Section 12.5 - Transportation by Ship or Airplane:

Where a job requires transportation by ship or airplane plumbers, steamfitters and apprentices shall report to the point of embarkation 15 minutes before the normal start time and must be returned to said point by no later than 15 minutes after the end of the normal work day.

Section 12.6 Reporting Time:

The Employer agrees he will not require the plumber, steamfitter or apprentice to report to the shop for materials to be taken to the job any earlier than 15 minutes before the start of the regular workday. When not required to report at the shop, plumbers, steamfitters and apprentices shall be on the job ready to commence work at the start of the normal workday. When a plumber, steamfitter or apprentice drives the employers' truck to the job he shall return the truck to the shop no more than 15 minutes after the end of the normal workday.

Section 12.7 - Starting Time:

Plumbers, steamfitters and apprentices ordered to report the same day shall receive pay from 7 A.M. or the time mutually agreed to start on that particular job.

Section 12.8 - Manning & Permission for Overtime Work:

No plumber, steamfitter or apprentice shall be permitted to work at the trade for any Employer or any person outside of the normal workday. Permission to work at any other time, including but not limited to Saturdays, Sundays or Holidays set forth in this Agreement, must be obtained by the plumbers, steamfitters or apprentice from the Union Business Manager or Agent. Plumbers, steamfitters or apprentices working regular time on jobs shall be given preference on overtime work on the same job. Ample notice shall be given except when an emergency exists.

Section 12.9 - Work before and after Holidays:

If work is available, plumbers, steamfitters and apprentices must be permitted to work on all other regular working days in any week in which an enumerated holiday falls unless with respect to a particular job and a particular holiday the Business Manager or Agent and the Employers involved agree that it would not be practical to keep the job open on a given day.

Section 12.10 - Call in Pay:

Any plumber, steamfitter and apprentice after being hired and reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the prevailing rate of wages unless he has been notified before the end of the last preceding day not to report, or when weather conditions make it impossible for the employee to install site piping. Any Employee having commenced work and said work terminates within two (2) hours for any reason shall be paid for two (2) hours work. Any Employee having commenced work having worked beyond two (2) hours shall receive not less than four (4) hours pay and full benefit contributions.

Section 12.11 – Saturday Make-up Day:

At the Employer's discretion, Saturday can be substituted as a make-up day at the straight time rate of pay as the result of inclement weather which causes a cessation of work during the work week. Any work after eight hours on a Saturday make-up day shall be at time and a half. If the make-up day results in an employee being entitled to more than forty (40) hours pay for the week, the additional time shall be at time and a half. The crew of employees on a make-up day shall not exceed the average crew size employed during the week. If Saturday is a scheduled overtime day it may not be used as a make-up day.

ARTICLE XIII **PAY DAY ACCOUNTABILITY** **AND TERMINATION**

Section 13.1 - Payment of Wages:

All plumbers, steamfitters and apprentices shall be paid in United States currency weekly on or before the end of the normal workday on Friday on the job. If Friday should be one of the holidays, wages are to be paid on Thursday on the job. Not over two days pay at any time shall be held back. Where large payrolls are involved and it can be shown that a robbery hazard exists, written permission may be granted by the Union to pay by check on Thursday instead of cash on Friday, (must be a local bank) provided the Employer furnishes sufficient surety to guarantee payment thereof. Where permission has been granted by the Union to pay by check and if Thursday should be one of the holidays, employees who are to be paid by check are to be paid on Wednesday. In the event work is not provided on pay day because of inclement weather, the Employer shall endeavor to pay his employees by 12: 00 noon. If an Employer fails to make timely payments of wages as provided herein, he shall pay the employee who is available to receive payment double time after the end of that regular work day for waiting until actual payment is made.

Direct (electronic) deposit will be an option that can be mutually agreed upon by the member and the contractor. This will be through a New York bank, and the current wording in the contract will remain the same. If there is a problem with the direct deposit, it will stop.

Section 13.2 - Wage Information:

Each Employer shall list on each pay envelope his full and correct name and business address and itemize all deductions made from gross wages.

Section 13.3 - Termination:

When plumbers, steamfitters and apprentices are to be terminated they shall be so notified and given their pay including a full day's pay for the layoff day not later than one (1) hour before the work days end. If a plumber, steamfitter or apprentice is discharged for cause, he shall be paid at the time of discharge. Furthermore, Employers when laying off or discharging an employee shall transmit with the pay envelope a writing setting forth that such employee was laid off or discharged and the date of such termination.

Section 13.4 - Certification:

Any employee who shall be required, as a condition of employment, to pass any exam or take any certification test shall be given a copy of such exam or certification prior to being laid off or terminated, except if the Employee quits, leaves on his own choosing or is terminated for cause. The cost of any exam or certification test required by an employer shall be paid by the Employer and the Employee shall be paid for the time taking the exam or test at the same hourly wage he would be paid under this Agreement.

ARTICLE XIV **SUPERVISION**

GENERAL FOREMAN AND FOREMAN

Section 14.1 - Foreman Requirements:

Every job shall have a foreman with the following exceptions: Private houses or condominiums not part of a development which contain ten (10) units or less. An apprentice is not permitted to work on a job until there are at least three (3) journeymen on the job.

Section 14.2 - Foreman Selection:

The foreman shall be selected and hired solely by the Employer.

Section 14.3 - General Foreman and Foreman:

A general foreman and foreman shall act as agent of the Employer only and shall not apply or attempt to apply any Local Union work rules, regulations, bylaws or provisions of the Union Constitution in any respect to the working conditions of this agreement.

Section 14.4 - Outside Employer Restrictions:

An outside Employer is only allowed to bring (1) one key man to work on a job within the geographical jurisdiction of Local 21 that is not a member of Local 21 regardless of how many jobs the Employer may be doing in the jurisdiction of Local 21. An outside Employer is an Employer whose principal place of business and operation is not within the geographical jurisdiction of Local 21 or who is deemed a local contractor in another UA local.

Section 14.5 - Foreman Qualifications:

When two (2) men are working on a job, one shall be a working foreman. A foreman shall handle up to eleven (11) men including himself. When a twelfth (12th) man is needed, a general foreman shall be made, and can handle an additional eleven (11) man crew including himself. The twenty-third (23rd) man will be a foreman, the thirty-fourth (34th) man will be a foremen, etc.

ARTICLE XV
WELFARE FUND CONTRIBUTIONS

Section 15.1 - Welfare Fund:

The Employer agrees to comply with the Agreement and Declaration of Trust governing the Plumbers and Steamfitters Local 21 Welfare Fund and the rules and regulations of the aforesaid Fund as may be adopted by the Board of Trustees from time to time, and the aforesaid Trust Agreement, Bylaws, Rules and Regulations shall be part of this Agreement as if fully set forth herein. The Employer agrees to contribute the amount set forth in Article III, including any modifications thereto, designated "WELFARE" (H&W) to the Fund for each hour paid to general foremen, foremen, journeymen and apprentices.

Section 15.2 - Health Reimbursement Assistance (H.R.A.)

The Employer agrees to comply with the Agreement and Declaration of Trust governing the Plumbers and Steamfitters Local 21 Health Reimbursement Assistance Fund (H.R.A.) and the rules and regulations of the aforesaid Fund as may be adopted by the Board of Trustees from time to time, and the aforesaid Trust Agreement, Bylaws, Rules and Regulations shall be part of this Agreement as if fully set forth herein. The Employer agrees to contribute the amount set forth at Article III, including any modifications thereto, designated "HRA" to the fund for each hour paid to general foremen, foremen, journeymen and apprentices.

ARTICLE XVI
ANNUITY FUND CONTRIBUTIONS

Section 16.1 - Annuity Fund:

The Employer agrees to comply with the Agreement and Declaration of Trust governing the Plumbers and Steamfitters Local 21 Annuity Fund and the rules and regulations of the aforesaid Fund as may be adopted by the Board of Trustees from time to time, and the aforesaid Trust Agreement, Bylaws, Rules and Regulations shall be part of this Agreement as if fully set forth herein. The Employer agrees to contribute the amount set forth in Article III, including any modifications thereto, designated "ANNUITY" to the Fund for each hour paid to general foreman, foreman, journeyman and apprentices.

ARTICLE XVII
EDUCATION AND TRAINING FUND

Section 17.1 - Education and Training Fund:

The Employer agrees to comply with the Agreement and Declaration of Trust governing the Plumbers and Steamfitters Local 21 Education & Training Fund and the rules and regulations of the aforesaid Fund as may be adopted by the Board of Trustees from time to time and the aforesaid Trust Agreement, By laws, Rules and Regulations of the Fund shall be a part of this Agreement as if fully set forth herein. The Employer agrees to contribute the amount set forth in Article III designated "ED" to the Fund for each hour paid to general foremen, foremen, journeymen and apprentices.

Of the amount designated in Article III, five (.05) Cents shall be set aside and accounted for separately, and shall be used exclusively to supplement the wages of apprentices attending daytime training classes.

ARTICLE XVIII
VACATION FUND CONTRIBUTIONS

Section 18.1 - Vacation Fund:

The Employer agrees to comply with the Agreement and Declaration of Trust governing the Plumbers and Steamfitters Local 21 Vacation Fund and the rules and regulations of the aforesaid Fund as may be adopted by the Board of Trustees from time to time and the aforesaid Trust Agreement, Bylaws, Rules and Regulations to the Fund shall be part of this Agreement as if fully set forth herein. The Employer agrees to contribute the amount set forth in Article III designated "VACATION" to the Fund for each hour paid to general foremen, foremen, journeymen and apprentices.

ARTICLE XIX
PENSION FUND CONTRIBUTIONS

Section 19.1 - Pension Fund:

The Employer agrees to comply with the Agreement and Declaration of Trust governing the Plumbers and Steamfitters Local 21/201 Pension Funds and the rules and regulations of the aforesaid Fund as may be adopted by the Board of Trustees from time to time, and the aforesaid Trust Agreement, Bylaws, Rules and Regulations shall be part of this Agreement as if fully set forth herein. The Employer agrees to contribute the amount set forth in Article III, including any modifications thereto, designated "PENSION" to the Fund for each hour paid to general foreman, foreman, journeyman and apprentices.

Section 19.2 - National Pension Fund:

The Employer agrees to comply with the Agreement and Declaration of Trust governing the Plumbers and Pipefitters National Pension Fund and the rules and regulations of the aforesaid Fund as may be adopted by the Board of Trustees from time to time, and the aforesaid Trust Agreement, Bylaws, Rules, and Regulations of this Agreement as if fully set forth herein. The Employer agrees to contribute the amount set forth in Article III, including any modifications thereto, designated "NATIONAL PENSION" to the Fund for each hour worked to general foreman, foreman, journeyman and apprentices.

ARTICLE XX
INTERNATIONAL TRAINING FUND

Section 20.1 - International Training Fund:

The Employer agrees to comply with the Agreement and Declaration of Trust governing the International Training Fund and the rules and regulations of the aforesaid Fund as may be adopted by the Board of Trustees from time to time, and the aforesaid Trust Agreement, Bylaws, Rules and Regulations of this Agreement as if fully set forth herein. The Employer agrees to contribute the amount set forth on Article III, including any modifications thereto, designated "INT. TRAINING FUND" to the Fund for each hour worked to general foreman, foreman, journeyman and apprentices.

ARTICLE XXI
LABOR MANAGEMENT COOPERATION COMMITTEE

Section 21.1 - Labor Management Cooperation Committee (LMCC) Fund:

The Employer agrees to comply with the Agreement and Declaration of Trust governing the Plumbers and Steamfitters Local 21/201 Labor Management Cooperation Committee Trust and the rules and regulations of the

aforesaid Fund as may be adopted by the Board of Trustees from time to time and the aforesaid Trust Agreement, Bylaws, Rules and Regulations of the Fund shall be a part of this Agreement as if fully set forth herein. The Employer agrees to contribute the amount set forth in Article III designated "LMCC" to the Fund for each hour paid to general foremen, foremen, journeymen and apprentices.

ARTICLE XXII **INDUSTRY FUND**

Section 22.1 Industry Fund:

The Employer agrees to comply with the Agreement and Declaration of Trust governing the Plumbing and Mechanical Industry Fund and the rules and regulations of the aforesaid Fund as may be adopted by the Board of Trustees from time to time, and the aforesaid Trust Agreement, Bylaws, Rules and Regulations shall be part of this Agreement as if fully set forth herein. The Employer agrees to contribute the amount set forth in Article III, including any modifications thereto, designated "IND" to the Fund for each hour paid to general foreman, foreman, journeyman and apprentices.

ARTICLE XXIII **PARTICIPATION IN BENEFITS PLANS**

Section 23.1 - Union & Fund Employees:

The benefits provided by the Health and Welfare, Pension, Vacation and Annuity Fund may be provided to employees of the Union and the Benefit Funds so long as contributions at the rates set forth in Article III, including any modifications thereto, designated "Pension", Annuity", Health & Welfare", "HRA" and "Vacation", or the COBRA rate established by the Trustees of the Health and Welfare Fund, are made to the respective Benefit Funds on behalf of said employees.

Section 23.2 -Allocation:

An Employer that elects not to contribute to the Industry Fund [Article XXII – Twenty – Five Cents (.25) per hour] or the Labor Management Cooperation Committee Fund ("LMCC") [Article XXI – Ten Cents (.10) per hour] agrees to contribute an additional Thirty-Five Cents (.35) per hour for each hour paid to general foreman, foreman, journeyman and apprentices covered by this agreement including overtime, holiday and vacation pay, sick leave pay, etc. to the Plumbers & Steamfitters Local 21 Health & Welfare Fund, in addition to the contribution amounts set forth in Article III, including any modifications thereto, designated "IND" and "LMCC", and such additional amendments as may be agreed to between the parties during the term of this Agreement.

Section 23.3 - Merger of Funds:

During the course of the agreement, if any of the Funds are merged, the employer agrees to contribute to the Successor Fund in accordance with Section 3.2 designated "Reallocation".

ARTICLE XXIV **ADMINISTRATION OF FRINGE BENEFIT FUNDS**

Section 24.1 - Payment of Funds:

The amounts due from each Employer as required under Articles XV, XVI, XVII, XVIII, XIX, XX, XXI and XXII as set forth in the Schedule in Article III, including any modifications thereto, shall be due and payable no later than ten (10) days after the last day of the month during which wages have been paid to plumbers, steamfitters and journeymen covered by this Agreement.

Section 24.2 - Breach of Agreement:

Upon the failure of an Employer to contribute to the Benefit Funds in accordance with Section 3.1, including any modifications thereto, the Union may, without further notice, consider this Agreement as having been breached by said Employer. Following a breach of this Agreement, the Union must remove plumbers, steamfitters and apprentices from the employ of such defaulting Employer five (5) days following the day of the month in which contributions were due and payable. The Employer may not terminate, lay off or replace or take any disciplinary action against any employee who refuses to work as a result of the provision set forth above. In the event of the removal of any plumber, steamfitter or apprentice from the job resulting from a breach of this Agreement for failure to make timely contributions, the plumber, steamfitter or apprentice so removed shall be entitled to receive his hourly rate of pay for each hour of waiting time during the work hours of each workday, not to exceed five (5) days pay until the Employer contributes the amount owed to the Benefit Funds as set forth above.

Section 24.3 - Place of Payments:

All payments to the above named Funds shall be due and payable at the office of the said Funds where the said offices may be located from time to time, and payments shall not be deemed to be made until actually received in the offices of the said Funds.

Section 24.4 - Bonding:

In order to insure the payment to each of the several Funds described in this Agreement, every Employer working in the jurisdiction of the Union shall deliver to the Union, a surety bond in a form approved by the signatories hereto or a bank certified check in lieu thereof to be held in escrow by the Funds in the amount of Fifty Thousand Dollars (\$50,000.) for five (5) or fewer employees, or One-Hundred-Thousand dollars (\$100,000) for up to ten (10) employees, executed by a corporate surety licensed to do business in the State of New York, naming the aforesaid Union and the Trustees of the respective Funds as obligees thereunder, and conditioned upon the payment of all contributions to the several Funds as set forth in this Agreement. The third option to insure the payment to each of the several Funds described in this agreement is for contributions to be paid on a weekly basis to the Fund Office. Any Employer that employs more than ten (10) employees covered by this Agreement shall increase the bond by One-Hundred Thousand Dollars (\$ 100,000.) for 11-20 employees, an additional One-Hundred Thousand Dollars (\$100,000) for 21-30 employees, etc.

The bonds, and proof of increases where more than ten (10) employees are added to the payroll, shall be forwarded to:

***Plumbers, Steamfitters and Apprentices Local Union 21
1024 McKinley St.
Peekskill, NY 10566***

and copies of said bonds and proof of increases must be sent forthwith to the Secretary of the Association on behalf of all signatories hereto. Employers who have not furnished the required bond will not be permitted to employ plumbers, steamfitters and apprentices.

Section 24.5 - Audits:

In addition to any other authority which the Trustees of the Benefit Funds or the Fund Administrator may have regarding the collection of Employer delinquencies, the Employer agrees that an auditor to be designated by the Board of Trustees may inspect and audit, at the expense of the Funds, the payroll and any other relevant records of any Employer required by the Plumbers, Steamfitters and Apprentices Local Union 21 Collective Bargaining Agreement to contribute to the Funds, to the extent necessary to determine whether the proper contributions required to be remitted to the Funds have been made. The Employer shall be required to pay the cost of the payroll audit if the payroll audit results in a finding that the Employer has underpaid, during any 12-month period, the lesser of (a) \$1,000.00 or (b) 5 % of the Employer's annual contributions.

Section 24.6 - Legal Action:

Should an Employer refuse to permit an audit, the Trustees may take whatever action, including but not limited to a lawsuit in Federal or State Court, or arbitration to require that the audit be conducted; in which case, the Employer shall be assessed any legal or other fees required to be made by the Fund to conduct an audit of the Employer's books and records.

ARTICLE XXV
WORKING RULES & GENERAL PROVISIONS

Section 25.1 - Manning:

All work performed under the work jurisdiction of the Union must be performed by employees working in units of two: (a) Journeyman with an apprentice, or (b) journeyman with a journeyman, except if a journeyman is welding he must have as non-welding journeyman or apprentice working with him for safety reasons.

Section 25.2 - Qualified Plumbers, Steamfitters:

No person shall be employed as a plumber or steamfitter until he has completed and qualified within each of the respective grades of the apprenticeship program or shall have been registered as a plumber or steamfitter with the union.

Section 25.3 - Transfers:

Plumbers, steamfitters and apprentices shall not be transferred from one shop to another.

Section 25.4 -Stewards:

The said steward and only the steward shall be allowed a reasonable amount of time to perform his duties as such on the job or in the shop. The job steward shall not be transferred from job to job without the permission of the Business Manager or Agent. He shall be, apart from the Foreman the next to the last man on the job. In the event the Employer contends that a job or shop steward is not properly performing his duties as a plumber or steamfitter, the matter shall be handled as a grievance pursuant to Article IX herein. The steward's duties shall not include any matter relating to referral, hiring and termination or disciplining of plumbers, steamfitters or apprentices.

The position of assistant job steward shall not exist until employment level of plumbers, steamfitters and apprentices on the project reaches thirty (30) plumbers, steamfitters or apprentices.

Section 25.5 - Tools:

All tools except rulers shall be furnished by the Employer. The Employer shall not require or permit plumbers, steamfitters or apprentices to use or work with any tool which is actuated by a cartridge or other powder activated device, and a refusal on the part of the employee to use the same shall not be the basis of any disciplinary action or discrimination or any kind against him. The union and the Employee shall cooperate to protect the Employer's tools and equipment.

Section 25.6 -Tool Shed and Lockers:

- A.) When an Employer decides a tool room is to be used in the performance of a job, it shall be manned by a plumber or steamfitter. Manning shall not be restrictive as to other assignments and/or work and should be under the employer's control.
- B) Employers shall provide suitable protective equipment, clothing and boots for plumbers, steamfitters and apprentices doing hazardous work or working in inclement weather or other similar conditions requiring such protective equipment. Employers shall provide hoods, goggles, gloves and jackets for welders. The

employer shall provide suitable jobsite facilities for use of plumbers, steamfitters employed on the job which shall be heated as necessary during the months of November through March.

Section 25.7 - Vehicles:

No plumber, steamfitter or apprentice shall be permitted to furnish a vehicle for the use of an employer. He may use his personal vehicle to drive to the shop or job and may use a vehicle owned by the employer in the performance of his work but cannot use his own vehicle during working hours on Employer's work.

Section 25.8 - Employers entering Business:

A journeyman on entering business and desiring to continue to work with the tools without restrictions shall incorporate and pay fringes on himself and any apprentice or journeyman in his employ. An employer may work with the tools until he hires the third (3rd) man.

Section 25.9 - Temporary Heat, Air Conditioning and/or Refrigeration:

Plumbers or steamfitters working alone shall at all times have jurisdiction in the operation and connection of all equipment for the heating, cooling and air conditioning in a building regardless of the source of the heating or cooling supply. When temporary heating units are utilized, whether water, air (blower type) or steam that are fired by oil, gas or any other means, are to be placed in operation, the placement, piping, operation and maintenance shall be provided by plumbers and steamfitters of Local 21. All piping connections to heating and cooling equipment regardless of the method used, shall be the work of Plumbers and Steamfitters. When plumbers and steamfitters are employed on the job during regular working hours no temporary heat or cooling personnel will be required for the day shift. It is understood that at least one night shift will follow. Any plumber or steamfitter employed on Temporary Heat or Cooling shall attend exclusively to such temporary heat or cooling. The employer shall determine the number of shifts required but each shift shall be eight (8) hours and no plumber or steamfitter shall work more than 34 hours per week. A minimum of four (4) consecutive days shall be required to constitute a shift. In the event an employee's shift release does not report to work the employer and the union will endeavor to find a substitute relief man. In any event, if a man works in excess of 40 hours per week these hours will be paid at time and one half. Refer to Article III for wages and fringes. The heating system for temporary heat shall be operated and maintained by Plumbers or Steamfitters until mechanical hookup of boiler is completed and/or accepted by owner.

Section 25.10 - Business Representatives:

If an employer refuses to give access at any time to shops and jobs to the Business Manager or Business Agent of the Union, all plumbers, steamfitters and apprentices must leave the job or shop at once.

No Business Manager or Business Agent or other Union representative shall apply or attempt to apply any Local Union work rules, regulations, bylaws, or provisions of the Union constitution in any respect to the working conditions of this Agreement.

Section 25.11 - Material Handler:

Each employer shall be entitled to a material handler who shall be an apprentice of Local Union 21. The material handler may do the following under the direction of a plumber or steamfitter.

- | | | |
|----------------------------------|----------------------------------|-------------------|
| 1. Deliver and handle material | 7. Layout assistant | 13. Fire Stopping |
| 2. Assist with scaffold set up | 8. General cleanup | |
| 3. Cutting and Patching | 9. Fitting preparation | |
| 4. Fixture cleaning and caulking | 10. Assist on punch list | |
| 5. Core drilling | 11. Toilet accessories & backing | |
| 6. Demolition | 12. Install hangers & shields | |

ARTICLE XXVI
FABRICATION

Section 26.1 - Fabrication:

All pipe, threaded rod, brackets, hangers, racks and stands shall be cut and fabricated on the jobsite or in the shop. If fabricated off the jobsite this work shall be done within Local 21's geographical jurisdiction by Local 21 members paid at the Building Trades rate in effect at the jobsite.

ARTICLE XXVII
SUBCONTRACTING

Section 27.1 - Subcontracting:

The Employer shall not make any arrangement with a plumber, steamfitter or apprentice where by such plumber, steamfitter or apprentice shall perform work on a subcontract basis or lump the installation of any heating, sprinkler or pipe work or any other work coming under the jurisdiction of the United Association.

No plumber, steamfitter or apprentice shall be permitted to nor shall he subcontract or lump the installation of any heating, sprinkler or pipe work or any other work coming under the jurisdiction of the United Association or work in any shop where subcontracting is practiced.

The Employer agrees that no portion of any plumbing or steamfitting contract shall be subcontracted to any other contractor who is not in signed relations with this Union. No Employer who is signatory hereto shall accept or finish the work of a non-union contractor or contract for work with a non-union contractor without permission of the Business Manager or Agent of the Union.

ARTICLE XXVIII
RESIDENTIAL CONSTRUCTION

Section 28.1

See separate page. (In effect until replaced by the National Residential Agreement)

ARTICLE XXIX
RESIDENTIAL WORK, RESIDENTIAL AND COMMERCIAL REPAIRS
REPLACEMENTS AND ALTERATIONS

Section 29.1

See separate page

ARTICLE XXX
INSTALLATION AND SERVICE OF
TEMPERATURE CONTROLS

Section 30.1 - Temperature Controls:

Irrespective of the provisions of Article XXV of this Agreement, plumbers, steamfitters and apprentices working on service and installation for Honeywell Inc., Johnson Service Company, Barber-Coleman Company, or any other contractors who are or may in the future be signatory to the National Agreement for Comfort Heating and Air Conditioning Temperature Control, who furnish their own automobile during working hours shall be paid at the maximum rate allowed by Internal Revenue Service for mileage, but no less than 50¢ per mile.

than seven (\$7.00) per day. Reimbursement for use of own automobiles will be the maximum allowable per mile by Federal guidelines for the duration of the contract. The starting and finishing point shall be the Union's business office.

ARTICLE XXXI

GENERAL PROVISIONS

Section 31.1 - Protective Legislation:

- a. For all employees covered by this Agreement, the employer shall carry workers compensation insurance with a company authorized to do business in New York State, social security, disability insurance, unemployment insurance and such other insurance as may be required by law and shall furnish satisfactory proof of such coverage to the Union.
- b. When plumbing is installed which does not meet the requirements of the plumbing code governing that area and the Business Manager or Business Agent of the Local Union has knowledge of the same, he shall call the matter to the attention of the plumbing inspector having jurisdiction in that particular locality only after the license holder is notified and refuses to act to correct the infraction.
- c. When welding is performed which does not meet the requirements of the spec (ASME, ASTM, etc.) the business manager or agent shall bring the improper welding to the attention of the contractor. If such improper welding is not corrected, the business manager or agent shall notify the owner.

Section 31.2 - Saving Clause:

If any part of this Agreement shall be unenforceable as a matter of law, the remaining sections shall nevertheless be valid and enforceable.

Section 31.3 - Equal Conditions:

The Union agrees that no terms or conditions more favorable than those contained in this Agreement will be given to any other employer within the territorial jurisdiction of the Union. Should more favorable conditions be granted by the Union to any other employer, all employers shall have the right to immediately adopt the same conditions and such conditions shall become a binding part of this Agreement. This provision will not apply to work being performed by a contractor under the terms of the National Industrial Maintenance Agreement of the United Association or a Building Trades Project Labor Agreement signed by Local 21.

Section 31.4 - Partners in Productive Excellence ("PIPE"):

The Association shall designate an equal number of representatives to a labor management committee who, together with an equal number of Union representatives, shall meet on a monthly basis and shall study and evaluate any proposed laws, ordinances, regulations or issues arising as a result of the collective bargaining relationship or any matter concerned with the industry.

Section 31.5 - Inside position

Local 21 members who desire an inside position with an employer shall be paid at the 80% rate. He shall be a Local 21 member in good standing. (See separate page)

Section 31.6 - Drug & Alcohol:

It is the policy of the Building and Construction Trades Department, AFL-CIO that pre-hire testing of applicants for employment for drugs and/or alcohol will be allowed in those instances when such testing is required by the owner employing the contractor for whom the applicant seeks to work or by pertinent government regulation or other requirement provided however, that any such chemical testing shall be conducted under generally accepted scientific procedures to ensure the validity and accuracy of such tests.

Further, the [redacted] shall appoint a joint committee to develop a detailed substance abuse policy.

Appendix A - Project Labor Agreement (Schedule A)
Final for Execution - November 21, 2012

Section 31.7 – Work Opportunity Resource

The parties have agreed to enter into a separate agreement entitled Agreement in Aid of Work Opportunities which shall be the mechanism for creation and operation of a Work Opportunity Resource Committee (WORC). WORC will have the authority to adjust terms of this Agreement in circumstances where the designated committee members believe that such adjustments are warranted. The parties also agree that the adjustments set forth in the Agreement in Aid of Work Opportunities may be modified from time to time by agreement of the parties by entering into written revisions of the Agreement in Aid of Work Opportunities.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

FOR

UNION:

PLUMBERS, STEAMFITTERS AND APPRENTICES
LOCAL UNION 21 AFFILIATED WITH THE
UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED STATES
AND CANADA, A.F.L. - C.I.O.

DATE: 6/28/11

By: _____

FOR

ASSOCIATION:

HUDSON VALLEY MECHANICAL CONTRACTORS
ASSOCIATION, INC.

DATE: / /

By: _____

FOR

EMPLOYER:

Print
Company
Name: _____

Address: _____

Tel. Number: _____

DATE: / /

By (Print Name): _____

Signature: _____

APPENDIX A

This Agreement shall apply to and cover all employees of an Employer employed to perform or performing plumbing, heating and piping work as listed hereinafter within the geographical jurisdiction allocated to the Local Union by the United Association:

1. All piping for plumbing, water, waste, floor drains, drains grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundation.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for root flashings in connection with the pipe fitting industry.
11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling assembling, and erecting, of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot-collecting piping systems.
21. The setting, erecting and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for the same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air heating, and all accessories and parts of burners and stokers, etc.

26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems, and piping whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, and servicing of all work after completion.
34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with pipe fitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades (i.e., artificial water falls), make-over water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purpose.

50. Piping herein specified means pipe made from metals, tile glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable, in the pipe fitting industry, regardless of size or shapes.
51. The dismantling of pipes and equipment preliminary or incidental to or connected with the performance of an Employer's contract.
52. Complete Solar systems that supply domestic hot water, hot water heating, and space heating, and space heating and combined heating and cooling for commercial and residential applications.
Complete Solar systems that are used in agricultural and process heat applications, conversion of products and all industrial applications, including solid waste disposal systems, whether the use is primary or secondary and when installed in new construction or retrofitted into existing buildings.
53. Backing for toilet.
54. Geothermal heating & cooling.
55. Liebert units handling & piping.
56. Heat Pumps.
57. Washing machines and gas dryers.

PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND
REVISED STANDARD FORM OF PARTICIPATION AGREEMENT

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1. a) Commencing with the first day of May 1, 2011, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>	<u>EFFECTIVE DATE</u>
ZONE I & II 100% rates, Ind. Pt.		
Journeyman, Gen. For. For.	<u>2.63</u> per hour	<u>05/01/11</u>
Apprentice 4 & 5	<u>2.26</u> per hour	<u>"</u>
App. 3	<u>1.50</u> per hour	<u>"</u>
Other - specify App. 2	<u>1.20</u> per hour	<u>"</u>
App. 1	<u>1.06</u>	<u>"</u>

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "employees" for purposes of the Plan and this Standard Form of Participation Agreement

- b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable).
- c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employer's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein or in a separate participation agreement.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees when serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorized the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, and provisions of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.
6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is April 30, 20 14. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

FOR LOCAL UNION NO. 21, UNITED ASSOCIATION

BY _____

(Authorized Union Officer)

FOR THE EMPLOYER*

(Insert Name of Employer)

Address _____

By _____

(Authorized Officer of Employer)

Date _____, 20____.

*If Employer Association, attach a list of the names and addresses of the Employers represented by Association.

NOTE: This form should be attached to the Collective Bargaining Agreement. It is not necessary to repeat the clause in the Collective Bargaining Agreement. You may refer to it in your Collective Bargaining Agreement by stating therein: "The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement." If you want to include the language of this form in the body of a Collective Bargaining Agreement that may be done and the signature of the parties at the end of that agreement will be sufficient.

Plumbers & Steamfitters Local 21
1024 McKinley Street
Peekskill, New York 10566
(914)737-7220 Fax(914)737-7299

"ZONE I"
WESTCHESTER & PUTNAM COUNTIES

EFFECTIVE DATE: May 1, 2011 through April 30, 2012

Wage and Fringe Benefit Rates are as follows:

Classification	Rate	H & W	H.R.A. *	Local Pension	Vacation	Annuity	Ed	Admin	LM/GC	PAC	IND	National Pension	International Training Fund	Total Package
General Foreman	\$49.43	10.00	1.75	5.26	4.30	5.87	.90	2.03	.10	.10	.15	2.63	.10	\$82.62
Foreman	\$46.43	10.00	1.75	5.26	4.20	5.66	.90	2.03	.10	.10	.15	2.63	.10	\$79.31
Journeyman	\$41.61	10.00	1.75	5.26	4.00	5.34	.90	2.03	.10	.10	.15	2.63	.10	\$73.97
5 th Year Appr.	\$31.34	6.78	1.70	4.96	2.88	3.52	.71	1.66	.07	.04	.15	2.26	.10	\$56.17
4 th Year Appr.	\$29.22	6.28	1.68	4.65	2.62	3.33	.69	1.53	.07	.04	.15	2.26	.10	\$52.62
3 rd Year Appr.	\$20.59	5.68	1.10	4.32	1.40	1.49	.57	1.18	.07	.04	.15	1.50	.10	\$38.19
2 nd Year Appr.	\$17.75	5.47	.32	4.11	1.35	.62	.52	1.01	.07	.04	.15	1.20	.10	\$32.71
1 st Year Appr.	\$15.29	5.30	.30	3.29	1.25	.58	.50	.95	.07	.04	.15	1.06	.10	\$28.88

H.R.A. (Health Reimbursement Assistance) is part of the Welfare Fund. It is being segregated for accounting purposes only.
** ALL FRINGES ARE BASED ON HOURS PAID WITH THE EXCEPTION OF THE NATIONAL PENSION / INTERNATIONAL TRAINING FUND CONTRIBUTION WHICH IS BASED ON HOURS WORKED **

***Please note the following funds Vacation, Admin & PAC are taxable. They should be added to the base wage rate and after the appropriate taxes are withheld the full contribution amount should be remitted to the fund office along with all of the benefits above.
**CHANGES IN RATES- Wages - GF, E, JRY=\$1.40, AP5=\$1.04, AP4=\$0.97, AP3=\$0.67, AP2=\$0.56, AP1=\$0.49
Education - All Classifications = add - .20 cents Industry - All Classifications = deduct - .10 cents
"ZONE I 04.12"

Employer's Firm Name: _____ Phone: _____
Business Address: _____
Prepared By: _____ Title: _____ Date: _____

100 % Rate ZONE I

Rates Valid : 05/01/2011-04/30/2012

Health & Welfare: _____
H.R.A. _____
Pension: _____
Vacation: _____
Annuity: _____
Education _____
Administrative Fund: _____
LMCC: _____
PAC: _____
IND: _____
TOTAL AMOUNT ENC.: \$ _____

"P&S 04.12"

PART 1 - AGREEMENT
Appendix VI - Project Labor Agreement (Schedule A)
Final for Execution - November 21, 2012

Remittance Report
Plumbers and Pipefitters National Pension Fund
P.O. Box 62031 Baltimore, MD 21264-2031

Contractor Information

	Account #	
	Group	
	Local	
	Work Period	
	Federal I.D. #	

Using This Form

General Instructions: Always return this original form and your check made payable to the Plumbers & Pipefitters National Pension Fund (or PPNPF) to the address shown at the top of this form. Make as many copies of this form as needed to report to your local funds/fringes. Do not report multiple job classes/rates on one form. If additional forms are needed, contact the National Pension Fund at (800) 638-7442 and follow the prompts.

Contributions, along with the completed remittance report form, are due to the NPF no later than the 20th of the month following the work month. For example, July work month contributions are due to the NPF no later than August 20th. In the event the 20th falls on a weekend, contributions will be due the following business day.

If your company will be inactive temporarily, then write "No activity this month" on the remittance report form and return it to the NPF. If your company will be inactive for an extended period, please contact the NPF at (800) 638-7442 and follow the prompts.

Front Page: The top section shows your contractor information. Please review this information and report to the National Pension Fund any inaccuracies as soon as possible. The bottom section of the form contains local-specific reporting instructions such as where to mail your local report and check.

Back Page: The top section repeats your contractor information. The center section of the form, labeled Calculations of Contributions, should include total hours and total amount remitted. The bottom section of the form is to report individual member information. If the pre-printed rates or the pre-printed employee information is inaccurate, please contact the National Pension Fund at (800) 638-7442 and follow the prompts. Please remember to sign the form at the bottom of the page.

For Participating Owners: Owners, spouses of owners and/or shareholders may be permitted to participate in the NPF; however, an evaluation must be completed to determine their eligibility. When reporting for owners, please contact the NPF at (800) 638-7442 and follow the prompts. If the NPF is not notified when owners are reported, there may be severe, negative consequences to future pension benefits for those individuals.

The Fund Office uses imaging and automated data extraction to record your company's contribution information. When filling out the form, please print the information using a **black ink pen**, making sure to keep each number within the borders of each block.

A	B	C	D	E	F	G	H	I	J	K	L	M
N	O	P	Q	R	S	T	U	V	W	X	Y	Z

1	2	3	4	5	6	7	8	9	0
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If you use a pencil or anything other than a black ink pen, the form may not be read by the computer, and the processing of your company's contribution's data may be impacted.

Local-Specific Reporting Instructions

LOCAL 21 ZONE I & II 100% RATE

INDIAN POINT RATE

Declaration: The above contractor affirms and declares that it is a party to a written agreement requiring contributions to the Plumbers and Pipefitters National Pension Fund, and also agrees to be bound by the terms of the Fund's Revised Standard Form of Participant Agreement and by the Fund's Agreement and Declaration of Trust, and also agrees to be bound by the terms of a collective bargaining agreement with the United Association, or a United Association local union, or a local union contractor.

PART 1 - AGREEMENT

Appendix VI - Project Labor Agreement (Schedule A)

Final for Execution - November 21, 2012

5556168860

Contractor Information

	Account #	
	Group	
	Local	
	Work Period	
	Federal I.D. #	

Calculation of Contributions	Fund	Total Hrs.	Rate/Hr.	Amount
	1. National Pension Fund (PPNPF)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	2. International Training Fund (ITF)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	3.	AP5	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
	4.	AP4	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
	5.	AP3	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
	6.	AP2	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
	7.	AP1	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
	8.		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
	9.		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
	10.		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
	11.		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
	12.		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
	13.		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

If final report, indicate here: ☐Check number:

Member Information	S.S.N.	Last Name	First Name	Column 1	Column 2	Column 3	Total NPF Hours
							<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
							<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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							<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
							<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Total Member Information							<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Tappan Zee Hudson River Crossing Project

517

Prepared by: Phone Number:

PART 1 - AGREEMENT

Appendix VI - Project Labor Agreement (Schedule A)

Final for Execution - November 21, 2012

8944168864

PLUMBERS & STEAMFITTERS
LOCAL UNION #21 BENEFIT OFFICE
1024 McKinley Street
Peekskill, NY 10566
Telephone(914)737-7220 Fax(914)737-7299

The undersigned employer agrees to pay Local 21 Fringe Benefit payments and National Pension Fund payments on a weekly basis in lieu of a Surety Bond.

EMPLOYER SIGNATURE

UNION SIGNATURE

EMPLOYER FIRM NAME

UNION REPRESENTATIVE

DATE

DATE

PLUMBERS & STEAMFITTERS LOCAL UNION NO. 21 - SURETY BOND FORM

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT we _____, corporation (or an individual) having an office at _____ as Principal, and _____ having an office at _____

_____ as Surety, are held and firmly bound unto Plumbers & Steamfitters Local Union No. 21, of the United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry encompassing the geographical area as stated in Article XXIV, Section 24.4 in the Collective Bargaining Agreement and the aforementioned Local Union, having its principal office and place of business at 1024 MCKINLEY STREET PEEKSKILL, NEW YORK 10566 and the Trustees for the respective interests involved, as Obligees, in the sum of \$ _____ (Note: FIFTY THOUSAND (\$50,000.00) DOLLARS, for five (5) or fewer employees; ONE HUNDRED-THOUSAND (\$100,000.00) DOLLARS for up to ten (10) employees; \$200,000.00 for up to twenty (20) employees and an additional ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for 21-30 employees, etc. (additional \$100,000.00 for every additional one to ten (1 to 10) employees that are added to the payroll) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS _____.

WHEREAS, the above Obligees has required the above Principal to furnish to the Obligees a Bond of Indemnity guaranteeing payment of contributions plus interest calculated at the rate of one (1%) per month, which shall be calculated based upon the sum of all the contributions due for the period for which the Employer is delinquent, starting with the first day of the second month of delinquency to the Plumbers & Steamfitters Local 21-- Welfare Fund, Pension Fund (Zone I & II) Annuity Fund, Vacation Fund, Education & Training Fund, Political Action Committee Fund, Westchester - Putnam County Plumbing and Mechanical Industry Labor Management Cooperation Committee Fund, Plumbing & Mechanical Industry Fund, Plumbers & Pipefitters National Pension Fund, and Plumbers & Steamfitters Local Union No. 21, respectively which Principal is obligated to pay by agreement between the Principal and the Obligees.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall pay the contributions to the Plumbers & Steamfitters Local 21-- Welfare Fund, Pension Fund (Zone I & II), Annuity Fund, Vacation Fund, Education & Training Fund, Political Action Committee Fund, Westchester & Putnam County Plumbing and Mechanical Industry Labor Management Cooperation Committee Fund, Plumbing & Mechanical Industry Fund, Plumbers & Pipefitters National Pension Fund, and Plumbers & Steamfitters Local Union No. 21, and each of them, which Principal is obligated by agreement with the Obligees to pay, commencing with the date of this obligation, as dated herein above, and is *CONTINUOUS* until cancelled.

PROVIDED, however, that in the event of default on the part of the Principal, the Obligees shall notify the Surety within Ninety (90) days after the Obligees, shall have had actual knowledge of such default, and PROVIDED FURTHER in the event that a suit action or proceeding shall be maintained against the Surety hereunder, no judgement shall be referred against the Surety in excess of the amount of the Bond.

If the Surety shall so elect, this bond may be cancelled at any time by the Surety herein by giving the Principal and the Obligees sixty (60) days written notice of such cancellation. The Surety election to cancel does not waive the Principal's obligation to furnish a bond and the Principal shall be required to obtain a new bond within fifteen (15) days of the written notice of cancellation.

NAME OF EMPLOYER _____
BY _____

NAME OF INSURER _____
BY _____



AGREEMENT

HEAVY & HIGHWAY

Between

**TEAMSTERS UNION LOCAL 445, IBT, AFL-CIO
PO BOX 2097
NEWBURGH, NY 12550**

AND

May 1, 2011 – April 30, 2014

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PREAMBLE

AGREEMENT made this 1st day of May, 2011 by and between Local Union No. 445, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 15 Stone Castle Road, Newburgh, New York 12575 and affiliated with the Hudson Valley and Rockland Building Trades Councils, hereinafter referred to as the “Union”, and for and in behalf of said Union and on behalf of the employees now employed and hereafter to be employed by _____ located at _____ hereinafter referred to as the “Employer”.

WITNESSETH:

WHEREAS: The parties hereto are desirous of improving the labor relations between the Employer, employees and the Union, and

WHEREAS: The parties hereto are desirous of establishing a basic understanding relative to the terms and conditions of employment of the employees by the Employer,

NOW, THEREFORE, in consideration of the premises and promises set forth herein, and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason thereof, the said parties hereby agree as follows:

ARTICLE 1 - SCOPE OF AGREEMENT

Operations Covered: The execution of this Agreement on the part of the Employer or Employer associations, shall cover all employees of the Employer now or during the term of this Agreement engaged in Heavy and Highway Site Construction and Supply work (covered under a separate agreement) and such work as may be incidental thereto including but not limited to: the construction of roads, highways, streets, alleys, driveways, sidewalks, guard rails, fences, parkways, parking areas, airports, athletic fields, highway bridges, railroad and street railway construction projects, sewers, sewage

treatment projects, pure water works, power plants, trunks, laterals and connections, water mains, viaducts, shafts, tunnels, hydro-electric developments, subways, track elevations, inside and outside demolition, elevated highways, drainage projects, reclamation projects, water supply projects, water power developments, pumping stations, transmission lines, duct lines, pipe lines, docks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, break-waters, harbors, industrial sites, golf courses, buildings, including schools, commercial structures, snow plowing by Jeep, suburban, pick-up or other types of vehicles (covered under a separate Agreement), gas transmission mains, apartment houses (public and private) and all earth moving, in the classification covered herein, within the geographical jurisdiction of the Union in the Counties of: Sullivan, Orange, Dutchess, Ulster and Rockland.

ARTICLE II - MINIMUM RATES OF PAY

The minimum rates of pay, including all fringe benefits, hours of work and other provisions set forth in Schedule "A" annexed hereto, are made a part hereof.

ARTICLE III - UNION RECOGNITION, UNION SECURITY, UNION MEMBERSHIP, HIRING OF EMPLOYEES

A. Union Recognition:

The Employer hereby recognizes Teamsters Local Union No. 445, I.B.T., as the sole and exclusive collective bargaining agent for all of said employees covered under this Agreement employed by the Employer in its present establishment (or job sites) or those establishments or job sites hereafter opened by the Employer in the Counties of Sullivan, Orange, Dutchess, Ulster and Rockland, and will not enter into any other agreement with anyone relating to the subject matter of any provision or term of this Agreement. No waiver, variation, or modification of any term or provision of this Agreement shall be effective unless agreed upon in writing by the Employer and the Union.

B. Union Security:

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of continued employment on and after the eight (8th) day following the beginning of their employment, or on and after the eight (8th) day following the effective date of this Agreement, whichever is later.

C. Union Membership:

Upon notice from the Union that any employee who seven (7) days from date of first employment, has failed to tender the periodic dues, assessments, and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union, the Employer agrees, upon being notified by the Union to immediately suspend or discharge such employee as determined by the Union.

D. Hiring of Employees:

It is the intention of the parties hereto to take advantage of the recent clarification of the laws for hiring by the United States Courts that the Union will have exclusive right to supply employees in the bargaining unit; that the parties mutually agree and promise that no discrimination with reference to membership or non-membership in the Union will be practiced against any employee in the bargaining unit in referrals of job applicants required by the Employer.

The Employer, in requiring new or additional employees, shall first contact the Union by calling the Union offices at:

**15 Stone Castle Road, Rock Tavern, NY 12575
(845) 564-5297**

or any other offices designated by the Union from time to time for all employees in the bargaining unit who are needed.

In the event the Employer is notified that such help is not available, or in the event the employees designated by the Union do not appear for work at the time designated by the Employer, the Employer may hire from other available sources.

ARTICLE IV - PAID HOLIDAYS

Any employee ordered to work on Sunday or the following holidays:

New Years Day (Jan. 1)	Labor Day (1 st Monday in Sept.)
Presidents Day (3 rd Monday in Feb.)	Veterans Day (Nov. 11)
Decoration/Memorial Day (last Monday in May)	Thanksgiving Day (4 th Thursday of Nov.)
Independence Day (July 4)	Christmas Day (Dec. 25)

shall receive two (2) times the regular hourly rate of pay for all hours worked on that day (which shall include pay for the holiday) but in no event less than a minimum of sixteen (16) hours pay at the prevailing rate. No Employee shall be paid for the same Holiday by more than one (1) Employer.

Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week, even though he is not ordered to work thereon. This provision shall also apply if a holiday falls on a Saturday or Sunday.

Employees who begin work on a holiday that falls on a Saturday shall be paid one and a half (1.5) times the regular hourly rate of pay for all hours worked on that day plus the eight (8) hours pay for the holiday but in no event less than a minimum of twenty (20) hours pay at the prevailing rate. When a Holiday falls on a Saturday, the Employer has the option to either assign work on Friday and pay Saturday as the Holiday, or not work Friday and pay for the day in lieu of the Holiday.

Employees who begin work on a Holiday which falls on a Sunday shall be paid two and a half (2.5) times the regular hourly rate of pay for work on that day plus eight (8) hours of pay for the Holiday but in no event less and the minimum of twenty-eight (28) hours of pay.

When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such. Shape-up time on holidays shall be computed at the holiday rate.

ARTICLE V - EXTRA AND OUTSIDE EQUIPMENT

In the event the Employer needs extra and outside equipment he will endeavor to obtain suitable and appropriate equipment from sources signatory to Local 445. Should sufficient manned equipment not be available from those sources, the Employer will next endeavor to obtain suitable and appropriate bare equipment and man same with members of Local 445. In the event that adequate numbers of suitable and appropriate equipment are not available from the sources noted above, the Employer will then attempt to procure same from any available Union source. Should sufficient Union sources not be available, Employer will then be able to go to any competitive source.

It is understood and agreed that if an Employer violates any of the provisions of this Article, such violations should be considered as a breach of this Agreement, and the Union shall have the right to withdraw the employees from the employ of the Employer until the Employer abides by the provisions of this Article.

ARTICLE VI - WORKMEN'S COMPENSATION, SOCIAL SECURITY, ETC.

The Employer shall protect the employees with Workmen's Compensation Insurance, Social Security and Unemployment Insurance. Furthermore, the Employer shall promptly comply with all and any laws, ordinances, orders, rules, rulings, and regulations of any and all municipal, county, state and federal authorities, boards, commissions, or other governmental agencies, including the prompt payment and overload fines in the event of a guilty plea or a conviction, relating to either the employment or protection of employees or both.

An employee out on Workmen's compensation shall be given credit by the Welfare Fund to maintain eligibility.

ARTICLE VII - SAFETY, EQUIPMENT

- A. The Union and the Employer recognize that safety on the job is a paramount importance to both parties to this Agreement. To this end the parties hereto agree to cooperate to the fullest extent to promote safety on the job and to comply with all governmental safety and health rules and regulations.
- B. All Employees are responsible for coming to the job prepared for work with hard hat, vest and work boots.
- C. No employee shall be required to operate or work upon a vehicle which is overloaded, or to operate at an excessive speed schedule, or to operate without sufficient rest or in violation of any law or ordinance. Refusal on the part of an employee to operate such vehicle shall not be considered a violation of this Agreement.
- D. The Employer shall not require or request any employee to use equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Mechanical Department of the Employer. Refusal by an employee to operate such equipment shall not be considered a violation of this Agreement.
- E. Whenever a Driver is penalized because of overloaded (including maximum weight or load distribution) or faulty equipment, the Employer shall pay all damages assessed against the employee, including bail bonds, legal fees, fines, accrued overtime for delay, and for any lost earning opportunity that the employee might suffer. All fines must be paid on or before the date returnable, and the driver must be furnished with a receipt evidencing payment of such fine by the Employer. If the employee is

required to appear in Court outside of normal working hours for the above referenced causes, he shall be paid eight (8) hours wages at the straight time rate, without fringes. It is the responsibility of the employee to turn over to the job supervision any citation with twenty-four (24) hours of receipt. Failure to turn in citation will relieve Employer of responsibility to pay for Court appearance.

(Where weight distribution can be properly assessed by the driver, the Union agrees to cooperate insofar as is possible in requiring employees to recognize said responsibilities in the loading of such equipment.)

F. In the event that an employee shall suffer a revocation of his chauffeur's license because of violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such employee at not less than his regular earnings at the time of the revocation of his license.

G. Whenever an employee is arrested or legally detained as a result of an Employer's failure to pay a levied overload or faulty equipment violation, the Employer shall pay said employee for all lost earning time and overtime at the rate of double the applicable straight time hourly rate.

Grievances arising out this Article shall be subject to application and determination by the Union representatives in relationship to the type of job.

ARTICLE VIII - EMPLOYEE RIGHTS, PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any picket line approved by the Building Trades or by the Local Union, including the primary picket line of Unions party to this Agreement and including primary picket lines at the Employer's place of business.

Under no circumstances shall an employee be required to place himself in physical danger.

Any employee required to appear in Court, or at the National Labor Relations Board or at the New York State Labor Relations Board in any manner affecting this Agreement shall be paid in full by the Employer involved in the dispute for such time spent, only if the ruling is in his favor.

No employee(s) shall be required to work or perform services for any other Employer where this Union is conducting a lawful strike.

ARTICLE IX - SHOP STEWARDS

A. A prime contractor recognizes the right of the Union to appoint one of its members to act as Shop Steward on the prime contractor's payroll immediately upon the commencement of any activity on the job by the prime contractors which is covered under this Agreement. The said Steward shall remain employed on such job despite any layoff by the prime contractor or his subcontractor until the completion of such activities which are covered by this Agreement.

The Shop Steward shall see that the provisions of this Agreement are being complied with, and to attempt to adjust disputes and grievances arising on the job.

Nothing contained in this Agreement shall prohibit the Shop Steward's activities in covering the job for the purposes of handling grievances and compelling compliance with this Agreement. Said time is to be considered as active working time.

In the event that more than one shift is agreed upon by the prime contractor or subcontractors and the Union representative, than in that event the need of additional Shop Stewards shall be determined by mutual agreement between the parties. All time spent in handling of grievances, whether on or off the job site by the Shop Steward of the prime contractor or subcontractors shall be considered time worked and paid for such. The Shop Steward shall be paid during any winter shutdowns whenever there is any activity on the job covered by this Agreement. (This provision with regard to completion of jobs and winter shut-downs shall be determined by the representatives of the Union and the Employer.)

B. The Employer shall not discriminate against the Shop Steward and before discharging the Shop Steward shall take up the matter with the officials of the Union. The Steward shall have top seniority over all other employees as long as he is Steward.

C. Construction companies having a stationary barn in the jurisdiction of Local 445 will be allowed to use the Shop Steward assigned to their barn to cover all work done in the jurisdiction of Local 445 (see Article XII, Paragraph E: Barn Seniority).

ARTICLE X - SENIOR TEAMSTER

When Teamster activity is required including the use of vehicles for erecting signs and setting up of projects, said work shall be done by the Senior Teamster. The Senior Teamster shall be the first Teamster on the job and his duties shall consist of coordinating with the Employer all Teamsters activities on the job site including but not limited to hiring of additional Teamsters, inspection and safe operation of

all Teamsters operated equipment, parts chasing, verification of Pension and Welfare contributions in accordance with this Agreement, and lay-off of Teamster employees.

The Senior Teamster shall be paid the hourly wages as set forth in Schedule "A" (Classification and Wages per hours) of this Agreement and shall be guaranteed forty (40) hours of work or pay each week.

The Senior Teamster shall also act as the Shop Steward.

A Senior Teamster will not be required on bridge rehabilitation projects Four million dollars (\$4,000,000) and under. The Employer will exercise due diligence to preclude assignment of work covered by this Agreement to employees other than those covered by this Agreement.

Construction companies having a stationary barn in the jurisdiction of Local 445 will be allowed to use the Senior Teamster assigned to their barn to cover all work done in the jurisdiction of Local 445 (See Article XII, Paragraph E: Barn Seniority).

ARTICLE XI - PRE-JOB CONFERENCE

The prime contractor and/or the prime contractor and subcontractor(s), and construction manager, if signatory to this Agreement jointly prior to the commencement of any activity on the job site shall be required to meet with an authorized representative of the Union for the purpose of establishing starting times, seniority list and such other subjects as may be appropriate.

ARTICLE XII - SENIORITY

- A. The Employer recognizes the principle of seniority rights of an employee for the purpose of available work as described herein, and for layoffs and rehiring. However it is understood and agreed that seniority shall only apply to each job site.
- B. The Employer reserves the right to accept, reject or terminate employees referred by the Union for just cause, regardless of the principle of seniority rights.
- C. Any employee who is absent due to sickness or injury shall return to his/her regular position on the job site upon returning to work.
- D. For the Companies having a stationary barn in the jurisdiction of Local 445 see below.

E. "Barn Seniority"

1. A Seniority List and the Company and the Company Senior Teamster will be established at the signing of this Agreement. In the event the company Senior Teamster leaves the employ of the company, the Union and Employer will meet to determine a replacement.
2. To become eligible for barn seniority, an employee must work for the Employer for forty-five (45) consecutive days that the employee is scheduled to work.
3. There will be only one (1) Senior Teamster per company and he/she will cover all projects and sites with the Local 445 jurisdiction.

ARTICLE XIII - SUBCONTRACTING

- A. The prime contractor subletting any portion of a job or work on a job site, shall, as a condition precedent to such subletting, request the subcontractor to meet with the representatives of the Union for the purpose of complying with the provisions of this Agreement for such work.
- B. In the event the Employer uses a subcontractor that does not have an Agreement with Local 445, the Union reserves the right to economic recourse against the subcontractor.

ARTICLE XIV - DISCHARGE OR SUSPENSION

- A. The Employer shall not discharge or suspend any employee without just cause. Prior to discharging or suspending any employee, the Employer shall notify the Shop Steward of his intention to do so and shall outline the reason for his proposed action. The Shop Steward shall make themselves available to the Employer for a meeting for the purpose of discussing the proposed discharge or suspension within two (2) days after receipt of such notice.
- B. Progressive Discipline Policy: An employee may be properly discharged for just cause upon receipt of three (3) written warnings. After eighteen (18) months, prior warnings will be removed as long as there are no other written warnings during that period. All such warnings shall be given to the employee, Shop Steward and a copy sent to the Union Hall.
- C. If the representative of the Union, after hearing the case, agrees that the discharge or suspension is proper, then that shall end the matter and such decision shall be final and binding. However, if the Union representatives cannot agree with the Employer's proposed action, then the employee(s) involved shall

continue in the employ of the Employer, and if the Employer wishes to pursue the proposed discharge or suspension further, he shall have the obligation of proceeding to arbitration as provided for in this Article on his own initiative.

D. During the period of arbitration, the employee shall be continued in the employ of the Employer. The Employer upon receipt of the arbitrator's decision in his favor may then take the desired action. If the arbitrator decides in favor of the employee(s), then that shall end the matter. During the arbitration, the employee(s) involved shall have the right to be present at the proceedings for the purpose of testifying in his or for their own behalf. In the event the arbitrator decides in favor of the employee(s), he or they shall be paid for all time spent at such hearings by the Employer.

E. It is understood and agreed that if in the opinion of the Shop Steward and Business Representative of the Union any proposed discharge or suspension by the Employer requires immediate action then in that event the representatives of the Union may agree with the Employer for immediate suspension pending the final formal hearings referred to below or may agree to immediate discharge, which shall end the matter.

F. It is understood and agreed that the arbitration referred to in this Article shall be the American Arbitration Association and the parties shall agree to abide by and perform the award.

ARTICLE XV - GRIEVANCE PROCEDURE AND ARBITRATION

Because of recent court decisions interpreting the existence of an arbitration clause in a collective bargaining contract in the absence of a 'no strike, no lockout clause', that the signatories thereto had intended that there should be no strike, the parties to this Collective Bargaining Agreement desire to make it clearly understood that the Union's right to economic recourse (strike) shall not be impaired by its desire that some issues be resolved by arbitration.

Therefore, it is understood and agreed that where grievances arise between the Employer and the Union with respect to all other grievances:

Step 1: Should the grievance arise on the project, then the Shop Steward and Job Superintendent shall take immediate steps to satisfactorily settle the grievance.

Step 2: If the grievance cannot be resolved in Step 1 above, then the matter shall be referred to the Business Representative of the Union and a representative of the contractor above the level of Superintendent for disposition. These two parties must meet within five (5) working days, excluding

Saturday, Sunday or Holidays, after referral of the dispute from the job level unless additional time is mutually agree upon.

Step 3:

- A. In the event the grievance cannot be resolve in Step 2 above, either party has a right to file its grievance the American Arbitration Association within five (5) working days excluding Saturday, Sunday or Holidays, after Step 2.
- B. The decision of the arbitrator shall be equally shared by both parties, it is understood that the arbitrator shall not have the power to add to or disregard any of the terms and conditions of this Agreement.
- C. The expense of the arbitration shall be equally shared by both parties. A grievance must be processed within the time limits set forth in this section, unless extended by mutual consent, or such grievance shall be considered to have been satisfactorily settled against the party defaulting.

ARTICLE XVI - WELFARE AND PENSION CONTRIBUTIONS

A. Effective May 1, 2008, the Employer agrees to make contributions to the Trustees of the Teamsters Local 445 Construction Division Health and Welfare Fund and the Teamsters Local 445 Construction Division Pension Fund, in the amounts provided for in Schedule "A"

Said contributions are to be made on behalf of all employees covered by this Agreement for all hours worked by such employees including overtime hours at the rate set forth in Schedule "A" except those subject to Article XXIII, Paragraph 9.

B. The Employer shall remit and pay over such contributions at the end of each work week, except as provided for in Section C.

C. An Employer who posts a bond equal to the average monthly Welfare and Pension contributions may pay over such contributions at the end of each month.

D. Welfare and Pension contributions shall be made on all hours worked including overtime hours and holidays as provided for in the Agreement. Shape up time for the purpose of Pension and Welfare contributions shall be two (2) hours. In no event shall the contribution for Pension and Welfare be less than eight (8) hours for any day an employee performed work except that subject to Article XXIII, Paragraph 9.

E. It is further agreed that failure on the part of the Employer to pay to the Trustees of the Health and Welfare Fund and the Pension Fund the contributions due each week (month) shall be deemed a violation of this Agreement, and the Union shall have the right to order a work stoppage of the Employer's employees until such payments are made, and said work stoppage shall not be considered a violation of this Agreement.

F. In the event of a work stoppage, legal action, or arbitration as a result of a violation of this provision, the Employer shall be responsible for the payment of all lost wages and conditions by the employees involved in such work stoppage, legal action, or arbitration plus all legal fees and delinquent monies owed to the Fund(s) with a ten percent (10%) charge for such delinquency.

G. Hours paid for Pension and Welfare will be capped and/or adjusted in the future if the barn seniority system allows employees to accumulate enough hours per year.

ARTICLE XVII - D.R.I.V.E. AUTHORIZATION AND DEDUCTION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E.

D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked.

The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

The Employer shall transmit to D.R.I.V.E. National Headquarters at P.O. Box 758637, Baltimore, MD 21275, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan.

No deduction shall be made for D.R.I.V.E. for any such employee unless there is 100% participation by the Employer's employees; and the employee has deposited with the Employer his copy of an executed authorization form which shall be irrevocable for a period of one year or the termination date of this Agreement, whichever shall be the lesser.

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

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suites 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 D.R.I.V.E. deduction authorization forms furnished by the Employers and/or Union.

ARTICLE XVIII - MILITARY SERVICE

Employees entering the Military Service in any branch of the Armed Forces of the United States shall, when discharged from Service, be entitled to re-employment by the Employer in accordance with all the applicable provisions of law pertaining thereto.

Employees required to serve in the National Guard or Reserves shall be granted an appropriate leave of absence, and the time so spent shall be credited for and paid for the purpose of holidays up to a maximum of fourteen (14) calendar days.

ARTICLE XIX - BEREAVEMENT LEAVE

In case of death in an employee's immediate family (i.e., spouse, mother, father, mother-in-law, father-in-law, grandmother, grandfather, sister, brother, children and grandchildren), the Employer shall grant such employee a maximum of three (3) days off with pay for the express purpose of attending services for the deceased. Death certificates or other proof of death must be submitted to the Employer. Employee must work for the Employer for a minimum of one (1) year to receive Bereavement Leave.

(The application of this provision with respect to pay for such time off shall not apply where such death would not otherwise deprive the employee of a work opportunity with the Employer.)

ARTICLE XX - SAVINGS AND SEPARABILITY

A. In the event that any provision of the body of this Agreement or in Schedule "A" are in conflict with the provision(s) of the Federal Labor Law, it is understood and agreed that such provision(s) of this

Agreement shall not be operative as long as such conflict exists, but shall become operative immediately upon said provision(s) of law being repealed, or determined to be unconstitutional or inapplicable.

B. If for the reason above stated any provision hereof shall become inoperative, this Agreement shall be reopened to negotiate only those portions thereof which are in conflict with the law, and the Union reserves the right to take whatever economic recourse required under the circumstances, to reach an agreement or any new language.

C. The Employer agrees that no interpretation of this Agreement or any action of the employee, shop steward or Business Representative concerning the terms and conditions of this contract, will be binding upon the Union unless said interpretation or action has been approved by the Secretary-Treasurer of the Local Union and the Employer agrees not to take any action of any kind against the Local Union for any interpretation or act as aforesaid not having the approval of the Secretary-Treasurer.

ARTICLE XXI - LIE DETECTOR TEST

The Company shall not require, request, or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE XXII - NON-DISCRIMINATION

It is agreed that there shall be no discrimination in hiring and employment practices on grounds of age, race, creed, color, sex or national origin.

ARTICLE XXIII - GENERAL CONDITIONS

1. Employees are required to show up on first day one-half (½) hour before start time to do necessary paperwork to sign up and have all the proper paperwork that is needed, for example: Drivers license, Social Security card and DOT physical card.
2. The work day shall consist of eight (8) hours. The work week shall consist of five (5) days, Monday through Friday, inclusive. An employee may work four (4) ten (10) hour days during a week at straight time.
3. Contractors may use Saturday as a make-up day at straight time if day(s) are lost Monday through Friday due to weather. In the event time is lost due to inclement weather, Saturday may be used as a

make-up day with wages and fringes paid at the straight time hourly rate per the following conditions. The contractor must notify the Local Union of its intention at their earliest convenience. No employees will be forced or penalized for not agreeing to work on Saturday and the work performed on Saturday must be limited to the employees currently working on the job site.

4. All hours worked in excess of eight (8) hours on any day (except a Sunday or Holiday) shall be paid for at the rate of time and one half (1.5) the regular hourly rate of pay for that day. All overtime shall be paid on a one half (1/2) hour basis, at the appropriate hourly rate or premium rate of pay. Flextime on any project will be discussed at a pre-bid meeting between the Union and any signatory Employer.

5. Starting time at 6:00 AM, 6:30 AM, 7:00 AM, 7:30 AM or 8:00 AM at straight time is permitted daily on an individual basis. However the Employer may start individuals at 8:30 AM and 9:00 AM if job conditions require such. The regular eight (8) hour shift shall follow thereafter at straight time rate.

All work performed before 6:00 AM on Sunday shall be paid for at the rate of two and a half (2.5) times the hourly rate of pay.

All work performed before 6:00 a.m. on any other day shall be paid for at the rate of time and one half the hourly rate of pay for that day.

6. It is understood and agreed that an employee given notice of lay-off shall be paid his wages in full upon lay-off. Any employee not paid his wages in accordance with this provision and having to report to the job after being laid off for the purpose of receiving his wages shall receive an additional day's pay for each day until full payment of wages are made.

Grievances arising under this provision involving inclement weather or emergencies shall be determined by the Union representatives.

7. Articulated back dump, articulated water trucks, Euclids and similar equipment, Grease and tire trucks' jurisdiction will be settled by the International Unions involved. However, pending such decision, it is understood and agreed that where this work is presently being performed by Teamsters employees that such work shall continue to be performed by employees covered under this collective bargaining agreement.

8. Employees ordered to work any day and not assigned to work shall receive two (2) hours pay at the hourly rate of pay for that day unless notified prior to quitting time of the preceding work day.

Any employee who starts to work on any day shall receive not less than eight (8) hours pay at the rate of pay for that day even though the hours worked are less than eight (8) hours.

Any employee who is credited with shape up time on any day before he was not assigned to work at his regular starting time but who starts to work at a later hour on the same day (exclusive of overtime), shall receive eight (8) hours pay at the hourly rate of pay for that day.

9. Any employee hurt on the job and having to be relieved from duty shall receive a full eight (8) hours pay for that day.

10. The time of an employee shall be computed from the time he checks in at the Employer's garage, yard, or warehouse, or temporary garage at job site until checking out of the same after day's work. However any employee who takes off on his own shall only be paid wages and contributions for actual hours worked unless a sickness or emergency is verified. Progressive discipline will be given to any employee who takes off on his own beginning with a warning letter, followed by time-off, and ending with discharge.

11. In the event that an employee works any part of a day in a higher classification of work, he shall be paid for that day at the rate of pay prevailing for the highest classification of work he performs that day. Unlimited changes may be made on equipment per day.

12. Any employee being assigned to work which necessitates his being away from his home terminal or garage or garage at job site overnight shall be compensated for all board and lodging monies spent on such work.

When an employee does not remain overnight, he shall be reimbursed only for reasonable expenses incurred such as meals, tolls, gas, and any other necessary expenditure in connection with such assignment.

13. The following shall apply to shift work Monday to Friday. First shift—eight (8) hours pay for eight (8) hours work at straight time; Second shift—eight (8) hours pay plus ten percent (10%) at straight time for eight (8) hours work; Third shift—eight (8) hours pay plus fifteen percent (15%) at straight time for eight (8) hours work. All other time worked, except Monday to Friday, shall be paid at the overtime rate. When three (3) shifts are worked, the second and third shift shall be considered for payroll purposes as having worked in their entirety on the same day on which the first shift started. When the Department of Labor does not include these shift premiums in the prevailing wage rate schedule, the Employer will not be required to pay the same.

14. Time clocks or time books are to be maintained at Employer job site, garage, or other establishment where employees report to start and end of day's work.

15. In the event the Employer uses any of the employees on work wherein specification of any governing board has a set higher scale of wages or where another Union has a higher scale of wages than

provided herein, then such higher scale of wages shall be paid to employees. However, in the event the specifications as set forth by any governing board or Union shall be less than those provided for herein, the wages rates established in this contract shall be paid to the employees for such work.

16. All employees shall be paid in full weekly. The Employer shall pay employees cash or arrange with a local bank to cash paychecks.

17. All employees shall receive one half (1/2) hour off for lunch, which shall be between 11:00 am and 1:00 p.m. Any employee ordered to work during his lunch period shall be paid at the overtime rate of pay for that day.

18. The Employer agrees to the principle of a coffee break for employees as practiced in the area.

19. The Employer shall maintain time and pay records at the Employer's place of business showing compliance with the foregoing provisions and said records shall be open for inspection of Union representative.

Union representatives may visit the Employer's establishment to see that the provisions of this Agreement are being complied with by the Employer and the employees.

20. At least one employee covered under the provisions of this Agreement shall at all times be assigned to the operation of A-Frames, winch trucks, where load bearing surface is being used.

21. On construction job sites, the Employer shall supply a telephone for employees covered hereby in a suitable location. This provision shall be subject to negotiations between the parties based on the conditions of each job.

On all construction job sites, the Employer shall furnish and supply the Senior Teamster with suitable transportation on a twenty-four (24) hour basis. Office facilities and a telephone shall also be provided. (This provision is subject to negotiations between the parties based upon the conditions existing on each job.)

22. The starting and checking of all trucks and equipment covered hereby shall be performed by an employee covered hereunder. (It is the intention of this clause to have equal opportunities in the starting and checking of all equipment in the AM of each day.) This applies at the Employer's discretion only when the total number of pieces of equipment requires it.

23. The Employer shall use equipment covered by this Agreement and operated by employees covered hereby for the purpose of delivering all materials – water, parts, cones, planks, fuel, etc., or any equipment or material for construction or towing, where such equipment can be used for such purposes in the judgment of the Union. This provision shall also apply to escorting of any equipment to and from the job

site. It is the intention of this provision that the Employer shall not use other equipment for the purpose of evading or defeating this Agreement.

24. Employees covered hereby shall operate snow plows, whether they are Jeep, Suburban, Pick-up or other types of vehicles. This is covered under a separate agreement.

25. The Employer may use Pick-ups or Suburbans for transporting personnel and hand tools. The Foreman may drive his crew with necessary tools to perform the duties assigned, for example: picks, sledge hammers, hand tools, chain saws, generators, tampers, jack hammers, vibrators, and five (5) gallons of appropriate fuel.

26. All equipment that is dump-operated from inside the cab shall be manned by the stationary employee covered under this Agreement, agreed upon between the parties as covered by this Agreement.

27. Employers having plants outside the geographical area covered by this Agreement may not use trucks or equipment from any other plant unless such equipment is housed within the geographical area covered by this Agreement and is manned by an employee covered by this Agreement.

This provision is understood to permit the movement of Employer's equipment from plants or other sites outside of geographical area of this Local Union on a first day basis, which thereafter (at the end of the first day) said equipment will be housed within the area covered by this Agreement and thereafter operated by employees covered by this Agreement.

28. The hauling of material off-site or the hauling of material to the site, whether dumped in a widener, paver, stockpiled, spread etc. is covered under the "Trucking Agreement" which the Employer is entitled to sign.

It is understood and agreed that if such material or supplies are delivered outside of the geographical area covered by this Agreement into other areas covered by any other contract calling for a higher scale of wages, then the Employer agrees to pay said higher scale of wages to said employee in accordance with Schedule "A" hereof.

29. Employees working under this Agreement shall not be denied work opportunities or suffer loss of wages due to the Employer purchasing or contracting for the delivery of materials from other sources regardless of the source. (This provision shall be subject to amendment based on prevailing conditions, if agreed to by the Union and in accordance with the pre-job conference, Article XI). However, due to the geographic location of the project and availability of materials, if the Union cannot be of assistance in the delivery of materials at a competitive price, the best economic decision for the Employer regarding the delivery of materials will be allowed. When extra material is needed for a job site, Employers are required to request Local 445 Union deliveries from Supply yards.

30. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or personnel other than the employees in the bargaining unit contained herein, to perform work which is recognized as the work of the employees in the Teamsters' jurisdiction.

31. All work heretofore recognized as being within the jurisdiction of the Union shall continue to be the jurisdiction of the Union, notwithstanding any inconsistent provisions contained in other agreements executed by the Employer.

32. Where new types of equipment are put into use by the Employer for which rates of pay are not established by this Agreement, the rates governing such equipment will be subject to negotiations between the Employer and the Union. The rates of pay eventually agreed upon for the operation of said new types of equipment shall be retroactive as of the date the equipment was first put into use.

33. On projects requiring an irregular shift a premium of 10% will be paid on wages. The shift premium will be paid on public works contracts for off-shift or irregular shift work when mandated by the NYS DOT or other Governmental Agency contracts. The shift premium will be paid on all other projects.

34. At the Employer's discretion, employees covered under this Agreement shall help load and unload all materials off their equipment.

35. Conditions of employment at a hazardous/toxic waste site shall be subject to all safety and insurance regulations required by appropriate governmental agencies.

Employees engaged in hazardous/toxic waste removal, on a State- or Federally-designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage set forth in this Agreement if said premium is included in the prevailing wage rate schedules.

36. Teamster Helper duties shall include but not be limited to the following: Flagging, traffic control (MPT), pavement striping and marking operation, signal person (spotter), dump person, concrete men, asphalt men, and garbage collection on the site. As a general rule, a Teamster Helper's duties shall include any work related to trucks on the site. The Teamster Helper shall work in tandem with the Senior Teamster, Shop Steward, and the Employer. The Employer shall have the sole discretion on the number of Teamster Helpers, if any, it employs per job conditions.

ARTICLE XXIV - DRUG/ALCOHOL ABUSE POLICY AND PROGRAM

The Employers and the Union affirm that construction jobsites subject to this Agreement must be alcohol and drug free.

Alcoholism and drug dependency is recognized by medical, public health authorities, the Employers, and the Union as a disease. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism, and the violation of safety rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do a conscientious job. This combination of factors is recognized as having a potentially damaging effect on the American construction industry and it endangers the job security of the worker and the safety and well being of everyone at the jobsite.

The Employers and the Union express their joint determination to deal cooperatively and constructively with the problems of substance abuse among employees represented by the Union.

To this end, the Employers and the Union have agreed to diligently work together to develop a program which involves the appropriate means for identifying those persons with drug and alcohol problems and the appropriate measures to be taken when these problems are identified.

Said problem shall satisfy all State, Federal and Private owner requirements and shall include provision that the cost of testing will be paid by the Welfare Fund.

Provision will also be made that new applicants (pre-hires) will be required to pay for their own testing.

ARTICLE XXV - ANNUITY FUND

A. The Employer agrees to comply with the Trust Agreement and the Rules and Regulations of the Teamsters Local 445 Annuity Fund – known as the “Teamsters Local 445 Construction Annuity Fund”, and the same may be amended from time to time except that no amendment may affect the Employer’s obligation to contribute to the Fund beyond the obligation contained in this Agreement. The aforesaid Trust Agreement, Rules and Regulations shall become and remain a part of this Agreement.

B. The Employer shall pay to the Fund at the Fund Office as per Schedule “A”. Annuity will be paid as per Schedule “A” on all hours worked or shaped up to (40) forty hours per week to get capped at \$5.00 per hour at contract expiration, never to be raised in the future.

C. The Employer shall contribute to the Fund on the same basis, for all hours paid as Holiday, for all hours paid as shape and worked, to a maximum of (40) forty hours per week (except subject to Article XXIII Paragraph 9).

D. Payments to the Fund shall not be required on the basis of funeral leave as set forth in this Agreement. The aforesaid Fund and/or the Union shall have the power to require any Employer, and the Employer, when required, shall furnish any reports and information as they may require in the performance of their duties in the collection of contributions to the Fund.

E. Payments will be made weekly to the Fund by Check, payable to Teamsters Local 445 Construction Annuity Fund. The Employer shall remit and pay over such contributions at the end of each work week.

F. It is further agreed that failure on the part of the Employer to pay to the Trustees of the Annuity Fund the contributions due each week shall be deemed a violation of this Agreement, and the Union shall order a work stoppage of the Employer's employees until such payments are made, and such work stoppage shall not be a violation of this Agreement.

G. In the event of a work stoppage, legal action, or arbitration caused by the failure of the Employer to make contributions required as provided for in this Article, the Employer shall be responsible for the payment of all lost wages and conditions to the employees involved in such work stoppage, plus all legal fees, and monies owed the Fund, with a ten percent (10%) late penalty charge for such delinquency on the amount of unpaid contributions due.

ARTICLE XXVI - EDUCATION AND TRAINING FUND

A. The Employer agrees to comply with the Trust Agreement and the Rules and Regulations of the Teamsters Local 445 Education and Training Fund – known as the “Teamsters Local 445 Education and Training Fund”, and the same may be amended from time to time except that no amendment may affect the Employer's obligation to contribute to the Fund beyond the obligation contained in this Agreement. The aforesaid Trust Agreement, Rules and Regulations shall become and remain a part of this Agreement.

B. The Employer shall pay to the Fund at the Fund Office as per Schedule “A”. Contributions will be paid as per Schedule “A” on all hours worked or shaped up to (40) forty hours per week.

C. The Employer shall contribute to the Fund on the same basis, for all hours paid as Holiday, for all hours paid as shape and worked, to a maximum of (40) forty hours per week (except subject to Article XXIII Paragraph 9).

D. Payments to the Fund shall not be required on the basis of funeral leave as set forth in this Agreement. The aforesaid Fund and/or the Union shall have the power to require any Employer, and the Employer, when required, shall furnish any reports and information as they may require in the performance of their duties in the collection of contributions to the Fund.

E. Payments will be made weekly to the Fund by Check, payable to Teamsters Local 445 Education and Training Fund. The Employer shall remit and pay over such contributions at the end of each work week.

F. It is further agreed that failure on the part of the Employer to pay to the Trustees of Teamsters Local 445 Education and Training Fund the contributions due each week shall be deemed a violation of this Agreement, and the Union shall order a work stoppage of the Employer's employees until such payments are made, and such work stoppage shall not be a violation of this Agreement.

G. In the event of a work stoppage, legal action or arbitration caused by the failure of the Employer to make contributions required as provided for in this Article, the Employer shall be responsible for the payment of all lost wages and conditions to the employees involved in such work stoppage, plus all legal fees, and monies owed the Fund, with a ten percent (10%) late penalty charge for such delinquency on the amount of unpaid contributions due.

ARTICLE XXVII – FAVORED NATIONS CLAUSE

1. If the Union enters into any agreement with any individual Employer or group of Employers performing work covered by the terms of this Agreement and that Agreement provides for more favorable wages, hours, or conditions to any other Employer, the Employer's signatory hereto, after sending written notice of such intention, shall be afforded the privilege of such advantageous terms and conditions. This provision shall not come into effect until January 1, 2012.

2. This clause shall not apply to isolated or emergency situations which may occur from time to time under regular conditions, nor shall this clause apply to any project agreement that is put in place before the bid.

3. This clause does not restrict the Union from organizing non-Union/open shop firms as per past practice, or new practices which may develop or be tried.

SCHEDULE A - WAGES

The minimum straight time hourly rates to be paid by the Employer to the Employees covered under this Agreement are as follows:

CLASSIFICATIONS		WAGES PER HOUR		
		May 1, 2011	May 1, 2012	May 1, 2013
I.	Drivers on Letourneau Tractors, Double Barrel Euclids, Athey Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Drivers on Road Oil Distributors, Tire Trucks, Tractors and Trailers with 5 axle and over, Articulated Back- Dumps and Articulated Water Trucks and Fuel Trucks/ Trailers, positions requiring a Hazmat CDL endorsement	\$30.00	\$30.35	\$30.75
IA.	Drivers on Detachable Gooseneck Low Bed Trailers rated over 35 Tons	\$31.14	\$31.49	\$31.89
II.	Drivers on all equipment 25 yards and up to/and including 30 yard Bodies and Cable Dup Trailers and Powder and Dynamite Trucks	\$29.44	\$29.79	\$30.19
III.	Drivers on all equipment up to and including 24 yard Bodies, Mixer Trucks, Dump Crete Trucks and Similar types of Equipment, Fuel Trucks, Batch Trucks, and all other Tractor Trailers	\$29.22	29.57	29.97
IV.	Tri-Axels, Ten-Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Intinuator Trucks, Water Trucks	29.11	29.46	29.86
V.	Straight Trucks, Warehousemen	28.99	29.34	29.74
VI.	Drivers on Pick-up Trucks used for hauling materials and parts, Drivers on Escort, Man Over-the-road	28.99	29.34	29.74
VII.	Senior Teamster	31.47	31.82	32.22
VIII.	Teamster Helper	24.00	25.00	26.00
IX.	Hazardous Waste Worker	Add 20% - See Article XXIII, Paragraph 35		

Conditions of employment at a hazardous/toxic waste site shall be subject to all safety and insurance regulations required by appropriate governmental agencies. Employees engaged in hazardous/toxic waste removal, on a State- or Federally-designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin or eye protection, the employee shall receive an additional twenty percent (20%) premium above the hourly wage set forth in this Agreement, if said premium is included in the prevailing wage rate schedules.

SCHEDULE A – PENSION, WELFARE, ANNUITY, AND EDUCATION & TRAINING

	May 1, 2011	May 1, 2012	May 1, 2013
PENSION	\$9.75	\$10.05	\$10.35
WELFARE	10.05	10.90	11.65
ANNUITY	5.00	5.00	5.00
ANNUITY / HELPER	3.50	3.50	3.50
EDUCATION & TRAINING	0.30	0.30	0.30

DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of May 1, 2011 and shall remain in full force and effect until April 30, 2014.

It is understood and agreed, however, that if this Agreement is not renewed on or before the expiration date, whatever increase, if any, in wages, Welfare, Pension, Annuity and Education & Training contributions is eventually agreed upon, shall be retroactive to the date of expirations.

THIS AGREEMENT remains open to include at a later date any beneficial conditions to the Employer that may be part of an Agreement between Local 445 and other Heavy and Highway Site Construction and Supply work contractors.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto affix their hands and seals the day and year first above written.

FOR:

Company Name

BY:

Print Name

TITLE:

DATE:

FOR TEAMSTERS LOCAL 445,
International Brotherhood of Teamsters

BY:

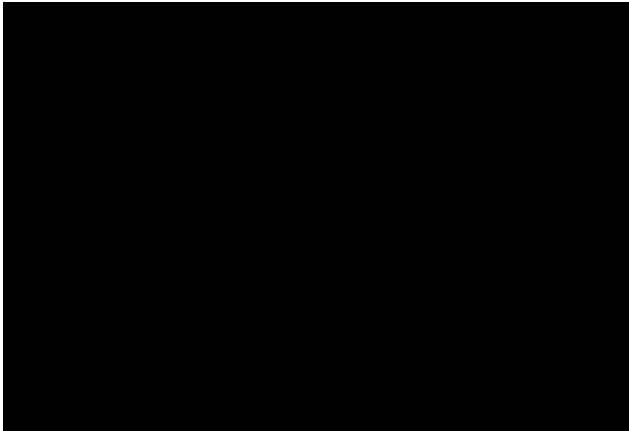
Print Name

TITLE:

DATE:



TEAMSTERS LOCAL UNION 445
15 STONE CASTLE ROAD
ROCK TAVERN, NY 12575
PHONE: 845-564-5297
FAX: 845-564-4120



.....SECRETARY TREASURER
.....PRESIDENT
..... VICE PRESIDENT
.....RECORDING SECRETARY
.....TRUSTEE
.....TRUSTEE
.....TRUSTEE

NOTICE TO MEMBERS

UPON TERMINATION OF EMPLOYMENT FOR ANY REASON, please call the Union Office IMMEDIATELY to receive a withdrawal card. The cost of a withdrawal card is \$0.50.

MEMBERS ARE RESPONSIBLE for notifying the Union and the Fund offices immediately of any CHANGE OF ADDRESS.

PAYMENT OF DUES IS THE MEMBER'S RESPONSIBILITY, to be submitted to the Union office when out for any extended illness, leave of absence, disability or compensation, for which same has not been deducted by the Employer.

THIS WILL KEEP YOU IN GOOD STANDING WITH THE UNION.



HEAVY CONSTRUCTION AGREEMENT

between

**TEAMSTERS & CHAUFFERS
UNION NO. 456**

**affiliated with the
International Brotherhood of Teamsters
160 South Central Avenue
Elmsford, New York
(914) 592-9500**

and

**CONSTRUCTION INDUSTRY
COUNCIL OF WESTCHESTER
AND THE HUDSON VALLEY, INC.**

and

**BUILDING CONTRACTORS
ASSOCIATION OF
WESTCHESTER AND
MID-HUDSON REGION**

**For the period
June 1st, 2011 to May 31st, 2014**

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AGREEMENT, made as of the 1st day of June, 2011 by and between TEAMSTERS & CHAUFFERS UNION No. 456, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "UNION"), and the CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC., THE BUILDING CONTRACTORS ASSOCIATION OF WESTCHESTER AND THE MID-HUDSON REGION, INC., AND INDEPENDENT EMPLOYERS (hereinafter collectively referred to as the "EMPLOYER", "CONTRACTOR" or the "ASSOCIATION".)

W I T N E S S E T H :

THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I — UNION RECOGNITION

1. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for employees employed by the Employer in its present establishments or those thereafter opened by the Employer in Westchester or Putnam Counties for employees in the following classifications:

Chauffeurs on straight trucks, trailer tractors (all types), 3-axle trucks (physically load and unload), Euclids, A&T Trailer Wagons, mixer men, (asphalt plants and cement hoppermen, including employees who weigh ingredients), yardmen and helpers, asphalt and concrete plants (both portable and stationary), high pressure boiler operators in asphalt and batch plants (either portable or stationery), pick-up trucks, dynamite trucks, agitator trucks, attenuator trucks, light towers, central mixing plants (manual or automated), weighmasters, maintenance personnel of asphalt and concrete plants (portable or stationary) operators of block plants, roller trucks, A-frame truck operated from inside the cab, winch trucks operated from inside the cab, fuel trucks, operators of stone crushers and maintenance of such equipment, operators of seeding and mulching trucks, watertrucks, lift trucks in garages, yards and job sites, belly dumpers, tire trucks, welding trucks on pipelines, drivers of posthole diggers, mortar

mixing trucks, suburbans (when carrying materials and/or power tools to, from and on the job site), operators of oil distributor trucks, operators of towing and towed equipment, operators of scrapers and turnpulls, which are loaded by shovel or bucket, operators of vehicles moving cranes shovels, cats, etc., snow-plows (whether jeep, suburban, pickup or other type of vehicle), maintenance personnel in all batch plants, asphalt plants and crushers, working Teamster foreman and employees in each and every classification represented by the Union.

2. All employees covered by this Agreement, who are members of the Union, shall maintain membership in good standing in the Union as a condition of continued employment.

3. All current and future employees covered by this Agreement, who are not members of the Union, shall become members of the Union in good standing on the ninetieth (90th) day from: (a) the date they first commenced work, (b) the date of execution of this Agreement or (c) the effective date of this Agreement, whichever is later. For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

4(a). The Employer shall deduct from the wages of employees covered hereby, who sign dues deduction authorization forms, the sum of eighty cents (\$.80) per hour for each hour paid to each employee covered hereunder including Shapetime, Overtime, Holiday and Vacation Pay and remit the same weekly to the Union with a list of employees, the number of hours worked by each and the name of any employee who shall fail to sign such an authorization. Such authorization shall be signed in duplicate with one copy supplied to the Union, and they shall be irrevocable for a period of one year or the termination of the Collective Bargaining Agreement, whichever is sooner, and shall be automatically renewed from year to year unless sixty (60) days prior to any anniversary date such authorization shall be terminated by written notice to the Employer and to the Union.

(b) For the period July 1, 2011 through June 30, 2012 there will be no payment to the Union for administrative

dues. The eighty cents (\$.80) per hour deducted from the wages of employees will be contributed by the Employer to the Local 456 Health and Welfare Fund in accordance with Article X.

(c) The Employer shall deduct from the wages of employees covered hereby, who sign a Teamsters Local 456 Voluntary Political Action Payroll Deduction the sum of five cents (\$.05) for each hour paid to each employee but not to exceed forty (40) hours per week. Such authorization shall be signed in duplicate and may be revoked by the employee in writing to the Union and the Employer.

5. The Employer shall notify the Union in the event the Employer needs additional help, and the Union shall refer applicants without discrimination as to their membership or non-membership in the Union, and the Employer shall have the right to determine which of said persons referred by the Union shall be employed. In making such referral and selection, the parties shall give due consideration to seniority with the Employer, the Employer's request for a particular person, the qualifications of the applicant to operate the equipment, the prior experience of the applicant in the industry, the applicant's competence to perform the work and the duration of the applicant's period of unemployment.

6. The Union agrees to carefully evaluate all drivers "fit for duty status" before sending a driver to the Employer.

7. The Employer agrees to contact the Union for workers either the day before or the morning of each day workers are needed, and referrals will be made according to the factors set forth above. If the Union is unable to supply workers, the Employer will be notified as soon as possible to avoid down time and to make other arrangements.

8. The Union and the Employer bargaining committees will meet as required to evaluate various practices, including operation of the referral hall and matters related to out of area material and supply deliveries to jobsites.

ARTICLE II—WAGES

1. The following basic minimum scale of wages shall be paid by the Employer:

CLASSIFICATIONS:

7/01/11 - 6/30/12

	Per Hour	Time and 1/2	Pro-Rata Vacation
Drivers:			
Straight Jobs	\$37.27	\$55.90	\$16.56
6-Wheelers	37.27	55.90	16.56
10-Wheelers	37.27	55.90	16.56
A-Frame Trucks (inside cab)	37.27	55.90	16.56
Winch Truck (inside cab)	37.27	55.90	16.56
Dynamite Trucks	37.27	55.90	16.56
Seeding Trucks	37.27	55.90	16.56
Mulching Trucks	37.27	55.90	16.56
Agitator Trucks	37.27	55.90	16.56
Water Trucks	37.27	55.90	16.56
Cement Trucks (all types)	37.27	55.90	16.56
Suburban, Station Wagons, Cars, Pick-Ups	37.27	55.90	16.56
Light Towers, Attenuator Trucks ...	37.27	55.90	16.56
Any vehicle carrying materials of any kind			
Tractor & Trailers			
All Types	37.89	56.84	16.84
Low Boy	40.02	60.03	17.79
14-Wheeler	37.39	56.08	16.61
Fuel Trucks	37.72	56.58	16.76
Tire Trucks	37.72	56.58	16.76
Off-Road Equipment (Over 40 Tons)			
Euclid	39.27	58.90	17.45
Athey Wagons	38.27	57.40	17.00
D.J.B.	39.27	58.90	17.45
Belly Dumps	38.27	57.40	17.00
Articulated Dumps	38.27	57.40	17.00
Trailer Wagons	38.27	57.40	17.00
Off-Road Equipment (Under 40 Tons)			
Euclid	38.64	57.96	17.17
Athey Wagons	38.02	57.03	16.89
D.J.B.	39.02	58.53	17.34
Belly Dumps	38.02	57.03	16.90
Articulated Dumps	38.02	57.03	16.90
Trailer Wagons	38.02	57.03	16.90
Darts	38.77	58.15	17.23
RXS	39.14	58.71	17.40

Plant:			
Hopper Person	37.27	55.90	16.57
Crusher Operator	37.27	55.90	16.57
Lift Truck (in garage, yard or jobsite) ...	37.27	55.90	16.57
Mixer person (asphalt plant & cement hopper operations, one who weighs ingredients and in manual or automatic control mixing plants)	37.27	55.90	16.57
High Pressure Operator (in asphalt & batch plants)	37.39	56.08	16.62
Weighmaster	38.52	57.78	17.12
Welders	37.47	56.20	16.65
Maintenance Person	37.47	56.20	16.65
Mechanic	37.47	56.20	16.65
Mechanics Helper	37.14	55.71	16.51
Stock Room Person	37.14	55.71	16.51
Working Foreman in Garage	37.92	56.88	16.85
Yardperson & Helpers	37.02	55.53	16.45

**FRINGE BENEFIT CONTRIBUTIONS
(Wage and Benefit Increase to Run
From July 1 to June 30 each Year)**

7/01/11 - 6/30/12
Per Hour

**Contributions for each hour worked limited
to forty-five (45) hours per week**

Welfare Fund **\$8.48**

**Contributions for each hour worked limited
to forty (40) hours per week**

Pension Fund	7.17
Legal Services Fund*20
Annuity Fund	5.00
Education and Training Fund05
Labor Management Fund**05

* *Added to wages, taxed, and remitted to Legal Services Fund.*

** *Effective September 1, 2011.*

Contributions for each hour worked

Supplemental Unemployment Benefit Fund* ..	.25
Industry Advancement Fund35

* *Effective 7/01/11-6/30/12 the SUB contribution in the amount of \$.25¢ per hour will be contributed to the Welfare Fund in accordance with Article XIII Section 2.*

**Deducted from wages for each hour worked,
limited to forty (40) hours per week**
Political Action Fund —.05

Deducted From Wages for each hour worked
Administrative Dues* —.80
* *Effective 7/01/11-6/30/12 the Administrative Dues in the
amount of \$.80¢ per hour will be deducted from the wage
and contributed to the Welfare Fund in accordance with
Article 1 Section 4b and Article X.*

**Additional Wage and Benefit Fund Increases to
be allocated by the Union among Wages, Welfare,
Pension, Annuity, Legal, and Education Funds.**

	<u>Per Hour</u>
7/01/12-6/30/13	\$1.37
7/01/13-6/30/14	\$1.55

On each July 1st of the contract, upon the recommendation of the Trustees of the Welfare, Pension, Annuity, Training and Legal Services Funds, the Union and the Association may agree to reallocate the amount set forth above to be contributed to the Welfare, Pension, Annuity, Training and Legal Services Funds respectively; however, in no event shall the total benefit fund amount to be contributed exceed the total benefit fund amount agreed to between the Union and the Employer.

Benefit Fund Contributions, Industry Advancement Fund, Political Action Fund and Administrative Dues contributions and/or Deductions are subject to the provisions of Articles: I (4a & b), X, XI, XII, XIII, XIV, XV, XVII and XXXII.

2. A 12% percent reduction in the wage and benefit package will apply to private commercial and residential projects \$8 Million and under including delivery and removal of fill material. A copy of the private commercial and residential construction wage and benefit schedule and contribution forms for projects under \$8 Million can be obtained by contracting Local 456. Any use of the private commercial and residential wages and benefits for projects under \$8 Million is limited to signatories of the Collective Bargaining Agreement that are current in payments to the Local 456 Fringe Benefit Funds and verification of the contract value of the project. Lowboy and deliveries of aggregates, stone, concrete, etc. by outside contractors is exempt.

3. The Union shall have the right to appoint, replace or remove a Teamster shop steward in each yard who shall be paid at a rate equal to the highest rate of any employee in such yard working under the provisions of this contract.

4. In event a lower paid employee is assigned to a position in a higher scale, such employee shall be paid at the higher rate for a full day in which he performed such work, irrespective of the number of hours he actually worked. In no event shall an employee receive less than the wage provided for in his classification.

5. Shift Premium:

Employees who work a second, third, or an irregular shift shall receive fifteen (15%) percent above the wage rate.

6. Employees working the night shift Friday night into Saturday shall be paid at the rate of 1.5X the hourly rate plus shift differential for hours worked after 12:00 a.m. (Midnight). Employees working the night shift Saturday night into Sunday shall be paid at the rate of 2X the hourly rate plus shift differential for hours worked after 12:00 a.m. (Midnight). Employees working the night shift Sunday night into Monday morning shall be paid 2X the hourly rate plus shift differential until 12:00 a.m. (Midnight).

7. The Union agrees to provide each Employer working a night shift with the name and telephone number of the Union Business Agent to contact until 10 p.m.

8. The shift premium will be paid on public works contracts for off-shift or irregular shift work when mandated by the NYS DOT or other Governmental Agency contracts. The shift premium will be paid on all other projects.

9. If an employee is laid off, he shall be paid wages and other benefits in full, not later than the first pay period following the layoff.

10. Whenever an employee covered hereby shall be assigned to the same work operation with an employee represented by the Engineer's Union at the same job or plant site, he shall receive the same rate of pay for such work as the employee represented by the Engineer's Union receives, or the rate provided herein, whichever is greater.

ARTICLE III — HOURS OF WORK AND OVERTIME

1(a). The normal work week of all employees shall consist of forty (40) hours, eight (8) hours per day, five (5) days per week, Monday to Friday.

(b) At the discretion of the Employer, with notice to the Union shop steward by 5:00 pm on the Thursday before, the Employer can institute a four day ten hours per day work week at straight time, Monday through Thursday.

If the Employer assigns employees to work a four day ten hours per day work week, Monday through Thursday, Fridays and Saturdays can be substituted as make up days at the straight time rate of pay, as the result of inclement weather which causes a cessation of work during the work week.

Any work during the four day, 10 hour per day work week, after ten (10) hours per day or forty (40) hours per week shall be at time and one half. The crew of employees on a make-up day shall not exceed the average crew size employed during the week.

(c) With the exception of work for utility companies (electric, gas, and telecommunications) at the Employer's discretion. Saturdays can be substituted as a make-up day at the straight time rate of pay as the result of inclement weather which causes a cessation of work during the work week.

Any work after eight hours on a Saturday make-up day shall be at time and one half. If the make-up day results in an employee to be entitled to more than forty (40) hours pay for the week, the additional time shall be at time and one half. The crew of employees on a make-up day shall not exceed the average crew size employed during the week.

(d) The work day shall start at 6:00, 6:30, 7:00, 7:30, 8:00 a.m. or, if required by job specification or bid documents, 9:00 a.m. The Employer shall post the starting time not later than 4:15 p.m. on Friday of the preceding week. An employee's starting time shall be uniform throughout the week, except under specific circumstances which shall be mutually agreed. An employee who is not assigned to work after reporting to the job shall be paid two (2) hours' pay, and, if requested to wait for the Employer, shall wait for two (2) hours computed from

the time he was instructed to report. The day for which an employee receives reporting pay shall be counted to determine vacation credits.

(e) If a Teamster is not called to work when an employee of another trade is assigned to work during a night shift, the Teamster will receive two (2) hours shape time.

(f) Any employee who shall start work later than the posted starting time through no fault of his own shall have his time computed from the posted starting time.

(g) On the first day an employee is scheduled to work for an Employer for the first time he shall report to the job site at least 15 minutes before the scheduled starting time to fill out a W-4 and any other necessary employment forms, including most recent Employment History.

2. A lunch period of thirty (30) minutes shall be granted to the employees between the hours of 11:00 a.m. and 1:00 p.m.

3. Employees assigned to work on any day shall receive not less than eight (8) hours pay.

4. Employees shall be paid at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay for all work performed for the following:

(a) work before the scheduled starting time or after the scheduled finishing time.

(b) work in excess of eight (8) hours per day or forty (40) hours per week, unless the employee is working a ten (10) hours per day four (4) day work shift, in which case work an excess of ten (10) hours per day or 40 (forty) hours per week.

(c) work performed on Saturdays, except for a make-up day which is a straight time.

5. Weekend Overtime — By mutual consent the Employer will allow employees, by majority vote and subject to approval by the Union, to determine the basis for weekend overtime (seniority or by rotation). The Employer shall not incur any additional cost in benefit payments to accommodate this provision. This shall not apply to vehicles used for special operations or licensing (i.e. traffic pattern or control, flow-boy, low-boy, zin-mixer, etc.)

6. In the event an employee is assigned to work before the scheduled starting time, he shall nevertheless be afforded

work or paid for not less than eight (8) hours, computed from the scheduled starting time hereinabove specified.

7. Employees in the Classification of mechanic, plant man and yardman, having at least ninety (90) days of employment, shall be guaranteed forty (40) hours of work each week. This guarantee shall not apply for the first week of the season, after layoff, nor for emergency conditions such as snow-removal, or to receive deliveries during the off-season. Yardmen covered by this guarantee shall be required to drive and to perform non-mechanic duties in the garage, if required to by the Employer.

8. Where the job specifications provide for flexible starting times and night shifts between 5:00 p.m. and 12 Midnight with the approval of the Union, the Employer may work an irregular shift outside of the regular hours set forth in this Article. Employees shall be entitled to an irregular shift differential on the basis of 15% per hour for all work performed during the irregular shift. All other provisions of this Article shall apply to irregular shift work.

9. The Employer will notify the Union shop steward by 3:30 p.m. the prior day if there is work the following day.

10. Redi-Mix Concrete Plants

(a) All of the provisions contained in Article III, Sections 1-6 shall be applicable to employees covered by this section except as modified below.

(b) An employee who is not assigned to work after reporting therefore, shall be paid two (2) hours computed from the time he was instructed to report.

(c) A senior employee who reports to work at the time he was instructed to report may leave the yard after the two (2) hour shape time has expired. However, if a less senior employee is called upon to work, the senior employee who chose to leave will only be entitled to the two (2) hour shape pay. If the senior employee elects to remain at the yard beyond the two (2) hour shape time he will be given preference for work.

(d) The work day shall start at 6:00, 6:30, 7:00, 7:30 or 8:00 a.m. or if required by job specifications or conditions, 9:00 a.m. or such other time mutually agreed to between the Union and Employer; however, an employee's starting time is not required to be uniform throughout the week.

(e) The duties of the Teamster shop steward at a redi-mix cement plant will include but not be limited to: visiting job sites when necessary to determine whether concrete can be delivered, transporting vehicles for repair, painting and maintenance; transporting new vehicles to yard; pick-up parts and materials when required by the Employer. The Employer may assign the shop steward and yardmen to drive a redi-mix truck for deliveries when the Employer determines in its reasonable discretion that available work does not warrant using other drivers. The shop steward shall be the last driver to leave the yard on any day when he or she is required to drive a redi-mix truck. Assigning a shop steward to drive shall not be abused by the Employer.

(f) On any day when the shop steward is required to drive a redi-mix truck, he or she has the option of substituting in his or her place a yardman or a hopper man who can drive a redi-mix truck. In that event, the shop steward will be responsible to perform the duties of the yardman or the hopper man who is required to drive a ready-mix truck.

(g) The duties of the yardman include waiting on customers, handling masonry material, operating the forklift and other yard machinery and equipment, moving material, and sweeping and cleaning the yard.

(h) The regular duties of the shop steward as set forth above and the regular duties of a yardman will not be assigned to any other employee any time for any reason without the express consent of the Union.

ARTICLE IV — SUNDAYS AND HOLIDAYS

1. Holiday Pay

a. An employee that works two (2) days in a calendar week in which any of the following holidays occur shall be paid for the holiday at the straight-time rate of pay without working:

NEW YEAR'S DAY
LINCOLN'S BIRTHDAY
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
ELECTION DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS DAY

b. An employee that works two (2) days in a calendar week in which any of the following holidays occur shall be paid for work performed at the rate of double time, which includes holiday pay:

LINCOLN'S BIRTHDAY
ELECTION DAY
PRESIDENT'S DAY
DAY AFTER THANKSGIVING

c. An employee that works two (2) days in a calendar week in which any of the following holidays occur shall be paid for work performed at a rate of triple time, which includes holiday pay:

NEW YEAR'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY

2. The Employer shall not lay off an employee for the purpose of avoiding a paid holiday. Holidays shall be paid for irrespective of the day they may occur.

3. When a holiday or holidays fall during an employee's vacation, he shall be granted an additional number of days off with pay.

4. Work performed on Sundays shall be paid for at twice the straight-time hourly rate of pay.

5. An employee who has worked for the Employer for at least ninety (90) days and sixty (60) days in the contract year, if laid off, shall be paid for any holiday occurring within a period of seven (7) work days of his last day of work. A laid-off employee shall be paid in the same payroll week in which he was laid off with pay also for his pro-rated vacation.

6. By mutual consent, the Employer shall allow employees, by majority vote, and subject to approval by the Union, to switch the above named holidays to alternate holidays. When a holiday falls on Saturday, the Employer has the option to work or not work Friday and pay the holiday.

ARTICLE V — VACATIONS

1. Employees shall receive vacations with pay, in accordance with the following schedule:

(a) Four (4) weeks after twenty (20) years of seniority service, and thirty (30) days of employment in the current contract year.

Three (3) weeks after ten (10) years of seniority service.

Three (3) weeks and one (1) day after sixteen (16) years of seniority service.

Three (3) weeks and two (2) days after seventeen (17) years of seniority service.

Three (3) weeks and three (3) days after eighteen (18) years of seniority service.

Three (3) weeks and four (4) days after nineteen (19) years of seniority service.

The third (3rd) week and every additional day shall be granted to an employee in the calendar year in which he completes his tenth (10th) or other years of seniority service.

Sixty (60) days of employment in the contract year shall be required for entitlement of a full three weeks vacation for employees with ten (10) years of employment.

(b) Two (2) weeks after one hundred and thirty (130) days of employment in a calendar year. However, an employee with five (5) years of seniority service shall receive two (2) weeks' paid vacation, provided he worked ninety (90) days in a calendar year.

(c) One (1) week after ninety (90) days of employment in a calendar year. Employees who receive one (1) week of vacation shall receive one (1) additional day for each additional eighteen (18) days of employment not exceeding ten (10) days, in any one calendar year.

(d) A casual employee shall be granted one (1) day's paid vacation for each eighteen (18) days of employment. An employee who does not qualify for vacation shall be paid pro rata on a daily basis.

2. Verified employment with predecessors in interest shall be computed to determine vacation benefits.

3. Employees shall be paid for vacations in advance, and those entitled to more than one (1) week shall be granted consecutive weeks.

4. Holidays shall be counted as days worked for vacation benefits. Employees shall select vacations in accordance with

their seniority. Time for vacations shall be mutually agreed upon between the Employer and the Union. For each day that an employee reports for work and receives reporting pay, he shall receive credit for one (1) day's employment for purposes of determining vacation eligibility.

5. An employee having at least ten (10) years of service who becomes disabled and is unable to work shall receive vacation pay for the period of one (1) year following such disability.

6. The parties agree to study the feasibility of converting the vacation benefit schedule to an amount based upon an hourly contribution amount, so long as the conversion will not effect the vacation benefit of employees covered by this Agreement as set forth above.

ARTICLE VI — LAYOFF AND REINSTATEMENT

1. Seniority shall be in accordance with classifications. The Union and the Employer have prepared a list containing the seniority standing of the employees which shall be reviewed at least once each year. In the event a layoff shall become necessary, the employee with the least seniority shall be the first laid off. Rehiring shall be accomplished in inverse order of layoff. However, notwithstanding the above, the shop steward shall be the last employee laid off and the first one rehired.

2. Seniority shall not be deemed breached if an employee is rehired within one (1) year after his layoff.

3. Senior employees shall be given first preference.

4. Prior to changing seniority with an Employer, the employee must work for the Employer at least 30 working days. Prior to granting seniority, the Union will notify the Employer who will have ten (10) days from the date of notification in writing to raise any objections. The Union will determine whether the Employer's objection has merit and will grant the employee's seniority at its' sole discretion.

ARTICLE VII EXTRA EQUIPMENT SUB-CONTRACTING

1. In the event the Employer hires additional equipment from Employers not under contract with the Union, the Employer's employees shall operate such equipment if they are not otherwise assigned to work, but, in any event, such hired equipment shall be operated by employees hired through the Referral Hall.

2. So long as the Employer's seniority employees and the Employer's equipment are employed for the regular shift, there will be no restrictions on late deliveries to the Employer's plant from a quarry by sub-contractors using drivers hired through the Referral Hall.

3. Sub-contracting:

The Employer agrees that if a sub-contractor is delinquent in contributions to the Local 456 Welfare, Pension, Annuity, Legal, Education & Training, Labor Management (Benefit Funds), PAC, HCLAF or Administrative dues as more fully set forth in Article's I (4a & b), X, XI, XII, XIII, XIV, XV and XXXII, upon a written "Notice of Delinquency" delivered to the Employer by the Benefit Funds, the Employer agrees to withhold any monies due the sub-contractor after receipt of said "Notice of Delinquency", and remit the delinquent amount to the Benefit Funds. The Employer may submit a dispute regarding the delinquency to the Joint Committee as set forth in Article XXXI of this Agreement. An Employer that fails to comply with a Benefit Fund demand to withhold payments due to a sub-contractor and remit the withheld funds to the Benefit Funds, after receipt of a "Notice of Delinquency" as more fully set forth above, will be liable to the Benefit Funds for the sub-contractor's delinquent amount, except where the Employer disputes the delinquent amount before the Joint Committee.

ARTICLE VIII — INDIVIDUAL CONTRACTS

1. The Employer shall not make any contract with an individual employee, nor shall the Employer attempt to enter into such a contract with an employee.

ARTICLE IX — PAST BENEFITS

1. The Employer shall continue during the term of this Agreement any benefit or condition of work more favorable than those contained in this Agreement. A coffee break shall be considered a past benefit.

2. Work presently being performed by bargaining unit employees shall continue to be performed by bargaining unit employees in accordance with the provisions of this Agreement. Equipment operated by the Employer, or on his behalf, whether owned by the Employer or operated pursuant to lease, hire or contract, shall be operated by members of the bargaining unit or employees hired through the Referral Hall in accordance with the provisions of this Agreement.

ARTICLE X — WELFARE FUND

1. The Employer agrees to comply with the Trust Agreement, By-Laws and the Rules and Regulations of the Westchester Teamsters Welfare Fund as the same may be amended from time to time except that no amendment may effect the Employer's obligation to contribute to the Fund beyond the obligation contained in this Agreement and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were more fully set forth herein.

2. For the period July 1, 2011 to June 30, 2012 the Employer shall pay to the Fund at the Fund Office the amount of eight dollars and forty-eight (\$8.48) for each hour worked by employees covered by this Agreement within each respective week, including shape-time, straight-time, over-time, holiday and vacation pay, up to but not to exceed forty-five (45) hours per week. Payments to the Fund shall not be required on the basis of sick leave or funeral leave as set forth in this Agreement. On an annual basis, based on a report from the fund actuary, contributions will be based on forty (40) hours per week if the Welfare Fund has sufficient assets to meet its obligations.

3. The amount set forth above includes contributions to a segregated account for substance, Haz-Mat and Medical Fit testing.

4. A third party provider will manage a consortium providing service to signatory contractors including occupational, Haz-Mat and industrial medical and compliance services as required by project owners or federal, state or local statute. The Union will have no responsibility to require tests of its members. All records will be maintained at the consortium or Employers as required by law or project owner contract policy. The parties agree that with the exception of the Welfare Funds' obligation to pay for the service limited to the balance in the segregated account, the Fund and the Union shall assume no liability in connection with the testing process and the results thereof, and the parties agree to indemnify and hold the Fund and the Union harmless in connection with privacy and confidentiality issues, and the service provided pursuant to this Agreement.

In addition to the amount set forth above, the Employer shall contribute to the Welfare Fund at the fund office the amount of twenty five cents (\$.25) per hour for each hour

worked by employees covered by this agreement, including shape time, straight time and overtime, to provide Supplemental Unemployment and other benefits.

ARTICLE XI — PENSION FUND

1. The Employer agrees to comply with the Trust Agreement, By-Laws and the Rules and Regulations of the Westchester Teamsters Pension Fund as the same may be amended from time to time except that no amendment may affect the Employer's obligation to contribute to the Fund beyond the obligation contained in this Agreement and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were more fully set forth herein.

2. The Employer shall pay to the Fund at the Fund Office the amount of seven dollars and seventeen cents (\$7.17) per hour for each hour worked by employees covered by this Agreement within each respective week, including shapetime, straight time, over time, holiday and vacation pay, up to but not to exceed forty (40) hours per week. Payments to the Fund shall not be required on the basis of sick leave or funeral leave as set forth in this Agreement.

ARTICLE XII — ANNUITY FUND

1. The Employer agrees to comply with the Trust Agreement, By-Laws and the Rules and Regulations of the Westchester Teamsters Annuity Fund as the same may be amended from time to time except that no amendment may affect the Employer's obligation to contribute to the Fund beyond the obligation contained in this Agreement and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were more fully set forth herein.

2. The Employer shall pay to the Fund at the Fund Office the amount of five dollars (\$5.00) per hour for each hour worked by employees covered by this Agreement within each respective week, including shape-time, straight-time and over-time up to but not to exceed forty (40) hours in each week. The Employer shall contribute to the Fund on the same basis for all hours paid to employees in the form of holiday pay or vacation pay. Payments to the Fund shall not be required on the basis of sick leave or funeral leave as set forth in this Agreement.

ARTICLE XIII — LABOR MANAGEMENT FUND

1. The Employer agrees to comply with the Trust Agreement, By-Laws and the Rules and Regulations of the Teamsters Local 456 and Construction Industry Council — Building Contractors of America (CIC-BCA) Joint Labor Management Trust Fund (fund) as the same may be amended from time to time except that no amendment may affect the Employer's obligation to contribute to the Fund beyond the obligation contained in this Agreement and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were more fully set forth herein.

2. Effective September 1, 2011 the Employer shall pay to the Fund at the Fund Office the amount of five cents (\$.05) per hour for each hour worked by employees covered by this Agreement within each respective week, including shape time, straight time, overtime, holiday and vacation pay, up to but not to exceed forty (40) hours per week. Payments to the fund shall not be required on the basis of sick leave or funeral leave as set forth in this Agreement.

ARTICLE XIV — EDUCATION AND TRAINING FUND

1. The Employer agrees to comply with the Trust Agreement, By-Laws and the Rules and Regulations of the Teamsters Local 456 Education and Training Fund as the same may be amended from time to time except that no amendment may affect the Employer's obligation to contribute to the Fund beyond the obligation contained in this Agreement and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were more fully set forth herein.

The Employer shall pay to the Fund at the Fund Office a sum equal to five cents (\$.05) per hour for each hour worked by employees covered by this Agreement within each respective week, including shape-time, straight-time and overtime up to but not to exceed forty (40) hours in each week. The Employer shall contribute to the Fund on the same basis for all hours paid to employees in the form of holiday pay or vacation pay. Payments to the Fund shall not be required on the basis of sick leave or funeral leave as set forth in this Agreement.

ARTICLE XV — LEGAL SERVICES FUND

1. The Employer agrees to comply with the Trust Agreement, By-Laws and the Rules and Regulations of the

Teamsters Local 456 Legal Services Fund as the same may be amended from time to time except that no amendment may affect the Employer's obligation to contribute to the Fund beyond the obligation contained in this Agreement and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were more fully set forth herein.

The Employer shall pay to the Fund at the Fund Office a sum equal to twenty cents (\$.20) per hour for each hour worked by employees covered by this Agreement within each respective week, including shape time, straight-time and over-time up to but not to exceed forty (40) hours in each week. The Employer shall contribute to the Fund on the same basis for all hours paid to employees in the form of Holiday Pay or Vacation Pay. Payments to the Fund shall not be required on the basis of sick leave or funeral leave as set forth in this Agreement.

Legal Services Fund contributions shall be added to the wage, taxed in accordance with IRS regulations and then remitted to the Fund.

ARTICLE XVI — NEW YORK STATE DISABILITY BENEFITS

1. The Employer will provide coverage for all of its employees covered under the terms of this Agreement under the New York State Disability Law. The cost of that coverage will be borne by the Employer and his employees in the amounts specified for each of them by the New York State Disability Benefit statute.

ARTICLE XVII — COLLECTION OF EMPLOYER CONTRIBUTIONS TO THE BENEFIT FUNDS

1. If legal action is instituted by the Funds against a delinquent Employer and the Employer fails to pay the delinquency (other than a delinquency solely relating to an audit deficiency), or the Employer refuses to permit an audit of its books and records by a representative of the Funds, or the Employer fails to pay current contributions during the pendency of the lawsuit, within twenty (20) days after service of process of the lawsuit, or within twenty days of notice of a lapse in remitting current contributions during the lawsuit, upon such failure by the Employer, the Union shall remove labor from the delinquent Employer's jobs, in which case the employees so removed shall be paid a day's pay of eight (8)

hours for each day until the Employer settles his delinquency and/or permits an audit of the Employer's books and records. If the Trustees or the Fund Administrator of the Benefit Funds is required to utilize the services of an attorney to collect Employer delinquencies or the services of an accountant to conduct an audit of the Employer's books and records as the result of the Employer's delinquency, the delinquent Employer may be required to pay, in addition to the delinquency, interest at the rate of two percent (2%) above prime per annum, together with liquidated damages in the amount of ten percent (10%) of the total delinquency and the reasonable cost of auditing services and legal fees in the amount of fifteen percent (15%) of the delinquent amount, in accordance with ERISA Section 502(g).

All contributions required to be made to the Benefit Funds by the Employer shall be made on a weekly basis together with a completed contribution report form to be furnished by the Benefit Funds, indicating the names of all employees, number of hours worked or paid and amount of hourly wages, together with the amount of contribution for each employee to each fund. The periodic reporting forms must be filed by the Employer with the funds regardless of whether any contributions are due and owing the funds in the reporting period.

The Trustees of the Benefit Funds in their discretion may permit an Employer to contribute to the Benefit Funds on a monthly instead of a weekly basis where the contribution record of the Employer justifies such action.

In the event an Employer is delinquent in payments to the Funds beyond ninety days, the Trustees of the Funds shall require the delinquent Employer to deliver to the Fund Office a Surety Bond or Cash (or other form acceptable to the Trustees) in the penal sum equal to the principal amount of the delinquency or \$50,000, whichever is greater. In the absence of a Bond sufficient to secure the delinquency, the Union shall be instructed by the Trustees to remove Teamsters from the delinquent Employer's jobs. The Trustees shall also have the power to fix a lesser bond or to eliminate the requirement for a Surety Bond for any Employer whose contributions record justifies such action.

With the exception of the provisions contained in Section 4 of this Article, the remedies set forth herein shall not be subject to any form of grievance procedure or arbitration, nor

shall said remedies be the exclusive remedies available to the Union with respect to an Employer who is in violation of the provisions of this section.

2. No officer, agent, representative or employee of the Union or of any Employer or employee benefit fund shall be deemed to be an agent or representative of the Board of Trustees of the respective Fund or shall be deemed as authorized to make any oral or written representations or give any form of commitment which may be relied upon by any Employer, employee, his or her spouse, beneficiary or dependent. Any such representations or commitments may only be made by the Board of Trustees in their official capacity.

3. The Fund and/or the Union shall have the power to require any Employer, and the Employer, when required, shall furnish any reports and information as they may require in the performance of their duties in the collection of contributions to the Fund. Benefits may be extended to Employees and full-time paid officers of the Union, Employees of the Westchester Teamsters Pension Fund, the Westchester Teamsters Welfare Fund, the Teamsters Local 456 Annuity Fund, the Teamsters Local 456 Education and Training Fund, the Teamsters Local 456 Legal Services Fund, the Westchester Teamsters Supplemental Unemployment Benefit Fund, provided contributions are paid on behalf of such persons by the Union, Welfare Fund, Pension Fund, Annuity Fund, Education and Legal Services Fund and Supplemental Unemployment Benefit Fund, as the case may be. Payment will be made weekly to the Fund by check, payable to the Westchester Teamsters Benefit Funds.

4. If an Employer fails to remit contributions to the fringe benefit funds as required by this Agreement, the Union or the Board of Trustees for the Benefit Funds shall have the right to take whatever steps are necessary to secure compliance with this section. The Union and or the Board of Trustees shall determine whether a grievance regarding this Section shall be submitted to arbitration or whether other remedies provided for under State or Federal Law including legal action in a court of competent jurisdiction shall be pursued with respect to an Employer who is in violation of the provisions of this Section. If the Board of Trustees decide to pursue the remedy of arbitration, said arbitration shall be referred to an independent arbitrator chosen by the Board of Trustees or to the American Arbitration Association.

5. In order to protect the fringe benefits to which employees are entitled under this Agreement, and in order to prevent any device or subterfuge to evade liability for Employer contributions due to the Funds, it is agreed as follows: if an Employer is delinquent in contributions due to the Funds and the delinquent Employer ceases to be an Employer hereunder for any reason, and the Employer either under its original signatory name, or under another name, seeks to be a signatory to a collective bargaining agreement with the Union, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the principals of the delinquent Employer, as officers, directors, owners, partners or stockholders, exercise either directly or indirectly, any significant degree of ownership, management or control, the Union will not enter into a collective bargaining with the new Employer, so long as the delinquent Employer remains liable for contributions due to the Funds, including any interest accrued thereon, and any expenses incurred in connection with the delinquency.

6. Notwithstanding any section of this Article, or any other provision contained in this Agreement providing for litigation, arbitration or any other provision relating to the collection of delinquent employer contributions to the Union Benefit Funds, Article XXIII, the No Strike Article of this Agreement shall not apply, and the Union may engage in economic action including, but not limited to, picketing and hand billing directed against an employer that is sixty (60) or more days delinquent in contributions to the Local 456 Benefit Funds, or that is in default of a Settlement Agreement requiring contributions to the Local 456 Benefit Funds.

ARTICLE XVIII — DOUBLE BREASTED

1. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, to protect the benefits to which employees are entitled under this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work and benefits, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, within the geographical area of this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including

its officers, directors, owners, partners, or stockholders) exercises either directly or indirectly any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

2. A charge of a violation of Section (1) of this Article may be filed by the Union and/or the Trustees of any of the Trust Funds provided for in this Agreement, and shall be considered as a dispute under this Agreement and shall be processed in accordance with procedures for the handling of grievances and the final binding resolution of disputes; however, a grievance under this section which the parties fail to resolve shall be referred to binding arbitration in accordance with the rules and regulations of the American Arbitration Association. As a remedy for violations of this Section, the arbitrator (or arbitration body) is empowered at the request of the Union and/or the Trustees of the joint Trust Funds, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay to the affected joint Trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violation of this Section; nor does it make the same or other remedies unavailable to the Union for violations of other sections or other articles of this Agreement. A complaint alleging a violation of Section (1) of this Article may also be filed by the Union and/or Trustees of the funds in the United States District Court for the Southern District of New York.

ARTICLE XIX — EMPLOYEE'S EXPENSE

1. The Employer shall pay employees all reasonable expenses incurred by them while they are away from home in furtherance of the Employer's business.

2. The Employer shall pay employees for the time lost on account of court appearances in the Employer's behalf, and for presence at hearings conducted before the Worker's Compensation Board.

ARTICLE XX — PAY AND RECORDS — 401(K) SAVINGS PLAN

1. The Employer shall pay wages weekly in cash. The Employer shall maintain records of the employment of

employees, and comply with all the laws governing the employment of employees (including, but not limited to, Worker's Compensation and Social Security).

2. The Employer agrees that employees covered under this Agreement will be eligible to participate in the Teamsters-National 401(k) Savings Plan at such time as it is administratively feasible.

The Employer will execute a Participation Agreement with the Union and the Trustees of the Teamsters-National 401(k) Savings Plan (the Plan) evidencing Employer participation in the Plan within 30 days of notice that the Plan is administratively feasible. Upon implementation, each Employer will make or cause to be made payroll deductions from participating employees wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sums at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust of the Teamsters National 401(k) Plan (Trust).

ARTICLE XXI — OUTSIDE CONTRACTS

1. The Employer shall not, during the term of this Agreement, contract or agree to contract or otherwise assign work performed by employees covered by this Agreement to any other firm, contractor, corporation, partnership, individual or otherwise, except as provided by ARTICLE VII hereof. It is agreed that employees covered by this Agreement shall continue to do all types of work heretofore performed by them. The Employer shall use employees covered hereby to transport cranes, cats or shovels.

ARTICLE XXII — DISCHARGE

1. An Employer may discharge an employee for just cause, however, the discharged employee shall continue to receive his regular wage in accordance with Article XXXI of this Agreement.

ARTICLE XXIII — NO STRIKE - NO LOCKOUT

With the exception of disputes for contributions owed by the Employer to the Union Benefit Funds:

(a) The Union agrees that there will be no strike during the term of this Agreement. The Employer agrees that there will be no lockout of the members of the Union during the term of this Agreement.

(b) The Union and the Employer agree that all disputes arising under the provisions of this Agreement, with the exception of disputes for delinquent Benefit Fund contributions, shall be resolved through the grievance and arbitration provisions set forth in ARTICLE XXXI of this Agreement.

ARTICLE XXIV — PICKET LINE

1. It shall not be a breach of this contract nor cause for discharge, replacement or other discipline for any employee to refuse to cross a sanctioned picket line approved by the Union.

ARTICLE XXV — LEAVE OF ABSENCE FOR DEATH IN FAMILY

1. The Employer shall grant three (3) calendar days off without loss of pay to an employee who has a death in his immediate family, inclusive of the day of the funeral. "Immediate family" shall include: parents, foster parents, spouse, children, sisters and brothers. In the event of the death of a father-in-law or mother-in-law, or a grandparent, the employee shall be allowed the day of the funeral without loss of pay, provided he attends the funeral. Proof of death will be provided to the Employer upon request.

ARTICLE XXVI — WORKING CONDITIONS

The following conditions of work shall be observed:

1. At least one man working under the provisions of this Agreement shall at all times be assigned to the operation of A-Frames, winch trucks (operated from inside), and dual purpose grease and fuel trucks.

2. One man shall be assigned to oil distributor trucks and to a fuel truck when servicing equipment.

(a) Employees working on fuel trucks shall be guaranteed forty (40) hours per week.

(b) Employees working on truck operations on construction job sites shall receive a premium of five (\$5.00) dollars per day above the rate set forth in Article II.

(c) Employees working on fuel operations on construction job sites shall receive eight (8) sick days and one personal day leave per year.

(d) The operation of fuel trucks shall be offered to employees based upon seniority. During each forty hour guaranteed period, if an employee with less seniority chooses to operate the fuel truck, said employee may not be replaced by a more senior employee due to weather conditions, etc.

(e) Restrictions: Employers may not carry fuel for equipment in fifty gallon drums or five gallon cans unless a driver is employed and the above requirements are adhered to. In cases of emergency, such as fuel company's failure to load an Employer's equipment at designated times which would result in a work stoppage, the Employer may request the Union's permission to fuel the equipment without penalty of the above requirements, until the normal fueling process is reestablished. The Union's consent shall not be unduly withheld in an emergency situation.

(f) An Employer who is found to have violated any of the provisions set forth in this Article with regard to the operation of fuel trucks hereby agrees to pay the driver who would otherwise be employed to operate the fuel truck a minimum of forty hours at straight-time pay as provided for in this Article.

3. In those Companies where the Union represents automotive mechanics, mechanic's helpers, welders, stockroom men and working foremen, such employees shall continue to perform all of the duties heretofore performed by them.

4. The starting and checking of all trucks and equipment covered hereby shall be performed by employees covered hereunder.

5. The Employer shall use equipment covered by this Agreement and operated by employees covered hereby for the purpose of delivering materials, parts, cones, planks or any equipment or material for construction or towing, where such equipment can be used for such purposes, in the judgement of the Union delegates.

(a) The Employer shall subcontract for the delivery of redi-mix concrete and asphalt at a competitive price ("Competitive price" shall include the prevailing wage and reasonable cost of materials.) only to companies whose

wages and other economic benefits are equivalent to the area standards established by the Union unless said companies are unable or unwilling to supply redi-mix concrete or asphalt to the Employer.

6. If an Employer does not receive dynamite from a distributor in either Westchester or Putnam Counties, having a contract with the Union, he shall assign two (2) men to the dynamite truck at all times for servicing, and shall engage two (2) men for loading or unloading caps or dynamite.

7. Employees covered hereby shall operate snow plows, whether they be jeep, suburban, pick-up or any other type of vehicle.

8. The Employer may use pick-ups or suburbans for transporting personnel and hand tools. However, if any such vehicle is used to transport any other materials, it is agreed that the same shall be operated by an employee covered hereby, who shall continue to operate such vehicle.

9. To protect and preserve for the employees covered under the Heavy Construction Agreement ("the Agreement") all work they have performed and all work covered by the Agreement and maintenance of standards, and to prevent any device or subterfuge to avoid the protection and preservation of work and maintenance of standards, it is agreed that the Employer and/or his subcontractor(s) may utilize Ready-Mix concrete production plants outside the geographical jurisdiction of the Union to deliver ready-mix concrete, *provided*, the Employer has no trucks or equipment available that are normally used with the geographical jurisdiction of the Union and there are no qualified Local 456 drivers available, *and provided further*, that such Employer and/or his subcontractors must agree that it will pay its employees who perform such work not less than the wages and other economic benefits provided for in this Agreement.

A violation of this provision of the Agreement shall not be subject to the grievance procedure, and the Union can engage in lawful economic activity to enforce this provision.

10. When employees are required to move vehicles covered by this Agreement from the job back to the yard or another job, they shall be provided transportation back to the starting point and they shall be paid the appropriate rate until transported to the starting point for all time so spent.

11. No redi-mix concrete mixer trucks of any type of design shall carry more than 12 cubic yards of concrete. No restriction or limitation is placed on any other vehicle, load or material.

12. Employees shall not be held responsible for over loaded vehicles. Whenever a driver is penalized because of such overload, the Employer shall bear all cost in connection with such overload penalty and shall pay damages assessed against the employee, including accrued overtime for delay and/or lost earning opportunity that the employee might suffer. In the event the employee shall suffer a revocation of his Chauffeur's license solely because of violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than his regular earnings, for the entire period of revocation of license, and the employee shall be reinstated in the seniority he held prior to revocation of his driver's license, after his driver's license is restored.

13. An employee covered hereby shall be assigned to a truck that supplies fuel.

14. The Employer shall call the Union for help not later than 4:30 p.m. of the day preceding the day such help is required to report for work.

15. If an Employer transfers equipment outside the territorial jurisdiction of the Union for lack of work, and if thereafter the Employer obtains work within the Union's jurisdiction for which the transferred equipment is suitable, the Employer will return the equipment without undue delay.

16. Hazardous/Toxic Waste

(a) Conditions of employment at a hazardous/toxic waste site shall be subject to all safety and insurance regulations required by appropriate governmental agencies.

(b) Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/ toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin or eye protection, the employee shall receive an additional 20% premium above the hourly wage set forth in this Agreement.

(c) The Union shall provide certified and qualified drivers.

(d) All drivers on Public Sector and utility jobs must complete the OSHA ten (10) hour certification course.

17. At all times during the work day safety and personal protective equipment supplied by the Employer or otherwise required by OSHA, such as safety shoes, proper attire, hard hats, etc. must be worn in accordance with OSHA regulations by the Employee. All drivers are required to complete the OSHA ten (10) hour certification course. Failure to comply with this paragraph subjects the Employee to suspension, reduction in seniority or discharge through the grievance procedure (Article XXXI).

18. A driver operating a specialized vehicle on a job site such as a fuel truck, attenuator or water delivery truck may be assigned to operate an alternate vehicle during the workday and, if necessary, reassigned back to the specialized equipment. The driver will receive the highest rate of pay for vehicles operated during the day, for the entire day.

No employee other than an employee covered hereby will operate specialized vehicles including a fuel truck, attenuator and water delivery trucks on or off the job site.

ARTICLE XXVII — WORKING TEAMSTER FOREMAN

1. Working Teamster Foreman on Road and Heavy Construction job sites, supply yards and redi-mix plants.

(a) A Working Teamster Foreman shall be assigned each supply yard, redi-mix plant and each road and heavy construction job site at all times, and shall be furnished with a vehicle for means of transportation. If an Employer has more than one job site in operation, the Working Teamster Foreman will cover all of such job sites. The Working Teamster Foreman may be assigned the duties of a Safety Coordinator at the discretion of the Employer and under the direction of the Employer. However, the Union shall not be liable for any act of negligence of any of its members. The Working Teamster Foreman shall be appointed by mutual agreement of the Union and the Employer from the Employer's seniority list or from among the union's qualified members and shall be designated as the Teamster Shop Steward by the Union.

(b) Annually, there shall be a joint Union and Employer review of the Working Teamster Foreman's performance to

determine status for the following year. If the Employer is not satisfied with the Working Teamster Foreman's performance for two consecutive years the Union agrees to appoint a replacement in accordance with Paragraph 1(a) of this Article. This does not restrict the Employer from seeking recourse under Article XXXI, Grievance Procedure for more immediate matters.

(c) The Working Teamster Foreman shall be paid a rate of pay equal to the rate of the highest rate of pay of any employee in such yard working under the provisions of this Agreement.

2. Working Teamster Foreman on Building Construction job sites:

(a) A Working Teamster Foreman shall be employed on all building construction job sites, including condominium cluster developments, for which the general construction value exceeds eleven million (\$11,000,000) dollars. In the event such Employer has more than one project which exceeds eleven million (\$11,000,000) dollars, the Working Teamster Foreman shall cover all of such projects.

(b) The Working Teamster Foreman shall be employed by the General Contractor, Owner, Developer, Broker, Prime Contractor, Construction Manager, Investment Builder or whichever such designated individual, company or firm is responsible to perform the construction or subcontracts that work to other Employers on the job. The working Teamster Foreman will operate a service truck when required by the Employer.

(c) The parties will meet at a prejob conference to determine when the Working Teamster Foremen's employment will commence. It is the intent of the parties that the Working Teamster Foreman shall be employed from the beginning of the job until the building or development is seven-eighths completed. Should there be any dispute concerning the termination date of the Working Teamster Foreman pursuant to this paragraph, the matter shall be submitted to the grievance panel in accordance with the procedures set forth herein. The panel shall determine, based upon all of the facts, whether the particular job has reached the seven-eighths completion stage.

3. The duties of the Working Teamster Foreman shall be assigned by the Employer in connection with the receiving,

shipping and distributing of materials and coordinating the daily routine of truckers and drivers. On jobs where a Working Teamster Foreman is employed and job conditions warrant and are practical, delivery shall be routed through a designated location selected by the Employer. It shall be one of the duties of the Working Teamster Foreman to check the deliveries and re-route the trucks to their proper location on the job site. The designated area may be changed as job conditions warrant.

(a) The Working Teamster Foreman may be assigned the duties of a Safety Coordinator at the discretion of the Employer and under the direction of the Employer. However, the Union shall not be liable for any act of negligence.

(b) The Working Teamster Foreman shall be referred to the Employer through the Union Referral Hall from among the union members that the Union determines have the necessary qualifications to be a Working Teamster Foreman.

(c) To insure that all vehicles operated on the job site are operated in a safe and efficient manner and to supply and transport parts, materials and building supplies the Working Teamster Foreman shall be employed at all times when work is performed on the job site by any trade and of any nature. The Working Teamster Foreman shall not deprive employees on the seniority list of the Employer or the seniority list of any other Employer of their normal work opportunities.

(d) In the event of a lay-off, the Working Teamster Foreman shall be the last employee to be laid off. The Union shall designate the Working Teamster Foreman as the Union Shop Steward on the job and he shall be allowed a reasonable amount of time to conduct union business consistent with the concept that he is a Working Teamster Foreman.

(e) The Working Teamster Foreman shall have no authority to direct that economic or other action be taken against an Employer. He shall be required to report any unresolved grievance and/or dispute to the appropriate union official. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Working Teamster Foreman has taken unauthorized strike action, or instigated a work stoppage which is not approved by the Union, in violation of this Agreement.

(f) The Union shall have the right to remove and replace the Working Teamster Foreman at any time.

(g) The Working Teamster Foreman shall be paid a rate of pay equal to the rate of the highest rate of pay of any employee in such yard working under the provisions of this Agreement.

ARTICLE XXVIII — JOB CONFERENCE

1. An Employer who is a General Contractor, Owner, Developer, Broker, Prime Contractor, Construction Manager, Investment Builder or whatever such designated individual, Company or firm is responsible to perform the construction or sub-contract that work to other Employers on the job, shall meet with the Union prior to the commencement of any job, project, construction or demolition work, to discuss mutual problems in connection therewith. The names of all subcontractors shall be furnished to the Union at such Conferences, if known by the Employer at that time, and in any event, the names of such sub-contractors shall be furnished to the Union before said sub-contractors shall commence work.

ARTICLE XXIX — NON-DISCRIMINATION CLAUSE

1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age (between the years of 40 and 70), nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 70).

2. The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

3. The treatment of all employees and applicants for employment shall be without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training, and apprenticeship, promotion,

upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment.

ARTICLE XXX — DRUG FREE WORKPLACE PROGRAM

1. The Employer and Union agreed to establish a Drug and Alcohol testing program for the testing of current Employees, pre-employment testing and random testing, the cost to be paid by the Welfare Fund from the segregated Employer Consortium special account.

2. Where an Employer has reasonable cause to believe that an employee is a drug abuser, substance abuser or alcohol abuser, the Employer can suspend the suspected abuser, not to exceed three (3) days, and require that the employee meet with the Union's Employee Assistance Program Director.

3. The Union's Employee Assistance Program Director will arrange for testing of the suspected abuser to determine whether the employee has a drug, substance or alcohol abuse problem.

4. If the test reveals that the employee is not a drug, substance or alcohol abuser, he shall be immediately returned to work with no loss of pay not to exceed three (3) days.

5. If the test reveals that the employee is a drug, substance or alcohol abuser, he will be suspended with no pay and the employee will be given the opportunity to participate in a rehabilitation program to suit his individual need under the guidance of the Union's Employee Assistance Program Director.

6. If the employee completes the rehabilitation program and subsequently tests clean of drug, substance or alcohol abuse, the employee shall be returned to his previous position with no loss of seniority.

7. An employee who fails a drug or alcohol test or who refuses to take a random test when requested, on three occasions will no longer be eligible to work for an Employer covered by this Collective Bargaining Agreement.

8. A Labor-Management Committee will meet to adapt rules and regulations to govern drug and alcohol testing, including return to work rules for a permanently suspended member.

9. An employee that fails to meet with the Union's Employee Assistance Program Director or refuses to submit to testing for drug, substance or alcohol abuse or refuses to participate in the Drug Free Workplace Program or the Detoxification program after testing positive for drug, substance, or alcohol abuse, or who fails three (3) drug, substance or alcohol abuse tests, shall be terminated without recourse to the grievance procedure contained in the Collective Bargaining Agreement.

10. In accordance with Federal Department of Transportation requirements, the Employer and the Union agree to form a "Substance Abuse Testing Consortium" (SAT Consortium). The SAT Consortium will perform all pre-employment, random, post accident and other required testing, if any, of covered employees of the bargaining unit. Pursuant to an Agreement with the Teamsters Local 456 Health and Welfare Fund, testing will be conducted exclusively by Clarity Testing Services, unless the parties agree in writing to utilize the services of other or additional providers of testing services.

11. The cost of testing, detoxification or other services will be paid by the Teamsters Local 456 Employee Assistance Program or by the Westchester Teamsters Welfare Fund.

12. It is agreed that the procedure set forth above shall be the exclusive procedure for resolving disputes concerning drug, substance or alcohol abuse and testing.

ARTICLE XXXI — GRIEVANCE PROCEDURE

1. GRIEVANCE PROCEDURE

(a) All grievances or disputes involving any controversy, dispute or misunderstanding arising as to the meaning, application or observance of any provision of this Agreement shall be handled in the manner hereinafter set forth.

(b) It is the expressed intention of the parties that all grievances arising on the job be resolved through the direct efforts of the Union's Shop Steward and the Employer's representative.

Step 1. In the event that a grievance cannot be resolved through the direct efforts of the Union's Shop Steward and the Employer's representative then it will be incumbent upon the Union's Shop Steward and the Employer's

representative to contact, in the case of the Union, the Business Manager or Business Agent and in the case of the Employer, the Association Representative or the Independent Employer.

Step 2. The Union's Business Manager and/or Business Agent and the Association Representative or the Independent Employer will be required to meet with the involved parties and attempt to resolve the grievance and/or dispute within a period not to exceed 24 hours from the time when the dispute first became known to either the Union's Business Manager and/or Business Agent and the Association Representative or the Independent Employer.

Step 3. If the disposition of the matter in Step 2 is not satisfactory, either party has a right to request a meeting of a Joint Committee composed of two (2) Employer representatives and two (2) Union representatives with the power to hear and determine the appropriate disposition of the said grievance and/or dispute.

(c) The Employer representatives to the Joint Committee will be selected by the appropriate Association representative or the Independent Employer and the Union representatives to the Joint Committee will be selected by the Union's Business Manager.

(d) The Joint Committee referred to herein shall have the right to investigate all facts pertaining to the grievance and/or dispute. The Joint Committee, as well as the Association and Union's representative shall upon each dispute or grievance processed in accordance with this Article, have the right to examine time sheets and any other records pertaining to the grievance and/or dispute, in furtherance of its disposition. The Employer and the Union shall be entitled to present such evidence and witnesses before the Joint Committee hearing in support of their respective positions as they see fit.

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

(e) The parties expressly agree that all grievances and/or disputes which may ultimately lead to a work

stoppage shall be handled in accordance with the grievance procedure and that neither party will resort to a strike or lockout during the term of this Agreement without first permitting the other party the opportunity to avail itself of the grievance procedures set forth in this Article.

(f) In the event the Joint Committee is unable to render a decision then the committee shall select a neutral umpire to hear and resolve the dispute and the determination of the neutral umpire shall be final and binding upon the employee and the Employer and all parties to this Agreement. Failure of either party involved to comply with any determination of the neutral umpire shall give the other party immediate right to all legal and economic recourse.

(g) In the event the parties cannot agree on the selection of a neutral umpire the matter shall be referred for final disposition to the American Arbitration Association for the appointment of an arbitrator who shall have full authority to hear and resolve the dispute in accordance with the Rules and Regulations of the American Arbitration Association.

(h) Only with regard to cases arising under Article XXII (Discharge) will the following procedure be followed:

The affected employee will continue to receive his regular wage notwithstanding the discharge until such time as the Joint Committee, as set forth in paragraph (c) of this Article, is designated to hear the dispute, but not to exceed forty-eight (48) hours from the time of discharge. If the Joint Committee is designated within the forty-eight (48) hour period the affected employee will continue to receive his regular wage until such time as the committee meets and renders a final and binding decision involving the question of whether the discharge was for just cause, or refers the matter to Arbitration but not to exceed five (5) working days from the date of discharge.

ARTICLE XXXII — INDUSTRY ADVANCEMENT FUND

1. The Heavy Construction Industry Advancement Fund, also known as the Construction Industry Council of Westchester and Hudson Valley, Inc., hereinafter referred to as the "HCIAF" has been established for the purpose of promoting industry advancement programs to improve the industry.

2. All Employers bound by the terms of this Agreement shall remit to the HClAF Fund thirty-five cents (35 cents) per hour for each hour worked by each employee covered by this Agreement.

HClAF contributions shall be made by separate check payable to the Heavy Construction Industry Advancement Fund. There shall be no co-mingling of these funds with funds of the Union or with fringe benefit funds. All monies received by the fund office for HClAF are to be treated as trust funds and shall be immediately remitted to the HClAF upon receipt thereof.

3. The Union shall have no control over the utilization of the Industry Advancement Fund but will be consulted as to suggestions for the advancement of the Industry.

ARTICLE XXXIII — MOST FAVORED NATIONS CLAUSE

In the absence of approval by the Association Representative, should the Union knowingly allow its members to work for a competitor of the Employer for wages and fringe benefits less than the amounts set forth in this Agreement, or under conditions less favorable than those established by this Agreement; then the wages, fringe benefits and working conditions contained in this Agreement shall, upon reasonable notice by the Association to the Union, be deemed changed to conform to the more favorable conditions permitted by the Union.

This clause shall not apply to isolated or emergency situations which may occur from time to time under unusual job conditions nor when a special project agreement is established and made available to all signatory Employers pre-bid.

ARTICLE XXXIV WORKER'S COMPENSATION — ADR PROGRAM

The Union agrees to adopt and be bound by the Workers Compensation Medical Care and Dispute Prevention and Resolution Program. The contractor and/or subcontractor can provide Worker's Compensation through the ADR Program so long as the contractor and/or subcontractor adopt and execute the ADR Agreement. The determination to utilize the Worker's Compensation ADR Program will be at the exclusive option of the contractor and/or subcontractor.

ARTICLE XXXV — LABOR MANAGEMENT COMMITTEE

The parties agree to form a Labor Management Committee to explore joint labor. Management initiatives to effect cost savings while improving job opportunities for members of the Union, which may include winter season operations or more productive starting times.

ARTICLE XXXVI — SAVINGS CLAUSE

In the event any term, condition or provision of this Agreement, in whole or in part, is illegal, invalid or unenforceable in a court of competent jurisdiction or declared illegal, invalid or unenforceable by an appropriate governmental agency or by the decision of any body competent and authorized to act herein, only those provisions or parts so affected shall be rendered invalid. The parties desire the balance of the contract to continue in full force and effect to the same extent as if the illegal, invalid or unenforceable part had never been incorporated in this Agreement. In the event any part is illegal, invalid or unenforceable, the parties shall immediately meet to correct the parts so affected.

ARTICLE XXXVII — DURATION OF AGREEMENT

1. This Agreement shall be effective as of June 1, 2011 and shall continue in full force and effect until the 31st day of May, 2014 and unless sixty (60) days written notice is given prior to the expiration by the Union to the Employer or the Employer to the Union, it shall remain in full force and effect for a further period of one year, and from year to year thereafter provided, however, that any Employer on not less than sixty (60) days written notice prior to the expiration date of this Agreement or any of its extensions can notify the Union in writing of its desire to withdraw and terminate the Agreement as it relates to itself. In the event written notice of termination is given, the parties shall meet forthwith to negotiate a new Agreement and any and all terms of such new Agreement shall be retroactive to the termination date.

2. This Agreement shall be binding upon the parties, their successors and assigns, by operation of law or contract.

HEAVY CONSTRUCTION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative and have affixed hereto the seals of their respective organizations the day and year first above written.

FOR THE EMPLOYER:

Construction Industry Council of Westchester and Hudson Valley, Inc.

By: _____ Date: _____
(Association Representative)

FOR THE EMPLOYER:

The Building Contractors Association of Westchester
and Mid-Hudson Valley, Inc.

By: _____ Date: _____
(Association Representative)

FOR THE UNION:

Teamsters Local 456 a/w International Brotherhood of Teamsters

By: _____ Date: _____
(Business Manager)

HEAVY CONSTRUCTION AGREEMENT (New Association Members)

The undersigned Employer hereby applies for membership in the undersigned Association and agrees to be bound by all of the terms of the Association's Constitution and By-Laws, and by all the terms and conditions set forth in the Heavy Construction Agreement presently in effect between Teamsters Local 456, affiliated with the International Brotherhood of Teamsters, and the 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.

FOR THE EMPLOYER:

(Name of Employer)

(Address of Employer)

By: _____
(President)

Date: _____

FOR THE UNION:

Teamsters Local 456 a/w International Brotherhood of Teamsters

By: _____
(Business Manager)

Date: _____

The undersigned Association hereby accepts the application of the above named Employer for membership in the Association pursuant to the terms set forth above.

FOR THE ASSOCIATION:

By: _____
(Association Representative)

Date: _____

- ☐ Construction Industry Council
- ☐ Building Contractors Association

HEAVY CONSTRUCTION AGREEMENT (Independent Employer)

The undersigned Employer hereby agrees to be bound by all of the terms and conditions set forth in the Heavy Construction Agreement presently in effect between Teamsters Local 456, affiliated with the International Brotherhood of Teamsters, and the Construction Industry Council of Westchester and The Hudson Valley, Inc. and the Building Contractors Association of Westchester and Mid-Hudson Region, Inc. as the same may be amended, modified or extended from time to time.

FOR THE INDEPENDENT EMPLOYER:

(Name of Employer)

(Address of Employer)

By: _____
(President)

Date: _____

Telephone Number: _____

Fax Number: _____

Federal ID#: _____

FOR THE UNION:

Teamsters Local 456 a/w International Brotherhood of Teamsters

By: _____
(Business Manager)

Date: _____

NOTES



2008 - 2014 Collective Bargaining Agreement

Between

THE BUILDING CONTRACTORS ASSOCIATION

And

LOCAL #46 METALLIC LATHERS UNION

And REINFORCING IRONWORKERS of

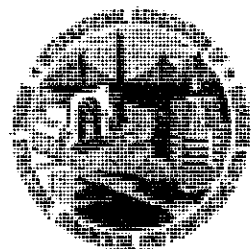
NEW YORK AND VICINITY of the

INTERNATIONAL ASSOCIATION of

BRIDGE, STRUCTURAL, ORNAMENTAL

And REINFORCING IRON WORKERS

Hereinafter referred to as the "Union"



PREAMBLE

WHEREAS, the Employer and the Union on February 20, 1918, entered into an agreement setting forth the conditions of employment, rates of pay, and hours of work to be observed between the parties; and

WHEREAS, said agreement has continued uninterruptedly, subject to amendatory changes from time to time with respect to rates of pay and hours on employment; and

WHEREAS, the parties now desire to again supplement and amend the agreement of February 20, 1918, with respect, among other things, to rates of pay for the period commencing July 1, 2008 and terminating June 30, 2014.

Now, therefore, in consideration of the foregoing, it is mutually agreed as follows:

Tappan Zee Hudson River Crossing Project
Contract D214134

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PART 1 - AGREEMENT

Appendix VI - Project Labor Agreement (Schedule A)
Final for Execution - November 21, 2012

ARTICLE I

TERRITORY COVERED

This Agreement shall apply on all buildings and construction work and all work within its terms in all of the Boroughs of New York City, Nassau and Suffolk Counties, Long Island, New York, Westchester County, New York and the Southern Section of Rockland County, New York.

ARTICLE II

RECOGNITION AND UNION SECURITY

1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Lathers in its employ, including Foremen, Journeymen, Apprentices and Trainees.
2. All employees covered by this agreement who are not members in good standing of the Union shall be required to become and remain members in good standing of the Union, as a condition of continued employment, on or after the seventh day following the effective date of this agreement, whichever is later. All employees who are members of the Union shall be required to remain members in good standing as a condition of continued employment. If the Union elects not to accept any individual into membership in the Union and elects not to require the payment from such individual of the Union's uniform initiation fee and periodic dues, such individual shall be required to pay the Union a Uniform and periodic service fee representing the individual's share of the cost of the Union's operation of the Hiring Hall. If any individual fails to comply with the Union security requirements of this Article, such individual shall be discharged by the Employer after the Employer is advised of such failure by the Union, by formal written notification.
3. This shall be a guaranteed contract; it shall be lived up to by all parties.
4. If the Employer engages in any class of work not embodied in Building and Construction work, both parties shall comply with all Union conditions then existing in that class of work.

ARTICLE III

WORKED COVERED

The Employer agrees that the work set forth in this Article III falls within the Union's exclusive jurisdiction and is covered by this Agreement. The Employer further agrees that the work described in all the paragraphs of this Article III shall be contracted for the Employer and shall be assigned to and performed by Journeymen Lathers represented by the Union. The Employer further agrees that the performance of the work defined and referred to in this Article III by Journeymen Lathers shall be a term and condition of employment under this Collective Bargaining Agreement.

All reinforcing and post-tension hardware and cables shall be handled and installed by Lathers covered by this Agreement. This shall include all work and material specified by PTI (Post Tension Institute) for the proper installation of all post tension systems. Any reinforcing related material or devices used in conjunction with any phase of reinforcing concrete shall be exclusively handled and installed by Lathers covered by this Collective

Bargaining Agreement. In addition, all brushing, painting or any job site preparations of the concrete reinforcing and all splicing and coupling devices shall be done by Lathers covered by this Agreement.

This Agreement shall apply on the laying and setting of iron and steel mesh used in fireproof construction, on the cutting and bending of all iron and steel and metal and wire lath or mesh, or sheets for floor arches, and on making of hangers, clips and stirrups; on the fabrication and assembling of all columns, beams and girders of metal or wire lath, iron or steel; on the cutting, bending and setting of all iron and steel and of metal or wire lath or mesh used in construction of reinforced concrete; on cad welding in all phases such as preheating and grinding or rebars, field pre-stressing and field post tensioning in all its systems and phases. The foregoing provision shall also apply to fiberglass or any other material, when used in the reinforcement of concrete in conjunction with, or in place of any of the aforesaid mentioned materials. When frames of reinforcing steel, iron or metal lath, or wire lath, or mesh, are made and assembled at the shop by heating processes that cannot be made on the job, the same shall be handled after arriving at the building solely by Journeymen Lathers. Journeymen Lathers shall make the final and flush cut on all systems except G-lock.

The Employer and Union agree to form a committee empowered to make and implement a joint action plan for dealing with precast concrete.

In addition, the following work shall be under the jurisdiction of Local 46:

1. The cutting assembly, installation and or erection by any and all methods, of all metal furring, framing, bracketing, studding, etc. connected with the construction or installation of the following types of work:
 - Metal Lath and Plaster Ceilings
 - Gypsum Lath and Plaster Ceilings
 - All Iron, Furring and Gypsum Lath construction
 - Acoustic Ceilings and Iron Furring in connection with same
 - Molded Cornice Work
 - False and Furred Beams
 - Wall, Plaster or Column Furring
 - Steel Fireproofing
 - Hangers and Inserts for all Ceilings
 - Setting Frames to Receive Recessed Lights

And any and all other types of work involving the use of metal framing and all furring of any and all types, for attaching and/or applying a plastic or precast material, or a base thereof. All isolators or insulation material in connection with all types of furring and lathing, or any materials that take the place of same.

The installation of any and all work in the erection of veneer plaster ceiling systems, soffits and fascias. This work will include the metal track, any or all studding, inserts, hangers and carriers, or furring channels which receive boards or lath and is covered by any type of veneer plaster regardless of how plaster substance is applied.

2. The attaching, installation, and/or erection, by any and all methods of all metal lath or mesh, gypsum lath, plaster board, or any type of base to which plastic or precast material is to be applied or attached.
3. The assembly, attaching, installation, and/or erection by any and all methods, of all metal beads, screeds, grounds, moldings, plaster stop and casing beads, corner guards, partition ends, casings, base, or any other metal specialty of any description intended to establish a finished line for a plastic material.

4. The assembly, attaching, installation, and/or erection by any and all methods of any and all work incidental to, or directly related to the contents of the foregoing subdivisions 1, 2, and 3 of this article. The foregoing includes the work of unloading, carrying, hoisting materials and building scaffolds on the job sites.
5. The cutting, bending, fabrication, installation, construction and erection of all hangers and carriers (purlins) used in the construction of all ceiling system, suspended or not, including all acoustical and drywall fascias and soffits.
6. The fabrication and installation of all the components in the assembly, erection and construction of wire lath walls, ceilings and partitions.
7. The fabrication and installation of all of the components involved in the assembly, erection and construction of rock lath walls and ceilings.
8. The fabrication and installation of all of the components involved in the assembly, erection and construction of all veneer coat fascias, soffits and ceilings.
9. The fabrication and installation of all of the components involved in the assembly, erection and construction of all suspended ceilings.
10. The installation of any and all types of isolators used in conjunction with any type of ceiling system.
11. Frames of reinforcing steel, or units made of iron, metal lath, wire lath or mesh, which have been made and assembled before arriving at the job, shall be handled after arrival at the job solely by employees covered by this Agreement.
12. Each employee covered by this Agreement shall possess all the tools necessary for the proper performance of the work which he is called upon to do, excepting machines, cutters, punchers, vises, lasers, water levels, hard hats, reels and belts.
13. The Union agrees that there shall be no restrictions of the use of machinery, tools, appliances or methods. Foremen, Journeymen and Apprentices shall operate and maintain all machinery, tools and appliances used by them in their work; including, but not limited to, diameter discs, cutting blades, punches and air and gas valves and welding equipment.
14. Compensation for the theft of tools must be submitted to and settled by the Trade Board provided for in this Agreement.
15. It is agreed that shanties, or lockers, will be provided at the job site so that employees may change their clothes and store clothes and tools. The shanties shall be provided with heat and electric light.
16. The Employer agrees that it will endeavor to purchase accessories from shops that employ Lathers, providing it is competitive with market prices of other suppliers.
17. The Employer agrees to endeavor to purchase reinforcing steel from a supplier that has a current Collective Bargaining Agreement with Local 46.
18. The Employer agrees that the Employee shall not be required to set up any time keeping device except during the normal working day.

The Employer agrees that all of the above referenced work is work falling within the traditional jurisdiction of employees represented by the Union and such work will be assigned to and performed by Journeymen Lathers represented by the Union.

The Employer further agrees that the work set forth hereinafter is covered by this Agreement, and that such work shall be contracted for by the Employer and assigned to and performed by Journeymen Lathers and that such contracting, and such assignment shall be a term and condition of employment under this Agreement.

ARTICLE IV

STANDARD WORKDAY

- (1) The workday shall be seven (7) hours, to wit; from eight (8:00) am to twelve (12:00) noon, and from twelve-thirty (12:30) pm to three-thirty (3:30) pm. The normal working days shall be Monday to Friday, inclusive.
- (2) **Flextime:** An Employer may start all of his Lathers at either (7:00) am or eight (8:00) am and work a seven (7) hour day and they shall be paid seven (7) hours at the straight time rate. Lunch shall be one half (1/2) hour and shall be taken no later than five (5) hours from the start of work. The Employer must notify the Union two (2) days prior to the start of flextime and it shall be for five (5) consecutive days for a total of seven (7) days.
- (3) **Shift Work:** Two (2) or three (3) shift jobs. Each shift shall be eight (8) hours with one half (1/2) hour for lunch included and Lathers shall receive the straight time rate plus twelve dollars (\$12.00) per hour; fringe benefits to be paid at the straight time rate. All hours worked after eight (8) hours shall be paid at time and one-half (1-1/2) for wages, fringes and differential. All hours on Saturday shall be paid at the time and one-half rate (1-1/2) for wages, fringes and differential. When a shift is worked during a Holiday or on a Sunday, or worked more than ten (10) hours, the wage, fringe and differential shall be paid at double time (2x)
- (4) **Off-Hour Start:** Shall commence after 3:30 pm and shall conclude by 7:00 am. The first seven (7) hours shall be at the straight time with a differential of twelve dollars (\$12.00) per hour in the envelope. All hours after seven (7) hours for an off-hour start shall be paid at the time and one-half (1-1/2) rate for wages, fringes and differential. When a shift is worked on a Saturday it shall be paid at the rate of time and one-half (1-1/2) for wages, fringes and differential. When a shift is worked during a Holiday or on Sunday or worked more than ten (10) hours, the wage, fringe and differential shall be paid at double time (2x).
- (5) (a) If a job is shut down through no fault of the concrete contractor by a duly authorized public governing body, the Lathers working on the site shall be paid on the following schedule:

Off hour shut down: 2 hours pay. (Lathers must stay on the jobsite)

Morning shut down: 4 hours pay. (Lathers must stay on the jobsite)

Afternoon shut down: Full days pay. (Must be delivered to the jobsite the next morning)

All paychecks shall be brought to the jobsite during these working hours.

(b) If there are jobsite noise restraints established by a duly authorized public governing body that mandates a 7:30 am job start, the workday shall begin at 7:30 am.

ARTICLE V

WAGES AND FRINGE BENEFITS

- (1) **Wages:** The following increases in wage rates or fringe benefits will be effective for Foremen and Journeymen on the following dates with the understanding that the Union shall have the right to allocate to fringe benefit contributions any portion of the amount set forth below on the dates set forth below. Any amount so allocated by the Union to fringe benefit contributions shall not be considered to be wage increases due to employees and shall not be considered to be a reduction in wages. Provided, however, that the right of allocation shall be that of the Union and any determination by the Union that an amount shall be allocated to fringe benefit contributions shall not constitute said amount as any wage increase. The amount so allocated shall not be considered wages and shall not be considered as part of the income of employees. The Union shall also have the right to determine that any portion of such wage increase may be used to increase the amount of the dues check off. It shall be noted that ERISA requires the Trustees to allocate or re-allocate monies to Funds when they ascertain that a particular Fund or Funds are deficient or under funded.

Effective July 1, 2008.....\$3.10 per hour to be allocated by the Local 46 membership

Effective July 1, 2009.....\$3.20 per hour to be allocated by the Local 46 membership

Effective July 1, 2010.....\$3.30 per hour to be allocated by the Local 46 membership

Effective July 1, 2011.....\$3.45 per hour to be allocated by the Local 46 membership

Effective July 1, 2012.....\$3.45 per hour to be allocated by the Local 46 membership

Effective July 1, 2013.....\$3.45 per hour to be allocated by the Local 46 membership

The taxable wage rate for Apprentices during their first (1st) year of training shall be paid at the rate of \$27.90 per hour. Apprentices in their second (2nd) year of training shall be paid at the taxable rate of \$33.23 per hour. Apprentices in their third (3rd) year of training are to be paid at the taxable rate of \$37.02 per hour. Such rates shall become effective during the first (1st) year of Apprenticeship and at the beginning of an individual's second (2nd) and third (3rd) years of Apprenticeship.

The Apprenticeship rates are a percentage of the Journeymen's rate and shall reflect changes in the Journeymen's wages and fringes. Apprentices shall participate in Metal Lathers Annuity Fund at rates which shall be supplied by the Trust Fund.

Everything is time and one half (1-½) on overtime. The exception shall be Sunday, all Legal Holidays and after ten (10) consecutive hours worked when double time (2x) on everything shall be paid. All overtime past ten (10) hours worked in a day shall be paid at double time (2x) wages and double (2x) fringe benefits.

For increases for Apprentices in the periods effective July 1, 2008 thru July 1, 2013 the increase in wages and annuity for each year apprentice classification shall be in the same proportion to the July 1, 2008 comparative amounts proportional to the increases in wages and annuity for Journeymen.

Apprentice ratios shall constitute 1 out of 4 Journeymen on the jobsite, in accordance with the appropriate provisions of the Ironworkers International Constitute.

EMPLOYER TRUST FUNDS
CONTRIBUTIONS FOR APPRENTICES

JULY 1, 2008 to JUNE 30, 2014

Increases for Apprentices in the periods effective July 1, 2008 thru July 1, 2014, to Employer Trust Funds Fringe Benefits shall be the same as for Journeymen. Apprentices will have one (1) week at the Local 46 Educational Center for each six (6) months worked. They shall be paid from the Local 46 Joint Apprentice Fund.

The parties agree that the Joint Apprentice Committee shall provide training to Journeymen Lathers and Apprentices in the classification of Detailing. When the Journeymen Lathers become competent in this classification the Employer may hire all such detailers from the Union's Hiring Hall in accordance with the terms of this Agreement.

The Employer agrees that, pursuant to written authorization from an Apprentice Lather, it will check off from the wages of Apprentice Lathers union dues in an amount uniformly determined by the Union. Such amounts will be transmitted in accordance with the usual practice.

The Union will teach in its Apprentice School the need for hard hats and a safe work environment.

Commencing July 1, 1987 every Employer covered by this Agreement shall contribute one cent (\$.01) per hour for every hour worked by the Employees to "The New York Plan for Construction Industry" (NYPCI). Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration Trust establishing the NYPCI and by all the By-Laws adopted to regulate said Fund. Commencing July 1, 2002 every Employer covered by this Agreement shall contribute one cent (\$.01) per hour for every hour worked by the Employees to the Building Trades Employers Association Promotion Fund (BTEAPF). Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration Trust establishing the BTEAPF and by all the By-Laws adopted to regulate said Fund. The Trustees of said Funds shall secure the approval of the Treasury Department under the applicable provision of the Internal Revenue Code and shall amend the same, if necessary, to secure such approval so as to qualify the Employer contributions as deductions for federal income tax purposes. All Employer contributions to the NYPCI and the BTEAPF shall be remitted monthly to the office of the Metallic Lathers Trust Fund. The office of the Metallic Lathers Trust Fund shall deliver all such contributions to the NYPCI and the BTEAPF respectively verifying the amount of each such contribution has been correctly computed by the Employer. The office of the Metallic Lathers Trust Fund shall advise the Union and the Trustees of the NYPCI and the BTEAPF respectively whenever an Employer shall be in default in the payment of contributions due the NYPCI and the BTEAPF respectively under this Agreement.

The Labor Management Cooperative Trust (LMCT) shall pursue the promotion of our industries and all other activities, which will grow our industry and help us to combat the non-union.

Commencing July 1, 2002 all Employers covered by this Agreement shall contribute twenty (\$.20) cents for each hour worked by or paid to Lathers to the Cement League Industry and Advancement Promotion Fund (CLIAAPF) and two cents (\$.02) for each hour worked by or paid to Lathers to the New York Concrete Construction Institute, both at 49 West 45th Street, New York, NY 10036. All Employer contributions to CLIAAPF and the New York Concrete Construction Institute shall be remitted to the office of the Metal Lathers Local 46 Trust Fund. The Fund shall provide the Employer with payroll reporting forms for such purpose. The office of the Fund shall deliver all such contributions to CLIAAPF and the New York Concrete Construction Institute after verifying that such amount of each such contribution has been correctly computed by the Employer. CLIAAPF and the New York Concrete Construction Institute shall reimburse the Metal Lathers Local 46 Trust Fund for all expenses incurred in receiving, recording, auditing, etc. in connection with the receipt and transmittal of these contributions.

- (1) All fringe benefit contributions to the Funds shall be at the time and one-half (1-½) rate of overtime except Sunday and all Legal Holidays when double time (2x) on everything shall be paid. All hours past ten (10) hours worked in a day shall be paid at double time (2x) wages and double time (2x) time fringe benefits.
- (2) A Local 46 foreman shall man every job. It is agreed that a single Journeyman Lather can be employed for preliminary work, in which case he shall be paid foreman's wages, which shall be \$3.00 per hour above the Journeyman's rate. All foremen shall receive \$3.00 per hour above the Journeymen's rate. In order for the foreman to receive the straight payroll week's salary, he must be employed from his hiring for three (3) consecutive payroll weeks before qualifying for the straight payroll weeks salary; but from the first day, he shall be paid holidays and for inclement weather days. Such preliminary employment, however, shall not restrict the Employer's rights to bring in another foreman at a later date.

If the Employer requests that his employees work on Saturday or a Holiday and due to inclement weather conditions they are unable to work, the foreman shall be paid time and one-half (1-½) for all wages and fringes for Saturday and double (2x) time for all wages and fringes for Sundays and Holidays.

The Union shall have the right to designate a Shop Steward on each job.

- (3) The Employer shall have the right to pay employees by check, provided that checks shall be delivered to employees no later than two (2) days after the end of the work week, as defined hereafter, and provided further that the Employer has complied with the bonding provisions of this Agreement. Any charges up to \$8.00 per check, with the receipt to be presented to the Employer, will be accepted for reimbursement to the Employee.

If an Employer issues a check to an employee and the check is returned for insufficient funds or negligence on the part of the Employer, exclusive of bank error, a penalty of fourteen (14) hours wages and fringes shall be imposed.

If for any reason the Employer terminates the services of any employee working under this Agreement, the accrued wages including benefits of the employee shall be paid to him before the end of the work day. Otherwise, waiting time shall be charged for accrued wages and fringes. If any employee shall of his own volition leave the service of his Employer, then his Employer may retain his wages and benefits until the next regular pay day.

Unless delay is caused by conditions beyond the control of the Employer, if men are not paid as specified above, they shall be paid waiting time, not to exceed fourteen (14) hours wages and fringes. The Employer agrees that lay-off checks shall be on the job site before the end of the working day. Otherwise, waiting time shall apply at the appropriate overtime rate.

- (4) The work week shall begin at 8:00 am on each Wednesday and end at the close of the work day on the following Tuesday. If an Employer elects to pay Employees by check, Employees shall receive their checks on the Thursday following the close of the work week. If Thursday is a holiday, Employees shall receive their checks on Wednesday. If an Employer elects to pay Employees in cash, that Employer shall have a work week beginning at 8:00 am on Thursday and ending at the close of the work day on the following Wednesday. Employees on such work week shall be paid in cash on Friday. If Friday is a holiday, Employees shall be paid in cash on Thursday.
- (5) The Employer agrees that all fringe benefits, including, but not limited to, contributions to the Metal Lathers Local 46 Trust Fund, Metal Lathers Local 46 Pension Fund, and all other Funds, shall be paid on pay day at the job site by check payable to the Metal Lathers Local 46 Funds and such payment must be accompanied by the properly filled out reporting forms required by the Trust Fund. The present system for Employer contributions to the Vacation Fund and the Annuity shall be continued in effect. If a check payment to any of the benefit funds herein is returned because of insufficient monies, the Trustees of the affected funds shall have the right to require subsequent payment to the affected funds by certified check for the remainder of the job.

- (6) The Employer shall be required to mark plainly all pay envelopes with the Employee's name and number, the number of hours he has worked, his Social Security number, all deductions made from his wages for Social Security, taxes or any other legitimate or proper purpose, and the net amount of employee's pay. The Employer shall be required to post in the shanty on the job site the insurance company or other carrier which is responsible for its workmen's compensation coverage. The Employer shall not make any deductions from the wages of Employees for or on account of New York State Disability Insurance unless Local 46 utilizes the New York State Disability Fund in conjunction with the Local 46 Trust Fund Disability Benefit.

ARTICLE VI

OVERTIME RATES

All overtime shall be paid a time and one-half (1-½) for overtime wages and fringes except Sunday when double time (2x) on everything shall be paid. All overtime after ten (10) hours worked in a day shall be paid at double time (2x) wages and double time (2x) fringes.

In the event that a man shall be transferred from his regular job at 2:30 pm or 3:30 pm to another Employer's job sites, to which he reports as soon is reasonably possible, and proceeds to work he shall be deemed to have been continuously employed during that time and shall receive the overtime rate thereof.

ARTICLE VII

LEGAL HOLIDAYS

The term "Legal Holidays" where used in this Agreement, shall mean:

New Year's Day- (Federally recognized date)

President's Day

Good Friday

Memorial Day

Fourth of July (Federally recognized date)

Labor Day

Columbus Day

Election Day (in Presidential year only)

Thanksgiving Day

Christmas Day – (New York State recognized date)

Work on Christmas Eve and New Year's Eve will terminate at 11:00 am or 12:00 noon in accordance with the designated starting time, but the men will be paid for the full day. If the men are required to work after 11:00 a.m. or 12:00 noon respectively, they will be paid at double time (2x) for all wages and fringes for every hour thereafter worked. If Employee's do not show for work they will not receive any pay for the said day. If an Employee reports to work on Christmas Eve or New Year's Eve and cannot start for any reason including inclement weather he shall receive three (3) hours pay at the straight time. If Christmas Eve or New Year's Eve falls on a Saturday or Sunday, men will work on Friday until 11:00 am or 12:00 noon in accordance with the designated starting time and receive a full day's pay.

ARTICLE VIII

MANNING OF JOBS

Whenever the Employer notifies the Union that employment vacancies exist and requests the Union to furnish workmen, the Union agrees that within forty-eight (48) hours from said requests, such workmen shall be furnished in the manner set forth:

- (1) The Union shall establish and maintain an open employment list for the employment of competent workmen in accordance with the Rules and Procedures for Operation of Hiring Hall dated August 17, 1971 and presently in effect and all referrals shall be made pursuant to said Rules and Procedures.
- (2) The Employer shall retain the absolute and unconditional right, with just cause, to reject any workman referred by the Union.
- (3) The cost and expense of establishing and maintaining the open list and of the referrals therefrom shall be borne by all of the registrants. In the case of registrants who are not members of the Union their share of such costs and expenses shall not exceed a sum equal to the pro rata share of the cost and expense of operating the employment list and the referrals therefrom which is being borne by members of the Union by the payment of Union dues. Within seven (7) days from the date of this Agreement or of the date of registry on the list, whichever is later, the Union may require that registrants incur the obligation of making monthly payments of their share of such cost and expenses. Failure of a registrant to make payment to such costs and expenses shall constitute grounds for removal from such list and shall nullify any prior referral therefrom.
- (4) The Hiring Hall shall be the exclusive source of workmen and no hiring shall be done at the job site.

ARTICLE IX

WORKING CONDITIONS

There shall be a Working Shop Steward on each job. Said Steward shall be the first man employed on the job subsequent to the foreman and shall be appointed by the Business Agent from amongst any qualified member in the Union, whether or not he is employed by that particular company. The Working Shop Steward will man all concrete pours which cover reinforcing steel or any other material as described in Article III of this Agreement.

When one or more Journeymen Lathers are requested by the Employer by 8:00 a.m. by telephone and fax to report to work on the following day, such Journeymen Lather or Lathers referred by the Union shall report to work the following day at the prescribed starting time, either 7:00 a.m. or 8:00 a.m.

The Employer shall notify the Union when a job is started and any transfer of any Employees covered by this Collective Bargaining Agreement.

The use of safety equipment by the Employees is mandatory and the failure to use such equipment and appliances shall be grounds for immediate dismissal.

A Lather Foreman shall man every job. It is agreed that a single Journeyman Lather can be employed for preliminary work, in which case he shall be paid Foreman's wages. Such preliminary employment, however, does not establish Foremanship nor shall it restrict the Employer's right to appoint as Foreman any Local 46 Lather subsequently employed.

It is agreed that the Union and the Employer will work together to deal with the issue of competitiveness and unfair competition in the Building and Construction Industry. When the parties believe it necessary, the Union and the Employer will have the ability to modify this Agreement in order to permit the Union to protect its jurisdiction and in order to enable the Employer to secure more work.

The cutting of all reinforcing steel rods under $\frac{3}{8}$ " in thickness, only when same are 6 feet or over in length, may be done at the mill, if desired by the Employer. No Pre-fabricated Reinforcing mats greater than $\frac{3}{8}$ " in diameter (also known as bar mats) shall be permitted on the jobsite, nor shall they be used to replace traditional reinforcing materials.

All cutting and bending of steel shall be done on the job site.

Any product, which replaces reinforcing steel in concrete, shall be the exclusive work of Local 46.

Employees shall provide themselves with a suitable kit of tools necessary for the proper carrying on of the work.

However, the Employer shall provide gloves and aprons for Employees on bench or machine work and the Employer shall supply hard hats, reels and belts. There shall be no restrictions on the use of any machinery, tools, appliances or methods.

Neither party during the life of this Agreement is to adopt any by-law or to attempt to enforce any working rule or regulations, which is contrary to any of the clauses in this Agreement. Neither shall either party attempt to enforce any working rules, which have not been approved by this Joint Trade Board.

No person representing the Union, except its Business Representatives shall have the right to interview the workmen during business hours. The Business Representatives shall comply with all general conditions of the job regarding passes, entrances to be used, etc.

The Journeymen shall have the privilege of working for whomever they see fit, according to terms of this Agreement. The Employers are at liberty to employ or discharge whomever they see fit according to the terms of this Agreement.

The Business Agents of the Union shall have access to the work at all times and be responsible for the actions of the Union.

The Union or its representatives shall not order a strike or stoppage of work, nor shall the Employees strike against any Employer, or collectively leave the work of an Employer, nor shall any Employer lock out Employees prior to filing a complaint, or pending the adjustment of any existing disputes. The only exception shall be caused by the failure of the Employer to comply with Article XII, No. 5.

The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs, when combined action by all trades is officially ordered, but no removal shall take place until formal notice is given to the Secretary of the Trade Association involved.

Lathers will operate all machines and equipment used by them in performance of their work. They will replace all diameter discs, cutting blades and punches used in the performance of their duties and they shall operate and/or set air and gas valves used in the performance of their duties.

There shall be three (3) men on the bending machine. Upon the request of the Employer, the Business Manager and Business Agent of Local 46 will meet to discuss the possibility of more or less than 3 Lathers on the Bending Machine. It must be demonstrated that safety will not be compromised. The request of the Employer may not be unreasonably withheld.

All welding of any items pertaining to reinforced concrete shall be performed exclusively by Lathers on the job site. The handling of such materials and equipment that is provided by the Employer shall be the exclusive work of Lathers covered by this Collective Bargaining Agreement. The welding machine shall be considered a tool of the trade and it shall be handled exclusively by Lathers on the job site.

Cell phones shall only be used in the case of an emergency.

No alcohol or illegal drugs shall be permitted on the job.

No Journeymen Lather or Apprentice shall be penalized in any way for engaging in picketing or other Union concerted activity to which he is directed by the Union.

ARTICLE X

TRADE BOARD

A Trade Board will be established consisting of three (3) members of the Association and three (3) members of the Union. Within two (2) weeks after the signing of this Agreement, each of the parties hereto shall appoint or elect its representatives on the Trade Board. These representatives shall hold office until their successors are appointed or elected.

No member of the Association, and no Employer, shall participate as a member of the Trade Board, or as a representative of the Association on the Trade Board, unless such Employer is a signatory to a Collective Bargaining Agreement with the Union or, unless by written assent, said Employer has agreed to be bound by the Union's Collective Bargaining Agreement with the Association.

The function of the Trade Board shall be the enforcement of this Agreement. It shall interpret the provisions and shall adjust all disputes arising here under, regardless of the sources of the complaints. Its decisions shall be final and binding on the parties hereto.

In every case, complaints and charges shall be presented to the Trade Board in writing.

The Trade Board shall meet upon the call of its Chairman or Secretary.

At all meetings of said Trade Board both sides shall have equal number of votes on all questions, whether all their members are present or not. Upon request by any directly interest party, said Trade Board shall meet within twenty-four (24) hours after a complaint or charge and shall render a decision as promptly as consistent with the circumstances.

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

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

In the event of the failure of the Trade Board to reach a decision upon any complaint or charge brought before it, the matter shall be submitted to an impartial arbitrator to be mutually agreed upon by the parties.

A Secretary appointed by the Board from among its members shall keep an accurate record of all proceedings of said Trade Board and a copy of it shall be furnished to each of the parties hereto.

Each party hereto shall pay one-half (1/2) the expense of the said Trade Board. It is mutually agreed that there shall be no cessation of any work in connection with which there may be a complaint or charge, but that all such work shall regularly proceed pending the decision of the Trade Board or Executive of the Building Trades Employer's Association.

Any penalties, which may result from the findings or decisions of the Trade Board, are to be fixed and imposed by the Association or the Union, as the case may be, to which the member affected may belong.

ARTICLE XI

JURISDICTIONAL DISPUTES

Disputes between trades and disputes relative to questions of jurisdiction of trades shall be adjusted in accordance with the principles of the New York Plan for the Settlement of Jurisdictional Disputes as set forth in the Joint Arbitration Plan of the New York Building Trades and as adopted on July 9, 1903 and amended on April 22, 1905 and, as thereafter amended, and all decisions rendered thereunder determining disputes arising out of the conflicting jurisdictional claims of various trades shall be recognized by and be binding upon the parties hereto, except to the extend that Section 3 of the said Joint Arbitration Plan requires the Employer to employ only members of the Union directly, through subcontractors or otherwise.

Pending the determination of any dispute under the New York Plan for the Settlement of Jurisdictional Disputes as stated in the preceding paragraph, the members of the Union shall remain at work on the project without change in status.

ARTICLE XII

WELFARE AND PENSIONS FUNDS, VACATION, ANNUITY and SCHOLARSHIP FUNDS, NEW YORK LATHERS APPRENTICESHIP and PROMOTION FUNDS

- (1) (a) Employers shall contribute to the Metal Lathers Local 46 Trust Fund established by the Agreement and Declaration of Trust entered into as of the 2nd day of May, 1946 at the stipulated hourly rate provided by

- (b) Employees shall contribute to the Metal Lathers Local 46 Pension Fund established by the Agreement and Declaration of Trust entered into as of the 30th of June, 1950, at the stipulated hourly rate provided by the Trust Fund.
- (c) Employers shall contribute to the New York Lathers Apprenticeship Fund at the stipulated hourly rate provided by the Trust Fund.
- (d) Employers shall contribute to the Metal Lathers Local 46 Vacation Fund established by the Agreement and Declaration of Trust entered into as of the 1st day of January, 1961 at the stipulated hourly rate provided by the Trust Fund.
- (e) Employers shall contribute to the Metal Lathers Local 46 Annuity Fund Established by the Agreement and Declaration of Trust entered into as of the 1st day of January, 1961 at the stipulated hourly rates provided by the Trust Fund.
- (f) Employers shall contribute to the Metal Lathers Local 46 Scholarship Fund to be established at the hourly rate provided by the Trust Fund.
- (g) Employers shall contribute to the Metal Lathers Local 46 LMCT established by this Agreement and declaration of Trust entered into as of 7/1/02 at the stipulated hourly rate provided by the Trust Fund.
- (h) Employers shall be bound by all of the provisions of said Agreements and Declarations of Trust creating said Funds, as the same may be written or amended by the parties thereto.

(2) All contributions to the said Funds referred to above shall be paid by the Employer for every hour worked or paid for all employees covered by this Collective Bargaining Agreement, provided however, that time and one-half (1-½) contributions will be required for hours which time and one-half (1-½) is paid and double time (2x) contributions will be required for the hours which double time (2x) is paid.

(3) The Employer agrees that all contributions to all Funds referred to herein shall be paid on payday at the job site by check payable to the Metal Lathers Local 46 Funds, which check shall be accompanied by the required reporting forms. The present system for Vacation and Annuity Fund contributions will be continued in effect.

(4) Every Employer covered by this Agreement shall provide a Surety Bond to guarantee payment of contributions to all Local 46 Funds. A Bond of Fifty thousand dollars (\$50,000.00) for wages and benefits must be posted and maintained by all signatories to this Agreement. If an Employer does not post such a Bond, the Union shall have the right to engage in an economic strike against the Employer or to refuse to send Journeymen Lathers to that Employer's jobs. The Employer recognizes the Union as the exclusive majority representative to all employees covered by the Agreement in the bargaining unit, set forth therein, pursuant to Section 9(a) of the Labor Management Relations Act. Any Employer who is delinquent in paying his fringe benefits contributions shall pay twelve percent (12%) on all late payments per annum.

(5) Whenever an Employer is in default to the Local 46 funds, the Union may remove Employees covered by this Agreement from the work of such Employer. If such men who are removed remain at the job site during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

(6) In addition to providing coverage for those persons employed as Lathers under the provisions of this Agreement, the Metal Lathers Local 46 Trust Fund and Metal Lathers Local 46 Pension Fund covers those Officers, Business Agents and Employees of the Union for whose benefit the Union pays Employer contributions in the said amounts as are established by Employers on the wage of Employees working a full work week.

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(7) If an Employer fails to send in weekly reports or sends in incorrect reports to the Metal Lathers Local 46 Trust Fund, the Union shall have the right to have an accountant, designated by the Union, conduct a full and complete examination of the Employer's payroll books and records, and the Employer shall bear the full cost of any fees or charges of such accountant.

(8) The Employer agrees that, by the execution of this Collective Bargaining Agreement, it has agreed to abide by, be bound by and contribute to the Agreements and Declarations of Trust establishing the Metal Lathers Local 46 Trust Fund and Dental Fund, the Metal Lathers Local 46 Pension Fund, the New York Lathers Apprenticeship Fund, the Metal Lathers Local 46 Annuity Fund, the Metal Lathers Local 46 Scholarship Fund, the Labor Management Cooperative Trust, the Vacation Fund Trust, the New York Concrete Construction Institute, CLIAAPF, NYPCI and BTEAPF Funds, as such Agreements and Declarations of Trust may now exist or may be hereafter amended. The Employer also agrees to accept and approve the designation of Employer Trustees by the various Employers and Associations and to be bound by the actions of said Employer Trustees as designated in said Agreements and Declarations of Trust and their successors, as if the Employer had originally consented to the appointment of such Trustee.

The Employer also agrees to make the contributions referred to in this Agreement to all of the Funds and/or Trusts and to make said contributions in accordance with the Agreements and Declarations of Trust for each of the Trusts and/or Funds, together with such interest and penalties as may be provided for in said Agreements and Declarations of Trust if payments are delinquent. The Employer also agrees to the rules and regulations adopted by the Trustees of each of the Funds and further agrees to recognize and abide by the right of the Trustees of each of the Funds to audit the books and records of the Employer to ascertain that the Employer's contributions are being properly made to all of the said Funds. The Employer agrees to pay the costs of such audit and all expenses involved therewith.

(9) The Union and Employer agree that the payment of all benefits shall be by one check for each job site made payable to the order of the Metal Lathers Local 46 Funds.

The Employer recognizes that when the payment of fringe benefit contributions to Metal Lathers Local 46 Funds, or remittance of Union membership supplemental dues check-off to the Union, pursuant to the Agreement is made by check or other negotiable instrument which is returned uncollected, Metal Lathers Local 46 Funds and/or the Union incur additional cost and expense. The Employer hereby agrees that in the event any payment to the said Funds, or to the Union, by check or other negotiable instrument, results in the check or negotiable instrument being returned without payment after being duly presented, the Employer shall be liable for additional damages in the amount of Five hundred dollars (\$500.00) to cover such additional costs, charges and expenses. Nothing herein is intended, nor shall be interpreted, to mean that the Metal Lathers Local 46 Funds, or Union, waive any other remedies including, but not limited to any liquidated damages required to be paid pursuant to this Agreement, in the event Employer contributions are not paid in full at the time required.

(10) Each Employer shall promptly furnish to the Trustees of the Metal Lathers Local 46 Funds on demand, any and all wage records relating to all Lathers and all Foremen employed by each of the Employers in the territorial jurisdiction of Local 46. Besides such wage records, each Employer shall also provide to the Trustees, together with the payment of such contributions or, at such other intervals as the Trustees may request, written reports as to the wages paid to, and work records of, said Lathers, other payroll data, such as social security, unemployment insurance and compensation insurance records as well as any and all other data pertaining thereto and the contributions due or payable to the Funds as the Trustees of the Funds may now or hereafter require.

The books and records of the Employer shall be made available at all reasonable times for inspection and audit by, but not limited to, the accountants, independent auditors or other representatives of the Trustees of the Metal Lathers Local 46 Funds. In addition, the books, records, information and documentation of any subsidiary, or "alter ego" when performing work under the jurisdiction of Local 46 or joint venture of the Employer shall also be made available, at all reasonable times, for inspection and audit by, but not limited to, the accountants, independent auditors or other representatives of the Trustees of the Metal Lathers Local 46 Funds.

representatives of the Metal Lathers Local 46 Funds. The Employer shall retain, for a minimum period of six (6) years, all records necessary for the conduct of a proper audit in order that a designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to this agreement are paid in full. If after the Trustees have made a reasonable request, the Employer fails to produce the documentation necessary for a proper audit, the Trustees, in their sole discretion, may determine that the Employer's monthly hours subject to contributions for each month of the requested audit period are the highest number of employee hours during the last twelve (12) months for which reports were filed. Such determination by the Trustees shall constitute presumptive evidence of delinquency. Before making such determination, the Trustees shall give seven (7) days written notice to the Employer. Nothing herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit.

When auditors are sent to audit the books and records of an Employer, and an appointment time is scheduled, and not cancelled or rescheduled in a timely manner and the auditor cannot start at the appointed time and date and must return, through no fault of his own, the Employer shall be penalized and pay to the Metal Lathers Local 46 Funds the sum of five hundred dollars (\$500.00) per auditor.

Any Employer who is delinquent in paying its weekly contributions to the Metal Lathers Local 46 Funds shall pay interest of twelve percent (12%) per annum on all late payments or such amount of interest as the U.S. Department of Labor or the Internal Revenue Service may permit Trustees of employee benefit funds to collect for late payment of contributions, whichever amount is greater.

If any of the Employers does not fully and duly report or timely pay all amounts due as contributions to any or all of the Funds in accordance with the above provisions, in any arbitration as provided herein, or in any action under the Multi-Employer Plan Amendments Act of 1980 (hereinafter "Title") by a fiduciary for or on behalf of any or all of the Funds to enforce payment of contributions or to enforce Section 306 of the Title in which a judgment in favor of any or all of the Funds is awarded, the arbitrator or the Court shall award the Fund(s):

- a) the unpaid contributions;
- b) interest at the rate of twelve percent (12%) on the unpaid contributions;
- c) an amount equal or greater of –
 - i) interest on the unpaid contributions, or
 - ii) liquidated damages provided for under the plan in an amount not in excess of twenty percent (20%)
- d) reasonable attorney's fees and costs of the action, to be paid by the respondent or defendant; and
- e) such other legal or equitable relief as the arbitrator or the court deems appropriate.

(11) No Employee Leasing: Employee Leasing is prohibited. To confirm this, when an Employer signs with the Union, the contractor's name (accompanied by a copy of the corporate papers verifying name) as agreed and fixed on the Association or Independent Collective Bargaining Agreement must be the same and only name that appears on the employees' weekly payroll check. It must be the same and only name that appears on the weekly fringe benefit check to the Metal Lathers Local 46 Funds and the same and only name that appears as the "insured" on the workers compensation policy (accompanied by a copy of the workers compensation policy verifying name) with the "certificate holder" being the trade employed. Any deviation from the above would make this agreement void and nullify the current and future employment of Local 46 members as stated under this Collective Bargaining Agreement.

If the Local 46 Membership adopts a Member Selective Benefit Plan (MSBP), it shall become part of this Collective Bargaining Agreement.

ARTICLE XIII

DURATION OF AGREEMENT

- (1) This Agreement is to be effective from July 1, 2008 to June 30, 2014. Written notice of a desire to terminate or modify this Agreement must be given to the other party one hundred twenty (120) days prior to June 30, 2014, or any subsequent date, for six (6) year periods thereafter.
- (2) This Agreement may not be amended, altered or modified, except by an instrument in writing signed by both parties hereto. It is further agreed that neither party during the life of this Agreement, will adopt or attempt to enforce any By-Laws, Working Rules or Regulations, which is contrary to any of the terms of this Agreement, unless the same has been agreed upon and approved by an instrument in writing signed by both parties herein.
- (3) Successor clause: This Collective Bargaining Agreement shall be an absolute part of the assets of the Signatory and any successor shall be bound by its covenants. If the Employer merges or consolidates with another Employer or purchases, acquires, sells, leases or otherwise transfers its business operations to another Employer, the Employer agrees that it will guarantee that the Successor will be bound by all the terms and provisions of this Collective Bargaining Agreement and the Employer shall assume responsibility for the continuation of the Collective Bargaining Agreement between this Union and any Successor.
- (4) The rules and regulations of Local 46's Hiring Hall shall be considered as part of this CBA.
- (5) If a party to this Agreement employs a sub-contractor, the sub-contractor must also be a signatory to this Agreement. If, a party to this Agreement employs a sub-contractor, the sub-contractor shall be bound by all provisions of this Agreement.
- (6) The employer must not subcontract bargaining unit work unless the sub-contractor receiving the subcontract has an agreement with the Union. In the event that the subcontractor is delinquent in the payment of contributions to the Metal Lathers Local 46 Benefit Funds, then the Metal Lathers Local 46 Fringe Benefit Funds shall give written notice of such delinquency to the Employer, who shall thereafter be required to withhold any subsequent sums due to the subcontractor for payment of contributions to Metal Lathers Local 46 Fringe Benefit Funds. The Employer only shall be responsible for the payment of such delinquent contributions to the Metal Lathers Local 46 Fringe Benefit Funds due from the sub-contractor for all periods subsequent to the receipt by the Employer of such written notice and until the Metal Lathers Local 46 Fringe Benefit Funds notify the Employer in writing that all delinquencies, including any interest, liquidated damages, costs and fees due under this Agreement, have been paid. If the notice of sub-contractor delinquency also specifies nonpayment of wages and working dues check-off, the Employer shall also withhold further payment to the sub-contractor until those delinquencies, too, have been paid.

ARTICLE XIV

VALIDITY

If the Court shall decide any part of this Agreement is illegal, it shall not invalidate other portions; it being the sole intent and purpose of this Agreement to promote peace and harmony in the craft along lawful lines. Any provisions in this Agreement, which provides for Union security or employment in a manner and to an extent prohibited by any law or determination of any Board of Government Agency shall be and hereby is declared to be of no force during the term of such prohibition. In the event that there shall be any change in applicable laws as to Union Security, the parties shall re-negotiate any provisions concerning Union Security.

ARTICLE XV

APPLICABILITY

The Employer will provide the Union with a list of its members who have designated it as a Bargaining Agent and who have agreed to be bound by the terms and conditions of this Collective Bargaining Agreement. In addition, the Employer will notify the Union of any changes in membership either by the addition of new members or of the dropping of the members during the period of this Agreement. It is further agreed that all members of the Employer Association are bound by this Collective Bargaining Agreement, entitled to its benefits, and subject to its obligations until the termination date, or any subsequent date for three (3) years periods thereafter, whether or not they retain their membership in the Employer Association for the full period of this Agreement.

ARTICLE XVI

DUES CHECKOFF

It is agreed that the Union shall institute a dues checkoff or Union Fund checkoff, such as Local 46 PAC, Union Security and Union Dues, from wages as set forth herein after thirty (30) days notice to the Association. Said dues checkoff shall provide for employee authorizations and shall be in conformity with all applicable laws.

ARTICLE XVII

ALCOHOLIC BEVERAGES

Drugs or alcoholic beverages shall not be permitted on the job during working hours.

ARTICLE XVIII

PICKET LINE CLAUSE

It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline, if employees covered by this Agreement refuse to cross a primary picket line of labor organization affiliated with the Building and

Construction Trades Council of New York or any other Building and Construction Trades Council, provided that any such picket line is sanctioned by the appropriate Building Trades Council.

ARTICLE XIX

COVERAGE OF LATHING WORK

It is agreed that if any Employer contracts for or performs lathing work falling within the jurisdiction of the Union, as such jurisdiction is set forth in the Union's Collective Bargaining Agreement with the Employing Metallic Furring and Lathing Contractors Association of New York, the Employer agrees that it will assign such work to Employees represented by the Union and further, the Employer agrees that all the terms of this Collective Bargaining Agreement shall be applicable to the performance of such work. The Employer must not subcontract bargaining unit work, unless the subcontractor receiving the subcontract, is bound and obligated under this Agreement. In the event that the subcontractor, or a subcontractor of that subcontractor, fails to make contributions to Local 46 Welfare, Pension, Annuity, Apprenticeship, Vacation, LMCT, New York Concrete Construction Institute CLIAAPF, NYCPI and BTEAPF Funds or working assessments, as required by this Agreement, and if the Union, by an officer in written notice, notifies the subcontracting Employer or Employers that the subcontractor is not complying, the Employer shall be responsible for such non-compliance for the period beginning two (2) working days after the day of receipt of such notice.

ARTICLE XX

AREA PRACTICE

The Employer agrees that all area practices followed and observed in the Union's jurisdiction by contractors having Collective Bargaining Agreements with the Union shall be followed and observed on all job sites of the Employer on which Journeymen Lathers represented by the Union are employed.

LOCAL 46 WORK RULES ADDENDUM

- (1) A minimum of three (3) men on the cutting and bending machine
- (2) On beams and columns all number six (6) bars or over will be tied with #14 gauge wire or #16 gauge wire doubled.
- (3) All decks will be marked and subsequent decks remarked.
- (4) All mats on horses will be tied securely.
- (5) Slab chairs will be placed 4'0" on center and high chairs 3'0" on center, except where plans indicate otherwise.
- (6) There will be no broken time (lay-off is pay-off).

- (7) The Lather will fabricate his own wall spreaders and place them 4'0" on center and 1'0" from top and bottom. If the footing dowels are utilized, the bottom spreaders may be eliminated.
- (8) All columns will be centered in form.
- (9) All bars on walls #8 and over will tied with double wire or #14 gauge wire; the setup will be saddled, there will be no snap tying on walls. Walls shall be tied solid when spacing in 10" or over.
- (10) Slabs shall be tied solid when bars are 10" or over on center.
- (11) Foremen and contractor will check with the Business Agent at the start of a job in reference to the Shop Steward, Tag Writer and other positions in accordance with Section 21 of the Local Union Constitution.
- (12) Only Local 46 Lathers shall be involved when placing fabricated work
- (13) When placing bars, individual columns, beams or any other fabricated product by crane, the hooking up, signaling and placing of same shall be performed by Local 46 Lathers.
- (14) No Lather shall work more than one (1) job per day without permission of the Business Agent.
- (15) Bar spaces on spiral columns shall be placed by a Local 46 member on the job site.

UNION

The Building Contractors Association

[Redacted Signature]

Business Manager, Financial Secretary/Treasurer

[Redacted Signature]

Signature

Print Name: [Redacted]

Title: MANAGING DIRECTOR

Address: [Redacted]

Phone No.: [Redacted]

Cell Phone: [Redacted]

FAX No.: [Redacted]

E-Mail Address: [Redacted]

Date: 6/30/12
 Tappan Zee Hudson River Crossing Project
 Contract D214134

CLARIFIED & EXTENDED

From October 23, 1940

To June 30, 2011²

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AGREEMENT

between

THE CEMENT LEAGUE

and the

UNITED CEMENT MASONS'

UNION

Local No. 780

 0502

Agreement

Between

THE CEMENT LEAGUE

herein referred to as the "Employers"

and

UNITED CEMENT MASONS' UNION
LOCAL NO. 780 OF THE OPERATIVE
PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION,
AFFILIATED WITH THE AMERICAN
FEDERATION OF LABOR,

herein referred to as the "Union"

WHEREAS, the Employers and the Union made and entered into this agreement October 23, 1940 and extended to June 30, 2011.

AN AGREEMENT

1. AN AGREEMENT made and entered into by and between THE CEMENT LEAGUE on its own behalf and on behalf of its members at the time of the execution thereof or who may be admitted to membership during the life of the Agreement and any extensions or renewals thereof and all additional Employers bound, committed, covered or otherwise signed to this Agreement and the UNITED CEMENT MASONS' UNION LOCAL NO. 780, OF THE OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL

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ASSOCIATION (hereinafter designated as "UNION"). All Employers and Employer representatives that are bound, committed, covered or otherwise signed to this Agreement, hereby designate and acknowledge that the said CEMENT LEAGUE is their duly authorized Bargaining Representative in the negotiations of the foregoing Agreement and the matters therein contained and of any amendment and extensions that may hereafter be made thereto or in the negotiation of any succeeding Agreements. The "principal agreement" is the agreement negotiated by AGG and JCM in their representative capacity. Nothing contained in this Agreement shall require any Employer to become a member of any Association. The Cement League recognizes the Union as the exclusive majority representative to all employees covered by the Agreement in the bargaining unit set forth therein pursuant to Section 9(a) of the Labor-Management Relations Act. This majority status has been established by the fact that the Union has submitted evidence of majority support to the Employers's employees in the bargaining unit as expanded by the Addendum.

ARTICLE I Objects

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

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ARTICLE II Principles

1. The amount of work that an employee whom the Union represents may perform shall not be restricted by the Union, nor by the representatives, officers or members of the Union, nor shall the use of machinery, tools, appliances or methods be restricted or interfered with. All jobs to be manned adequately consistent with the production of good workmanship. An employer is allowed to reassign workers at any portion of the day. A worker on a job site can not refuse work if its part of the collective bargaining agreement jurisdiction.

2. No person representing the Union, except its business representatives, shall have the right to interview the workers during business hours. The business representative shall comply with all general conditions of the job regarding passes, entrance to be used, etc.

3. The parties to this agreement shall jointly maintain a system of apprenticeship training, mutually satisfactory, which will insure an adequate force of skilled mechanics. The Cement League and/or the employer signatory hereto agree that the first employee hired pursuant to the terms of the collective bargaining agreement shall be the foreman. After the third employee, there shall be an apprentice hired. Any additional apprentices will be at the employers' option. The first apprentice shall not count as a workman. All jobs shall be manned by apprentices in accordance with applicable law. Apprentices shall be paid in accordance with the provisions of Article VI, Section 4(a).

4. On all jobs where one or more Cement Masons are employed one shall act as foreman except when patching,

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grinding and flash patching is done exclusively. Then on all jobs where four (4) or more Cement Masons are employed one shall act as foreman. The Union recognizes the right of the Employer and/or foreman to employ or discharge any or all employees subject to the provisions of this Agreement.

5. The foreman shall work with his tools when there are less than seven (7) persons employed, if so requested, and shall work with his tools regardless of the number of persons employed if an emergency arises which requires additional cement masons who cannot be procured due to lack of sufficient time.

6. The foreman shall be the agent of the employer and shall not be tried for any of his acts as foreman without due notice of the trial, accompanied by a written statement of the charges against him, being given to the Joint Trade Arbitration Board.

7. No foreman or Cement Mason shall be discriminated against by an employer for reporting any violations of this agreement.

8. The Union shall have the right to appoint a shop steward from among the employees on all jobs covered by this agreement. For high rise buildings, the steward is to be placed on the job no later than the fifth floor and shall remain if there is work to be performed under the jurisdiction of this agreement. For construction other than high rise buildings covered by this agreement, the second employee shall be the shop steward. It shall be the steward's duty to report any violations of the terms of this agreement to the Union and he/she shall not be discriminated against for the performance of such duties. A shop steward must work in an assigned function.

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9. All employees who are members of the Union are required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the 7th day following the dates of their employment, or the effective date of this Agreement, whichever is later.

10. The Union or its representatives shall not order a strike or stoppage of work nor shall the employees strike against any employer or collectively leave the work of an employer, nor shall any employer lock out employees prior to filing a written complaint, or pending the adjustment of any existing disputes as provided for in Article XI & XII.

11. It is agreed between the Parties to this Agreement that refusal on the part of any individual employee to cross a legally constituted picket line will not be considered a violation of this Agreement, nor will it be considered grounds for discharging said employee or employees.

12. The Trade Associations will provide the Union with a list of its members who have designated the Trade Association as its bargaining agent and who have agreed to be bound by the terms and conditions of this collective bargaining agreement. In addition, the Trade Associations will notify the Union of any changes in membership, either by the addition of new members or the dropping of members during this Agreement. It is further agreed that all employer members of the Trade Associations are bound by this collective bargaining agreement and entitled to its benefits until its termination date whether or not they retain their membership in the Trade Associations for the full period of this Agreement.

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13. This Agreement is based on the principle that the employer is entitled to seven hours actual work for seven hours pay or eight hours actual work for eight hours pay. The worker is responsible for working a full day. No leaving fifteen (15) minutes early for lunch or upon completion of the day. Any unreasonable failure to work these hours gives the employer the right to pay only for the hours actually worked.

14. Any subcontractor or Employer party hereto who elects to sublet or subcontract any of the work previously awarded to it by the general contractor or prime contractor shall notify the Union within fourteen (14) days of subcontracting such work; provided however, that no Employer which is a party to this collective bargaining agreement shall enter into a contract with any other person, partnership, firm, corporation, joint venture or other entity to perform bargaining unit work on a job site, unless such other person, partnership, firm, corporation, joint venture or other entity has signed a collective bargaining agreement with the Union or is a member of an Association which has signed a collective bargaining agreement with the Union.

ARTICLE III Territory Covered

1. The area in which this agreement is effective is Greater New York, N.Y., Nassau and Suffolk Counties, L.I., N.Y. and the Cement League specifically recognizes the expanded New York State Counties of Albany, Columbia, Delaware, Dutchess, Greene, Orange (excluding the Town of Tuxedo), Putnam, Rockland, (including the Town of Tuxedo), Schoharie, Sullivan, Ulster, and Westchester.

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ARTICLE IV Work Covered

1. The Cement League and/or the Employer agree that the work set forth hereinafter in this Article IV is covered by this collective bargaining agreement and that such work shall be contracted for by the Employer and assigned to and performed by cement masons and that such contracting and assignment of work to cement masons shall be a term and condition of employment under this agreement.

2. (a) The laying out, the setting of joists, metal or other strips or screed rods of work hereinafter specified.

(b) The setting of forms for steps, landings, platforms, copings, caps and curbs, except where underforms or centers are required and the placing of all fine materials for facing same.

(c) The screeding and finishing (broom, float & trowel) of cement wearing surfaces of basements, floors, yards, sidewalks, driveways, roads, areas, and other surfaces where cement finish is to be laid also when "fine" material is laid over rough concrete where strips have to be set, or material ruled down, or surfaces finished and on monolithic cement finishes.

(d) The construction of glass vaults or sidewalk lights, where same are set in cement, excepting the carpenter work, but including pointing, facing and finishing of the surfaces after forms are removed.

(e) The running of all cement base and setting of temporary strips for cement base.

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(f) The operation of the nozzles of cement guns and finishing of cement surfaces applied by cement guns.

(g) The dressing to secure architectural finish with bush hammer or pneumatic tools of monolithic concrete surfaces when concrete is cast in place; the applying of cement mortar on walls, including the cutting for the patching and finishing of concrete and concrete fireproofing on walls, beams, girders, piers and columns, whether done with trowel, carborundum stone, float or other process; the applying of cement mortar or any other compound containing portland cement as a base on exterior walls for the purpose of preserving or protecting against the weather or other purposes; the applying of cement mortar for dampproofing, waterproofing, or sanitary purposes; the cutting of all tie wire and concrete where cement finish is to be applied.

(h) Applying cement mortar for imitating and renovating brown or other stone.

(i) The applying, finishing and priming of all material known to the trade as "composition" or composition mastic, including those used for nailing purposes.

(j) The setting of carpet pins and inserts in cement and "composition" during the laying of same.

(k) The marking and cutting of joints in concrete floors by carborundum wheels or other machines.

(l) The operation of machines for finishing and grinding of cement floors, walls and ceilings.

(m) The patching and caulking of concrete to concrete joints, regardless of materials used shall be the work of the cement masons.

(n) Moving and advancing of vacuum mats during a continuous operation in the drying of cement finish floors.

(o) The setting of premoulded compressible fillers for expansion joints in any finished concrete except where same is a self-supporting structural slab.

(p) The application of all materials, synthetic or otherwise, when used or applied in conjunction with the resurfacing or leveling of any surface. This includes all processes utilized to achieve the same. This is pursuant to all jurisdictional language provided for in the International Constitution of the O.P. & C.M.I.A.

(q) The packing of cement underneath all machines and setting and packing of bearing plates shall be the work of the Cement Masons.

(r) The patching of concrete or cement floors regardless of material used.

(s) The patching of all precast concrete once delivered to the job.

(t) The utilization of any piece of equipment to establish a grade or finish, including but not limited to cat screeds, mechanical screeding machines and ride on trowel machines.

ARTICLE V Hours

1. An Employer can work a seven (7) or eight (8) hour day at straight time rate at the Employer's choice. If the worker starts at 7:00 a.m., you work an eight (8) hour day. If the worker starts at 8:00 a.m., you work a seven (7) hour day. The

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full crew must start at either 7:00 a.m. or 8:00 a.m. All hours worked before 7:00 a.m. and after 3:30 p.m. shall be paid double time. When work starts at 7:00 a.m., lunch can be taken at 11:00 a.m. to 11:30 a.m. When work starts at 8:00 a.m., lunch can be taken at 12:00 p.m. to 12:30 p.m. Cement Masons working through lunch hours must be sent to lunch no later than 1:00 p.m. All Cement Masons working on overtime shall be given the opportunity to eat dinner no later than 6:00 p.m. For highway construction, should be the same as above.

2. No work shall be performed on Saturday, except in case of necessity or emergency, and then only by mutual consent of both parties to this agreement.

Emergency work INVOLVING DANGER TO LIFE AND PROPERTY may be performed without above notice being given.

3. The legal holidays referred to in this Article are: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Presidential Election Day, Thanksgiving Day and Christmas Day. All holidays are subject to change with notice.

4. The regular working day for Cement Masons working on Christmas Eve and New Year's Eve (or the last preceding legal working day when these holidays fall on Sunday or Monday) shall be from 8:00 a.m. to 12 Noon. For this period, they shall receive seven hours of pay at the prevailing wage rate. Work performed after 12:30 p.m. shall be at single time until 3:30 p.m. Any work performed prior to 7:00 a.m. and after 3:30 p.m. or during lunch hour will be paid at double time.

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5. Any Cement Mason who reports to work on Christmas Eve or on New Year's Eve pursuant to his employer's instruction shall be entitled to the three (3) hours afternoon pay without working. If the worker starts at 7:00 a.m., you are paid for an eight (8) hour day. If the worker starts at 8:00 a.m., you are paid for a seven (7) hour day.

6. The employer may work three (3) shifts, with the first shift starting at 7:00 a.m. to 3:30 p.m.; the second shift and third shift working eight hours. An employee working any of the shifts set forth shall receive eight hours pay for seven hours work or nine hours pay for eight hours work, which shall include one-half (1/2) hour lunch. All shifts between Monday to Friday inclusive shall be at the wage rate above noted, any shift working Saturday, Sunday or Holidays shall be at the overtime rate. It is compulsory to work the second shift with the first shift, the third shift will be at the contractor's option. Each shift shall include a different foreman and a different steward.

7. Notwithstanding the previous provisions of this Article, off-hour work performed after this trades' normal working hours, 7:00 a.m. and ending at 3:30 p.m.; shall be paid at current wage plus a premium of twenty-five (25%) percent of wages added to the stipulated hourly rate, including but not limited to wage changes during the life of the contract. All work after seven (7) or eight (8) hours shall be paid at the double time rate including the twenty-five (25%) percent wage differential. This provision shall be from Monday afternoon until Friday evening with the guarantee of seven hours for Friday evening going into Saturday morning. This procedure will be documented by the contractor faxing the Union with the required starting time stipulated in the contract.

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**ARTICLE VI
Wages**

1. The Rates for wages and contributions to the various funds for journeypersons working on all jobs in the jurisdictional area of the Union as set forth in Article III, Section 1 shall be as follows:

Greater New York City and Long Island

EFFECTIVE JULY 01, 2008

Wage 47.50 per hour

(includes \$2.70 dues check-off and \$7.00 Vacation, taxable items)

Trust 7.90 per hour
Pension 8.25 per hour
Annuity 10.00 per hour
Apprenticeship 0.35 per hour
I.A.P.F 0.30 per hour
N.Y.P.C.I 0.01 per hour
BTEAPF 0.01 per hour
780 LMTC 0.10 per hour
Checkoff 2.70 per hour
Vacation 7.00 per hour
FRINGE BENEFIT TOTAL
36.62 per hour

(a) Effective July 1, 2008, wages and/or fringe benefit contributions for Greater New York City and Long Island shall be increased three dollars & fifty cents (\$3.50) per hour.

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(b) Effective July 1, 2009, wages and/or fringe benefit contributions for Greater New York City and Long Island shall be increased three dollars & sixty-five cents (\$3.65) per hour.

(c) Effective July 1, 2010, wages and/or Fringe Benefit contributions for Greater New York City and Long Island shall be increased by three dollars & eighty cents (\$3.80) per hour.

(d) All Fringe Benefit contributions as stated above are per hour of straight time paid, plus double time for overtime hours worked.

(e) All independent contractors and those not covered by the "principal agreement" will pay effective July 01, 2005 \$0.60 per hour, in addition, as fringe benefits contributions for ERISA fringe benefits to cover the cost of the administration of all ERISA trust funds.

(f) Wage & fringe benefit rates to follow at a future date for the Sectors stated below:

Sector 1 = Counties of Putnam, Rockland and Westchester; Including the Township of Tuxedo in Orange County.

Sector 2 = Counties of Dutchess, Orange, Sullivan, and Ulster; Excluding the Township of Tuxedo in Orange County.

Sector 3 = Counties of Columbia, Greene, Tri-Cities, Albany and Schoharie.

Sector 4 = Delaware County.

2. Payments covering contributions to the Cement Masons Trust Fund, Pension Fund, Apprenticeship Fund, Cement Masons Local 780 Union Dues Check Off, Vacation & Annuity

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Funds, Industry Advancement Program Funds (IAPF), New York Plan for Construction Industry (NYPCI), the Building Trades Employers Association Promotion Fund (BTEAPF) and the 780 Labor-Management Trust Cooperation shall be made weekly. Contributions required to be made to ERISA Masons' 780 Fringe Benefit Funds become plan assets and plan property at the contribution due date of each respective fund if so provided by the respective ERISA Masons' 780 Fringe Benefit Fund Trust agreement.

(a) A single check covering the combined contributions to the above-mentioned Funds shall be made out to the "Cement Masons Local 780 Fringe Benefit Funds." This check shall be given to the shop steward or cement mason on the job on the employees regular pay day, who shall in turn verify the correctness of the amount and the number of employees covered. Where an employee is laid off and receives his wages other than on the employees regular pay day, said employee shall also be given a check to cover the contribution due the aforesaid Funds. The signing of this agreement or other commitment to pay or payment in keeping with the terms of this agreement to the funds identified by this agreement shall bind and obligate the party paying to the terms and conditions of the trust agreement(s) establishing said funds in the same manner as actually signing said trust agreement (s).

(b) Failure by the shop steward or employee to immediately (but in no event later than three calendar days after pay day) forward said check or checks to the Fund Office shall subject the shop steward or employee to such penalties as in the judgement of the Trustees is warranted.

(c) Failure by the employer to issue said check shall be cause for the Union to remove employees covered by this

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agreement from the work of such employer. If such men who are removed remain at the job site during regular working hours, they shall be paid for lost time not to exceed three days' pay.

(d) The Trustees of these Funds may, within their discretion, require employers to submit with their contributions properly executed forms giving for each cement mason and apprentice employee his/her name, social security number, hours worked and total wages. Before an employer covered by this agreement commences work on any project, the employer shall notify the Union and Masons' 780 Fringe Benefit Fund Office in writing of the job location, block and lot information of the project, party or parties for whom or for under whom the Employer is working, contract number, if any, for the project. If the employer fails to give such notification, the employer shall be required to pay \$10,000.00 administration cost of the trust funds charge and enforcement fee to the Masons' 780 Fringe Benefit Fund Office.

(e) Anything to the contrary notwithstanding, the Trustees to these Funds during the term of this agreement may at any time change the method and manner of payment and reporting for these funds so as to insure more efficient collection and distribution.

(f) Any employer who is delinquent in paying its weekly contribution to the United Cement Masons' Funds shall pay ten (10%) percent interest on all late payments and/or any other rate of interest or amount as may be determined by the Trustees of the United Cement Masons' Funds.

3. The Trust, Pension, Apprenticeship Funds (or any other fund which might be established under this agreement) shall be jointly managed by employer and employee representatives in accordance with the law and with the Articles of Agreement

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and Trust which establishes them and the Articles of Agreement and Trust shall govern employers and employees with regard to such Funds. These funds are for the purpose of providing social insurance to the members of the Union and those who regularly work at the trade of Cement Masonry for contributing employers in the territorial jurisdiction of the Union and their families. The Trustees of these funds shall have the power to provide similar coverage without covering contributions for employees of the Union and for employees of the Trust Fund, Pension Fund, Apprenticeship Fund or any other affiliated Fund which might be established.

(a) The Trust Fund shall provide insurance coverage to qualify the Fund with an approved plan of insurance to conform with the New York State Disability Insurance Law.

(b) The Surety Bond is waived for all Cement League Employer members. If the employer is found through an audit to be delinquent, a committee will decide any further course of action.

(c) Payments by the Employer to the various funds and working dues check offs shall be accompanied by a reporting form provided by the United Cement Masons' Funds. If an association contractor leaves the association or is delinquent for 2 months, a \$0.60 per hour Fund contribution increase to match the independent agreement administration cost of the trust funds shall be paid by the employer, if so notified by the Trustees of the Pension, Welfare and Annuity Funds, for the remaining duration of the agreement. The reporting form shall provide space for the name of the Employees, their respective social security number and number of hours worked, and such further data as the Trustees may from time to time determine in their sole discretion to be necessary. The Trustees, in their

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sole discretion, may require any Employer to provide electronic submission of the Employers reporting form as the Trustees determine. Employer books and records shall be made available upon demand at all reasonable times for inspection and audit by, but not limited to, the accountant, outside independent auditors or other representatives of the Trustees of any of the United Cement Masons' Funds. The Employer shall be required to disclose upon such audits all payrolls and payroll ledgers including office payrolls, yard payrolls, New York payrolls, New Jersey payrolls, computer payroll printouts, W-2 forms, quarterly federal payroll tax returns (Form 941), quarterly state payroll tax returns, annual federal and state tax returns, journals, purchase journals, New York State employment records, insurance company reports, employer remittance reports, payroll and supporting checks, ledgers, expense vouchers, 1099 forms, 1120 forms, cash disbursements, check register, evidence of unemployment insurance contributions, payroll tax deductions, disability insurance premiums, certification of workers compensation coverage, checks in support of any governmental filings or tax payments, remittance reports and checks in support thereof and any other documentation concerning payment of fringe benefit contributions for hours worked by Employees remitted to multi-employer fringe benefit funds other than the United Cement Masons' 780 Fringe Benefit Funds described herein, and any other items concerning payrolls. Further, the employer shall disclose the job location, block and lot, owner of job location, party or parties for whom or under whom the employer is working, contract number for project and employer's journeypersons working on job and other relevant job requisition breakdowns, job requisitions, job time sheets or, if required by contract, certified payrolls, plans, specifications and other relevant job information. In addition, the aforementioned books and records of any affiliate, subsidiary, alter ego, joint venture or other related company of

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the Employer shall also be made available at all reasonable times for inspection and audit by, but not limited to, the accountants, outside independent auditors or other representatives of the Trustees of the United Cement Masons' Funds. If an Employer's account is audited, the Employer shall pay an audit administration charge of 10% of the amount owing. If the amount owing is more than \$1,000.00, the Employer shall pay an additional \$250.00 per day or partial day required to conduct the audit. Any employer who cancels or frustrates an audit, which the auditors have scheduled, shall be subject to a charge of \$300.00.

(d) The Employer shall retain, for a minimum period of six (6) years, payroll and related records necessary for the conduct of a proper audit in order that a designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to the Agreement are paid in full. In the event, after the Trustees have made a reasonable request, the Employer fails to produce its books and records necessary for a proper audit, the Trustees, in their sole discretion, may determine that the Employer's monthly hours subject to contributions for each month of the requested audit period are the highest number of Employee hours for any month during the twelve (12) preceding months audited, or paid, or during the last twelve (12) months for which reports were filed, whichever monthly number of hours is greater. If the hours reported by Employees exceed such amount, the hours reported by such Employees shall be used as the criterion of delinquency. Such determination by the Trustees shall constitute presumptive evidence of delinquency. Prior to making such determination, the Trustees shall mail a final ten (10) days written notice to the Employer advising him that such determination shall be made if the Employer does not schedule

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a prompt audit. Nothing herein shall mean that the United Cement Masons' Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit.

(e) Whenever an employer is in default on payments to the Trust Pension, Apprenticeship Funds or any other Fund which may be established under this Agreement, and reasonable notice of such default is given to the employer, if the payments are not made, the Union may remove employees covered by this agreement from the work of such employer. If such members who are removed remain at the job site during regular working hours, they shall be paid for lost time not to exceed three days pay.

(f) It shall be a violation of the Agreement for any Employer to fail to furnish proper books and records when requested for the purpose of completing an audit. The Union shall have the right to remove all its members from the offending Employer provided that three (3) days notice of the intention to remove Employees from a job is given to the Employer by the Union by certified mail. If such members who are removed remain on the jobsite during regular working hours, they shall be paid for lost time.

(g) The President, Vice President, Secretary-Treasurer, individual partner, employee of the partnership, officer, stockholder, proprietor or employee of the corporation, company, joint venture or proprietorship acknowledges that he or she is vested with the authority and control over the submission of reports and/or payment of contributions to the United Cement Masons' Funds and acknowledges that he or she shall be personally and individually obligated to submit the required reports and / or pay the required contributions to

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the United Cement Masons' Funds for all work performed by Employees and the individual signing this Agreement has the authority so to bind them and they are so bound pursuant to 29 U. S. C. § 1002(5) and § 1145.

(h) In the event the Employer does not make timely payment of contributions as required herein, it is agreed that the Employer shall be liable for the payment of such contributions and dues checkoffs with interest of ten (10%) percent per annum plus liquidated damages of twenty (20%) percent of the amount owing and all costs including, but not limited to, reasonable audit and accounting expenses, witness costs, attorneys' fees and court costs.

4. The hourly rate for wages and contributions to the various Funds for Apprentices working on all jobs in the jurisdictional area of the Union as set forth in Article III, Section 1 shall be as follows:

(a) Effective July 1, 2008 and during the time of this agreement, wages and fringe benefit contributions for Apprentices shall be the percentages listed below of the journeyman's wages and fringes. This shall apply to new apprentices and for apprentices who have not reached the third (3rd) year or 70%. All other apprentices will stay at their current rate until graduation. However, the Trust Fund contribution rate for all apprentices shall be 100%.

	1 st year	2 nd year	3 rd year
Wages 50%		60%	70%
Fringes 50%		60%	70%

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5. Where a foreman is employed he shall be paid two dollars (\$2.00) per hour in addition to the journeyman's rate named above. There shall be no restrictions on an employer increase of said foreman's rate if the employer so desires. In addition, a Deputy Foreman's pay shall be established at one dollar (\$1.00) per hour more than the established journeyman's wage rate.

6. Double time shall be paid for all work done after 12:01 a.m. Saturday until 11:59 p.m. on Sunday.

7. Wages shall be paid weekly on the job before 4:00 p.m. on Fridays, said wages to be paid in cash in envelopes upon the outside of which shall be plainly marked the worker's name and number, the hours worked and the amount of money enclosed. Any deductions from wages now or hereinafter required by law shall be marked on the face of the envelope. At the Employer's option payment of wages may be made by check, said check to be a Todd Insured A.B.C. check, or similar type insured check, which shall be delivered to the workers at least on the day preceding a banking day. If workers are not paid as specified above, double time shall be paid for Friday, between the hours of 3:30 p.m. and 5:30 p.m. and single time for working time thereafter until paid, not exceeding fourteen (14) hours, provided, however, that the workers report to and remain on the job during the said hours of working time.

8. If an employer issues a payroll check to a Cement Mason and the check is returned for lack of funds, the employer shall pay all service charges and a penalty of seven (7) hours at the regular rate of hourly pay.

9. When a Cement Mason is employed on a job for two (2) days or more and is discharged or laid off, he/she shall be

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paid once for all time worked and shall stop working at 2:30 p.m. and must be paid by 3:00 p.m. except when working on overtime. When a Cement Mason is employed on a job for one (1) day and is discharged or laid off, he/she shall be paid at once for all time worked and must be paid by 3:00 p.m. except when working on overtime.

ARTICLE VII Industry Advancement Funds

1. During the term of this contract, all employers covered by this agreement shall pay a contribution of thirty (\$0.30) cents for each hour of employment of Cement Masons in accordance with the "principal agreement" to the Cement League. Such contributions shall be paid to the Cement Masons Local 780 Fringe Benefit Funds. The Fund Office shall remit all contributions received to the office of the Industry Advancement Program Funds of the Cement League.

2. Neither the Union nor the Trustees of the Fringe Benefit Funds shall have any obligation or responsibility for the collection of Employer contributions. The Advancement Programs, however, shall reimburse the Fringe Benefit Funds for all expenses incurred in the collection and distribution of contributions, which amount shall be deducted by the respective Funds from the contributions payable over to the Industry Advancement Programs.

3. The Employer agrees that it is the intention of the Industry Advancement Programs that as contributions are received, they will be distributed to and among the several jointly administered promotional program Funds of the Cement League.

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ARTICLE VIII Union Dues Checkoff

1. The employer shall deduct two dollars and seventy cents (\$2.70) per hour for each hour paid by the Employees covered by this Agreement, as the Employees' Union dues which is provided in the Employees' last signed authorization made in conformity with the provisions of Section 302 of the Labor Management Relations Act, and shall transmit such deductions together with the contribution to the Trust, Pension, Apprenticeship and Advancement Funds to the Cement Masons' Local 780 Fringe Benefit Funds.

2. Each Employer shall submit to each of his Employees, for a voluntary signature in duplicate, a dues check-off authorization card furnished by the Union, one copy of which shall be retained by the Employer, and the other returned to the office of the Union.

ARTICLE IX Working Conditions

1. Cement Masons shall be permitted to seek employment on any job of an employer where an employment office is not maintained on the job. If an employment office is maintained, the foreman or hiring agent of the employer shall be conveniently accessible to applicants for work at least once a day.

2. If Cement Masons are sent to and arrive on a job upon request from an employer, and are not put to work, or if requested to remain on said job by an employer, foreman or superintendent till 9:00 a.m., said employer shall pay each of

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such workers two (2) hours pay, regardless of weather or any other conditions that may exist on the job.

3. If such workers are requested to remain on the job by said employer, foremen or superintendent until 10:00 a.m. and otherwise not put to work, such worker shall receive an additional two (2) hours pay regardless of the weather or any other conditions that may exist on the job. For every hour or portion of an hour after 10:00 a.m. that the workers are requested to remain on the job, they shall be paid straight time.

4. When a Cement Mason is employed on a job, he/she shall not be temporarily laid off and re-employed again during the same day. If a Cement Mason is obliged to work overtime, he/she shall be paid double time continuously until he/she is laid off for the day. The above reference to continuous employment during one day shall not apply if continuous employment is not possible due to acts of Providence or conditions beyond the control of the employer.

5. Employers are to provide a locker satisfactory to the Joint Trade Board in every new building or alterations subject to their control on which they are doing work. A satisfactory locker shall have the door hung in such a way that hinges cannot be taken off while the door is closed, without breaking the door. The lock must be a mortise lock or hasp and staple bolted through the door, or a safety hasp which covers all screws; in any case it must be impossible to open the door without breaking it or the lock.

6. A member of the Cement League who has complied with the requirements of the above clause is only responsible for loss of tools and clothing due to the burning or forcible

entry of the locker, such liability shall be limited to a sum not to exceed:

\$100.00 for tools including overalls
95.00 for overcoat
60.00 for clothing
20.00 for shoes

upon the submission of proper proof of loss to the Joint Trade Board.

7. In buildings twelve (12) stories and over where an elevator is not provided for transportation of workers, the Cement Masons shall not be required to be above the 6th floor before their specified starting time. Where an elevator is provided, Cement Masons are to be at the location of their work at starting time.

8. The employer shall provide adequate scaffolds to assure the safety of the workers.

9. All employees shall furnish adequate tools for the performance of their work except when special tools such as carborundum stones, special jointers or chisels or other special tools are required.

10. The following protective and safety measures shall be taken for the protection of Cement Masons:

(a) On open slab jobs subject to weather conditions the proper rain protection shall be supplied by employers to the Cement Masons. Galoshes or pullovers shall be furnished by the employer and the Cement Masons shall be responsible for their proper care.

(b) On jobs where grinding machines or other dust producing machines are used on floors, walls or ceilings by the Cement Masons, the proper respirator with an ample supply for the changing of filters to be supplied by the employer.

(c) On jobs where the Cement Mason is required to chip, cut and bush hammer, the proper safety goggles shall be supplied by the Employer.

(d) The Employers agree to explore the feasibility of providing emergency use of personnel elevators during periods of overtime work on jobs where such elevators are already provided for the Cement Masons during regular hours.

(e) No Cement Mason shall be left on the job alone. There shall always be another man on the job site (not necessarily a Cement Mason) who shall be on the payroll of the same employer on job site. The use of safety equipment and safety appliances by Cement Masons is mandatory. The failure of a Cement Mason to use such equipment and appliances furnished by his employer shall be grounds for dismissal. The consumption of intoxicating alcoholic beverages or drugs on construction job sites during working hours shall be forbidden. The abuse of this rule shall be grounds for dismissal.

(f) There shall be a safety meeting on job sites at least once a month between the shop stewards and the employer to prevent unnecessary accidents. Employers shall cooperate in observing all safety regulations on the job site.

(g) The hard hat is the responsibility of the worker to furnish and wear on the job site at all times. The worker is financially responsible for replacing the hard hat.

(h) All Cement Masons shall make every effort to have their men attend the thirty (30) hour certified OSHA class within the next three (3) years.

(i) A worker is prohibited from using a cell phone while working on the job site.

(j) Language will be discussed between The Cement Masons and the Cement Masons to permit the Employer to administer random drug and alcohol testing on the worker at the job site.

11. Neither party during the life of this agreement is to adopt any working rule or regulation which is contrary to any of the clauses in this agreement. Neither shall either party attempt to enforce any working rules which have not been approved by the Joint Trade Arbitration Board.

12. Employers, employees or the agents of either shall not accept or give, directly or indirectly, any rebate on wages or give or accept gratuities or give anything of value or extend any favor to any person for the purpose of affecting any rate of wages.

13. Should the Union knowingly allow employees whom it represents to work for competitors of the party of the first part for a wage less than the wage established by this agreement or under conditions more favorable to the employer than the conditions established by this agreement, the wages and conditions contained in this agreement shall immediately be changed to conform to the more favorable conditions as shown to exist.

14. Should the parties hereto be unable to agree on the changes as called for in above Section 13, the question shall be referred to an umpire, as provided for in Article XII, who,

upon hearing the evidence submitted by both sides, shall render a decision and in the event the umpire finds in favor of the party of the first part, the wages and / or conditions effected shall be immediately changed to conform to the findings of the umpire, the changed wages and/or conditions shall become a part of this contract, binding on all parties hereto. All other terms and conditions of the Agreement to remain in full force and effect.

15. Any employee transferred from one job to another during working hours shall be paid for the time spent in traveling.

16. (a) On all pours of 2,500 square feet or more using wet screeds, there shall be a minimum of four (4) Cement Masons on a 16 foot straight edge, or one (1) Cement Mason per four (4) feet of straight edge during the entire pulling up and screeding operation.

(b) On all finished steel deck high rise construction work, there will be a minimum of three (3) persons for the first twenty five hundred (2,500) square feet. There shall be a minimum of one (1) person for every fifteen hundred square feet (1,500) from 2,500 square feet up to 19,000 square feet. After 19,000 square feet there will be a minimum of one person for every two thousand square feet. With pouring when a specific type of finish is required (e.g., bull float, broom, etc.) the contractor shall contact the Union to have a union representative meet on the job site with the job superintendent, Cement Mason foreman and job shop steward (if already placed on the job) to discuss the number of persons needed in conformance with standards prevalent in the area.

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(c) When power-vibrating screeds are used, the number of workers shall be only as required to operate the machine on highway work.

(d) On reinforced high rise construction, there shall be a minimum of one person per five (500) hundred square feet on all pours up to two (2,000) thousand square feet and one (1) person for every fifteen (1,500) hundred square feet after that.

(e) If the laser screed is used for pulling up, there shall be a minimum of two workers for every two thousand square feet up to 8,000 square feet. After 8,000 square feet, but no greater than 20,000 square feet, there shall be one man for every 2,500 square feet. Anything greater than 20,000 square feet, one man for every 5,000 square feet.

(f) A Cat screed on Q-decking, there shall be four workers on the first 3,000 square feet and one man for every 2,000 feet after that.

(g) A Cat screed on reinforced concrete, there shall be four workers on the first 3,000 square feet and one man for every 1,500 feet after that.

(h) There shall be no manpower quotas to operate any mechanical equipment.

(i) There shall be no restriction on use of any tools.

17. The floor will be finished in accordance with the direction of the Employer.

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18. All Cement Masons are to have verbal communication at all times with the ground floor when they are working seventy-five (75) feet or more above the ground floor during overtime hours.

19. Laser Screed Machine, prior to being used on job, shall be discussed at a pre-job conference between an employee of the Contractor and the Union representatives.

20. When ordered to a job site for a specific time for signup, getting safety instructions, or to receive transportation to the job location, the employee shall be paid from the time he is required to report.

21. After the pull up is completed, the number of persons retained on the job will be under the discretion of the foreperson. The job shop steward shall remain on the job site with the foreperson to insure that the overtime hours are distributed fairly and evenly amongst all employees on the job, provided they are capable of performing specific duties.

22. Whenever a slab is two (2) feet or deeper, the foreman and shop steward will start when the pour starts and the balance of the crew to finish will be hired at 7:00 a.m. or 8:00 a.m. or before, if needed.

ARTICLE X Validity

1. If the courts should decide that any clause or part of this agreement is unconstitutional or illegal or should any clause or part of this agreement be found contrary to present or future laws, it shall not invalidate the other portions of this agreement, it being the sole intent and purpose of this agreement to promote peace and harmony in the craft along lawful lines.

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ARTICLE XI Trade and Jurisdictional Disputes

1. Subject to appeal by the Union to the Referee of the Building Trades Department of the American Federation of Labor, disputes between trades and disputes relative to questions of jurisdiction of trade shall be adjusted in accordance with the method set forth in the Joint Arbitration Plan of the New York Building Trades adopted on July 9th, 1903, and amended on April 22nd, 1905, and all decisions rendered thereunder or by the referee, determining disputes arising out of the conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the parties hereto, except to the extent that Section 3 of the said Joint Arbitration Plan requires the employer to employ only members of the Union directly or indirectly through subcontractors or otherwise.

ARTICLE XII Trade Boards

1. All complaints, disputes and differences arising under this agreement between the Trade Associations and the Union or between any employer and any employee shall be referred to the Joint Trade Board of the Cement League. Should the Joint Trade Board fail to reach a decision, the matter shall be referred to an umpire as set forth in Section 3 of this Article. The Joint Trade Board and/or the Umpire are hereby empowered to hear, adjust and decide the matter at issue and a decision by either of these two agencies shall be final and binding on all parties.

2. There shall be a Joint Trade Arbitration Board which shall consist of five (5) members of the Cement League Association appointed by the Association and five (5)

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members of the Union appointed by the Union, whose term of service shall not be less than six (6) months. The Board shall meet within forty-eight (48) hours after written notice has been given by either side to meet for a specific purpose.

3. In voting, the Employers, as such, and the Union, as such, shall each cast an equal number of votes and in the event of a tie vote, or failure to reach a decision, the matter shall be submitted within three (3) weeks to an impartial umpire who shall be selected by the Joint Trade Arbitration Board. Any and all expenses in connection with such submission shall be equally divided between and paid for by the parties to this agreement.

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

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

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

7. The Union and the Employers agree that a committee appointed by said Union and Employers shall meet to study further safety measures to insure the safety and protection of Cement Masons while employed at their trade.

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ARTICLE XIII Universal Agreement

1. If the Building Trades Employers' Association and the Building & Construction Trades Council of New York shall execute a universal agreement establishing uniform hours and wages for all trades affiliated with the said Council, then Article V & VI of this agreement covering hours and wages and Article XIV of this agreement covering duration, respectively, shall be changed to conform to the universal agreement if and as required.

2. Holidays to be observed under the agreement referred to above, if made, shall become the holidays to be observed under this agreement.

ARTICLE XIV Duration

1. This agreement shall continue in full force and effect until terminated in accordance with the terms of this Article.

2. This agreement went into full force and effect on June 1, 1940, and shall continue in full force and effect until the close of business on June 30, 2011. Either party may terminate this Agreement at midnight on June 30, 2011 by notifying the other party in writing at least sixty (60) calendar days prior to such date. If no notice of termination is given, this Agreement shall automatically continue in full force and effect for successive renewal periods of one (1) year each, subject to the right of either party to terminate this Agreement at the end of the renewal period by notifying the other party in writing no later than sixty (60) calendar days nor more than ninety (90) calendar days

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prior to the end of such renewal period of its intention to terminate the Agreement. The parties may change or alter, upon mutual agreement, this agreement and such changes or alterations shall not affect the continuation of this agreement.

3. If either party desires to terminate this Agreement and notifies the other party in writing at least sixty (60) calendar days prior to June 30, 2011, such party will have the opportunity to present proposed changes and amendments to the then current agreement up to and including the first formal negotiating meeting of the parties.

4. If you are no longer a member of the Cement League, you become an independent contractor, and will be obligated to pay all wage & fringe benefit costs incurred on an independent contractor.

ARTICLE XV Manning of Jobs

In the employment of workers covered by this agreement, the following provisions shall govern:

1. The Union shall establish and maintain an open employment list for the employment of competent workers to be supplied by the Union as provided in sub-division (2) hereof. Such list shall be established and maintained on a non-discriminatory basis and shall not be based on, or in any way effected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

2. Whenever desiring to employ workers the Employer shall call upon the Union or its agent for fifty percent of such

workers as the Employer may, from time to time need, and the Union or its Agent shall refer such workers from the open employment list. The Employers shall have the right to employ fifty percent of the workers directly.

3. The Employer shall retain the absolute and unconditional right to reject any worker referred by the Union.

4. The Union, in referring workers, shall give consideration to and shall be governed by the following criteria, which shall be applied in a nondiscriminatory manner, as provided for in (1) above: (a) recent employment by a particular employer now desiring to re-employ the same worker provided he/she is available; (b) length of prior employment with any Employer party to this agreement; (c) competency and experience in the performance of the particular tasks involved in the job to which referral is being made.

5. Any worker on the employment list who makes written claim that he/she has been discriminated against by exclusion from a job referral shall have the right to an immediate appeal to a Joint Board consisting of two (2) members of the Union and two (2) members of the Cement League Association who shall be respectively designated upon signing of this agreement. Voting by members of the Joint Board shall be on a unit basis. In case the Joint Board fails to reach a unanimous decision, the claim shall be submitted expeditiously to an impartial umpire to be designated by the Chairman of The Board of Governors of the Building Trades Employers Association, whose decision shall be binding and conclusive.

6. The parties to this agreement shall post in places where notices to employees and applicants for employment are customarily posted, all of this Article XV.

7. No Employer shall enter into a contract with any other person, partnership, firm, corporation or joint venture to perform bargaining unit work on a jobsite unless such other person, partnership, firm, corporation or joint venture has signed an Agreement with the Union or is a member of an association which has signed an Agreement with the Union on the members behalf.

8. If an Employer covered by this Agreement or any such owner or principal forms or acquires by purchase, merger or otherwise, an interest, whether by ownership, stock, equitable or managerial, in another company, corporation, partnership or joint venture, performing bargaining unit work within this jurisdiction, this Agreement shall cover such other operation and such other bargaining unit Employees shall be considered an accretion to the bargaining unit.

9. All methods of Employee Leasing is prohibited. To confirm this, when an Employer signs with the Union, the Employer's name (accompanied by a copy of the corporate papers verifying name) as agreed and fixed on the association or independent collective bargaining agreement must be the same and only name that appears on the employees' weekly payroll check, must be the same and only name that appears on the weekly fringe benefit check to the Union Trades, and the same and only name that appears as the "insured" on the workers compensation policy (accompanied by a copy of the workers compensation policy verifying the name) with the "certificate holder" being the Union Trade employed.

10. The Cement League and Local 780 United Cement Masons' Union agree to explore solutions to reduce the Employer's cost of workers compensation and general liability

insurance to allow them to bid competitively against non union entities.

11. If the Union enters into any Agreement with an independent employer ("Independent Employer") or other association performing work set forth in Article IV which provides more favorable terms or conditions of employment to such independent employer when performing work set forth in Article IV than are provided for in this Agreement, any Employer may secure these more favorable terms and conditions of employment for employees it employs performing work specifically of the kind performed by the Independent Employer or other association by notifying the Union in writing that it will implement the more favorable terms on a certain date and by identifying the particular project or projects where it will implement the more favorable terms and conditions; provided, however, the Union may require, by written notice to the Employer, that some or all of other terms and conditions of employment in its agreement with the Independent Employer or other association that are related to the more favorable terms and conditions shall also be implemented.

ARTICLE XVI
Effecting Clause

NOTES

The parties hereto, hereby make and enter into this agreement, and in witness whereof, we their duly authorized and empowered representatives, have hereunto set our hands and seal this 1st day of July, 2008.

For the Employer:

THE CEMENT LEAGUE

Date

Date

For the Union:

UNITED CEMENT MASONS' UNION, LOCAL No. 780,
OF THE OPERATIVE PLASTERERS & CEMENT

TION

Date

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AGREEMENT

between

ALLIED BUILDING METAL
INDUSTRIES, INC.

and

ARCHITECTURAL AND
ORNAMENTAL IRON WORKERS
LOCAL UNION NO. 580

AFL-CIO

JULY 1, 2008

Through

JUNE 30, 2011

2013



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LOCAL UNION NO. 580 AGREEMENT

Local Union No. 580 Agreement (Effective July 1, 2008 - June 30, 2011).

I. PREAMBLE AND PURPOSE

THIS AGREEMENT is made and entered into effective July 1, 2008, by and between ALLIED BUILDING METAL INDUSTRIES, INC., including its successors or assigns (hereinafter referred to as the "Association") for and on behalf of its members whose names appear on Schedule "A" (hereinafter referred to jointly and individually as the "Employer") including their successors and assigns and including in such term such companies that may hereafter become members of the Association, and ARCHITECTURAL AND ORNAMENTAL IRON WORKERS LOCAL UNION NO. 580 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS affiliated with the AFL-CIO (hereinafter referred to as the "Union").

This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and Union in this trade and to prevent waste, unnecessary and avoidable delays and expense, and, so far as possible, to provide for labor's continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon; also, that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and conditions, and, further the establishment of the necessary procedures by which these ends may be accomplished.

It is agreed that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, it being understood that the claims are subject to trade agreements as well as the decisions and awards rendered by the Building Trades Employers' Association of the City of New York made pursuant to the Joint Trade Arbitration Plan of the New York Building Trades adopted July 9, 1903 with respect to all jurisdictional disputes which may arise under this Agreement.

II. RECOGNITION/BARGAINING AGENT

(a) Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive bargaining agent for its employees in the performance of work covered by this contract for the purpose of bargaining collectively as to wages, hours and other conditions of employment.

(b) In order to protect and preserve for the employees covered by this Agreement all work historically and traditionally performed by them, and in order to prevent any device or subterfuge to avoid the protection or preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work on a job site of the type covered by this Agreement as a single or joint Employer, a successor to a signatory company and/or alter ego of a signatory to the Agreement (which shall be interpreted by the impartial arbitrator pursuant to applicable NLRB and judicial principles) within the trade or territorial jurisdiction of the Union, under its own name or under the name of another, as a corporation, sole proprietorship, partnership,

or any other business entity including a joint venture, wherein the Employer (including its officers, directors, owners, partners, or stockholders) exercises either directly or indirectly (such as through family members) controlling or majority ownership management or control over such other entity, the terms and conditions of this Agreement including but not limited to the arbitration, wage and fringe benefit provisions of this Agreement, shall be applicable to all such work performed on or after the effective date of this Agreement. The foregoing shall not be interpreted to apply to separate Employer situations. It is not intended that this Article be the exclusive source of rights or remedies which the parties may have under State or Federal laws.

III. UNION SECURITY

All employees who are members of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers on the execution date of this Agreement shall be required to remain members of the International Association in good standing as a condition of employment during the term of this Agreement. All other employees may be required at the option of the Union to become and remain members of the Union in good standing as a condition of employment from and after the eighth day following dates of their employment or the execution date of this Agreement, whichever is later.

IV. UNION CONTRACTS

The Union will not furnish any employees to the Employer until and unless signed copies of the trust fund Agreements between the Union and the Employer are filed with the trust fund office within fifteen (15) days after the Employer is furnished with employees.

V. TERRITORY COVERED

The territory covered by this Agreement shall be known as the Metropolitan District, and shall embrace the Boroughs of Manhattan, Bronx, Brooklyn, Richmond and Queens in the City of New York and Westchester, Suffolk and Nassau Counties, in the State of New York.

VI. WORK COVERED

The Employer agrees that it will employ Architectural and Ornamental Iron Workers on the handling from the arrival at the site of the job and on the erection of, including but not limited to, the following items of work:

All iron, steel, bronze, aluminum, stainless, brass, copper, porcelain, ferrous and non-ferrous metals as used in the fabrication and for the erection of all Architectural, Ornamental and Miscellaneous Iron work.

Interior and exterior stairs and stair components, slab covers, fire escapes, catwalks, gratings, shelf angles, pipe railings and hand railings; ladders, ship ladders, bridge and overpass railings, when not erected with structural steel; trench frames and plates, fascia plates, brackets, saddles, wainscoting, monorails, ovens, pans, stacks or flues over 10 gauge, scales, sun shades, subway ventilators and frames, rolling shutters, grills and doors, overhead and pier doors, fire doors, louvres, pallet and other type racks, protective shield walls, radiation rooms, lead bricks and walls, lead sheeting, flag and other poles set by any means, tray rails, counter display cases, display cases used in schools and lobbies, marquees and canopies, spandrels, skylights, including but not limited to steel skylights, expanded metal, wire and fibrous rope work of all descriptions, gates, door bucks and doors, store fronts

and entrances, chain link plastic, synthetic and picket fences, fence framework, guide rails, barrier rails, expansion joints and plates, gym and playground equipment, metal wardrobes, lockers, shelving, library stacks, book stacks, hospital and laboratory cabinets and equipment, metal furniture, panel and work stations, space concepts and modified furniture, jail and cell work including beds, benches, bunks, chairs, tables, mirrors, access doors and locks, mail and other chutes, balcony rails and dividers, elevator bucks, dust covers, fronts and doors and hardware, lettering, toilet partitions, enclosures, jetways, blast fences; plastics, vinyl plastic handrails, porcelain panels, interior and exterior metal curbing, automatic doors including but not limited to automatic revolving and sliding doors including their repair, replacement and replacement of components, cornices, firing range equipment, stabilizer clips, toll booths, supports for E-Z Pass tolls, vinyl plastic grating, agent and ticket booths, amusement equipment, atriums, awnings, hulkheads, cart lift fronts, column covers, coping, docks and dock levelers, duct supports, electrical supports, escalator trim, greenhouses, Geodesic and other domes, guardhouses, guards, guard cables, girders, hoppers, metal seats, seating, bench seats, modular buildings, ornamental space frames, panic devices and locks, pipe supports, plaques, platforms, poster frames, plate pit liners, radiator enclosures, revolving doors, room dividers, security doors, shoring, sills and sill plates, slope walls, smoke baffles, smoke plates, soffits, sound barriers, target ranges, target range baffles, turnstiles, unistrut canopies, window cleaning equipment, window washing hooks, window washer tracks, x-ray equipment, x-ray supports and all hardware. All vinyl and plastic ladders, catwalks, beams, columns, channels, handrails, column covers, stairs, grating, all light gauge metal studs and framing, and Alucobond panels. On highway and roadwork, all headlight blinders including but not limited to rubber, vinyl, plastic seats

and benches. Street, highway, airport and any other signs of an architectural, functional or decorative nature. Bollards that are mechanically fastened; stair bill nosing that is mechanically fastened; architectural wind walls; pre-glazed glass; aluminum fabric plastic and metal covered walkways; bird nuisance nylon netting, stainless steel cable and clips, plastic bird spikes-caulked and fastened; car lifts for parking space savers.

Weir plates -- steel and aluminum, corner guards, bumper pads and bumpers, reflectors and deflectors, swimming pool equipment and domes, solarium and roof enclosures, guard rails -- all types metal and hanging ceilings, mobiles and permanent statuettes of all types and modern sculpture; exterior and interior panel walls, any metal (claded), valets (all metal).

Curtain wall including unitized systems of any type or combination of materials, as well as solarized, pre-glazed curtain wall and panels, window wall, metal facades, insulated or non-insulated panels, GFRC panels, Reynold Bond panels, factory or field assembled Q panels, metal windows and casings, blinds and pockets, window stools, enclosures, operating devices and all sealants and caulking used to seal metal to metal regardless of type of sealant used.

Canvas material, canvas coverings, temporary enclosures of curtain wall; seismic and C.M.U. clips and brackets and any substitute system whether or not prefabricated, regardless of the material, including but not limited to fiberglass; P.O. boxes and mailboxes; headlight blinder deflectors; chevron signs and posts; dismantling of stairs and canopies; non-structural steel tubes; round, boxed and rectangular wall grommets; stainless steel cables for suspension of walls; metal temporary stairs; vinyl coated metal handrails; davits and pedestals; kiosks, window guards, safe deposit boxes, brick veneer face panels; crash attenuators.

Stage equipment, theatrical rigging, stage lifts, traps, scenery lifts, counter weight systems, stage rigging, asbestos or other fire curtains, tracks, turntables, stage wagons.

The setting, adjustment, repair and alteration of all metal and preglazed sash.

Dismantling of all the above items when it is not to be junked.

Firewatch in connection with the welding or burning of any of the above items. All fibrous and fiberglass material in conjunction with and as substitutes for ornamental and architectural ironwork.

Built-in items are not included. However, any fabrication or refabrication including welding, burning or fastening of built-in items at the job site is the work of the Ornamental Iron Worker.

The operation and maintenance of welding machines, hi-lo's and pallet jacks in connection with any of the above items is exclusively within the jurisdiction of the Architectural and Ornamental Iron Workers Local 580. Any Employer signatory to this Agreement that contracts for any of the above-enumerated items is required to assign same to Architectural and Ornamental Iron Workers represented by Local Union No. 580. However, if a decision rendered by any recognized tribunal which has authority to do so, awards any of the items of work specified in this Article to another Union, the Employers shall not thereafter be obliged to employ Architectural and Ornamental Iron Workers on the particular job site for that item of work and the decision shall not be applicable to other job sites unless it specifically provides for a broader scope of application.

VII. EMPLOYMENT PROCEDURE

The Employer may hire any journeyman finisher it requires either directly at the shop or job site, or may call the Union for such employees. The Employer shall have the right to discharge any employees whenever it sees fit except stewards as provided for under this Agreement.

VIII. HOURS OF WORK

(a) Seven (7) hours shall constitute a day's work between the hours of 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 3:30 p.m. from Sunday through Saturday inclusive. Provided however, that upon notice to the Union, the Employer shall have the right to alter the regular day's work on any job to 7:00 a.m. to 2:30 p.m., 7:30 a.m. to 3:00 p.m., or, from June 1 - September 30, 6:30 a.m. to 2:00 p.m. The aforementioned notice must be given no later than the Thursday immediately preceding the work week during which the flexible schedule shall commence. Such altered hours of work shall remain in effect for a minimum of one (1) work week.

(b) Time and one-half shall be paid for all work in excess of seven (7) hours, at the end of the work day to a maximum of two (2) hours on any regular work day (the eighth (8th) and ninth (9th) hours of work) and double time shall be paid for all work thereafter. Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter. Work on Saturday which commences at times other than the normal hours established for the job from Monday through Friday of that workweek (notwithstanding how such hours were established) shall be paid at the rate of double time. This double time requirement shall not apply when the Employer must work such different hours due to a requirement set forth in a permit. The double

time rate shall only be applicable for the hours that do not coincide with the hours scheduled for the job for that work week, not for all the hours worked. This provision shall not be applicable to any hours worked on Saturday in accordance with the special rules set forth in Section VIII(d). All such Saturday hours shall be paid for at the rate of time and one-half. Work on Sundays and Holidays shall be compensated at the rate of double time. Work performed during the mid-day recess as instructed by an authorized employer representative shall be paid for as triple time and men so working shall receive one-half (1/2) hour lunch period. Employees who work beyond two (2) hours of overtime shall receive a coffee break after the ninth hour of work.

(c) When two or three shifts are employed on a job, Monday through Friday, the work day for each shift shall be seven (7) hours and the men on such shift shall be paid ten and one-half (10 1/2) hours' pay at the single time rate for each day completed. When any shift does not complete the full seven (7) hours on such a job on account of weather or other unforeseen circumstances beyond the control of the employees or Employer, the employees on such shift shall be paid at the rate of one and one-half (1 1/2) times the single time rate for hours worked. It is understood that there will be no second or third shift on any job of less than 5 days' duration.

When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven (7) hours and the men on such shift shall be paid fifteen and three-quarters (15 3/4) hours' pay. When any shift does not complete the full seven (7) hours on such a job on account of weather or other unforeseen circumstances beyond the control of the employees or Employer, the employees on such shift shall be paid at the rate of two and one-quarter (2 1/4) times the single time rate for hours worked.

The Employer, with prior notification to the Union, shall have the option of working two twelve (12) hour shifts in lieu of the three seven (7) hour shifts provided above. In that event the shifts shall commence at Noon to Midnight and Midnight to Noon with Midnight to Noon being the first shift. When twelve (12) hour shifts are utilized each shift shall work twelve (12) hours and the men on such shift shall be paid twenty (20) hours' pay. When any shift does not complete the full twelve (12) hours on such a job on account of weather or other unforeseen circumstances beyond the control of the employees or Employer, the employees on such shift shall be paid at the rate of one and two-thirds ($1 \frac{2}{3}$) times the single time rate for hours worked. When twelve (12) hour shifts are worked on Saturday, Sunday or holidays, the men on such shifts shall be paid thirty (30) hours' pay. When any shift does not complete the full twelve (12) hours on such a job on account of weather or other unforeseen circumstances beyond the control of the employees or Employer, the employees on such shift shall be paid at the rate of two and one-half ($2 \frac{1}{2}$) times the single time rate for hours worked.

(d) Notwithstanding anything to the contrary contained in this collective bargaining agreement, upon seventy-two (72) hours notice to the Union, on all alteration work (excluding curtain wall but including all architectural metal work below the curtain wall) on existing or occupied buildings or other facilities which remain in use where the Employer is required to work other than the normal work hours (including flexible hours as set forth in sub-paragraph (a) above), off hours work can be scheduled for any time of the day in accordance with the following: Monday through Friday -- employees shall work seven (7) hours for which they will receive eight (8) hours pay at regular straight time rates, all overtime shall be paid at time and one-half the regular straight time rates;

Saturday -- all work shall be paid at time and one-half the regular straight time rate; Sundays and Holidays - time and one-half the regular straight time rate shall be paid for all work up to seven (7) hours and double time shall be paid for all work thereafter. It is agreed that the term "facilities" shall cover commercial construction, not highway work. With regard to such "off hours" work involving highway guardrails, signs and related work which occurs Monday through Friday employees shall work seven (7) hours for which they shall receive nine (9) hours pay at regular straight time rates. In the event the employees are working an eight (8) hour day as provided in paragraph (e) below, the employees shall be paid for 10 hours at straight time rates for eight (8) hours of work. All overtime, Saturday and Sunday work involving highway guardrails, signs and related work which occurs during "off hours" shall be paid in accordance with the provisions applicable for all other "off hours" alteration and renovation work. When such "off hours" work starts on one calendar day and continues through the following calendar day, the rules applicable at the beginning of the "off hours" work shall be applicable for all hours worked. As an example, if such "off hours" work starts on Friday night at 11:00 pm and continues until 6:30 am on Saturday, the rules applicable for Friday "off hours" work shall be applicable for all seven hours worked. If overtime is thereafter worked, the rules applicable for Friday "off hours" overtime shall be applicable. Similarly, if such "off hours" work starts at 11:00 pm on Sunday night and continues until 6:30 am on Monday, the rules applicable for Sunday "off hours" work shall be applicable for all seven hours worked and any overtime shall be worked under the rules applicable to Sunday "off hours" overtime.

(c) When working in conjunction with the Teamsters and Laborers on an eight (8) hour basis on fence, guardrail and sign structures, the employer may, after notification to, and consent by Local 580, employ Local 580 members on an eight (8) hour basis at straight time rates. When working an eight (8) hour day as set forth herein, time and one-half shall be paid for all work in excess of eight (8) hours at the end of the workday to a maximum of two (2) hours on any regular work day (the ninth (9th) and tenth (10th) hours of work) and double time shall be paid for all work thereafter. [See subparagraph (d) above for rates applicable when such work is performed under the conditions set forth therein.]

IX. HOLIDAYS AND OVERTIME

(a) The following holidays shall be observed: NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING and CHRISTMAS DAY.

All holidays shall be observed on the day designated by New York State Law. In the absence of such designation it shall be on the traditional calendar day. Any holiday which occurs on a Sunday shall be observed the following Monday. No work shall be performed on Labor Day except to save life or property.

(b) Overtime shall not be worked except where unavoidable. When there is overtime work to be done on any job, preference must be given to the men who are working regularly on such job. Extra men hired for overtime work must be unemployed if any are available.

X. WAGE RATES

Effective 7/1/08, wage rates and contributions shall be increased by \$1.35 per hour.

Thereafter, the total economic increases for wage rates and contributions to the Vacation, Pension, Insurance (Welfare), Annuity, Scholarship, Labor Management Promotion, Ironworker Management Progressive Action Cooperative Trust, Ornamental Metal Institute of New York, and Apprentice-Journeyman Educational Trust Funds, as well as such other Trust Funds as may be created jointly by the Union and the Association, shall be as follows: \$1.30 per hour effective 1/1/09; \$1.30 per hour effective 7/1/09; \$1.25 per hour effective 1/1/10; \$1.55 per hour effective 7/1/10 and \$1.50 per hour effective 1/1/11. The Union shall have the right to allocate these amounts between increases in wage rates and increases in Employer contributions to the foregoing Trust Funds subject to the following conditions:

1. In each year the Pension and Insurance (Welfare) Trust Funds will receive whatever increased amounts, the Actuary states in writing to the Trustees of these Funds, are needed to support the then current benefits.

2. The level of contribution to any fringe benefit fund(s) shall not exceed the limit set by the Internal Revenue Service for tax deductibility by the Employer of such contribution(s).

The specific distribution of the economic package is further set forth herein.

A. FOREMAN

Effective July 1, 2008, all Foremen shall receive 3% above the base hourly Finisher's wage.

B. FINISHER

July 1, 2008 \$39.55 per hour

C. APPRENTICE

For all Apprentices entering the apprentice program on or before August 1, 2008:

First four months (1-4 months)	60% of Finisher's wage
Next six months (5-10 months)	65% of Finisher's wage
Next six months (11-16 months)	70% of Finisher's wage
Next six months (17-22 months)	80% of Finisher's wage
Next six months (23-28 months)	85% of Finisher's wage
Last eight months (29-36 months)	95% of Finisher's wage
At the end of 3 years and after examination	100% of Finisher's wage

For all apprentices entering the apprentice program after August 1, 2008:

First four months (1-4 months)	50% of Finisher's wage
Next six months (5-10 months)	50% of Finisher's wage
Next six months (11-16 months)	55% of Finisher's wage

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Next six months (17-22 months)	60% of Finisher's wage
Next six months (23-28 months)	70% of Finisher's wage
Last eight months (29-36 months)	80% of Finisher's wage
At the end of 3 years and after examination	100% of Finisher's wage

D. FUNDS**1. Vacation Fund (See Section XXIII)**

\$8.10 per hour for all employees performing covered work within the meaning of Section VI of this Agreement except Apprentices for whom contributions to the Vacation Fund shall be made at the same percentage level as the wages they receive. For example, if an apprentice is receiving sixty percent (60%) of the Finisher's wage, he shall receive sixty percent (60%) of the Vacation Fund contribution, etc. (*)

2. Pension Fund (See Section XXIII)

\$7.85 per hour for all employees performing covered work within the meaning of Section VI of this Agreement including apprentices. (*)

3. Insurance Fund (Welfare) (See Section XXIII)

\$11.15 per hour for all employees performing covered work within the meaning of Section VI of this Agreement including apprentices. (*)

4. Annuity Fund (See Section XXIII)

\$9.75 per hour for all employees performing covered work within the meaning of Section VI of this Agreement except

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apprentices for whom contributions to the Annuity Fund shall be made at the same percentage level as the wages they receive. For example, if an apprentice is receiving sixty percent (60%) of the Finisher's wage, he shall receive sixty percent (60%) of the Annuity Fund contribution, etc. (*)

5. The Ornamental Metal Institute of New York Fund (See Section XXIV)

\$.35 per hour for all employees performing covered work within the meaning of Section VI of this Agreement, including apprentices. At the option of the Association, the contribution to The Ornamental Metal Institute of New York shall be increased during the course of this Agreement a maximum of \$.05 per hour bringing the total contribution to \$.40 per hour.

6. Apprentice-Journeyman Educational Fund (See Section XXV)

\$.1.25 per hour for all employees performing covered work within the meaning of Section VI of by this Agreement including apprentices. (*)

7. Institute of the Ironworking Industry Fund (See Section XXVI)

\$.02 per hour for all employees performing covered work within the meaning of Section VI of this Agreement, including apprentices, for work performed up to and including December 31, 2008. Thereafter, contributions to this Fund shall cease.

8. Scholarship Fund (See Section XXIII)

\$.15 per hour for all employees performing covered work within the meaning of Section VI of this Agreement, including apprentices. (*)

9. Labor Management Promotion Fund (See Section XXVII)

\$.05 per hour for all employees performing covered work within the meaning of Section VI of this Agreement, including apprentices. (*)

10. The Ironworker Management Progressive Action Cooperative Trust ("IMPACT") (See Section XXVIII)

Commencing January 1, 2009, \$.05 per hour for all employees performing covered work within the meaning of Section VI of this Agreement, including apprentices.

11. Contributions to the above Funds shall be in the same manner that wages are paid, i.e., the contribution shall be doubled for double time hours, and time and one-half for time and one-half hours as defined in Section VIII(b).

(*) Subject to adjustment upon allocation of the remaining package during the next five increments to be made during the term of the Agreement in accordance with the terms of this Section as set forth above.

XI(A). WAGE CONDITIONS

(1) The regular pay day shall be once a week on such day as agreed upon between the Employer and the Union, and wages shall be paid before quitting time, and wages are to be paid in cash or check on the job site. An Employer shall not issue one (1) check for two (2) payroll periods. If the Employer pays by check, pay day shall be no later than Thursday of each week and, in the event a holiday falls on a pay day, such Employer shall pay wages on the working day before the holiday. All payroll paid on Friday must be paid in cash. In the event that such Employer issues a check

or checks for wages which are not honored for payment for any reason, such Employer shall be required thereafter to pay wages in cash for a period of six months; and in the event that such Employer for a second time issues checks for wages which are not honored for payment for any reason such Employer shall be required to pay wages only in cash.

(2) An Employer may withhold not more than three (3) days' wages when necessary in order to prepare the payroll.

3) When employees are laid off, or discharged, they shall be paid in full in cash or check on the job, and shall be allowed fifteen (15) minutes to pack their tools and overalls. If required to go to some other point or to the office of the Employer, the employees shall be paid for the time required to go to such places. When employees leave of their own accord, they shall wait until the regular pay day for the wages due them. Notwithstanding anything to the contrary contained in this Agreement, in the event of a layoff, if the Employer maintains an escrow account with the Local 580 Fund Office, said Employer may call the Fund Office and give notice that a given employee is being laid off and that sufficient money should be taken out of its escrow account to pay for the laid-off employee's benefits. In such case, if the employee involved and/or the steward on the job is notified of the layoff prior to 2:00 p.m. on the day of the layoff, the Employer does not have to give the laid-off employee any receipt in accompaniment with his wages.

(4) Any undue delay or loss of time caused to employees through no fault of their own shall be paid for by the Employer causing such delay, at the regular straight time wages.

(5) Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the

total earnings, the amount of each deduction, the purpose thereof, and net earnings.

(6) Any Employer who pays wages by check and whose principal place of business is located outside the Boroughs of Manhattan, the Bronx, Brooklyn, Richmond and Queens in the City of New York and Westchester, Suffolk or Nassau Counties in the State of New York must draw such checks from banks located within the aforementioned geographic areas.

XI(B). PACKAGE REDISTRIBUTION

Provided that the total wages paid and contributions made by the Employer shall not exceed the economic increases for wages and contributions to Funds set forth in the second paragraph of Section X of this Agreement, at any time during the term of this Agreement, upon thirty (30) days notice to the Association and subject to the provisions of Section X, the Union shall have the option to reallocate any portion of the wages and/or Fund contributions paid pursuant to the aforementioned Section X. There shall be no reallocation of any part of the Pension Fund contribution from said Fund if doing so would jeopardize the Pension Fund's funding status.

XI(C). ASSESSMENT CHECK-OFF

1. The Employers agree to deduct from the wages of each employee covered by this Agreement and to pay to the Union such sum or sums per hour as from time to time shall be certified to the Association in writing by the Union to be the duly enacted assessment. The Union shall obtain an authorization for such deduction from each employee and

such authorization shall be maintained at the Local 580 Fund Office.

2. The authorization shall be in the form annexed to this Agreement and marked "Rider A."

3. In the event there is any change in the amount of the assessment, such change shall be certified to the Association in writing by the Union. The Employers shall give effect to such change 30 days after the date of the certification by the Union.

4. Payment by the Employers of these deductions from wages shall be made by purchase of receipts utilized for the making of contributions to the various Fringe Benefit Funds provided for in this Agreement.

5. The Union agrees to indemnify and hold harmless the Employers from any and all claims, actions or proceedings arising out of said check-off.

XII. REPORTING TIME

(a) Men ordered to report to a job and not put to work shall be entitled to two (2) hours' pay, at the rate in effect at that time and day of week, except when they cannot work because of disaster on a job wherein no other trades are permitted to work, provided the men remain on the job during the said two (2) hours. Such men who are required to work during said two hours shall be guaranteed four (4) hours pay at regular straight time rates. Such men who are required to work after the lunch break shall be guaranteed seven (7) hours pay at regular straight time rates. Notification of continuance of employment shall be given prior to the start of lunch and failure to provide notification will result in the men being paid the remainder of the day. Men employed

solely for the purpose of unloading or distributing material shall not be employed for less than seven hours.

(b) In the erection of curtain walls, when an Employer provides a shanty on the job site, said shanty shall not be located above the third floor of the building site and the employees shall not be required to leave the shanty before starting time.

XIII. TRAVELING EXPENSES

1. When workmen are sent outside the territory defined herein as the Metropolitan District of New York, such workmen shall receive as a minimum wage rate, the higher established hourly rate of wages paid either in Local Union No. 580's territory or in the territory to which they are sent as well as transportation expenses as follows:

(a) Work within the jurisdiction of the Northern New Jersey District Council: \$10.00 per day.

(b) Work in all areas other than the jurisdiction of the Northern New Jersey District Council:

i. \$25.00 per day, for jobs lasting less than one week, plus the fare of one round trip.

ii. \$175.00 per week for jobs lasting more than one week plus the fare for one round trip; or \$25.00 per working day, plus the fare of one round trip each week, at the Employer's option.

2. On jobs located outside the Metropolitan District, which require traveling at night, the Employer shall pay for, or provide meals and berth.

3. If a workman, employed on jobs located outside the Metropolitan District, shall without the consent of the

Employer, leave such work before its completion, it shall be on his own time and at his own expense.

4. All travel time to jobs outside the Metropolitan District shall be paid at the single time rate of pay and not to exceed seven hours per day.

5. Wages shall commence from the time the workman arrives at his work.

6. If an employee is requested to go from one jobsite to another jobsite during the workday, his travel expenses incurred in going to such second job shall be reimbursed by the Employer.

XIV. FOREMAN

(a) When four (4) or more employees are employed on a job, one shall be selected by the Employer to act as a working foreman and receive a foreman's wages, and the foreman is the only representative of the Employer who shall issue instructions to the workmen. On all chain link fence work a foreman shall be employed. When employees are sent by the Employer to work on jobs outside the Metropolitan Area, one employee shall be designated as a foreman on such out-of-town job and receive the highest foreman's hourly rate of pay recognized in either Local No. 580's territory or in the territory to which he is sent.

(b) There shall be no restriction as to the employment of foremen. The Employer may employ on one piece of work as many foremen as in his judgment is necessary for the safe, expeditious and economical handling of the same.

(c) The Employer shall employ a foreman on all items of work pertaining to curtain wall work, such as hoisting, distribution, unloading, erection, layout, etc.

(d) The foreman shall be the agent of the Employer and shall be tried for any of his acts as foreman under the grievance and arbitration procedure hereinafter provided for in Section XXII.

XV. STEWARD

(a) A steward shall be appointed by the Union. The steward shall be assigned to every job by the Business Agent responsible for the geographic area where the job site is located, or his designee, and shall in all cases be the second journeyman on the job and the last journeyman to leave the job. It shall be at the option of the Business Agent whether the Steward shall be appointed from among the men on the job or in addition thereto. Such steward shall not be laid off or discharged while the job is in progress unless such lay off or discharge is sanctioned in accordance with the grievance and arbitration procedure hereinafter provided for in Section XXII.

(b) When an accident occurs, the steward shall take charge and render immediate and necessary care to the injured and also report the accident to the Business Agent and Local Union.

(c) It shall be the duty of the steward to file timely, complete and accurate steward's reports with the Union on forms provided by the Union for such purpose.

XVI. WORK LIMITATION

There shall be no limitation placed on the amount of work to be performed by any employee during working hours, and the use of machinery, tools, appliances or methods shall not be restricted or interfered with.

The Employer shall employ three (3) men on the installation of multi-flight stairs.

Whenever pre-assembled stairs are to be erected or hoisted on a jobsite, a hoisting crew of iron workers shall be employed to unload and hoist the stairs for each run of stairs, from the time the stairs arrive at the jobsite to the time the stairs are hoisted to the floors where they are to be installed, irrespective of the equipment used for hoisting; and an additional separate erection crew of iron workers shall be employed to install that run of stairs. If a run of such stairs is being both hoisted and installed on a given day, then two (2) crews as outlined above shall be employed that day. If there is more than one (1) run of such stairs on a jobsite, separate hoisting crews and separate erection crews shall be employed as outlined above, on each run of stairs. Each hoisting crew and each erection crew shall consist of one (1) foreman and at least four (4) finishers. "Pre-assembled stairs," as used herein, are defined as stairs which are delivered to a jobsite with

(a) risers and/or treads pre-fastened to stringers or with intermediate platforms or landings pre-fastened to framing members at intermediate platforms or landings, or

(b) the risers and treads have pre-poured concrete treads.

XVII. TOOLS

(a) Employees employed on architectural and ornamental work shall furnish for their own use all necessary hand tools to enable them to effectively install such work. Tools broken on the job shall be replaced by the Employer, such as drills, taps, hacksaw blades, etc. No employee shall be held responsible for the loss of tools or equipment in his charge.

(b) The Employer must provide a suitable tool box or shanty with lock and key for the safe keeping of tools and clothing, and the employees are to be compensated for any loss of same due to fire in or burglary from shanty or tool box in an amount not to exceed \$200.00. The Employer shall pay for such loss within 10 days after such loss is reported to the Employer or his representative provided the loss is reported promptly.

XVIII. WORKERS' COMPENSATION

Every Employer shall carry adequate Workers' Compensation Insurance as may be required by the laws of the State of New York.

The Employer shall also furnish adequate Marine Insurance where necessary.

In the event that the Union and the Association adopt a program to provide an alternative system for Workers Compensation to provide a single carrier with a panel of doctors and an alternative claim resolution, then after a minimum of thirty (30) days notice to the Association on behalf of its members and all other signatory Employers, they shall, if required by the program, become participants in such program and be deemed by execution of this Agreement to have consented to the provisions of the Plan.

XIX. BUSINESS REPRESENTATIVE

The business representatives of the Union shall be permitted to visit all jobs, but will in no way interfere with the progress of the work.

XX. SUBCONTRACTING

(a) The Employer agrees not to subcontract or sublet any work covered by this Agreement to any person, firm or corporation which is not in contractual relationship with the Architectural, Ornamental and Reinforcing Iron Workers Local Union No. 580.

(b) Employees shall not be permitted to lump work. The Employer agrees not to offer and/or to pay less than the scale of wages established by the Agreement. The employees will not accept a bonus based on specific performance of any individual job.

(c) An Employer who violates this Section shall be liable to the Joint Funds for the wages and fringe benefit contributions due on work performed by its subcontractor.

XXI. APPRENTICES

(a) The Association and the Union shall jointly maintain a system of apprenticeship which shall provide an adequate force of skilled mechanics. The apprenticeship system shall be controlled and administered by a Joint Committee in accordance with the Standards of Apprenticeship Training as approved by the New York State Department of Labor, Bureau of Apprentice Training.

The Joint Committee shall consist of an equal number of representatives appointed by the Association and the Union.

(b) The Joint Committee shall form an apprentice class each September. The size of the class shall be determined by the Joint Committee in accordance with employment conditions in the trade.

(c) Each Employer employing four or more journeypersons, at a particular job site, must employ one apprentice when employing four to seven journeypersons, two apprentices when employing eight to eleven journeypersons, three apprentices when employing twelve to eighteen journeypersons, and one additional apprentice for every seven additional journeypersons thereafter.

(d) An apprentice of his own volition cannot leave the employ of an Employer without the consent of the Joint Committee.

(e) If an apprentice is temporarily laid off, and during the layoff period regularly received the specified related technical instruction, he shall receive credit, if reemployed, for such instruction toward the completion of his apprenticeship.

(f) All apprentices shall be required to attend classroom instructions in subjects related to their trade for a minimum of 144 hours per year during each year of the term of apprenticeship. If day classes are arranged, the apprentice must attend one day in each month for which he will receive a day's pay from his Employer. Such a day class will provide 8 hours of school instruction each month and the remainder of his school time must be made up in the evening. If an apprentice does not attend the scheduled school day, he shall suffer the loss of a day's pay for each day class not attended. The tuition fee for school attendance shall be paid by the apprentice. It is understood that if, for any reason, the apprentice does not fulfill his obligations and severs his connection with the school, the Joint Committee shall not be required to pay a refund or rebate any portion of the money expended by the apprentice.

(g) Upon notice from the school, that an apprentice has not satisfactorily completed a semester's work, his rate shall not be increased in accordance with the scale until the school advises that such work has been satisfactorily completed. If, for any reason, the school dismisses an apprentice, his apprenticeship shall be terminated.

(h) The Joint Committee shall arrange tests for determining the apprentice's progress in manipulative skills and technical knowledge.

(i) Apprenticeship applicants, before being accepted as apprentices, must meet the standards as set by the Joint Apprentice Committee.

(j) Any apprentice who enters the Armed Forces before completing his apprenticeship shall be required, before becoming a journeyman finisher, to complete three (3) semesters at school and working at the trade.

(k) In the event of any disagreement among the members of the Joint Committee over any matter or matters before it, except for the number of apprentices which results in a deadlock, such matter or matters shall be submitted for determination under the grievance and arbitration procedure as hereinafter provided in Section XXII(c).

XXII. GRIEVANCE AND/OR ARBITRATION PROCEDURES

(a) Any grievance, complaint, or dispute between the Union and the Employer arising out of this Agreement, or as to the meaning, interpretation, application or alleged violation of any provision or provisions of this Agreement shall be handled in the first instance by an officer of the Union designated by the Union and a representative of the

Employer involved who is a member of the Association.

(b) If the representatives of the Union and the Employer fail to reach an agreement within five (5) work days, the grievance, complaint, or dispute shall be handled by a designee or designees of the Union and the Association. The designee of the Association shall be a member of the Association or a permanent employee of the Association.

The aggrieved party shall file a statement of the grievance, complaint, or dispute with the Association or the Union, as the case may be.

The designees shall meet within two (2) work days after the receipt of written notification.

(c) If the designees of the Union and the Association fail to reach agreement within three (3) work days after they meet, as provided above, the grievance, complaint, or dispute shall be submitted for final and binding determination to Eric J. Schmertz, as the Impartial Arbitrator. If for any reason Mr. Schmertz is incapacitated or for any other reason is unable to act expeditiously, he shall designate a substitute Arbitrator. If Mr. Schmertz is unable to make such designation, the Union and the Association shall promptly make such designation. Should they fail to agree on a substitute Arbitrator, the procedures of the American Arbitration Association, shall be utilized to resolve these disputes on a case by case basis until the Union and the Association agree on a permanent Arbitrator.

The Impartial Arbitrator shall have all the powers granted to arbitrators pursuant to the Civil Practice Law and Rules of the State of New York and shall be authorized to compel the production of books and records of any kind or type which may be involved in a dispute. The decision of the Impartial

Arbitrator shall be final and binding on the Employer and the Union.

(d) If the party initiating the grievance, complaint or dispute fails to submit the matter to the Impartial Arbitrator within thirty (30) work days after the designee of the Union and the Employer are unable to reach agreement, the matter shall be dropped.

(e) The expense of the arbitration procedure shall be borne equally by the Employer and the Union.

(f) Service of the Notice of Intention to Arbitrate, the Demand for Arbitration, and the Arbitration Award may be made, among other ways, by overnight mail to the Employer or to the Union at its last known address.

(g) The foregoing provisions for arbitration are not intended and shall not be construed as in any way qualifying or making subject to change any provisions of this Agreement including, but not limited to, the handling of negotiations for a new Agreement.

XXIII. VACATION, PENSION, INSURANCE, ANNUITY AND SCHOLARSHIP FUNDS

(a) The required Employer contributions shall be paid by the Employer purchasing receipts from the Local 580 Vacation Fund (formerly Benefit Fund of Local 580), Pension Fund, Insurance Fund, Annuity Fund and Scholarship Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of Section XI of this Agreement.

The provisions of Section XXIX(c) shall govern in the event an Employer fails to place said receipts in the employees' weekly pay envelopes.

The required Employer contributions to these Funds shall be made for each straight time hour paid to each employee at the rates stated in Section X, and for each premium hour paid to each employee, the contribution shall be at premium rates. Premium time is defined in Section VIII(b).

(b) For the purpose of this Article the Union shall be considered as a contributing Employer and shall make contributions on behalf of the Business Agents, Business Manager/Financial Secretary-Treasurer, and Executive Secretary of the Union who shall be participants of the Fund.

(c) The Vacation Fund shall continue to be administered by the Agreement and Declaration of Trust dated October 17, 1950, and restated December 17, 1975, as amended from time to time, which is hereby incorporated by reference and made part hereof.

(d) The Employer contributions to the Vacation Fund shall be used exclusively to provide vacation benefits to eligible employees in such form and amount as the Trustees of the Vacation Fund may determine, and the administration expenses of the Vacation Fund.

(e) The Pension Fund shall continue to be administered by the Agreement and Declaration of Trust dated as of January 1, 1954, and restated December 17, 1975, as amended from time to time, which is hereby incorporated by reference and made part hereof.

(f) The Employer contributions to the Pension Fund shall be used exclusively to provide pension benefits to

eligible employees in such form and amount as the Trustees of the Pension Fund may determine, and the administration expenses of the Pension Fund.

(g) The Insurance Fund shall continue to be administered by the Agreement and Declaration of Trust dated as of January 1, 1946, and restated December 17, 1975, as amended from time to time, which is hereby incorporated by reference and made part hereof.

(h) (1) The Employer contributions to the Insurance Fund shall be used exclusively to provide group insurance, accidental death and dismemberment insurance, hospital expense insurance, surgical expense insurance, medical expense insurance to eligible employees and their families, as well as temporary disability benefits to eligible employees in such form and amount as the Trustees of the Insurance Fund may determine, and the administration expenses of the Insurance Fund.

(2) The Trustees shall, out of the funds in their possession, pay or provide for the payment of premium on policy or policies of Group Insurance for sickness benefits which shall provide insurance benefits required to be made and paid under Chapter 600 of the Laws of the State of New York approved and effective April 13, 1949.

(3) It is further agreed that this Agreement and the specific provision for sickness benefits hereunder, and such other benefits hereinabove mentioned as the Trustees may determine, shall be in lieu of any obligation imposed upon Employers or employees for insurance and contribution required or provided for in such mentioned law.

(4) It is further agreed that payment by the Employer with respect to or required by any Federal, State or Municipal legislation which may be enacted during the term of this Agreement, and which would require the Employer to pay or contribute toward the payment of life insurance or health or hospitalization or medical benefits, shall be credited to the amount required to be paid thereunder, unless the Insurance Plan effective hereunder shall furnish the benefits required by any such legislation.

(i) The Annuity Fund shall continue to be administered by the Agreement and Declaration of Trust dated January 27, 1964, and restated December 17, 1975, as amended from time to time, which is hereby incorporated by reference and made part hereof.

(j) The Employer contributions to the Annuity Fund shall be used exclusively to provide for Annuity Benefits in such manner and amount as the Trustees of the Annuity Fund may determine, and administrative expenses of the Annuity Fund, provided, however, that the contributions shall be paid on behalf of individual employees and credited to the individual employee's account in the Fund.

(k) The Scholarship Fund shall continue to be administered by the Agreement and Declaration of Trust dated July 1, 2003, as amended from time to time, which is hereby incorporated by reference and made part hereof.

(l) The Employer contributions to the Scholarship Fund shall be used exclusively to provide for Scholarship Benefits in such manner and amount as the Trustees of the Scholarship Fund may determine, and administrative expenses of the Scholarship Fund.

**XXIV. THE ORNAMENTAL METAL INSTITUTE
OF NEW YORK FUND**

(a) The Ornamental Metal Institute of New York Fund or its successor in interest shall be administered pursuant to the Agreement and Declaration of Trust dated September 5, 1972, which, as amended from time to time, is hereby incorporated by reference and made part hereof.

(b) The contributions shall be used to advance the interests of architectural, ornamental and miscellaneous metal industry in the Greater New York area and of those who are engaged in it through such programs and activities, and in such manner and amount, as the Trustees of the Fund in their discretion may determine are likely to foster greater use of the industry's products and services, expanded opportunities for employment, higher efficiency, the elimination of sub-standard working and safety conditions and related purposes as more fully specified in the Agreement and Declaration of Trust dated September 5, 1972, as amended from time to time, and for the organization and administration of the Fund.

Effective July 1, 2008, any employee who completes five certificates (e.g., welding, scaffold training, burning, fire watch, OSHA 10, etc.) shall receive a \$200.00 payment from The Ornamental Metal Institute of New York. Thereafter, such employee shall receive \$100.00 annually from The Ornamental Metal Institute of New York for maintaining all five certifications.

The Trustees of The Ornamental Metal Institute of New York shall have the exclusive power to verify claims for the payment of benefits, to determine whether the conditions for the payment of benefits have been fulfilled, to determine the eligibility requirements and to determine the rules and procedures for obtaining and administering such benefits.

(c) The required Employer contributions shall be paid by the Employer purchasing receipts from The Ornamental Metal Institute of New York Fund through the Local 580 Fund Office. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of Section XI of this Agreement.

The provisions of Section XXIX(c) shall govern in the event an Employer fails to place said receipts in the employees' weekly pay envelopes.

The required Employer contributions to this Fund shall be made for each straight time hour paid to each employee at the rates stated in Section X, and for each premium hour paid to each employee, the contribution shall be at premium rates. Premium time is defined in Section VIII(b).

**XXV. APPRENTICE-JOURNEYMAN
EDUCATIONAL FUND**

(a) The Apprentice-Journeyman Educational Fund shall continue to be administered pursuant to the Agreement and Declaration of Trust dated October 15, 1969, and restated February 1, 1976, which, as amended from time to time, is hereby incorporated by reference and made part hereof.

(b) The Trustees shall determine annually the number of apprentices to be admitted into the apprenticeship program for the year. If the Trustees cannot agree on the number of apprentices to be admitted in any one year, such number shall be determined by arbitration which shall be provided for in the Agreement and Declaration of Trust.

(c) During the term of this Agreement or any extension or renewal thereof, the Trustees of the Apprentice-

Journeyman Educational Fund shall assume all duties of the Joint Committee of Apprentices referred to in Section XXI of this Agreement.

Effective July 1, 2008, any employee who completes five certificates (e.g., welding, scaffold training, burning, fire watch, OSHA 10, etc.) shall receive a \$100.00 payment from the Apprentice-Journeyman Educational Fund. Thereafter, such employee shall receive \$50.00 annually from the Apprentice-Journeyman Educational Fund for maintaining all five certifications.

The Trustees of the Apprentice-Journeyman Educational Fund shall have the exclusive power to verify claims for the payment of benefits, to determine whether the conditions for the payment of benefits have been fulfilled, to determine the eligibility requirements and to determine the rules and procedures for obtaining and administering such benefits.

(d) The required contributions shall be paid by the Employer purchasing receipts from the Apprentice-Journeyman Educational Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of Section XI of this Agreement.

The provisions of Section XXIX(c) shall govern in the event an Employer fails to place said receipts in the employees' weekly pay envelopes.

The required Employer contributions to this Fund shall be made for each straight time hour paid to each employee at the rates stated in Section X, and for each premium hour paid to each employee, the contribution shall be at premium rates. Premium time is defined in Section VIII(b).

XXVI. INSTITUTE OF THE IRONWORKING INDUSTRY FUND

The required contributions shall be paid by the Employer purchasing receipts from the Local 580 Fund Office. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of Section XI of this Agreement.

The provisions of Section XXIX(c) shall govern in the event an Employer fails to place said receipts in the employees' weekly pay envelopes.

The required Employer contributions to this Fund shall be made for each straight time hour paid to each employee at the rates stated in Section X, and for each premium hour paid to each employee, the contribution shall be at premium rates. Premium time is defined in Section VIII(b).

XXVII LOCAL 580 LABOR MANAGEMENT PROMOTION FUND

(a) The Local 580 Labor Management Promotion Fund shall be administered pursuant to the Agreement and Declaration of Trust dated July 1, 2008 as amended from time to time.

(b) The required Employer contributions shall be paid by the Employer purchasing receipts from the Local 580 Labor Management Promotion Fund. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provision of Section XI of this Agreement.

(c) The provisions of Section XXIX(c) shall govern in the event an Employer fails to place said receipts in the employees' weekly pay envelopes.

(d) The required Employer contributions to this Fund shall be made for each straight time hour paid to each employee at the rates stated in Section X, and for each premium hour paid to each employee, the contribution shall be at premium rates. Premium time is defined in Section VIII(b).

(e) The employer contributions shall be used exclusively to facilitate labor-management relations, market recapture and industry improvement (in cooperation with the Building and Construction Trades Council) and such other items as deemed necessary and proper by the Trustees and to pay administrative expenses of the Fund.

XXVIII. THE IRONWORKER MANAGEMENT PROGRESSIVE ACTION COOPERATIVE TRUST ("IMPACT")

(a) The Ironworker Management Progressive Action Cooperative Trust shall be administered pursuant to the Agreement and Declaration of Trust dated December 5, 2002 as amended from time to time.

(b) The required Employer contributions shall be paid by the Employer purchasing receipts from the Local 580 Fund Office. The said receipts shall be given to the employees in accompaniment with their weekly pay and also at such other times when employees are entitled to receive pay as required by the provisions of Section XI of this Agreement.

The provisions of Section XXIX(c) shall govern in the event an Employer fails to place said receipts in the employees' weekly pay envelopes.

The required Employer contributions to this Fund shall be made for each straight time hour paid to each employee at the rates stated in Section X, and for each premium hour paid to each employee, the contribution shall be at premium rates. Premium time is defined in Section VIII(b).

XXIX. TRUST FUND PROTECTION

(a) Each of the Agreements and Declarations of Trust referred to in Sections XXIII, XXIV, XXV, XXVI, XXVII and XXVIII hereof shall be deemed incorporated by reference into this Agreement and made a part hereof.

(b) All new contributing Employers shall be required to make Trust Fund contributions by certified check for a period of six (6) months.

(c) (1) Failure of an Employer to make contributions as required in Section X and/or to place said receipts in the employees' weekly pay envelopes as required in Sections XXIII, XXIV, XXV, XXVI, XXVII and XXVIII or as may be required to any new Fund established during the term of this Agreement, shall constitute a breach of this Agreement. If by the following pay day said receipts are not included with their weekly pay, the Union, notwithstanding anything to the contrary contained in this Agreement, shall strike and remove its members from the work of the delinquent Employer until such Employer pays the full amount of contributions owed and also pays the employees who are on strike their regular rate of pay for all time lost during such strike.

- (2) An Employer that becomes delinquent in payment of contributions, as hereinabove provided, shall be required to post bond to secure future payments by such Employer to the respective Funds.

If an Employer goes out of business owing money to one or more Funds and an Employer establishes a new business in which any principal, officer or stockholder of the former Employer is affiliated with (directly or indirectly through relatives or friends), or is employed by the new Employer, and such new Employer fails to make previously required contributions as required in Section X and/or to place said receipts in the employees' weekly pay envelopes as required in Sections XXIII, XXIV, XXV, XXVI, XXVII and XXVIII or as may be required to any new Fund established during the term of this Agreement, said failure shall constitute a breach of this Agreement. If by the following work day said receipts are not given to said employees, the Union, notwithstanding anything to the contrary contained in this Agreement, shall strike and remove its members from the work of the delinquent Employer until such Employer pays the full amount of contributions owed and also pays the employees who are on strike their regular rate of pay for all time lost during such strike.

(3) In the event of any nonpayment or underpayment of required contributions to any Fund, or upon the failure of an Employer to make contributions when payable, there shall be added to such indebtedness interest at 10% and liquidated damages in an amount not in excess of 20% of the amount of the indebtedness which the parties agree is a reasonable charge. Annexed hereto as Appendix "A" to this Agreement is the detailed schedule which sets forth the manner of calculating interest and liquidated damages to be used by the fringe benefit funds. The amounts collected for

interest and liquidated damages shall be used to reduce the administrative expenses of the Funds.

(d) The Employer shall make available to the auditors of the Vacation, Pension, Insurance, Annuity, Ornamental Metal Institute of New York, Apprentice-Journeyman Educational, Institute of the Ironworking Industry and Labor Management Promotion Funds and any new Fund established during the term of this Agreement, provided for in this Agreement, within ten (10) days after written notice from the Trustees, any and all records which, in the discretion of the Trustees of said Funds or any one Fund, may be required in connection with the sound and efficient operation of said Funds or to determine whether the Employer has made the contributions it is obligated to make pursuant to this Agreement. The Employer shall also make available, upon such notice, to the auditor any and all records of any affiliated or related company which, in the discretion of the Trustees of said Funds or any one Fund, may be required to determine whether the Employer has made the contributions it is obligated to make pursuant to this Agreement. Failure of the Employer to make records available to the auditor shall constitute a breach of this Agreement and, upon ten (10) days' written notice to the Employer, the Union, notwithstanding anything to the contrary contained in this Agreement, shall have the right to strike and remove its members from the job or jobs of such Employer until the Employer makes the records available to the auditors and also pays the employees who are on strike their regular rate of pay for all time lost during such strike.

(e) The Employer shall file weekly a report on all employees covered by this Agreement with the Local 580 Joint Fund Office in the form as appears in Exhibit "1" annexed to this Agreement or in such form as may be amended from time

to time by the Trustees of the various Funds. Failure of the Employer to observe the provisions of this subsection shall constitute a breach of this Agreement and upon ten (10) days' written notice to the Employer, the Union, notwithstanding anything to the contrary contained in this Agreement, shall have the right to strike and remove its members from the job or jobs of such Employer until the Employer files the weekly report and also pays the employees who are on strike their regular rate of pay for all time lost during such strike.

(f) If an Employer becomes delinquent in payment, or is delinquent by reason of underpayment, the Trustees may in their discretion revise the agreed-upon methods of payment of contributions and such Employer shall, upon adequate notice, thenceforth make contributions to the Funds in accordance with the newly-prescribed methods of payment.

(g) In the event a dispute arises regarding the meaning, interpretation, application or alleged violation of the Employer's obligations to make required fringe benefit contributions to any of the Funds pursuant to Sections XXIII, XXIV, XXV, XXVI, XXVII and XXVIII or in connection with any of the provisions of this Section XXIX, or in connection with any rule or procedure of the Trustees of any of the Funds affecting collection of contributions to the Funds or distribution of receipts to employees, such dispute shall be submitted to Eric Schmertz, as the Impartial Arbitrator. If for any reason Mr. Schmertz is incapacitated or for any other reason is unable to act expeditiously, he shall designate a substitute Arbitrator. If Mr. Schmertz is unable to make such designation, the Union and the Association shall promptly make such designation. Should they fail to agree on a substitute Arbitrator, the procedures of the American Arbitration Association shall be utilized to resolve these disputes on a case-by-case basis until the Union and

the Association agree on a permanent Arbitrator.

Service of the Notice of Intention to Arbitrate, the Demand for Arbitration, and the Arbitration Award may be made, among other ways, by overnight mail to the Employer or to the Union at its last known address.

The Impartial Arbitrator shall have all the powers granted to arbitrators pursuant to the Civil Practice Law and Rules of the State of New York and shall be authorized to compel the production of books and records of any kind or type which may be involved in a dispute. The decision of the Impartial Arbitrator shall be final and binding on the Employer, the Union and the Trustees.

The expense of the arbitration procedure shall be borne equally by the Employer and the Funds unless the Award directs otherwise. If collection is made pursuant to an arbitration award, such decision shall contain a directive that the Employer pay the actual cost of an audit, if any, used to establish the indebtedness, plus the arbitration fee as determined by the arbitrator and made a part of the award, plus arbitration costs and expenses, if any, plus reasonable attorney's fees in the amount of 25% of the indebtedness, which amount the parties agree is a reasonable collection charge and, in addition thereto, interest at 10% and liquidated damages of 20% of the payments due to said Funds, which amounts shall be paid to the Trustees of said Funds.

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

an award of the Impartial Arbitrator service may be made by registered or certified mail within or without the State of New York, as the case may be.

(i) It is agreed that the contributions to each of the aforementioned Funds is part of a total package and in the event that the contributions to any Fund shall not be required to be made because of a lack of a legal obligation to make such payment then the amount of that contribution shall be transferred as the Union at its option shall designate. The object of this provision is that the total cost of the fringe benefit fund receipts to any Employer shall remain constant subject to the reallocation of any amounts among Funds to which that Employer is legally obligated to make contributions.

XXX. STRIKES AND LOCKOUTS

(a) It is mutually agreed that there shall be no strikes authorized by the Union or no lockouts authorized by the Employer, except for the refusal of either party to submit to arbitration, in accordance with Section XXII, or failure on the part of either party to carry out the award of the Arbitrator or settlements arrived at prior to an arbitration award.

(b) It shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind the picket line of any affiliated Union which has been authorized by the International of that Union, or Building and Construction Trades Council.

XXXI. PROTECTION OF UNION PRINCIPLES

The removal of journeymen and apprentices from a job in order to render assistance to other Local Union(s) to protect union principles shall not constitute a violation of this Agreement, provided notice thereof is first given to the Association through the office of its Executive Director.

XXXII. UNION MEMBERS AS CONTRACTORS

It is contrary to the spirit of this Agreement and contrary to the Constitution of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO, for active Union members to act as contractors or for Employers to work with the tools or otherwise perform the work performed by members of the bargaining unit. Therefore:

(a) No Union member may act as an Employer under this Agreement unless he first takes out a withdrawal card pursuant to the Constitution of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO.

(b) No members of any Local Union shall work for any contractor or company owned or controlled directly or indirectly by the wife, father, mother, brother, sister or relative of any member of a Local Union until such members have obtained permission from the Executive Committee of the Local Union to work for such contractor.

(c) The Union shall not enter into any contract or furnish its members to work for any contractor or company which is owned or controlled directly or indirectly by the wife, father, mother, brother, sister or relative of any member of a Local Union unless such contractor first applies and

receives permission from the Executive Committee of the Local Union.

(d) For the purposes of this section, signatures by members of any Local Union on payroll checks, any and all reports to City, State or Federal Agencies, business insurance policies, bank accounts, and the like, shall constitute presumptive evidence of the ownership or control of the business by such member. Such documents shall be available to the Union and/or its auditors for the purposes of inspecting the signatures thereon.

XXXIII. ADHERENCE TO THE AGREEMENT

This Agreement contains all of the provisions agreed upon by the Employer and the Union. Neither the Employer nor the Union will be bound by rules, regulations or agreements not herein contained except interpretations or decisions reached through the grievance and arbitration procedure.

XXXIV. RECORD KEEPING

(a) Upon receipt of appropriate information from the Association, the Fund Office shall keep a record of the names and social security numbers of those members of the bargaining unit who have received the safety training required by OSHA's HAZ COM regulations. The aforementioned records shall also, where provided by the Association, list the Employer providing said safety training.

(b) Upon receipt of appropriate information from the Association, the Fund Office shall keep a record of the name and social security number of those members of the bargaining unit who have completed I-9 forms or other Employment Verification forms that may be required by the U.S. Citizenship and Immigration Services. The aforementioned records shall also, where provided by the Association, list the Employers who obtained said I-9 form or other Employment Eligibility Verification form.

(c) The Employer agrees to indemnify and hold harmless the Union from any and all claims, actions or proceedings arising out of said record keeping as set forth in paragraphs XXXIV (a) and (b) above.

XXXV. SEVERABILITY AND SAVING CLAUSE

Should any part of or provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected.

The remaining parts or provisions shall remain in full force and effect.

XXXVI. MALE GENDER

The use of male gender nouns and pronouns herein is a convenience and they should be read to encompass both the male and female sexes.

XXXVII. EQUAL EMPLOYMENT OPPORTUNITY

"Equal employment opportunity" means the treatment of all employees and applicants for admission and/or employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotions, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment.

XXXVIII. SAFETY PROVISIONS

The Employer expressly agrees to comply with the rules relating to steel erection as set forth in Subpart R of the regulations promulgated by the U.S. Department of Labor pursuant to the provisions of the Occupational Safety and Health Act.

XXXIX. TERM OF AGREEMENT

This Agreement, with any amendments thereof made as provided for therein, shall begin July 1, 2008 and remain in full force and effect until midnight of June 30, 2011 and, unless written notice be given by either party to the other at least two (2) months prior to June 30, 2011 of a desire for a change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing by certified mail/return receipt requested given by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notice as hereinabove provided for in this article, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of New York, State of New York.

FOR LOCAL UNION NO. 580 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers:

By: [REDACTED]
Business - Manager,
Financial Secretary/Treasurer

By: [REDACTED]
President

FOR ALLIED BUILDING METAL INDUSTRIES, INC.

By: [REDACTED]
President

By: [REDACTED]
Executive Director

SCHEDULE "A"

A.C. Associates
124 Park Avenue - Box 506
Lyndhurst, NJ 07071
(201) 939-6866

Ahern Painting Contractors, Inc.
69-24 49th Avenue - P.O. Box 1070
Woodside, NY 11377
(718) 639-5880

American Bridge Company
One Bridge Plaza
Fort Lee, NJ 07024
(201) 592-1200

A-VAL Architectural Metal Corp.
240 Washington Street
Mt. Vernon, NY 10553
(914) 662-0300

BUDCO Enterprises, Inc.
145 Plant Avenue
Hauppauge, NY 11788
(631) 434-6500

Certified Fence Corp.
59 Grand Avenue
Harrison, NY 10528
(914) 381-5200

Coordinated Metals, Inc.
626 16th Street
Carlstadt, NJ 07072
(201) 460-7280

Cornell & Company, Inc.
P.O. Box 807
Woodbury, NJ 08096
(856) 742-1900

DCM Erectors, Inc.
110 East 42nd Street - Suite 1710
New York, NY 10017
(212) 599-1603

DeFoe Northeast, J/V
800 South Columbus Avenue
Mt. Vernon, NY 10550
(914) 699-7440

Empire City Iron Works
10-37 46th Road
Long Island City, NY 11101
(718) 361-0100

Enclos Corp.
2770 Blue Water Road
Eagan, MN 55121
(800) 831-1108

Falcon Steel Company, Inc.
P.O. Box 1567
Wilmington, DE 19899
(302) 571-0890

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Genetech Building Systems, Inc.
166 Industrial Loop Rd., Second Floor
Staten Island, NY 10309
(718) 227-0622

International Creative Metal, Inc.
37-28 61st Street
Woodside, NY 11377
(718) 899-7306

J.C. Steel Corporation
1229 Lakeland Avenue
Bohemia, NY 11716
(631) 563-3545

Kiewit Constructors, Inc.
470 Chestnut Ridge Road
Woodcliff Lake, NJ 07677
(201) 571-2500

Kiewit Constructors, Inc./Weeks Marine, J/V
470 Chestnut Ridge Road
Woodcliff Lake, NJ 07677
(201) 571-2500

Kiewit/Tully, J/V
65 E. 149th Street
Bronx, NY 10451
(718) 764-0388

Koch Skanska, Inc.
400 Roosevelt Avenue
Carteret, NJ 07008
(732) 969-1700

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A.J. McNulty & Co., Inc.
53-20 44th Street
Maspeth, NY 11378
(718) 784-1655

Ment Bros., I.W. Co., Inc.
150 West 22nd Street - 10th floor
New York, NY 10011
(212) 217-6500

Metal Teck, Inc.
2260 State Rd., Ste. 100
Bensalem, PA 19020
(215) 295-7761

Metralite Industries, Inc.
132-70 34th Avenue
Flushing, NY 11354
(718) 961-1770

Metropolitan Metals Corp.
214 West 29th Street
New York, NY 10001
(212) 563-7177

Metropolitan Walters, LLC
214 West 29th Street, Room 401
New York, NY 10001
(212) 563-7177

Metro Steel Erectors, Inc.
289 Scholes Street
Brooklyn, NY 11206
(718) 417-0600

Midlantic Erectors, Inc.
420 West First Avenue
Roselle, NJ 07203
(908) 241-7115

Nab Construction Corp.
112-20 14th Avenue
College Point, NY 11356
(718) 762-0001

Northeast Structural Steel, Inc.
107 Miller Place
Mt. Vernon, NY 10550
(914) 699-9900

Oriska Corp. General Contracting
104 East 40th Street, Ste. 508
New York, NY 10016
(212) 352-3259

Perini Corporation
1022 Lower South Street
Peekskill, NY 10566
(914) 739-1902

Perini/Tudor-Saliba II, J/V
1022 Lower South Street
Peekskill, NY 10566
(914) 739-1908

PII
3 Schoolhouse Lane
Waterford, NY 12188
(518) 233-1800

Plan Metal, Inc.
167-05 Powells Cove Blvd.
Whitestone, NY 11357
(718) 357-6405

Ponderosa Fence Enterprises, Inc.
110 Stewart Ave.
Hicksville, NY 11801
(516) 433-9471

Post Road Iron Works
345 W. Putnam Avenue
Greenwich, CT 06830
(203) 869-6322

Railroad Construction Co., Inc.
75-77 Grove Street
Paterson, NJ 07503
(973) 684- 0362

Residential Fences Corp.
1760 Rte. 25
P.O. Box 430
Ridge, NY 11961
(516) 924-3011

Royal Guard Fence Co., Inc.
550 Main Street
Westbury, NY 11590
(516) 334-7544

Solera Construction, Inc.
55 Webster Ave., Suite 303
New Rochelle, NY 10801
(914) 633-3300

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Solera/DCM Erectors, Inc., J/V
110 East 42nd Street - Ste. 1710
New York, NY 10017
(212) 599-1603

Tower Installation LLC
123 Day Hill Road - P.O. Box 767
Windsor, CT 06095
(860) 298-2000

United Iron, Inc.
Six Roslyn Place
Mt. Vernon, NY 10550
(914) 667-5700

Utopia Construction of NY Corp.
227 Willard Avenue
Farmingdale, NY 11735
(516) 647-4441

Village Dock, Inc.
18 Crescent Drive
Pt. Jefferson Sta., NY 11776
(516) 928-4104

W & W Glass Systems, Inc.
300 Airport Executive Park, Ste. 302
Nanuet, NY 10954
(845) 425-4000

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RIDER "A" ASSIGNMENT

[illegible]

Date _____

Date of Payment: 11/19-25/92; Interest: .027%/day from 11/11/92; Liquidated Damages: 7%; Attorney's Fees: -0-.

Date of Payment: 11/26-12/2/92; Interest: .027%/day from 11/11/92; Liquidated Damages: 10%; Attorney's Fees: The standard hourly attorney's fee rates.

Date of Payment: 12/03-09/92; Interest: .027%/day from 11/11/92; Liquidated Damages: 15%; Attorney's Fees: The standard hourly attorney's fee rates.

Date of Payment: 12/10 & thereafter; Interest: .027%/day from 11/11/92; Liquidated Damages: 20%; Attorney's Fees: The standard hourly attorney's fee rates.

Arbitration proceedings will be initiated on the fifteenth (15th) day following the original due date for payment. Pursuant to Section XXIX(g), once arbitration is initiated, the Employer must pay the cost of any necessary audit, plus the arbitration fee as determined by the arbitrator and made a part of the Award, plus arbitration costs and expenses, if any, plus reasonable attorney's fee in the amount of 25% of the indebtedness.

The Trustees have designated the Director of Audits and Collections to collect all delinquencies, late payments and penalties due the Funds.

If you have any questions concerning this matter, please call the Fund Office.

AGREEMENT

between

**THE MEMBERS OF THE
CONSTRUCTION INDUSTRY
COUNCIL OF WESTCHESTER
AND HUDSON VALLEY, INC.**

and

**THE INTERNATIONAL UNION
OF OPERATING ENGINEERS**

LOCAL 15-D, AFL-CIO



July 1, 2010 - June 30, 2014

AGREEMENT made the 1st day of July, 2010 by and between the Members of the Construction Industry Council of Westchester and Hudson Valley, Inc., (hereinafter "C.I.C.") who are signatories to this Agreement (hereinafter "EMPLOYER") and the International Union of Operating Engineers, Local 15D, AFL-CIO (hereinafter "UNION").

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

PURPOSES - DECLARATION OF PRINCIPLES

SECTION 1 - PURPOSES

The purposes for which this Agreement is entered into are as follows:

- (a). prevent strikes and lockouts;
- (b). facilitate peaceful adjustment of grievances and disputes between the Employer, Employee and Union;
- (c). prevent waste, unnecessary and avoidable delays, which result in unnecessary costs and expense to the Employer and the Union, and the loss of wages to the Employee;
- (d). enable the Employer to secure at all times sufficient forces of skilled workmen;
- (e). provide as far as possible for the continuous employment of labor;
- (f). provide that employment, hereunder, shall be in accordance with conditions and at wages herein agreed upon;
- (g). bring about stable conditions in the industry;

- (h). keep costs of work in the heavy construction industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder;
- (i). continue the custom and practice heretofore prevailing for many years on heavy construction work, excavation and building foundation work, (hereinafter "heavy construction work") of agreement as to the terms and conditions of employment and as to the necessary procedure for amicable adjustment of all disputes or questions that may arise.

SECTION 2 - DECLARATION OF PRINCIPLES

Both parties to this Agreement acknowledge that this Agreement is the uniform Agreement for the heavy construction industry and its execution will further the interests of said industry. This Agreement will be interpreted under the following principles:

- (a). that there shall be no limitations as to the amount of work an Employee shall perform during his working day, it being understood that said Employee shall perform a fair and honest day's work within the limits of safety;
- (b). that there shall be no restriction on the use of machinery, tools or appliances within the limits of safety;
- (c). that there shall be no restriction on the use of any raw or manufactured materials except prison-made;
- (d). that no person shall have the right to interfere with Employees or workmen

- during the working hours;
- (e). that Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wages agreed upon as hereinafter set forth in this Agreement;
- (f). that Employers are at liberty to employ and discharge whomsoever they see fit, and the Employer shall, at all times, be the sole judge as to the work to be performed and whether such work performed by an Employee is, or is not satisfactory;
- (g). that the C.I.C., the Employer and the Union agree that they have not and will not discriminate because of race, creed, color, sex or nationality against any individual;
- (h). the Union shall provide, when requested, qualified and skilled people to each job site;

SECTION 3 - COMPLETENESS OF AGREEMENT

It is understood that the Purposes and Declaration of Principles, herein set forth, are a part of this Agreement, and said Purposes and Principles govern all parties, hereto, in the performance, thereof and shall be complied with as conditions of this Agreement. The parties, hereto, enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect during the term hereof, the Purposes and Principles of this Agreement.

ARTICLE II JURISDICTION

This Agreement covers work performed by the Employer in Westchester and Hudson Valley on heavy construction work hereinafter defined in Article VIII.

If the Employer engages in any class of work not embodied in heavy construction work as hereinafter defined, both parties shall comply with all of the Union conditions then existing in that class of work.

ARTICLE III UNION SECURITY - UNION VISITATION

SECTION 1 - UNION SECURITY

The Employers shall employ for the work under its contract to be governed by this Agreement as provided in Article II, for the classification of work listed in Article IX, hereof, such Employees as it may designate, providing said Employees shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the case of new Employees, seven (7) days after the date of hiring, become members in good standing of the Union during the term of this Agreement. Such employment shall be under the terms, conditions and rates of wages, hereafter, provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all parties to this Agreement.

SECTION 2 - UNION VISITATION

Authorized representatives of the Union shall be allowed to visit jobs and interview the Employer and Employees covered by this Agreement, but shall in no way interfere with or hinder the progress of work.

ARTICLE IV TERM-RENEWAL

This Agreement shall continue in effect until and including June 30, 2014 and during each year, thereafter, unless on or before the fifteenth (15th) day of March, 2014 or on or before the fifteenth (15th) day of March of any year thereafter, written notice of termination or proposed changes shall have been served by either party on the other party.

In the event that written notice shall have been served, an Agreement supplemental, hereto, embodying such changes agreed upon, shall be drawn up and signed by June 30th of the year in which the notice shall have been served.

ARTICLE V DISPUTES

SECTION 1 - NO LOCKOUT, STRIKE, WORK STOPPAGE

It is hereby agreed that no question or dispute or breach of this Agreement which may be caused by any of the parties hereto, shall be the occasion for or cause of any lockout, strike or work stoppage, except as expressly provided for herein.

The Employer expressly agrees that it will not lock out its Employees covered by this Agreement. The Union expressly agrees not to strike or in any other manner stop or hinder work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, except as expressly provided for herein, both parties agreeing to settle any question or dispute that may arise from any of the parties, hereto, by submitting

same for determination as herein provided, with the expressed Agreement that the parties hereto will honor, obey, be bound by and carry out such decision or determination as upon any question or dispute which may be submitted.

The Union will not call any strike or stoppage during the term of this Agreement except for:

- (1). The Employer's refusal to submit a matter to arbitration, pursuant to the arbitration clause of this Agreement.
- (2). The Employer's failure to comply with any decision of any Board of Arbitration or Arbitrator established hereunder within five (5) working days after such decision, if decision involves back pay, then compliance shall be within ten (10) working days unless appealed to a court of competent jurisdiction, which grants a stay, and any other reason explicitly provided for in this Agreement.
- (3). Anything in this Agreement to the contrary, notwithstanding, the parties specifically agree that the Employees may honor and refuse to cross a picket line placed by another Building and/or Construction Trades Union, which as of the date of this Agreement is a member of the Building Construction Trades Council of Greater New York (B.C.T.C.), without violation of this Agreement until or unless such picket line shall be found unlawful and/or is restrained in any way by a court of competent jurisdiction.

SECTION 2 - PROCEDURES OF GRIEVANCE - ARBITRATION

For the purpose of settling disputes between the parties hereto, as to any claims of violation of this Agreement, or of any dispute or breach that may arise in connection therewith, or for construing the terms and provisions thereof, the following procedure is established:

- (a). Either party may advise the other of an alleged grievance, in writing, and the party alleging the grievance may call for a meeting to be held not less than 24 hours after receipt of the grievance notice. The Board deciding the grievance shall consist of two (2) representatives of each party. No member of the Board may be the individual grievant of the Local Union involved in the grievance or the Employer involved in the grievance. Both parties to the grievance shall be given full opportunity to be heard and present witnesses. The grievance shall be resolved by majority decision. If the grievance is not resolved within 72 hours of notification thereof, as set forth above, or if the agreement reached is not complied with by the guilty party within 24 hours after notification of the Agreement, either party may proceed to arbitration immediately.
- (b). Any grievance not resolved pursuant to (a) above, shall be submitted to arbitration before a single arbitrator. The arbitrator shall serve, in order, from a panel of four as follows:

- (1). John Crotty
- (2). Joseph Kaming, Esq.
- (3). Thomas Hanrahan
- (4). Ben Falcigno

Two to be picked by the Union and two by the C.I.C. All arbitrators selected and their successors must be unanimously agreed upon by the parties. The four will serve to the end of this Agreement.

If any arbitrator is not available to serve for any reason, the next one on the list shall serve. The arbitrator shall conduct a hearing in such a manner as he shall consider proper and shall serve as sole arbitrator of the dispute between the parties. After all the parties concerned have been notified in writing at least five (5) days prior to a hearing, the arbitrator shall have the right to conduct an ex-parte hearing in the event of the failure of either party to be present at the time and place designated for the arbitration, and shall have the power to render a decision based on the testimony before him at such hearing. The decision of the arbitrator shall be final and binding upon both parties and may be entered as a final decree or judgment in the Supreme Court of the State of New York or in a court of appropriate jurisdiction in any state where such decision shall be rendered. The costs of arbitration, including the arbitrator's fees, shall be borne equally by the C.I.C. and the Union. Service of any document or notice referred to above or service of any notice required by law in connection with arbitration proceedings, may be made by registered or certified mail. Service upon the Employer shall be made on the individual Employer and the C.I.C.

- (c). This Article is not, in any manner, meant to prohibit or restrict the Union's right to strike or withhold services upon the expiration of this Agreement.

SECTION 3

The C.I.C. and Union will form a Standing Committee to review, monitor and immediately act on all Health and Safety questions brought to the Committee in accordance with applicable law.

The Unions designate the Business Managers of Local 14 and 15 as the Union Members of this Committee. The C.I.C. stated its President would appoint two (2) C.I.C. Committee Members.

ARTICLE VI JURISDICTIONAL DISPUTES

SECTION 1 - HEAVY CONSTRUCTION INDUSTRY JURISDICTIONAL PANEL

The Union and the C.I.C. shall establish as soon as possible, a Heavy Construction Industry Jurisdictional Panel. Said Panel will consist of representatives of all the Unions who have agreed to same and an equal number of representatives of the C.I.C. The Panel will be fully empowered to render final and binding decisions on all jurisdictional matters in the heavy construction industry.

SECTION 2 - TERMINATION OF EMPLOYMENT DURING WORK STOPPAGE

In the event of any stoppage of work caused by any Union or Unions connected with the AFL-CIO, the Employer may pay off its Employees at the end of the workday on which the stoppage occurs, and will not have to pay these Employees for any time during the period of the work stoppage.

SECTION 3 - NO WORK STOPPAGE

It is agreed that when a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO, and the trade in possession of the work shall proceed with the job and the question in dispute shall be submitted by the trades to the Board, as established in Section 1 above.

ARTICLE VII OTHER UNION AGREEMENTS

It is agreed that the Union will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in heavy construction work.

ARTICLE VIII HEAVY CONSTRUCTION WORK - EMPLOYEES COVERED

SECTION 1 - HEAVY CONSTRUCTION WORK

Heavy Construction work, where referred to in this Agreement, is hereby defined as the construction of engineering structures and building foundations, exclusive of the erection of building superstructures,

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since this latter work is agreed to be a separate and distinct branch of the construction industry.

Heavy construction layout, including all layout for neat lines, rough excavation, footings, piers, piles, caissons, anchor bolts, base plates, walls, major imbedded items, slurry walls and any other procedures or items that require layout, shall be the jurisdiction of Local 15D, International Union of Operating Engineers.

The term "layout" shall include all line and grade for vertical and horizontal control.

SECTION 2 - EMPLOYEES COVERED

This Agreement is applicable to qualified Employees customarily and regularly engaged in field survey work, and shall not apply to any field survey work beyond the control of the Employer.

The Union agrees that it will not interfere with customs and practices of the Heavy/Building Construction Industry.

All survey instruments such as transits, levels, theodolites, lasers, piezometers, fathometers, distomat, geodimeters and any similar type E.D.M. equipment used to establish, check or maintain line and grade, including the setting up of any robotic and laser scanning survey equipment and all GPS survey equipment, shall be covered by Employees covered by this Agreement and shall be the jurisdiction of Local 15D, International Union of Operating Engineers. The term survey instruments shall not be limited to the above-mentioned equipment.

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ARTICLE IX WAGES AND CONDITIONS

SECTION 1 - HOURS OF WORK

Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work.

Any failure to work these hours gives the Employer the right to pay only for the hours actually worked.

If a new Employee has not been ordered out on the previous workday, consideration shall be made if there is a late arrival. At the start of the workday or shift, each man shall be at his place of work and shall remain productively employed until the end of his scheduled shift.

At the commencement of employment, an Employee will be paid for days actually worked in the payroll week. At the termination of employment, an Employee will be paid for days actually worked in the payroll week.

If an Employee is laid off from his work assignment or his services are not utilized and he is subsequently rehired or his services are again utilized within five (5) consecutive working days for the same work assignment, said Employee shall be paid for the actual working days for which he was not employed or utilized, if he was not employed by another Employer during the layoff period.

SECTION 2 - SHIFTS

- (a). A single shift shall be a continuous nine (9) hours, starting 8:00 a.m., except when necessary to conform with the provisions of this Article IX, Section 7, including one (1) hour for mealtime. The mealtime may be curtailed by one-half (1/2) hour.
- (b). When two (2) shifts are employed, the work period for each shift shall be a continuous eight (8) hours.
- (c). When three (3) shifts are employed, each shift will work seven and one-half (7 1/2) hours but will be paid for eight (8) hours, since only one-half (1/2) hour is allowed for mealtime.
- (d). When two (2) or more shifts are employed, single time will be paid for each shift.
- (e). A week shall start at 8:00 a.m. Monday and end at 8:00 a.m. Saturday, except when necessary to conform with the provisions of this Article IX, Section 7, Subdivision (a).
- (f). When an Employee is ordered out and reports on a Saturday, Sunday and Holidays, he shall receive eight (8) hours' pay at the appropriate rate for that day, provided he performs work within the jurisdiction of this Agreement. If the man leaves the work site of his own volition, he shall not be paid.
- (g). All off shift work shall be paid at the rate of time and one-half for wages and time and one-half for fringes.

SECTION 3 - PAYMENT OF WAGES

All wages payable under this Agreement shall become due and be paid on the job every week and not more than three (3) days' pay shall be held back. Wages shall be paid at the Employer's option either in cash or by check, provided the check is a Todd Insured ABC System Payroll Check or a similar type of check, and the delivery of the checks shall be made at least one (1) day preceding a banking day.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Employee shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular payday.

SECTION 4 - OVERTIME

Time and one-half shall be paid for all work performed in excess of eight (8) hours per day, for all work performed in excess of forty (40) hours per week and for the first eight (8) hours of work on a Saturday.

Double time shall be paid for all work in excess of eight (8) hours on Saturday and for all work performed on Sundays and Holidays.

SECTION 5 - HOLIDAYS

Holidays to be observed as such are:

New Year's Day
Lincoln's Birthday
Washington's Birthday (3rd Monday in February)
Memorial Day (Decoration Day)
Fourth of July (Independence Day)
Labor Day
Columbus Day
Armistice Day (Veteran's Day)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- (a). All Employees covered by this Agreement shall receive eight (8) hours' pay at the single time rate for any of the above-mentioned Holidays even if occurring on a Saturday. If an above-mentioned Holiday occurs on a Sunday, it should be observed on the following Monday. If any above-mentioned Holiday occurs on a Saturday, Employees, except for Employees manning continuous operations, shall not perform any work on said Saturday, without prior permission of a Union Business Representative being rendered to the Employer, and such permission shall not be unreasonably denied. If it is necessary for the Employees covered by this Agreement to work on any of the above-mentioned Holidays, even if the Holiday occurs on a Saturday or Sunday, compensation shall

be only at the double time rate, and at the rate of triple time when working with members of the Laborers International Union of North America, AFL-CIO (hereinafter "Laborers International") employed on tunnel work when said members of the Laborers International are so paid triple time. To be paid for any of the above-mentioned Holidays without working, Employees must work at least one (1) day in the payroll week in which the Holiday occurs. No Employee shall receive pay for any Holiday from more than one (1) Employer.

- (b). Where the workday ends at 8:00 a.m. on a Saturday or a Sunday or a Holiday, the Employer may at his discretion define Saturdays, Sundays and Holidays as beginning at 8:00 a.m. of the Saturday or the Sunday or the Holiday and continuing until 8:00 a.m. of the following day, except when necessary to conform to the provisions of paragraph (a) of Section 7 of this Article IX.

SECTION 6 - WAGES

The rates of wages to be paid Employees covered by this Agreement shall be as follows:

PARTY CHIEF

Effective Date	7/1/10 - 6/30/11	7/1/11 - 6/30/12	7/1/12 - 6/30/13	7/1/13 - 6/30/14
Hourly Wage	\$54.54	<u>\$314*</u>	<u>\$314*</u>	<u>\$314*</u>
Fringe Benefits	<u>\$27.00</u>			
Total	\$81.54			
W.H.C.I.A.F	\$.025			

INSTRUMENT MAN

Effective Date	7/1/10 - 6/30/11	7/1/11 - 6/30/12	7/1/12 - 6/30/13	7/1/13 - 6/30/14
Hourly Wage	\$40.18	<u>\$2.55*</u>	<u>\$2.55*</u>	<u>\$2.55*</u>
Fringe Benefits	<u>\$27.00</u>			
Total	\$67.18			
W.H.C.I.A.F	\$.025			

RODMAN

Effective Date	7/1/10 - 6/30/11	7/1/11 - 6/30/12	7/1/12 - 6/30/13	7/1/13 - 6/30/14
Hourly Wage	\$33.61	<u>\$2.33*</u>	<u>\$2.33*</u>	<u>\$2.33*</u>
Fringe Benefits	<u>\$27.00</u>			
Total	\$60.61			
W.H.C.I.A.F	\$.025			

*The allocation of all negotiated sums shall be mutually agreed upon by the Union and the Employer.

It is agreed the amount of wage increases set forth in this Agreement and as between this Agreement and the prior Agreement will be given to all Employees covered by this Agreement regardless of the fact that certain individual Employees are being paid over the minimum rate of their classification.

SECTION 7 - CONDITIONS - VARYING SHIFT COMMENCEMENT

- (a). It is understood and agreed that because of job logistics, statutes, laws, ordinances, regulations and contractual requirements of various Federal, State, City and public authorities, governing the performance of work covered by this Agreement, requiring the varying of shift commencement, shift hours shall be varied between 7:00 a.m. and 9:00 a.m. for all work crew to conform with said job logistics, statutes, laws, ordinances, regulations and contractual requirements and such shift work will be paid for at the single time rate, in conformity with the terms contained in this Agreement. It is also agreed that on tide work, a shift period may be between 7:00 a.m. and 6:00 p.m. and, furthermore, if the Employer receives prior permission of the Union, the Employer may commence a shift involving tide work at 6:00 a.m.
- (b). Each field party shall have a working Chief of Party who shall perform any work function as provided for under this Agreement which may be assigned to him. However, certain field work

assignments will not require a Chief of Party, such as settlement work, pile cutoff work, grade stake replacing and gauge reading.

- (c). If an Employer designates an Employee other than a driller to keep progress reports with respect to a churn drilling machine utilized on caissons, said Employee shall be covered by this Agreement.
- (d). While a transit or a level or a theodolite is used for settlement work such as load tests, an Instrument Man covered under this Agreement shall be required to assist in the operation of said tests on the job site during the period when the transit or level or theodolite is utilized. Said Instrument Man will, at all times be transferable among the Employer's projects.
- (e). A Rodman cannot be used as an Instrument Man, except when training under the direction of an Instrument Man.
- (f). If an Employee agrees to use his personal vehicle to perform his duties during the workday, he shall be compensated at the rate of fifty dollars (\$50.00) per day for use of said vehicle. It shall not be a condition of employment for an Employee to use his personal vehicle.
- (g). If it is necessary for an Employee covered by this Agreement to work in inclement weather, the Employer shall furnish their Employees with suitable raingear: hats, coats, pants and boots.

- (h). The Employer shall make available on the job site a change house suitable and adequate to change clothes and keep tools, if supplied to other trades.
- (i). Drug Testing
The Employer and Union agree that when required by a contract of any City, State, Federal and/or quasi public agency or public utility to test the Employees covered by this Agreement for drugs and/or alcohol abuse, they shall comply.
- (j). Employee Assistance Program
Labor and Management agree that they will form an Employee Assistance Program. If this program is found to be illegal, then another program shall be developed to conform to all laws and regulations. Program to be in place no later than January 1, 1991.
- 1. Where an Employer has reasonable cause to believe that an Employee is a drug abuser, substance abuser or alcohol abuser, the Employer can suspend the suspected abuser, with pay not to exceed three (3) days, and require that the Employee meet with the Union's Employee Assistance Program Director.
- 2. The Union's Employee Assistance Program Director will arrange for testing of the suspected abuser to determine whether the Employee has a drug, substance or alcohol abuse problem.
- 3. If the test reveals that the Employee is not a drug, substance or alcohol abuser, the Employee shall be immediately returned to work.

- 4. If the test reveals that the Employee is a drug, substance or alcohol abuser, he will be suspended with no pay and the Employee will be given the opportunity to participate in a rehabilitation program to suit his individual needs under the guidance of the Union's Employee Assistance Program Director.
- 5. If the Employee completes the rehabilitation program and, subsequently tests clean of drug, substance or alcohol abuse, the Employee shall be returned to his previous position.
- 6. Should the Employee fail to meet with the Union's Employee Assistance Program Director or refuses to submit to testing for drug, substance or alcohol abuse, or refuses to participate in the Drug Free Workplace Program, or the Detoxification Program after testing positive for drug, substance or alcohol abuse, the Employee shall be terminated without recourse to the grievance procedure contained in the Collective Bargaining Agreement between the parties.
- 7. The cost of testing, detoxification or other services will be paid by the Local 15 Employee Assistance Program or by the Local 15 Welfare Fund.
- 8. It is agreed that the procedure set forth above shall be the exclusive procedure for resolving disputes concerning drug, substance or alcohol abuse and testing.
- (k). When a boat is used for surveying purposes, the boat shall be operated by the survey crew.

SECTION 8 - TUNNEL WORK

(a). Employees covered by this Agreement when actually working in shafts and tunnels employing Employees covered by the Compressed Air and Free Air Tunnel Workers Union, Local 147, AFL-CIO (hereinafter "Local 147 Agreement") must continue to perform their work duties at the Employer's option in accordance with the present procedures and pay premiums established under the Local 147 Agreement as to:

- 1). Hours of work
 - i). Free Air Tunnel Projects - eight (8) hours per day.
 - ii). Compressed Air Tunnel Projects - six (6) hours per day for Employees on call to work under compressed air daily; said Employees will remain in compressed air for a period not to exceed the following schedule:

Maximum Hours Working in Compressed Air Exclusive of Decompression Time

Degree of Pressure	
0 lb. but less than 18 lbs.	4
18 lbs. but less than 26 lbs.	4
26 lbs. but less than 31 lbs.	3
31 lbs. but less than 36 lbs.	2
36 lbs. but less than 41 lbs.	1/2
41 lbs. but less than 46 lbs.	1
46 lbs. but less than 50 lbs.	Emergency

During the period an Employee is not working under compressed air, he will perform all required duties during his six (6) hours per day shift.

Employees who are not on call to work under compressed air daily, shall work eight (8) hour per day shifts.

- 2). Tunnel Work - shooting cycle;
- 3). Lunch Period and Assignment of Employees to a Lunch Period;
- 4). Lunch Period in the Tunnel;
- 5). Relieving of Gangs at the heading or working points designated by the Employer.
- (b). On multiple shift tunnel work, the Employer will employ in the tunnel, a Shift Engineer on all shifts whose duties

will include incidental survey work and such other duties as the Employer may assign, such as advancing line and grade, the general practice of painting the heading and working with the survey crew when said crew is working in the hole provided his services are not needed in the heading and record keeping.

- (c). This Shift Engineer shall not be a supervisor or managerial Employee, nor shall he be regarded as a Project Engineer nor Assistant Project Engineer and such Engineers are specifically excluded from this Agreement. When the work in the tunnel, as determined by both parties, does not warrant the employment of this Shift Engineer, the Employer will not be obliged to employ the Shift Engineer. The survey crew or Shift Engineer will set up and remove the laser on all projects. While the laser is in operation, it will be covered by a Shift Engineer or a member of the survey crew on the job. If more than one laser is utilized by an Employer, it will be covered by the Shift Engineer or survey crew in accordance with job needs.
- (d). The Employer shall make available on the job site a heated change house with hot and cold water and individual lockers when given to other trades.
- (e). Local 15D agrees that there shall not be any premiums paid for use of a Mole and or Digger Shield in tunnel work.

ARTICLE X INTENT OF AGREEMENT

SECTION 1 - SPIRIT OF AGREEMENT

This Agreement and all of its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the construction industry, and the language, herein, shall not be misconstrued to evade the principles or intent of this Agreement.

SECTION 2 - BINDING SUBCONTRACTORS AND OTHER FIRMS

The terms, covenants and conditions of this Agreement, shall be binding upon all subcontractors at the site to whom the Employer may have sublet all or part of any contract entered into by the Employer.

The Employer stipulates that any firm engaging in heavy construction in which it has or acquires a financial interest, shall be bound by all the terms and conditions of this Agreement.

SECTION 3 - EXECUTION OF AGREEMENT

This Agreement shall be executed by both parties, hereto, and countersigned by the duly authorized officers of the International body or bodies governing the Local Union.

ARTICLE XI FRINGE BENEFIT FUNDS

SECTION 1 - WELFARE FUND CONTRIBUTION

Commencing July 1, 2010 and continuing through June 30, 2014, the Employer agrees to pay the amounts indicated, herein, on the straight-time and premium time payroll of the Employees covered under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Welfare Fund of the International Union of Operating Engineers, Local 15, 15A, 15C, 15D (hereinafter "Welfare Fund") to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contributions from either the Employer or the Employee, an approved plan of coverage as required by the New York -- New Jersey State Disability Benefits Law.

SECTION 2 - PENSION FUND CONTRIBUTION

Commencing July 1, 2010 and continuing through June 30, 2014, the Employer agrees to pay the amounts indicated, herein, on the straight-time payroll of the Employees working under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Pension Fund of the International Union of Operating Engineers, Local 15, 15A, 15C, 15D (hereinafter "Pension Fund") to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers.

SECTION 3 - COMPUTATION AND ADDITIONAL COVERAGE

(A) COMPUTATION OF WELFARE AND PENSION FUND CONTRIBUTIONS

Contributions for the Welfare and Pension Funds as provided herein shall be:

Welfare Fund
7/1/10-6/30/11

\$6.25 per hour

7/1/11-6/30/14

to be determined*

Pension Fund
7/1/10-6/30/11

\$5.90 per hour

7/1/11-6/30/14

to be determined*

* Any additional increase in the Funds shall come from negotiated increases due July 1, 2012, July 1, 2013 and July 1, 2014

Pension Fund contributions, for the period July 1, 2010 through June 30, 2014, are to be made on the straight-time payroll of each Employee, and no contribution shall be made on the premium portion of the double time or overtime payroll.

(B) COVERAGE OF ADDITIONAL EMPLOYEES UNDER THE WELFARE AND PENSION PLAN

Every present and future salaried regular Employee of the Union, the Welfare Fund, the Pension Fund, the Vacation Fund, the Annuity Fund, the Apprentice Fund and Training Fund may participate in the benefits provided herein for Employees of

the Employer for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said Employees of the Union, the Welfare Fund, the Pension Fund, the Vacation Fund, the Annuity Fund, the Apprentice Fund and the Training Fund by the respective Employers of said Employees on the basis of actual hours paid to them or the maximum rate required to be paid pursuant to this Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in benefits under the Welfare Fund provided contributions on their behalf are made by Local 15, 15A. Coverage for the Employees of the Welfare Fund and Pension Fund may be indicated in the records of the respective Funds without actual payment of contributions on their behalf.

SECTION 4 - VACATION FUND CONTRIBUTION

Commencing July 1, 2010 and continuing through June 30, 2014, the Employer agrees to pay the sum of:

- Two Dollars and Fifty Five Cents (\$2.55) per hour for each single time hour paid for the Contribution. (includes Five Cents (\$0.05) per hour for each single time hour paid for the Political Action Committee Fund.)
- Three Dollars and Eighty Three Cents (\$3.83) per hour for each time and one-half hour paid for the Vacation Fund Contribution. (includes Seven and one-half Cents (\$0.075) per hour for each single time hour paid for the Political Action Committee Fund.)

- Five Dollars and Ten Cents (\$5.10) per hour for each double time hour paid for the Vacation Fund Contribution (includes Ten Cents (\$0.10) per hour for each double time hour paid for the Political Action Committee Fund.)

- Any additional increase in the Funds shall come from negotiated increases due July 1, 2012, July 1, 2013 and July 1, 2014

to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Local 15D in stamps purchased from a United States Treasury-approved International Union of Operating Engineers, Local 15, 15A, 15D Vacation Fund (hereinafter "Local 15, 15A, 15D Vacation Fund"). Said stamps are to be placed in the Employee's weekly pay envelope and shall be cashed by Local 15, 15A, 15D Vacation Fund at such times designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of Local 15, 15A, 15D Vacation Fund may determine as well as for the organization and administration of the Local 15, 15A, 15D Vacation Fund. The Local 15, 15A, 15D Vacation Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Local 15, 15A, 15D and one-half by the Employers pursuant to an Agreement and Declaration of Trust.

SECTION 5 - APPRENTICE AND TRAINING FUND CONTRIBUTION

Commencing July 1, 2010 and continuing through June 30, 2014, the Employer agrees to pay the sum of:

- Thirty Cents (\$0.30) per hour for each single time hour paid;
- Forty Five Cents (\$0.45) per hour for each time and one-half hour paid;
- Sixty Cents (\$0.60) per hour for each double time hour paid;

to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Local 15D in stamps purchased from an applicable governmental-approved International Union of Operating Engineers, Local 15, 15A, 15D Apprenticeship, Skill Improvement and Safety Fund (hereinafter "Apprentice Fund"). Said stamps are to be placed in the Employee's weekly pay envelope and shall be remitted to the Apprentice Fund by the Employee at such times designated by the Trustees. Contributions of the Employers shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Apprentice Fund may determine as well as for the organization and administration of the Apprentice Fund. The Apprentice Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Local 15, 15A, 15D and one-half by the Employers pursuant to an Agreement and Declaration of Trust.

Any additional increase in the funds shall come from negotiated increases due July 1, 2011, July 1, 2012 and July 1, 2013.

SECTION 6 - DUES CHECKOFF

The Employer agrees to pay for each Employee covered by this Agreement working under any of the classifications as set forth in Article IX, Section 6(a) herein and territorial jurisdiction of Local 15D and pay to said Local 15D after proper execution by each Employee and authorization for the sum of:

Commencing July 1, 2010:

- One Dollar and Fifty Cents (\$1.50) per hour for each single time hour paid;
- Two Dollars and Twenty Five Cents (\$2.25) per hour for each time and one-half hour paid;
- Three Dollars (3.00) per hour for each double time hour paid;

which sums shall constitute a part of said Employee's Local 15, 15A, 15D Union Dues. Local 15, 15A, 15D agrees to indemnify and to hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said Dues Checkoff.

Any additional increase in the funds shall come from negotiated increases due July 1, 2011, July 1, 2012 and July 1, 2013.

SECTION 7 - ANNUITY FUND CONTRIBUTION

Commencing July 1, 2010 and continuing through June 30, 2011, the Employer agrees to pay the sum of:

- Nine Dollars and seventy five cents (\$9.75) per hour for each single time hour paid;
- Fourteen Dollars and sixty three cents (\$14.63) per hour for each time and one-half hour paid;
- Nineteen Dollars and fifty cents (\$19.50) per hour for each double time hour paid

Any additional increase in the funds shall come from negotiated increases due July 1, 2011, July 1, 2012 and July 1, 2013.

to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Local 15D, in stamps purchased from a United States Treasury-approved joint International Union of Operating Engineers, Local 15, 15A, 15D Annuity Fund (hereinafter "Local 15, 15A, 15D Annuity Fund"). Said stamps are to be placed in the Employee's weekly pay envelope and shall be remitted to the Local 15, 15A, 15D Annuity Fund by the Employer at such times as designated by the Trustees.

Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Annuity Fund may determine, as well as for the organization and administration of the Annuity Fund. The Annuity Fund shall be administered jointly by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers, pursuant to an Agreement and Declaration of Trust. For the purpose of this Section 7, Local 15, 15A, 15C and 15D shall be considered a contributing Employer and shall make contributions on behalf of its full-time Employees who are not members of another Union for Collective Bargaining Purposes.

SECTION 8 - CONSOLIDATED STAMP

Payment to the Local 15, 15A, 15D Pension Fund, Welfare Fund, Vacation Fund, Training Fund, Annuity Fund and Dues Checkoff shall be by the purchase of a Consolidated Stamp.

Payment to the Heavy Construction Industry Fund and the Pension Contribution Liability Insurance is by a separate check.

SECTION 9 - WESTCHESTER HEAVY CONSTRUCTION INDUSTRY FUND

In order to adequately protect the heavy construction industry and in the interests of the Employees in the industry, effective July 1, 2010, each Employer shall contribute to the Westchester Heavy Construction Industry Fund, Twenty Five Cents (\$0.25) per hour applied only to the straight-time payroll of each Employee. No contributions shall be made to this Fund on the premium portion of double time or overtime of the payroll of the Employees covered by this Agreement.

This Fund is designed for but not limited to the following purposes:

- (1). to increase employment opportunities through promotional activities which will increase the use of the industry and its Employees covered under this Agreement;
- (2). to acquaint Employers and Employees with the most efficient safety regulations for the safety of the Employees as well as for the training of Employees in first aid and other safety programs;
- (3). to provide financial aid, guidance and assistance to the New York Plan for Training to assist the training of minorities and women for employment in the industry in conformity with various governmental regulations;
- (4). to conduct educational research directed at the utilization of new and safer machines and equipment for the protection of Employees covered under this Agreement;

- (5). to provide and further sound industry labor relations through setting up and conducting Grievance Panels and Arbitrations for the expeditious and equitable hearings of the grievances of Employees covered, herein;
- (6). to assist in defraying the costs of the time spent by Trustees representing management in connection with their work for the attendance at Trustee Meetings of the Pension Fund, Welfare Fund, Vacation Fund, Training Fund and Annuity Fund on behalf of and for the benefit of the Employees covered, herein;
- (7). for the administrative costs in supervising and administering the above on behalf of this Fund;

Payment to this Fund shall be by separate check to the order of the Westchester Heavy Construction Industry Fund and shall be included with payment for the Fringe Benefit Stamps with all costs for clerical, legal and administrative services to be borne solely by the Westchester Heavy Construction Industry Fund. The Fund agrees to indemnify and to hold harmless the Union from any and all claims, actions and/or proceedings arising out of said Fund.

There shall be no commingling of the check with the Funds of the Union.

Each Employer voluntarily authorizes the collection of the contribution of Fifteen Cents (\$0.15) per hour to this Fund, and each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the Westchester Heavy Construction Industry Fund and by all By-laws adopted to regulate said Fund.

SECTION 10

The Employer is bound by all terms and conditions of the Agreement and Declaration of Trust and Plan with respect to each of the Fringe Benefit Funds, which Agreement and Declaration of Trust and Plan are hereby made part of this Agreement and shall be considered as incorporated, herein.

SECTION 11

The Employer agrees to provide the Union with Reporting Forms three (3) times per year (April, August and December). Said reports will show name, social security number and hours and overtime hours worked.

SECTION 12 - POLITICAL ACTION COMMITTEE

Commencing July 1, 2010 and continuing through June 30, 2011, the Employer agrees that there has been deducted from the wages of each Employee covered by this Agreement, working under any of the classifications as set forth in Article IX, Section 6 (b) herein, and territorial jurisdiction of Local 15D after proper execution by each Employee of an authorization for the sum of;

- Five Cents (\$0.05) per hour for each single time hour paid;
- Seven and One Half Cents (\$0.075) per hour for each time and one-half hour paid;
- Ten Cents (\$0.10) per hour for each double time hour paid;

Local 15D agrees to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said Political Action Committee.

Payment of said Political Action Committee Fund shall be by the purchase of a consolidated stamp.

ARTICLE XII WORK STOPPAGE FOR DEFAULT IN WELFARE AND PENSION CONTRIBUTIONS

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in Article XI of this Agreement and reasonable notice of such default is given to the Employer, the Union may remove the Employees from the work of said Employers. If said Employees who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

ARTICLE XIII LEGALITY

Any provision of this Agreement which provides for union security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby, is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are, hereby, declared to be of no force or effect because of restrictions imposed by law, is or are determined either by act of Congress or other legislative enactments or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement.

In the event that there shall be changes in applicable laws as to union security, the parties shall renegotiate any provisions concerning Union security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE XIV INSURANCE

The Employer, by virtue of signing this Agreement, agrees to obtain "Broad Form Comprehensive General Liability Endorsement -- Additional Person Insured" for Employees under this Agreement. This coverage is provided only during the term of this Agreement.

Each Employer shall furnish a written confirmation of this coverage to the Union.

IN WITNESS WHEREOF, the parties hereto have hereunder signed this Agreement by their duly authorized representatives, the day and year first above written.

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 15-D, AFL-CIO

By: James T. Callahan
President and Business Manager

By: Brian S. Kelly
Recording Corresponding Secretary

By: Robert G. Shaw
Business Representative

By: Anthony LaRosa
Business Representative

FOR, AND BEHALF OF, AND AUTHORIZED BY THE MEMBERS OF THE CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER & HUDSON VALLEY, INC.

By: Ross Pepe
President

NOTES

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**



LOCAL 15D

Affiliated with the AFL-CIO
265 WEST 14TH STREET
NEW YORK, NY 10011-7193

TELEPHONE

(212) 929-5327

FAX

(212) 206-0357

ANNUITY FUND & VACATION FUND

(212) 924-6740

BENEFIT FUNDS

(212) 255-7657

IDC TRAINING SCHOOL

(718) 855-3661

TERRITORY COVERED

Construction work in New York City, i.e. Boroughs of Manhattan, Bronx, Richmond, Queens and Brooklyn; Westchester and Putnam Counties and that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie and Nassau and Suffolk Counties.

WAGE SCALE SCHEDULE

July 1, 2011 to June 30, 2014



OVERTIME

HEAVY CONSTRUCTION

Time and one-half shall be paid for all work performed in excess of eight (8) hours per day, for all work performed in excess of forty (40) hours per week and for the first eight (8) hours of work on Saturday.

Double time shall be paid for all work in excess of eight (8) hours on Saturday and for all work performed on Sundays and Holidays.

BUILDING CONSTRUCTION

The same as Heavy Construction except on a seven (7) hour day and a thirty-five (35) hour week basis.

HOLIDAYS

Legal holidays to be observed are such are:

New Year's Day, ****Lincoln's Birthday**, Presidents' Day, ****Good Friday (Steel Erection & Cement League only)**, Memorial Day, Independence Day, Labor Day, Columbus Day, ***Election Day**, Veteran's Day (Armistice Day), Thanksgiving Day and Christmas Day. If a man works at least one (1) day in the payroll week in which any of the above Holidays occur, he shall be paid for the Holiday. If a Holiday falls on Saturday, it shall be considered a paid Holiday. If a Holiday occurs on a Sunday, it will be observed on the following Monday.

* Please note that the Election Day Holiday has been exchanged for the Day after Thanksgiving for the B.C.A., G.C.A., C.I.C., CAGNY, LICA and the Cement League.

** Please note that the Lincoln's Birthday Holiday has been exchanged for Good Friday in the Cement League Agreement.

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HEAVY CONSTRUCTION
(40 HOUR WEEK)

Construction of Roads, Tunnels, Bridges,
Building Foundations, Engineering
Structures, etc.

NEW YORK CITY

PARTY CHIEF

July 1, 2011		\$58.45
July 1, 2012	increase of	\$3.22
July 1, 2013	increase of	\$3.22

INSTRUMENT MAN

July 1, 2011		\$43.06
July 1, 2012	increase of	\$2.61
July 1, 2013	increase of	\$2.61

RODMAN

July 1, 2011		\$36.11
July 1, 2012	increase of	\$2.39
July 1, 2013	increase of	\$2.39

IN ADDITION TO THE ABOVE RATES,
EMPLOYEES RECIEVE A FRINGE
BENEFIT STAMP VALUED
AT \$28.39 PER HOUR.

HEAVY CONSTRUCTION

(40 HOUR WEEK)

Construction of Roads, Tunnels, Bridges,
Building Foundations, Engineering
Structures, etc.

WESTCHESTER - PUTNAM - DUTCHESS

PARTY CHIEF

July 1, 2011		\$56.29
July 1, 2012	increase of	\$3.14
July 1, 2013	increase of	\$3.14

INSTRUMENT MAN

July 1, 2011		\$41.34
July 1, 2012	increase of	\$2.55
July 1, 2013	increase of	\$2.55

RODMAN

July 1, 2011		\$34.55
July 1, 2012	increase of	\$2.33
July 1, 2013	increase of	\$2.33

IN ADDITION TO THE ABOVE RATES,
EMPLOYEES RECIEVE A FRINGE
BENEFIT STAMP VALUED
AT \$28.39 PER HOUR.

HEAVY CONSTRUCTION

(40 HOUR WEEK)

Construction of Roads, Tunnels, Bridges,
Building Foundations, Engineering
Structures, etc.

NASSAU - SUFFOLK

PARTY CHIEF

July 1, 2011		\$56.40
July 1, 2012	increase of	\$3.14
July 1, 2013	increase of	\$3.14

INSTRUMENT MAN

July 1, 2011		\$43.08
July 1, 2012	increase of	\$2.61
July 1, 2013	increase of	\$2.61

RODMAN

July 1, 2011		\$36.90
July 1, 2012	increase of	\$2.42
July 1, 2013	increase of	\$2.42

IN ADDITION TO THE ABOVE RATES,
EMPLOYEES RECIEVE A FRINGE
BENEFIT STAMP VALUED
AT \$28.39 PER HOUR.

BUILDING CONSTRUCTION

B.C.A. - C.A.G.N.Y.
(35 HOUR WEEK)

**Construction of Building Projects,
Concrete Superstructures, etc.**

PARTY CHIEF

July 1, 2011		\$54.71
July 1, 2012	increase of	\$2.42
July 1, 2013	increase of	\$2.42

INSTRUMENT MAN

July 1, 2011		\$42.62
July 1, 2012	increase of	\$2.07
July 1, 2013	increase of	\$2.07

RODMAN

July 1, 2011		\$27.73
July 1, 2012	increase of	\$1.63
July 1, 2013	increase of	\$1.63

**IN ADDITION TO THE ABOVE RATES,
EMPLOYEES RECIEVE A FRINGE
BENEFIT STAMP VALUED
AT \$28.39 PER HOUR.**

STEEL ERECTION

(40 HOUR WEEK)

PARTY CHIEF

July 1, 2011 \$55.74

INSTRUMENT MAN

July 1, 2011 \$43.49

RODMAN

July 1, 2011 \$29.25

IN ADDITION TO THE ABOVE RATES,
EMPLOYEES RECIEVE A
FRINGE BENEFIT STAMP
VALUED AT \$28.39 PER HOUR.

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STAMPS
G.C.A. - C.I.C. - L.I.C.A. - B.C.A. - C.A.G.N.Y. - STEEL
STRAIGHT TIME STAMPS
Effective July 1, 2011

	40-HOUR WEEK	35-HOUR WEEK	8-HOUR DAY	7-HOUR DAY	1 HOUR
ANNUITY	\$ 400.00	\$ 350.00	\$ 80.00	\$ 70.00	\$ 10.00
VACATION	\$ 110.00	\$ 96.25	\$ 22.00	\$ 19.25	\$ 2.75
PENSION	\$ 246.00	\$ 215.25	\$ 49.20	\$ 43.05	\$ 6.15
WELFARE	\$ 260.00	\$ 227.50	\$ 52.00	\$ 45.50	\$ 6.50
SUPPLEMENTAL DUES	\$ 65.60	\$ 57.40	\$ 13.12	\$ 11.48	\$ 1.64
APPREN & RETRAINING	\$ 12.00	\$ 10.50	\$ 2.40	\$ 2.10	\$ 0.30
P.A.C.	\$ 2.00	\$ 1.75	\$ 0.40	\$ 0.35	\$ 0.05
MEDICAL REIMBURSEMENT	\$ 40.00	\$ 35.00	\$ 8.00	\$ 7.00	\$ 1.00
TOTAL	\$ 1135.60	\$ 993.65	\$ 227.12	\$ 198.73	\$ 28.39

G.C.A. - C.I.C - L.I.C.A. - B.C.A. - C.A.G.N.Y. - STEEL OVERTIME STAMPS

	TIME & ONE-HALF	DOUBLE TIME	
ANNUITY	\$ 15.00	\$20.00	
VACATION	\$ 4.125	\$ 5.50	
PENSION	\$ 6.15	\$ 6.15	
WELFARE	\$ 9.75	\$13.00	
SUPPLEMENTAL DUES	\$ 2.46	\$ 3.28	
APPRENTICESHIP & RETRAINING	\$ 0.45	\$ 0.60	
P.A.C.	\$ 0.075	\$ 0.10	
MEDICAL REIMBURSEMENT	\$ 1.50	\$ 2.00	
TOTAL	\$39.51	\$50.63	

OVERTIME FOR
PENSION SHALL BE
AT THE SINGLE TIME
RATE.

OVERTIME

TIME & ONE-HALF

For each overtime hour \$39.51

DOUBLE TIME

For each overtime hour \$50.63

The taxable portion of the single time stamp is \$4.44 which includes the Vacation Fund - \$2.75, Political Action Committee - \$0.05 and Supplemental Dues - \$1.64.

REGULAR MEETINGS are held at the Aviation Career & Tech High School, 45-30 36th Street, Long Island City Queens on the 2nd Wednesday of each quarter - January, April, July & October at 6:00 p.m.

BUILDING CONSTRUCTION

CEMENT LEAGUE (35 HOUR WEEK)

Construction of Building Projects,
Concrete Superstructures, etc.

PARTY CHIEF

July 1, 2011		\$53.64
July 1, 2012	increase of	\$2.02
July 1, 2013	increase of	\$2.02

INSTRUMENT MAN

July 1, 2011		\$41.94
July 1, 2012	increase of	\$1.72
July 1, 2013	increase of	\$1.72

RODMAN

July 1, 2011		\$27.52
July 1, 2012	increase of	\$1.36
July 1, 2013	increase of	\$1.36

IN ADDITION TO THE ABOVE RATES,
EMPLOYEES RECIEVE A FRINGE
BENEFIT STAMP VALUED
AT \$27.00 PER HOUR.

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STAMPS
*** CEMENT LEAGUE ONLY ***
STRAIGHT TIME STAMPS
Effective July 1, 2011

	40-HOUR WEEK	35-HOUR WEEK	8-HOUR DAY	7-HOUR DAY	1 HOUR
ANNUITY	\$ 390.00	\$ 341.25	\$ 78.00	\$ 68.25	\$ 9.75
VACATION	\$ 100.00	\$ 87.50	\$ 20.00	\$ 17.50	\$ 2.50
PENSION	\$ 236.00	\$ 206.50	\$ 47.20	\$ 41.30	\$ 5.90
WELFARE	\$ 250.00	\$ 218.75	\$ 50.00	\$ 43.75	\$ 6.25
SUPPLEMENTAL DUES	\$ 60.00	\$ 52.50	\$ 12.00	\$ 10.50	\$ 1.50
APPREN & RETRAINING	\$ 12.00	\$ 10.50	\$ 2.40	\$ 2.10	\$ 0.30
P.A.C.	\$ 2.00	\$ 1.75	\$ 0.40	\$ 0.35	\$ 0.05
MEDICAL REIMBURSEMENT	\$ 30.00	\$ 26.25	\$ 6.00	\$ 5.25	\$ 1.75
TOTAL	\$ 1080.00	\$ 945.00	\$ 216.00	\$ 189.00	\$ 27.00

*** CEMENT LEAGUE ONLY ***
OVERTIME STAMPS

	TIME & ONE-HALF	DOUBLE TIME	
ANNUITY	\$ 14.625	\$ 19.50	
VACATION	\$ 3.75	\$ 5.00	
PENSION	\$ 5.90	\$ 5.90	OVERTIME FOR
WELFARE	\$ 9.375	\$ 12.50	PENSION SHALL BE
SUPPLEMENTAL DUES	\$ 2.25	\$ 3.00	AT THE SINGLE TIME
APPRENTICESHIP & RETRAINING	\$ 0.45	\$ 0.60	RATE.
P.A.C.	\$ 0.075	\$ 0.10	
MEDICAL REIMBURSEMENT	\$ 1.125	\$ 1.50	
TOTAL	\$37.55	\$48.10	

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OVERTIME

TIME & ONE-HALF

For each overtime hour \$37.55

DOUBLE TIME

For each overtime hour \$48.10

The taxable portion of the single time stamp is \$4.05 which includes the Vacation Fund - \$2.50, Political Action Committee - \$0.05 and Supplemental Dues - \$1.50.

REGULAR MEETINGS are held at the Aviation Career & Tech High School, 45-30 36th Street, Long Island City Queens on the 2nd Wednesday of each quarter - January, April, July & October at 6:00 p.m.

DISTRICT COUNCIL NO. 9, IUPAT

GLAZIERS AGREEMENT

May 1, 2011 through April 30th, 2017

MEMORANDUM OF AGREEMENT made this first day of May 2011 and expiring April 30, 2017 by and between the WINDOW AND PLATE GLASS DEALERS ASSOCIATION hereinafter called the "Employer" or "Association", and DISTRICT COUNCIL NO. 9, GLAZIERS LOCAL UNION #1281 of the International Union of Painters and Allied Trades, hereinafter called the "Union", for and on behalf of the Union and the members thereof now or hereafter employed by the Employer and collectively designated as Employees.

Each Independent Employer Signatory to this Agreement agrees to pay a \$250.00 signing fee, to the Union, to defray the cost of preparation and duplication of this Agreement.

The Window and Plate Glass Dealers Association agrees to pay a one time signing fee of \$250.00, on behalf of all Association Members, to defray the cost of preparation and duplication of this Agreement.

STATEMENT OF INTENT

It is the Intention of the Employer and the Union to, and the Employer and the Union do, hereby adopt and incorporate herein by reference, all of the terms and conditions of the "Trade Agreement" (sometimes referred to herein as the "Mainframe Agreement") between District Council No. 9, International Union of Painters and Allied Trades, AFL-CIO and The Association of Master Painters & Decorators of New York Inc., The Association of Wall, Ceiling & Carpentry Industries of New York Inc., and The Window and Plate Glass Dealers Association effective May 1, 2011 through April 30th 2015 except as otherwise expressly modified by the terms of this Memorandum of Agreement, known and referred to as the Glaziers Agreement, effective May 1, 2011 through April 30th 2017. This Memorandum of Agreement shall not serve to renew or re-institute any of the provisions expressly eliminated by the parties from the Glaziers Agreement, which expired April 30, 2011. In the event of any conflict between the terms and provisions of the preceding Glaziers Agreement or the "Mainframe Agreement" the provisions of this Glaziers Agreement shall prevail.

Art. 1. JURISDICTION AND SCOPE OF WORK

1. Territorial Jurisdiction: Counties of Bronx, Dutchess, Kings (Brooklyn), Nassau, Suffolk, New York (Manhattan), Orange, Putnam, Queens, Richmond (Staten Island), Rockland, Sullivan, Ulster and Westchester, and any additional area the Union may be awarded by the General Executive Board.

2. Craft Jurisdiction;

- a. The setting of and/or removal of any and all, but not limited to the following; art glass, prism glass, leaded glass, fire rated glass and glass ceramics, ceramic frit glass, insulated glass, textured glass, automobile glass, pre-glazed windows, louver glass, plate glass, float glass, laminated glass, tempered glass, annealed glass, safety tempered glass, heat-strengthened glass, bent and curved glass, window glass, mirrors of all types including any channel that holds them, framed and unframed mirrors set in all locations, wire glass, opaque glass and glass chalk boards. Security glazing, bullet resistant glass, blast resistant glass and any other type of protection glass, polymers, acrylics or polycarbonates (including any window film regardless of material or intended use). Structural glass and glazing in all applications including but not limited to: curtain wall, suspended glass systems, storefronts and entranceways including automatic doors, glass enclosures, folding glass walls, sliding glass office and partition systems, glass flooring, glass stair treads, glass railing systems and relative materials, partitions revolving doors, skylights, sloping glass walls, greenhouses, conservatories, sunrooms, walkways, windscreens, stack wall systems, Pilkington systems, point supported glass systems, cable net systems, tension-rod truss glass systems, facades and canopies. Neoparium, glass and/or crystal and or composite products, photo-voltaic, LCD glass, privacy glass, smart glass, glass light diffusers and lenses. The glazing of stairwells, hollow metal frames, fixtures, fire hose cabinets, showcases, furniture glass, doors, hung ceilings, frames, sidelights, borrowed lites, fixed or operable windows, shower doors, shower and tub enclosures framed or frameless, food and sneeze guards, all fiberglass reinforced panels, all plastics, acrylics, polymers and polycarbonates or other similar materials when used in place of glass. All of the above whether dry set or installed or glazed with any type of putty, Thiokol, neoprene, vinyl, tapes, silicones or any other type of sealant, all types of glass cements, mastics, butyl or adhesives, moldings, rubber, gaskets or lead in wood, iron, aluminum, steel, brass, sheet metal or vinyl sash. Herculite doors including any rixons, closures, pivots, locksets and hardware. Movie or projection screens made of glass or plastic, aquariums glazed with glass or plastic, all glass shelves and all glass furniture tops. The installation of decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for aesthetic, weatherproofing, soundproofing and structural reasons.
- b. The installation of all of the above materials and systems whether done at the shop or on the job site, and whether temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction.
- c. The installation and/or removal of all extruded, rolled or fabricated metals or any materials that replace same, metal tubes, mullions, metal facing materials, muntins, fascia trim moldings, porcelain panels, architectural porcelain, plastic panels, skylights, showcase doors, tempered glass doors, side lites, aluminum doors and related materials including those in any or all buildings related to store front and window construction.

- d. The glazing and/or installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, any glass or plastics where the glass stop, pressure plate, channel, hangar or glass hold down is applied directly on the glass, storm sash where the glass becomes an integral part of the finished product.
 - e. The selecting, cutting, preparing, designing, art painting, fused glass, thick facet glass in concrete and cementing of art glass, assembling and installing and removal of all art glass, engraving, drafting, etching, embossing, sandblasting, shipping, glass bending, glass mosaic work, cutting of all flat and bent glass, glass shade work, and glazing in lead or other glass metals.
3. There shall be no strikes, work stoppages or slowdowns or other interferences because of jurisdictional disputes. Disputes between trades and disputes relative to questions of work jurisdiction shall be adjusted in accordance with the principles and procedures set forth in the New York Plan for the Settlement of Jurisdictional Disputes. All decisions, rendered there under-determining disputes arising out of conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the parties hereto.

Art. 2. HIRING PROCEDURES

- 1. The Union shall be the sole and exclusive source of referrals of applicants for employment. The Employer will hire the Union members only through the Union.
- 2. The Union shall select and refer applicants for employment without discrimination. Such selection and referral shall not be affected in any way by I.U.P.A.T. or the Union rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of the I.U.P.A.T. or the Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure:
 - a. The Union shall maintain a register of applicants for employment. Applicants shall be listed in chronological order of the dates they register. If the registration list is exhausted, and the Union is unable to refer applicants for employment within forty-eight (48) hours from the time of receiving the request, Saturdays, Sundays, and holidays excepted, the requesting employer shall be free to secure applicants without using the referral procedure and shall notify the Union promptly of the names, addresses, and Social Security numbers of such directly-hired employees.
 - b. The hiring employer shall advise the Union of the number of applicants needed. The Union shall refer applicants to the hiring employer in the chronological order of their dates on the register.
 - c. Any applicant who is rejected by the hiring employer shall be returned to his/her appropriate place on the register, and shall be referred to other employment in accordance with their position on the register.

- d. The Employer shall retain the absolute and unconditional right to reject any applicant for employment providing the Employer exercising that right submits the rejection in writing, if requested by the Union. The hiring Employer may request any member of the Union regardless of that member's position on the register, who was formerly employed by the hiring employer.
- e. The hiring employer, after exhausting paragraph (a) above, shall report the hiring of a non-union journeyperson to the Union prior to the commencement of employment. As an additional condition of hiring a worker from outside the Union, the hiring employer shall guarantee said worker their first five hundred hours of continuous employment as Union Members.

Art. 3. WAGES AND WORKING CONDITIONS

1. The regular workweek shall consist of thirty-five (35) hours per week divided equally into five (5) days, from Monday to Friday, inclusive. Seven (7) hours shall constitute a day's work. The hours of work shall be worked between 7:00 a.m. to 4:30 p.m., in the following allocations: 7:00 a.m. - 2:30 p.m.; 7:30 a.m. - 3:00 p.m.; 8:00 a.m. - 3:30 p.m.; 8:30 a.m. - 4:00 p.m.; 9:00 a.m. - 4:30 p.m. If an optional 8th hour is required same will be at the regular rate of pay. If a 9th hour is worked then both hours or more (8th and 9th or more) will be at the double time rate of pay.
2. SHIFT WORK. Not for new construction. The Employer shall be able to employ Glaziers in shifts on jobs, which have five (5) consecutive weekdays or more of work within the jurisdiction of Local 1281. Shifts shall be any seven (7) consecutive hours beyond 4:00 p.m. for which the glazier shall receive eight (8) hours paid for 7 hours worked.
3. For the purpose of payment of benefits: Monday is the first working day of the week and Sunday is the last working day of the week. Payday shall be the following Tuesday or Wednesday, of preceding week.
4. Show up Time: Employees who are not put to work due to weather conditions, after having been instructed to come to work, shall be paid two (2) hours or the numbers actually worked whichever is greater. An employee who works more than four (4) hours but less than seven (7) because of weather conditions, shall be paid for seven (7) hours. But if the employee leaves the job on his own, his wages stops at the time he left the job.
5. If a work day is lost due to inclement weather or a government declared emergency, Saturday shall be designated as the make-up day at straight time on that jobsite. However, Saturday cannot be utilized as a make-up day if scheduled work can only be done on Saturday. This clause will become null and void when there are no longer any PLAs.

7. **WAGE SCHEDULE:** The wage rates, per hour, for journeypersons Glaziers, shall be as follows:

PART 1 - AGREEMENT
Appendix VI - Project Labor Agreement (Schedule A)
Final for Execution - November 21, 2012

<u>Crew Size</u>	<u>Shop Men</u>	<u>Out of Work List</u>
7	5	2
8	5	3
9	6	3
10	6	4
11	7	4
12	8	4

On crews over twelve (12) men the split will be 50/50 with the odd man from the shop. e.g.; on a seventeen (17) man crew, eleven (11) from the shop and six (6) from the out of work list

14. SPECIALTY WORK: the overtime rule may be waived with the permission of the Union which may not be reasonably denied.
15. No work shall be performed on Labor Day.
16. When the Glaziers are sent to work outside the five boroughs of the City of New York, they shall receive an expense allowance of \$10.00 per day.
17. For the duration of this Agreement, when Glaziers are sent out of town for more than one day their reasonable expense shall be paid by the Employer.
18. Should the Employer request or order his Glaziers to ride either in the Employer's truck or other vehicle, start time shall be the regular starting time from the shop and they must return to the shop by the regular quitting time. This shall not apply to travel within City limits. All such trucks shall bear the Employer's name.
19. Whenever a Glazier or Apprentice is required to drive a truck during regular working hours, he shall be paid \$2.00 per day in addition to his regular daily rate of wages. If required to drive a truck before or after regular working hours, he shall receive extra compensation at the rate of single time up to the point where his total working hours are forty (40) for the week, and at the rate of time and one half of his regular rate of wages after forty (40) hours in one week.
20. If any employee working outside of the shop becomes ill and cannot continue working, he shall immediately notify the Employer and return to the shop or to his home, and the Employer shall pay the necessary traveling expense to the shop or home.
21. Any employee leaving his Employer's shop at the regular starting time shall sustain no loss of time if he is not able to get to work because of distance or a transportation accident.
22. Should the Employer at any time pay his employees less than the established rates for wages, vacation, holidays, traveling time, railroad fare, scaffold pay, foreman pay or driving a truck, as herein provided, he shall pay such employees all monies due them, as well as paying damages to the Union to cover the reasonable expenses incurred by the Union in collecting such monies.

23. Any employee injured on the job shall receive a full day's pay for the day on which the injury occurred.
24. No employee shall be discharged or discriminated against for belonging to the Union, but the Employer shall have the right to lay-off any Glazier as the exigencies of business may require. When employees are laid off for lack of work after working all or part of a day, including Saturdays, Sundays or Holidays, they shall receive a full day's pay and benefits at the rates provided herein at the time of lay-off. Lay-Off is Pay-Off. If payment in full is not received by a laid-off glazier at the time of lay-off, or by the Union within 24 hours after the lay-off, excluding Saturdays, Sundays and Holidays (by overnight mail) and if the Employer does not have an escrow account, said glazier or glaziers shall be considered continuing employees and will stay on the job for a maximum 2 hours on the day of lay off and the next day for a minimum of 2 hours up to a normal 7 hours working day, each day thereafter, until either they or the Union receives all monies due for wages and benefits. All such waiting time shall be paid at straight time.
25. All glass on jobs shall be distributed by Glazier, or apprentices after same has been delivered or hoisted to a safe place on each floor by our industrial glaziers.
26. Any Glazier who before quitting time on any day has not received orders for the next day shall appear for work on the following morning, whether on the job or at the shop, ready for work wherever directed, and shall receive a full day's pay for that day whether or not there is work for him to perform.

Art. 4. PROTECTIONS AND PRESERVATION OF WORK

1. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site, construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.
2. The Employer agrees to register all jobs that are more than two (2) days, immediately upon being awarded the job. Registration must be faxed to (212) 255-1151 or certified mail to the main union office on written forms as provided by the Union. The original form shall be retained by the Employer.
3. All Saturday, Sunday and Holiday overtime must be registered.

4. On any shift work, the Employer must give written notice to the Union on Company letterhead two (2) days prior to the commencement of the job to be eligible for that rate. Failure to comply will result in the forfeiture of the shift work being granted.
5. If the job is or is to be subcontracted, the Employer who is awarded the job must register that job and inform the union of what company the work will be subcontracted to.
6. Job Registration Schedule of Fines - The schedule of fines for failure to register jobs which shall be in effect for the duration of this Trade Agreement, or until such time as amended by the Joint Trade Board, will be not less than the following: 1st Offense - \$500.00; 2nd Offense - \$750.00; 3rd Offense - \$1,500.00.

Art. 5. VISITATION

The Business Manager, Business Agent or any other authorized representatives of the Union shall have the right to visit all places, shops or jobs where work is going on, for the purpose of inspection. They shall also have the right of examine working cards and pay envelopes of all employees covered by this Agreement, as well as the payroll of the Employer.

Art. 6. SHOP STEWARDS

1. The Union shall have the right to appoint a shop steward from the Union members regularly employed in each shop. Upon any guilty finding by the Joint Trade Committee or the Joint Trade Board the Union may assign a shop steward from the hall. The Union may also assign a shop steward from the hall for any Employer signing either this agreement or any independent version of this agreement on or after May 1, 2005 (This does not apply to current signatory contractors.) The Union shall also have the right to appoint and place any Union member, whether or not presently or previously employed by the Employer, as a job steward on every job of more than one day's duration.
2. The duty of all stewards is to report to the Business Manager or Business Agent any infractions or violations that may come to his notice. If a shop or job steward is discharged for calling attention to any of the terms of the Agreement, he shall at once be reinstated until the matter is adjusted between the Union and the Employer. No shop steward may be laid -off except for cause.
3. When and If it becomes necessary for a shop to split time equally, the steward shall be kept abreast of everyone's time and he/she shall be included in the splitting time. If the shop decides not to inform the steward of who is splitting time, the shop steward shall not split time.

Art. 7. JOB SAFETY

1. The Employer shall supply proper hard hats and safety harnesses plus scaffolding and ladders on jobs to provide for the safety and security of his employees. Swing scaffolding of the safest

type must be supplied and none but Glaziers or professional scaffold people shall hang or shift scaffolds. All such scaffolds shall be inspected before being used and shall be maintained in accordance with applicable law and regulations. In the event that employees are supplied with hard hats and safety harnesses and the employees do not use such hard hats and safety harnesses, the employees shall be subject to fines as described in the Local Union No. 1281 by-laws as well as fines assessed by the General Contractor or, if applicable, by the Occupational Safety and Health Administration. If the Employer fails to supply such hard hats and safety harnesses the man will sit outside the job site until such equipment is made available, and get paid by the Employer for the day unless sent to another job. Harnesses must be hooked to an independent safety line.

2. The parties acknowledge that the effective date of New York City Administrative Code Section 9-03 is September 1, 2000. All training required pursuant to Section 9-03 shall be provided by the Union.
3. The Employer shall supply safety harness and lifelines on all swing scaffolds, and shall supply helmets. All Glaziers working on swing scaffolds shall wear said harnesses and helmets. A refusal by any Glazier to wear said harness and helmet shall be grounds for dismissal by the Employer and internal Union discipline. Nothing contained herein, however, shall be interpreted to subject the Union or any of its officers or agents to any liability in the event of an accident occurring to any Glazier who either wears or does not wear said harness.
4. Whenever scaffolding is off the ground, three (3) men shall be required to shift it. When it is on the ground, two (2) men shall be required to shift it.
5. The Business Manager or Business Agent of the Union shall have the right to refuse to permit Glaziers or apprentices to work on any job on which he determines that the working conditions are hazardous.
6. An Employee may not be subject to more than one random substance abuse test per calendar year. The test shall be administered at the Employer's expense.
7. In order to work, an Employee or apprentice must have completed a ten-hour OSHA Safety Course, as per OSHA regulations and will comply with any other statutorily required training programs.
8. All foremen and stewards must attend a minimum of eight (8) hours of safety training per calendar year.
9. Glazier members working under this contract are not required, as per the Mainframe Agreement, to wear uniforms. Members shall be required to carry picture ID enforceable by the union, not the employer as per the Mainframe Agreement.

Art. 8. TOOLS

In the event the Employer requires employees to provide their own tools for the performance of work for the Employer, the Employer shall provide safe and secure storage for said tools. The Employer shall be fully responsible as an insurer in the event said tools are stolen or damaged through no fault of the employee. Employees shall be responsible to provide for the normal hand tools of the trade including suction cups.

Art. 9. INSURANCE & OTHER FRINGE BENEFITS

1. The Employer agrees that he will carry all necessary and required insurance, covering all of his employees. He shall carry Workmen's Compensation Insurance in the State in which his employees are working. He shall also make contributions for Social Security and Unemployment Insurance as required by law, regardless of the number of men employed by him. All payroll deductions, including the dues check-off herein provided for, shall be itemized on the pay envelopes or pay receipts given to the employees with their pay.
2. All Health Insurance & other Fringes Benefits contributions other than what is addressed here (such as collections, distributions, enforcement, payments, penalties, litigation, or different Annuity & Vacation payments from painters, etc.) shall be enforced pursuant to Article XX, XXI and XXII of the Mainframe Agreement.
3. All signatory contractors and out of District Council 9 geographical jurisdiction contractors must sign District Council 9 collective bargaining agreement and must post a bond as per "Mainframe Agreement" Article XXII. Bonds, Damages, Fees and Interest.

Bonds;

- a. Security - The Signatory Employer shall provide security to the Trustees for the faithful performance by it of the requirements under this Trade Agreement for the payment of Signatory Employer Benefit Contributions, liquidated damages, interest, attorneys' fees, costs of collection and other monetary obligations under this Trade Agreement. The Trustees shall be entitled to retain any interest that accrues on such security during the time such security is deposited with the Trustees.
- b. Form of Security - Such security deposited with the Trustees shall be in the form of cash, surety bond acceptable to the Trustees, or other security acceptable to the Trustees.
- c. Amount of Security - The amount of security which the Signatory Employer is required to deposit with the Trustees under the stamp system shall be \$10,000.00. The security provided in accordance with the foregoing shall be available to satisfy any delinquency and any interest and liquidated damages resulting from such delinquency. In the event that a former signatory employer does not report any work covered by this Trade Agreement (or its successor) for a two year period and such employer refuses or fails to make records available to the Certified Public Accountant as described in Article XXI,

Section 1(a) of the District Council No. 9 Mainframe Agreement, the entire amount of such employer's security shall apply and be paid to the Fringe Benefit Funds (in proportion to their respective contribution rates) to the signatory employer's credit.

- d. If at any time a Signatory Employer's security on deposit with the Trustees shall, for any reason, be in an amount less than the amount required by this Section, the Signatory Employer shall immediately deposit with the Trustees additional security so that the Signatory Employer's security on deposit shall at all times comply with this subsection.
 - e. The Trustees shall not accept any surety bond or other non-cash collateral from any Signatory Employer who shall have failed in the past to make payment of any sums found by the Trustees or National Trustees to be due under this Trade Agreement or under any prior Trade Agreement. In such cases, compliance with the security requirements hereof shall be by cash deposit only.
 - f. Additional Security — In the event the Trustees determine that a Signatory Employer is guilty of violating any provision of this Trade Agreement, or in the event the Trustees bring suit against a Signatory Employer to collect unpaid Fringe Benefit Contributions or interest, liquidated damages or fees related thereto, the Signatory Employer shall provide additional security in such form and amount, as the Trustees shall determine. The Trustees may, but are not required to, assess such additional security in an amount no less than the amount of the Signatory Employer's potential, existing or future liability to the Trustees. Any additional security required pursuant to this subsection shall be deposited with the Trustees who are authorized to pay out of such security any sums found by the Trustees to be due for unpaid Fringe Benefit Contributions, liquidated damages, interest, attorneys' fees, or other costs of collection.
4. In addition to any PIIAF rules and regulations as per District Council No. 9 Mainframe Agreement, if an Employer fails to pay Fringe Benefits Contributions for the employees, the employees reserve the right to cease work for the Employer. In the event that the employees exercise their right to cease work for the Employer, the employees shall be paid by the Employer the same wages as if they were performing the work for the period of time that the employees ceased working.
5. All Employers shall fill out weekly remittance forms whether or not stamps are purchased. The schedule of fines which shall be in effect for the duration of this Trade Agreement, or until such time as amended by the Joint Trade Board, will be not less than the following: Failure to submit Shop Steward reports or remittance reports = \$500.00 for each missing report.

Art. 10. PROHIBITED AGREEMENTS AND ARRANGEMENTS

1. No Employer shall at any time make any arrangement whatsoever, written or oral, with any Glazier for the performance of glazing work of any description whatsoever, other than to

employ Glaziers as provided for in this Agreement in the usual and regular manner, and at the wage rates provided herein.

2. All Employers shall assign and perform all work within the craft jurisdiction of the Union as defined in Art. 1, by directing employment of Glaziers in the usual and regular manner and no Employer shall enter into any other arrangements to assign or perform said work. Said prohibited arrangements, without limiting the generality thereof, shall include subcontracting, lumping or agency agreements.
3. The Employer shall not subcontract work in the jurisdiction of District Council #9 to any other Employer who does not have a current signed Collective Bargaining Agreement with District Council #9.
4. The Union referral hall shall not refer any Glaziers to any Employer who does not have a current signed Collective Bargaining Agreement with the Union.

Art. 11. SITE SPECIFIC AGREEMENTS

1. The Union and the Association acknowledge that in certain circumstances it is not feasible for an Employer to sign the full D.C. #9 Glazing Agreement. When these circumstances exist, the Union shall be permitted to sign said Employer to a Site Specific (per job) Agreement, which will become null and void at the completion of said job. Site Specific Agreement shall not be issued by the Union if the total cumulative contract value for the particular job is \$100,000.00 or more.
2. Said Employer must be signed to a full, recognized Building Trade Agreement, in order to be eligible for this Site Specific Agreement.
3. This will most commonly be used for fixture and skylight contractors.
4. On all jobs that have SITE SPECIFIC agreement, that Employer must post a surety bond or a cash bond as per Article 9.3 of this agreement. Otherwise all fringe benefits must be prepaid in full in advance and before commencement of work.

Art. 12. DOUBLE BREASTING

In the event that any Employer creates and/or uses another corporation or other entity, over which the Employer has a direct financial interest, or exercises direct or indirect control, for the purpose of, or which has the effect of avoiding its obligations hereunder ("double breasting"), the Union shall be entitled to liquidated damages in the amount of \$10,000 for each provable occurrence to be paid into a P.I.I.A.F. (Painting Industry Insurance and Annuity Fund). "Double breasting" is to be distinguished from subcontracting, which is an arm's length transaction between two wholly separate and independent entities. Subcontracting is dealt with in the Mainframe Agreement. Any dispute

between parties regarding this provision shall be resolved by submission thereof to an arbitrator appointed by the American Arbitration Association.

Art. 13. STAFFING OF JOBS

1. All work covered by this Agreement which is performed in the Employer's shop, as well as on the job site, must be done by Glaziers covered by this Agreement. Employers who are not signatory to this Agreement may be limited by the Union to furnish only one supervisor to the job site.
2. Those Employers signatory to the full Glaziers Agreement shall employ at least one District Council 9 referred Glazier for 35 hour per week, 52 weeks per year during the term of this Agreement and shall have a commercial Glazing place of business within the territorial jurisdiction of the Union, as set forth in Art. 1 of this Agreement.
3. In handling and setting of all types of glass, not less than the number of men provided for herein shall be used as a safety factor, as follows:

		1/4 "	1/8"	1/2"	3/4"
FROM	111 TO 154 united inches	2 men	3 men	3 men	4
"	155 TO 179 "	3 men	4 men	4 men	5
"	180 TO 214 "	4 men	5 men	6 men	8
"	215 TO 230 "	5 men	6 men	7 men	9
"	231 TO 250 "	6 men	7 men	9 men	12
"	251 TO 260 "	7 men	9 men	10 men	13
"	261 TO 272 "	8 men	10 men	12 men	16
"	273 TO 284 "	9 men	11 men	13 men	17
"	285 TO 296 "	10 men	12 men	14 men	19
"	297 TO 304 "	11 men	13 men	15 men	20
"	305 TO 310 "	12 men	15 men	17 men	23
		OVER 3/8"	3/8" AND	1/2"	3/4"
FROM	311 TO 330 united inches	20 men			25
"	331 TO 360 "	23 men			27
"	361 TO 390 "	26 men			29
"	391 TO 400 "	28 men			30
"	401 TO 420 "	30 men			30

4. On an irregular thicknesses and shapes of Glass, man power will be decided by the weight of the glass: not to exceed 80 pounds per man.
5. It is further agreed that on glass larger and thicker than above mentioned or on jobs more difficult to handle, additional men should be used, in order to insure safety of the men in setting or removing such glass.

6. On glass insulating units, 50% more men are to be employed than on the above schedule of men, as a safety factor.
7. On glass insulating units of more than two (2) panes of glass, additional Glaziers shall be employed as a safety factor.
8. Only door lites up to and including 120 united inches may be set by one (1) man.
9. All sizes will have a 50% reduction when Cup and Crane are used in the entire setting of glass. No reduction will be allowed when handling glass is being done manually.

Art 14. APPRENTICES

1. All Employers who employ four (4) to eight (8) journeypersons must also employ at least one (1) apprentice. All Employers who employ nine (9) or more journeypersons must also employ at least two (2) apprentices. No lay-offs will result from this provision. However, if the Employer demonstrates a financial necessity, after consultation with the Union, the Employer may split work time evenly among the bargaining unit, including apprentices.
2. All apprentices shall be subject to a ninety-day probation period.
3. At the end of a two year indenture the Employer may terminate the apprentices employment and replace the apprentice with the next apprentice on the out of work list, provided (a) the replacement is in a class other than the class of the terminated apprentice.
4. The Union has the right to put 3rd & 4th year apprentices to work without indenturing them if there are no journeymen available and / or under certain conditions.
5. Except as provided in sub paragraph 4 and 5 above, no apprentice shall be laid off unless and until the Employers shops staffing has been reduced to three glaziers. If the Employer hires a fourth glazier within ninety days of layoff, the employee hired shall be the laid off apprentice if available.
6. The wages for all apprentices shall be as follows;

1st YEAR APPRENTICE											
	5/1/11 - 4/30/12	5/1/12 - 10/31/12	11/1/12 - 4/30/13	5/1/13 - 10/31/13	11/1/13 - 4/30/14	5/1/14 - 10/31/14	11/1/14 - 4/30/15	5/1/15 - 10/31/15	11/1/15 - 4/30/16	5/1/16 - 10/31/16	11/1/16 - 4/30/17
Wage*	15.60	15.90	16.25								
H & W	8.42	8.67	8.67								
Pension	2.85	2.85	2.85								
Annuity	===	===	===								
Vacation*	===	===	===	40% of journeyperson Glaziers							
DC9 - FTI	0.35	0.35	0.35								
IUPAT - FTI	0.10	0.10	0.10								
LMCI	0.10	0.10	0.10								
IUPAT - PAT*	0.10	0.10	0.10								
IPF	0.20	0.20	0.20								
Total Benefit Pkg	12.12	12.37	12.37								
Total Taxable*	15.70	16.00	16.35								
Check-off 3%*	0.47	0.48	0.49								
Stamp Price	12.59	12.85	12.86								
2nd YEAR APPRENTICE											
	5/1/11 - 4/30/12	5/1/12 - 10/31/12	11/1/12 - 4/30/13	5/1/13 - 10/31/13	11/1/13 - 4/30/14	5/1/14 - 10/31/14	11/1/14 - 4/30/15	5/1/15 - 10/31/15	11/1/15 - 4/30/16	5/1/16 - 10/31/16	11/1/16 - 4/30/17
Wage*	19.50	19.88	20.19								
H & W	8.42	8.67	8.67								
Pension	3.56	3.56	3.56								
Annuity	4.50	4.50	4.50								
Vacation*	3.78	3.83	3.95	50% of journeyperson Glaziers							
DC9 - FTI	0.35	0.35	0.35								
IUPAT - FTI	0.10	0.10	0.10								
LMCI	0.10	0.10	0.10								
IUPAT - PAT*	0.10	0.10	0.10								
IPF	0.20	0.20	0.20								
Total Benefit Pkg	21.11	21.41	21.53								
Total Taxable*	23.38	23.81	24.24								
Check-off 3%*	0.70	0.71	0.73								
Stamp Price	21.81	22.12	22.26								
3rd YEAR APPRENTICE											
	5/1/11 - 4/30/12	5/1/12 - 10/31/12	11/1/12 - 4/30/13	5/1/13 - 10/31/13	11/1/13 - 4/30/14	5/1/14 - 10/31/14	11/1/14 - 4/30/15	5/1/15 - 10/31/15	11/1/15 - 4/30/16	5/1/16 - 10/31/16	11/1/16 - 4/30/17
Wage*	23.40	23.90	24.25								
H & W	8.42	8.67	8.67								
Pension	4.27	4.27	4.27								
Annuity	5.40	5.40	5.40								
Vacation*	4.53	4.59	4.75	60% of journeyperson Glaziers							
DC9 - FTI	0.35	0.35	0.35								
IUPAT - FTI	0.10	0.10	0.10								
LMCI	0.10	0.10	0.10								
IUPAT - PAT*	0.10	0.10	0.10								
IPF	0.20	0.20	0.20								
Total Benefit Pkg	23.47	23.78	23.94								
Total Taxable*	28.03	28.59	29.10								
Check-off 3%*	0.84	0.86	0.87								
Stamp Price	24.31	24.64	24.81								

4th YEAR APPRENTICE											
	5/1/11 - 4/30/12	5/1/12 - 10/31/12	11/1/12 - 4/30/13	5/1/13 - 10/31/13	11/1/13 - 4/30/14	5/1/14 - 10/31/14	11/1/14 - 4/30/15	5/1/15 - 10/31/15	11/1/15 - 4/30/16	5/1/16 - 10/31/16	11/1/16 - 4/30/17
Wage*	31.20	31.95	32.43								
H & W	8.42	8.67	8.67								
Pension	5.70	5.70	5.70								
Annuity	7.20	7.20	7.20								
Vacation*	6.04	6.12	6.32	80% of Journeyperson Glaziers							
DC9 - FTI	0.35	0.35	0.35								
IUPAT - FTI	0.10	0.10	0.10								
LMCI	0.10	0.10	0.10								
IUPAT - PAT*	0.10	0.10	0.10								
IPF	0.20	0.20	0.20								
Total Benefit Pkg	28.21	28.54	28.74								
Total Taxable*	37.34	38.17	38.85								
Check-off 3%*	1.12	1.15	1.17								
Stamp Price	29.33	29.69	29.91								

7. No Apprentice shall be permitted to work alone until he has completed two (2) years of his apprenticeship.
8. The parties shall continue an Apprenticeship training program to insure an adequate supply of skilled mechanics.
9. The Employer shall also during each week of the term of this Agreement contribute to the Painting Industry Insurance and Annuity Fund the sums set forth by the District Council No. 9 apprentice agreement for all apprentice fringe benefits.

Art. 15. WORK PERFORMED BY PERSON INTERESTED IN EMPLOYER'S BUSINESS

1. The Employer agrees that any owner, partner, officer, stockholder, or agent involved either directly or indirectly in the ownership or management of the Employer's shop or business and working with the tools of the trade at the Employer's shop or business or working with tools of the trade or on any productive equipment or on work specified in this Agreement, must be a member of the Union and for identification carry a Union Card and pay the appropriate initiation fee and prevailing dues, and all applicable fringe benefit contributions shall be made for such person for all work days in the month. Owner members will operate in accordance with the provisions of the I.U.P.A.T. International Union Constitution and the Trust Agreements of the various Funds of the Union, such as the Vacation, Health and Welfare, Annuity, LMCF, Political Action, Apprentice, Promotional, and Health Safety Funds, and make contributions to those Funds for all hours worked at a minimum of One Hundred Forty (140) hours per month.
2. If a signatory Employer is also a member of the Union, the Employer must guarantee to place one journeyperson referred by the Union and guarantee his wages and benefits for 35 hours per week, 52 weeks per year, for himself and the man for the Union.

Art. 16. REPAIR, MAINTENANCE and FABRICATION AGREEMENT

1. Scope: All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00. The total cumulative value shall increase by 5% annually.
2. Description of work: All repair and maintenance work described in the District Council #9 Glaziers Agreement.
3. Registration: Any mirror work in excess of 2 (two) days, covered by this Repair, Maintenance and Fabrication Agreement must be registered before starting the job.
4. Craft Jurisdiction for repair, maintenance and fabrication agreement:
 - a. Plate glass replacement
 - b. Residential glass replacement
 - c. Residential mirrors and shower doors
 - d. Storm windows and storm doors
 - e. Residential replacement windows
 - f. Herculite door repairs
 - g. Door closer repairs
 - h. Retro fit apartment house (non commercial buildings)
 - i. Glass tinting including any window film regardless of material or intended use
 - j. Auto Glass
 - k. Shop fabrications, glass or metal (all work to be done in employer's primary place of business to include fabrication of store fronts, curtain wall, pre-glazed windows and all other related fabrications)
 - l. Replacement and renovation mirror work (not new construction) where the cumulative contract value is under \$20,000.00

5. The wages for all repair and maintenance work shall be as follows,

	5/1/11 - 4/30/12	5/1/12 - 4/30/13	5/1/13 - 4/30/14	5/1/14 - 4/30/15	5/1/15 - 4/30/16	5/1/16 - 4/30/17
per hour;						
Wage*	23.30	23.40	23.50	23.60		
H & W	6.95	7.45	7.95	8.45	\$0.60	\$0.60
Pension	4.75	4.75	4.75	4.75	to be	to be
Annuity	2.39	2.39	2.39	2.39	distributed	distributed
Vacation*	3.00	3.00	3.00	3.00		
DC9 - FTI	0.35	0.35	0.35	0.35		
IUPAT - FTI	0.10	0.10	0.10	0.10		
LMCI	0.10	0.10	0.10	0.10		
IUPAT - PAT*	0.10	0.10	0.10	0.10		
IPF	0.20	0.20	0.20	0.20		
Total Benefit Pkg	17.94	18.44	18.94	19.44		
Total Taxable*	26.40	26.50	26.60	26.70		
Check-off 3%*	0.79	0.80	0.80	0.80		
Stamp Price	18.73	19.24	19.74	20.24		
Total Pkg	41.24	41.84	42.44	43.04		

6. Hours of work shall be 7:00 A.M. to 7:00 P.M. Monday through Saturday. Eight (8) hours shall constitute a full days work. Any hours in excess of (8) hours in a twenty-four (24) hour period shall be paid at the taxable rate of time and one-half (1.5) and all work exceeding 40 hours in one week shall be paid at the taxable rate of time and one-half (1.5). All work performed on Sundays, shall be paid at the double time the taxable rate.
7. Rack schedule as per the District Council #9 Glaziers Agreement.
8. Holidays:
 - a. The following days are recognized as holidays under this Repair and maintenance Agreement: New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, day after Thanksgiving and Christmas day.
 - b. Each regular full time employee shall be paid for each of the above holidays eight (8) hours' pay at this straight time hourly rate although no work is performed, provided that the employee works at least one (1) day during the week in which the holiday falls.
 - c. Any employee who works on any of the holidays listed above, will receive in addition to the compensation provided for in paragraph B, time and one-half (1 ½) for all work performed on the holiday.
 - d. If a holiday falls on Sunday, it will be celebrated on the following Monday and the provisions of this article concerning holiday pay will apply on Monday.
 - e. If any of the holidays set forth in paragraph A, falls on Saturday all regular employees shall receive pay for such a holiday in accordance with paragraph B.
 - f. Under no circumstances will any employee be required to perform work on Labor Day.
9. The Employer agrees to submit a separate remittance report, for payment of benefits to the Painting Industry Insurance and Annuity Fund. All rates will be subject to an eight hours workday.
10. Payment of benefits and all other issues, including jurisdiction, shall be as outlined in the District Council #9 "Trade" and Glaziers Agreement.
11. No Employer will be signed to this District Council #9 Glazier Repair and Maintenance Agreement for installation of Glass, unless the Employer is a signatory to the District council #9 Glaziers Agreement.
12. Violation of this provision shall be considered a major and serious contract breach. Violation shall subject the employer to appropriate compensatory and exemplary damages by the Joint

Trade Committee and Joint Trade Board, pursuant to Articles XII and XIII of the Trade Agreement, to make the Union, the employees and the Benefit Funds whole and to deter any further violation by the employer. Any Union member who knowingly encourages an employer to evade the intent of this Repair and Maintenance Agreement, or who knowingly participates in its breach shall have charges filed against him by the Union for appropriate discipline.

13. This Repair and Maintenance Agreement shall not be misused, or used as a device to evade the application of the Glaziers Agreement. It shall be a violation of this Agreement for an employer to utilize employees who perform repair and maintenance work pursuant to this Agreement to perform any new construction work and not pay the proper wage.

Art. 17. JOB TARGETING

1. The stated purposes of Targeting are to increase the job security and employment opportunities of Union members and to permit Employers to compete more effectively with nonunion contracts by reducing labor costs. Targeting is established for the purpose of enhancing the economic development of the unionized glazing and architectural metal working industry in DC 9 Glaziers Local Union 1281's territorial jurisdiction and improving labor-management relations by means of targeting nonunion jobs intended to increase employment opportunities for employees by improving the economic competitiveness of employers who desire to employ employees.
2. Targeting will be relief from one or more articles in the Glaziers Agreement, when a signatory contractor is competing against a nonunion contractor on a nonunion jobsite. The union contractor will be required to fill out an application, supplied by the union, with all pertinent information and bears the burden of proving he/she is bidding against a nonunion contractor. A copy of all applications that are filled out by a requesting signatory will be forwarded to the President of the Window and Plate Glass Dealers Association for examination.
3. Local 1281 maintains complete and total authority to award / not award targeting relief.
4. Local 1281 agrees that in order to maintain control over targeting, no verbal authorizations will be permitted. All applications will be sent to the Window and Plate Glass Dealers Association for recording and examination.

TRADE AGREEMENT

between

**DISTRICT COUNCIL NO. 9,
INTERNATIONAL UNION
OF PAINTERS and ALLIED TRADES,
A.F.L. - C.I.O.**

and the

**ASSOCIATION OF MASTER PAINTERS
and
DECORATORS OF NEW YORK, INC.**

and

**THE ASSOCIATION OF WALL, CEILING, & CARPENTRY
INDUSTRIES OF NEW YORK, INC .**

and

**THE DRYWALL TAPING CONTRACTORS' ASSOCIATION OF
GREATER NEW YORK**

and

THE WINDOW AND PLATE GLASS DEALERS ASSOCIATION

May 1, 2011 through April 30, 2015

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AGREEMENT, hereinafter designated as the Trade Agreement, dated this first day of May, 2011, by and between the Association of Master Painters and Decorators of New York, Inc.; The Association of Wall, Ceiling, & Carpentry Industries of New York, Inc.; the Drywall Taping Contractors' Association of Greater New York (in those counties and/or areas within the jurisdiction of the Union and not in the jurisdiction of any other union); and the Window and Plate Glass Dealers Association (for purposes of participation in the Benefit Funds only) (herein jointly referred to as the "Association(s)"), and District Council No. 9, International Union of Painters and Allied Trades ("I.U.P.A.T."), AFL-CIO (hereinafter designated as "the Union").

WHEREAS, the parties hereto desire to establish wages and other terms and conditions of employment upon which Journeypersons and apprentices shall work for members of the Associations (it being agreed that the word "JOURNEYPERSON" shall mean all employees described by the IUPAT General Constitution Section 6 (issued January 1, 2010) or one who has completed one of the approved apprenticeship programs provided for herein);

NOW THEREFORE, the parties hereto agree as follows:

JURISDICTION, RECOGNITION & SCOPE OF WORK

Art. I. Sec. 1. - The Associations, and all their members and all other employers who hereafter become signatories to this Trade Agreement, recognize, acknowledge, and agree that the Union is the exclusive representative for the purpose of collective bargaining within the meaning of Section 9(a) of the National Labor Relations Act and that the Union has demanded recognition as such and has demonstrated through the use of authorization cards executed by a majority of the Association members' bargaining unit employees that it possesses the support of a majority of all employees of the Associations' members wherever such employees may be employed, in the following classifications of work: all work described by the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES General Constitution section 6, issued January 1, 2010.

The Union recognizes that the Associations, because of their size and the nature of their membership in the painting and related industries of New York City, Westchester, Putnam, Nassau and Suffolk Counties, is the principal bargaining representative for all employers working in the industries with whom the Union negotiates collective bargaining agreements, and any extensions or renewals thereof.

The Union shall give principal recognition to any successor association to the Association during the life of this Trade Agreement which (i) may be established; (ii) is affiliated with a national association whose members employ union employees only; and (iii) represents employers in the same industries for which the Union negotiates collective bargaining agreements for work performed in the territorial jurisdiction defined in Art. I, Section 4, of this Agreement and any additional area the Union may be awarded by the I.U.P.A.T. General Executive Board.

Art. I. Sec. 2. - This Trade Agreement shall apply to all work involved in or related to the Painting and Protective Coatings Industry, which includes all finishes, drywall finishing, skim coating, prepping, application of wall coverings, decorative work, plastering preparatory to painting, fabric panels, Forbo corking and all other work referred to in Section 6 the I.U.P.A.T. General Constitution issued January 1, 2010, or which the General Executive Board of the

I.U.P.A.T. puts into the work jurisdiction of the Union. This Trade Agreement will also include all work related to rigging, surface preparation and clean up of any kind as well as lead abatement and glazing. This Trade Agreement shall be specifically applicable to the application of photoluminescent or other illuminated material, including but not limited to, those materials installed for the purpose of establishing exit path markings and exit signs.

Art. I. Sec. 3. - The Union agrees for the life of this Trade Agreement not to sign any agreements (through Local Union No. 1456 or otherwise) for direct hire of its members, unless there is no other way to protect its labor standards. Before agreeing to such a request, the Union agrees to refer any request of this type to the Joint Trade Board. The purpose of this referral is to allow an Association employer the timely opportunity to bid and perform the work required by the user with Union members.

The Union will not sign an agreement directly with any employer until after this review process by the Joint Trade Board. The review process must be timely instituted within 24 hours to allow the Union to maintain its established standards. This provision does not pertain to traditional maintenance agreements or to direct hire contracts signed prior to this Trade Agreement where the Union retains the sole right to make the final determination. When the Joint Trade Board does agree to permit a maintenance agreement, the terms and conditions of that agreement must be provided to the Association. The Union also shall provide the Association with access to all existing maintenance agreements, whether signed by the Union or an Employer.

All maintenance work, whether performed by an Employer or through a direct hire contract with the Union (through Local 1456 or otherwise), shall be performed at a rate of eighty percent (80%) of the standard wage rate.

TERRITORIAL JURISDICTION

Art. I. Sec. 4. - The territorial jurisdiction of this Trade Agreement shall include all areas in the New York Greater Metropolitan Region (Brooklyn, Queens, Bronx, Manhattan, Staten Island, Nassau, Suffolk, Westchester and Putnam counties), and all such areas authorized by the I.U.P.A.T. General Executive Board.

OBLIGATIONS OF THE PARTIES

Art. I. Sec. 4(a). - Mutual Good Faith. The Association obligates itself and all its members and the Union obligates itself and all its members that they and each of them will, in good faith, live up to and conform with all the provisions of this Trade Agreement, and to all rules, regulations, requirements, and all procedures promulgated under and pursuant to the terms of this Trade Agreement; provided, however, that the Association shall not be obligated to take any action to require compliance with the terms of the Trade Agreement on the part of any person or firm which has been expelled from or has resigned from the Association, except as a prerequisite for the reinstatement of such member. If any Association Employer is expelled or resigns from the Association for any reason, the Employer will, without further negotiation, cease being bound to this Association Trade Agreement and will instead be bound to the Independent Trade Agreement. Each Association will be responsible for securing each of their members' agreement to this effect either through a written acknowledgment or through amendment to the

Association's application. Each Association shall provide copies of such acknowledgment to the Union.

Art. I. Sec. 4(b). - Past Performance Clause. Except as otherwise provided in this Trade Agreement, the Associations and their members agree that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Trade Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Trade Agreement.

Art. I. Sec. 4(c). - Just Cause Clause. Although work in this industry is on a job to-job basis, no employee may be discharged or laid-off by any Association employer except for just cause. All grievances arising under this section shall be referred to the Joint Trade Committee as provided in Art. XIII, Section 1.

Art. I. Sec. 4(d). - Supremacy Clause. The Associations and their members agree not to enter into any agreement or contract with their employees, covered under this Trade Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Trade Agreement. Any such agreement shall be null and void.

Art. I. Sec. 4(e). - Non-Discrimination. Neither party to this Trade Agreement shall discriminate against any employee with respect to employment by reason of union membership or race, creed, color, sex, age, national origin, disability, sexual orientation or any other characteristics protected by law. As applicable and appropriate, covered Association employers will comply with the federal Family and Medical Leave Act.

Art. I. Sec. 4(f). - Union Security. All present employees who are members of the Union on the effective date of this Trade Agreement or on the date of execution of this Trade Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth day following the beginning of their employment, or on and after the eighth day following the effective date of this Trade Agreement or on or after the eighth day following the date of execution of this Trade Agreement, whichever is later. No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall be first met.

Art. I. Sec. 4(g). - If any provision of this Article is invalid under the law of any state wherein this Trade Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

Art. I. Sec. 4(h). - In those instances in which Article I, Section 4(f) may not be validly applied, the Association employer agrees to recommend to all employees that they become members of the Union and maintain such membership during the life of this Trade Agreement, to refer new

employees to the Union representative and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Trade Agreement.

Art. I. Sec. 4(i). - The Associations shall sign this Trade Agreement on behalf of their members.

Art. I. Sec. 4(j). - The Joint Trade Board (and not the Joint Trade Committee) shall have full authority to modify the terms of this Trade Agreement, and to pinpoint, maintain, and/or organize work covered under this Trade Agreement for the life of this Trade Agreement, with respect to organizing work, repaint recovery, and maintenance of work. The Union and the Associations agree to enter into a separate collective bargaining agreement, the jurisdiction of which will encompass the recovery of work historically performed by non-union contractors and maintenance of work.

Art. I. Sec. 4(k). -The Union and the Association recognize that the use of non-union labor threatens our industry and that it is in their mutual interest to identify those situations in which the Trade Agreement is being violated in this manner. Thus, consistent with the requirements of Art. IX, Section 1(C)(d), the parties agree that THERE SHALL BE NO RETALIATION AGAINST ANY EMPLOYEE WHO PROVIDES INFORMATION CONCERNING POTENTIAL VIOLATIONS OF THIS TRADE AGREEMENT.

Art. I. Sec. 5. - All Parties agree that if a Building and Construction Trades Council negotiates a Project Labor Agreement for work also covered by this Agreement, the Project Labor Agreement shall supersede this Agreement in any instance of a conflict between the two.

Art. I. Sec. 6. - Each Association employer shall provide to the union a completed District Council No. 9 Application and Disclosure Form and, as appropriate, individual, partnership or corporate verification.

HIRING PROCEDURES

Art. II. Sec. 1. - The Employer shall be free to seek referrals of applicants for employment as Journeypersons from the Union or from any source. However, no Employer shall seek to hire through an employment agency.

Art. II. Sec. 2.— The Union shall be the sole and exclusive source of referrals of Apprentices for employment. The Employers shall hire Apprentices only through the Union.

Art. II. Sec. 3. - Any Employer hiring a Journeyperson who is not a member of DC 9 shall first report, in writing, the name, address and social security number of each employee to the Union prior to the commencement of employment and the non-union Journeyperson shall, before commencing work, register with the Union. Apprentices shall be hired and transferred in accordance with this Agreement and as defined in the Apprenticeship curriculum. No current member of the Union will be required to work on any Organizing Work, Market Recovery, or Maintenance of Work. However, a current member of the Union may work on these jobs if he/she agrees to be referred to this work by the hiring employer or the Union.

When working in one of the five counties of the City of New York, the hiring employer shall report the hiring of a non-union journeyperson to the Union prior to the commencement of

employment. As an additional condition of hiring a worker from outside the Union, the hiring employer shall guarantee said worker their first five hundred hours of continuous employment as the Bargaining Unit Members.

Art. II. Sec. 4. - Any JOURNEYPERSON who is also an owner of a Signatory Employer shall guarantee and provide contributions to all Article XX fringe benefit funds for him or herself in an amount of at least 52 weeks per year and 35 hours per week for the duration of this Trade Agreement (provided that the rate of contributions shall be the full scale rate and not the maintenance, market recovery or any other reduced rate). An "owner" shall be defined as an individual with any ownership interest or in actual control of the Signatory Employer. The payment of any Article XX contributions on behalf of such owner shall be conclusive proof that the owner is a JOURNEYPERSON covered under this Trade Agreement and will subject the Signatory Employer to liability hereunder for such owner.

WAGES

Art. III. Sec. 1. - The prevailing wage rates for JOURNEYPERSONS covered under this Trade Agreement, but not wallcoverers or glaziers (refer to wallcoverers and glaziers addenda), shall be as follows:

As of 5/1/2011,												Supp.	DC9	IUPAT	IUPAT	Total		Total	Total Tax*	Check	Stamp
per hour:		Wage*	H&W	Pens	Annu	Vac*	FTI	FTI	LMCI	PAT*	IPF	Benefit Pkg	Package	Package	Package	Off 3%	Price				
Base rate		35.00	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.22	25.54	60.54	39.35	1.18	26.72					
Spray, Scaffold, Motorized Manlifts, Décor. & Sandblast		38.00	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.22	25.54	63.54	42.35	1.27	26.81					

As of 5/1/2012,												Supp.	DC9	IUPAT	IUPAT	Total		Total	Total Tax*	Check	Stamp
per hour:		Wage*	H&W	Pens	Annu	Vac*	FTI	FTI	LMCI	PAT*	IPF	Benefit Pkg	Package	Package	Package	Off 3%	Price				
Base rate		35.50	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.28	25.60	61.10	39.85	1.20	26.80					
Spray, Scaffold, Motorized Manlifts, Décor. & Sandblast		38.50	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.28	25.60	64.10	42.85	1.29	26.89					

As of 11/1/2012,												Supp.	DC9	IUPAT	IUPAT	Total		Total	Total Tax*	Check	Stamp
per hour:		Wage*	H&W	Pens	Annu	Vac*	FTI	FTI	LMCI	PAT*	IPF	Benefit Pkg	Package	Package	Package	Off 3%	Price				
Base rate		36.00	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.28	25.60	61.60	40.35	1.21	26.81					
Spray, Scaffold, Motorized Manlifts, Décor. & Sandblast		39.00	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.28	25.60	64.60	43.35	1.30	26.90					

As of 5/1/2013,												Supp.	DC9	IUPAT	IUPAT	Total		Total	Total Tax*	Check	Stamp
per hour:		Wage*	H&W	Pens	Annu	Vac*	FTI	FTI	LMCI	PAT*	IPF	Benefit Pkg	Package	Package	Package	Off 3%	Price				
Base rate		37.50	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.29	25.61	63.11	41.85	1.26	26.87					
Spray, Scaffold, Motorized Manlifts, Décor. & Sandblast		40.50	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.29	25.61	66.11	44.85	1.35	26.96					

As of 5/1/2014,	Wage*	H&W	Pens	Annu	Supp. Vac*	DC9 FTI	IUPAT FTI	IUPAT LMCI	IUPAT PAT*	IPF	Total Benefit Pkg	Total Package	Total Tax* Package	Check Off 3%	Stamp Price
per hour:															
Base rate	39.50	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.30	25.62	65.12	43.85	1.32	26.94
Spray, Scaffold, Motorized Manlifts, Décor. & Sandblast	42.50	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.30	25.62	68.12	46.85	1.41	27.03

Art. III. Sec. 2. – REBNY / BCTC PLA: If by May 1, 2013, REBNY and the BCTC agree to a Project Labor Agreement applicable to work performed under this Agreement covering Interior Construction (as defined herein) in Manhattan which contains: (i) shift savings (i.e. no overtime on any shifts) and at least a ten percent (10%) reduction in the payroll costs attributable to the wage and benefit rates on any work being performed under the Project Labor Agreement, or (ii) at least a twenty percent (20 %) overall savings for Association members, then the Employers shall contribute an additional fifty cents (\$0.50) per hour as of May 1, 2013 and an additional fifty cents (\$0.50) per hour as of May 1, 2014 to the Health and Welfare Fund (the "Insurance Fund").

Art. III. Sec. 3 - Drywall Finishing (where applicable). The prevailing wages of Drywall Tapers and Painters shall be as follows:

As of 5/1/2011,	Wage*	H&W	Pens	Annu	Supp. Vac*	DC9 FTI	IUPAT FTI	IUPAT LMCI	IUPAT PAT*	IPF	Total Benefit Pkg	Total Package	Total Tax* Package	Check Off 3%	Stamp Price
per hour:															
Base rate	35.00	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.22	25.54	60.54	39.35	1.18	26.72
As of 5/1/2012,	Wage*	H&W	Pens	Annu	Supp. Vac*	DC9 FTI	IUPAT FTI	IUPAT LMCI	IUPAT PAT*	IPF	Total Benefit Pkg	Total Package	Total Tax* Package	Check Off 3%	Stamp Price
per hour:															
Base rate	35.50	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.28	25.60	61.10	39.85	1.20	26.80
As of 11/1/2012,	Wage*	H&W	Pens	Annu	Supp. Vac*	DC9 FTI	IUPAT FTI	IUPAT LMCI	IUPAT PAT*	IPF	Total Benefit Pkg	Total Package	Total Tax* Package	Check Off 3%	Stamp Price
per hour:															
Base rate	36.00	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.28	25.60	61.60	40.35	1.21	26.81
As of 5/1/2013,	Wage*	H&W	Pens	Annu	Supp. Vac*	DC9 FTI	IUPAT FTI	IUPAT LMCI	IUPAT PAT*	IPF	Total Benefit Pkg	Total Package	Total Tax* Package	Check Off 3%	Stamp Price
per hour:															
Base rate	37.50	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.29	25.61	63.11	41.85	1.26	26.87
As of 5/1/2014,	Wage*	H&W	Pens	Annu	Supp. Vac*	DC9 FTI	IUPAT FTI	IUPAT LMCI	IUPAT PAT*	IPF	Total Benefit Pkg	Total Package	Total Tax* Package	Check Off 3%	Stamp Price
per hour:															
Base rate	39.50	8.67	6.75	5.00	4.25	0.35	0.10	0.10	0.10	0.30	25.62	65.12	43.85	1.32	26.94

Art. III. Sec. 4. - Wallcovering.

(a) Wages, fringe benefits and work rules applicable specifically to wallcoverers are contained in the Wallcoverer's Price List set forth in Article XXVII of this Trade Agreement.

(b) Wages for wallcovering shall be paid weekly directly to the Wallcoverers performing the work and to no other person.

(c) Wallcoverers are employees and shall be entitled to the benefits required by federal and state laws and all other benefits included in this Trade Agreement.

Art. III. Sec. 5. - Decorating. Any JOURNEYPERSON who performs the work of decorating shall be paid as per Article III, Section 1. It is expressly understood that decorating work shall consist of designing, ornaments, flowers and figures, stenciling, fresco painting, marbleizing, graining, decorative stenciling, glazing, and the application of gold, silver, metal leafing, encaustic finishes and graphics.

Art. III. Sec. 6. - Show Up Time. Employees who are not put to work after having been instructed to come to work shall be paid for four (4) hours, except when they are not put to work because of an act of God or other circumstances beyond their employer's control.

Art. III. Sec. 7. - Layoffs.

(a) JOURNEYPERSONS laid off shall be paid the full day's wages if laid off during the day, except when the lay-off is caused by weather conditions.

(b) JOURNEYPERSONS laid off shall be paid their wages one-half hour before quitting time, and fringe benefits must follow within the next forty-eight (48) hours.

(c) Should any person referred for employment be terminated for just cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her referral hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

(d) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

(e) The provisions in subsections (c) and (d) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

(f) A program shall be offered by the District Council Apprenticeship Program for advanced or upgraded journeyman training for all journeymen working under this Agreement. Journeymen shall be required to take such courses.

(g) In cases where the terminations resulted strictly from lack of skills, the District Council Joint Trade Board may require the member to attend journeyman upgrade training classes.

Art. III. Sec. 8. - Foremen.

(a) For each day of work on which there are five (5) or more JOURNEYPERSONS on a job,

including the foreman, the foreman shall receive one (1) hour's pay in addition to the regular wages.

(b) All foremen shall be required to attend classroom instruction on O.S.H.A. rules and regulations. The classroom instruction will be provided through the Union.

(c) No foreman shall be paid the foreman's rate of pay unless he/she has complied with the foregoing instructional requirement.

(d) For the purpose of this section, a foreman is a JOURNEYPERSON so designated by his/her employer who is paid eight (8) hours pay for a seven (7) hour day.

(e) All foremen shall be bargaining unit employees designated by the Employer and shall for all purposes be agents solely of the Employer. No foreman shall be made nor shall be deemed to be an agent of the Union.

COST OF LIVING ADJUSTMENT

Art. III. Sec. 9. - Cost of Living Increase. Shall include all JOURNEYPERSONS and apprentices covered by this Trade Agreement.

Art. III. Sec. 9(A). - Effective Dates. Cost of Living wage adjustments shall be made effective at 12 month anniversary date intervals from the effective date of this Agreement until the expiration date of this Agreement.

Art. III. Sec. 9(B). - Basis for Adjustment. The amount of the cost-of-living adjustment shall be determined and redetermined as provided in (C) below on the basis of the official New York City Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics, US Department of Labor (1967=100) and referred to herein as the index.

Art. III. Sec. 9(C). - Amount of Allowance. The amount of the cost-of-living adjustment shall be computed as follows: April 1, 2012, April 1, 2013, April 1, 2014, and April 1, 2015 the most recent and available (i.e., March) index number shall be compared to the Index number 12 months prior and that a percent change shall be applied to all wage rates on May 1, 2011, May 1, 2012, May 1, 2013, and May 1, 2014, and May 1, 2015. The percent change shall be compared to the Index number 12 months prior and the percent change computed minus 6.5% shall be applied to all wage rates on May 1, 2012, on all wage rates in the Schedule A classification of Art. III. Sec. 1 and on May 1, 2013, the percent change as arrived at by Index number 12 month prior minus 6.5% shall be applied to all wage rates in the schedule A classification of Art. III. Sec. 1; and on May 1, 2014, the percent change as arrived at by Index number 12 month prior minus 6.5% shall be applied to all wage rates in the schedule A classification of Art. III. Sec. 1; and on May 1, 2015, the percent change as arrived at by Index number 12 month prior minus 6.5% shall be applied to all wage rates in the schedule A classification of Art. III. Sec. 1.

EXAMPLE: On July 1, 1975, the Bureau of Labor Statistics will publish their May index number on or about June 20, 1975. This May index number for New York City will be compared with the May index number for 1974 which was 152.5. Assuming that the index number of May,

1975 is 164.7. A percentage change is calculated by dividing the 164.7 by 152.5, which yields an 8.0 percent increase. According to the attached cost of living clause, Section. C above, 6.5% would be deducted from this, and the 1.5% percentage increase remaining would apply to the wage rate section of the agreement and increase the rate accordingly.

WORKING CONDITIONS

Art. IV. Sec. 1(A). - Standard Work Week. The regular time shall consist of thirty-five (35) hours per week divided into five (5) work days (from Monday to Friday inclusive) of seven (7) hours each. The start time each workday may be anytime from 6:00 a.m. to 9:00 a.m. with a half-hour for lunch four hours after the start time. Start times must be registered prior to the commencement of a job. Any job wishing to have a one (1) hour lunch period shall request special permission from the Union before instituting this procedure.

Art. IV Sec. 1(B). - A JOURNEYPEPERSON shall be permitted to take a ten minute rest period at 10:00 a.m. for coffee time, provided the JOURNEYPEPERSON does not leave the work site.

Art. IV Sec. 1(C). - In Nassau and Suffolk Counties, the morning break will be 15 minutes between the hours of 9:00 a.m. to 10:00 a.m. The employees will be permitted to sit and have coffee and a meal at their discretion not to exceed 15 minutes.

OVERTIME AND OVERTIME PERMITS

Art. IV Sec. 2(A). - All work outside of the standard work week as set forth in Art. IV. Sec.1(A), or on Holidays as defined below, shall be considered as overtime and paid for at the rate of time and one-half of the regular rate for wages. With respect to fringe benefits for overtime work, an Overtime Stamp consisting of the components of a regular straight-time stamp plus an additional half ($\frac{1}{2}$) annuity payment and an additional half ($\frac{1}{2}$) supplemental vacation payment only shall be purchased. However, no overtime work shall be permitted without the Union's permission.

Art. IV. Sec. 2(B). - Subject to Article IV. Sec. 2(C), below, overtime permits shall be granted for hours of work performed outside the Standard Work Week, and all work performed on Holidays. The Association employer shall obtain an overtime permit from the Union at least forty-eight (48) hours in advance, whenever possible.

Art. IV. Sec. 2(C). - Interior Construction Work. Upon receiving a commitment from REBNY concerning its members' interest in expanding the employment of Association members on Interior Construction work, there shall be no overtime for shift work on projects where the total square feet of the project is less than 50% of the building's total square feet or there are no more than three (3) trades working on the project or the project entails the alteration of retail locations including, without limitation, bank branches and retail stores. On all such "Interior Construction" projects, the first shift shall start between 6 a.m. and 9 a.m., absent a change in times in accordance with this Agreement. The second shift shall start after the end of the first shift and the third shift shall start after the second shift, subject to different times necessitated by the Contractor's phasing plans on specific projects.

Subsequent to April 30, 2012, the Joint Trade Board shall analyze what increase in work hours performed on the aforementioned types of projects has occurred in May 1, 2011 through April 30, 2012 time period as compared to the May 1, 2010 through April 30, 2011 time period. If the hours worked on such projects is greater than the hours worked in the prior time period, this provision shall continue to be part of the collective bargaining agreement. If, however, the hours worked on such projects are not greater than the hours worked in the prior time period, upon request of either party, this provision, Article IV. Sec. 2(c), shall cease as of May 30, 2013.

Art. IV. Sec. 2(D). - During the course of a year, all JOURNEYPERSONS in the shop shall be given an equal share of all overtime work whenever possible, and the assignment of such work shall be done in consultation with the Union.

Art. IV. Sec. 2(E). - All work performed on New Year's Day, Memorial Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day, and all work performed on new construction and alteration work, outside regular hours, shall be considered overtime work. Upon an employer demonstrating special circumstances, employees can work on Labor Day. If any of the holidays herein are designated by federal law to be celebrated on a day other than that on which they regularly fall, then for the purpose of this Trade Agreement the holiday shall be celebrated on the day set by said federal law with the same force and effect as if the day on which the holiday is celebrated was actually the holiday date. Any employee may individually elect to observe Martin Luther King, Jr. Day and shall be allowed the day off without penalty or compensation. The Sunday preceding Labor Day of each year shall be set aside as Memorial Sunday, in tribute to those brothers and sisters who have passed away.

Art. IV. Sec. 2(F). - Overtime Violations. In the event the Joint Trade Committee shall find an employer in violation of the overtime provisions of this Trade Agreement, excluding the failure to secure an overtime permit, it may authorize the Union to place fifty percent (50%) of the overtime workers on the employer's job for the period of one (1) year. Further, during the six (6) months following such violation, the Joint Trade Committee may require that the overtime compensation due to the employees be paid in the form of a separate check payable to each employee for the full overtime compensation which is paid directly to the employee.

The Joint Trade Board will be provided with a report of every market recovery job and every newly signed job employing Union members. All newly signed employers will be encouraged to join the appropriate Association. The Union shall review with the Joint Trade Board all organizing and market recovery efforts. This review process is for Association employers only as long as they are an all-union member and belong to the Finishing Contractors Association or its I.U.P.A.T. recognized successor.

ASSOCIATION – UNION COMMUNICATION

Art. V. - When the Association notifies the Union of the presence on a job of a non-union painting contractor working in the Trades, the Union shall respond to the Association within forty-eight (48) hours of receipt of the notification; provided, that the Association's notification is in writing and includes the best available address of the job in question.

OUT OF JURISDICTION WORK

Art. VI. Sec. 1. - Out of Jurisdiction Work -- The Contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the Employer's home area. It is further provided that these employees must be qualified to meet job requirements.

JURISDICTIONAL WORK RULES

Art. VI. Sec. 1. - Out of Jurisdiction Work. The Contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the IUPAT District Council or Local Union of the area where the work is performed.

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; and provided further that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees. In situations covered by the last provision, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts, and is also enforceable by the Union party to this agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.

Art. VI. Sec. 2. - Out of Town Expenses. On all out-of-town jobs, the JOURNEYPELSON shall be provided with transportation by his/her employer. Commuting time in excess of one (1) hour shall be paid for at the regular wage rate, but shall not exceed eight (8) hours in every twenty-four (24) hour period. A JOURNEYPELSON who commutes out of town at night shall not be paid for such commuting time, but sleeping accommodations and meals shall be provided. On all work performed in (a) the five Counties of New York City; (b) Westchester and Putnam Counties; and (c) Nassau and Suffolk Counties, fifty percent (50%) of all manpower up to 4 workers must come from the local unions in the respective area.

Art. VI. Sec. 3. - Employees required to remain out-of-town overnight or longer shall be paid one (1) hour additional pay per day and an allowance of not less than \$100.00 per day for room and board, unless his/her employer provides equivalent room and board acceptable to the employee. The employer must submit receipts for any reimbursements paid by check or cash.

Art. VI. Sec. 4. - Any Bargaining Unit member required by his/her employer to use his/her own automobiles for work outside the Union's jurisdiction shall be reimbursed at the rate of not less than the applicable IRS standard reimbursement per mile for expenses.

APPRENTICE REGULATIONS

Art. VII. Sec. 1. - The wage rates for all apprentices shall be based upon JOURNEYPEPERSON wages provided in Articles III and XXVII, and shall be as follows:

<u>1st YEAR APPRENTICE</u>						<u>2nd YEAR APPRENTICE</u>				
	5/1/2011	5/1/2012	11/1/2012	5/1/2013	5/1/2014	5/1/2011	5/1/2012	11/1/2012	5/1/2013	5/1/2014
<i>per hour</i>	4/30/2012	10/31/2012	4/30/2013	4/30/2014	4/30/2015	4/30/2012	10/31/2012	4/30/2013	4/30/2014	4/30/2015
Wage*	13.25	14.20	14.40	15.00	15.80	17.50	17.75	18.00	18.75	19.75
H & W	8.67	8.67	8.67	8.67	8.67	8.67	8.67	8.67	8.67	8.67
Pension	1.01	1.01	1.01	1.01	1.01	2.70	2.70	2.70	2.70	2.70
Annuity	===	===	===	===	===	1.00	1.00	1.00	1.00	1.00
Vacation*	0.75	0.75	0.75	0.75	0.75	1.91	1.91	1.91	1.91	1.91
DC9 - FTI	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35
IUPAT - FTI	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
LMCI	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
PAT*	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
I.P.F.	0.23	0.28	0.28	0.29	0.30	0.23	0.28	0.28	0.29	0.30
Total Benefit Pkg	11.31	11.36	11.36	11.37	11.38	15.16	15.21	15.21	15.22	15.23
Total Taxable*	14.10	15.05	15.25	15.85	16.65	19.51	19.76	20.01	20.76	21.76
Check-off	0.42	0.45	0.46	0.48	0.50	0.59	0.59	0.60	0.62	0.65
Stamp Price	11.73	11.81	11.82	11.85	11.88	15.75	15.80	15.81	15.84	15.88

<u>3rd YEAR APPRENTICE</u>						<u>4th YEAR APPRENTICE</u>				
	5/1/2011	5/1/2012	11/1/2012	5/1/2013	5/1/2014	5/1/2011	5/1/2012	11/1/2012	5/1/2013	5/1/2014
<i>per hour</i>	4/30/2012	10/31/2012	4/30/2013	4/30/2014	4/30/2015	4/30/2012	10/31/2012	4/30/2013	4/30/2014	4/30/2015
Wage*	21.00	21.30	21.60	22.50	23.70	28.00	28.40	28.80	30.00	31.60
H & W	8.67	8.67	8.67	8.67	8.67	8.67	8.67	8.67	8.67	8.67
Pension	3.38	3.38	3.38	3.38	3.38	6.08	6.08	6.08	6.08	6.08
Annuity	2.60	2.60	2.60	2.60	2.60	4.40	4.40	4.40	4.40	4.40
Vacation*	2.54	2.54	2.54	2.54	2.54	3.42	3.42	3.42	3.42	3.42
DC9 - FTI	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35
IUPAT - FTI	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
LMCI	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
PAT*	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
I.P.F.	0.23	0.28	0.28	0.29	0.30	0.23	0.28	0.28	0.29	0.30
Total Benefit Pkg	18.07	18.12	18.12	18.13	18.14	23.45	23.50	23.50	23.51	23.52
Total Taxable*	23.64	23.94	24.24	25.14	26.34	31.52	31.92	32.32	33.52	35.12
Check-off	0.71	0.72	0.73	0.75	0.79	0.95	0.96	0.97	1.01	1.05
Stamp Price	18.78	18.84	18.85	18.88	18.93	24.40	24.46	24.47	24.52	24.57

Art. VII. Sec. 2. - All apprentices shall be indentured for a four (4) year apprenticeship. A year shall be completed upon performance by the apprentice of 1500 hours of on the job training with Signatory Employers and 144 hours of instruction conducted by the District Council No. 9 Joint Apprenticeship and Training Fund. Upon completion of the apprentice program, such apprentice shall be considered a full fledged JOURNEYPEPERSON and shall receive full

JOURNEYPERSON wages, provided the apprentice complied with the rules of the Joint Apprentice Committee, as defined in Article VII, Section 8.

Art. VII. Sec. 3. - Employers shall not require that an apprentice work when the apprentice is required to attend Apprentice Training School unless the Employer has received permission in advance from the Apprentice Training Coordinator.

Art. VII. Sec. 4. - All submitted bills covering wallcoverer apprentices shall state the classification of apprenticeship and the number of hours worked. Bills must be submitted and paid weekly.

Art. VII. Sec. 5. - Apprentice Ratio. For the term of this Trade Agreement, the ratio of apprentices to JOURNEYPERSONS must be maintained at one (1) apprentice for every three (3) JOURNEYPERSONS employed per shop.

Art. VII. Sec. 6. - Violations. Upon the failure of an Employer to comply with the terms of Sections 4 and 5 above, the Joint Apprentice Committee, after due notice to the Employer, shall designate the appropriate number of apprentices to be employed in the shop.

Art. VII. Sec. 7. - No apprentice receiving less than 60% of JOURNEYPERSON wages shall be placed in a shop unless that shop already employs at least one apprentice receiving the 80% rate. This rule may be waived when there are no apprentices available in the category of 80%. No apprentice receiving less than 80% of the JOURNEYPERSON wages shall work by himself on a job.

Art. VII. Sec. 8. - The Joint Apprentice Committee shall consist of six (6) members, three of whom shall be designated by the Association of Master Painters & Decorators of New York, Inc. and three shall be designated by the Union. One of the three designated by each party shall include a representative of the wallcoverers craft and another representative will be from the dry wall tapers craft. The Joint Apprentice Committee shall be responsible for the placement and training of apprentices in the Trades as work is available, and in accordance with any rules adopted by the Joint Apprentice Committee.

Art. VII. Sec. 9. - The conditions of employment of apprentices shall be regulated by the Joint Apprentice Committee, which shall also have the power to formulate regulations for a system of required employment for apprentices including the supervision of apprentices, however, no restrictions shall be placed on the type of work performed or the tools utilized by apprentices. All apprentices shall be bound by the Agreement they sign and by all the rules and regulations of the Joint Apprentice Committee.

Art. VII Sec. 10. - The bargaining parties direct the trustees of the Joint Apprentice Committee to create a mentor program for apprentices.

Art. VII Sec. 11. - The Parties agree to cooperate in adjusting the apprentice package to comply with all applicable laws.

PAYMENT OF WAGES

Art. VIII. Sec. 1. - Wages shall be paid on the job, during regular working hours. Payday shall be on Thursday. Wages shall be paid by check. In the event that the payday falls on a holiday, payment shall be made on the day before the holiday. If payment by check is made on a Friday or on the day before a holiday, the employees shall be allowed one half hour off to cash their checks. Work week ending must be on Tuesday. Association employers who have previously disbursed payroll checks without sufficient funds (one offense) shall be liable for a 20% penalty, or in an amount determined by the Joint Trade Committee. The penalty shall be paid to the employee in addition to the amount for which the check was written.

Art. VIII. Sec. 2. - JOURNEYPERSONS and apprentices not paid on the day provided in the preceding Sec.1 shall be paid two (2) hours pay in addition to the wages due them. If the JOURNEYPERSONS and apprentices are not paid by the following Monday at 8:00 a.m., upon notification from the Union to the Association employer, no JOURNEYPERSON or apprentice shall start work on that job until payment is made in full to all JOURNEYPERSONS and apprentices. In addition to all other sums due them, the JOURNEYPERSONS and apprentices shall not be paid less than a full day's wages for that day.

Art. VIII. Sec. 3. - Not more than two day's pay shall be held back.

Art. VIII. Sec. 4. - Wage Statements. At the time of payment of wages, the Association employer shall give to each Employee a statement in ink or indelible pencil showing the amount of each and every deduction from the wages, including administrative dues check-off as provided in Article XX, section 10. The statement shall also show the employee's Social Security number and signatory Association employer's name and employer identification number or state that it is issued by a payroll company on the signatory employer name's behalf.

Art. VIII. Sec. 5. - Time sheets may be provided by the Association employer. If provided, time sheets shall be filled out by each JOURNEYPERSON and apprentice, upon request of the Association employer.

JOB STEWARDS

Art. IX. Sec. 1(A). - Job Stewards. On any job employing two (2) or more employees, the Union shall select a Job Steward from among the employees working on the job. The selected Job Steward must be a qualified Journeymen and be certified through the Union's Steward's course and all employees are eligible to attend the course and become certified. Once the Job Steward is selected, he shall remain on the job as the second to last man on the job. All employers outside the jurisdiction of this District Council must have a Job Steward from the Union Hall, on each job. The qualifications of steward are in the DC 9 By-Laws.

Art. IX. Sec. 1(B). - Unqualified or unproductive job stewards may be removed, subject to review by the Joint Trade Committee, which shall convene a hearing within 24 hours.

Art. IX. Sec. 1(C).

(a) If the Union files a grievance in accordance with Article XIII of this Trade Agreement for (i) the use of non-union employees on the job; or (ii) non-payment of wages or fringe benefit stamps or shortages thereof, the Joint Trade Committee shall conduct a hearing within forty-eight (48) hours. All work shall continue on said job pending the hearing. No postponements of the hearing shall be granted under any circumstances. If the hearing does not take place within 48 hours because of management's unavailability, the Union reserves the right to stop the job.

(b) If the Joint Trade Committee finds that an employer has committed either of the violations set forth in sub-section (a) above, the remedies shall be as follows:

- (i) First violation for use of non-Union employee(s): the Union will appoint a job steward from the Union Hall on all the employer's jobs employing two (2) or more employees for a period of one year.
- (ii) Second violation for use of non-Union employee(s): the Union will appoint a job steward from the Union Hall on all of the employer's jobs employing two (2) or more employees for the life of this Trade Agreement.
- (iii) First violation for non-payment or shortage of wages: the Union will appoint a job steward from the Union Hall on all the employer's jobs employing two (2) or more employees for a period of one year.
- (iv) Second violation for non-payment or shortage of wages: the Union will appoint a job steward from the Union Hall on all of the employer's jobs employing two (2) or more employees for the life of this Trade Agreement.
- (v) First violation for non-payment of fringe benefit stamps or shortages thereof for all employees on the job: The Union will appoint a job steward from the Union Hall for the duration of the job on which the violation was committed.
- (vi) Second violation for non-payment of fringe benefit stamps or shortages thereof for all employees on the job: The Union will appoint a job steward from the Union Hall on all of the employer's jobs employing two (2) or more employees for a period of one year.
- (vii) In the event that a job steward has been removed from a job, the placed job steward will be of the same status (e.g., journeyman, apprentice) as the job steward being removed.

(c) In the event that there is an individual stamp or wage shortage for an employee working on a job, the Union will notify the employer in writing and demand that the employee be made whole. The employer will then have forty-eight (48) hours from verified receipt of the Union's written demand to make the employee whole. If the employer fails to make the employee whole within forty-eight (48) hours, the Union may remedy the violation in accordance with sub-sections (a) and (b) above.

(d) No Retaliation. There shall be no retaliation by the employer against any employee who reports to the Union any alleged violation of this Trade Agreement. The employee must report the violation to the Union within fourteen (14) days of the date of the occurrence of the violation. The Union must file a grievance on said violation in accordance with Article XIII of this Trade Agreement within thirty (30) days of the date it receives the complaint from the employee. The grievance and arbitration procedures of Article XIII of the Trade Agreement must be exhausted before the employee may individually commence an action in any other forum to remedy any alleged violation of this Trade Agreement.

SHOP STEWARDS

Art. IX. Sec. 2(A). - Shop Stewards. All new Employers who become parties to this Agreement shall have a shop steward appointed by the Union. In shops having the following annual payroll or less, there shall be a Shop Steward who shall be placed solely by the Union:

As of January 1, 2011:	\$1,150,000.00
As of January 1, 2012:	\$1,250,000.00
As of January 1, 2013:	\$1,350,000.00
As of January 1, 2014:	\$1,450,000.00

The annual payroll amounts set forth above shall be based on the calendar year immediately preceding each date set forth above. The annual payroll amounts shall be based on bargaining unit employees only.

The selected Shop Steward must be a qualified Journeymen and be certified through the Union's Steward's course and all employees are eligible to attend the course and become certified

Art. IX. Sec. 2(B). - Unqualified or unproductive shop stewards may be removed, subject to review by the Joint Trade Committee, which shall convene a hearing within 24 hours.

Art. IX. Sec. 2(C). - Duties of the Shop Steward shall be as follows:

The duties of a Steward shall consist of examining the dues books, work cards, and reviewing and reporting for stamp program compliance of the Journeypersons and Apprentices on the job and enforcing Union conditions and proper working conditions.

It is the responsibility of every employer to submit weekly reports provided by the Union and designated or called "Shop Steward Reports". Failure to submit such reports will result in a fine of five hundred dollars (\$500) for each missing report.

Art. IX. Sec. 2(D). - If any Steward is paid and receives any money or other things of value over and above his regular JOURNEYPersons wages for work actually performed in accordance with the provisions of this Agreement, the Joint Trade Board shall impose appropriate penalties upon both Employer and the Steward. All the JOURNEYPersons on the job shall receive the same wages as the Steward has received during the period of his violation, and the Steward shall be removed from the Steward List for a period of at least five (5) years.

TIME FOR STEWARDS' DUTIES

Art. IX. Sec. 3(A). - A Steward shall perform a fair day's work as a working JOURNEYPERSON.

Art. IX. Sec. 3(B). - No Steward shall be discriminated against for the proper performance of their duties. Said Steward shall be allowed for the performance of their Steward's duties not less than one hour per day, on jobs having five or more men.

STEWARDS' COMMITTEE

Art. IX. Sec. 4. - There shall be a Stewards' Committee composed of two representatives appointed by the Associations and two representatives appointed by the Union.

Art. IX. Sec. 5. - The Stewards' Committee shall hear Employer complaints against Stewards on charges of misconduct or Union complaints of abuse of Steward's rights and shall meet within 48 hours. The Steward may not be suspended pending the disposition of charges if such failure is due to the absence of the Employer's representatives. He may be so suspended, however, if the Committee's failure to meet is due to the absence of the Union's representatives. A quorum of the Committee shall consist of one representative from each side and its finding shall be decided by unit vote.

Art. IX. Sec. 6. - Deadlock. In the event the Steward committee deadlocks or otherwise fails to decide any complaint, either party may, within thirty days, refer the complaint to the Joint Trade Board for final and binding decision, in accordance with the rules and regulations of the Board.

Art. IX. Sec. 7. - The parties agree to establish a joint labor-management committee, the purpose of which is to identify violations of this Trade Agreement by, including but not limited to, reviewing shop steward reports and remittance reports. The committee will meet on a regular basis. The committee will hire one full-time staff person whose function will be, among other responsibilities to be determined by the committee, to monitor shop steward reports and remittance reports and report to the committee any potential violations of the Trade Agreement for further action by the committee, and to make site visits as necessary to ascertain whether the Trade Agreement is being violated.

JOB REGISTRATION

Art. X. Sec. 1. - Registration of Jobs.

(a) Every Association employer must register with the Union prior to the commencement of any unscheduled job, on a written, numerically ordered job registration form that shall be provided by the Union. The completed registration form shall state the exact location and nature of the job or operation. The Association employer on a scheduled job or operation shall, within twenty-four (24) hours after the commencement of the job or operation, file with the Union a written statement of the exact location and nature of the job or operation, and shall not thereafter be required to make any further report with respect to such job or operation within that calendar year. In the event that any work on said job or operation is done by any other employer, such other Association employer shall, within forty-eight (48) hours after commencement of the work,

file with the Union a written statement of the work to be performed by the other employer. All exterior work shall be reported each time, prior to starting the job. The number of registrations filed must coincide with dates of the work performed.

(b) All job registrations from all areas under the jurisdiction of the Union must be faxed to 212-255-1151 or 212-255-2968, filed electronically or mailed by overnight express to the Union's offices at 45 West 14th Street, New York, NY 10011, prior to commencement of any job or operation requiring registration.

(c) An on-line job registration / overtime permit system shall be established.

Failure to register all jobs on a timely basis will result in fines as established and amended by the Joint Trade Committee.

(d) Scheduled buildings shall be registered when work commences and thereafter re-registered with the Union on January 1 of each year.

(e) Every Association employer shall report the loss of any scheduled building to the Union in writing within twenty-four (24) hours.

UNION REPRESENTATIVES

Art. XI. – Any Union Representatives and/or Union employee, may visit all jobs and shops for the purpose of ascertaining compliance with the provisions of this Trade Agreement. Association employers will make their best efforts to gain access to buildings where they are working for Union Representatives and/or Union employee to investigate compliance with the provisions of this Trade Agreement.

GRIEVANCES AND DISPUTES

Art. XII. Sec. 1. - The Employee Grievance Procedure shall be as follows:

(a) Foreman Review. An employee's grievance shall first be presented by his Steward to the foreman. If no satisfaction is reached within twenty-four (24) hours, that matter shall be referred to the Association employer and the Union.

(b) Steward's Review. The Steward shall review the grievances with the supervisor or any other representative designated by the Association employer. If a satisfactory settlement is not reached within twenty-four (24) hours, the matter shall then be reduced to writing and referred to the Joint Trade Committee for hearing and decision pursuant to Article XIII of this Trade Agreement.

JOINT TRADE COMMITTEE & JOINT TRADE BOARD

Art. XIII. Sec. 1. - Joint Trade Committee.

The Joint Trade Committee is hereby created, for the Union and Employers covered by this Trade Agreement. The Joint Trade Committee shall consist of not less than two (2) Association representatives and two (2) Union representatives. The Association representatives shall be appointed by the Association of Master Painters and Decorators of New York, Inc. which shall select such representatives for the Joint Trade Committee except in cases where a glazing contractor is a respondent in which case the Window and Plate Glass Dealers Association shall appoint one of the Association members of the Joint Trade Committee and where a drywall taping contractor is a respondent in which case the Drywall Taping Contractors' Association of Greater New York shall appoint one of the Association members of the Joint Trade Committee.

Art. XIII. Sec. 2. - Joint Trade Board.

A Joint Trade Board is hereby created, which shall be comprised of the President of the Association of Master Painters and Decorators of New York, Inc., and the Business Manager / Secretary-Treasurer of the Union, or representatives respectively designated by each of them.

Art. XIII. Sec. 3. - Jurisdiction of the Joint Trade Committee and Joint Trade Board.

(a) The Joint Trade Committee and Joint Trade Board are empowered to hear and decide in arbitration as hereinafter provided, all grievances and disputes which arise between the parties as to the interpretation or application of this Trade Agreement and to make such awards or assess remedies, damages and penalties for violations of this Trade Agreement. The Joint Trade Committee and Joint Trade Board shall have the authority to issue awards with respect to all grievances and disputes in any manner which they deem reasonable. The Joint Trade Committee and the Joint Trade Board shall have all powers necessary to remedy complaints brought before them including, but not limited to (i) wages and contributions owed; (ii) liquidated damages; (iii) interest on monies due; (iv) attorneys' and auditors' fees; and (v) the cost and expenses of arbitration; and (vi) any fines and/or penalties imposed.

(b) All grievances or disputes against members of either party to this Trade Agreement, for alleged violations of the same, which have not been adjudicated by the Joint Trade Committee for any reason, shall be adjudicated by the Joint Trade Board.

(c) The Joint Trade Committee and the Joint Trade Board upon hearing any grievance alleging an employer's failure to pay fringe benefit contributions shall not issue an award requiring payment of such contributions or late charges. Rather, the Joint Trade Committee or Joint Trade Board shall deliver a written finding of delinquency to the Funds for further enforcement. The judgment by the Joint Trade Committee or Joint Trade Board shall be a recommendation and not binding on the Funds. The Joint Trade Committee or Joint Trade Board, upon issuance of a finding of delinquency, may also issue an award requiring the payment of the fines set forth in Article XIII, Section 11, Violation 9 and to order the remedies set forth in Article IX.

(d) The Joint Trade Committee and the Joint Trade Board are also empowered to (i) issue interpretive rules or other rules and regulations as they deem necessary to give full force and effect to their decisions; (ii) conduct audits of Association employers' records; (iii) upon request of both parties, recommend amendments or changes to this Trade Agreement; and (iv) appoint such persons or committees as may be necessary to aid in the performance of their duties.

Art. XIII. Sec. 4. – Procedures.

- (a) The Joint Trade Committee and Joint Trade Board may, when deemed necessary, promulgate amendments and revisions to the rules and regulations set forth in this Article governing their own conduct. The parties to this Trade Agreement agree to be bound by any such amendments and revisions.
- (b) The Joint Trade Committee and Joint Trade Board shall meet at their discretion.
- (c) When the Joint Trade Committee votes on a question, complaint or finding, the Association and the Union shall each have one (1) vote and these votes shall be equal regardless of the number of representatives present and voting.
- (d) The decisions, findings and award of the Joint Trade Committee and/or the Joint Trade Board shall be final and binding upon the Association employer and the Union, all members thereof, and all interested parties.

RULES AND REGULATIONS

Art. XIII. Sec 5.

(a) Filing of the Demand to Arbitrate a Grievance or Dispute.

(i) A demand to arbitrate a grievance or dispute shall be in writing and shall be filed by mail or hand-delivered to the Joint Trade Committee by either the Union or the Association. Demands also shall be filed by the Union to the Association and by the Association to the Union. The demand shall state the name of the aggrieved party, and the name of the party against whom the grievance or dispute is asserted. The party filing the grievance or dispute shall thereafter be called the complainant. The party against whom the grievance or dispute is asserted shall thereafter be called the respondent.

(ii) Each demand shall set forth only one alleged grievance or dispute in simple and concise form, and shall set forth the basis of the grievance or dispute, with appropriate reference to the Trade Agreement provisions at issue, to the extent known. The demand shall also set forth the date of the particular incident and, if known, the name(s) of the person and/or Association employer(s) involved. The demand may also set forth the remedy sought.

(iii) Every demand to arbitrate shall specify the name of the party serving the demand, or of an officer or agent thereof if such party is an association or corporation, and shall state that unless the party served applies to stay the arbitration within twenty (20) days after such service or, in the case of Article IX grievances, 48 hours after such service, he/she shall thereafter be precluded from objecting that a valid agreement was not made or has not been complied with, and from asserting in court the bar of a limitation of time.

(b) Service of the Demand to Arbitrate a Grievance or Dispute and Setting of the Date of Hearing.

(i) Simultaneously with the filing of the demand with the Joint Trade Committee, the complainant will serve a copy of the demand upon the respondent. Within fourteen (14) days of the filing of the demand, the Joint Trade Committee shall notify the complainant and respondent of the date and time for the hearing of the grievance or dispute before the Joint Trade Committee. Service upon the respondent of the complainant's demand to arbitrate, and service upon the complainant and respondent by the Joint Trade Committee of the notice of the date of the hearing of the arbitration, shall be by certified mail and return receipt requested, or overnight express mail. The mailing to an Association employer shall be made to the Association employer's address on file with the Union.

(ii) The date set for the hearing by the Joint Trade Committee shall not be less than twenty (20) days, nor more forty-five (45) days, from the date the notice was mailed by the Joint Trade Committee.

Art. XIII. Sec. 6. – Respondent.

The respondent may submit to the Joint Trade Committee and to the complainant a response to the complainant's demand to arbitrate, provided that the response is received by the Joint Trade Committee no less than three (3) days before the date of the hearing fixed in the notice.

Art. XIII. Sec. 7. - Arbitration Hearings.

(a) Representation of the Complainant and Respondent. The Union as a complainant or respondent shall be represented at the hearing by an officer or representative of the Union authorized by its Secretary-Treasurer to act in such capacity, or by the business representative of the local union having jurisdiction over the geographical area where the incident giving rise to the demand to arbitrate occurred. An Association employer as a complainant or respondent, if a corporation, shall be represented at the hearing by an officer thereof, or, if a sole proprietorship, partnership or unincorporated business association, by a principal thereof. If a complainant or respondent is a member of an employer association recognized by the Union, it may also be represented at the hearing by a duly authorized member of such association. A party has the right to be represented at the hearing by legal counsel.

(b) Hearing procedures. The arbitration hearing shall be conducted by two (2) chairpersons who shall be members of the Joint Trade Committee, one of whom shall be an Association representative and the other a Union representative. The grievance or dispute, proof of due service of same and any response thereto by the respondent will be presented at the inception of the hearing. The complainant may present witnesses and other evidence in support of the request, and the respondent may present witnesses in its defense. The respondent and complainant will both have the right of cross-examination. The Joint Trade Committee shall be the judge of the relevance and materiality of the evidence offered, and conformity to the state or federal rules of evidence shall not be necessary. The Joint Trade Committee (and any subsequent arbitrators, i.e. the JTB or AAA, pursuant to this Article) shall also consider any alleged violations of the National Labor Relations Act and apply any statutory remedies, if any, with respect to any violation of the National Labor Relations Act.

(c) Nature of Hearings. Hearings shall be as informal as may be reasonable and shall be conducted in the manner considered appropriate by the chairpersons. The chairpersons shall have the authority to vary the procedures as they deem necessary in order to insure that each party is afforded a full and fair opportunity to present any and all material and relevant evidence.

(d) Corroborating Witness. Absent extraordinary circumstances, the Union must produce a corroborating witness (i.e., an individual with firsthand knowledge of the violation) to the Joint Trade Committee in order to meet its burden of proof at a hearing. There shall be no retaliation against any member who provides witness testimony to the Joint Trade Committee.

(e) Minutes of Proceedings. Any party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other party and the Joint Trade Committee at least three (3) days in advance of the scheduled hearing date. The requesting party shall pay the cost of the transcript and a copy of same must be made available at no cost to the Joint Trade Committee upon the conclusion of the hearing.

(f) Postponements. Except as provided in Article IX, Section 1(a) and (c), the Joint Trade Committee may, for good cause shown, postpone any hearing upon the request of a party or upon the Joint Trade Committee's own initiative, and shall also grant such postponement when all of the parties agree.

(g) Hearings in the Absence of a Party. The hearing may proceed in the absence of a party or representative who, after due notice, fails to appear or fails to obtain a postponement. A decision and award of the Joint Trade Committee or Joint Trade Board shall not be made solely on the default of a party. The Joint Trade Committee shall require the party who is present to submit such evidence as may be required for the making of a decision.

(h) Interpretation and Application of Procedures, Rules and Regulations. The Joint Trade Committee and Joint Trade Board shall interpret and apply the above procedures, rules and regulations insofar as they relate to the power and duties of the Joint Trade Committee and the Joint Trade Board, respectively. If an unresolvable difference arises between the Union and Association representatives on the Joint Trade Committee concerning the meaning or application of these procedures, rules and regulations, it shall be resolved and decided by the Joint Trade Board.

Art. XIII. Sec. 8. - Awards

(a) The Joint Trade Committee will, no later than thirty (30) days after the close of the hearing, adjust or dispose of the grievance or dispute by rendering an award which may include the imposition of fines and/or penalties, and any statutory remedies available under the National Labor Relations Act. The fines or penalties which may be imposed by the Joint Trade Committee are set forth in the schedule of standardized fines which are made a part of this Article as Section 11. If a demand for arbitration seeks the recovery of wages and/or benefits, the calculation of those wages and benefits shall be presented and determined at the hearing and the total amounts owed shall be reflected in the award.

(b) In the event the Joint Trade Committee fails to render an award within the time provided in the preceding sub-section (a) or a decision cannot be made due to deadlock of the Joint Trade

Committee, the Joint Trade Committee shall submit the grievance or dispute to the Joint Trade Board, and the Joint Trade Board shall render an award. The failure of the members of the Joint Trade Board to be present at the arbitration hearing before the Joint Trade Committee shall not preclude the issuance of an award by the Joint Trade Board.

(c) The awards of the Joint Trade Committee and/or the Joint Trade Board, including an award of fines or penalties, shall be final and binding upon the complainant and respondent and all interested parties, and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction thereof.

Art. XIII. Sec. 9. - Fines and Penalties

(a) All fines and penalties awarded by the Joint Trade Committee and/or the Joint Trade Board, less the reasonable administrative cost and expenses actually incurred, shall be used to defray the costs of District Council No. 9's enforcement of Joint Trade Committee awards, to advance the industry, to sponsor educational programs for the members in good standing of the Union and their children, to aid and assist in the establishment of programs to increase business activity within the industry and develop and maintain maximum job opportunities for those Union members.

(b) When a Joint Trade Committee or the Joint Trade Board finds that an Association employer is guilty of violating the Trade Agreement, the Joint Trade Committee or the Joint Trade Board may, at its discretion, authorize the Union to designate up to fifty percent (50%) of the JOURNEYPERSONS in the employ of such Association employer for a period not exceeding six (6) months, provided that, with respect to violations of Article IV, the remedies set forth in Article IV, Section 2(E) shall be applicable.

Art. XIII. Sec. 10. - Protection of Complainants.

No Association employer shall dismiss any JOURNEYPERSON for giving evidence at an arbitration hearing. Such person giving evidence or testimony shall have the protection of the Joint Trade Committee and Joint Trade Board.

Art. XIII. Sec. 11. - Schedule of Fines.

The schedule of fines which shall be in effect for the duration of this Trade Agreement, or until such time as amended by the Joint Trade Board, will be not less than the following:

Violation 1: No Registration

1st Offense

\$500.00

2nd Offense

\$750.00

3rd Offense

\$1500.00 - within 12 months, plus the Joint Trade Committee has discretion to implement 50% of the men on the job from the Union

Violation 2: No registration and non-union men on the job

1st Offense

\$1500.00 - no registration

\$1500.00 - each non-union man

2nd Offense

\$2000.00 - no registration, plus \$1500.00 for each non-union man, plus the Joint Trade Committee has discretion to implement 50% of the men on the job from the Union

Violation 3: No overtime permit

1st Offense

\$500.00

2nd Offense

\$1000.00

3rd Offense

\$1500.00 - within 12 months, plus the Joint Trade Committee has discretion to implement 50% of the men on the job from the Union

Violation 4: No overtime permit with non-union man on the job

1st Offense

\$3000.00 - no permit

\$1500.00 - each non-union man

2nd Offense

\$5000.00 - no permit

\$2000.00 - each non-union man

3rd Offense

\$6000.00 - within 12 months, plus \$3000.00 for each nonunion man plus the Joint Trade Committee has discretion to implement 50% of the men on the job from the Union

Violation 5: Discrimination against Job or Shop Steward or retaliation against "whistleblowers"

1st Offense

Wages and fringe benefits \$1000.00 liquidated damages

Violation 6: Non-Union man

1st Offense

\$2000.00 - for each non-union man plus \$1000.00 liquidated damages

2nd Offense

\$5000.00 - for each non-union man plus \$1500.00 liquidated damages plus the Joint Trade Committee has discretion to implement 50% of the men on the job from the Union

Violation 7: Subcontracting to non-union employer

1st Offense

Penalty contingent upon size and scope of project plus \$3000.00 liquidated damages

Violation 8: Failure to submit Shop Steward Reports or Remittance Reports

1st Offense

\$500.00 - each missing report

Violation 9: Failure to pay wages and/or fringe benefits or payment in cash for wages and/or fringe benefits

1st Offense

Any wages and fringe benefits owed plus liquidated damages in an amount equal to the unpaid (or cash-paid) fringe benefits only, but no less than \$2,000.00

Violation 10: Use of market recovery or other special rate journeyperson(s) on non market recovery job(s) or other corresponding operation(s)

1st Offense

Three times the penalty of Violation 6 above

Applicable to all violations above:

In addition to the penalty listed above with respect to the violations set forth in Section 11 above, with the exception of violations 1 and 8 (addressed below), if a violation is found the Joint Trade Committee and /or the Joint Trade Board shall direct the Union to appoint a job steward from the Union Hall for the duration of the job. With respect to violations 1 and 8, in addition to the penalty listed above with respect to the violations set forth in Section 11 above, the Joint Trade Committee and/or the Joint Trade Board may direct the Union to appoint a job steward from the Union Hall for the duration of the job.

Art. XIII. Sec. 12. - Deadlock or Failure of the Joint Trade Board to Render a Decision.

If the Joint Trade Board deadlocks or otherwise fails to render an award deciding any grievance or dispute within fourteen (14) days of submission to it by the Joint Trade Committee, either party may, within thirty (30) days of the expiration of said fourteen (14) day period, refer the grievance or dispute to arbitration by filing a written request with the Joint Trade Board, with a copy served upon the opposing party. Upon receipt of such request, the Joint Trade Board shall promptly submit such grievance or dispute to arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association ("AAA"). The decision of the AAA arbitrator shall be final and binding.

STRIKES AND LOCKOUTS

Art. XIV. Sec. 1. - There shall be no strikes or lockouts in the shops or upon the work of any Association employer, nor shall the members of the Union collectively leave the job of an Association employer. The Union reserves its constitutional right not to work with non-union journeypersons. It is further agreed that before the Union removes any JOURNEYPEPERSON or apprentice from a job site under this reserved right, the Union shall give notice as soon as reasonably possible, but at least twenty-four (24) hours' notice, to the employer, and the Joint

Trade Board or the Joint Trade Committee. It is agreed that no support is to be given to a union that has removed its journeypersons in violation of any applicable no-strike clause.

Art. XIV. Sec. 2. - Any Association employer who has been judged by the Joint Trade Board or the Joint Trade Committee to be in violation of this Trade Agreement or guilty of any charge brought against it before the Joint Trade Board or the Joint Trade Committee shall be outside the protection of Art. XIV, Sec. 1, until such time as it is in compliance.

Art. XIV. Sec. 3. - If an Association employer fails to comply with a decision of the Joint Trade Board or a Joint Trade Committee, the Union must order its JOURNEYPersons and apprentices to cease work until that Association employer is in compliance on any and all jobs.

Art. XIV. Sec. 4. - Employees covered by this Trade Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union has the right to withdraw employees covered by this Trade Agreement whenever the Association employer is involved in a legitimate primary labor dispute with any bona fide labor organization.

Art. XIV. Sec. 5. - For any foreman who receives a minimum of 48 weeks of pay from one Association employer, District Council No. 9 will, upon written request from that Association employer, make arrangements so that mandatory picketing by that foreman will not interfere with his or her work schedule. The Association employer must identify the foremen on its roster at the time of its written request, which must be made during the month of January for that year. In connection with this paragraph only, the Association employer shall notify the Union in writing if a foreman's status changes.

SUBCONTRACTS

Art. XV. Sec. 1. - To protect and preserve for the employees covered by this Trade Agreement all work they have performed and all work covered by this Trade Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed that if any Association employer performs on-site construction work of the type covered by this Trade Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Association employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Trade Agreement shall be applicable to all such work.

Art. XV. Sec. 2. - All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Trade Agreement on the handling of grievances and the final and binding resolution of disputes as provided in Articles XII and XIII. As a remedy for violations of this Article, the Joint Trade Committee, the Joint Trade Board or a AAA Arbitrator shall, at the request of the Union, be able to require an Association employer (i) to pay to affected employees covered by this Trade Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations; and (ii) to deposit into the affected Joint Trust Funds to which this Trade Agreement requires contributions any delinquent contributions that resulted from the

violations. The Joint Trade Committee or Joint Trade Board or AAA Arbitrator shall also be able to provide any other appropriate remedies, whether provided by law or this Trade Agreement. The Union shall enforce a decision of the Joint Trade Committee, Joint Trade Board, or AAA Arbitrator under this Article only through arbitral, judicial, or governmental (e.g., the National Labor Relations Board) channels.

Art. XV. Sec. 3. - If an Association employer violates this Article, and the Union and/or the Trustees of one or more Joint Trust Funds to which this Trade Agreement requires contributions institutes legal action to enforce an award by the Joint Trade Committee, Joint Trade Board or AAA Arbitrator remedying such violation, or has to defend an action that seeks to vacate such award, the Association employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus the costs of the litigation that have resulted from such legal action. This section shall not affect other remedies, whether provided by law or this Article, that may be available to the Union and/or the Joint Trade Trust Funds.

Art. XV. Sec. 4. - JOURNEYPERSONS shall neither directly nor indirectly, whether through their spouse or through any other subterfuge, contract to perform any of the Trades' work covered by this Trade Agreement.

Art. XV. Sec. 5. - Any Association employer who shall perform work in a joint venture or through a subsidiary or affiliated company shall be responsible and liable for the compliance with the terms of this Trade Agreement by such joint venture or subsidiary or affiliated company.

USE OF THE SPRAY AND PASTE MACHINES

Art. XVI. - Association employers shall have no restrictions placed upon the use of the spray and paste machines.

HEALTH & SAFETY: GENERAL PROVISIONS

Art. XVII. Sec. 1. - In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of Association employers to ensure the safety of their employees and compliance by their employees with any safety rules contained in this Trade Agreement or those established by the Association employers. Nothing in this Trade Agreement will make the Union liable to any employees or to any other persons in the event of work-related disease, sickness, accident, injury or death. Association employers will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any work-related disease, sickness, accident, injury or death.

Art. XVII. Sec. 2. - Association employers shall, at all times, provide safe tools, materials and equipment and safe working conditions. If at any time, in the opinion of an employee, such tools, materials, equipment or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall have the right to refuse to work with such tools, materials and equipment or under such hazardous conditions unless and until they are made safe. No employee shall be dismissed, disciplined, or otherwise discriminated against, nor shall pay be withheld, for refusal to work with such unsafe tools, materials, or equipment or under such unsafe or hazardous working conditions.

Art. XVII. Sec. 3. - The Association employers agree that, during the life of this Trade Agreement, they will comply with all applicable federal and state laws concerning occupational safety and health, including all applicable standards, rules and regulations issued pursuant thereto.

Art. XVII. Sec. 4. - Association employers shall provide, at no cost to the employees, all necessary personal protective equipment and instructions on proper use of such equipment. Association employers shall provide for the proper maintenance and cleaning of all necessary personal protective equipment. If, at any time, in the opinion of an employee, such personal protective equipment is defective, has not been properly maintained, or is not the appropriate personal protective equipment under the particular working conditions, the employee has the right to refuse to work with such equipment. No employee shall be dismissed, disciplined, or otherwise discriminated against, nor shall pay be withheld for refusal to work with such defective, improperly maintained, or inappropriate personal protective equipment. The employee shall immediately report to the Association employer such defective, improperly maintained, or inappropriate personal protective equipment.

Art. XVII. Sec. 5. - Except as clearly and specifically required by law or regulation, no Association employer shall require any employee to sign a form or statement dealing with health and safety, hazards in the workplace, or instruction and training relating to hazards in the workplace, unless that form or statement has been negotiated with and agreed upon by the Union.

Art. XVII. Sec. 6. - Association employers may require employees to attend all classes concerning the Industry when offered by the Union.

Art. XVII. Sec. 7. - The bargaining parties shall direct the Trustees of the Finishing Trades Institute of New York to create an appropriate and legally permissible program to ensure that all employees are physically fit to perform the necessary duties of the job.

Art. XVII. Sec. 8. - When a party with whom an employer contracts requires security background checks and/or drug tests and/or alcohol tests, employees may be subject to such checks and/or tests. An employee shall cooperate with an employer as necessary for obtaining any such checks and/or tests. Any disciplinary action imposed from such checks and/or tests shall only be for just cause. All such checks and/or tests shall be confidential, and may be disclosed only to the Association and Union and as per normal business or legal requirements. The employer shall pay all cost of any such checks and/or tests.

HEALTH & SAFETY RULES

Art. XVIII. - Health & Safety Rules.

Rule No. 1 - With respect to all potentially hazardous or toxic materials, the Material Safety Data Sheets and all OSHA requirements shall be made available and all manufacturers' precautions and OSHA mandates shall be strictly adhered to.

Rule No. 2 - Regulation & Elimination of Paint Materials Injurious to Health. It shall be unfair and discriminatory to discharge a JOURNEYPEPERSON or apprentice for refusing to handle

materials which are determined by competent authority to be injurious to health. If the Joint Trade Committee shall, after hearing, determine that such a violation has occurred, reinstatement shall be ordered where possible, with a view towards adequately compensating the JOURNEYPERSON or apprentice for any damages sustained, and ensuring that the problem will not reoccur.

Rule No. 3 - Adequate Washing Facilities. Where running hot or cold water is not available in or about the clothes locker, a sufficient supply of hand cleaner shall be furnished to the JOURNEYPERSONS and apprentices twice a day to provide adequate facilities for clean washing. Five (5) minutes shall be allowed for washing up at noon, and at quitting time.

Rule No. 4 - Drinking Water. Fresh drinking water and sanitary cups shall be provided to all JOURNEYPERSONS twice a day during working hours.

Rule No. 5 - Drop Cloths. Drop cloths shall be maintained in a sanitary condition by the Employer.

Rule No. 6 - Uniforms.

(a) The uniform purchased by all eligible members through the Union must be worn by such members. The uniform shall be white overalls with a blue-striped pants and white shirts with blue collars and a white cap with the Union emblem. All work clothes shall be kept clean by the JOURNEYPERSON and apprentices.

The failure of any such member to wear the uniform and picture I.D. of the Union may be deemed just cause for dismissal. If a member comes to work without a uniform or I.D., the Employer will warn the member not to return to work the following day or thereafter without a uniform and I.D. If the Union discovers the member without a uniform or I.D., it will give prompt notice to the Employer. If, after being warned, the member comes to work, and the Employer permits him or her to work, without a uniform or I.D., the Employer may be fined \$500 and the member will be fined \$100 by the Joint Trade Committee, said fines to be paid to the JTC.

No such fines will be levied in situations where it is not appropriate for members to wear the uniform. The parties agree that it is always appropriate for Union members to carry their I.D.

(b) The Industry Promotional Fund(s) shall reimburse the Union for no more than \$150,000 per year for the life of this Trade Agreement, for the cost of providing uniforms for Union members.

Rule No. 7 - Injuries. Any injury, no matter how slight, must be reported immediately to the Association employer's representative and the Union's representative, and shall be immediately taken care of by the employee's physician, if required. On all jobs where there are five (5) JOURNEYPERSONS and apprentices or more, a first aid kit shall be provided.

Rule No. 8 - Use of Elevators. On all buildings in which elevator service is provided for any other trade, such service shall be made available to all Bargaining Unit members.

Rule No. 9 - Scaffolds. The scaffold work rate shall be paid for (i) interior and exterior swing scaffold work, which shall include any work on an exterior job where a swing scaffold is used during the performance of the job (whether or not the particular work is done from the scaffold, on a fire escape, or otherwise); (ii) any interior portion of the work on a job where a swing scaffold is required in the performance of that interior work; (iii) work done with window belts or from boatswain chairs; and (iv) work performed twenty (20) feet or more from the floor or ground, including such work when done from extension ladders, or from stationary or rolling platforms, but not including such work when done from completely decked-over platforms. In determining the height of the work, the highest point of work on the surface shall govern, and all work on that surface shall be compensated at the rate so determined.

Rule No. 10 - Blood Testing. Whenever blood testing, urine analysis or any other form of testing is a condition of employment on a job, all costs related to said testing shall be borne by the Association employer.

Rule No. 11 - OSHA Training. No employer shall permit any JOURNEYPELSON or apprentice to work unless such JOURNEYPELSON or apprentice has completed the appropriate OSHA training as per OSHA regulations, and will comply with any other statutorily required training programs. The Employer shall have the burden of proving that the JOURNEYPELSON or apprentice satisfied this requirement. Journeymen or Apprentices who fail to successfully obtain OSHA certification and lead training by May 1, 2011, or within 3 months of their initial date of employment, whichever is longer, shall be prohibited from working.

Rule No. 12 - Safety Training for Foremen. In addition to the training required in Rule No. 11, all foremen must attend a minimum of eight (8) hours of safety training per calendar year.

INSURANCE

Art. XIX. - Every Association employer shall carry all insurance required under state and/or federal laws and shall be required to keep a Certificate of Worker's Compensation on file with the Union.

FRINGE BENEFIT CONTRIBUTIONS

Art. XX. Sec. 1. - Notwithstanding any other provision of this Agreement, the Board of Trustees of the Painting Industry Insurance Fund (the "Insurance Fund") shall administer benefit contributions paid by employers who are signatories to this Trade Agreement ("Signatory Employers") for work performed within the jurisdiction of this Trade Agreement, pursuant to the rules, regulations and procedures set forth in this Article. The Board of Trustees of the Insurance Fund shall also administer benefit contributions paid by members of the Window and Plate Glass Dealers Association and the Association of Wall, Ceiling and Carpentry Industries of New York, Inc. for work performed on account of which contributions are required to be made to the Funds set forth below, which members and contributions shall be subject to the rules, regulations and procedures set forth in this Article (and Articles XXI and XXII). The bargaining parties' shall recommend to the Trustees that all Trustees shall have access to proof of work and payroll records.

Art. XX. Sec. 2. - Contribution Rates.

(a) All Signatory Employers shall make contributions as defined in this Trade Agreement, for each hour worked, and for overtime hours (for which fringe contributions shall be made at the rate of time and one-half), by their employees covered under this Trade Agreement, except where contribution amounts are based upon the amount of gross wages paid to an employee. In such a case, gross wages shall be defined as set forth in subsection (b) herein.

(b) "Gross Wages" and "Gross Wages Payable" as used in this Trade Agreement shall mean and include whichever of the two definitions below may be greater:

- (i) The actual total gross earnings of any JOURNEYPERSON or apprentice; or
- (ii) A gross estimated wage figure, subject to readjustment as hereinafter provided, equivalent to two (2) times the Signatory Employer's cost of all materials used by it during the fiscal accounting period, as finally computed and assessed at the close thereof. After review by the auditors and trustees of the present industry wage costs, and upon their recommendation, the above-stipulated formula may be adjusted.

Art. XX. Sec. 3. - Trust Administration.

(a) Contributions - Each Signatory Employer shall pay to the Insurance Fund under Agreements and Declarations of Trust heretofore and hereafter created or amended, the terms and provisions of which are specifically incorporated herein by reference, contributions for each trust fund in such amounts as are set forth in the schedule of wages and benefit contributions in this Trade Agreement for all JOURNEYPERSONS and apprentices employed by the Signatory Employer, for the most recent pay period. Each Signatory Employer shall be bound by and to the Agreements and Declarations of Trust of such trust funds, and all interpretations of and rules and regulations issued thereunder, as though they had actually signed the same. Such contributions shall be deposited, in accordance with the terms of this Trade Agreement, into the following trust funds and administered as set forth hereafter:

- (i) Insurance Fund (to provide health and welfare and vacation benefits). (See Art. XX, Sec. 6B)
- (ii) District Council No. 9 Painting Industry Annuity Fund. (See Art. XX, Sec. 6C)
- (iii) International Union of Painters and Allied Trades Union and Industry National Pension Fund. (See Art. XX, Sec. 5)
- (iv) Finishing Trades Institute of New York (See Art. XX, Sec. 6A)
- (v) International Union of Painters and Allied Trades Finishing Trades Institute (See Art. XX, Sec. 6A)
- (vi) The Painters and Allied Trades Labor - Management Cooperation Initiative. (See Art. XX, Sec. 7)
- (vii) District Council No. 9 Political Action Together - Political Committee. (See Art. XX, Sec. 8)

(viii) International Union of Painters Allied Trades Political Action Together – Political Committee. (See Art. XX, Sec. 9)

(ix) Association of Master Painters and Decorators of New York Industry Promotion Fund, Association of Wall, Ceiling and Carpentry Industries of New York, Inc. Promotion Fund, Window and Plate Glass Dealers Association Promotion Fund. (See Art. XX, Sec. 11)

(b) Administration of Contributions. Each Board of Trustees shall administer and expend said contributions pursuant to the aforesaid Agreements and Declarations of Trust and this Trade Agreement, and shall have the authority to increase or decrease any benefits payable hereunder in their sole and absolute discretion, and as they may determine from time to time.

Art. XX. Sec. 4. - Stamp System.

(a) Method of Operation.

(i) Stamps. Each Signatory Employer employing a JOURNEYPerson or apprentice shall make benefit contributions for said JOURNEYPerson or apprentice by purchasing benefits contribution stamps from the Funds on a weekly basis. Stamps shall represent payment for hourly benefit contributions in such denominations as the Trustees of the Funds shall deem appropriate.

(ii) Purchase of Stamps. The Signatory Employer shall file with the Funds a weekly requisition for stamps accompanied by the exact amount of payment to the Funds for all stamps purchased. In the event that a Signatory Employer defaults on any specific remittance for any reason, payment for stamps thereafter shall be by certified or bank check only. Stamps shall be issued by the Funds in person or by mail so as to insure timely delivery of stamps to JOURNEYPersons and apprentices. The bargaining parties shall direct the trustees of the funds to create an optional electronic transfer system directly from the Employer's payroll system to the Funds.

(iii) Delivery of Stamps. Stamps representing the number of hours of work credited to each JOURNEYPerson and apprentice weekly shall be given to each JOURNEYPerson and apprentice with his or her wages. In the event a JOURNEYPerson or apprentice is laid off prior to the end of the payroll week, all fringe benefit contributions stamps for hours of work credited to the JOURNEYPerson and apprentice must be delivered and received by the Union or the JOURNEYPerson and apprentice before the close of business of the following business day. The Union shall require its members to bring their stamp books to the Fund office once each month.

(iv) Weekly remittance reports. The Signatory Employer shall file with the Funds a weekly remittance report in a form provided by the Funds, setting forth the name of each JOURNEYPerson and apprentice employed by the Signatory Employer, the prior work week, the number of hours of work credited, and the fringe benefit contribution stamp serial numbers issued to each JOURNEYPerson and apprentice.

(v) The parties agree to recommend to the Trustees of the Funds that they explore the possibility of developing programs to more efficiently collect contributions including, without limitation, adopting an electronic fund collection system.

(b) Violations. In the event a Signatory Employer fails to remit stamps to any JOURNEYPerson or apprentice at the time such stamps must be given to the JOURNEYPerson or apprentice, sells stamps, duplicates stamps, or in any manner avoids the requirements of the stamp system, such act or inaction shall constitute a failure to pay benefits contributions under this Trade Agreement. In such event, the Union and the Funds shall each have the right to any and all remedies provided for in this Trade Agreement for a breach of the Trade Agreement and/or failure to pay fringe benefit contributions, as well as any remedies provided for under state or federal law.

(c) Unused stamps. In the event a Signatory Employer retains undistributed stamps for any reason, the Signatory Employer may redeem said stamps in new stamp denominations for the following reporting period, or obtain a refund. Refunds will be given to Signatory Employers who are not in violation of any of the terms and conditions of the Trade Agreement, and any refund shall be made within sixty (60) days of application therefor. No application under this subsection shall be permitted (1) if not permitted under the Employee Retirement Income Security Act of 1974, as amended, or Internal Revenue Code or (2) after six years from the date of the purchase of the stamps for which the employer seeks a refund.

(d) Shop Steward Reports. In addition to the remittance report referred to in sub-section (a)(iv) above, each Signatory Employer shall prepare and give to the Shop Steward for each job by close of business of the business day following the end of the payroll week, a Shop Steward weekly payroll report. Such report shall list each JOURNEYPerson or apprentice at the subject job for the preceding payroll week, hours of work credited, fringe benefit contribution stamp serial numbers received by the JOURNEYPerson or apprentice, social security number, and location of the job site.

(e) Signatory Employer Withholding Obligation. The Signatory Employer hereby agrees to withhold all taxes, benefit contributions and check-off from each JOURNEYPerson and apprentice, and to remit same to the funds as set forth herein.

Art. XX. Sec. 5. - International Union of Painters and Allied Trades Union and Industry National Pension Trust ("Pension Fund").

(a) The Trustees as described in Art. XX, Sec. 1 shall pay all contributions received from Signatory Employers for pension benefits to the Trustees of the International Union of Painters and Allied Trades Union and Industry National Pension Fund (the "National Trustees").

(b) The National Trustees shall administer and expend said contributions pursuant to the provisions of an Agreement and Declaration of Trust, as amended, and also in accordance with the Merger Agreement, by and between the Trustees of the District Council No. 9 Painting Industry Pension Fund and the National Trustees.

(c) Upon receipt of payment from a Signatory Employer, the Trustees of the Insurance Fund shall remit to the National Trustees the pension contributions collected by the Trustees of the

Insurance Fund for the most recent pay period, together with a list of JOURNEYPEPERSONS and apprentices for whom pension contributions have been received and are covered hereby, and the number of hours and/or days worked by each JOURNEYPEPERSON and apprentice during the applicable period.

(d) To the extent that (i) any contribution schedule applicable to Association members adopted by the trustees of the International Union of Painters and Allied Trades Union and Industry National Pension Fund is greater than the contribution rate that was otherwise in effect under the collective bargaining agreement for the remainder of its term or (ii) any employer under this Agreement becomes subject to the automatic employer surcharge under Section 432 of the Internal Revenue Code or any excise tax, penalty, fee, other surcharge or other amount relating to the funding of the Pension Fund (including those under Section 4971(g) of the Internal Revenue Code, but not including interest, liquidated damages, or other amounts owed as a consequence of failing to make timely remittance of contributions to the Pension Fund), then the parties shall meet and reach an agreement to pay for any additional contribution and/or surcharge amounts, excise taxes, penalties, fees or other amounts that such employer is required to pay within the economic parameters of the Trade Agreement.

Art XX. Sec. 6A. - Finishing Trades Institute of New York and the International Union of Painters and Allied Trades Finishing Trades Institute.

(a) For the duration of this Trade Agreement, and any renewals or extensions thereof, the Signatory Employers and any Employer as defined in the Agreement and Declaration of Trust between the Union and the Association of Master Painters and Decorators of New York, Inc., agree to make payments to the Finishing Trades Institute of New York (the "Apprenticeship and Training Fund"), and further agree to make payments to the International Union of Painters and Allied Trades Finishing Trades Institute established under an Agreement and Declaration of Trust. All of the aforesaid payments shall be made in such amounts as set forth in the following sub-section (b), and as set forth in the schedules of wages and contributions in this Trade Agreement.

(b) Contributions.

(i) For each hour worked or portion thereof, for which a JOURNEYPEPERSON or apprentice receives pay, the Signatory Employer shall make a contribution to the Apprenticeship and Training Funds in the amount set forth in the schedule of wages and benefit contributions in this Trade Agreement.

(ii) For each hour worked or portion thereof, for which a JOURNEYPEPERSON or apprentice receives pay, the Signatory Employer shall make a contribution to the International Union of Painters and Allied Trades Finishing Trades Institute in the amount set forth in the schedule of wages and benefit contributions in this Trade Agreement. Such payments shall be made in the manner and form as shall be determined by the Trustees of the International Union of Painters and Allied Trades Finishing Trades Institute.

(iii) For the purposes of this Article, contributions shall be paid for each hour a JOURNEYPerson or apprentice receives pay, including hours attributable to show up time and other hours for which pay is received by the JOURNEYPerson or apprentice in accordance with this Trade Agreement.

(iv) Contributions shall be paid on behalf of any JOURNEYPerson or apprentice, including probationary employees, starting with his/her first hour of employment in a job classification covered by this Trade Agreement.

(v) The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the I.U.P.A.T. Finishing Trades Institute such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust.

(vi) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the I.U.P.A.T. Finishing Trades Institute such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust.

(vii) The parties hereto further agree to be bound by all of the lawful actions taken by the Trustees of the I.U.P.A.T. Finishing Trades Institute in accordance with and pursuant to the Agreement and Declaration of Trust.

Art. XX. Sec. 6B. - Painting Industry Insurance Fund.

(a) For the duration of this Trade Agreement, and any renewals or extensions thereof, the Signatory Employers agree to make payments to the Insurance Fund under an Agreement and Declaration of Trust, as amended thereafter from time to time, the terms of which are herein specifically incorporated by reference, for contributions in such amounts as are set forth in the schedule of wages and benefit contributions in this Trade Agreement and to be bound by said Agreement and Declaration of Trust as though they had actually signed the same.

(b) The Signatory Employers hereby irrevocably designate as their representatives on the Board of Trustees of the Insurance Fund such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust establishing the Insurance Fund.

(c) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the Insurance Fund such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust establishing the Insurance Fund.

(d) The parties hereto further agree to be bound by all of the lawful actions taken by the Trustees of the Insurance Fund in accordance with and pursuant to the Agreement and Declaration of Trust establishing the Insurance Fund.

(e) An Association Employer may, by making the required payments into the Fund, cover such other of his employees as he may elect and provided such coverage is in compliance with law

and the Agreement and Declaration of Trust Agreement – so that the Agreement permits participation agreements for employer's office staff. The parties shall recommend to the Trustees that the Agreement and Declaration of Trust be amended and any other required steps to be taken, if necessary, to permit such participation agreements.

(f) The parties agree that if the recently passed healthcare reform legislation or any future governmental healthcare reform requires (i) any payment by contributing Employers for some or all of the benefits already provided for in the Insurance Fund to participants or (ii) any contributing Employers to pay any excise or other tax, penalty (including assessable payments), fee or other amount relating to or resulting from the eligibility requirements of, or the level of benefits provided by, the Insurance Fund or otherwise relating to the Insurance Fund, the parties shall meet and reach an agreement to either (i) revise the plan of benefits under the Insurance Fund so that such excise or other tax, penalty (including assessable payments), fee or other amount are not payable or (ii) pay for such excise or other tax, penalty (including assessable payments), fee or other amount within the economic parameters of the Trade Agreement.

(g) The parties agree to create a study committee, whose members shall be appointed in even numbers by the Secretary-Treasurer of the Union and the President of the Association, to evaluate the Painting Industry Insurance Fund, with the goal being to recommend to the Trustees ways for the Insurance Fund to save money on medical, administrative and other costs associated with the Insurance Fund while maintaining high quality of care for Insurance Fund participants. The study committee shall make recommendations to the Trustees of the Insurance Fund, including recommendations relating to statutorily mandated benefit or administrative design changes (including, without limitation, raising co-pays and deductible) that save the Insurance Fund (standard plan) at least 10% of its current costs (a savings of approximately \$4.4 million over the course of the agreement), net of any increase in cost resulting from loss of grandfathering (if any) under the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010, commencing as soon as possible, but no later than January 1, 2012. The parties agree that they will take, and will recommend to the Insurance Fund Trustees that they take, all action legally necessary so that (i) such recommended savings measures are implemented by the Insurance Fund; (ii) such measures shall not thereafter be modified; and (iii) such measures are made with the intent of being permanent and within the purposes of the aforementioned cost savings.

Art. XX. Sec. 6C. - Painting Industry Annuity Fund.

(a) For the duration of this Trade Agreement, and any renewals or extensions thereof, the Signatory Employers agree to make payments to the Painting Industry Annuity Fund under an Agreement and Declaration of Trust, as amended thereafter from time to time, the terms of which are herein specifically incorporated by reference, for contributions in such amounts as are set forth in the schedule of wages and benefit contributions in this Trade Agreement and to be bound by said Agreement and Declaration of Trust as though they had actually signed the same.

(b) The Signatory Employers hereby irrevocably designate as their representatives on the Board of Trustees of the Painting Industry Annuity Fund such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust establishing the Painting Industry Annuity Fund.

(c) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the Painting Industry Annuity Fund such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the Agreement and Declaration of Trust establishing the Painting Industry Annuity Fund.

(d) The parties hereto further agree to be bound by all of the lawful actions taken by the Trustees of the Painting Industry Annuity Fund in accordance with and pursuant to the Agreement and Declaration of Trust establishing the Painting Industry Annuity Fund.

Art. XX. Sec. 7. - I.U.P.A.T. Labor-Management Cooperation Initiative.

(a) For the duration of this Trade Agreement, and any renewals or extensions thereof, the Signatory Employers and any employer as defined in an Agreement and Declaration of Trust establishing the Painters and Allied Trades Labor-Management Cooperation Initiative (the "Labor-Management Cooperation Initiative"), agree to make payments to the Labor-Management Cooperation Initiative for the JOURNEYPERSONS and apprentices covered by this Trade Agreement, and to be bound by and to said Agreement and Declaration of Trust.

(b) Contributions. For each hour worked or portion thereof, for which a JOURNEYPERSON or apprentice receives pay, the Signatory Employers shall make a contribution in the amount set forth in the schedule of wages and benefit contributions in this Trade Agreement. For the purposes of this section, contributions shall be paid for each hour a JOURNEYPERSON or apprentice receives pay, including hours attributable to show up time and other hours for which pay is received by the JOURNEYPERSON or apprentice in accordance with this Trade Agreement.

(c) All contributions shall be made in the same manner as contributions are made to the other funds provided for in Art. XX. The Trustees shall have the authority to have an independent Certified Public Accountant audit the financial books and records of the Signatory Employer for the purpose of determining the accuracy of contributions to this fund.

Art. XX. Sec. 8. - District Council No. 9 Political Action Together — Political Committee.

Each employee may, by written instructions, direct the Trustees of the Insurance Trust to deduct from the JOURNEYPERSON's or apprentice's vacation account, one cent per hour of each hourly contribution made by the Signatory Employer to the JOURNEYPERSON's or apprentice's account, and remit same to the District Council No. 9 Political Action Together - Political Committee. It is specifically understood and agreed by the parties to this agreement that the Signatory Employers have no involvement whatsoever with the establishment or operation of this program. The Trustees' responsibility hereunder is limited solely to facilitating the collection and remission of such amounts to the D.C. 9 - PAT.

Art. XX. Sec. 9. - International Union of Painters and Allied Trades Political Action Together - Political Committee.

Authorization. Each Signatory Employer shall agree to deduct from every JOURNEYPERSON's or apprentice's wages in the amount set forth in the schedule of wages and benefit contributions in this Trade Agreement per hour, and to pay same as a contribution to

the International Union of Painters and Allied Trades Political Action Together Fund. Each Signatory Employer agrees to honor authorization for check-off of political contributions from all JOURNEYPersons or apprentices and who supply such authorization in the form or such other similar form as the International Union of Painters and Allied Trades Political Action Together Fund shall deem acceptable.

Art. XX. Sec. 10. - Check-off of Administrative Dues.

(a) Dues Check-Off System. Every Signatory Employer hereby agrees to check-off from the gross taxable wages, defined herein as total wages, vacation, and Political Action Together contributions, of each JOURNEYPerson and apprentice employed by such Signatory Employer during the term of this Trade Agreement, administrative dues in the amounts set forth in the Union Bylaws and any amendments thereto.

(b) Administration of Dues Check-Off. Upon receipt of payment from the Signatory Employer, the Trustees of the Insurance Fund shall remit to the Union the entire amount of administrative dues collected by said Trustees for the most recent pay period, together with a list of JOURNEYPersons and apprentices covered hereby for whom dues have been received, and the number of hours worked by each during the applicable period. The Trustees' responsibility hereunder is limited solely to facilitating the collection and remission of such amounts to the Union.

(c) Employee Authorization. At the time of the employment of any JOURNEYPerson or apprentice, the Signatory Employer will submit to each JOURNEYPerson or apprentice a dues deduction authorization card in triplicate for his/her voluntary signature, one copy of which is to be retained by the Signatory Employer, one copy retained by the JOURNEYPerson or apprentice, and the other returned to the Union. The form is to be supplied to the Signatory Employer by the Union.

(d) Signatory Employer's Obligations. The obligations of the Signatory Employers under sub-section (a) above shall only be as to JOURNEYPersons and apprentices who have voluntarily signed a valid dues deduction and authorization card as referred to in sub-section (c) above.

(e) Liability of the Trustees and Cost of Administration. Sections 8, 9 and 10 of Art. XX are only for the convenience of the Union to better facilitate the collection of its administrative dues and the collection and remission of contributions to the District Council No. 9 Political Action Together - Political Committee and the International Union of Painters and Allied Trades Political Action Together - Political Committee concurrently with collecting Signatory Employer Fringe Benefit Contributions. Neither the Insurance Fund nor any of the fringe benefit funds to which contributions are required to be made under this Trade Agreement (nor any of their Boards of Trustees or fiduciaries) will incur any liability for any failure to collect any such administrative dues or contributions. For its services, the Union hereby agrees to reimburse the Insurance Fund for all reasonable costs of administration of the check-off of administrative dues or the collection of contributions to the District Council No. 9 Political Action Together - Political Committee and the International Union of Painters and Allied Trades Political Action Together - Political Committee, and to indemnify and hold harmless the Funds, their Trustees and/or the other fiduciaries against any and all claims, demands, suits and liabilities that may

arise out of such administration. It is specifically understood and agreed by the parties to this Trade Agreement that no Association nor any Signatory Employer has any involvement whatsoever with the establishment or operation of this program.

Art. XX. Sec 11. - Industry Promotion Funds.

(a) Administration. The Association of Master Painters and Decorators of New York Industry Promotion Fund shall be administered by the Association of Master Painters and Decorators of New York, Inc. The Association of Wall, Ceiling and Carpentry Industries of New York, Inc. Industry Promotion Fund shall be administered by the Association of Wall, Ceiling and Carpentry Industries of New York, Inc. The Window and Plate Glass Dealers Association Industry Promotion Fund shall be administered by the Window and Plate Glass Dealers Association.

(b) Contributions. For each hour worked or portion thereof, for which a JOURNEYPERSON or apprentice receives pay, the Signatory Employers shall make a contribution in the amount set forth in the schedule of wages and benefit contributions in this Trade Agreement. Contributions shall be paid to either the Association of Master Painters and Decorators of New York Industry Promotion Fund, the Association of Wall, Ceiling and Carpentry Industries of New York Industry Promotion Fund or the Window and Plate Glass Dealers Association Industry Promotion Fund (collectively, the "Industry Promotion Funds"), to be determined as follows:

(i) For drywall work performed in the historical geographic jurisdiction of Local Union No. 1486, contributions shall be made to the Association of Wall, Ceiling and Carpentry Industries of New York Industry Promotion Fund.

(ii) For glazing work performed under this Trade Agreement, contributions shall be made to the Window and Plate Glass Dealers Association Industry Promotion Fund.

(iii) For all other work performed under this Trade Agreement, contributions shall be made to the Association of Master Painters and Decorators of New York Industry Promotion Fund.

(c) No Anti-Union Activity. The Associations and their employer members agree that no moneys collected by the Industry Promotion Funds shall be used for any anti-union activity or any actions detrimental to union membership.

(d) Liability of the Trustees and Cost of Administration. Section 11 of Art. XX is only for the convenience of the Associations to better facilitate the collection and remission of contributions to the Industry Promotion Funds concurrently with collecting Signatory Employer Fringe Benefit Contributions. Neither the Insurance Fund nor any of the fringe benefit funds to which contributions are required to be made under this Trade Agreement (nor any of their Boards of Trustees or fiduciaries) will incur any liability for any failure to collect any such contributions. For its services, the Associations hereby agree to reimburse the Insurance Fund for all reasonable costs of administration of the collection of contributions to the Industry Promotion Funds and hold harmless the Funds, their Trustees and/or the other fiduciaries against any and all claims, demands, suits and liabilities that may arise out of such administration. It is specifically

understood and agreed by the parties to this Trade Agreement that the Union does not have any involvement whatsoever with the establishment or operation of this program.

Art. XX. Sec. 12. - Wages, Fringe Benefits, Hours, Travel Subsistence and Working Conditions.

(a) Every Signatory Employer, when working in the jurisdiction of a District Council or Local Union affiliated with the International Union of Painters and Allied Trades, where the projects are located, shall, with respect to employees hired from within said jurisdiction, make contributions on behalf of such employees to all pension, health, welfare, apprenticeship and training funds, and other fringe benefit funds provided for in the collective bargaining agreement currently in effect between said District Council or Local Union and area contractors. For all JOURNEYPERSONS and apprentices a Signatory Employer employs on a job outside the Union's territorial jurisdiction, the Signatory Employer shall make such contributions to their "home area" fringe benefit funds as are provided for in the collective bargaining agreement of the employees' "home area" District Council or Local Union.

(b) For the foregoing purpose, the Signatory Employers hereby:

(i) Agree that such contributions shall be made at the rate, in the manner and under the terms and conditions specified in the applicable Collective Bargaining Agreement;

(ii) Agree that where the International Union of Painters and Allied Trades Union and Industry National Pension Trust Fund is applicable, contributions shall be made in the manner and under the terms and conditions specified in the Standard Form of Participation Agreement issued by the National Trustees;

(iii) Agree to be bound to all Trust Agreements or other Trust Documents establishing said fringe benefit funds;

(iv) Irrevocably designate as their representative on the Boards of Trustees of said Funds, such Trustees as are presently serving pursuant to said Trust Agreements or other Trust Documents as Union and Employer Trustees, together with their successors selected in the manner provided in said Trust Agreements or other Trust Document; and

(v) Agree to be bound by all actions of said Boards of Trustees pursuant to the said Trust Agreements or other Trust Documents.

Art. XX. Sec. 13. - IUPAT Central Collections Unit.

Signatory Employers shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Joint Apprenticeship and Training Fund, the Painters and Allied Trades Labor-Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organization as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments either directly or through an intermediate body to the 'Central Collections Unit' of the International Union and its affiliated Funds and organizations. Such contributions shall be

submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

Art. XX. Sec. 14. - ADR of Workers' Compensation Claims. The parties agree to explore the establishment of an alternative dispute resolution program for the resolution of workers' compensation claims.

Art. XX. Sec. 15. - Job Target Fund. The parties agree to explore the establishment of a Job Target Fund, by way of employer contribution, as part of their efforts to maintain the competitiveness of the industry.

ENFORCEMENT OF ARTICLE XX

Art. XXI. Sec. 1. - Payments.

(a) All Art. XX Fringe Benefit Contributions shall be made at such times and in such manner as the Boards of Trustees (collectively, the "Trustees") and/or the National Trustees shall prescribe in accordance with the applicable Trust Agreement, as amended from time to time. The Signatory Employers agree that the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll records, payroll tax returns, cash disbursements records, bank statements, vendor invoices and any and all union reports for all other trades, wages, and general ledger of any Signatory Employer for the purpose of determining the accuracy of such contributions, provided, however, that the compensation and social security number of senior management of the Signatory Employer may be redacted from all such records. "Senior management" shall be defined as any officer, director, partner(s) or owner(s).

The independent Certified Public Accountant shall have the authority to audit, in addition to the documents and information set forth in the preceding paragraph, corporate tax information relating to a Signatory Employer or its affiliated entities, in the event that such independent Certified Public Accountant, in his professional judgment, determines that it is necessary to review such documents and information for the purpose of determining the accuracy of the Signatory Employer's Art. XX Fringe Benefit Contributions and such independent Certified Public Accountant provides the Signatory Employer, in writing, with an advance explanation of the reasons for such determination. All documents and information furnished by the Signatory Employer in connection with such audit, shall be treated as confidential and shall not be disclosed to any third parties, except as may be necessary to enforce the Signatory Employer's obligation with respect to the Fringe Benefit Funds under this Trade Agreement

Unless otherwise provided by the Trustees, payments for all fringe benefit contribution stamps must be made by certified or bank checks. No cash currency, personal or business checks shall be accepted, except by Signatory Employers in good standing of a recognized Association or other Signatory Employers, who shall be able to pay with regular business account checks on a New York State licensed bank with a branch located in the geographic jurisdiction of this Trade Agreement. If any Signatory Employer shall have its check dishonored, then this privilege shall be withdrawn.

(b) For the purpose of this Article, Article XX and Article XXII, each hour worked and paid for, including hours attributable to show up time, and other hours for which pay is received by a

JOURNEYPERSON or apprentice in accordance with this Trade Agreement, shall be counted as hours for which Art. XX Fringe Benefit Contributions are payable.

(c) Art. XX Fringe Benefit Contributions shall be paid on behalf of any JOURNEYPERSON or apprentice, including, but not limited to, probationary employees, starting with his/her first day of employment in a job classification covered by this Trade Agreement.

(d) The failure of an Employer to make fringe benefit contributions or pay interest, liquidated damages or fees related thereto as provided for in this Article and Article XXII and Article XX, shall be attributed to any officer, stockholder, partner or proprietor in actual control of said Employer, and execution of this Trade Agreement by any such person shall bind said person individually to the terms and conditions set forth herein. A default in payment of any fringe benefit contributions or pay interest, liquidated damages or fees related thereto due pursuant to this Article and Article XX and Article XXII shall follow said officer, stockholder, partner, and/or proprietor into any succeeding enterprise entered into by said person. Where the Trustees determine that an Employer is being operated in the name of a nominee, family member, successor entity or alter ego of an individual actually controlling the Employer, the Trustees may consider any default of the obligations set forth in such Articles to be the default of said controlling individual.

(e) Art. XX Fringe Benefit Contributions Payment Method. Signatory Employers must make Art. XX Fringe Benefit Contributions under the Stamp System. The amount of the security payment shall be \$10,000.00.

(f) As of May 1, 2001, all fringe benefit stamps for a week must be included with the wage payments for such week, as already provided in this Trade Agreement.

(g) Regardless of the ability or inability of a Signatory Employer to pay its required Fringe Benefit Contributions, the Signatory Employer shall be required to submit remittance reports weekly and the bargaining parties recommend that the trustees create an option for employers to make fund payments and submit remittance reports electronically. The failure to submit such reports will subject the Signatory Employer to fines by the Joint Trade Committee.

Art. XXI. Sec. 2. - Penalties.

(a) The required Art. XX Fringe Benefit Contributions constitute a consideration for entering into this Trade Agreement and constitute its very essence. Failure by any Signatory Employer to pay to the Trust Funds amounts due under this Trade Agreement shall be deemed a breach of this Trade Agreement, and thereupon a termination notice shall be served by the Trustees upon the Union. In such event, the Union must enforce the foregoing and following provisions relating to payment to the Trustees. In the event a Signatory Employer fails to make the required payments or reports for more than forty-eight (48) hours after such notice of termination, the Union must order its JOURNEYPERSONS and apprentices to cease work on all the delinquent employer's projects until all required payments and/or reports have been rendered. Such Signatory Employer must pay all such JOURNEYPERSONS and apprentices for all time lost, not to exceed one (1) week of wages per JOURNEYPERSON or apprentice.

(b) If a Signatory Employer fails to make contributions to the Pension Fund within the date required by the National Trustees, or fails to make any other Art. XX Fringe Benefit Contributions when due in a timely manner pursuant to this Trade Agreement, the Union shall have the right to take whatever steps are necessary to secure compliance with this Trade Agreement, notwithstanding any other provisions hereof to the contrary. The Signatory Employer shall be liable for all costs of collection of the payments due together with attorneys' fees and such penalties as may be assessed by the Trustees and/or National Trustees, as set forth in Art. XXII, Sec. 2(a), (b), (c) and (d). The Signatory Employer's liability for payment of Pension Fund Contributions under this Trade Agreement shall not be subject to or covered by the grievance or arbitration procedure in Articles XII and XIII, nor the "no strike" clause set forth in Art. XIV.

(c) Any job action taken by the Union pursuant to the procedures in foregoing Article XXI, Sections 2(a) and (b) shall not be covered by the "no strike" clause set forth in Article XIV. The Union shall suffer no liability for ordering its members to cease work upon demand from the Trustees and each Signatory Employer expressly waives any right it may have to bring suit for damages or other relief against the Union for breach of the no-strike clause in the event the Union orders its members to cease work after demand from the Trustees.

Art. XXI. Sec. 3. - Qualification for Income Tax Deductions. Each of the Trust Funds set forth in Article XX which are intended to qualify under the Internal Revenue Code shall at all times conform with the currently applicable requirements of the Internal Revenue Code so as to enable each Signatory Employer at all times to treat Art. XX Fringe Benefit Contributions as a current deduction for income tax purposes. In the event that an Art. XX Fringe Benefit Contribution is not currently deductible, the Signatory Employer shall not be required to make such payment.

BONDS, DAMAGES, FEES AND INTEREST

Art. XXII. Sec. 1. - Bonds.

(a) Security. The Signatory Employer shall provide security to the Trustees for the faithful performance by it of the requirements under this Trade Agreement for the the payment of Signatory Employer Benefit Contributions, liquidated damages, interest, attorneys' fees, costs of collection and other monetary obligations under this Trade Agreement. The Trustees shall be entitled to retain any interest that accrues on such security during the time such security is deposited with the Trustees.

(b) Form of Security. Such security deposited with the Trustees shall be in the form of cash, surety bond acceptable to the Trustees, or other security acceptable to the Trustees.

(c) Amount of Security. The amount of security which the Signatory Employer is required to deposit with the Trustees under the stamp system shall be \$10,000.00. The security provided in accordance with the foregoing shall be available to satisfy any delinquency in Article XX Fringe Benefit Contributions and any interest or liquidated damages resulting from such delinquency. In the event that a former Signatory Employer does not report any work covered by this Trade Agreement (or its successor) for a two year period and such employer refuses or fails to make records available to the Certified Public Accountant as described in Article XXI, Section 1(a),

the entire amount of such employer's security shall apply and be paid to the Fringe Benefit Funds (in proportion to their respective contribution rates) to the Signatory Employer's credit.

(d) If at any time a Signatory Employer's security on deposit with the Trustees shall, for any reason, be in an amount less than the amount required by this Section, the Signatory Employer shall immediately deposit with the Trustees additional security so that the Signatory Employer's security on deposit shall at all times comply with this subsection.

(e) The Trustees shall not accept any surety bond or other non-cash collateral from any Signatory Employer who shall have failed in the past to make payment of any sums found by the Trustees or National Trustees to be due under this Trade Agreement or under any prior Trade Agreement. In such cases, compliance with the security requirements hereof shall be by cash deposit only.

(f) Additional Security. In the event the Trustees determine that a Signatory Employer is guilty of violating any provision of this Trade Agreement or in the event the Trustees bring suit against a Signatory Employer to collect unpaid Art. XX Fringe Benefit Contributions or interest, liquidated damages or fees related thereto, the Signatory Employer shall provide additional security in such form and amount, as the Trustees shall determine. The Trustees may, but are not required to, assess such additional security in an amount no less than the amount of the Signatory Employer's potential, existing or future liability to the Trustees. Any additional security required pursuant to this subsection shall be deposited with the Trustees who are authorized to pay out of such security any sums found by the Trustees to be due for unpaid Art. XX Fringe Benefit Contributions, liquidated damages, interest, attorneys' fees, or other costs of collection.

Art. XXII. Sec. 2. - Damages, Interest and Fees.

(a) Liquidated Damages. Time is of the essence for the payment of Art. XX Fringe Benefit Contributions. The parties recognize and acknowledge that the regular and prompt payment of Art. XX Fringe Benefit Contributions by Signatory Employers is essential, and that it would be extremely difficult, if not impractical, to fix the actual expense and damages which will result from a failure of a Signatory Employer to make the required Art. XX Fringe Benefit Contributions in full within the time provided, and without becoming delinquent. Therefore, the parties agree that if the required Art. XX Fringe Benefit Contributions shall become delinquent, the amount of damage resulting from any such delinquency shall be, by way of liquidated damages, and not as a penalty, a sum equivalent to 10% of the total Art. XX Fringe Benefit Contributions required pursuant to this Trade Agreement, for each failure to pay in full within the time provided in Art. XX, Sec. 1(g), for each pay period for which payments are required to be made; unless a lawsuit is commenced to recover such contributions, in which case the liquidated damages shall be 20% of the required contributions. The liquidated damages, so fixed and computed, shall be added to and become a part of the Signatory Employer's required Art. XX Fringe Benefit Contribution due to any of the Trustees.

Notwithstanding the foregoing, no Signatory Employer shall be assessed liquidated damages if a delinquency is cured within 29 days from the date from which contributions were due.

(b) Interest. If the required Art. XX Fringe Benefit Contributions of a Signatory Employer become delinquent, in addition to the amount assessed as liquidated damages, interest shall be

added to the obligation of the delinquent Signatory Employer, calculated monthly at the annual rate of the prime rate plus 2.0%, which shall be calculated based upon the sum of all Art. XX Fringe Benefit Contributions due for the period for which the Signatory Employer is delinquent, starting with the first day of delinquency. Notwithstanding the foregoing, no Signatory Employer will be charged interest if a delinquency is cured within 8 days from the date from which contributions were due.

(c) Attorneys' Fees and Cost of Collection. If the required Art. XX Fringe Benefit Contributions become delinquent, in addition to the amount due as liquidated damages and interest as provided for in the preceding subsections (a) and (b), there shall be added to the obligation of the delinquent Signatory Employer, all reasonable expenses incurred by the Trustees in the collection of any delinquency, liquidated damages and interest, including but not limited to (i) reasonable attorneys' fees; (ii) accountant's fees; (iii) cost of attachment and execution; (iv) bond; (v) receivers; and (vi) court costs.

(d) All liquidated damages, interest, and any other costs and assessments due and received from a delinquent Signatory Employer shall be paid to and received by the Trustees.

Art. XXII. Sec. 3. - Trust Fund Hearing.

(a) Signatory Employer Request. Should a Signatory Employer, after an audit held by the Trustees, be subject to an assessment of additional Art. XX Fringe Benefit Contributions, the Signatory Employer shall be entitled, on request, to a hearing before the Trustees or a properly appointed subcommittee thereof. At such hearing, the Signatory Employer shall be given an opportunity to present all available facts, and shall be subject to open examination thereon, so that the Signatory Employer may establish an actual lower direct labor cost such that a readjustment of the basis for the calculation of the Signatory Employer's Fringe Benefit Contributions due to the Trustees is warranted. At such hearing, the Trustees shall consider the recommendation of the Funds' auditors and any proof that the Signatory Employer may offer. If the Signatory Employer's right to a readjustment is proven, the Trustees shall remit any excess Art. XX Fringe Benefit Contributions to the Signatory Employer. The decision of the Trustees, after such hearing, shall be final and binding.

(b) Failure to Request Hearing. If, after an audit and a final assessment of further contributions due, the Signatory Employer fails, within twenty (20) days after written notice thereof given by the Trustees, to request in writing a hearing before them as provided in the preceding sub-section (a), the Signatory Employer shall be deemed conclusively to have consented thereto, with no further recourse.

CONDITIONS

Art. XXIII. Sec. 1. - In the event that the Union enters into a contract, or contracts, or enters into renewals or modifications of a contract, or contracts, with any employers performing the work covered by this Trade Agreement which contain new or revised economic terms or other conditions effective on or after May 31, 2000, which economic terms or other conditions are more favorable to such employers than the terms contained in this Trade Agreement, the Union shall immediately notify the Association of such more favorable terms, and the Association and

all its members shall be entitled to and may have the full benefit of any and all such more favorable terms, upon notification to the Union. The Union shall also provide written notice to the Association if it offers to any contractor that is not a member of the Association the terms set forth in the market recovery agreement referenced in Article I, Sec. 4(J) or the terms set forth in Article XVI, Article XXVII, Sec. 4(c) and/or Art. XXVII, Sec. 5 of this Trade Agreement. This section does not apply to any agreements entered into by the Union on behalf of Local Union No. 1456.

Art. XXIII. Sec. 2. - JOURNEYPersons and apprentices shall not work for employers who are not in contractual relations with the Union or any other council or local union affiliated with the I.U.P.A.T., it being understood that JOURNEYPersons and apprentices may work directly for the City and State of New York, and/or the Federal Government. Contractual relations as used in this section shall mean a written agreement containing substantially all of the provisions of this Trade Agreement.

JURISDICTIONAL DISPUTES

Art. XXIV. - It is mutually agreed between the parties hereto that in the event of disputes between Trades and disputes relative to questions of jurisdiction, the parties will abide by previous decisions as to jurisdiction published in "The Green Book."

It is mutually agreed between the parties hereto that disputes between Trades and disputes relative to jurisdiction of Trades not covered by decisions in the latest issue of the Green Book shall be adjusted in accordance with the principles of the New York Plan for the Settlement of Jurisdictional Disputes as set forth in the Joint Arbitration Plan of the New York Trades as adopted on July 9, 1903 and amended thereafter.

Pending determination of any dispute under the New York Plan for the Settlement of Jurisdictional Disputes, as stated in the previous paragraph, the members of the Union shall remain at work on the project without change in status.

NATIONAL LABOR RELATIONS ACT

Art. XXV. Sec. 1. - Without recognizing the applicability of the National Labor Relations Act to the New York City Painting Industry or to the Building and Construction Industry, the parties agree that they will abide by the provisions of said Act, and by any amendments thereto of general application or specifically applicable to the Building and Construction Industry, or any other applicable statute. Any and all provisions of this Trade Agreement which may be in conflict with said Act or amendments thereto or other applicable statute, shall be deemed to be modified and amended accordingly so as to conform to and comply with said Act or any amendments thereto or other applicable statute.

SAVINGS CLAUSE

Art. XXVI. Sec. 1. - In the event there is a change in the state or federal laws which affect any of the terms of this Trade Agreement, the terms of this Trade Agreement shall be automatically modified or stricken in accordance with the change of the state or federal law as of the effective date of said change. The modification or changes in the state or federal law shall not affect the

validity of the balance of this Trade Agreement which is not in conflict with said change. Further, any provision of this Trade Agreement which provides for union security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force, or any restrictions imposed by law are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then such provision shall immediately become and remain effective during the remainder of the term of this Trade Agreement. In the event that there shall be changes in applicable laws concerning the expansion or enlargement of union security, they shall automatically be incorporated into the terms and conditions of this Trade Agreement and become effective during the remainder of its term. In the event that any provision of this Trade Agreement shall be declared to be in violation of law, the remaining provisions of this Trade Agreement shall continue in full force and effect.

Art. XXVI. Sec. 2. - The use of any terms in this Trade Agreement that may connote a masculine gender is intended to include all persons, whether male or female, and such usage is not intended to indicate any bias or discrimination in connection with membership in the Union or employment by any Association employer.

WALLCOVERERS' PRICE LIST & GENERAL REGULATIONS

Art. XXVII. Sec. 1. - Wages and Benefits.

a). The Wage and Benefit package will be adjusted each year commencing May 1, 2011 as follows:

- i. Effective May 1, 2011: The piece rate will remain the same and the hourly wage shall remain at 36.40. The divisor shall be 31.
- ii. Effective May 1, 2012: The piece rates shall increase 2.86% and the hourly wage shall become \$37.44. The divisor shall be 32.
- iii. Effective May 1, 2013: The piece rates shall increase 4.17% and the hourly wage shall become \$39.00. The divisor shall be 33.
- iv. Effective May 1, 2014: The piece rates shall increase 5.33% and the hourly wage shall become \$41.08. The divisor shall be 34.

b). The amount of the cost-of-living adjustment shall be determined and re-determined on the basis of the official New York City Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) published by the U.S. Department of Labor Bureau of Labor Statistics (1967=100) and referred to herein as the Index.

c). Cost of living increases shall be determined as demonstrated in the example cited in Art. III, Sec. 9 (C), above.

d). All jobs having paperhanging work shall be registered with the Union on the same form required for registering painting jobs.

e). All wall coverers' work shall be done by the piece according to this Price List, except making samples of treatments for use by the Employer, repairing, stripping of wall covering, preparatory work normally done by the JOURNEYPersons, which shall be charged for at the following hourly rates:

i. May 1, 2011 to April 30, 2012	\$36.40
ii. May 1, 2012 to April 30, 2013	\$37.44
iii. May 1, 2013 to April 30, 2014	\$39.00
iv. May 1, 2014 to April 30, 2015	\$41.08

Art. XXVII. Sec. 2. - General Wallcoverer Regulations

(a) Pay and Work Rules

(1). No Association member nor any JOURNEYPerson or apprentice may change the rates quoted herein.

(2). No Association member nor any JOURNEYPerson or apprentice is allowed to establish a price for hanging any material not specified in this price list.

(3). Wallcoverers must be paid individually and weekly for the performance of work covered by this Trade Agreement. Wallcoverers must submit time sheets either immediately upon completion of a job or weekly, whichever comes first.

(4). Where a dispute exists, no wages may be withheld unless a complaint is filed with the Joint Trade Committee and is brought to the attention of District Council No. 9. Only the amount in dispute shall be withheld and must be placed in escrow with the Joint Trade Committee, pending settlement. Such settlement shall be completed within a period of seven (7) days from the filing of the complaint.

(5). A Wallcovering Sub-Committee of the Joint Trade Committee shall include a representative of the Wallcoverers Craft and a representative of the Association. This Sub-Committee shall adjust, dispose of and settle all grievances, complaints and any other problems of the Wallcovering Industry, and determine prices of new material, within forty-eight (48) hours after receipt of said grievance or complaint. If the Sub-Committee cannot resolve the matter within that time period, it shall refer the matter to the Joint Trade Board.

(6). (A). Wallcoverers and apprentices are prohibited from subcontracting or lumping work. Wallcoverers and apprentices shall not advertise to contract work. Association members are prohibited from subcontracting work to Wallcoverers and apprentices.

(B). All hiring of wallcoverers must be done by the Association members, but only through the Union in accordance with Art. II.

(C). No wallcoverer other than a Union Business Representative is allowed to send other wallcoverers to any jobs. In the event that a member of the Union sends another wallcoverer to a job, the Union must take disciplinary action against the offending party.

(7). In the Bronx, Brooklyn, Manhattan and Staten Island, all materials, such as pasteboards, pails, wallcovering glue, tacks, ladders, scaffolds, and table legs, shall be furnished and delivered to the job by the Association member.

(8). Wallcoverers kept waiting for materials, ladders, scaffold, pasteboards, etc., or sent on work that is not ready, shall receive the prevailing hourly wages. Wallcoverers shall contact the shop before leaving from the job.

(9). Wallcoverers shall be responsible for their workmanship to guarantee a satisfactory job. The Union will take joint responsibility with the Employer for adjusting problems relative to repairs or defective work, even if the responsible wallcoverer is no longer employed by the Employer.

(10). Wallcoverers are not responsible for goods hung over old wallpaper, varnished, waxed, or enameled surfaces.

(11). (A). Failures caused by lack of lining shall not be the responsibility of the wallcoverers, where such lining is willfully omitted by the Employer.

(B). Failures caused by lack of lining shall not be the responsibility of the Employer, where such lining is willfully omitted by the wallcoverer.

(12). The standard work week and flexible hours shall be as set forth in Art. IV, Sec. 1(A), Sec. 1(B) and Sec. 2(A).

(13). The Apprentice Ratio shall be that set forth in Art. VII, Sec. 5 of this Trade Agreement.

(14). On all quantity discount-sized jobs as defined in Art. XXVII, Sec. 4, a Job Steward shall be placed. Such placement shall be made in conformity with Art. IX, above.

(15). JOURNEYPERSONS and apprentices shall submit time sheets to the Employer weekly, indicating names of men, including apprentices, working on a job, and the dates worked.

(16). The pay scale for registered wallcoverer apprentices shall be based on a percentage of the applicable painter hourly rate as set forth in Art. III, Sec. 1. The apprentice percentage rate of pay shall be as provided for in Art. VII, Sec. 1. Apprentice hours worked and the percentage rate as provided in Art. VII, Sec. 1. are to be shown on all time sheets submitted for payment.

(17). The Union shall appoint Shop Stewards in all shops having a wallcoverers annual payroll over \$80,000 in the preceding calendar year.

(18). Wallcoverer Stewards shall be placed on all jobs of out-of-town employers doing work in the jurisdiction of the Union.

(19). An agreement has been reached as to limiting weights of materials. A Joint Committee shall survey the problem and determine maximum weights.

(20). Adhesive containers shall be four (4) or five (5) gallons depending on availability.

(21). Foremen shall receive pay in addition to their regular earnings depending upon the number of JOURNEYPEPERSONS on a job, including the foreman, in accordance with the following schedule:

8 to 13 journeypersons	1 hour
14 to 19 journeypersons	2 hours
20 to 24 journeypersons	3 hours
25 or more journeypersons	7 hours

(22). Wallcoverers shall not deliver bulk materials from the sidewalk to a job site.

(23). A JOURNEYPEPERSON who distributes a business card with his name on it shall be deemed to be advertising to do contract work. In such cases, the Union must take disciplinary action against said JOURNEYPEPERSON, and the distribution of these business cards must cease.

(24). Prices quoted herein are based on rolls eighteen (18) inches wide and eight (8) yards in length.

(25). Square yards measured are to be computed by multiplying the greatest length and width of any irregular shaped surface.

(b). Special / Extra Charges

(1). On all work, the actual amount of goods required to cover a room, etc., shall be charged.

(2). On all plain goods, 10% additional quantity shall be charged for shrinkage, waste or trimming above square measure.

(3). On all figured goods, the actual amounts of goods required to be cut shall be charged.

(4). Lining paper shall be charged in each instance in the same quantity as finished goods hung thereupon.

(5). For goods hung in a cove, 50% over the actual amount of the goods required shall be charged.

(6). For materials hung with insoluble cements, 50% over the actual amount of the goods required shall be charged.

(7). For goods hung on a ceiling with a cove, \$0.63 (sixty-three cents) extra per yard over the actual amount of the goods required shall be charged for the entire ceiling.

- (8). For goods hung on sand-finished walls or ceilings, or on muslin, \$1.11 per roll, \$0.33 (thirty-three cents) per square yard over the actual amount of the goods required shall be charged.
- (9). For goods cut to finish for ornamental work, 20% over the actual amount of the goods required shall be charged.
- (10). The lower part of a wall, if it is decorated differently from the upper part and is less than five feet high, shall be known as Dado.
- (11). Where three (3) papers are used on walls in one room, they shall be known as Frieze, Wall and Dado. Where two (2) papers are used on walls in one room, the shortest of the two shall be Frieze or Dado. The other shall be wall price.
- (12). Goods required to be hung horizontally are to be charged the same price as Frieze or Dado.
- (13). Definition of panels. A panel is a surface on a ceiling or a wall surrounded by a molding whose area does not exceed 100 square feet. A ceiling or wall which is cut up into panels, a number of which is smaller than 100 square feet, shall be classified as paneled ceiling or wall.
- (14). For square, round or decorative arches, sinks, washbasins, doors per side, electric and telephone box doors (and in the bathrooms when area behind sink or commode is being papered), and freestanding water coolers, as per yearly price list.
- (15). The charge for hanging wallpaper or other material in rooms where more than one wall has beams or coves, and where ceiling and wall joins, shall be as specified in column 2 of the wallcoverers' price list, provided that the beams are papered. In rooms where beams are on one wall, column 2 of the price list will apply to one wall only.
- (16). The charge for hanging wallpaper or other material on columns only, is to be specified in column 3 of the wallcoverers' price list. Window columns only, when not attached to wall areas being covered, will be specified in column 3 on wallcoverers' price list.
- (17). Horizontal Face boards up to twenty-four (24) inches in width shall be paid the piece rate plus 50% on material hung. Graphics shall be paid on the basis of piece rate for material hung plus the hourly rate for lay out time.
- (18). Where shelves, moldings, casings, brackets, switch plates, etc., are covered, the wallcoverers' hourly rate shall be charged in addition to material used.
- (19). Any wall length four (4) feet or less in height shall be charged the same as in the 2nd column.
- (20). Heights of seventeen (17) feet or more shall be paid for at 15% above wallcoverers' price list. This shall not apply where there is a completely decked working platform.

(21). Dressing booths or coupon booths under forty (40) square feet; floor area; and where counters, seats or mirrors are attached to walls, shall be charged as indicated in the 3rd column of the wallcoverers' price list.

(22). All items listed under cloth and vinyl returns one (1) inch or less, as per yearly price list

Art. XXVII. Sec. 3. - Wallcoverers Price List.

(a). All Wallcoverers overtime shall be paid on the basis of Wallcoverers piece rate plus 50% of that piece rate.

(b). Wallcoverers' Price List.

WALLCOVERER'S PRICE LIST		#1	#2	#3
May 1, 2011 - April 30, 2012				
	Wall Space		Ceilings, Gable Walls, walls w/ stairs, walls w/coves, Beams, Friezes, Mailrooms, Dadoes, Panels	Ceiling only, Bathrooms, Toilets, Closets, Kitchens, Panttries, Columns, Spiral Stairways
Wallpaper				
1. Lining Paper p/roll		\$5.91	\$6.54	\$7.34
2. Wallpaper costing to \$5.00 p/roll retail excluding hand prints		\$11.05	\$12.23	\$14.06
3. Wallpaper costing \$5.01 to \$14.00 p/roll including all grass cloths, silver & gold coated grass cloths. Wallpaper costing \$14.00 or over p/roll retail, including Flocks, Tech Metal, Foil Timbertone		\$14.82	\$15.66	\$19.23
4. Japanese Gold or Wood in Sheets, Sectional Papers, Posters, Blueprints etc. up to 9 sq. ft.				
	Lapped	\$3.83	\$5.06	\$5.90
	Butted	\$5.94	\$6.87	\$7.73
5. Scenery Papers or Landscape to 44" in width per strip		\$28.28		
6. Section Scenic regardless of size p/strip		\$14.36		
7. Plain Paper filler p/strip on same wall as scenic		\$14.36		
8. Hand Painted or Water Color Scenics up to 44" in width costing in excess of \$60.00 p/strip retail		\$43.20		

Wood Veneer on Canvas

1. Plain Work, Panels, Stairways, Columns, Ceilings,
Dadoes, wall w/beams, p/square foot \$1.53

2. Stiles, Casings, Door frames, Arches and around panels,
with or without moldings any width under 12" p/running
foot \$1.53

Blancharized Vinylite, Suede Backed Vinyl, Rigi-Wall and Similar Type Materials

1. Walls, Ceilings, Panels, Dadoes, Stairways, Columns,
p/square foot \$1.36

2. Stiles, Casings, Door frames, Arch and Secret doors and
around panels, with or without moldings, any width under
12" p/running foot \$1.36

	(up to 1/8"	(over 1/8"
	light wt.)	heavy wt.)
Cork	\$1.22	\$1.69
Per square foot		

Photo Murals

Per square foot \$1.43

Striated or Sculpted Plastic

Per roll \$40.23 \$43.20 \$46.52

Borders

A. All borders, styles and extensions are to be charged by the yard. Friezes over 9" in width are to be charged proportionally.

B. Nursery and scenery borders in sheets, 50% extra. When laid out in panels, double the price.

C. Forming panels of striped paper by using strips of the wallpaper at top and bottom, each cap \$1.16 and 0.93 cents per miter.

D. Cutting out border to be charged at wallcoverers' hourly rate. No extra charge for straight cuts.

E. Borders, etc., hung in coves, 50% extra.

F. From 1" to 9" per running yard.

1. Paper	\$1.16	\$1.31	\$1.79
2. Printed Vinyl	\$3.78	\$4.11	\$4.63
3. Solid Vinyl, Felt or Hand prints	\$3.06	\$3.48	\$4.01

Stiles

From 1" to 9" per running yard

1. Paper	\$2.18
2. Vinyl, Felts or Hand prints	\$4.74

Cloth and Vinyl

1. All Fabrics, Textiles, natural or synthetic, regardless of
backing, or unbacked. Tufted Materials, Fabric backed

Cork, p/square yard \$6.96 \$7.60 \$8.19

2. Woven Paper per square yard \$5.44 \$6.02 \$6.58

3. Cloth backed Foil per roll \$18.26 \$21.12 \$23.81

4. Oil Painting, Hand Painted Canvas per square foot \$1.79 \$2.21 \$2.63

5. Stencil Decorated Glass or Sanded Canvas per square
foot \$0.95 \$1.12 \$1.16

6. Sheepskin or Natural Leather per square yard \$8.06 \$8.82 \$11.91

7. Unfinished Canvas for Painting only per square yard \$4.30 \$5.05 \$5.47

8. Vinyl, Canvas up to 13 oz. per square yard	\$4.77	\$5.44	\$6.02
Patterned Goods per roll	\$19.02	\$21.87	\$24.03
9. Vinyl over 13 oz. to 24.5 oz. and all hand printed vinyl, paper or cloth backed, regardless of weight per square yard	\$5.44	\$6.02	\$6.87
Patterned Goods per roll	\$21.87	\$24.03	\$27.50
10. Vinyl over 25.5 oz. Flocked or Metal faced Vinyl, Flock on Foil, paper or fabric backed regardless of weight, per square yard	\$6.02	\$6.87	\$8.18
Patterned Goods per roll	\$24.03	\$27.50	\$32.22
Curon			
Per square foot	\$1.01		
Fiberglass			
Per square yard	\$5.44	\$6.02	\$6.87
Undercover Paper, Polyester Lining p/square yard	\$4.30	\$5.05	\$5.47
Fabric Track Systems			
1. Installation track batting and fabric p/linear ft.		To be determined	
2. Installation of fabric only.		by joint pricing	
3. Panel under 16 square foot to be charged at higher rate.		Committee.	
All Wallcoverers Overtime shall be paid on the basis of Piece Rate plus 50% of the Piece Rate.			
All Benefits will be paid on Full Gross Pay.			

Stamps

		From .25 to .75 and over
Divide \$31.00 into Full Gross Pay for stamp hours.	Up to .24 = 0	.74 = 1/2 Hour = 1 Hour

Quick References

Vinyl

Vinyls, Canvas up to 13 oz. p/square yard	\$4.77	\$5.44	\$6.02
Patterned Goods per roll	\$19.02	\$21.87	\$24.03
Vinyls over 13 oz. to 24.5 oz. and all hand printed vinyl, paper or cloth backed, regardless of weight per square yard	\$5.44	\$6.02	\$6.87
Patterned Goods per roll	\$21.87	\$24.03	\$27.50

Fabric

All fabric textiles, natural or synthetic, regardless of backing, or unbacked, Tufted Materials, Fabric backed Cork, p/square yard

\$6.96 \$7.60 \$8.19

Hourly Rate

\$36.40

Returns to 24 1/2 oz

0.42

Over 24 1/2 oz

0.74

Square, round, or decorative arches, sinks, washbasins, doors per side, electric and telephone box doors (and in bathrooms when area behind sink or commode is being papered) and free standing water cooler

\$8.68

WALLCOVERER'S PRICE LIST
May 1, 2012 - April 30, 2013

	#1	#2	#3
Wall Space		Ceilings, Gable Walls, walls w/ stairs, walls w/coves, Beams, Friezes, Mailrooms, Dadoes, Panels	Ceiling only, Bathrooms, Toilets, Closets, Kitchens, Panttries, Columns, Spiral Stairways
Wallpaper			
1. Lining Paper p/roll	\$6.08	\$6.73	\$7.55
2. Wallpaper costing to \$5.00 p/roll retail excluding hand prints	\$11.37	\$12.58	\$14.46
3. Wallpaper costing \$5.01 to \$14.00 p/roll including all grass cloths, silver & gold coated grass cloths. Wallpaper costing \$14.00 or over p/roll retail, including Flocks, Tech Metal, Foil Timbertone	\$15.24	\$16.11	\$19.78
4. Japanese Gold or Wood in Sheets, Sectional Papers, Posters, Blueprints etc. up to 9 sq. ft.			
Lapped	\$3.94	\$5.20	\$6.07
Butted	\$6.11	\$7.07	\$7.95
5. Scenery Papers or Landscape to 44" in width per strip	\$29.09		
6. Section Scenic regardless of size p/strip	\$14.77		
7. Plain Paper filler p/strip on same wall as scenic	\$14.77		
8. Hand Painted or Water Color Scenics up to 44" in width costing in excess of \$60.00 p/strip retail	\$44.44		
Wood Veneer on Canvas			
1. Plain Work, Panels, Stairways, Columns, Ceilings, Dadoes, wall w/beams, p/square foot	\$1.57		
2. Stiles, Casings, Door frames, Arches and around panels, with or without moldings any width under 12" p/running foot	\$1.57		
Blancharized Vinylite, Suede Backed Vinyl, Rigi-Wall and Similar Type Materials			
1. Walls, Ceilings, Panels, Dadoes, Stairways, Columns, p/square foot	\$1.40		
2. Stiles, Casings, Door frames, Arch and Secret doors and around panels, with or without moldings, any width under 12" p/running foot	\$1.40		
	(up to 1/8" light wt.)	(over 1/8" heavy wt.)	
Cork			
Per square foot	\$1.25	\$1.74	

Photo Murals

Per square foot	\$1.47		
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Striated or Sculpted Plastic

Per roll	\$41.38	\$44.44	\$47.85
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Borders

A. All borders, styles and extensions are to be charged by the yard. Friezes over 9" in width are to be charged proportionally.

B. Nursery and scenery borders in sheets, 50% extra. When laid out in panels, double the price.

C. Forming panels of striped paper by using strips of the wallpaper at top and bottom, each cap \$1.16 and 0.93 cents per miter.

D. Cutting out border to be charged at wallcoverers' hourly rate. No extra charge for straight cuts.

E. Borders, etc., hung in coves, 50% extra.

F. From 1" to 9" per running yard.

1. Paper	\$1.19	\$1.35	\$1.84
2. Printed Vinyl	\$3.89	\$4.23	\$4.76
3. Solid Vinyl, Felt or Hand prints	\$3.15	\$3.58	\$4.12

Stiles

From 1" to 9" per running yard

1. Paper	\$2.24
2. Vinyl, Felts or Hand prints	\$4.88

Cloth and Vinyl

1. All Fabrics, Textiles, natural or synthetic, regardless of backing, or unbacked. Tufted Materials, Fabric backed

Cork, p/square yard	\$7.16	\$7.82	\$8.42
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2. Woven Paper per square yard	\$5.60	\$6.19	\$6.77
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3. Cloth backed Foil per roll	\$18.78	\$21.72	\$24.49
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4. Oil Painting, Hand Painted Canvas per square foot	\$1.84	\$2.27	\$2.71
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5. Stencil Decorated Glass or Sanded Canvas per square foot	\$0.98	\$1.15	\$1.19
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6. Sheepskin or Natural Leather per square yard	\$8.29	\$9.07	\$12.25
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7. Unfinished Canvas for Painting only per square yard	\$4.42	\$5.19	\$5.63
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8. Vinyl, Canvas up to 13 oz. per square yard	\$4.91	\$5.60	\$6.19
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Patterned Goods per roll	\$19.56	\$22.50	\$24.72
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9. Vinyl over 13 oz. to 24.5 oz. and all hand printed vinyl, paper or cloth backed, regardless of weight per square yard	\$5.60	\$6.19	\$7.07
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Patterned Goods per roll	\$22.50	\$24.72	\$28.29
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10. Vinyl over 25.5 oz. Flocked or Metal faced Vinyl, Flock on Foil, paper or fabric backed regardless of weight, per square yard	\$6.19	\$7.07	\$8.41
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Patterned Goods per roll	\$24.72	\$28.29	\$33.14
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Curon

Per square foot	\$1.04		
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Fiberglass

Per square yard	\$5.60	\$6.19	\$7.07
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Undercover Paper, Polyester Lining p/square yard	\$4.42	\$5.19	\$5.63
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Fabric Track Systems

- | | |
|---|------------------|
| 1. Installation track batting and fabric p/linear ft. | To be determined |
| 2. Installation of fabric only. | by joint pricing |
| 3. Panel under 16 square foot to be charged at higher rate. | Committee. |
-

All Wallcoverers Overtime shall be paid on the basis of Piece Rate plus 50% of the Piece Rate.

All Benefits will be paid on Full Gross Pay.

Stamps

Divide \$32.00 into Full Gross Pay for stamp hours.

	From .25 to	.75 and over
Up to .24 = 0	.74 = 1/2 Hour	= 1 Hour

Quick References**Vinyl**

Vinyls, Canvas up to 13 oz. p/square yard	\$4.91	\$5.60	\$6.19
Patterned Goods per roll	\$19.56	\$22.50	\$24.72
Vinyls over 13 oz. to 24.5 oz. and all hand printed vinyl, paper or cloth backed, regardless of weight per square yard	\$5.60	\$6.19	\$7.07
Patterned Goods per roll	\$22.50	\$24.72	\$28.29

Fabric

All fabric textiles, natural or synthetic, regardless of backing, or unbacked, Tufted Materials, Fabric backed

Cork, p/square yard	\$7.16	\$7.82	\$8.42
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Hourly Rate

\$37.44

Returns to 24 1/2 oz

0.43

Over 24 1/2 oz

0.76

Square, round, or decorative arches, sinks, washbasins, doors per side, electric and telephone box doors (and in bathrooms when area behind sink or commode is being papered) and free standing water cooler

\$8.93

WALLCOVERER'S PRICE LIST
May 1, 2013 - April 30, 2014

	#1	#2	#3
Wall Space		Ceilings, Gable Walls, walls w/ stairs, walls w/coves, Beams, Friezes, Mailrooms, Dadoes, Panels	Ceiling only, Bathrooms, Toilets, Closets, Kitchens, Panttries, Columns, Spiral Stairways
Wallpaper			
1. Lining Paper p/roll	\$6.33	\$7.01	\$7.86
2. Wallpaper costing to \$5.00 p/roll retail excluding hand prints	\$11.84	\$13.10	\$15.07
3. Wallpaper costing \$5.01 to \$14.00 p/roll including all grass cloths, silver & gold coated grass cloths. Wallpaper costing \$14.00 or over p/roll retail, including Flocks, Tech Metal, Foil Timbertone	\$15.88	\$16.78	\$20.60
4. Japanese Gold or Wood in Sheets, Sectional Papers, Posters, Blueprints etc. up to 9 sq. ft.			
Lapped	\$4.10	\$5.42	\$6.32
Butted	\$6.36	\$7.36	\$8.28
5. Scenery Papers or Landscape to 44" in width per strip	\$30.30		
6. Section Scenic regardless of size p/strip	\$15.39		
7. Plain Paper filler p/strip on same wall as scenic	\$15.39		
8. Hand Painted or Water Color Scenics up to 44" in width costing in excess of \$60.00 p/strip retail	\$46.29		
Wood Veneer on Canvas			
1. Plain Work, Panels, Stairways, Columns, Ceilings, Dadoes, wall w/beams, p/square foot	\$1.64		
2. Stiles, Casings, Door frames, Arches and around panels, with or without moldings any width under 12" p/running foot	\$1.64		
Blancharized Vinylite, Suede Backed Vinyl, Rigi-Wall and Similar Type Materials			
1. Walls, Ceilings, Panels, Dadoes, Stairways, Columns, p/square foot	\$1.46		
2. Stiles, Casings, Door frames, Arch and Secret doors and around panels, with or without moldings, any width under 12" p/running foot	\$1.46		
	(up to 1/8" light wt.)	(over 1/8" heavy wt.)	
Cork			
Per square foot	\$1.31	\$1.81	

Photo Murals

Per square foot	\$1.53		
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Striated or Sculpted Plastic

Per roll	\$43.11	\$46.29	\$49.85
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Borders

- A. All borders, styles and extensions are to be charged by the yard. Friezes over 9" in width are to be charged proportionally.
- B. Nursery and scenery borders in sheets, 50% extra. When laid out in panels, double the price.
- C. Forming panels of striped paper by using strips of the wall paper at top and bottom, each cap \$1.16 and 0.93 cents per miter.
- D. Cutting out border to be charged at wallcoverers' hourly rate. No extra charge for straight cuts.
- E. Borders, etc., hung in coves, 50% extra.
- F. From 1" to 9" per running yard.

1. Paper	\$1.24	\$1.40	\$1.92
2. Printed Vinyl	\$4.05	\$4.40	\$4.96
3. Solid Vinyl, Felt or Hand prints	\$3.28	\$3.73	\$4.30

Stiles

From 1" to 9" per running yard

1. Paper	\$2.34
2. Vinyl, Felts or Hand prints	\$5.08

Cloth and Vinyl

1. All Fabrics, Textiles, natural or synthetic, regardless of backing, or unbacked. Tufted Materials, Fabric backed

Cork, p/square yard	\$7.46	\$8.14	\$8.78
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2. Woven Paper per square yard	\$5.83	\$6.45	\$7.05
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3. Cloth backed Foil per roll	\$19.57	\$22.63	\$25.51
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4. Oil Painting, Hand Painted Canvas per square foot	\$1.92	\$2.37	\$2.82
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5. Stencil Decorated Glass or Sanded Canvas per square foot	\$1.02	\$1.20	\$1.24
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6. Sheepskin or Natural Leather per square yard	\$8.64	\$9.45	\$12.76
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7. Unfinished Canvas for Painting only per square yard	\$4.61	\$5.41	\$5.86
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8. Vinyl, Canvas up to 13 oz. per square yard	\$5.11	\$5.83	\$6.45
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Patterned Goods per roll	\$20.38	\$23.43	\$25.75
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9. Vinyl over 13 oz. to 24.5 oz. and all hand printed vinyl, paper or cloth backed, regardless of weight per square yard	\$5.83	\$6.45	\$7.36
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Patterned Goods per roll	\$23.43	\$25.75	\$29.47
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10. Vinyl over 25.5 oz. Flocked or Metal faced Vinyl, Flock on Foil, paper or fabric backed regardless of weight, per square yard	\$6.45	\$7.36	\$8.76
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Patterned Goods per roll	\$25.75	\$29.47	\$34.52
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Curon

Per square foot	\$1.08		
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Fiberglass

Per square yard	\$5.83	\$6.45	\$7.36
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Undercover Paper, Polyester Lining p/square yard	\$4.61	\$5.41	\$5.86
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Fabric Track Systems

- | | |
|---|------------------|
| 1. Installation track batting and fabric p/linear ft. | To be determined |
| 2. Installation of fabric only. | by joint pricing |
| 3. Panel under 16 square foot to be charged at higher rate. | Committee. |

All Wallcoverers Overtime shall be paid on the basis of Piece Rate plus 50% of the Piece Rate.

All Benefits will be paid on Full Gross Pay.

Stamps

Divide \$33.00 into Full Gross Pay for stamp hours.

	From .25 to	.75 and over
Up to .24 = 0	.74 = 1/2 Hour	= 1 Hour

Quick References**Vinyl**

Vinyls, Canvas up to 13 oz. p/square yard	\$5.11	\$5.83	\$6.45
Patterned Goods per roll	\$20.38	\$23.43	\$25.75
Vinyls over 13 oz. to 24.5 oz. and all hand printed vinyl, paper or cloth backed, regardless of weight per square yard	\$5.83	\$6.45	\$7.36
Patterned Goods per roll	\$23.43	\$25.75	\$29.47

Fabric

All fabric textiles, natural or synthetic, regardless of backing, or unbacked, Tufted Materials, Fabric backed

Cork, p/square yard	\$7.46	\$8.14	\$8.78
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Hourly Rate

\$39.00

Returns to 24 1/2 oz

0.45

Over 24 1/2 oz

0.79

Square, round, or decorative arches, sinks, washbasins, doors per side, electric and telephone box doors (and in bathrooms when area behind sink or commode is being papered) and free standing water cooler

\$9.30

WALLCOVERER'S PRICE LIST
May 1, 2014 - April 30, 2015

	#1	#2	#3
	Wall Space	Ceilings, Gable Walls, walls w/ stairs, walls w/coves, Beams, Friezes, Mailrooms, Dadoes, Panels	Ceiling only, Bathrooms, Toilets, Closets, Kitchens, Panttries, Columns, Spiral Stairways
Wallpaper			
1. Lining Paper p/roll	\$6.67	\$7.38	\$8.28
2. Wallpaper costing to \$5.00 p/roll retail excluding hand prints	\$12.47	\$13.80	\$15.87
3. Wallpaper costing \$5.01 to \$14.00 p/roll including all grass cloths, silver & gold coated grass cloths. Wallpaper costing \$14.00 or over p/roll retail, including Flocks, Tech Metal, Foil Timbertone	\$16.73	\$17.67	\$21.70
4. Japanese Gold or Wood in Sheets, Sectional Papers, Posters, Blueprints etc. up to 9 sq. ft.			
Lapped	\$4.32	\$5.71	\$6.66
Butted	\$6.70	\$7.75	\$8.72
5. Scenery Papers or Landscape to 44" in width per strip	\$31.91		
6. Section Scenic regardless of size p/strip	\$16.21		
7. Plain Paper filler p/strip on same wall as scenic	\$16.21		
8. Hand Painted or Water Color Scenics up to 44" in width costing in excess of \$60.00 p/strip retail	\$48.76		
Wood Veneer on Canvas			
1. Plain Work, Panels, Stairways, Columns, Ceilings, Dadoes, wall w/beams, p/square foot	\$1.73		
2. Stiles, Casings, Door frames, Arches and around panels, with or without moldings any width under 12" p/running foot	\$1.73		
Blancharized Vinylite, Suede Backed Vinyl, Rigi-Wall and Similar Type Materials			
1. Walls, Ceilings, Panels, Dadoes, Stairways, Columns, p/square foot	\$1.54		
2. Stiles, Casings, Door frames, Arch and Secret doors and around panels, with or without moldings, any width under 12" p/running foot	\$1.54		
	(up to 1/8" light wt.)	(over 1/8" heavy wt.)	
Cork			
Per square foot	\$1.38	\$1.91	

Photo Murals

Per square foot	\$1.61		
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Striated or Sculpted Plastic

Per roll	\$45.41	\$48.76	\$52.51
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Borders

- A. All borders, styles and extensions are to be charged by the yard. Friezes over 9" in width are to be charged proportionally.
- B. Nursery and scenery borders in sheets, 50% extra. When laid out in panels, double the price.
- C. Forming panels of striped paper by using strips of the wallpaper at top and bottom, each cap \$1.16 and 0.93 cents per miter.
- D. Cutting out border to be charged at wallcoverers' hourly rate. No extra charge for straight cuts.
- E. Borders, etc., hung in coves, 50% extra.
- F. From 1" to 9" per running yard.

1. Paper	\$1.31	\$1.47	\$2.02
2. Printed Vinyl	\$4.27	\$4.63	\$5.22
3. Solid Vinyl, Felt or Hand prints	\$3.45	\$3.93	\$4.53

Stiles

From 1" to 9" per running yard

1. Paper	\$2.46
2. Vinyl, Felts or Hand prints	\$5.35

Cloth and Vinyl

1. All Fabrics, Textiles, natural or synthetic, regardless of backing, or unbacked. Tufted Materials, Fabric backed

Cork, p/square yard	\$7.86	\$8.57	\$9.25
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2. Woven Paper per square yard	\$6.14	\$6.79	\$7.43
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3. Cloth backed Foil per roll	\$20.61	\$23.84	\$26.87
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4. Oil Painting, Hand Painted Canvas per square foot	\$2.02	\$2.50	\$2.97
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5. Stencil Decorated Glass or Sanded Canvas per square foot	\$1.07	\$1.26	\$1.31
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6. Sheepskin or Natural Leather per square yard	\$9.10	\$9.95	\$13.44
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7. Unfinished Canvas for Painting only per square yard	\$4.86	\$5.70	\$6.17
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8. Vinyl, Canvas up to 13 oz. per square yard	\$5.38	\$6.14	\$6.79
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Patterned Goods per roll	\$21.47	\$24.68	\$27.12
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9. Vinyl over 13 oz. to 24.5 oz. and all hand printed vinyl, paper or cloth backed, regardless of weight per square yard	\$6.14	\$6.79	\$7.75
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Patterned Goods per roll	\$24.68	\$27.12	\$31.04
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10. Vinyl over 25.5 oz. Flocked or Metal faced Vinyl, Flock on Foil, paper or fabric backed regardless of weight, per square yard	\$6.79	\$7.75	\$9.23
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Patterned Goods per roll	\$27.12	\$31.04	\$36.36
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Curon

Per square foot	\$1.14
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Fiberglass

Per square yard	\$6.14	\$6.79	\$7.75
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Undercover Paper, Polyester Lining p/square yard	\$4.86	\$5.70	\$6.17
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Fabric Track Systems

- | | |
|---|------------------|
| 1. Installation track batting and fabric p/linear ft. | To be determined |
| 2. Installation of fabric only. | by joint pricing |
| 3. Panel under 16 square foot to be charged at higher rate. | Committee. |

All Wallcoverers Overtime shall be paid on the basis of Piece Rate plus 50% of the Piece Rate.

All Benefits will be paid on Full Gross Pay.

Stamps

Divide \$34.00 into Full Gross Pay for stamp hours.

	Up to .24 = 0	From .25 to .74 = 1/2 Hour	.75 and over = 1 Hour
Quick References			
Vinyl			
Vinyls, Canvas up to 13 oz. p/square yard	\$5.38	\$6.14	\$6.79
Patterned Goods per roll	\$21.47	\$24.68	\$27.12
Vinyls over 13 oz. to 24.5 oz. and all hand printed vinyl, paper or cloth backed, regardless of weight per square yard			
	\$6.14	\$6.79	\$7.75
Patterned Goods per roll	\$24.68	\$27.12	\$31.04
Fabric			
All fabric textiles, natural or synthetic, regardless of backing, or unbacked, Tufted Materials, Fabric backed			
Cork, p/square yard	\$7.86	\$8.57	\$9.25
Hourly Rate	\$41.08		
Returns to 24 1/2 oz	0.47		
Over 24 1/2 oz	0.83		
Square, round, or decorative arches, sinks, washbasins, doors per side, electric and telephone box doors (and in bathrooms when area behind sink or commode is being papered) and free standing water cooler			
	\$9.80		

Art. XXVII. Sec. 4. - Quantity Discounts.

(a). All jobs having the quantities listed in this section must be registered with Union five (5) days before starting. Wallcoverers working on Quantity Discount jobs are to be limited to earning an amount not in excess of \$800.00 per job, except the head wallcoverer, who is not to be limited as to the amount of work or earning. On all Quantity Discount jobs requiring over 4,000 square yards of cloth and/or material, the Association member may employ an assistant head wallcoverer who is not to be limited as to the amount of work or earnings on said job. It is

understood that on all multiple jobs a wallcoverer Job Steward will be placed by District Council No. 9.

(b). Wallcovering jobs requiring over 800 square yards of cloth and/or material shall comprise a multiple discount job. Lining paper shall not be subject to discount.

(c). The discount on piece rates for Association employers that applies for jobs requiring over 800 square yards of cloth and/or material, where no paste machine is used, shall be as follows:

Manhattan, Bronx, Kings, Richmond Westchester and Putnam Counties		Queens / Nassau Suffolk Counties
Effective 5/1/11:	10%	10%
Effective 5/1/12:	10%	10%
Effective 5/1/13:	10%	10%
Effective 5/1/14:	10%	10%

Art. XXVII. Sec. 5. - Paste Machine.

(a). Association employers shall have the right to utilize the paste machine beginning on May 1, 2001 in accordance with this Section for quantities over 800 square yards.

(b). The discount on piece rates for all Association employers where the paste machine is used shall be as follows:

Effective 5/1/11:	15%, unrestricted use of the paste machine
Effective 5/1/12:	15%, unrestricted use of the paste machine
Effective 5/1/13:	15%, unrestricted use of the paste machine
Effective 5/1/14:	15%, unrestricted use of the paste machine

Art. XXVII. Sec. 6. - National Pension and Fringes.

(a). Each Association member will contribute to the I.U.P.A.T. Union and Industry National Pension Fund, in accordance with the rules of that fund, sums of money for the period from May 1, 2011 to April 30, 2015.

(b). Each Association member's contribution to the Insurance Fund and Painting Industry Annuity Fund on behalf of wallcoverers shall be from May 1, 2011, to April 30, 2015.

(c). Stamp Hours are to be calculated by dividing gross wages by; \$31.00 as of May 1, 2011; \$32.00 as of May 1, 2012; \$33.00 as of May 1, 2013; and \$34.00 as of May 1, 2014.

	5/1/11 - 4/30/2012	5/1/12 - 4/30/2013	5/1/13 - 4/30/2014	5/1/14 - 4/30/2015
Health & Welfare	8.67	8.67	8.67	8.67
Pension	8.17	8.17	8.17	8.17
Annuity	6.90	6.90	6.90	6.90
Vacation	5.04	5.04	5.04	5.04
DC 9-FTI	0.35	0.35	0.35	0.35
IUPAT-FTI	0.10	0.10	0.10	0.10
IUPAT-LMCI	0.10	0.10	0.10	0.10
IUPAT-PAT	0.10	0.10	0.10	0.10
IPF	0.22	0.28	0.29	0.30

(d). For the duration of this Trade Agreement and any renewals or extensions thereof, each Association member agrees to make payments to the I.U.P.A.T. Union and Industry National Pension Fund for each wallcoverer covered by this Trade Agreement as follows:

(i). For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and any other hours for which pay is received by the wallcoverer in accordance with this Trade Agreement, shall be counted as hours for which contributions are payable.

(ii). Contributions shall be paid on behalf of any wallcoverer starting with his/her first day of employment.

(iii). The payments to the Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry National Pension Fund, which was established under an Agreement and Declaration of Trust. The Association and its members hereby agree to be bound by the Agreement and Declaration of Trust as though they had actually signed the same.

(e). The Association on behalf of its members hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Association and its members further agree to be bound by all actions taken by the Trustees pursuant to the Agreement and Declaration of Trust.

DURATION OF AGREEMENT

Art. XVIII. - The term of this Trade Agreement shall be for the period commencing May 1, 2011 and ending April 30, 2015.

Negotiations for a new Trade Agreement shall commence not later than February 2, 2015.

During the life of this Trade Agreement, neither party shall make any rules or by-laws conflicting with its provisions.

In witness whereof, the parties hereto have caused this Trade Agreement to be signed by their respective officers the day and year first above mentioned.

K 8429
1,100 workers
3/2/12

BUILDING AND CONSTRUCTION
AGREEMENT
MAY 1, 2002 - APRIL 30, 2005



LABORERS' INTERNATIONAL UNION OF N.A.
LOCAL 235
OF WESTCHESTER AND PUTNAM
COUNTIES, NEW YORK
AFL-CIO

- and -

BUILDING CONTRACTORS ASSOCIATION OF WESTCHESTER
AND MID-HUDSON REGION

- and -

MASON AND CONCRETE CONTRACTORS OF THE HUDSON
VALLEY, INC.

- and -

INDEPENDENT EMPLOYERS

LABORERS' INTERNATIONAL UNION OF N.A.
LOCAL 235
OF WESTCHESTER AND PUTNAM
COUNTIES, NEW YORK
AFL-CIO


Business Manager

41 KNOLLWOOD ROAD
ELMSFORD, NEW YORK 10523

PHONE: (914) 592-3020

FAX: (914) 592-3597

for

BENEFIT FUNDS OFFICE
41 KNOLLWOOD ROAD
ELMSFORD, NEW YORK 10523

PHONE: (914) 592-3331

FAX: (914) 592-3349

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Tappan Zee Hudson River Crossing Project

PART I - AGREEMENT

Local 201 - [REDACTED] Labor Agreement (Schedule A)

Final for Execution - November 21, 2012

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AGREEMENT

This AGREEMENT made and entered into as of the 1st day of May, 2002 by and between the BUILDING CONTRACTORS ASSOCIATION OF WESTCHESTER AND MID-HUDSON REGION and MASON AND CONCRETE CONTRACTORS OF THE HUDSON VALLEY, INC. hereinafter called the "ASSOCIATIONS", for itself and its members and the individual Employers signatory hereto, hereinafter, "INDEPENDENT EMPLOYERS", collectively referred to as the "Employer", and the LABORERS' INTERNATIONAL UNION OF N.A. LOCAL 235 OF WESTCHESTER AND PUTNAM COUNTIES, NEW YORK, AFL-CIO hereinafter called the "UNION".

WITNESSETH:

WHEREAS, the parties hereto desire to stabilize employment in the work covered by this agreement and to agree upon rates of wages, conditions and terms of employment for employees covered by this agreement hereinafter referred to as "EMPLOYEES".

IN CONSIDERATION OF THE PREMISES, it is hereby mutually understood and agreed as follows:

ARTICLE I

EMPLOYERS' RECOGNITION OF UNION

The employer recognizes the union as the sole, collective bargaining representative of the Employees in the bargaining unit covered by this agreement.

ARTICLE II

This agreement shall cover all the work to be done by Employees of the Employer in Westchester and Putnam Counties which come within the jurisdiction of Local 235, which is as follows:

JURISDICTION OF WORK

(A) Laborers' International Union of N.A. Local 235 Laborers shall exclusively perform the following work:

1. The handling of all kinds of brick, tile, marble, cement block, precast concrete, 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 quantity 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 and dock builders.
8. The oiling of all metal and plywood forms.
9. The helping of Masons, cement finishers, bricklayers, plasterers, stone masons, and lathers.
10. Operation and maintenance of vibrators, air or electric hammers, power driven buggies, fork lifts, wheelbarrows, and the pumping process for plaster, mortar, concrete or other mason materials, hydraulic lift trucks.
11. Pumping and bailing of water by hand or mechanical pump regardless of power source and method, cleaning of screens and the placing of sucking and discharge hoses.
12. The tending of masons building cesspools, septic tanks, dry wells.
13. All hand grading and seeding, all planting of trees, shrubs and flowers, and hand back filling in and around the building.
14. The erection and handling of all scaffolds, power scaffolds and screening.
15. Unloading and carrying to point of erection 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. Handling and placing of all materials covered by this agreement on the scaffold and floor.
18. All drilling on building, construction work done by pneumatic or electric power or any other process having to do with excavating or demolition work.
19. All demolition on interior alterations and total demolition of buildings.
20. The erection of all scaffolds, including tubular scaffolds, trestles and horses used by plasterers, masons, bricklayers and masons.

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21. All one (1) pole or putlock scaffolds, regardless of height or method of fastening to the wall or openings.
22. All two (2) pole or self supporting scaffolds.
23. The erection and planking of all scaffolds used by the masonry trades, including building of runways, ramps, platforms, mortar boxes, and protecting sheds.
24. The operation and maintenance of mixers whether used for mortar, plaster or concrete.
25. The handling and maintenance of all propane, fuel oil, coke or any type salamanders and all blower type heaters.
26. 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 including the handling and erection of precast modules as well as other work that is required by the Laborers' International Union of North America.
27. The cleaning and clearing of all debris, including wire brushing of steel bucks, hollow metal, and windows within and around the building.
28. Scraping of floors, removal of surplus material from fixtures within its confines and cleaning in building and the construction area.
29. The general cleanup including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishing and removal and loading or burning of all debris, including crates, boxes etc.
30. The cleaning of bathrooms, kitchen, laboratory and all fixtures and facilities therein.
31. Clean up mopping, washing, waxing and polishing or dusting of all floors or areas.
32. Unloading, handling and distributing of all materials, fixtures, furnishings, and appliances, from point of delivery of stock piles, and from stock piles to approximately the point of installation.
33. 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.
34. The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings, and foundations of building and structures.
35. Mixing and handling of concrete, bituminous concrete, floors or for any other construction.
36. Handling, conveying, pouring, vibrating, gunning and placing concrete or aggregates, whether done by hand, pumping conveyor, or any other process.
37. Wrecking, stripping, dismantling and handling of concrete forms and false work and cleaning of all lumbars.
38. Building of centers for fireproofing purposes.
39. Operations and maintenance of motorized wheelbarrows, buggies, conveyors used for masonry materials or equipment of similar character, whether run by gas, or electric.

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diesel, electric or other power.

40. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket.
41. Placing of concrete or aggregates, whether poured, pumped, or placed by any other process.
42. The assembly, uncoupling of all connections and parts of the equipment used in mixing or conveying concrete, aggregates, or mortar, and the cleaning of such equipment, parts and connections.
43. All vibrating, spreading, flowing, puddling, leveling and strike off of concrete or aggregates by hand or mechanical means prior to finishing.
44. Where prestressed or precast concrete slabs, walls or sections are used, all loading, or unloading stockpiles, hooking on, unhooking, setting and barring into place of slabs, walls or sections.
45. All mixing, handling, conveying, placing and spreading of grout or gypsum for any purpose.
46. Green cutting of concrete or aggregates in any form, by hand, mechanical means, grindstones, air, electric or water.
47. Handling operation and maintenance of electric generators up to 5 KW for temporary use in building construction including use for temporary heat.
48. The loading, unloading, carrying, distributing and handling of all rods, mesh and other materials for use in reinforcing concrete in building construction, handling and carrying to the point of erection all kinds of lath and meal furring.
49. All work on interior concrete columns.
50. Foundations for engine and machinery beds, and fuel oil or gas tank concrete pads and saddles.
51. The stripping of forms, other than forms which are to be used in their original forms, and the stripping of forms on all flat arch work and the FINAL STRIPPING OF FORMS WHICH ARE NOT TO BE REUSED.
52. The moving, cleaning, oiling and carrying of all forms to the point of erection.
53. The snapping of all ties and removal of tie rods.
54. Handling and placing and operation of the nozzle, hoses and pots or hoppers on sand blasting or other abrasive cleaning and the tending of sandblasters and tuck pointers.
55. The jacking of slip forms and all semi work connected therewith, on building construction.
56. All signaling including by radio, flag and traffic persons and directing of all trucks, cranes, concrete buckets and materials that are handled by laborers.
57. Exclusive operation maintenance and handling of all tampers, flame throwers, natural and propane gas heaters, blower type heaters, hydraulic lift trucks.
58. Safety fire watch when used in any area where fires may occur within and around building construction or alteration.
59. Handling of concrete cranes, touch cleaning.

60. Assisting in the operation of all surveying instruments and related field equipment.
61. All grading, landscaping, tree work and ground work inside and around commercial building and residential construction.
62. Handling of tarpaulins, reinforced poly or other temporary weather protection on buildings, regardless of method.
63. Unloading, hoisting and carrying of sheet rock.
64. The laying of all pipes and backfilling inside and outside of the building.
65. Removal of snow and sanding of the construction site, building, and scaffolds when performed by hand, snow blower or hand plow.
66. Handling, erection, and maintaining of Morgan or similar Jack-Up scaffold.
67. All burning and cutting by torches.
68. Where an employer requires an escort for persons visiting a job site, a laborer shall be assigned as the escort, where mandated by Federal or State law.

EQUIPMENT THAT REPLACES LABORERS

(B) Any equipment or process that replaces work that is being performed or has been traditionally performed by laborers, shall be assigned to laborers.

OPERATION AND MAINTENANCE

(C) 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 as set forth in this article and any tools, machines and devices listed or pertaining to modifications and extensions of such tools, machines and devices.

OTHER LIMITATIONS

(D) 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 that is to be used over one (1) story or more where there is no elevator or hoist. There shall be no hand relaying of materials over one story or 18 feet, whichever is lower.
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 materials are to be handled.
4. Where wheelbarrows are used for brick or any other materials, they shall not be overloaded. Where loading of masonry products or materials is on pallets, the height of the load shall not exceed 44 inches above the pallet.
5. Hods shall be no longer than 20 inches.
6. No more than an 18 pound hammer is to be used.

7. Contract 2012-145 [REDACTED] PART 1 - AGREEMENT
 7. Contract 2012-145 [REDACTED] mixing, shoveling of stone, cinder, [REDACTED] (Schedule A)

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gravel or concrete. No coal scoop shall be used for picking up debris on construction site.

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, the scaffolding shall be erected 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 laborers.

BELL MEN ON HOIST

(E) On jobs where a hoist is in use, there shall be a steady bell man. It is further agreed that the bell man shall load and unload the hoist whenever possible (when hoist is not in use the bell man may be assigned to other duties).

ASSIGNED EQUIPMENT

(F) Equipment assigned to employees is assigned for the purposes of operation, maintenance, and repair of equipment by said employees.

NOT REQUIRED TO USE POWER TOOLS

(G) Laborers shall not be required to use power tools.

TEMPORARY HEAT MANNING REQUIREMENTS

(H) Where there is handling of maintenance of one to seven propane, fuel oil, coke or other salamanders of any type, for the purpose of temporary heat there shall be one laborer. Where there are eight salamanders or more there shall be two laborers for the second and third shift when no other laborers are employed.

ARTICLE III

TOXIC AND HAZARDOUS WASTE REMOVAL

(A) The scope of the work of the asbestos abatement laborer or toxic or hazardous waste removal laborer covers all tasks related to asbestos abatement or toxic or hazardous waste removal. This includes, but is not limited to, the handling, control, removal, abatement, encapsulation or disposal of asbestos and/or toxic or hazardous waste or materials, the building of any temporary or permanent protection and the removal of lead paint.

In accordance with past practices and prior jurisdictional awards and agreements as more fully set forth in Article II above, in performing this work, laborers shall be assigned the erection, moving, servicing and dismantling of all scaffolds and horses, where scaffolds are used exclusively by Laborers for the removal of asbestos and the tending of other trades in the erection of scaffolds in accordance with Green Book decisions.

If the materials that are used for the containment or construction of decontamination units or enclosures required for the removal of containment or asbestos or hazardous waste on the job or project site are not to be reused, the dismantling will be the work of laborers; the operation of all tools and equipment, including, but not limited to, generators, compressors, and vacuums used in the removal and abatement of asbestos or toxic or hazardous waste or materials; the labeling, bagging, cartoning, or otherwise packaging of materials for disposal; the disposal of all such materials to any authorized disposal site; the clean up of the work or project site and all other incidental removal, abatement and/or encapsulation of asbestos and/or toxic or hazardous waste or materials. All of the described work shall be performed by the asbestos abatement Laborer or the toxic or hazardous waste removal laborer in conformance with all applicable federal, state and municipal statutes, regulations, ordinances, standards, and safety requirements.

ADDITIONAL WAGES

(B) When laborers are performing this work, they shall receive an additional \$1.65 per hour in wages.

(C) The supervisor shall receive the extra wages described in paragraph (B) above plus an additional \$2.00 per hour.

ARTICLE IV

MUST BE A MEMBER WITHIN 8 DAYS

(A) It shall be a condition of employment that all laborers employed by the Employer in Westchester and Putnam Counties, New York, who are members of Local 235 on the effective date of this Agreement, shall remain members of Local 235. Laborers employed by the Employer in Westchester and Putnam Counties, New York after the effective date of this Agreement must be a member in good standing of Local 235 or must become a member of Local 235 after the completion of eight (8) days of employment with the Employer.

DUES CHECK-OFF

(B) Administrative Dues Check-Off: The Employer agrees to deduct from the wages of employees covered by the provisions of this agreement, the amount of one dollar and ten cents (\$1.10) per hour or such other amount as the Union shall designate in writing throughout the term of this Agreement for each hour paid, including overtime, from the weekly pay of each employee who has authorized such deductions in writing, and remit the same weekly in accordance with Article XXVII to the Union with a list of employees, the number of hours worked by each employee and the name of any employee who shall fail to sign such an authorization. Such authorization shall be signed in duplicate, one copy supplied to the Union, and the authorization shall be irrevocable for a period of one (1) year or the termination of the Collective Bargaining Agreement, whichever is sooner, and shall be automatically renewed from year to year thereafter, unless sixty (60) days prior to any anniversary date such authorization shall be terminated by notice in writing to the Contractor and to the Union.

POLITICAL ACTION FUND

(C) The Employer shall deduct from the wages of employees covered hereby who sign a New York State Laborers Political Action Committee Payroll Deduction Authorization form the sum of \$.05 (five cents) for each hour paid to each employee. Such authorization shall be signed in duplicate and may be revoked by the employee in writing to the Union and the Employer.

24 HOURS NOTICE, REQUIREMENTS FOR HIRING

(D) The Employer shall notify the Union at least 24 hours in advance not including Saturday, Sunday or Holidays, before it employs any laborers and shall not recruit applicants directly or hire laborers who are not referred by the Union, except as set forth below:

The Employer, in requesting referrals shall specify to the Union:

1. The number of laborers required.
2. The location of the job.
3. The nature and type of construction involved.
4. The work to be performed.
5. The specialized skills required.
6. Such other information to enable the Union to make proper referral of laborers.

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Registration and selection of applicants for referrals to jobs shall be on a nondiscriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

An Employer can request a laborer by name and so long as the laborer is unemployed, he will be referred by the Union.

The Employer retains the right to reject any job applicant by the Union, but in the event of such rejection the Employer shall re-apply to the Union for further referrals until a referral is accepted as an employee.

HIRING HALL IMPLEMENTATION

(E) Upon 30 days written notice to the Employer, the Union may implement a hiring hall in which case the provisions set forth in Paragraph D. above shall be deemed null and void.

STATUTORY LIMITATIONS

(F) In the event the Union exercises the option set forth in Paragraph E. above, the job referral rules promulgated by the Laborers International Union of North America as set forth in the LIUNA Ethics and Disciplinary Procedure Handbook shall be applicable and copies of these rules shall be forwarded to the Employer and posted at the Union Hall.

HIRING DISPUTES REMEDIATION

(G) In the event that any applicable statute is enacted, or any decision Tendered by a court or administrative agency having jurisdiction thereof, which statute or decision permits union security or hiring provisions more favorable to the Union than contained herein, then the parties shall meet and amend this agreement so as to give the Union the benefits permitted by such statute or decision.

(H) In the event that any individual Employer or Employee claims that he is being discriminated against in hiring because of Union or Non-Union membership or by reason of any provision contained in this Article, he shall file a complaint with the Associations and the Union, setting forth the details of such alleged discrimination, and the matter shall be considered by them. In the event any dispute cannot be settled, it shall be referred to arbitration as referred to in Article XV.

ARTICLE V

FAIR & HONEST DAY'S WORK

(A) It is understood that employees shall perform a fair and honest day's work.

NO RESTRICTIONS ON TOOLS

(B) There shall be no restrictions of the use of machinery, tools or appliances, provided the same are usable and operable equipment and are in good and safe working order.

SAFETY REQUIREMENTS

(C) That the Employer will employ and use all means of safety for the protection of employees and will comply with all safety regulations in accordance with the New York State Labor Department.

HARD HAT REQUIREMENT

(D) Should any Laborer fail to use a hard hat or other equipment when supplied, such failure shall constitute just cause for discharge.

COOPERATION ON SAFETY LITERATURE

(E) The Union agrees to cooperate with the Employer by disseminating easily understood information on safety procedures to all its members periodically but not less than 4 times a year. Two copies shall be sent to the Associations.

NO TOLERANCE FOR ALCOHOL

(F) The consumption of alcoholic beverages or drugs on a job site is prohibited, and violation of this shall constitute just cause for discharge.

ALCOHOLISM IS A DISEASE

(G) In accordance with the policies of the National Joint Labor Management Alcoholism Program, AFL-CIO, we hereby recognize that alcoholism is a disease and should be treated as such.

ARTICLE VI

LABORER FOREMAN

On all jobs employing Laborers, one man shall be designated as a foreman who shall receive not less than an additional one dollar and fifty cents (\$1.50) per hour. It is also agreed that where more than one (1) foreman is needed, they shall be registered with the Union, in accordance with the provisions of Article IV (A) herein. The foreman shall be selected and hired by the Employer from within the Union and shall be the first laborer on the job. He shall act as the agent of the Employer only and shall not apply or attempt to apply any regulations, rules, by-laws or provisions of the Union Constitution in any respect, or any obligation of Union Membership. When employees receive conflicting instructions and orders, the same is to be referred to the Laborer Foreman. Generally, and whenever practical and possible, Laborers shall take orders only from the Laborer Foreman, except that Laborers shall take instruction from the Mechanics they are attending as assigned. When 15 Laborers or more are employed, the Foreman shall not work and will not replace a laborer under any conditions.

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ARTICLE VII
GROUP 1
REGULAR JOURNEYMAN WAGES

Acoustic Pumps	Pipelayer
All Pneumatic Equipment	Plastering & Barco and all Air
Carpenter Tenders	Power Buggies
Concrete Laborers	Power Jacks
Dock Builder Helpers	Scaffold Men
Drillers & Pavement Breakers	Signaling Men
Equipment Operators	Steel Lather Helpers
Forklifts	Swinger Operator on Conveyor Belt
Form Strippers	Tampers
General Laborers	Temporary Heat Laborers
Mason Plaster & Bricklayer Tenders	Tool Room Checker
Mortar Mixer	Vibrators

WAGES EFFECTIVE MAY 1, 2002 TO APRIL 30, 2003: \$23.50

GROUP 2
FOREMAN WAGES

Foreman	See Article VI
Additional Pay of \$1.50 per hour	

WAGES EFFECTIVE MAY 1, 2002 TO APRIL 30, 2003: \$25.00

GROUP 3
WATCHMAN WAGES

Watchman	See Article XI
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GROUP 4
ASBESTOS AND HAZARDOUS MATERIALS

Asbestos Abatement	Lead Paint Removal
Hazardous Waste Removal	Toxic Waste Removal
Additional Pay of \$1.65 per hour	See Article III (B)

WAGES EFFECTIVE MAY 1, 2002 TO APRIL 30, 2003: \$25.15

Supervisor Additional Pay of \$2.00 per hour	See Article III (C)
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WAGES EFFECTIVE MAY 1, 2002 TO APRIL 30, 2003: \$27.15

FUTURE WAGE INCREASES

In addition to the wage rates set forth above, employees shall be entitled to the following increases:

For the period of May 1, 2003 to April 30, 2004 there will be a total package increase for each classification in the amount of \$1.65 per hour which will be distributed by the Union plus a \$0.05 increase in the IAF.

For the period of May 1, 2004 to April 30, 2005 there will be a total package increase for each classification in the amount of \$1.65 per hour which will be distributed by the Union plus a \$0.05 increase in the IAF.

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 Employers Cooperation and Education Trust, or Health and Safety Fund.

LABORERS' INTERNATIONAL UNION OF N.A. LOCAL 235 OF WESTCHESTER AND PUTNAM COUNTIES, NEW YORK, AFL-CIO BENEFIT FUND CONTRIBUTIONS

Benefit Contribution rates effective for the period May 1, 2002 to April 30, 2003:

Welfare Fund	\$4.80
Pension Fund	3.60
Annual Benefit*	2.00
Annuity Fund	3.15
Dues Supplement*	1.10
IAF15
Education & Training ..	.25
PAC*05
LECET10
Health & Safety	____.05
Total	\$15.25 per hour

***ANNUAL BENEFIT, DUES SUPPLEMENT AND POLITICAL ACTION FUNDS ARE TAXABLE.**

ARTICLE VIII

HOURS OF WORK

Eight (8) hours shall constitute a normal day's work between the hours of 7:00 a.m. and 11:55 a.m. and from 12:30 p.m. to 3:30 p.m., five days a week, Monday through Friday. If Laborers are required to work during their lunch hour, they shall be paid at the rate of time and one-half for the first 15 minutes or any part thereof, and for the second 15 minutes or any part thereof. If Laborers, including mortar mixers, are called upon to work before 7:00 a.m. or after 3:30 P.M. or on Saturdays, Sundays, or Holidays as listed in Article XII, they shall receive the overtime rate established by this Agreement. A laborer's starting and quitting time may be changed during the term of this Agreement for seasonal or other work related factors, upon the written consent of the Union, which consent shall not be unreasonably withheld. An employer who employs laborers outside of the regularly scheduled starting and quitting time without the written consent of the Union shall be required to pay laborer's overtime as set forth below.

Notwithstanding the above, starting and quitting times will conform with any state and local law and/or ordinances.

NORMAL OVERTIME

(A) During the term of this agreement, overtime worked Monday through Saturday will be paid at one and one half (1 1/2) times the regular rate. Sundays and holidays enumerated in Article XII will be paid at two (2) times the regular rate. No overtime shall be worked by Laborers without the consent of the Business Manager of the Union. Between Monday and Friday, the steward shall be notified if overtime is requested by the employer.

EMERGENCY WORK

(B) If laborers are called in to perform any emergency work for the employer outside of his regular days work, he shall receive a minimum of two (2) hours pay at the overtime rate.

FRINGE BENEFITS OVERTIME

(C) All overtime worked Monday through Saturday the fringe benefits will be paid at the regular fringe rate. All quarter hours will be paid at the half-hour amount. On Sundays and holidays fringe benefits will be paid at double the regular fringe rate.

MAKE-UP DAYS

(D) When adverse weather conditions cause the employer to be unable to perform work during the regular work week, and when the trade the laborer is servicing has a contract providing for a Saturday Make-up Day, then, and only then, the Contractor may work on that Saturday of that week and laborers shall be paid at straight time for the first eight hours of work. All other Saturday work shall be paid at time and one half.

BREAKS AFTER 4 HOURS OF OVERTIME

(E) If a laborer is required to work more than 4 hours of overtime beyond his

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regularly scheduled shift, he will be entitled to a one half-hour break. The laborer shall be entitled to additional one-half hour breaks for every four hours of overtime thereafter.

ARTICLE IX

PAY DAY

(A) Laborers shall be paid weekly and may be paid by check on Wednesday or Thursday of each week or by cash or check on Friday if the Laborers are allotted time to cash their check. There shall be no withholding of more than two (2) days' pay except, an Employer who uses an outside payroll service may hold back four (4) days' wages only if the Employer first receives the approval of the Association and the approval of the Union and only in accordance with whatever conditions may be placed on such approval. Payment shall be made in envelopes plainly marked showing the Laborers' name, hours worked, amount of wages due, social security deductions, and fringe benefit contribution, Employer's name and address, Employer's social security number, Employer's State Disability number and Unemployment Insurance Number. For failure to comply, the rate of double time, for waiting time not to exceed two (2) days, shall be paid to the Local Union for transmittal to the Laborers affected. If a subcontractor shall fail to pay the wages of his Laborer, the General Contractor shall be responsible up to one (1) week's pay plus waiting time providing he is notified by the Union by 3:30 p.m. of a subcontractor's default. Waiting time shall start from 3:30 p.m. on pay day and continue until said but not to exceed two (2) days' wages at the rate of one and one half (1 1/2) times the regular rate.

PAYROLL UPON DISCHARGE

(B) Any Laborer working for a contractor when discharged must receive his wages in full and Fringe Benefits and I.A.F. contributions as provided herein. If any Laborer is suspended from work for any cause, he must be paid if he demands it.

TIMELY NOTIFICATION OF LAYOFF TO LABORER

(C) When Laborers are to be laid off, they shall be notified no later than the end of the work day on the day of the layoff. If Laborers are ordered to report to work and do not start work, except for reasons due to weather conditions, they shall receive two (2) hours report pay. If Laborers are sent home any time before 12:00 Noon, they shall be notified not later than 11:45 A.M. and they shall receive five (5) hour's pay for that day; and if notified after 12:00 Noon, they shall receive the full day's pay for that day. If Laborers are ordered to remain on the job site, to wait for weather conditions to clear up, they will receive a full day's pay.

ARTICLE X

SHIFT WORK

For the purpose of Sections A, B, & C of this Article when shift work is required by the Employer, the Employer must first meet and confer with the Union and the shift work must be agreed to by the Business Manager of the Union.

SHIFT TIMES

(A) When two (2) or three (3) shifts are worked, the first shift shall work eight (8) hours and get paid for eight (8) hours. The second shift works eight (8) hours and gets paid for nine (9) hours at straight time and the third shift works eight (8) hours and gets paid for ten (10) hours at straight time. The first shift shall work between the hours of 7:00 a.m. and 11:55 a.m., have their lunch period to 12:30 p.m. and then resume work from 12:30 p.m. to 3:30 p.m. The second shift shall work from 3:30 p.m. to 7:55 p.m., have their lunch period from 8:30 p.m. and then resume work from 8:30 p.m. to 11:55 p.m. The third shift shall work from 12:00 midnight to 3:55 a.m., have their lunch period to 4:30 a.m. and then resume work from 4:30 a.m. to 8:25 a.m.

Second and third shift employees shall be paid for the week one-half hour before the end of the shift on the last day of the payroll week.

TEMPORARY HEAT SHIFTS

(B) When shifts are required for the purpose of temporary heat, coming under the jurisdiction of the Laborers International Union, each shift shall work eight (8) hours and be paid eight (8) hours at straight time pay. The first shift shall be from 7:00 a.m. to 3:00 p.m. The second shift shall be from 3:00 p.m. to 11:00 p.m. The third shift, if any shall be from 11:00 p.m. to 7:00 a.m. Any laborer assigned to a shift who is directed to continue working beyond the termination time for the shift to which he was first assigned, shall be paid at the overtime rate for all time worked beyond the termination of time of the shift to which he was first assigned.

(C) Any laborer working as a regular laborer during the day shall not be assigned to temporary heat on the second or third shift. If shifts are required, each shift shall work eight hours, exclusive of meal period and it shall be paid at the rate of single time except for any shift from Saturday midnight to Sunday midnight or on holidays when they shall be paid 1 1/2 times the regular rate. No laborer may work longer than eight hours in any twenty-four period.

The employer shall give the Union at least 24 hours notice whenever possible to provide employees to be present for temporary heat when temporary heat is required and the Union shall refer the laborers. Such work must be manned by laborers when in use.

ARTICLE XI

WATCHMEN

Watchmen shall receive a rate of wages equal to the federal minimum wage. Watchmen shall work a minimum of four (4) hours per day. Work in excess of eight (8) hours in any one day shall be at the rate of time and a half. No watchman shall be permitted to work more than six (6) days in a calendar week. His day off shall be between Monday through Friday. He shall be replaced on his day off by a laborer from the same job at the watchman's rate of wages at minimum wage. No watchman shall be permitted to work on two different jobs. Welfare and Pension contributions must be made for Watchmen and shall be the same amounts as for journeyman laborers. If laborers are to be employed as watchmen, all employers shall contact the Union for their referral.

ARTICLE XII

HOLIDAYS

(A) Laborers shall not be required to work on Saturday, Sunday, New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day, or days celebrated as such. When the trade the laborer is servicing on a job does not have President's Day as a holiday in its contract, then, and only then, the laborer will not have President's Day as a holiday.

NOTIFICATION OF CONTRACTOR SPECIFIC HOLIDAYS

(B) On jobs where men are not permitted to work because of religious holidays and other holidays not specified herein, the Employer agrees that he will give the Union and his Laborers twenty-four (24) hours notice previous to the Holidays. If any Employer or Subcontractor fails to notify the Union and the Laborers as above agreed, the Employer must pay the Laborers for the time lost.

ARTICLE XIII

EMPLOYEE'S RESPONSIBILITIES

(A) The employee is responsible to provide the following: hammer, hammer holder, belt, measuring device (ruler) and hard hat.

EMPLOYER'S RESPONSIBILITIES

(B) The employer agrees to furnish all other necessary tools and equipment including rubber boots or galoshes, slipover boots, depending upon prevailing conditions, rain gear and rain proof hats to do the work covered by this Agreement. The Employer also agrees to furnish a suitable shanty for Laborers to change their clothes and eat their lunch. This place shall be heated starting October 15 as required. The Employer shall be responsible for the loss of clothing or overalls and tools caused by fire or a forcible entry of the shanty. The Union shall instruct laborers that such equipment is the property of the Employer and it should be kept readily available at all times and returned to the Employer at the termination of employment.

DRINKING WATER

(C) The employer agrees to furnish an adequate supply of drinking water and drinking cups at all job sites.

DAILY BREAKS

(D) There shall be one (1) coffee break each work day, in the A.M. period. A time of ten (10) minutes for the break shall be granted, and all men shall remain at their station of work. The employer and the union shall agree on the method of obtaining coffee or other beverages. A P.M. coffee break will not be denied while working with another trade that receives a P.M. break.

ARTICLE XIV

JOB STEWARDS

The Business Manager of the Union shall designate a Job Steward on every job where employees are employed who shall be a member in good standing of Laborers' International Union of N.A. Local 235 and will be the second Laborer employed on each job, subject to Article IV.

It shall be the duty of the Job Steward to see that the provisions of this agreement are being fully carried out on said job. In the case of a breach of any of the above, it shall be the duty of the Job Steward to immediately contact the office of the Union and the matter shall be referred to the Business Manager of the Union in order that the said Business Manager of said Union may first make an attempt to contact either the Employer or the Employer's representative, for the purpose of amicably adjusting the discrimination or dispute. It shall be the duty of the Job Steward to see to it that any Laborer who is injured receives proper medical attention and hospitalization if necessary and possible. The Job Steward shall take care of such duties with the least possible loss of time. Any alleged abuse of any Job Steward of the duties herein outlined shall not lead to his immediate discharge but the Employer shall contact the Business Manager of the Union for the purpose of adjustment. Any Job Steward who is discharged for upholding the terms of this agreement or the rights of the Union shall be reinstated before any employee shall be permitted to work for the employer except when he is laid off for just cause. In no event shall the reinstatement exceed ten working days, so long as the parties have agreed on an expedited arbitration proceeding to resolve the dispute. In the event of a dispute as to the cause of the dispute, the Job Steward shall be reinstated pending the Arbitration Decision, except when he is laid off for just cause.

The Job Steward shall see to it that drinking water is provided to the employees, he shall open and close the shanty and see that there is heat when it is needed, besides his other duties. On all construction jobs the Job Steward for each employer shall be engaged throughout the period of such operations when work is being performed under the jurisdiction of this craft, and he shall be the last man on the job. The Employer shall also notify the Job Steward when men are hired and when employment is terminated.

In addition, the Business Manager of the Union shall at all times have the right to visit and go upon any of the Employer's job for the purpose of seeing to it that the provisions of this Agreement are fully being carried out and he shall not be interfered with or hindered on any such visits, except that said Business Manager shall not cause any unreasonable delay on the part of the men working on said jobs. The Job Steward is charged with responsibility to see that all hazardous conditions are reported in accordance with the Laws of the New York State Labor Department. The Business Manager of the Union shall designate a Job Steward on every job where an employee is employed and the Job Steward shall be the last employee to remain on the job.

Whenever the Job Steward finds conditions he deems unsafe, he shall first advise his employer, or his employer's representative, and then he may report same to his Union's Business Manager. [REDACTED] is not corrected.

Tappan Zee Hudson River Crossing Project - PART 1 - AGREEMENT
Contract D24-134 [REDACTED] Local Labor Agreement (Schedule A)

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ARTICLE XV

DISPUTES ON THE JOB SITE

In case of any dispute arising on the job, the Job Steward shall notify the Business Manager of the Union. In turn, the Business Manager of the Union shall make every effort to arrive at a satisfactory adjustment with the Employer. On failure to adjust the grievance, it shall be referred to the Union and the Employers Associations for adjustment. If the Union and the Associations representative fail to agree, an Umpire shall be agreed upon by both parties, or in the absence thereof, he shall be appointed by the New York State Board of Mediation and the decision rendered shall be binding on all parties.

ARTICLE XVI

NOTIFICATION TO THE UNION - PRE-JOB CONFERENCE

When an Employer secures work in Westchester or Putnam counties, the Employer shall notify the Union not less than two (2) days before starting work on any job. The Employer shall notify the Business Manager of the Union. There shall be a pre-job conference to review and clarify the agreement between the Employer and the Business Manager of the Union, to include a discussion of job opportunities and the manning and other aspects of the job in accordance with Article IV of this Agreement.

ARTICLE XVII

WELFARE FUND

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Laborers' International Union of N.A. Local 235 Welfare Fund as the same may be amended from time to time and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this agreement as though the same were fully set forth herein. The Employer shall pay to the Welfare Fund the sum of \$4.80 per hour or such other amount as agreed to between the parties in accordance with Article VII for work done in accordance with this Agreement. The aforesaid Welfare Fund and/or the Union shall have the power to require any Employer, and an Employer when required, shall furnish to the Welfare Fund Office such information and reports as they may require in the 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, provided that contributions are paid on behalf of such persons by the Union, Welfare Fund, Annual Benefit Fund, Annuity Fund, Pension Fund, Education & Training Fund and Health & Safety Fund as the case may be. Payment will be made weekly in accordance with Article XXVI.

ARTICLE XVIII

PENSION FUND

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Laborers' International Union of N.A. Local 235 Pension Fund as the same may be amended from time to time and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this agreement as though the same were fully set forth herein. The Employer shall pay to the Pension Fund the sum of \$3.60 per hour or such other amount as agreed to between the parties in accordance with Article VII for work done in accordance with this Agreement. The aforesaid Pension Fund and/or the Union shall have the power to require any Employer, and an Employer when required, shall furnish to the Pension Fund Office such information and reports as they may require in the 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, provided that contributions are paid on behalf of such persons by the Union, Welfare Fund, Annual Benefit Fund, Annuity Fund, Pension Fund, Education & Training Fund and Health & Safety Fund as the case may be. Payment will be made weekly in accordance with Article XXVI.

ARTICLE XIX

EDUCATION & TRAINING FUND

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Laborers' International Union of N.A. Local 235 Education & Training Fund as the same may be amended from time to time and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this agreement as though the same were fully set forth herein. The Employer shall pay to the Education and Training Fund the sum of \$0.25 per hour or such other amount as agreed to between the parties in accordance with Article VII for work done in accordance with this Agreement. The aforesaid Education and Training Fund and/or the Union shall have the power to require any Employer, and an Employer, when required, shall furnish to the Education & Training Fund Office such information and reports as they may require in the 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, provided that contributions are paid on behalf of such persons by the Union, Welfare Fund, Annual Benefit Fund, Annuity Fund, Pension Fund, Education & Training Fund and Health & Safety Fund as the case may be. Payment will be made weekly in accordance with Article XXVI.

ARTICLE XX

LABORERS EMPLOYERS COOPERATION EDUCATIONAL TRUST FUND

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the New York State Laborers Employers Cooperation Educational Trust Fund (LECET) as the same may be amended from time to time and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein. The Employer shall pay to LECET the sum of \$0.10 per hour or such other amount as agreed to between the parties in accordance with Article VII for work done in accordance with this Agreement. LECET 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 they may require in the 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, provided that contributions are paid on behalf of such persons by the Union, Welfare Fund, Annual Benefit Fund, Annuity Fund, Pension Fund, Education & Training Fund and Health & Safety Fund as the case may be. Payment will be made weekly in accordance with Article XXVI.

ARTICLE XXI

ANNUITY FUND

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Laborers' International Union of N.A. Local 235 Annuity Fund as the same may be amended from time to time and the aforesaid Trust Agreement, By-Laws; Rules and Regulations shall be a part of this agreement as though the same were fully set forth herein. The Employer shall pay to the Annuity Fund the sum of \$3.15 per hour or such other amount as agreed to between the parties in accordance with Article VII for work done in accordance with this Agreement. The aforesaid Annuity Fund and/or the Union shall have the power to require any Employer, and an Employer when required, shall furnish to the Annuity Fund Office such information and reports as they may require in the 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, provided that contributions are paid on behalf of such persons by the Union, Welfare Fund, Annual Benefit Fund, Annuity Fund, Pension Fund, Education & Training Fund and Health & Safety Fund as the case may be. Payment will be made weekly in accordance with Article XXVI.

ARTICLE XXII

ANNUAL BENEFIT FUND

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Laborers' International Union of N.A. Local 235 Annual Benefit Fund (ABF) as the same may be amended from time to time and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this agreement as though the same were fully set forth herein. The Employer shall pay to the Annual Benefit Fund the sum of \$2.00 per hour or such other amount as agreed to between the parties in accordance with Article VII for work done in accordance with this Agreement. The aforesaid Annual Benefit Fund and/or the Union shall have the power to require any Employer, and an Employer when required, shall furnish to the Annual Benefit Fund Office such information and reports as they may require in the 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, provided that contributions are paid on behalf of such persons by the Union, Welfare Fund, Annual Benefit Fund, Annuity Fund, Pension Fund, Education & Training Fund and Health & Safety Fund as the case may be. Payment will be made weekly in accordance with Article XXVI.

ARTICLE XXIII

HEALTH AND SAFETY FUND

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Laborers' International Union of N.A. Local 235 Health & Safety Fund as the same may be amended from time to time and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein. The Employer shall pay to Health and Safety the sum of \$.05 per hour or such other amount as agreed to between the parties in accordance with Article VII for work done in accordance with this Agreement. Health and 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 they may require in the 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, provided that contributions are paid on behalf of such persons by the Union, Welfare Fund, Annual Benefit Fund, Annuity Fund, Pension Fund, Education & Training Fund and Health & Safety Fund as the case may be. Payment will be made weekly in accordance with Article XXVI.

ARTICLE XXIV

INCLUDE MASON CONTRACTORS ASSOCIATION

The Associations agrees to amend the Laborers' International Union of N.A. Local 235 Pension, Welfare, Annuity and Education and Training Fund Trust Agreements to permit the Mason and Concrete Contractors of Hudson Valley, Inc. to appoint one Employer Trustee on each of the Funds.

ARTICLE XXV

INDUSTRY ADVANCEMENT FUND

It is hereby agreed the Westchester Building Contractors Association Industry Advancement Fund (hereinafter "IAF") is established for the purpose of meeting costs of the associations incurred in carrying on its normal business and in promoting the same, the general welfare of the construction industry and the conducting of labor relations and all matters in problems incidental thereto.

All activities related to incidental to the above matter are to be financed by funds of the IAF and may include but shall not be limited to: The normal activities of the associations; safety and accident prevention training and other educational programs; management expenses; maintenance of grievances and arbitration proceedings; research in systems; methods and materials; market development; legislation; legal and court expenses, standardization of contracts and specifications; promotion of bids, etc.

Employers bound by the terms of this collective bargaining agreement shall remit fifteen cents (\$0.15) per hour or such other amount as agreed to between the parties in accordance with Article VII in the same manner as other benefit fund contributions for work done in accordance with this Agreement.

The Union agrees that all moneys received by it for the IAF be immediately remitted to the IAF upon receipt thereof.

The Union agrees that the arrangement has been agreed to only for matter of convenience and in order to better facilitate and police collection of the contributions.

ARTICLE XXVI
COLLECTION OF EMPLOYER CONTRIBUTIONS
TO THE BENEFIT FUNDS
FAILURE TO COOPERATE

(A) The failure of any Employer to pay required wages and/or to make required contributions to the Welfare, Pension, Annuity, Annual Benefit, Laborers Employers Cooperation Educational Trust, Education & Training, Health & Safety and Industry Advancement Funds, or to remit in a timely fashion Dues and PAC check-off, or in the event the Employer is delinquent in making contributions pursuant to this Agreement and fails to pay assessed interest as the result of said delinquencies; or fails to pay legal and auditing fees and court costs assessed against such delinquent Employer; or refuses to permit an audit of the Employer's books and records by a representative of the Fund upon ten days prior notice on regular business days during normal business hours in order to ascertain whether said payments are being properly computed and made, any such failure mentioned above shall be deemed to constitute a violation of this Agreement and the Union, upon reasonable notice, shall be authorized to remove Laborers from the job, in which case the Laborers so removed shall be paid a day's pay of 8 hours for that day until the employer settles his delinquent payments of contributions, interest, legal and auditing fees and court costs with Benefit Fund Administrator and/or permits an audit of the Employer's books and records.

PREVIOUSLY DELINQUENT CONTRACTORS

(B) If any employer has a record of delinquency in contributions to the Benefit Funds on a prior job, the Union shall be within its right to refuse to permit Laborers to work for such Employer, until all such delinquencies have been paid to the respective Funds, including interest and legal and auditing fees and costs.

NO DISCHARGE

(C) The Employer may not terminate, lay off or replace or take any disciplinary action against any employee who refuses to work as a result of the provisions set forth above.

DAMAGES

(D) If the Trustees or the Fund Administrator of the Benefit Funds is required to utilize the services of the attorney to collect employer delinquencies or the services of an accountant to conduct an audit of the employer's books and records as the result of Employer's delinquency, the delinquent Employer may be required to pay, in addition to the delinquency, interest at the rate of ten percent (10%) per annum, together with liquidated damages in the amount of twenty percent (20%) of the total delinquency and the reasonable cost of auditing services and legal fees in the amount of fifteen percent (15%) of the delinquent amount, in accordance with ERISA Section 502(g).

WEEKLY CONTRIBUTIONS WITH REPORT

(E) All contributions required to be made to the Benefit Funds by the Employer shall be made on a weekly basis together with a completed Contribution Report to the Fund Administrator on or before the 15th day of each month.
Contract D214134 [REDACTED] Project Labor Agreement (Schedule A)

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report form to be furnished by the Benefit Funds, indicating the names of all employees, number of hours worked or paid and amount of hourly wages, together with the amount of contributions for each employee to each fund. The periodic reporting forms must be filed with the Employer with the funds regardless of whether any contributions are due and owing on the funds in the reporting period.

NO LIMIT ON REMEDIES

(F) The remedies set forth herein shall not be subject to any form of grievance procedure or arbitration, nor shall said remedies be the exclusive remedies available to the Union with respect to an Employer who is in violation of the provisions of this section.

BOARD OF TRUSTEES EXCLUSIVITY

(G) No officer, agent, representative or employee of the Union or of any employer or employee benefits fund shall be deemed to be an agent or representative of the Board of Trustees of the respective Fund or shall be deemed as authorized to make any oral or written representations or give any form of commitment which may be relied upon by any employer, employee, his or her spouse, beneficiary or dependent. Any such representations or commitments may only be made by the Board of Trustees in their official capacity.

ARTICLE XXVII STAMP PAYMENT GENERAL RULES

(A) On payday, the contributions to fringe benefit funds and IAF due herein in accordance with schedules in article XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXV and the dues check off pursuant to article IV (B&C) shall be paid by stamps placed in the pay envelope together with the Laborers' pay. The stamps shall be equal in value to total of all fringe benefits, dues checked off and IAF due that week. For overtime worked Monday through Saturday contributions to all Fringe Benefit Funds, the IAF, ABF and dues checked off shall be made according to Article VIII (C) at the rate shown in the schedules included in Article VII. XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXV and IV (B&C).

DIRECT PAYMENT OF BENEFITS FOR NON-MEMBERS

(B) Contributions to the fringe benefit funds on behalf of laborers that are not members of the Union, unless paid in accordance with (A) above, shall be paid in full by check on a weekly basis. Payment shall be submitted to the Job Steward or Union Business Agent together with a weekly contribution report form. Failure of the Employer to submit appropriate weekly payments to the fringe benefit funds or to submit the appropriate weekly contribution report forms shall give the Union the right to remove laborers from the job on twenty-four (24) hours notice.

BENEFITS PAID OUTSIDE UNION JURISDICTION

(C) An employer who provides members of the Union with stamps representing Benefit Fund contributions despite the employment of said member in a geographic area outside of the jurisdiction of the Union, hereby waives any claim for reimbursement by the Benefit Funds associated with the Union should that employer become obligated for benefit and contributions to an unrelated employer for the work involved.

Jappan Zee Hudson River Crossing Project
Contract D214134
PART I - AGREEMENT
Project Labor Agreement (Schedule A)

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BENEFITS ARE DUE REGARDLESS OF MEMBERSHIP

(D) The employer agrees that all laborers employed in the jurisdiction of local 235 shall receive the wages and fringe benefits set forth herein whether or not the said employees are members of local 235, non union, or members of any other Laborers' International Union of N.A. affiliate. Fringe benefits and administrative dues will be paid to Local 235.

ARTICLE XXVIII

COMPLIANCE AND SEVERABILITY

It is the intent of the parties hereto that the provisions of this collective bargaining agreement shall comply with all applicable Federal and State Laws, including the Labor Management Relations Act of 1974, as amended. In the event any portion of this Agreement is deemed to be in violation of any such statute by a court of competent jurisdiction, then the remaining portions of this Agreement shall not be affected thereby.

ARTICLE XXIX

SUBCONTRACTORS

This agreement shall bind the parties hereto and any and all Subcontractors and/or Construction Managers employed by the Employer and any contract entered into with said Subcontractor and/or Construction Managers to the condition and covenants of this Agreement. Construction Managers shall hire Laborers to perform any work which falls within the jurisdiction of the Laborers on all jobs. The Employer shall guarantee and be responsible to the Union and all Fringe Benefit Funds, ABF and IAF for the obligations with his Subcontractor and/or construction manager shall or should have assumed. If the Employer sub-contracts any of his work, he shall notify the Union as to the name and address of the Subcontractor and/or construction manager. Should the contractor contract work to be done at the job site to a Subcontractor and/or construction manager, it only agrees to contract such work to a Subcontractor and/or construction manager under agreement with the Union.

If the Contractor notifies the Union of any and all subcontractors on the job prior to commencing the job, then the Union will be responsible for notifying the Contractor within 10 days of the subcontractor becoming delinquent in contributions to the Fringe Benefit Funds. A subcontractor shall be considered delinquent 20 days after contributions which are due and owing have not been paid. If the Union fails to give proper notice, the Contractor cannot be held liable for any wages, dues-check off and benefit fund contributions which the subcontractor fails to pay up to the date of proper notice. Should the Union have failed to provide the contractor with timely notice of the subcontractors default, then the contractor's only responsibility for delinquent contributions is that due and owing since the contractor's receipt of the notice of default. If the contractor does not notify the Union of a subcontractor or change in subcontractors on the job, then the contractor shall be liable for any wages, dues check-off, and benefit fund contributions not paid by the subcontractor.

ARTICLE XXX

RESIDENTIAL AGREEMENT

When the Union and the Building Contractors Association of Westchester and Mid-Hudson Region mutually agree that conditions warrant, an Employer may request the following modifications to the Collective Bargaining Agreement for a specific project. Residential agreements will be permitted for the construction of buildings up to three stories, including basement, occupied by no more than two families per unit:

HOURS OF WORK

(A) Forty (40) hour week, eight (8) hours per day payable at straight time with straight time benefits.

OVERTIME

(B) All overtime will be on the basis of time and one half with the exception of Sunday and Holidays which will be paid at double time.

EXCEPTION FOR OVERTIME BENEFITS

(C) An employer who guarantees a forty (40) hour week will only be required to provide a straight time benefit for overtime.

WAGES AND BENEFITS

(D) Wages and Benefit Fund contributions rate effective for the period of May 1, 2002 to April 30, 2003:

	*Annual			Educ	*Dues	Ind.	*Pol.	LE-		Health &	
Wages	Benefit	Welfare	Pension	Fund	Supp	Adv	Action	CET	Annuity	Safety	TOTAL
\$20.50	2.00	3.30	3.05	0.25	1.10	0.15	0.05	0.10	3.15	0.05	\$33.70

***VACATION, DUES SUPPLEMENT AND P.A.C. ARE TAXABLE.**

The Residential Agreement must be approved in writing by the Association and the Union prior to the implementation of the residential agreement.

All other terms and conditions of the Collective Bargaining Agreement shall continue in full force and effect except to the extent necessary to provide for the modifications set forth above.

ARTICLE XXXI

APPRENTICE LABORERS

Schedule of Wages and Benefits per hour for apprentice laborers:

Level	From (Hours worked)	To (Hours worked)	Portion vs. Journeyman
A	0000	1000	55%
B	1001	2000	65%
C	2001	3000	75%
D	3001	4000	85%
E	4001		100%

Ratio to be as follows:

For every four laborers one apprentice

Allocation of the package increase for each year of this Agreement for apprentice laborers will be at the discretion of the Union.

Not less than (2) two days before starting work on any job the General Contractor, Construction Manager and/or Employer may arrange a meeting with the Business Manager of the Union to discuss the apprenticeship participation and requirements on the job.

ARTICLE XXXII

WORKER'S COMPENSATION REQUIREMENT

All Employers must carry Worker's Compensation Insurance when one or more men are employed. The Union has the right to see such policy or certificate.

ARTICLE XXXIII
PERIOD OF AGREEMENT

This Agreement shall remain in full force and effect for the period May 1, 2002 through April 30, 2005

If during the life of this agreement, the Union grants to any contractor more favorable terms or conditions of employment than are contained in this agreement for the work covered by this agreement (except for project labor agreements), the contractors who are subject to the provisions of this agreement, shall have the right to have such more favorable terms and/or conditions incorporated herein.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals this 1st day of May 2002

Signed on behalf of the following parties:

**Building Contractors Association
of Westchester and Mid-Hudson Region
- and -**

Mason and Concrete Contractors of The Hudson Valley, Inc.

[Redacted] Chairman

Laborers' International Union of N.A. Local 235

[Redacted] Business Manager

Dated this 1st day of May____, 2002____.

FOR THE UNION:

FOR THE ASSOCIATIONS:

[Redacted Signature Area]

Laborers' International Union of N.A.
Local 235 of Westchester and
Putnam Counties, New York AFL-CIO

Building Contractors Association
of Westchester and Mid-Hudson Region

[Redacted Signature Area]

Mason and Concrete Contractors of The
Hudson Valley, Inc.

Tappan Zee Hudson River Crossing Project 825
Contract D214134 [Redacted]

PART 1 - AGREEMENT
Project Labor Agreement (Schedule A)
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BUILDING CONTRACTORS ASSOCIATION AGREEMENT

The undersigned Employer hereby applies for membership in the Building Contractors Association of Westchester and Mid-Hudson Region (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 Westchester and Putnam 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 _____

FOR THE UNION:

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

Dated this _____ day of _____, 20____

By: _____

Building Contractors Association of Westchester and Mid-Hudson Region hereby accepts the application of the above-named Employer for membership in the Association pursuant to the terms set forth above.

**FOR BUILDING CONTRACTORS ASSOCIATION OF
WESTCHESTER AND MID-HUDSON REGION:**

Authorized Representative _____

MASON AND CONCRETE CONTRACTORS AGREEMENT

The undersigned Employer hereby applies for membership in the Mason and Concrete Contractors of The Hudson Valley, Inc. (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 Westchester and Putnam 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 _____

FOR THE UNION:

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

Dated this _____ day of _____, 20____

By: _____

Mason and Concrete Contractors of The Hudson Valley, Inc. hereby accepts the application of the above-named Employer for membership in the Association pursuant to the terms set forth above.

**FOR MASON AND CONCRETE CONTRACTORS OF THE
HUDSON VALLEY, INC.:**

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 Westchester and Putnam Counties, New York and the Building Contractors Association of Westchester and Mid-Hudson Region and Mason and Concrete Contractors of The Hudson Valley, Inc. 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 _____

New York State Disability Number _____

Compensation Number _____

Federal Employer ID Number _____

President's Signature _____

FOR THE UNION:

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 235 OF WESTCHESTER AND PUTNAM COUNTIES,
NEW YORK AFL-CIO

Dated this _____ day of _____, 20____

By: _____

Business Manager

Tenmile River Crossing Project⁸²⁸
Contract D214134 [REDACTED]

PART 1 - AGREEMENT

ject Labor Agreement (Schedule A)

Final for Execution - November 21, 2012

AGREEMENT OF WORKING CONDITIONS
BETWEEN
INDUSTRIAL INSULATION CONTRACTORS OF SOUTHERN
NEW YORK
AND
THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ALLIED WORKERS LOCAL #91
OF WHITE PLAINS, NEW YORK
DATED
MAY 28, 2012 TO MAY 25, 2014



This Agreement, Made and Entered Into The 28th Day of May, 2012, By And Between The Industrial Insulation Contractors Association Of Southern New York (Hereinafter Called The "Employer") And The International Association Of Heat And Frost Insulators And Allied Workers Local # 91 Of White Plains, New York (Hereinafter Called The "Union").

ARTICLE I **RECOGNITION**

SECTION 1: It is mutually agreed, understood and acknowledged that the Heat & Frost Insulators & Allied Workers Local Union No. 91 is the sole and exclusive bargaining representative of the Insulation Employees covered by this Agreement. Upon the Union's request for recognition as majority representative, the Employer verified the evidence presented by the Union demonstrating that the Union represents an uncoerced majority of the Employer's insulation employees. Based on this clear and unequivocal demonstration of majority support, the Employer recognizes the Union as the sole and exclusive bargaining representative and acknowledges that the Union represents a majority of employees employed to perform bargaining unit work.

ARTICLE II **JURISDICTION** **TERRITORIAL WORK**

SECTION 1: It is hereby agreed that the provisions of this Agreement shall be binding upon the employer and upon the membership of the union, individually and as members of the union within the following counties of the state of New York: Westchester, Putnam, Dutchess, Rockland and Orange.

SECTION 2: The employer further agrees that on all operations outside the chartered territory of the union it will abide by the rates of pay, rules and working conditions established by collective bargaining agreements between the local insulation contractors and the local union in that jurisdiction. If the fringe benefit

package in the jurisdiction worked is higher than the union's fringe benefit package, then the difference between the benefit packages must be applied to and be a part of the wages, thereby making the total package equal to the higher total package of the collective bargaining agreement in the area worked.

The employer may send a mechanic (job foreman) on one operation within the jurisdiction of another local union, and in the event of insufficient supply of local labor in that territory, such additional members of the union as may be necessary. Such members shall receive in addition to transportation costs, the wage rate highest in either of the two locals, and higher board or travel allowance applicable to the particular job site, and shall receive the fringe benefits of the Union, which shall be payable to the Union in accordance with its administration of same. They shall work under the working conditions, such as hours and observed holidays of the contract of the local in whose jurisdiction the job is located. For the purpose of this Article the term "fringe benefits" includes welfare, pension, and annuity funds, but not vacation funds which for the purpose of this Article are included as wages. An "operation" as herein defined means all contracts on or within the premises of buildings, mines, mills, factories, shipyards, etc.

SECTION 3: This agreement covers the rates of pay, rules and working conditions of all members of the union ("employees") covered by this agreement and employed by an employer signatory to or otherwise committed to abide by this agreement, regardless of the location of their employment within the jurisdiction of local #91, when they are engaged in the manufacturing, fabrication, assembling, molding, hanging, erection, spraying, pouring, mixing, handling, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, corrosion control, testing, maintenance, removal and clean up of heat or frost insulation such as magnesia, asbestos, hair felt, wool felt, cork, mineral wool, infusorial earth, mercerized silk, flax fiber, fire felt asbestos paper, asbestos curtain, asbestos mill board, fibrous glass, foam glass, styrofoam, polyurethane, polystyrene, metals, plastics, fibrous matt, roving and resins, or other materials, or engaged in fire stopping, welding, gas welding, heliarc welding, and oxygen fuel cutting. Lagging of insulation. Installation of jacketing, studs, fasteners, braces and supports. Clean up or removal of toxic waste or hazardous materials, including lead, or any labor connected with the handling or distributing of insulating materials on job premises, including the operation of all equipment associated with the work and all other such work that is within the jurisdiction of Local #91.

SECTION 4: This Agreement covers the rates of pay, hours and other terms and conditions of employment with firestopping or fireproofing technicians, and apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowelable firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rate duct systems, or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distributing of the above insulating materials, or the repair and maintenance of all equipment, on job premises. The types of work shall include but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke, or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, and sealing of penetrating items and blank openings.

ARTICLE III **WORK DAY-WORK WEEK**

SECTION 1: The "regular" workday shall be eight (8) hours between 7:00 a.m. and 3:30 p.m. with lunch period from 12:00 noon to 12:30 p.m.

SECTION 2: The "regular" work week shall begin on Monday.

SECTION 3: The employee shall be allowed 15 minutes time prior to the lunch period, and before the end of the work day for clean up time.

SECTION 4: The Employer may notify an Employee by 6:00 p.m. not to report the next day due to weather conditions. Employees not notified and reporting to work and unable to work through no fault of theirs shall receive two (2) hours pay as long as they stand by for the 2 hours. With the exception of employees exercising

their rights under Article 18, employees who report to work and for whom work is provided shall receive not less than four (4) hours pay and if four (4) hours are worked in any one day, shall receive not less than a full day's pay. Provided they work or remain on standby for the 4 hours.

SECTION 5: At the Employer's discretion, Saturday can be substituted as a make-up day at the straight time rate of pay as the result of inclement weather which causes a cessation of work during the work week. Any work after eight hours on a Saturday make-up day shall be at time and a half. If the make-up day results in an employee being entitled to more than forty (40) hours pay for the week, the additional time shall be at time and a half. The crew of employees on a make-up day shall not exceed the average crew size employed during the week. If Saturday is a scheduled overtime day it may not be used as a make-up day. Refusal to work a Saturday make-up day will not be a cause for dismissal.

SECTION 6: Each employee shall be permitted a coffee break each morning of each workday. All coffee breaks are ten (10) minutes starting when the employee receives his coffee. The employer will also permit for the taking of coffee orders and allow for the obtaining of said orders.

SECTION 7: On special jobs, agreed upon between contractor and the union, or mandated by the owner or its agent, a flexible starting time between the hours of 6:00 a.m. and 10:00 a.m., will be allowed.

SECTION 8: When one or more shifts are required for a minimum of three days during the regular work week, the second shift shall work seven and one-half (7½) hours and shall receive the equivalent of eight (8) hours pay. The third shift shall work seven (7) hours and receive the equivalent of eight (8) hours pay.

SECTION 9: On alteration and renovation work on existing buildings a flexible starting time between the hours of 6:00 a.m. and 10:00 a.m. will be allowed, if mandated by owner or agreed upon between contractor and the union.

SECTION 10: On jobs where Article III Section 8 applies, the first eight (8) hours that start between 10:00 a.m. and 5:00 a.m. will be scale plus a 20% differential. All hours in excess of the first eight (8) hours will be paid at the time and one half rates.

ARTICLE IV
WORK SCHEDULING/OVERTIME

SECTION 1: All labor ordered by the employer during the lunch period and in excess of the "regular" work day, and on Saturday, shall be known as overtime, and shall be paid at the time and one half rate. Sunday and holidays will be paid at the double time rate.

SECTION 1A: Preference to overtime work shall be given to Local 91 members working a majority of hours Monday through Friday on the job, on a rotation basis so as to equalize such work as nearly as possible. The foreman working on the job is exempt from rotation. Additional foremen are exempt when over 5 workers = 2 foreman exempt, over 10 workers = 3 foremen exempt

SECTION 1B: Refusal to work overtime will not be a cause for dismissal.

SECTION 1C: The employers agree that on any job being worked over three (3) hours over the normal eight (8) hour workday, the employee will be given a forty five (45) minute meal period with pay, contingent on the agreement that the employees remain on the job site.

SECTION 1D: Job foreman and QCC shall promptly report to the union all overtime work.

SECTION 2: The observed non-paid holidays are:

- | | |
|---------------------|------------------------------|
| 1. New year's day | 5. Thanksgiving day |
| 2. President's day | 6. Friday after thanksgiving |
| 3. Memorial day | 7. Christmas day |
| 4. Independence day | |

SECTION 2A: When a holiday falls on a Sunday the following Monday shall be observed as the holiday.

SECTION 2B: No work shall be performed on Labor Day except in special cases of emergency and then only when triple (3) time is paid.

SECTION 2C: Employees shall work no later than 12:00 noon on the last working day preceding Christmas day and shall receive eight (8) hours pay.

SECTION 2D: Employees shall work no later than 12:00 noon the last working day preceding New Year's Day and shall receive eight (8) hours pay.

ARTICLE V WAGES PAYDAY LAYOFF

SECTION 1A1: In all work not classified as "Residential Work", as defined in Article 26, Section 1 ("residential work"), employer agrees to pay wages at hourly rates as set forth in Schedule A, Section 1.

SECTION 1A2: In all work classified as "Residential Work" as defined in Article 26, Section 1 ("residential work"), employer agrees to pay wages at hourly rates as set forth in Schedule B, Section 1.

SECTION 1A3: It is agreed that all or any part of any rate increases may be used by the employees in their welfare or pension funds, or any funds mutually agreed upon, provided fund trustees approval & the employer is notified sixty (60) days in advance of the rate increase and how the rate increase is to be used.

SECTION 1B1: Apprentice members prior to May 28, 2012 engaged in non-residential work shall be paid on the following basis:

- 1st Year 60% of Mechanic Hourly Rate
- 2nd Year 65% of Mechanic Hourly Rate
- 3rd Year 70% of Mechanic Hourly Rate
- 4th Year 80% of Mechanic Hourly Rate

Apprentices Indentured after May 28, 2012 engaged in non-residential work shall be paid on the following basis:

- 1st Year 40% of Mechanic Hourly Rate
- 2nd Year 50% of Mechanic Hourly Rate
- 3rd Year 70% of Mechanic Hourly Rate
- 4th Year 80% of Mechanic Hourly Rate

SECTION 1B2: Apprentices engaged in residential work shall be paid at an hourly rate set forth in Schedule B Section 1.

SECTION 1C: On every job one (1) man selected by the employer shall act as foreman and additionally compensated as follows:

1 To 5 Local 91 Members	\$1.50 per Hour
6 To 10 Local 91 Members	\$2.50 per Hour
11 Or More Local 91 Members (General Foreman)	\$8.00 per Hour

SECTION 1C1: If and when the total number of men employed on a job is twenty (20) or more, an assistant foreman, as selected by the employer, shall be additionally compensated as follows:

20 To 39 Men	1 Assistant Foreman	\$2.75 per Hour
40 To 49 Men	2 Assistant Foreman	\$2.75 per Hour

An additional assistant foreman as the number of employees on the job increases by multiples of ten (10)

SECTION 1D: When work is performed more than thirty (30) feet above the floor or the ground from a bosin's chair, swinging stage, mechanical lift or hoist, or temporary scaffolding. The employee shall receive an additional \$10.00 per day.

SECTION 1E- Discomfort and Additional Training Pay:

Any employee covered by this agreement shall be paid an additional one (\$1.00) dollar per hour wages for each hour worked where any or all of the following conditions relating to the discomfort or additional training of the employee shall apply:

1. By or at the request of the Employer, the employee is issued and uses garb or equipment worn against the body not customarily worn or used by the insulators. Clean room garb, hard hats, dust masks, welding gear and safety glasses are not applicable.
2. The Employee is required to undergo psychological evaluation as a condition for performing the work.

3. The Employee is required to obtain training that is not customary for insulators as a condition for performing the work, including but limiting to: "Yellow Badge" radiation training.

SECTION 2: Pay day shall be Wednesday of each week. The employee shall be paid on the job site not later than the end of the normal work day.

SECTION 2A: At the request of the employer in writing the employees shall be paid by check through the mail or direct deposit, provided the check or deposit is delivered on or before Wednesday, the day that is designated as pay-day. All checks shall be Todd A.B.C. or other insured type check. The employer shall provide check cashing by a local bank if necessary and direct deposit is not offered.

SECTION 2A1: Checks for pay day falling in Christmas week and New Year's week shall be hand delivered or mailed special delivery to employee if direct deposit is not offered.

SECTION 2B: The pay period ends at midnight on the Sunday Preceding pay day.

SECTION 2C: When a holiday recognized by the agreement falls on Monday, Tuesday, or Wednesday, pay day shall be Thursday.

SECTION 2D: Failure to be paid as outlined in sections 2, 2A, 2A1, 2B and 2C of this article, due to circumstances within the control of the employer, will entitle employees to waiting time. Waiting time shall be paid at the "regular" time rate computed during all the "working hours" of the day until said wages and expenses are paid.

SECTION 2E: Pay checks and or envelopes shall show the total hours, wage rate, and gross wages. All deductions shall be itemized and shall show net pay.

SECTION 3: When employees are to be laid off they shall be notified no later than 2 hours prior to end of shift and shall be paid by direct deposit or check on the lay-off day. Employers who are paid to date with their employee benefits and have a performance bond with the union will have the option to pay laid off employee as outlined in sections 2, 2A, 2A1, 2B and 2C of this article. The employee shall be given a regular day's pay (8 hours) for the lay-off day. Provided the employee works 8 hours.

SECTION 3A: Any employee layed off for lack of work will be the first one rehired by the employer for a period of four (4) days from termination date.

SECTION 3A1: The employee must notify his employer not later than 2 hours prior to end of work shift prior to terminating his position.

ARTICLE VI FUNDS

SECTION 1: In addition to the hourly rates set forth in this agreement, the employer agrees to pay the trustees of the welfare fund thirty percent (.30) of the employees gross wages to be used for the purpose of said fund as set forth in the trust agreement.

SECTION 2: In addition to the hourly rates set forth in this agreement, the employer agrees to pay the trustees of the pension fund thirty five point thirty five percent (.3535) of the employees' gross wages to be used for the purposes of said fund as set forth in the trust agreement.

SECTION 3: In addition to the hourly rate set forth in this agreement, the employer agrees to add eighteen percent (.18) of the employees' hourly rate to his gross wages and from this total the employer shall make all legal payroll withholding, income tax, social security etc. and shall then withhold the full amount of the vacation allowance for transmittal to the trustees of the vacation fund to be used for the purposes of said fund as set forth in the trust agreement.

SECTION 4: In addition to the hourly rate set forth in this agreement, the employer agrees to add one dollar and ninety-six cents (\$1.96) administrative assessment for all hours paid to the employees' gross wages. The employer shall make all legal payroll withholdings, income tax, social security etc. and shall then withhold the full amount of the administrative assessment for transmittal to Local #91 general fund.

SECTION 5: In addition to the hourly rate set forth in this agreement the employer agrees to add three cents (\$0.03) per hour paid to the employees' gross wages, for the purpose of a political action fund (PAC). The employer shall make all legal payroll withholdings, income tax, social security etc. and shall then withhold the

full amount of the political action fund, for transmittal to the International Association of Heat and Front Insulators and Allied Workers.

SECTION 6: In addition to the hourly rates set forth in this agreement the employer agrees to pay the trustees of the annuity fund eleven point seventy five percent (.1175) of the employees' gross wages to be used for the purpose or the purposes of said fund as set forth in the trust agreement.

SECTION 7: In addition to the hourly rates set forth in this agreement the employer agrees to pay the trustees of the JAC sixty cents (\$0.60) per hour, for transmittal to the apprentice fund to be used for the purposes of said fund as set forth in the trust agreement.

SECTION 8: In addition to the hourly rates set forth in this agreement the employer agrees to pay twenty cents (\$0.20) per hour paid to local #91, for transmittal to the trustees of the Industrial Insulation Contractors Association of Southern New York industry advancement fund.

SECTION 9: In addition to the hourly rates set forth in this agreement the employer agrees to make a contribution of five cents (\$0.05) per hour paid to Local #91, for transmittal to the trustees of The Heat and Frost Insulators and Allied Workers Labor-Management Cooperative Trust (LMCT).

SECTION 10: The parties to this agreement agree to abide by the agreement and declaration of trust of all the funds made by the parties hereto and the rules and regulations of all the funds as amended from time to time.

SECTION 11: The payment of employer contributions to the funds shall be made weekly within five (5) days after the end of the work week in a manner and form that shall be prescribed by the trustees.

SECTION 12: Any violation of Section 11 will subject the employer to the procedures set fourth in Schedule "D" and an employer delinquent in the payment of contributions to the funds will be responsible for all the interest, cost and fees set fourth in Schedule "D".

SECTION 13: In the event that the contribution provided for in the funds hereof are not paid within the prescribed time, the union shall at its option treat such failure to do so as a breach of this agreement and shall have the right to remove its members from the jobs of the delinquent employer.

SECTION 14: Whenever the union exercises its right under section 12 of this article, the employees shall not return to work unless they are paid by the employer for all time lost as a result of such withdrawal.

SECTION 15: Written notification must be provided to the contractors' association president twice a month regarding contractors delinquent in the remittance of their fringe benefits.

ARTICLE VII **BONDS**

SECTION 1: The employer shall obtain and keep in full force and effect during the term of this agreement a performance bond, in the amount of five thousand dollars (\$5,000.00) per employee up to a maximum of twenty five (\$25,000.00), guaranteeing the payment of wages, traveling and subsistence expense and fund payments and other monies withheld and due employees and the union under the terms of this agreement. All employers will be given ninety (90) days from the date of signing this agreement to secure the appropriate bond.

SECTION 1A: This bond will be retained in the files of the union.

ARTICLE VIII **STATE CERTIFIED JOINT APPRENTICESHIP PROGRAM**

SECTION 1: The Union and the Employers mutually agree to abide by the terms of the Joint Apprenticeship Program established by the New York State Department of Labor.

SECTION 2: Apprentice or improver membership shall be granted in such numbers as to have available a ratio of one (1) apprentice or improver to three (3) mechanics employed in a shop.

SECTION 3: No apprentice or improver shall execute work unless in company with a mechanic, except when authorized by the Business Manager.

SECTION 4: The Business Agent shall have full jurisdiction over the field training of Apprentices during the period of their Apprenticeship. Any violation of Section 3 of this Article may result in the removal of the Apprentice from the shop.

SECTION 5: The parties will make reasonable efforts that a sufficient number of apprentices are available to meet the needs of the employers.

ARTICLE IX QCC

SECTION 1: On all jobs within the jurisdiction of local #91, there shall be a working QCC. Any mechanic employed on the project in good standing of local #91 can be named QCC. He will be mutually agreed upon by the union and contractor and shall be given reasonable time to take care of union business on the project during working hours without loss of pay.

SECTION 2: QCC shall be on the job at all working hours when work is being performed.

SECTION 3: The duty of all QCC's is to enforce the rules of this agreement and to report to the Business Agent any infractions or violations.

SECTION 4: If QCC is discharged for calling attention to any of the terms of this agreement he shall be at once reinstated until the matter is adjusted between the union and the employer.

SECTION 5: the QCC shall be the last non-foreman to be removed or laid-off on any shop.

SECTION 6: QCC's will be assigned to shops at a ratio of:

1:10 = 1

11:20 = 2

21:30 = 3

ARTICLE X

WORKMANSHIP

SECTION 1: Employees shall be considered "at work" for a shop at the time they accept employment and they shall proceed to execute said work in a faithful and workmanlike manner.

SECTION 2: Both signers agree to execute their work in accordance with the Code of Workmanship established by Local 91 JAC of the International Association of Heat and Frost Insulators and Allied Workers.

SECTION 3: On all work requiring five (5) or more days of labor, employees are to receive a written work order from the employer detailing the scope and specifications of the work to be done.

SECTION 4: All employees are required to report to the Business Agent when the work order differs with the Code of Workmanship in the method of application. Said work shall continue without interruption and the Business Agent and the employer shall discuss the issues involved and attempt to settle same.

SECTION 5: The union agrees there shall be no limitations or restrictions placed upon the individual working efforts of employees nor shall the employer place a limit on any kind of work to be performed by his employees, nor shall there be any contract or bonus work.

ARTICLE XI

EQUIPMENT

SECTION 1: The employer agrees to furnish lockers or tool boxes and an adequate supply of ladders, scaffolding, and necessary equipment for the proper progress of the job. By failing to supply requested lockers or tool boxes the employer will be held responsible for the loss of any tools and/or clothing, unless employee is found to be negligent by the Labor Management Committee.

SECTION 2: The employer will supply employees with saws, knives etc. for the proper application of foam glass.

SECTION 3: The employers shall furnish sufficient cleaning fluids such as kerosene, mineral spirits or any other cleaning fluids necessary to the employees for cleaning purposes.

SECTION 4: On any job when materials are used that make the employees working clothes no longer usable, the employer shall reimburse the employees for same and/or supply disposable coveralls.

SECTION 5: The employers will supply local 91 member with pails not over twelve (12) quarts.

SECTION 6: The employer may request local 91 members to drive company vehicles on and off job sites provided that they are insured.

ARTICLE XII SAFETY

All Local 91 employees will have a minimum OSHA 10 training by December 1, 2008. Any member not trained by then will not be permitted to work any overtime and will not be made available to employers if out of work. A list of all trained members will be made available to all contractors who request it.

SECTION 1: Gloves, respirators, goggles and hard hats shall be furnished by the employer on all jobs requiring the use of fiberglass, foamglass, unibestos, rock, cork, hot pitch, tar, gilsulate, rock wool blankets, metal lath or any other materials injurious to the skin or body.

SECTION 1A: The employer will furnish respirators for nuisance dust including, but not limited to, 3m#8710, 3m#8210 or 3m#6000 series respirators with #2040 hepa filters (tc-21c-548) at the discretion of the employee as outlined in the OSHA standards 29cfr parts 1910 & 1926; respirator protection & the ANSI standards z88.2. Any respirator that requires a physical to wear will not be provided unless the employee provides the employer with a current pulmonary physical.

SECTION 1B: Safety and sanitary regulations of OSHA shall be rigidly adhered to by both parties to this agreement.

SECTION 2: The shipment of materials in bags or containers shall not exceed fifty (50) pounds. When over fifty (50) pounds it shall be handled by two (2) men.

SECTION 3: There shall be more than one (1) man in dangerous, hazardous, and/or isolated areas of jobs to insure that no one is injured because of lack of help or precaution. It shall not be grounds for discharge for an employee to refuse to work in such an area of a job alone.

SECTION 3A: Heights of more than fifteen (15) feet and all crawl spaces fall within the scope.

SECTION 4: No employee will be required to use impact tools where they are not sanctioned by the Building Trades Council.

SECTION 5: The employer shall supply acoustic ear muffs for jobs where loud noise conditions prevail such as high pressure steam blow downs, turbines, and mechanical rooms.

ARTICLE XIII **TWO MAN TRADE**

SECTION 1: On any project with a dollar value greater than fifty thousand dollars (\$50,000) the employer will maintain a minimum of two employees on that project.

ARTICLE XIV **JOB REPORTING**

SECTION 1: Employers must report to the union all jobs contracted within (5) five days of signing a contract. Union must provide names of all employers it provides employees to.

ARTICLE XV SUB-CONTRACTING

SECTION 1: Each employer recognizes the unions desire to retain all work regularly performed for the employer, and the union recognizes the employers need to maintain an efficient operation; therefore each employer will continue to use bargaining unit employees and not subcontract any work described in Article II Section 3 that has been traditionally and regularly performed by its employees, and agrees that the application of all new thermal insulations including jacketing, fastening devices for this jacketing, mitered insulation products, removable covers/blankets/pads which may be a replacement for or in addition to materials now being used whether it is performed at the job site or at an off-site fabrication facility are legitimate claims of the trade of local #91.

The union agrees not to act in any trade capacity other than that of workman. The union agrees not to contract, sub-contract or estimate on work. It is also agreed that no member of a firm or officer of a corporation, or their representative or agent that is not a member of Local #91 shall execute any part of the work of application of materials.

SECTION 2: Field measured applications shall be fabricated in the field unless agreed upon by the union.

SECTION 3:

(a) For the purpose of this agreement, Owner Operator means; Mechanics and Apprentices who own a portion of the signatory contractor, whether directly, or indirectly or through a subterfuge, and who perform management or supervisory functions for the signatory contractor and perform covered work set forth in Article II. Any such individual has two options;

1. The individual can perform only management or supervisory functions for the signatory contractor, in which case he may retain his Union card, maintain his/her benefits through the Local #91 Benefit Funds by having a minimum of 140 hours per month contributed on their behalf, and may not perform covered work set forth in Article II, or
2. The individual can perform covered work set forth in Article II for the signatory contractor, in which case he must be paid wages and benefits contributions in accordance with the terms of the collective bargaining agreement and may not perform any management or supervisory functions.

(b)Notwithstanding the provision of paragraph (a) above, owner operators who executed a Local 91 Collective Bargaining Agreement dated prior to May 28, 2012 may continue to perform covered work (as set forth in Article II), whether as a Mechanic or Apprentice, in the field for a period of three (3) years from the initial beginning date of this Agreement. Upon the expiration of the three (3) year period, the owner operator must abide by the provisions of paragraph (a) above, and choose between performing covered work or performing supervisory or management functions.

(c)Notwithstanding the provision of paragraph (a) above, any owner operator executing a Local 91 Collective Bargaining Agreement for the first time which is effective on or after May 28, 2012, may perform covered work (as set forth in Article II) in the field for a period of no longer than eighteen (18) months from the initial signing date of this agreement. Upon the expiration of the eighteen (18) month period, the owner operator must abide by the provisions of paragraph (a) above, and choose between performing covered work or performing supervisory or management functions.

ARTICLE XVI

OFFICE

SECTION 1: The union shall have a permanent office address with telephone service where the business agent or authorized officer can be communicated with between 8:00 a.m. and 5:00 p.m. each working day for the purpose of answering inquiries and providing necessary service to the trade.

SECTION 2: A bonafide insulation shop is one maintaining a regular place of business with trade name on the door, proper listing in a telephone directory and at least one (1) person on the premises to give service to the trade during regular business hours, and from where the membership are employed, discharged and receive their wages.

SECTION 3: The Business Agent or his authorized representative shall have the right to visit all places, shops or jobs where work is going on for the purpose of inspection but shall not interfere or disrupt business operations.

ARTICLE XVII
UNION SECURITY

SECTION 1: All mechanics and apprentices hereunder members of the union now in the employ of the employer shall remain members in good standing in the union during the term of this agreement. All mechanics and apprentices covered by this agreement hereinafter employed by the employer shall make application to the union on the earliest date provided by applicable federal law, after their employment or the date of this agreement whichever is later.

ARTICLE XVIII
EMPLOYEE RIGHTS

SECTION 1: It shall not be deemed a cause for dismissal for any or all employees covered by this agreement to refrain from crossing a picket line sanctioned by the Building Trades Councils or when the employee feels his health or welfare is in danger and the union will provide as much notice as possible.

ARTICLE XIX
PROTECTIVE LEGISLATION

SECTION 1: For all employees covered by this agreement the employer shall carry Workmen's Compensation insurance, disability insurance, unemployment insurance and such other insurance as may be required by law and shall furnish satisfactory proof of such coverage to the union.

ARTICLE XX
TERM OF AGREEMENT

SECTION 1: This agreement shall become effective May 28, 2012 and shall be rigidly observed until its expiration on May 25, 2014, during which time neither party to it shall continue in force or create any rule or by-law conflicting with its provisions.

ARTICLE XXI
RENEWAL

SECTION 1: Either party to this agreement desiring to renew it in present form or with change or amendment shall make known such intention in writing sixty (60) days prior to the expiration of this agreement.

ARTICLE XXII
SAVING CLAUSE

SECTION 1: Should any provision of this agreement be in violation of any federal, state or other controlling law the remainder of this agreement shall not be affected thereby. In the event any provision is finally held to be invalid by any Court or administrative body having jurisdiction, the parties hereto agree to meet within thirty (30) days to negotiate concerning the modifications or substitutions of said clause or clauses so held to be invalid.

ARTICLE XXIII
GRIEVANCE - ARBITRATION

SECTION 1: The union and the employer mutually agree to formulate and implement a grievance and arbitration procedure to be made a part of this agreement.

SECTION 1A: There shall be a Joint Trade Board consisting of four (4) members of the Insulation Contractors Association and four (4) members of Local 91, and said Trade Board shall have the right to investigate all labor operations of the parties to this agreement within its prescribed limits so far as any of the provisions of this agreement are involved, in connection with any question which may arise, and for this purpose shall have the right to this agreement, or their representatives or agents.

There shall be no lockouts, except when of a general nature and ordered by the Building Trades Employers Association; or strikes except when of a general nature and ordered by the Building and Construction Trades Council with the approval of the International Association of Heat and Frost Insulators and Allied Workers. Trade disputes or grievances shall be settled without cessation of work and in cases where the parties of this agreement fail to agree, the matter in dispute shall be referred to the Joint Trade Board.

In case any disputes arise, notice must be given in writing to the secretary of the Trade Board by aggrieved party within 48 hours.

The Trade Board shall be governed by the following by-laws:

1. Meetings shall be called by the chairman of the board on written request of either side, stating the purpose for which the meeting is called.
2. Six (6) shall constitute a quorum, three (3) from each side; neither side shall cast more ballots than the other.
3. The vote on all questions of violations of this agreement shall be by secret ballot.
4. It shall require a majority vote to carry any question.
5. The trade board shall have the power to impose fines, interest where appropriate or other penalties where agreed by vote, as above provided for, that any of the articles of this agreement have been violated by either party to same. Such fines or penalties shall be imposed against either the party of the first part or the party of the second part, as the case may be, and the trade board shall see that any fines or penalties so imposed are satisfied and the charitable disposition of monies so collected shall be decided by the trade board.
6. If a deadlock occurs in the joint trade board, arbitration may be requested. The cost of arbitration shall be described by the American Arbitration Association.
7. The joint trade board shall have the power to award appropriate remedies, the award being final and binding upon the parties and the employee(s) or employers(s) involved. Nothing herein shall be construed to forbid either party from resorting to court relief from, or to enforce rights under, any award. In any proceeding to confirm an award of the arbitrator, service may be made by registered or certified mail, within or without the State of New York, as the case may be.

ARTICLE XXIV
LABOR MANAGEMENT COMMITTEES

There shall be a Labor/Management Committee to meet bi-annually or whenever necessary consisting of three (3) Local 91 representatives and three (3) Association and/or Independent Contractors to review ideas to improve the industry.

THE HEAT AND FROST INSULATORS AND ALLIED WORKERS
LABOR-MANAGEMENT COOPERATIVE TRUST

SECTION 1: Commencing as of the effective date of this Agreement, and for the duration of this Agreement, the Employer agrees to make payments to The Heat and Frost Insulators and Allied Workers Labor-Management Cooperative Trust (LMCT) for each employee covered by this Agreement, as follows:

- (a) For each hour worked, for which an employee works, the Employer shall make a contribution of five cents (.05) to the LMCT. These funds will be sent to the LMCT on a monthly basis via the Local Union Financial Secretary Monthly Financial Report.
- (b) For the purpose of this Article, each hour worked shall be counted as hours worked for which contributions are payable.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, insulation workers, firestop workers, and hazardous waste workers in the following classifications: journeymen, apprentices, helpers, trainees and probationary employees.
- (d) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCT.

ARTICLE XXV
ONE JOB AGREEMENT

(A) The economic terms and conditions of this agreement may be modified by written mutual agreement of the parties on targeted projects. "Targeted projects" are those specific jobs, plant site or geographical areas where both area standards employers and non-area standard employers are competing for the work.

(B) Written agreements to modify the terms of this agreement on a targeted project are limited to that particular project. Written agreements must be reached by mutual consent of the parties. The provisions for the resolutions of disputes between parties hereunder shall not apply to disputes over whether or not to modify the terms of this agreement on a targeted project. No such agreement will be the basis of any grievance claim hereunder.

(C) The parties agree that, where possible, all employers signatory to this agreement will be notified of any written agreement for a targeted project as far in advance as possible. All employees of any employer working on a targeted project will also be notified of the economic terms and conditions of employment on the targeted project.

ARTICLE XXVI
RESIDENTIAL

SECTION 1: This article shall apply to all residential plumbing, heating and air conditioning and site work in a single family residence or a single family residential development under one roof regardless of cost, all plumbing, heating and air conditioning work in garden type apartment buildings or developments which do not exceed three stories in height. Said work shall be paid as set forth in schedule "B".

SECTION 2: "Me-to" clause: all plumbers, fitters and sheet metal workers on the site must be working at residential rate or the regular rate will prevail.

SECTION 3: All apprentices will be assigned from the union hall and at the conclusion of the job shall return to the hall.

SECTION 4: Any abuse of the residential work program, as determined by the union, will result in that particular job reverting to the prevailing rate and exclusion from future use of these programs.

ARTICLE XXVII
FIRE STOP

Fire stop work will be considered as a separate entity and specialty. However if this work is included as scope of a normal insulation contract, said work will be paid as set forth in schedule "A". If said work is bid and secured as work outside the scope of a "normal" insulation contract, it shall be paid as set forth in schedule "C".

SECTION 1: This article shall apply to all fire stop work in commercial and residential buildings not included in normal insulation contract.

ARTICLE XXVIII
BONDS/PENALTIES/FEES ASSOCIATED WITH THE FUNDS

Both parties mutually agree to reopen the Collective Bargaining Agreement for the next ninety (90) days to allow for the wording/clauses that either directly or by appendix will be added which will explain the fees, fines, interest payments, etc., as it relates to the Funds. Both parties agree to negotiate in good faith on this issue.

SCHEDULE A

SECTION 1:

Mechanics engaged in work not classified as "residential", as defined by Article 26, Section 1, shall be paid the following:

From May 28, 2012 to May 26, 2013, the employer agrees to increase the wage package 1.0% per hour (see wage schedule A#39) for a total wage package of \$76.08.

From May 27, 2013 to May 25, 2014, the employer agrees to increase the wage package 2.0% per hour (see wage schedule A#40) for a total wage package of \$77.60.

The wages for foreman and apprentices shall be set pursuant to article V, Section 1.

SCHEDULE B

SECTION 1:

Mechanics and apprentices engaged in -work classified as "residential", and defined by article XXVI, Section 1 ("residential work") shall be paid the following:

From May 28, 2012 to May 26, 2013, the employer agrees to a total wage package of \$61.44 for a mechanic and \$39.47 for an apprentice. (See Wage Schedule B #39)

From May 27, 2013 to May 25, 2014, the employer agrees to increase the wage package 2.0% per hour (see wage schedule B #40) for a total wage package of \$62.67.

SCHEDULE C

SECTION 1:

Mechanics and apprentices engaged in work classified as "Fire Stop", and defined by Article XXVII, Section 1 ("Fire Stop Work") shall be paid the following:

From May 28, 2012 to May 26, 2013, a total wage package of \$39.47 for a mechanic and \$76.08 for a foreman. (See Wage Schedule C #39)

From May 27, 2013 to May 25, 2014, the employer agrees to increase the wage package 2% per hour for a total wage package of \$40.26 for a mechanic and \$77.60 for a foreman.(See Wage Schedule C #40)

SECTION 2:

Benefit breakdown and contributions are defined in annual "Fire Stop" wage schedule "C".

SCHEDULE D

1. Each Employer to this agreement realizes that the failure of any Employer to make the required fringe benefit fund contributions affects the liability of all Employers to this agreement and decreases the benefits available to the Local 91 employees of this Employer. Therefore, each Employer to this Agreement shall make available to the Trustees of the various Fringe Benefit Trust Funds, or their designated auditing representatives, all pertinent books and records, including all cash disbursement records, required for an audit to enable said auditor to ascertain and independently verify that the proper contributions hereunder have been paid and such records will be produced whenever deemed necessary by the Trustees in connection with the proper administration of their fiduciary responsibilities. In order to accomplish this end, it is specifically agreed that should any affiliate or subsidiary Employer as described in this Agreement be involved with the business activities of this Employer, that this Employer will make available all the pertinent books and payroll records of such affiliate or subsidiary to the auditor so that a complete audit can be made. The extent of the audit and the determination as to what pertinent records are necessary to complete the audit is in the sole discretion of the Employer/Union Trustees so that they may independently verify that all required contributions have been made and discover the identity of all beneficiaries under the plans that they have been entrusted with for proper administration.

2. An employer delinquent in the payment of contributions to the Fund will also be responsible for interest at the rate of 2% per month.

3. In the event that formal proceedings are instituted before a court of competent jurisdiction by the trustees of a Benefit Fund or Funds to collect

delinquent contributions to such Fund(s), the Employer shall pay to such Fund(s), in lieu of any other liquidated damages, costs, attorney's fees and/or interest, the following:

- a. The unpaid contributions; plus
- b. Interest on the unpaid contributions determined at the prime rate of Citibank plus 2%; plus
- c. An amount equal to the greater of –
 - i. The amount of the interest charges on the unpaid contributions as determined in (b) above, or
 - ii. Liquidated damages of 20% of the amount of the unpaid contributions; plus
- d. Reasonable attorney's fees, auditing/accounting fees and costs of the action; and
- e. Such other legal or equitable relief as the court deems appropriate.

APPENDIX A

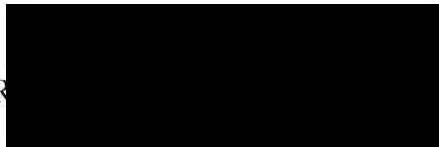
Industrial Insulation Contractors of Southern New York and International Association of Heat and Frost Insulators and Allied Workers Local #91 of White Plains recognize the problems created by drug and alcohol abuse mutually agree to establish a substance abuse program. The terms of which are attached, titled "The International Association of Heat and Frost Insulators and Allied Workers Policy on Alcohol and Drug Abuse"

AGREEMENT

SIGNED

INDUSTRIAL INSULATION CONTRACTORS OF SOUTHERN NEW YORK

PER



PRESIDENT

PER

SECRETARY

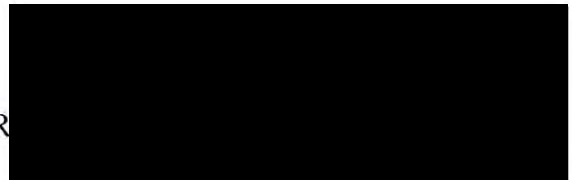
INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS
AND ALLIED WORKERS LOCAL #91

PER



PRESIDENT

PER



BUSINESS MANAGER

DATE: MAY 31, 2012

AGREEMENT
BETWEEN THE
SHEET METAL WORKERS' LOCAL UNION NO. 38

AND

SHEET METAL AND ROOFING CONTRACTORS'
ASSOCIATION OF SOUTHEASTERN NEW YORK
(Known as SMACNA)

for:

COUNTIES

New York:

Westchester

Putnam

Dutchess

Orange

Rockland

Sullivan

Ulster

Connecticut:

Fairfield

Litchfield

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ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the employer engaged in, but not limited to the:

- (a) Manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing, and servicing of all metal work, and all other materials used in lieu thereof, and of all air-veyor systems and the fabrication and erection of duct systems of fiberglass, plastic, or any other material;
- (b) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches;
- (c) Air handling systems regardless of material used, including setting of all equipment and all reinforcements in connection therewith;
- (d) all lagging over insulation and all duct lining; testing and balancing of all air-handling equipment and duct work; and all other work included in the jurisdictional claims of the Sheet Metal Workers' International Association.

SECTION 2. LOCAL SHOP

- (a) Any local sheet metal contractor within the jurisdiction of Local Union (SMWIA) 38 is required to sign this Agreement and have a fabrication facility within the jurisdiction incorporating, but not limited to, an eight (8) foot brake, four (4) foot sheer, and an operational Pittsburgh Machine.
- (b) Contractors must meet, where applicable, all Department of Labor Laws, demonstrate Proof of Insurance and give financial security for the payment of fringe benefits provided on applicable wage sheets.

SECTION 3. FAN MAINTENANCE

- (a) In the operation of fans and blowers in buildings under construction, prior to completion and acceptance by the owner, a Journeyman Sheet Metal Worker shall be employed by the Sheet Metal Contractor to attend fans and blowers that may be placed in operation, except when the HVAC Sheet Metal Contractors have employees on the job site between 7:00 A.M. and 5:00 P.M.; the second or third shift shall consist of an eight (8) hour day. Starting times may vary.
- (b) Shifts may not be less than eight (8) hours at the Journeyman's applicable straight time rate of pay.
- (c) Under circumstances where other mechanical trades relinquish their jurisdiction over the fan maintenance, the Union agrees to also waive this requirement.

SECTION 4. SPIRAL DUCT

Spiral duct shall not exceed twenty (20) feet in length and may be used only on high pressure, high velocity systems made airtight by mechanical means, such as welding, gasketing and/or caulking. Spiral duct may be used in low pressure systems, if for architectural effect and if specified in the original design.

In addition, for a system to be considered high pressure, it must have pressure reduction devices such as one of the following:

- (1) Pressure reducing valve with lined duct
- (2) Pressure reducing valve with sound trap
- (3) Attenuation box with pressure reducing valve
- (4) Double duct or mixing box with valves
- (5) Peripheral high velocity system

FLEXIBLE DUCT

Flexible hose shall not exceed ten (10) feet in length from point to point in any one branch line.

MANUFACTURED ITEMS

Fabricated round pipe and fittings along with adjustable elbows and adjustable neck take offs, grills, louvers, registers, and diffusers may be purchased under a yellow or blue label.

ARTICLE II

SECTION 1. PRESERVATION OF WORK

To protect and preserve for the Building Trades employees covered by this Agreement, all work they have performed and all work covered by the Agreement, and to prevent any device or subterfuge, to avoid the protection and preservation of work, it is agreed that all the work requiring sketching and/or fabrication shall be performed by employees hereunder, either in the shop or on the job site within the geographical jurisdiction of the Union.

- (a) The foregoing shall not be applicable to the manufacture for sale to the trade if purchase of the following items is under a yellow or blue label, unless otherwise specified:

- | | |
|--|--|
| 1. Ventilators | 7. Air diffusers, grills, registers |
| 2. Louvers | 8. Sound attenuators |
| 3. Automatic and fire dampers | 9. Chutes |
| 4. Radiator and air conditioning unit enclosures | 10. Double-wall panel plenums |
| 5. Mixing (attenuation) boxes | 11. Angle rings |
| 6. Plastic skylights | 12. Spiral Duct (as limited by this Agreement) |

- (b) Ductwork to indicate Contractor name.

- (c) REFERRAL PROCEDURE - The Membership of Local Union 38 shall be at liberty to work for any local Contractor in signed Agreement.
- (d) Only certified sketchers, as approved by the Union, shall be engaged to prepare shop and field drawings or sketches.

SECTION 2. SECURING WORK

Employers shall make every effort to secure all work included in the jurisdiction of the Sheet Metal Workers' Union and this Agreement.

If any employer accepts any job, by any contract or otherwise, and all of the work included is in the jurisdiction of the Sheet Metal Workers' Union and this Agreement, and considered part of the job normally but not included therein, employees covered by this Agreement and the Union shall have the right to refuse to perform any work on or for such a job.

In order to carry out the intent of the above paragraph, the Business Manager, or his duly authorized representative, shall have (a) the right to demand evidence in the way of purchase orders, invoices and/or checks, from any contractor to prove compliance with this and related paragraphs of this Agreement; and (b) immediate access to any shop where employees covered by this Agreement are employed.

ARTICLE III

Employers agree that none but Journeymen, Apprentices and Classified Sheet Metal Workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agree to provide the Union with written evidence on the employer's letterhead for certain specified items of work to be performed at job site prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to and by and between SMACNA and SMWIA shall be provided to the employer.

Employers shall send Work to be Performed Statements and Letters of Assignment as soon as they enter into a contract to perform work in accordance with the Union Agreement. The Employer's sketcher will be responsible for providing this information. Non-compliance can result in a fifty dollar (\$50) penalty.

ARTICLE IV

SECTION 1.

- (a) The Union agrees to furnish, upon request by the employer, duly qualified Journeymen, Apprentices and Classified Sheet Metal Workers in sufficient number as may be necessary to properly execute work contracted for the employer in the manner and under the conditions specified in this Agreement.
- (b) The Union shall continue to implement an Affirmative Action Program.

- (c) Subject to the applicable state laws, it is agreed that the parties to this Agreement will establish rules and regulations to maintain a drug free workplace.
- (d) The Union will continue to offer training and certifications to its members. It is mandated that all employers outside Local 38's jurisdiction must assume the cost of additional training, if any, for special training and certifications needed to complete a project.

SECTION 2. DEFINITION OF WORK

- (a) Architectural Sheet Metal Work shall be defined as interior and/or exterior work, either done for waterproofing or decorative purposes, but not limited to such. This can include metal roofing, gutters, leaders, valley flashing, cornice work, skylights, chimney flashing and cover caps, interior and exterior soffits, storefronts, and countertops.
- (b) Specialty Work shall be defined as sheet metal work under the guidelines of Resolution 78. All hours worked shall be paid per applicable wage sheets.

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment, or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and the membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

SECTION 2. If, during the term of this Agreement, the Labor-Management Relations Act of 1947 shall be amended by Congress in such a manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective, instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any State to the extent to which the making or enforcement of such provision is contrary to law. In any State where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involve employees immediately upon compliance with such conditions.

ARTICLE VI

SECTION 1.

- (a) Regular working days shall consist of eight (8) hours labor in the shop or on the job between 6:00 A.M. and 5:00 P.M., and the regular working week shall consist of five (5) consecutive eight (8) hour days' labor in the shop or on the job, beginning with Monday and ending with Friday of each week.
- (b) All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate.
- (c) Employees shall be at their work stations prepared to start work at the designated time and provide eight (8) hours of labor for eight (8) hours' pay.

SECTION 2. HOLIDAYS

New Year's Day	Memorial Day
Independence Day	Labor Day
September 11 th (9/11)	Veterans' Day
Thanksgiving	Day after Thanksgiving
Christmas Eve Day	Christmas Day

Note: When a holiday falls on a Thursday, the day after (Friday) is also considered a holiday, with the exception that if 9/11 falls on a Thursday, Friday is not considered a holiday.

SECTION 3. TRAVEL TIME

Employers shall provide all additional transportation during regular working hours when traveling from shop to job, or job to job. When an employee uses his own transportation, he shall be reimbursed at the standard mileage rate as set forth by the U.S. Internal Revenue Service.

SECTION 4. SHOW UP TIME

When employees report to work at employer's discretion and are not put to work, they shall be paid the following:

- (a) Show up at designated time and unable to start - 2 hours pay.
- (b) Inability to continue work after 2 hours - 2 hours additional pay.
- (c) Inability to continue work after 4 hours - 2 hours additional pay.

Under no circumstances shall the contractor be responsible for payment of more than an additional two hours of compensation.

SECTION 5. LAYOFF PROCEDURE

- (a) Employers must notify the Union office by 12:00 noon and pay employee by 3:30 P.M., or one hour before quitting time, should work hours be at different starting times.

- (b) Employees of local contractors on layoff shall have all fringe benefits paid in full at the local union office not later than the 20th day of the month following layoff.
- (c) Employees of "out-of-town" contractors shall have all fringe benefit payments paid in full at the time of layoff.
- (d) Employees covered by this Agreement on the day of layoff, shall be given a STATE LAYOFF SLIP, if applicable.

SECTION 6. OVERTIME

- (a) Overtime work must be reported to the local union office before 3:30 P.M. on the day of such overtime. In the case of Saturday and Sunday work, work shall be reported by 3:30 P.M. on the Friday preceding.
- (b) There will be a Local 38 Journeyman on all overtime.
- (c) Work outside of the regular established work hours shall be paid at one and one-half (1 1/2) times the hourly base and vacation rate Monday through Saturday. Benefits, except vacation, are paid on hours worked.
- (d) Double the hourly total package rate for all work performed on Sundays and Holidays. All benefits are paid on hours worked.
- (e) Overtime work performed in the shop or on the job should be performed on a rotating basis.
- (f) Roofing and Architectural Sheet Metal contractors shall be allowed to use Saturday as a make-up day for inclement weather only. The Contractor must notify the Union of this change in schedule. If Saturday is used as a make-up day, any hours over 40 for the week will be paid at time and one-half.

SECTION 7. SHIFT WORK

Shift work will be allowed on all construction when established in the shop or in the field for a minimum of five (5) working days. All man power to be employed to meet shift requirements must be employed from Local Union 38. The Employer has the option to provide one (1) Foreman.

- First Shift - Eight (8) hours pay for eight (8) hours worked between the hours of 6:00AM and 5:00 PM.
- There will be a 10% increase for any shift outside of the above timeframe (2nd and 3rd Shifts)

Shift work performed on Saturdays shall be at one and one-half (1 1/2) times the hourly base and vacation rate. Benefits for Saturday work, except vacation, are paid on hours worked. Sundays and Holidays shall be at double the hourly total package. All Sunday and Holiday benefits are paid on hours worked.

A shift premium will be paid on Public Work contracts for 2nd and 3rd shifts when mandated by the NYS DOT or other Government Agency contracts.

Shift work shall have a minimum duration of five (5) working days and the contractor must notify the Union Business Office seventy-two (72) hours before shift work starts, and

confirm in writing. Second and Third shift work shall be paid a ten percent (10%) increase for any shift outside the 6:00AM to 5:00 PM hours.

Retrofit work performed outside the regular work day in occupied buildings, shall be performed under shift work conditions to be established by the local parties.

SECTION 8. SHOP STEWARD

- (a) There shall be a Union Steward on all jobs as well as in the shop, during all working hours where three (3) or more employees are employed; the Steward may not be transferred without notice to the Business Manager.
- (b) The Employer, or duly authorized representative, shall notify the Union Business Office and Steward seventy-two (72) hours in advance (excluding weekends and holidays) of laying off a duly appointed Steward.

If a dispute arises as to the proper performance of a Steward's duties, the Steward will remain on the job until a Local Joint Adjustment Board hearing takes place, within seventy-two (72) hours whenever possible, excluding Saturdays, Sundays, and Holidays. Unless the dispute is promptly resolved, it shall be resolved in accordance with Article X of this Agreement.

If either party fails to meet, such party shall be liable for one day's pay to the employee for each working day lost and another meeting shall be scheduled within twenty-four (24) hours; above mentioned penalty to be imposed upon the party not showing up for the meeting. This procedure shall be followed until the meeting is held.

The Steward shall be the third from the last man on the job or in the shop. In the event of a temporary shutdown, if the Steward is not the third man rehired on the job or in the shop, the Union shall have recourse to a grievance hearing under Article X; such hearings shall be held seventy-two (72) hours (exclusive of weekends and holidays) of the time the Steward is not rehired, and the same penalty as above shall apply. Steward shall be notified by the Employer when overtime work is necessary and given the names of the employees working overtime.

FOREMAN

There shall be a Local Union 38 foreman in every shop and every location where four (4) or more workers are employed. Ratios as follows:

Up to four (4) workers	One (1) Foreman
Upon employment of 12th worker	Two (2) Foremen
Upon employment of 20th worker	General Foreman plus Two (2) Foremen
Upon employment of 28th worker	General Foreman plus Three (3) Foremen

There will be one (1) additional Foreman upon the employment of each 8th worker thereafter.

On a job employing twelve (12) or more workers, the first Foreman shall be the Foreman through whom orders are issued to the other Foremen. All Foremen shall be Journeymen Sheet Metal Workers.

GENERAL FOREMAN RATE OF PAY
FOREMAN RATE OF PAY

\$ 6.50 above Journeyman rate
\$ 3.50 above Journeyman rate

ARTICLE VII

SECTION 1. When employed in a shop or on a job, employees shall be governed by the regular working hours specified herein, and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expenses may be paid by a zone or other method of payment.

ARTICLE VIII

SECTION 1. The minimum rate of wages for Journeymen Sheet Metal Workers covered by this Agreement, when employed in a shop or on a job, shall be per applicable wage sheets.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by Journeymen, Apprentices, and/or Classified Sheet Metal Workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid.

SECTION 3. Provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating, ventilation, and smoke purge systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and/or fittings for high pressure systems.

SECTION 4. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that Journeymen Sheet Metal Workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of that local Agreement.

SECTION 5. When the Employer has any work specified in Article I of this Agreement and within the area covered by another Agreement with another local union affiliated with the

Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, he may send no more than two (2) Sheet Metal Workers per job site into such area to perform any work which the Employer deems necessary. All additional Sheet Metal Workers shall come from the area in which the work is to be performed. Journeymen Sheet Metal Workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid in accordance with applicable wage sheet, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the Local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area, then the minimum conditions of the home local union shall apply.

SECTION 6. In applying the provisions of this Article, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 7. Health benefit contributions shall not be duplicated. When Sheet Metal Workers are employed temporarily outside the jurisdiction of their home local, the Contractor agrees to transmit health contributions to the employee's home local.

The parties to this Agreement agree to establish a system for continuing health coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement, when health contributions are transmitted on their behalf by trust funds from other areas.

SECTION 8. Each employer covered by this Agreement shall employ at least one (1) Journeyman Sheet Metal Worker who is not an owner of the firm, on all work specified in Article I of this Agreement.

SECTION 9.

- (a) Effective May 1, 2012, the Employer shall pay an additional \$.10 per hour contribution to the Sheet Metal Contractors' Industry Fund of Southeastern New York on each hour worked by each employee of the Employer covered by this agreement at an amount set forth on the APPLICABLE WAGE SHEET.
- (b) Contributions will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of employers, stabilize and improve employer-union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.
- (c) Local Industry Fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing, in reasonable detail, the nature of activities in which it engaged or which it supports, directly or indirectly, with any of its funds. One time per year, the local industry fund shall include in such written

report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements.

- (d) Grievances concerning use of Local Industry Fund monies to which an employer shall contribute, or for violations of other subsections of this Section, shall be processed pursuant to Article X of this Agreement.

SECTION 10. Effective as of the date of this Agreement, the Employers will contribute to all National Funds (per applicable wage sheets).

SECTION 11. PAYMENT OF WAGES BY CHECK

Employers who desire to pay wages by check must first:

- (a) Post a bond, in form satisfactory to the Union, in multiples of \$30,000 FOR EACH FIVE (5) EMPLOYEES.
- (b) Employers approved to pay by check shall have the work week end on Tuesday and the paycheck must be given to the Employees on Thursday of the same week at or before quitting time. Otherwise, payment must be made in cash on Friday before 3:30 P.M.
- (c) Employers shall remit a single check for all Local Union and National benefits to the Local Union Fringe Benefits office.
- (d) Employees shall receive pay receipts with each pay, showing name, hours worked, hours paid, specialty hours, and all deductions from the gross wages.
- (e) *ELECTRONIC TRANSFER OF PAYCHECKS* - The union sanctions the use of electronic transfer of paychecks as an alternative to being paid at the worksite. Members who chose not to partake in electronic transfer will not be discriminated against. If charges of discrimination with regard to the transfer are filed against a Contractor by any Member, the Union will rescind this privilege.
- (f) A check issued by the Employer which cannot be cashed on the date the check is issued, or if the Employee is not paid cash by 3:30 PM on Friday, the Employer shall be liable for one day's pay for each calendar day the Employee waits for cash, after the Employee notifies the Union Office or Business Representative. When paying by check on the jobsite, the Employer shall establish credit in the nearest bank to the jobsite, in order that the check can be readily cashed by the Employee.

SECTION 12.

- (a) Employers shall obtain applicable State Disability Benefits for each covered employee when working in Local 38's jurisdiction. Premiums for same may be deducted from employee's wages as allowed by State Law.

SECTION 13. Employer agrees that upon receipt by the Union of a validly executed authorization form from the Employee/Member, it will deduct from the authorizing Employee's pay, the amount of working assessments so indicated. Not later than the 20th day of each month, the Employer shall remit to the trust fund administrator, the Union working dues deducted for the prior month, including the hourly per capita dues owed to the Sheet Metal Workers' International Association, together with a list of employees and their social security numbers for whom such deductions have been made.

ARTICLE IX

SECTION 1. Sheet Metal Workers covered by this Agreement shall provide for themselves all necessary hand tools.

SECTION 2. Sheet Metal Workers covered by this Agreement shall not be permitted or required, as a condition of employment, to furnish the use of automobile or other conveyance to transport tools, men, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

SECTION 3. *PROTECTIVE EQUIPMENT*

Employers shall furnish protective equipment such as, but not limited to, gloves, goggles for welding and burning, as well as foul weather gear, such as weatherproof raincoat, hat, boots and gloves, when employees are required to work in inclement weather. When employees work with fiberglass duct, employers are to furnish protective clothing.

SECTION 4. *EXPLOSIVE TOOLS*

Explosive tools may be used only in accordance with all State, Federal OSHA and Industry Safety Requirements. All Sheet Metal Workers will be certified by a special training program conducted by the Craft Training Fund.

SECTION 5. *HEATED SHANTIES*

Employers shall provide suitable heated areas on all jobsites where there are over seven (7) workers employed for thirty (30) days or more during the months of November through March.

SECTION 6 *INSTALLATION OF DUCTWORK/MANIFOLDING*

Safety conditions shall be observed when hoisting by chain hoist, duct lifts, well wheels, come-alongs, etc. The maximum length of duct to be lowered, lifted or hoisted shall be eighteen (18) feet. All side taps shall be no greater than twelve (12) inches. If the duct has a width or diameter of thirty-six (36) inches or more, a minimum of two (2) duct lifts or hi-

jacks must be used - all lifting capacities must be observed.

SECTION 7. VEHICLES

Employers shall have the name of the Corporation or Company clearly and legibly painted or stenciled on all of their vehicles bearing commercial license plates.

SECTION 8. LOSS OF TOOLS

The Employer shall reimburse all Employees against loss of tools and clothing on the jobsite due to robbery, when locked in a gang box or secured in a room where forced entry can be proven, or loss through fire or explosion.

ARTICLE X

The Union and the Employer, whether party to this Agreement independently or as a member of a multi-employer bargaining unit, agree to utilize and be bound by this Article. The Trustees of the Local 38 Funds, may, at their discretion, utilize the grievance procedure to collect unpaid contributions of contributing Employers.

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and the Local Employers' Association and both sides shall cast an equal number of votes at each meeting. The Local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding upon all parties.

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after the termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor

Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board * Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in a case of deadlock, the decision of the Panel shall be final and binding.

Notwithstanding the provisions of Paragraph 1 of this Section, an employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed, may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairman of the National Joint Adjustment Board.

SECTION 4. Grievances not settled as provided in Section 3 of this Article, may be appealed, jointly or by either party, to the National Joint Adjustment Board. Submissions shall be made, and decisions rendered, under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The procedural rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.*)

SECTION 5. The Local Joint Adjustment Board Panel, and the National Joint Adjustment Board, are empowered to render such decisions and grant such relief to either party, as they deem necessary and proper, including awards of damages or other compensation.

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board Panel, or the National Joint Adjustment Board, a local party may enforce the award by any means including the proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and actual attorney's fees in addition to such other relief as is directed by the courts.

SECTION 7. Failure to exercise the right of appeal at any step thereof, within the time limit provided therefore, shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

SECTION 8. In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement, as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement, shall be settled as hereinafter provided:

- (a) Should the negotiations for a renewal of this Agreement, or negotiations regarding a wage/fringe reopener, become deadlocked in the opinion of the Union representative(s) or of the Employer's representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairmen of the National Joint Adjustment Board believes the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties, and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto, and the Co-Chairmen of the National Joint Adjustment Board, shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above, or as an alternate thereto, the Co-Chairmen of the National Joint Adjustment Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such Subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock, and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed, and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout, unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

- (b) Any application to the National Joint Adjustment Board, shall be upon forms prepared for that purpose, subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party, including copies of pertinent exhibits, shall also be exchanged between the parties and filed with the National Joint Adjustment Board at least twenty-four (24) hours in advance of the hearing.
- (c) The National Joint Adjustment Board shall have the right to establish time limits, which must be met with respect to each and every step or procedure contained in this Section. In addition, the Co-Chairmen of the National Joint Adjustment Board shall have the right to designate time limits, which will be applicable to any particular case and any step therein, which may be communicated to the parties by mail, telegram/fax, e-mail, or telephone notification.

- (d) Unless a different date is agreed upon mutually between the parties, or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new Agreement shall be retroactive to the date immediately following the expiration date of the expiring agreement.

***All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, PO Box 220956, Chantilly, VA 20153-0956, or 4201 LaFayette Center Drive, Chantilly, VA 20151-1219.**

ARTICLE XI

SECTION 1. Apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee (JATC) composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship and Training Committee shall formulate, and make operative, such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility registration, education, transfer, wages, hours, working conditions of duly qualified apprentices, and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as part of this Agreement.

SECTION 2. The Joint Apprenticeship and Training Committee designated herein, shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

SECTION 3. It is the understanding of the parties of this Agreement that the funds contributed by signatory employers to the International Training Institute and any Local Joint Apprenticeship and Training Committee (Local JATC) will not be used to train Apprentices or Journeymen who will be employed by Employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require Apprentices and Journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual chose to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee, and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of :

2:1 with unemployment of 85 or less, for three (3) consecutive months

3:1 with unemployment of 86 to 200

4:1 with unemployment exceeding 200

However, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

SECTION 5. Apprentices shall not be in charge of work on any job, and shall work under the supervision of a Journeyman until apprenticeship terms have been completed and they have qualified as Journeymen.

SECTION 6. Wage scale for Apprentices shall be established and maintained on the following percentage basis of the established wages of the Journeymen Sheet Metal Workers per applicable wage sheet:

First Year	-- Term 1 - 40%	Term 2 - 45%
Second Year	-- Term 3 - 50%	Term 4 - 55%
Third Year	-- Term 5 - 60%	Term 6 - 65%
Fourth Year	-- Term 7 - 70%	Term 8 - 75%

SECTION 7. Concentrated Apprenticeship Training Program will be set forth by the Craft Training Fund Trustees and all first year Apprentices will be probationary.

ARTICLE XII

SECTION 1. CLASSIFIED WORKERS RATIO

- (a) One (1) Classified Worker for any Employer who employs an Apprentice.
- (b) Two (2) Classified Workers for any Employer who employs at least three (3) Apprentices.
- (c) Thereafter, ratio of one (1) Classified Worker for each additional three (3) Apprentices.

Classified Workers may perform any work covered by Article I and will work under the supervision of a Journeyman. The wage rate will not exceed 35% of the Journeyman wage rate. (See applicable wage rate sheet).

In the event the Employer is entitled to a Classified Worker and the Union fails to comply with the Employer's written request to furnish such worker within forty-eight (48) hours, the Employer may directly hire such employees and refer them to the Union.

SECTION 2. FUNDS

1. **OBLIGATION OF EMPLOYER TO CONTRIBUTE.** For all work performed pursuant to the terms of this Agreement, an Employer shall make contributions to the various Sheet Metal Workers' Local 38 Fringe Benefit Funds and other designated funds as described herein.

2. **SHEET METAL WORKERS' LOCAL 38 FRINGE BENEFIT FUNDS.** The Sheet Metal Workers' Local 38 Fringe Benefit Funds ("Local 38 Funds") are as follows: Sheet Metal Workers' International Association Local 38 Individual Vacation Account; Sheet Metal Workers' International Association Local 38 Insurance and Welfare Fund; Sheet Metal Workers' Local 38 Labor Management Committee & Trust Fund; Sheet Metal Workers' International Association Local Union 38 Profit Sharing Fund; and Sheet Metal Workers' Local 38 Craft Training Fund.

The Local 38 Funds shall be administered by an equal number of representatives of the Employers and Union, in accordance with the respective Agreements and Declarations of Trust pursuant to which they are established. Any Employer signatory to this Agreement, whether or not a member of the Association, authorizes the Association to enter into appropriate Trust Agreements necessary for the administration of the Local 38 Funds and agrees to accept the Trustees appointed by the Association (and their successors) as its representatives and hereby waives all notice of such appointments and ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.

The Agreements and Declarations of Trust, establishing the Local 38 Funds, shall conform to all requirements by law. The parties agree that all of the terms and conditions of the Agreement and Declarations of Trust, and the Plans of the Local 38 Funds provided for in this Agreement, are incorporated as if fully set forth herein.

In compliance with Section 302 of the National Labor Relations Act, 29 U.S.C., Section 186, the Trustees of the Local 38 Funds shall accept contributions only from employers who are bound either to this collective bargaining agreement or to a written agreement with the Trustees of the respective Funds specifying the basis upon which contributions to the Local 38 Funds are to be made.

3. **CONTRIBUTIONS.** Employers shall contribute to the following funds on behalf of their Employees according to the wages and fringe benefits negotiated by the parties ("the applicable wage sheet").
- (a) Sheet Metal Workers' International Association Local 38 Individual Vacation Account
 - (b) Sheet Metal Workers' International Association Local 38 Insurance and Welfare Fund
 - (c) Sheet Metal Workers' Local 38 Labor Management Committee & Trust Fund
 - (d) Sheet Metal Workers' Local 38 Profit Sharing Fund
 - (e) Sheet Metal Workers' Local 38 Craft Training Fund
 - (f) Sheet Metal Workers' National Pension Fund
 - (g) International Training Institute (I T I)
 - (h) National Energy Management Institute (NEMI)
 - (i) Sheet Metal Occupational Health Institute, Inc. (SMOHIT)
 - (j) Sheet Metal Scholarship Fund
 - (k) Stabilization Agreement of the Sheet Metal Industry (SASMI)

Contributions, except for vacation, are based upon hours worked. The parties agree that in accordance with procedures adopted by the Sheet Metal Workers' International Association Local 38 Individual Vacation Account ("Vacation Account") and Sheet Metal

Workers' International Association Profit Sharing Fund ("Profit Sharing Fund"), a participant may elect to forego contributions to the Individual Vacation Account to which he/she is otherwise entitled, and in return have such monies contributed on his/her behalf to the Sheet Metal Workers' International Association Profit Sharing Fund, with the understanding that such contributions will be made on an after tax basis.

Employer contributions become vested plan assets at the time they become due and owing to the above-referenced Funds. Title to all contributions paid into, and/or due and owing such Funds, shall be vested in, and remain exclusively in, the Fund Trustees.

4. **BILLING PROCEDURE.** Employers must report all hours worked (or the absence thereof) by Employees under this Agreement. The Funds office will provide contribution forms. Completed contribution forms must be received by the Funds office by the 7th day of the month following the month in which the hours are worked. The Funds office will bill the Employer based on the information reported on the contribution forms by the 14th day of the month following the month in which the hours were worked. The Employer must submit payment no later than the 20th day of the month following the month in which the hours were worked. New Employers engaging in collective bargaining with Local 38 shall be required to submit benefits weekly for a period of one (1) year.
5. In the event the Employer's contributions fail to meet the Employer's entire obligation and a shortage occurs, any moneys subsequently remitted and/or collected shall be applied as follows: first to 100% of the outstanding balance of the first below listed Fund (a), and then 100% to the outstanding balance of the second listed Fund (b). Any further monies remitted and/or collected shall be applied on a pro-rata basis for each successive Fund (c-m).
 - (a) Sheet Metal Workers' International Association Local 38 Individual Vacation Account
 - (b) Work Assessment
 - (c) Sheet Metal Workers' International Association Local 38 Profit Sharing Fund
 - (d) Sheet Metal Workers' International Association Local 38 Insurance and Welfare Fund
 - (e) Sheet Metal Workers' Local 38 Craft Training Fund
 - (f) Sheet Metal Workers' Labor Management Committee & Trust Fund
 - (g) Sheet Metal Workers' National Pension Fund
 - (h) Sheet Metal Contractors' Industry Fund of Southeastern New York
 - (i) International Training Institute (I T I)
 - (j) National Energy Management Institute (NEMI)
 - (k) Sheet Metal Occupational Health Institute, Inc. (SMOHIT)
 - (l) Sheet Metal Scholarship Fund
 - (m) Stabilization Agreement of the Sheet Metal Industry (SASMI)
6. In the event an Employer fails to timely remit contributions as set forth in Article XII, Section 2 (4) Billing Procedure, the Union Business Manager shall have the right to remove all covered employees without notice to the Employer.

Each Employer agrees that if contributions are not received (postmarked by such date is not sufficient) by the Funds office as of the last working day of the month in which such contributions were due, it will be assessed liquidated damages upon the delinquency at the rate of 3% over the prime rate, on the date the delinquency first occurs (i.e., the due date set forth in Article XII, Section 2 (4) Billing Procedure), and shall be computed for each day the delinquency exists. The liquidated damages are based on the length of time contributions are overdue, the amount of delinquent contributions, the date payment is actually made, and the administrative and other office expenses required to collect the delinquent contributions. Liquidated damages hereunder are not a penalty. The liquidated damages shall be calculated in accordance with rules and regulations adopted by the Trustees of Local 38 Funds and are incorporated as if set forth herein. Acceptance of any contributions by the Funds, Trustees, or Administrator shall not constitute a waiver of the right to assess liquidated damages if such contributions were paid after the due date.

Each Employer agrees that if contributions are not timely remitted, as set forth in Article XII, Section 2 (4) Billing Procedure, it shall pay all legal expenses (including attorneys fees), accounting expenses, or other costs which can be calculated with reasonable certainty, incurred by the Funds in pursuing collection of delinquent contributions.

The above damages are cumulative and in addition to, and not in lieu of, any other legal rights and remedies available to the Funds under ERISA or other applicable law, whether or not legal action is commenced to collect the delinquent contributions.

Whenever either the Union or the Funds seeks to collect delinquent Employer contributions, or seeks to require any Employer to submit to an audit, suit may be brought in a court of competent jurisdiction. In lieu of the foregoing, and in the sole discretion of the Funds or the Union, either the Union or the Funds may utilize the procedures of Article X when seeking to collect delinquent Employer contributions or when seeking to require any Employer to submit to an audit.

7. Out of town Contractors will pay Local and National Benefits weekly.
8. Employers shall make and keep available any and all records pertaining to covered Employees, for inspection, examination and/or copying by the Trustees.
9. Local Contractors shall timely remit contributions as set forth in Article XII, Section 2 (4) Billing Procedure, by any of the following means:
 - (a) Weekly payments directly to the Funds and/or Union Office.
 - (b) Monthly payments to the Funds and/or Union Office where payment has been secured by either:
 - (1) Transferable savings account or Certificates of Deposit duly assigned to the Funds and/or Union in such form that it may be cashed or collected by the Funds, in amounts at least equal to the Surety Bonds under alternative (2).
 - (2) Surety Bond of the licensed insurance company, in form acceptable to the Funds, and containing the customary provision for cancellation only following reasonable notice to the Funds and the Union, in the following amounts -

(subject to review by Labor/Management Committee) IN MULTIPLES OF \$30,000 FOR EACH FIVE(5) ADDITIONAL EMPLOYEES

- (d) Employers whose Funds check is returned twice in a course of six (6) months or whose employees are removed for non-payment of benefits, shall make weekly payments of funds for a period of six (6) months.

10. *WAGE INCREASES* - Effective

May 1, 2012	\$1.60 per hour
July 1, 2013	\$1.65 per hour
July 1, 2014 – April 30, 2015	\$1.95 per hour

11. After due negotiation of the alternatives proposed by the Sheet Metal Workers' National Pension Fund (NPF) in its 2012 Alternative Schedule, the parties adopted the 2012 Alternative Schedule for the Sheet Metal Workers' National Pension Fund's Rehabilitation Plan, which will require the following contributions during the term of this CBA, to be paid out of the previously negotiated annual wage increases set forth in Article XII, Section 2, Paragraph 10, above.

NPF increase effective 7/1/12: \$0.86 per hour (total contribution \$10.46/hour)

NPF increase effective 7/1/13: \$0.73 per hour (total contribution \$11.19/hour)

NPF increase effective 7/1/14: \$0.78 per hour (total contribution \$11.97/hour)

The parties agree further that the schedule described above will become part of this Agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NFP's Rehabilitation Plan or Funding Improvement Plan of which the schedules are a part, as modified or amended from time-to-time.

12. *SASMI Rate of Contributions*. In order to effectuate the purposes hereof, each Employer shall contribute to the SASMI Fund, to a collection agent authorized by the Fund, or to a Local Fund for transmittal to or for the use of the Fund, the amount of Contributions set forth herein, such amount to be required by the Contract.

- (a) The Employer shall make contributions in an amount stated in the Contract as a "cents per hour paid" amount (excluding Holiday, Vacation and Sick hours unless contractually required to be paid) for each employee covered by the Contract to the National Stabilization Agreement of the Sheet Metal Industry Trust Fund (SASMI). This contribution amount shall be, and shall remain, at all times equal to three percent (3%) of the gross earnings of each employee covered by the Contract. The term "gross earnings", for purposes of this provision, shall mean the sum of (i) three percent (3%) of the amount of wages due at the gross contractual hourly wage rate for the classification

plus (ii) three percent (3%) of any and all contributions payable by the employer to any of the following fringe benefit plans or programs: Pension, Annuity, 401K and retirement plans of any kind, and Health and Welfare Benefit Plans.

- (b) The "cents per hour paid" contribution amount described in sub paragraph (a) above shall be automatically adjusted to reflect any and all changes that may occur in the gross earnings of an employee during the term of the Contract.

ARTICLE XIII

SECTION 1. Pursuant to Federal or State law, if any provision of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

SECTION 2. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

SECTION 3. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement, or during the term of any extension, modification or amendment of this Agreement.

SECTION 4. This Agreement shall become effective on the 1st day of May, 2012, and shall remain in effect until April 30, 2015, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date.

In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences, relating thereto, have been terminated by either party by written notice, provided however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by decision of an arbitrator under the procedures set forth under Article X, Section 8.

SECTION 5. The undersigned Employer has examined and agrees to comply with all the existing terms and conditions of this Collective Bargaining Agreement. It is also agreed by the Employer that any notice given by the Union to the Association, pursuant to the provisions of this Collective Bargaining Agreement, shall be notice to the Employer and shall have the same legal force and effect as though it were served upon the Employer personally. The Employer additionally agrees that, unless it notifies the Union at least 150 days prior to the termination date of this Collective Bargaining Agreement or any subsequent Agreements, the Employer will be bound by and adopt all Agreements reached by the Union and the Association during subsequent

negotiations. Finally, the Employer will notify the Union a minimum of thirty (30) days prior to any change in company ownership or address, and will notify the Union within 24 hours of any formal change of company name.

ARTICLE XIV

The Employer agrees to designate an agent for the receipt of work assessment authorizations. Such authorizations shall be as per the applicable wage sheets. All dues deduction authorizations which have been voluntarily and individually executed by the Employees shall be deposited with said agent. Upon notification of receipt of such authorizations, the Employers shall deduct the current allocated sum per hour as working dues for all hours worked, whether on a straight-time or overtime basis, from the wages of Employees covered by said authorizations and shall remit said sums to an agent designated by the Association for transmittal to the Local Union. The Union shall indemnify and save the Association and/or its members harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of an Employer's deduction of working dues pursuant to this Section.

IN WITNESS WHEREOF, the parties hereto affix their Signatures and seal this 30th day of May, 2012.

SHEET METAL AND ROOFING CONTRACTORS' ASSOCIATION OF SOUTHEASTERN NEW YORK (Known as SMACNA)

(Name of Association or Contractor) – Please Print

By:

[Redacted Signature]

Officer

President

Title

ASSOCIATION/CONTRACTOR'S ADDRESS: 1 Paulding Street
Elmsford, NY 10528

TELEPHONE:

[Redacted Telephone Number]

Local Union No. 38 of Sheet Metal Workers' International Association.

By:

[Redacted Signature]

Officer

President/Business Manager

Title

ADDRESS: 38 Starr Ridge Road, PO Box 119
Brewster, New York 10509

TELEPHONE:

[Redacted Telephone Number]

AGREEMENT, entered into as of the 1st day of July 2008, by and between UNITED DERRICKMEN & RIGGERS ASSOCIATION, LOCAL NO. 197 of NEW YORK, ALL LONG ISLAND, WESTCHESTER and VICINITY (hereinafter referred to as the "Union") and **CONTRACTING STONESETTERS ASSOCIATION INC.** (hereinafter referred to as the "Employer" and/or "Contractors")

ARTICLE I

Terms of Agreement

SECTION 1. The term of this Agreement shall commence on July 1, 2008 and end on June 30, 2013.

SECTION 2. Either party shall notify the other party in writing, by registered mail, four (4) months before expiration of the Agreement of any changes desired in this Agreement.

SECTION 3. If no new Agreement has been concluded by June 30, 2013, then this Agreement shall be extended for a period of thirty (30) days without stoppage of work by either party and any new Agreement consumed during such period shall be retroactive to July 1, 2013.

ARTICLE II

Jurisdiction and Work Covered

SECTION 1. The Union hereby recognized as the sole bargaining representative of all Derrickmen employed within the jurisdiction of the Union. Derrickmen shall not work for any employer not a party to this Agreement with the Union. The Union agrees that this Agreement shall be the only Agreement signed by Employers not members of the Association. The Employer and Union agree to be bound to and abide by all decisions and awards and procedures of the New York Plan for the Settlement of Jurisdictional Disputes of the Building Trades council of Greater New York and Vicinity.

SECTION 2. This Agreement shall apply to the following work, which is hereby recognized as rightfully belonging to the Derrickmen's craft:

- a) The placing and operating of all derricks, power equipment and rigging in connection with cut stone, pre-cast stone or concrete, mosaic and rubble, or any substitute for the foregoing on all buildings, structures, bridges and viaducts in the course of construction, alteration, addition or repair.
- b) The rigging and erecting of all swinging and temporary scaffolds, for setting, cleaning and pointing of cut stone, pre-cast stone or concrete, mosaic or rubble, or any substitute for the foregoing, and any rehanging of the same.
- c) The handling and rolling of all cut stone, pre-cast stone or concrete, mosaic or rubble, or any substitute for the same, that is delivered on the job **site**.
- d) All burning, welding and bolting in connection with the erection of pre-cast concrete

and similar material, including the affixing onto the unit to be erected any material used for the anchoring of stone, and including field installation of embedded anchors. The Union and the Association acknowledge and agree that the welding machine, the forklift and the electric chainfall shall be considered a tool of the trade. e) The removal of pre-cast or stone panels on existing structures using power. f) The tending to stone setters and all other Derrickman's duties as part of a setting gang. g) If a General Contractor provides a multi trade scaffold it will be utilized by Derrickmen.

ARTICLE III Wage and Hours

SECTION 1. The hourly rate of wages for Derrickmen shall be as follows:

	Hourly Rate Per Hour	Vacation Pay Per Hour	Gross Hourly Per Hour
From 7/1/08 To 12/31/08	40.50	9.00	49.50
From 1/1/09 To 6/30/09	\$1.50 increase to be decided*		
From 7/1/09 To 12/31/09	\$1.50 increase to be decided*		
From 1/1/10 To 6/30/10	\$1.50 increase to be decided*		
From 7/1/10 To 12/31/10	\$1.50 increase to be decided*		
From 1/1/11 To 6/30/11	\$1.50 increase to be decided*		
From 7/1/11 To 12/31/11	\$1.50 increase to be decided*		
From 1/1/12 To 6/30/12	\$1.50 increase to be decided*		
From 7/1/12 To 12/31/12	\$1.50 increase to be decided*		
From 1/1/13 To 6/30/13	\$1.50 increase to be decided*		

*The six-month increments provided herein shall end on the Tuesday closest to the end of the month. It is understood and agreed that the total hourly increases due at each six month interval may be relocated to the existing Funds or such other tax exempt funds by decision of the Union and notice to the Association at least 30 (thirty) days prior to the date of implementation, provided however that such allocation does not result in a violation of the IRS 25% of compensation rule.

SECTION 2. All overtime pay and payments to funds administered under this Contract shall be paid to Journeymen and apprentices at the appropriate overtime rates, as enumerated in subsequent sections. Where personnel hoist is used by Derrickmen one-half (1/2) hour prior to scheduled start time, the full half-hour being payable at the appropriate overtime rate. Work shall start when men reach the work area.

SECTION 3. An Employer may, at his option on any job, utilize a flexible starting time of 7:00 A.M. to 8:00 A.M., with lunch four (4) hours later either 11:00 A.M. or 11:30 A.M., depending on start time. Likewise, quitting time shall be either 2:30 P.M. to 3:30 P.M., depending on start time. Employers may only exercise this option on a program basis after giving notice by noon the Tuesday preceding the payroll week. The Union will allow for weekend flexible starting time of 9:00 A.M. where required by City noise regulations.

SECTION 4. Seven (7) hours shall constitute a day's work. If there is a project labor agreement which requires an eight hour day it will be honored by this contract. Employer shall have the option to call for half-hour (1/2) increments for overtime (at the appropriate overtime rate) in the afternoon following scheduled quitting time during lunch period, but not a continuing basis.

SECTION 5. Work performed on President's Day and Good Friday shall be paid at double time rates. No work shall be performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day and Sunday, except in cases of emergency, certified to by an officer of the Association and a representative of the Union, and such work shall be done at double time rate of pay. All men working on Christmas Eve shall be paid a full day and stop work at the scheduled lunch break.

SECTION 6. If Derrickmen are compelled to stop work for any reason other than weather conditions during the regular work day, they shall be paid four (4) hours pay (minimum). Any Derrickmen hired and sent to a job by an Employer and not started shall receive four (4) hours pay, weather permitting. If asked to start for the afternoon, weather permitting, and not started, he shall receive three (3) hours pay.

SECTION 7. When Derrickmen are requested, the time and wages of each Derrickmen employed shall begin at the time of employment on the operation.

SECTION 8. Derrickmen shall be paid on the job between 8:00 A.M. and 3:30 P.M. (or during the applicable working hours) on pay days, except that if the weather should prevent work on a pay day, a central pay point may be named by the Employer so as to assure payment of wages by the scheduled lunch break. Derrickmen shall be paid every week on Thursday before quitting time. The amount so paid shall be enclosed in envelopes, one to each employee, with the time and amount in cash marked thereon and with the proper deductions for Social Security, withholding taxes and vacation fund. The employer's name and address shall be printed on the outside of the envelope and on the pay stub. The Association shall certify to the Union a list of active members of said Association and only active Association Employers may be paid by check. The dishonoring of any check for any reason shall entitle the Employee so inconvenienced to fourteen (14) hours additional pay and said Employer must then pay by cash only, for a period of at least one (1) year and at that time his case shall be reviewed by the Industry Board to determine whether or not and under what conditions said contractor may resume payment by check. New members of the Association shall pay by cash until qualified by the Union. If a Derrickman shall be required to work overtime on a day on which he is laid off, payment for the overtime work may be remitted by Association Employers within forty eight (48) hours, by registered or certified mail, or by receipted messenger, to the Union Hall. The payroll period shall begin on Wednesday and end of the following Tuesday inclusive. If a contractors pay period is Monday through Sunday paychecks will be delivered to the workers no later than quitting time on Wednesday. If a holiday falls on Wednesday the pay day will be on Thursday. Any lay-off within the payroll period shall be paid in cash, except the men laid off by Association Employers may be paid by check and they must be paid at least one-hour before scheduled quitting time, otherwise cash. In the event of lay-off, Association Employers shall be permitted to mail the stamp entitlement to the Union on the next regular pay day. Replacement men, employed be Association members, may be paid by check, mailed to the Union office and postmarked within seventy-two (72) hours of the last day worked or the next regular pay day, whichever comes first. Noncompliance with this shall require Employer to pay Derrickmen three(3) days additional wages. The Association, by the first day of July every year, shall certify to the Union, a current list of all members, which shall reflect all changes in membership.

SECTION 9. Any Employer failing to comply with the above provision shall be charged with the Derrickmen's time until he is paid, but not in excess of two (2) days' pay, provided he remains on the job during working hours.

SECTION 10. Any Derrickmen not showing up in the morning shall notify his Employer at least one hour before scheduled start time, but if he cannot be contacted, the Local Union office is to be contacted.

SECTION 11. In the event that employees covered by this Agreement are employed

in the below listed counties or boroughs, they shall receive the following sums above the base wage in lieu of traveling expenses: Westchester County - \$10.00 per day; Staten Island - \$10.00 per day; Nassau County - \$10.00 per day; and Suffolk County – \$10.00 per day. All jobs in the above counties shall be manned from 8:00 A.M. to 3:30 P.M. (or agreed-upon flex time hours) without any other changes.

SECTION 12. Notwithstanding anything else in this agreement, there shall be no work after 6:30 P.M., without notifying the hall.

SECTION 13. An employee that does not receive his pay by scheduled quitting time of the date due shall be entitled to two (2) hours additional pay at double time rates. He shall return the next morning and report to the job for two (2) days and be entitled to pay for two days if he stays on the job without receiving his pay for the two (2) days hereinbefore mentioned.

SECTION 14. A Derrickmen who leaves an Employer shall be mailed his pay on pay day by certified or registered mail or any receipted overnight messenger to the Union Hall.

SECTION 15. If an Employee is asked to go to another job during the course of a workday, the Employer shall furnish transportation or reimburse his costs.

SECTION 16. The Employer agrees to deduct from the wages of each Employee covered by this Agreement, who individually and in writing duly authorizes the Employer to make such deduction for Union Assessments, an amount of one dollar and eighty cents (\$1.80) per hour plus twenty cents (\$0.20) per hour for the Legal Defense Fund. The Union agrees to obtain a written authorization of assessment check-off of every person referred by the Union to the Employer. The original signed authorization cards shall be kept on file at the Offices of the Union of the Association. Remittance by the Employer of the sums deducted from wages shall be made by pre-purchase of Stamps utilized for the making of contributions to the various Fringe Benefits Funds provided for in this Agreement. Remittance to the Fund Office to the Union shall be made after receipt of Employer reports verifying Employee assessment check-off. Each Employer shall remain responsible for the remittance of assessment withheld from its Employees in excess of stamp purchases for such purpose. Each Employer shall file the report form furnished for reporting assessment check-off. Neither the Funds nor the Trustees thereof shall have any responsibility for the collection of assessments withheld by Employers hereunder. The transmittal of assessment check-off to the Fund Office is only a convenience and neither the Funds nor the Trustees thereof shall have any interest or any responsibility with respect thereto. The form of authorization to be signed by each Employee with respect to whom a deduction is to be made shall be approved by counsel for the parties hereto. It is expressly agreed that the authorization furnished under this Article shall be of no force and effect and no deductions shall be made by any Employer when there is no collective bargaining agreement in effect to which the Employer and the Union are parties.

It is expressly agreed that the Union assumes full responsibility for the validity and legality of the deductions from the Employee's wages made by each Employer and remitted to the Union pursuant to this article and the Union hereby agrees to indemnify and hold the Employer harmless from all claims, losses, expenses, liabilities and damages to which the Employer at any time may be subject by reason thereof. If any such claim is asserted or threatened against the Employer, the Union and the Employer agree that the Union, at its sole cost and expense, shall undertake the defense of such claim on behalf of the Employer and the Employer shall cooperate with the Union in the defense thereof..

SECTION 17. On off hour work , the Employer shall be permitted the takeover of on-site equipment for use on an off-hour basis, provided the Union is given reasonable advance notice of such work. The number of hours and conditions for such off-hours work shall be the first 7 hours will be paid at time and one half, and double time from there after, unless provided for in a project labor agreement.

SECTION 18. Notwithstanding anything else in this Agreement, the first two (2) hours of overtime on weekdays and the first seven (7) hours of overtime on Saturdays shall be paid at time and one-half.

SECTION 19. If Derrickmen cannot go to work due to weather conditions, they shall be paid a travel expense of thirty-five dollars, provided, however, they show up to job at starting time.

SECTION 20. On jobs employing ten (10) or more Derrickmen, Association Employers will make good faith efforts to arrange check-cashing privileges for Derrickmen with a bank in the vicinity of the job.

SECTION 21. For sitework projects the Employer shall have the option to use two apprentices at 50% rate, provided that the first man on the job is a journeymen.

SECTION 22. On all buildings of 120 feet or more in height, the Employer shall have the option, at the inception of the job, to have an 8 hour workday at straight time rates. In such case, the 9th hour will be worked at time and one-half and all succeeding hours in that day at double time. Also in such case, Saturday will be worked for 8 hours at time and one-half, with succeeding work in that day at double time.

ARTICLE IV

Apprentices

An adequate apprenticeship system for the industry to be jointly administered by the Union and the Association shall be maintained. Wages of apprentices shall be at the following percentages of the journeymen's rate:

50% for the first six months;
50% for the second six months;
70% for the third six months;

80% for the forth six months;
90% for the fifth and sixth months; and

First year apprentices shall receive all fringe benefits provided for in this contract, including vacation pay, at a contribution rate equal to 50% of the Journeyman's contribution rate. For the remainder of the apprenticeship, fringe benefits shall be paid at a rate of 75% of the Journeyman's contribution rate.

The Union will make a good faith effort to supply apprentices when requested by the Employer. When working with a Journeyman Derrickman, an apprentice will fulfill the requirements of a Derrickman under the terms of this contract, performing those tasks that are within the scope of his training and experience.

ARTICLE V

Shop Steward and Foremen

SECTION 1. A shop steward appointed from the men on the job by the Business Agent of the Union shall be on the job at all times whose right and duty shall be to assure observance of the provisions of this Agreement. The shop steward shall remain on the job until it is completed and together with the foremen, shall be one of the last two (2) men on the job. If the shop steward fails to perform his duties he will be replaced by the Business Agent.

If the Derrickman shop steward fails to perform his job properly, or abuses the power of his office as a shop steward, or hinders the progress of work on the job, the Business Agent will promptly replace this shop steward with another shop steward of his choosing. The new shop steward cannot be laid off without the consent of the Business Agent.

The shop steward shall receive one (1) hour minimum or the maximum of two (2) hours per week for travel to and from the Union Hall with respect to problems in connection with the performance of the terms of this Agreement.

SECTION 2. A stone Derrickman shall be designated as foreman whenever six (6) or more Derrickmen are on an operation and shall receive at least \$25.00 per day above the regular scale of wages and shall be paid 35 hours straight time. On all precast jobs there shall be a Local 197 Foreman.

SECTION 2A. All employers shall be required to use a Local 197 Derrickmen as a foreman provided the manpower is as stated in Section 2.

ARTICLE VI

Industry Board

There shall be an Industry Board composed of equal members from the Union and the Association, which Board shall have the power to determine questions arising under this Agreement, including any grievance filed by either party, as well as other industry problems. This industry Board shall have full power to impose whatever penalty it deems fair and reasonable for enforcement of such decisions in whatever manner it deems

advisable, including without limitation, provisions for the entry of judgment in any Court of competent jurisdiction and for the withdrawal of workers from Employer until such determination of the Industry Board has been complied with by the Employer. Such Board shall convene within ten (10) working days of receipt of written demand of either party to this Agreement. In the event the Board fails to convene within the time period above set forth or is unable to decide the dispute within such period, the dispute shall be promptly submitted for final arbitration to a mutually agreed upon arbitrator. There shall be no work stoppage by either party. Said arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this agreement. The cost of the arbitration shall be borne by the losing party.

ARTICLE VII

Working and Safety Conditions

SECTION 1. Except as set forth below, a setting gang shall consist of two (2) Derrickmen.

SECTION 2. On all operations where there are four (4) or more men employed, one (1) must be forty (40) or more years of age.

SECTION 3. On all bridges or viaducts where cut-stone, pre-cast stone or concrete or mosaic is set or unloaded by crane, tackle, chainfalls or pony derrick, and including all stone up to three (3) square feet in area and one and one-half (1 ½) inches and under in thickness, including random rectangles and natural cleft not to exceed four (4) feet in height from ground level, there shall be at least one (1) Derrickman employed. All violations shall be subject to Industry Board.

SECTION 4(a). On setting of stone (i) with respect to base course stone, (ii) with respect to paving or flagging, up to the present code required thickness, manpower shall consist of one (1) Derrickman per setting gang. If another man is needed in the setting gang to handle stone or perform rigging it shall be a Derrickman.

(b) On setting of natural stone or cast stone including slip sills, copings and band course above floor level, the manpower shall be as provided in Section 4a.

(c) On setting of stone covered by Sections 4(a) and 4(b), inclusive of all sitework and paving stone, Employer shall have the right to employ, and the Union shall furnish, 50% apprentices on a one to one ratio with Journeymen. *

(d) On setting of stone on storefronts, townhouses, houses apartment buildings and other small handset jobs, manpower shall be as provided in Section 4(a) above. If another man is needed to handle or rig stone, it shall be a Derrickman..*

(e) On setting of stone covered by Section 4(d), Employer shall have the right to employ, and the Union shall furnish, apprentices (any grade) on a one to one ratio with Journeymen.* *Except for sitework which shall be manned as set forth in Article III, Section 21 of this Agreement.

SECTION 5. In the setting of stone on a blind wall from a suspended scaffold legally permitted only two persons, the setting gang shall consist of one (1) Derrickmen on the

scaffold. If a third man is permitted and needed, it shall be a Derrickmen. For the purpose of this section, a blind wall shall mean an existing building wall or façade preventing direct access for the transfer of material from the floor to the scaffold.

SECTION 6. A rigging gang shall consist of four (4) men and a foreman erecting power derricks and three (3) men erecting hand booms.

SECTION 7. Manpower shall be as follows:

(a) Unloading and setting with crane, one (1) foreman Derrickmen and three (3) Derrickmen

(b) Unloading and setting with power derrick, one (1) foreman Derrickmen and four (4) Derrickmen.

(c) Unloading and setting with crane or power derrick above a level of 50 feet shall require one additional Derrickmen in the setting gang. This clause shall not apply if the Employer has a contract with another trade to perform such setting work.

(d) Unloading and setting with Cherry Picker (105) foot boom or under, three (3) Derrickmen, one (1) of whom shall be a foreman, and is confined to fifty (50) feet in height above grade.

(e) Unloading and setting with Cherry Picker over (105) foot boom, one (1) foreman Derrickmen and three (3) Derrickmen.

(f) Unloading and setting with hand boom, two (2) Derrickmen.

(g) Unloading, distributing or setting of natural or cast stone using a forklift, Hi-Lo or Lull, two (2) Derrickmen. If another man is needed to handle stone, it shall be a Derrickman.

(h) Loading stone directly into hod hoist using forklift, total of four (4) Derrickmen; two (2) on ground, two (2) on top.

(i) Unloading and setting with boom truck by hand or power – fifty (50) feet or under three (3) Derrickmen; if over fifty (50) feet, one (1) foreman Derrickman and three (3) Derrickmen. Unloading and setting with a boom truck at ground level only, two (2) Derrickmen.

(j) Assembling and disassembling of crane, one (1) foreman Derrickman and three (3) Derrickmen.

(k) Setting with hand pony, three (3) Derrickmen except when setting on the same level, two (2) Derrickmen.

(l) Association Employers shall have the right, without penalty, to use existing on-site equipment, erected by others. The foregoing shall apply only to the Employer's first piece of erection equipment (e.g., tower crane, derrick, Chicago boom, etc.) on a particular building or structure. Additional pieces of erection equipment will be considered by the Union on a job-by-job basis, but they shall have the right to use existing equipment to hoist and erect other equipment if first piece erected cannot reach second. The disassembly and removal of such onsite equipment is the jurisdiction of Local 197.

(m) Where a cherry picker is used to assist the tripping of a panel with another piece of equipment, there shall be three (3) Derrickmen in total in the hooking-on operation.

(n) When assembling or disassembling a crane with the assistance of cherry picker, the total manpower requirements for such entire operation shall be one (1) foreman Derrickman and four (4) Derrickmen.

(o) There will be a joint committee, which will meet when requested by either party of the contract, to review changes in the manning of various tasks as may be required when changes occur and adjustments are needed. This committee will consist of six (6) members, three (3) chosen by the Union and three (3) chosen by the Association with the Union and the Association each having one vote. A majority vote of this committee will change the manning requirements.

SECTION 8. There shall be a bell man and tagline man on all power derricks or cranes or two (2) men hooking on. When unloading by power to the ground, a minimum of three (3) men shall be employed. All the above shall perform Derrickmen's duties.

SECTION 9. Hoisting of stone by any method, except to actually set the stone, shall require four (4) Derrickmen, two (2) on the ground and two (2) on top. This shall not prevent a setting gang from hoisting and setting their own stone except when using a hod hoist.

SECTION 10. Every job shall be provided with a box or tool house properly locked, to safeguard the personal property of Derrickmen. When ten (10) men or more are employed on one (1) job, a shanty shall be provided. A good faith effort shall be made to provide a shanty on long term high-rise jobs.

SECTION 11. One pail of cement shall be mixed to start the stone setting mechanic at the scheduled start time. Where there is a batch to be made, the Employer will employ a Derrickman as a mortar man.

ARTICLE VIII

Derrickmen's Fund

SECTION 1. There have been or shall be established, each by an Agreement and Declaration of Trust, six (6) Funds that re based upon Employer contributions for the sole benefit of Derrickmen covered by this Agreement: (1) a Welfare Fund, (2) a Pension Fund, (3) an Annuity Fund, (4) a Vacation Fund, (5) an Apprentice Education Fund, and (6) a Supplemental Unemployment Fund. Each such Fund shall be jointly administered by an equal number of Trustees designated by the Union and the Association. All Employers and Derrickmen shall be bound by the rules and regulations adopted by the Trustees of the respective Funds. Full time paid Union officials shall be covered for all benefits by the Funds provided contributions are made to the Funds at the same rate made by other contributing Employers.

SECTION 1A. To provide for delinquencies as follows:

Liquidated Damages	20% of indebtedness
Attorneys Fees	25% of indebtedness

**Actual Cost of Auditors Fees
Arbitrators Fee**

SECTION 2. Effective January 1, 1982, there was established an Industry Advancement Fund. The Employers have established by an Agreement and/or Declaration of Trust, a Trust Fund formerly known as the **Contracting Stonesetters** Industry Promotion Fund (hereinafter referred to as the Promotion Fund) for the mutual benefit of Building Stone Industry contractors who do business in the area. Said Promotion Fund is administered by Employer representatives or trustees appointed by the Association. The Business Agent of the Union shall serve as an observer at all Fund meetings and proceedings. Each employer shall make the designated contribution to the Promotion Fund through the pre-purchase of stamps as set forth in this article.

SECTION 3. Employer contributions to each of the aforesaid Funds shall be as follows:

		EFFECTIVE									
		7/1	1/1	7/1	1/1	7/1	1/1	1/7	1/1	7/1	1/1
		2008	2009	2009	2010	2010	2011	2011	2012	2012	2013
(A) Union Assessment	\$1.80										
(deducted from wages)											
(B) L.D.F.	\$0.20										
(deducted from wages)											
(C) Vacation	\$9.00										
(D) Welfare	\$9.75										
(E) Pension	\$6.22										
(F) Annuity	\$10.25										
(G) Apprentice	\$0.35										
(H) Promotion	\$0.15										
(I) IMPACT	\$0.31										
TOTAL*											
HOURLY											
STAMP											
VALUE											
	\$35.29										

*It is understood and agreed that the total hourly increases due at each six-month interval may be reallocated to the existing Funds or such other tax exempt funds by decision of the Union and upon notice to the Association of at least thirty (30) days prior to the date of implementation, provided however, that such allocation does not result in a violation of the IRS 25% of compensation rule.

SECTION 4. Employer contributions for all Funds shall be through the purchase of prepaid vouchers. The sale and administration of vouchers shall be under the control of the Trustees of the respective Funds. Vouchers shall be enclosed each week in the pay envelope of the respective employee.

SECTION 5. Each Employer shall report wages, hours, and contributions on such forms as the Trustees may require and shall submit the Employer's books and payroll records for audit or inspection at reasonable hours by a representative of the Trustees whenever requested by the Trustees.

SECTION 6. Employers shall make complete monthly reports of Fringe Benefits on forms as required by the Trustees by the 10th of the month following employment. Copies of said reports shall be furnished to the Union as of the same date. Reports shall be filed both by employers employing Derrickmen as well as those signatories that have no Derrickmen working. The Fund office shall not sell stamps to any employer failing to make the monthly reports.

SECTION 7. When an employee works for an employer for more than one payroll period without receiving the proper weekly amount of Fringe Benefit stamps and does not report discrepancy to the Union, he shall cease to be eligible for benefits until such time as a complete audit of employer's payroll is made to determine said employer's Fringe Benefit liability and payment in full in stamps from said employer is received by all employees.

SECTION 8. Members of the Association may pay for stamps by check all others must pay by certified check, cashiers's check or money order.

SECTION 9. Any Employer who does not maintain a permanent office within the jurisdiction of this Agreement or who has not purchased \$10,000.00 in stamps within the previous twelve (12) months shall be required to post a bond in the amount of \$10,000.00 from an acceptable surety company to guarantee the obligations of the Employer under this Article VIII. The Fund office shall not sell stamps to any Employer failing to post such bond.

ARTICLE IX

Non-Discrimination Clause

It is agreed that there shall be no discrimination against any employee or prospective employee on account of race, creed, color, sex or sexual preference or national origin in violation of law.

ARTICLE X

Workers' Compensation

All Employers signatory to this Agreement shall have Workers Compensation insurance in effect, regardless of the number of Derrickmen employed.

ARTICLE XI
Separability Provision

It is further agreed by and between the parties hereto that if any Federal or State Court or Agency shall at any time decide that any clause or clauses of this Agreement is, or are void, or illegal, such decision shall not invalidate the other portions of this Agreement, but such clause or clauses shall be stricken out and the remaining portions of this Agreement shall be considered binding. It is further agreed that the parties shall renegotiate any of the provisions of this Agreement which may be declared void or illegal.

ARTICLE XII
Favored Nations Clause

The Union agrees that in the event it enters into any contract with any Employer within the territorial jurisdiction of Local Union #197 which shall provide more favorable terms to such Employers, including rates of pay or conditions of employment than are provided in this Agreement, it will and hereby does authorize the Association to adopt such favorable terms at its option. Upon the exercise of such options by the Association, which requires at least ten (10) days written notice thereof to the Union, such more favorable terms and conditions will immediately and automatically become a part of this Agreement.

ARTICLE XIII
Restriction of Subletting

The Employer agrees not to sell or assign, subcontract or sublet any work covered by this Agreement to any person, firm or corporation which is not in contractual relationship with the Union.

ARTICLE XIV
Training Requirements

All Stone Derrickmen will be trained under OSHA's Hazard Communications Standard and will also be given a C.P.R. course. The Union shall produce, within forty-eight (48) hours of the Employer's request, identification cards certifying to the completion of said training. Derrickmen shall not be entitled to compensation for attending such training courses. Local 197 members will obtain all certificates needed and required by the Building Department of the City of New York.

In WITNESS WHEREOF the parties have duly executed this Agreement as of this day and upon first written above:

UNITED DERRICKMEN & RIGGERS ASSOCIATION, LOCAL NO. 197 UNION.

By _____
[REDACTED] Business Manager

By _____
[REDACTED] President

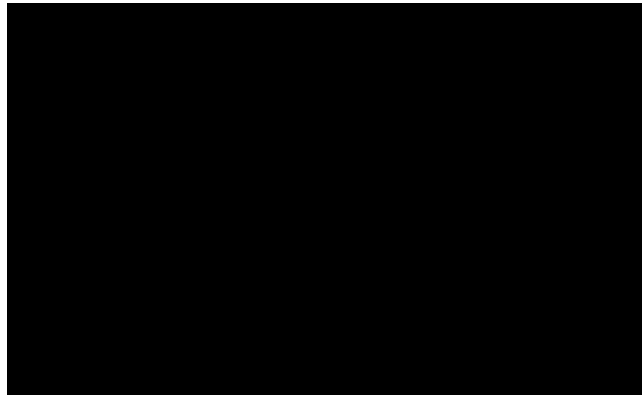
By _____
[REDACTED] Recording Secy.

**CONTRACTING STONESETTERS
ASSOCIATION INC.**

By _____
[REDACTED] President

By _____
[REDACTED] Secy/Treas.

EXECUTIVE BOARD



INDEPENDENT CONTRACTORS AGREEMENT

The undersigned Employer has read and hereby agrees to be bound by all provisions of the Trade Agreement between United Derrickmen & Riggers Association, Local No. 197 of New York, all Long Island, Westchester and Vicinity and Building Stone & Precast Contractors Association except that the undersigned Employer shall pay wages by cash unless or until qualified by the Union to pay by check. The undersigned Employer further agrees to be bound by any amendment or modification to the Trade Agreement between Local 197 and the Association which occurs during the term of this Agreement and that any such amendments or modifications shall be deemed incorporated herein. If the undersigned Employer fails to notify the Union in writing by certified mail 90 days prior to the expiration of the Contract, the Contract will renew for one (1) year from the expiration date and from year to year thereafter until the required 90 day notice prior to the expiration date is given.

Firm or
Corporate Name: _____

Address: _____

Telephone: _____

Signature: _____

Date: _____

Title of
Person Signing _____
(Must be Principal of Firm or Corporation)

Signature of
Union Representative: _____

Date of Union Signature: _____

AGREEMENT

between the

**BOILERMAKERS ASSOCIATION
OF GREATER NEW YORK, INC.**

and the

**INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS
AFL-CIO, LODGE No. 5, ZONE 5**

Dated: January 1, 2010

Expiring December 31, 2012

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NEW CONSTRUCTION AGREEMENT

AGREEMENT made as of the 1st day of January, 2010 between **BOILERMAKERS ASSOCIATION OF GREATER NEW YORK, INC.**, on its own behalf and agent on behalf of all its present and future members, hereinafter referred to as the (“**Employers**”), and the **INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFLCIO, LOCAL LODGE NO. 5** hereinafter referred to as the (“**Union**”).

1. GENERAL

The parties to this Agreement recognize that stability in wages and working conditions and competence of workmen are essential to the best interest of the industry and the public, and they agree to strive to eliminate all factors which tend toward destabilizing these conditions. The parties further agree to cooperate fully in carrying out the intent of this paragraph.

2. RECOGNITION AND COVERAGE OF AGREEMENT

(a) The Employers recognize the Union as the sole bargaining agent for all of its construction employees in the performance of all work

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coming within the scope of this Agreement, subject to the provisions of existing laws.

(b) This Agreement shall apply to all the Employers' field construction work coming under the trade jurisdiction of the Union and within the territory of Local Lodge No. 5 Zone 5 which encompasses New York City, all of Long Island and the following New York State counties: Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester.

3. EMPLOYER'S MANAGEMENT RIGHTS

The Employers shall have full rights to direct the progress of the work and to exercise all function and control, including but not limited to, the selection and number of foreman and general foreman, the right to select the kind of materials, supplies or equipment used in the prosecution of the work, and the right to employ and discharge any employee for any just cause and sufficient cause, provided, however, that no employee shall be discriminated against.

4. EMPLOYMENT: EQUAL

EMPLOYMENT OPPORTUNITIES

(a) The Employers under the terms of this Agreement shall hire any qualified applicant for employment on a non-discriminatory basis.

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The Employers shall hire and the Union shall furnish men in accordance with the provisions of Article 44.

(b) The Employers shall notify the union Office of a layoff of employees and shall not telegraph or write such employees without prior notification to the Union Office.

5. WORK DAY

(a) Eight (8) hours shall constitute a regular day work between the hours of 8:00 a.m. and 4:30 p.m., one-half (1/2) hour for lunch between 12:00 o'clock noon and 12:30 p.m., and all work performed outside of such regular time

shall be paid at the rate of double time except

as provided in Article 5, Sections (e) and (f).

(b) Every Employee who is required to work more than five (5) consecutive hours after his lunch time shall be given a twenty (20) minute meal period on the job site after the fifth (5th) hour.

(c) On all jobs, each Employee shall be given one (1) coffee break of fifteen (15) minutes duration, the break to be taken in his immediate work area.

(d) No Employee shall leave the job site except for the lunch hour or at the express direction

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of the Employer. When considered necessary by the Employer, a "brass" shall be required for purposes of checking in and out of the job site. The "brass" shall bear a number identifying the Employee.

(e) On jobs requiring two (2) or three (3) shifts, the first shift will start at 8:00 a.m., with a minimum of eight (8) hours of work and the second and third shift will consist of a minimum of eight (8) hours of work. The first shift will be paid the straight time rate for the first eight (8) hours worked and at the double time rate thereafter. The second shift shall work seven and one half (7 ½) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight time hourly rate plus \$.25 and at the double time rate thereafter. The third shift shall work seven (7) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight time hourly rate plus \$.50 and at the double time rate thereafter. After the first four (4) hours worked, there will be a meal period consisting of one-half (1/2) hour. Should it be necessary to work through this meal period each Employee working will receive one-half (1/2) hour pay at the double time rate and will also be given sufficient time to eat in his immediate work area. When an Employee is ordered to and does report for work on either shift and then through no fault of the Employee he is unable to start work, the Employer shall pay such Employee for two (2) hours time at the

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appropriate straight-time rate as specified herein, provided the Employee remains on the job during the said two (2) hours or is permitted by the Employer to leave the job. Should such Employee start working on his shift and then through no fault of his own is unable to continue he shall be paid for four (4) hours time at the appropriate straight-time rate as specified herein, provided he remains

on the job for the said four (4) hours or is permitted by the Employer to leave the job. Should such Employee have worked or remained on the job for the first four (4) hours of his shift, and then after one-half (1/2) hour meal period starts to work and through no fault of his own is unable to continue, he shall be guaranteed a minimum of eight (8) straight time hours provided he remains on the job for one and one-half (1 1/2) hours after the meal period or is permitted by the Employer to leave the job.

(f) The Employer and the Union may by mutual agreement at various times, and from time to time, change the starting, lunch and finishing hours of the work day.

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6. WORK WEEK

(a) The regular work week shall consist of no more than forty (40) hours per week, divided equally into five (5) days from Monday to Friday, inclusive.

(b) The Employer shall allow a maximum of fifteen (15) minutes time during the last hour of work for the storage and safe keeping of tools.

7. PAYMENT ON FULL HOURLY BASIS

Boilermakers shall be paid on a full hourly basis on all scheduled hours whether they work the full hour or any fraction thereof. Except that when a Boilermaker shall work during his one-half (1/2) hour lunch period he shall be paid on the basis of one-half (1/2) hour at double time and in one-half (1/2) hour increments for unscheduled overtime at the double time rate. It shall be the Employers responsibility to inform the Union in writing of the regular work schedule. Any changes or deviation in the normally scheduled hours must be reported to the Union before any unscheduled overtime is permissible.

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8. WAGES

(a) The base rate of wages for work under Article 5(a) and Appendix "C" to this Agreement shall be as follows:

Rates as of 1/1/10 1/1/11 1/1/12

Journeyman \$46.66 \$47.32 \$47.98

Assistant Foreman \$48.66 \$ 49.32 \$ 49.98

Foreman \$50.66 \$51.32 \$ 51.98

General Foreman \$52.66 \$53.32 \$53.98

(b) General Foreman, Foreman and Assistant Foreman shall be employed on a weekly basis as determined in Article 5 and 6, except during the initial and final payroll periods established as per Article 19 of this Agreement where they

shall be paid for time actually worked. The Employer shall not be required to pay a General Foreman, Foreman or Assistant Foreman for any such time as they are absent from the job.

Whenever the words "Gross Payroll" are used herein, only the wages under Sections (a) and (b) above are meant.

9. REPORT PAY

(a) Except as provided for in Article 5, Section (e), when an Employee is ordered to and does

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report for work by an Employer or his representative, and then, through no fault of the Employee, he is unable to start work, the Employer shall pay such Employee for two (2) hours time at the appropriate rate as specified herein, provided the Employee remains on the job during the said two (2) hours or is permitted by the Employer to leave the job. Should such Employee start working at 8:00 a.m., and through no fault of his own is unable to continue, he shall be paid for four (4) hours time at the appropriate rate as specified herein, provided he remains on the job for the said four (4) hours or is permitted by the Employer to leave the job. Should such Employee have worked or remained on the job for the four (4) hours between 8:00 a.m., and 12:00 noon and starts working at 12:30 p.m., he shall be paid only for each additional hour worked.

(b) The effect of weather upon job safety shall be reviewed by the shop steward, the foreman and the company representative who shall determine whether or not the job should continue. If it is determined that the job should continue, any Employee who unreasonably refuses to work as determined by the company representative, foreman and shop

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steward shall not be entitled to payment under the provisions of Article 5, section (e) and Article 9, Section (a).

(c) On jobs of one (1) day or less where Employees start to work, they shall be paid eight (8) hours pay at the appropriate rate, except on inclement weather days.

10. SUPERVISORS AND THEIR DUTIES

(a) The supervisors under this paragraph are General Foreman, Foreman and Assistant Foreman.

(b) The Employer may appoint a General

Foreman at any manning level, but must employ a General Foreman if more than fifty (50) Journeymen excluding supervisory personnel, are employed at any one job site by him.

(c) The Employer may employ as many Foremen as he chooses, provided, however, there shall be a Foreman on every job, who shall be a working Foreman on jobs employing thirteen (13) or fewer journeymen and a supervising Foreman that is allowed to assist in the performance of work on jobs employing fourteen (14) or more journeymen.

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(d) The Employer may employ as many Assistant Foreman as he chooses, provided, that an Assistant Foreman shall be employed as the eighteenth (18th) Journeyman on the job (exclusive of supervisory personnel).

(e) Instructions on a job site shall flow from the Employer's representative to the General Foreman, if one has been appointed, thence to the Foreman or Foremen and thence to the Assistant Foreman or Foremen, if employed. The Foreman or Assistant Foreman, if one is employed, shall give directions to the Journeymen.

(f) In the absence of a General Foreman, his duties shall be assumed by a Foreman chosen by the Employer's representative. This Foreman shall receive the General Foreman's rate of wages during the General Foreman's absence. In the absence of a Foreman, his duties shall be assumed by an Assistant Foreman chosen by the Employer's representative. This Assistant Foreman shall receive the Foreman's rate of wages during the Foreman's absence. In the event all supervisors are absent; the shop steward shall assume the Foreman's responsibility at the Foreman's wage rate.

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(g) When work takes place outside of regular, working hours, when thirteen (13) or fewer Journeymen are employed, it shall be necessary to have only one (1) supervisor and one (1) working shop steward present.

11. MINIMUM CREW

On any erection job there shall be a minimum of a Foreman and Three (3) Journeymen. The Business Manager may waive this provision, upon receiving a valid request from the Employer. When power equipment is employed, as many Boilermakers shall

be employed as necessary for the safety and security of life and property.

12. WELDING

(a) When a contractor shall deem it necessary to employ either a welding Foreman or a welding Assistant Foreman, he shall be a certified welder whenever possible.

(b) A Journeyman shall be employed to assist the first six (6) production welders and an additional Journeyman for each additional eight (8) production welders.

(c) The duties of a Journeyman shall be to service the welders, such as pulling cable, delivering

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wire, or other necessary work required to help the progress of the welding job.

(d) All nondestructive testing shall be performed by the Boilermaker. However, in such cases when specially qualified persons are required to perform and interpret such test, then the Boilermaker shall assist in the performance of such test.

13. TOOLS, TOOL ROOM PERSONNEL AND ATTENDANCE OF BULK AIR AND GAS SYSTEM: INVENTORY CONTROL, MOVEMENT OF CYLINDERS

On all jobs covered by this Agreement the twenty-third (23rd) Journeyman, exclusive of supervisory personnel, shall be employed as a Tool room man. But on jobs where pneumatic tools, large amounts of rigging and special equipment are used, it may be necessary to employ a Tool room man for less than the above number to service the above mentioned tools for the safety of men employed on the job and the general public. The tool room man shall be assigned by the Business Manager irrespective of his place on the out-of-work list. Such tool room man shall take all orders from the Foreman, shall do all the work necessary to insure maximum safety for the men on the job, and shall inspect, service and repair all tools

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and rigging to see that they are in first class condition and safe for use. If such tools and rigging are not safe for use, he shall report the condition to the Foreman, who in turn, shall be responsible for reporting the condition to the superintendent or resident engineer employed by the Employer. The tool room man shall maintain the bulk air and gas systems to see that the system is charged and periodically purged. He shall also be responsible for the movement of cylinders and inventory control.

14. APPRENTICES

(a) Apprentices shall be paid a percentage of the

Journeyman's rate as follows:

- Level 1 - 65%
- Level 2 - 70%
- Level 3 - 75%
- Level 4 - 80%
- Level 5 - 85%
- Level 6 - 90%
- Level 7 - 95%

(b) Apprentices are to be assigned to jobs sites at the rate of one (1) apprentice for every three (3) journeymen employed, except during unscheduled and emergency outages which shall be manned in accordance with the needs of the Employer as directed by the customer. An Employer may, but shall not be obligated to, employ a higher ratio of apprentices at any one site. Apprentices may be required to attend welding school one day, for each two weeks and shall receive one day's pay, eight (8) straight-time hours, for attending school. Written verification of attendance and written progress report of the student shall be given to the Employer's job site supervisor.

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15. PAID HOLIDAYS

(a) Except as provided in Article 8 Section (b), Section (a) and (b) of this Article 15 and in Article 21, Section (c), there shall be no paid holidays under this Agreement. All work done on New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day, and on Saturdays and Sundays shall be paid at the rate of double time. No man shall be instructed to report on any of these days without receiving a minimum of two (2) days pay, at straight time, provided he remains on the job or is permitted by the Employer to leave the job. In the event the work cannot be carried out on a holiday covered under this Article 15, Section (a) because of weather conditions, causing the job to close down, and then each man shall receive a minimum of four (4) hours pay at the double time rate.

(b) All Employees actively employed on jobs shall celebrate Christmas Eve Day and New Year's Eve Day, the Friday after Thanksgiving and Good Friday as paid holidays and shall receive full wages for the normal eight (8) hours day.

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(c) If any of the holidays listed in Article 15,

Section (a) fall on a Saturday or Sunday, it shall be celebrated on the following Monday and all provisions for premium time and show up time provided herein shall be applicable. If Christmas Eve or New Year's Eve falls on a Saturday or Sunday they shall be celebrated on the preceding Friday.

(d) Employees shall not be required to work more than (40) hours per week.

(e) The Employers shall give advance notice to Employees of overtime to be worked prior to 12:00 noon on the day the overtime is to be worked; except that the Employers shall give eighteen (18) hours advance notice to their Employees when overtime is to be worked Saturdays, Sundays and Holidays. The requirement of notice may be waived when permission is granted by the Business Manager of the Union or other Union Official acting on his behalf.

16. RADIATION AND CONTAMINATION

In the event an Employee is working on a job in a nuclear plant, where exposure to radiation contamination (under the applicable Nuclear Regulatory Agency guidelines and procedures) is

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received by the Employee, and the Employee accumulates the maximum allowable Roentgen before forty (40) hours respectively, then he shall receive not less than forty (40) hours pay.

17. WORK ON LABOR DAY

No work shall be performed on Labor Day, except with special permission from the Business Manager of the Union or other Union Official acting on his behalf. All work done on Labor Day shall be paid at four (4) times the regular rate, but no Employee shall be instructed to report for work on Labor Day without receiving a minimum of four (4) days pay.

18. LAYOFF RIGHTS OF EMPLOYER

Each Employer shall have the right to layoff Employees as the exigencies of the business may require. When men are laid-off on account of lack of work after working a portion of the day, including Saturdays, Sundays or Holidays, they shall receive a full days pay at the rate provided for herein and shall be paid on lay off by check or in cash.

19. PAYROLL WEEK

(a) The payroll week shall end at 4:30 p.m., on Tuesday, except that, where more than one shift is employed, the payroll week shall end

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at the conclusion of the first shift on Tuesday.

The Employer shall pay his Employees on

Thursday of each week by check or in cash.

(b) The Employer shall furnish Employees with a suitable I.D. card issued by or acceptable to Banks to facilitate the cashing of paychecks.

(c) If Thursday is a holiday, payday will be on Wednesday. If both, Wednesday and

Thursday are holidays, payday will be on the first workday following the Thursday holiday.

(d) The Employer shall be obligated to pay each of his Employees covered by this Agreement an amount equal to two (2) hours straight-time pay for each day that the Employee's weekly paycheck is not paid on the regularly scheduled pay day. The Business Manager may waive the provisions of this Article if, in his sole discretion, it is determined that acceptable extenuating circumstances prevail preventing the timely delivery of the weekly payroll checks.

20. DUTIES OF BUSINESS MANAGER OF UNION

It shall be the duty of the Business Manager of the Union to appoint all job stewards on every job, who shall be employed at all times during the operation of the job. However, a temporary steward

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shall be appointed by the men employed until such time a permanent one is appointed. No job steward shall act in the capacity of Foreman or Assistant Foreman except as provided in Article 10(f), hereof.

21. DUTIES OF STEWARDS

(a) The duty of all stewards is to monitor and assist in the implementation of this Agreement and of any applicable rules and regulations of Governmental entities, and to report to the Business Manager of Local Lodge No. 5 any infractions or violations that may come to his attention. If a job steward is discharged for calling attention to any of the terms of this Agreement, or to violations of the rules of any governmental regulatory authority with respect to safety, he shall at once be reinstated until the matter is brought before the Joint Trade Board and settled within twenty-four (24) hours.

(b) Stewards shall not by reason of their position as Stewards be exempt from the work required by Journeyman on the job site and shall work the full day of Journeyman except when specifically engaged in handling grievances of the Union and other recognized duties related to the successful prosecution and completion of the job. Stewards shall

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receive the regular Journeyman's rate of pay.

(c) On any job where there are twenty-five (25) or more Journeymen employed, the Steward shall be employed on a weekly basis as provided in Article 8 Section (b). This provision shall not apply to work done under Appendix "C" hereof.

(d) It is understood and agreed that the Steward's duties shall not include any matters related to referral, hiring or laying off of Employees.

22. SAFETY DEVICES, EQUIPMENT, SUPPLIES AND TOOLS NECESSARY FOR JOB

(a) The Employers shall supply such safety devices and sanitary facilities as required by the laws of the State of New York on jobs to provide for the safety and security of their Employees. The Employer shall also provide clean heated shanties of not less than four (4) square feet per man, for each Employee to change and store his clothing.

(b) The Employees shall be required to supply their own work gloves and striker necessary to perform the work.

(c) Such safety devices as safety goggles, burning goggles, welding shields, face
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shields, respiratory shields, helmet bands and liners shall be new equipment.

(d) It shall be the responsibility of the Employee to safeguard all equipment issued to him and to return same upon termination of his employment, for replacement if worn out, or on demand, as may be applicable. The cost of replacement of such equipment, if the Employee is not able to return it, shall be borne by him. Any Employee found working without the safety equipment issued to him may be temporarily suspended without pay until he either finds the equipment originally issued to him or replaces it at his own expense.

(e) The Employer shall comply with all Federal, New York State and New York City laws and regulations pertaining to Asbestos Exposure in the workplace. The proper removal and installation procedures are to be followed as well as the supplying to the Employee of approved safety equipment, protective clothing, respirators and any other such devices that are mandated for the protection of the Employee.

(f) All Employees shall utilize the MOST safety glasses program where practical.

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23. LOSS OF EMPLOYEE'S CLOTHING

The Employer shall be liable for loss of Employee's clothes not exceeding One Hundred and 50/100 (\$150.00) Dollars per Employee, provided, however, that the Employer shall not be so liable if he provides a locker measuring not less than 15" x 15" x 36" for each Employee, who shall provide his own lock, unless such loss is caused by fire as part of a general conflagration.

24. NOTICES

The Employers shall post in a conspicuous place all notices as required by the Labor Commissioner of the State of New York.

25. BACK PAY

Should an Employer at any time pay his Employee less than the rate of wages herein provided, it is agreed that he will pay such Employees all back pay due them and reasonable expenses to the Union as liquidated damages to cover expenses incurred by the Union in collecting such wages, if approved by the Joint Trade Board.

26. AMOUNT OF WORK TO BE PERFORMED

The amount of work an Employee may perform shall not be restricted by the Union, nor by its

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representatives, officers, or members and the use of the machinery, tools, appliances or methods shall not be restricted or interfered with under the terms of this Agreement. There shall be no contract, bonus, bit or task work, nor shall there be any limit on or curtailment of production.

27. NO-STRIKE CLAUSE

(a) The Union or its representatives shall not order a strike or stoppage of work until and unless an Employer refuses to abide by a decision rendered by the Joint Trade Board. An Employer shall not lock out Employees until and unless the Union or the Employees refuse to abide by a decision rendered by the Joint Trade Board.

The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs when combined action by all trades is officially ordered but no removal shall take place until formal notice is first given to the Secretary of this Association.

(b) There shall be no work stoppage because of jurisdictional disputes.

(c) Any other provisions herein to the contrary notwithstanding, the Union retains the right

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to strike in the event of a finding by the U.S. Department of Labor of a violation of the Davis-Bacon Act which remains unremedied or in the event of a similar unremedied, violation of applicable New York State or local laws found to exist by the Labor Commissioner of the State of New York.

(d) When requested in writing by the Business Manager or by the Representative of the International Union, the contractor will furnish a signed letter on Company stationary stating whether Employees working under this Agreement were involved on specific work assignments for which information is requested.

28. GRIEVANCE PROCEDURE

(a) All complaints, disputes and differences arising under this Agreement between the Association and the Union, or between any Employer and any Employee, shall be referred first to the Joint Trade Board, except those arising under Appendix "A". Should the Joint Trade Board fail to reach a decision, the matter shall then be referred to an Umpire, as set forth in Subsection (b) hereof.

The Joint Trade Board and the Umpire are

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hereby empowered to decide the matter at issue, such decision including, if appropriate, reasonable reimbursement for damages.

(b) The Association and the Union have formed the Joint Trade Board to exercise the powers enumerated in Subdivision (a) hereof.

The Joint Trade Board shall consists of not less than three (3) nor more than five (5) members to represent the Association and an equal number to represent the Union.

Members shall be appointed or selected to serve not less than one (1) year. The Joint Trade Board shall meet within forty-eight (48) hours after written request has been made to one side by the other to meet for a specific purpose.

In voting, the Association as such, and the Union as such, each cast an equal number of votes and in the event of a tie vote, or failure to reach a decision, the matter shall be submitted within three (3) business days to the New York State Board of Mediation, who shall act as the Umpire. Any and all expenses in connection with such submission shall be equally divided between and paid for the parties to this Agreement.

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

29. ASSIGNMENT DISPUTE AND JURISDICTIONAL DISPUTES

(a) In recognition of the work jurisdiction claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trade Organizations shall be handled in accordance with the procedure established by the National Building and Construction Trades Department. When jurisdictional disputes arise in the five (5) boroughs of New York City, the New York Plan for Settlement of Jurisdictional Disputes will be utilized.

(b) There shall be no work stoppage because of jurisdictional disputes except in the case of 25

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noncompliance with the National Joint Trade Board Procedural Rules. In such instance or instances any enforcement action taken must be approved specifically by the International President of the Union. It is understood, however, that a contractor will not be considered in noncompliance in the event another trade (or trades) claims jurisdiction over work, in which case it shall be considered as a bonified jurisdictional dispute.

30. PAYROLL DEDUCTIONS

(a) Under the terms of this Agreement, the Employer will make weekly payroll deductions of Field Dues and L.E.A.P. Campaign Assistance Fund voluntarily contributions as certified by the Union.

(b) Each Employee will be required to sign individual authorizations for such deductions. Copies of the aforementioned authorizations will be placed on file with the Employer and will specifically provide that the Field Dues may be revoked or cancelled in writing by the signing employee at any time after one (1) year from the date of signing or the expiration of this Agreement, whichever occurs sooner. The L.E.A.P. Campaign Assistance Fund may

be revoked at any time.

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(c) All amounts deducted by the Employers from the pay of the Employees for Field Dues and L.E.A.P., Campaign Assistance Fund shall be paid by the Employers to the Union monthly on or before the 15th day of the month following. The Union will indemnify and save harmless the Employers from any and all claims, losses and expenses, including attorney's fees by reason of their acting hereunder.

(d) It is stated to be the particular intent of and arrangements of the parties to provide for the above stated deductions of Field Dues of the Union in a manner complying in all respects with the National Labor Relations Act, as amended, but without requiring that the individual authorizations heretofore and hereafter filed shall comply with Article 3(a) of the Personal Property Law of the State of New York as amended.

31. BOILERMAKERS NATIONAL HEALTH AND WELFARE PLAN

(a) All Employers executing this Agreement either as members of the Boilermakers Association of Greater New York, Inc., or as individual Employers agree to be bound by the Declaration of Trust of the Boilermakers

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National Health and Welfare Plan Trust Agreement and any amendments thereof. Said Agreement and Declaration of Trust is incorporated by reference in this collective bargaining agreement as if affixed and made a part thereof.

Employers signatory to this Agreement shall make contributions to the Boilermakers National Health & Welfare Plan as of January 1, 2010 in the amount of Seven and 07/100 (\$7.07) Dollars per-hours-paid during the term of this Agreement. The Employer agrees to pay an increase of up to twenty five (\$.25) cents/hr per year during the second and third year of this Agreement, if the Trustees of the National Health and Welfare Fund request such increase.

(b) Employers working under the terms of this Agreement shall be bound by the minimum requirements set forth in the New York State Disability Benefits Law.

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32. LOCAL 5 WELFARE FUND

All Employers executing this Agreement either as members of the Boilermakers Association of Greater New York, Inc., or as individual Employers agree to be bound by the Declaration of Trust of the Boilermakers Local Lodge No. 5 Welfare Fund and any amendments thereof. Said Agreement and Declaration of Trust is incorporated by reference in this Collective Bargaining Agreement as if affixed and made part thereof. For the duration of this Agreement, signatory Employers shall make contributions to the Boilermakers Local Lodge No. 5 Welfare Fund in the amount of one (1%) percent of gross payroll for each employee covered by this Agreement. The Local 5 Welfare Fund shall continue to be administered by two (2) Trustees selected by the Employers, and two (2) Trustees selected by the Union. Said contributions are to be paid monthly and are due and payable no later than fifteen (15) days following the last payroll period of each preceding month. In addition, the salaried Officials and employees of the Union are covered under the Local 5 Welfare Fund.

33. BOILERMAKERS NATIONAL PENSION TRUST

All Employers executing this Agreement either as members of the Boilermakers Association of Greater New York, Inc., or as individual Employers agree to be bound by the Declaration of Trust of the

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Boilermaker-Blacksmith National Pension Trust Agreement and any amendments thereof. Said Agreement and Declaration of Trust is incorporated by reference in this Collective Bargaining Agreement as if affixed and made a part thereof. For the duration of this Collective Bargaining Agreement, signatory Employers shall make contributions per hour paid to the Boilermaker-Blacksmith National Pension Trust as follows:

<u>Classification</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Journeyman	\$ 9.11	\$ 11.47	\$ 13.84
Assistant Foreman	9.52	11.98	14.45
Foreman	9.92	12.49	15.07
General Foreman	10.33	13.00	15.68
Apprentice Level 1	5.93	7.46	9.00
Apprentice Level 2	6.38	8.03	9.69
Apprentice Level 3	6.84	8.61	10.38
Apprentice Level 4	7.29	9.18	11.07
Apprentice Level 5	7.75	9.75	11.76
Apprentice Level 6	8.20	10.33	12.45
Apprentice Level 7	8.66	10.90	13.14

Any additional increases required for Pension Fund during the term of this Agreement shall be paid out of the total existing

wage package. Said contributions are to be paid monthly and are due and payable not later than fifteen (15) days following the last payroll period of each preceding month. (b) The Union has elected, during the life of this Agreement, to reallocate to pension contributions a portion of the wage/benefit package previously allocated to wages. This has been done in order to cover increases in contributions effectuated by Amendment No. 1 of the Twelfth Restatement of the Boilermakers-Blacksmith Pension Plan. It is agreed, however, that should circumstances change during the life of this Agreement so as to reduce the minimum funding required by the Pension Trust, then the Employer and the Union shall address such decreases by modifying the wage/fringe benefits accordingly, resulting in no additional charges to the Employer.

34. VACATION FUND

All Employers executing this Agreement either as members of the Boilermakers Association of Greater New York, Inc., or as individual Employers agree to be bound by the Declaration of Trust of the Boilermakers Local Lodge No. 5 Vacation Fund and any amendments thereof. Said Agreement and Declaration of Trust is incorporated by reference in this collective bargaining agreement as if affixed and made a part thereof.

The parties hereto have established a Vacation Fund based on Employer contributions for each Employee covered by this Agreement. For the

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duration of this Collective Bargaining Agreement signatory Employers shall make contributions to the Vacation Fund in the amount of fifteen (15%) percent of gross wages for each Employee covered by this Agreement. Said contributions are to be paid monthly and are due and payable not later than fifteen (15) days following the last payroll period of each preceding month. Such fund shall continue to be administered in conformity with the provisions of Section 302C of the Labor Management Relations Act of 1947, as amended. The Vacation Fund shall be administered by two (2) Trustees selected by the Employers and two (2) Trustees selected by the Union. Unless otherwise consented to by an Employer, no more than ten (10%) percent of the Employees working for a single contractor who employs ten (10) or more men may take a vacation at anyone time. In addition, salaried Officials of the Union are covered under the Vacation Fund.

35. ANNUITY FUND

All Employers executing this Agreement either as members of the Boilermakers Association of Greater New York, Inc., or as individual Employers agree to be bound by the Declaration of Trust of the Boilermakers Local Lodge No. 5 Annuity Fund and any amendments thereof. Said Agreement and

Declaration of Trust is incorporated by reference in
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this collective bargaining agreement as if affixed and made a part thereof.

The parties hereto have established an Annuity Fund based on Employer's contributions for each Employee covered by this Agreement. For the duration of this Agreement such Employer's contributions shall be Seventeen (17%) percent of gross wages for each Employee covered by this Agreement. Said contributions are to be paid monthly and are due and payable not later than fifteen (15) days following the last payroll period of each preceding month. Such Annuity Fund shall continue to be administered by two (2) Trustees selected by the Employers and two (2) Trustees selected by the Union. In addition, salaried Officials of the Union are covered under the Annuity Fund.

36. FAILURE TO PAY PENALTIES

Once an Employer is notified by certified mail, return receipt requested, or by telegram that he is delinquent in his contributions to the Fringe Benefits Funds, Apprenticeship Fund, Dues Check-Off, Boilermaker Industry Promotion Fund, Boilermaker Local Lodge No. 5 Scholarship Fund or any other contractually required contributions, and does not respond positively by forwarding said contributions to the appropriate place of receipt within three (3) business days, the provisions of the No-Strike Clause
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shall not apply and the Union may legally initiate a strike. Section 198C of the New York State Labor Law mandates the timely payment of fringe benefits. In addition, the offending Employer shall be liable for payment of such fringe benefits, plus interest (equal to the six month Treasury Bill rate in effect of the date of the delinquency, to be adjusted at six month intervals from the initial date of the delinquency) together with reasonable costs of collection, including attorney's fees.

37. INSPECTION OF PAYROLL

The Business Manager of the Union, the applicable job stewards, together with a committee of not more than three (3) Journeymen employed on the construction site shall have the right to examine the boilermaker payroll of the Employer. The Business Manager or Union Official acting on his behalf shall have access to the work at all times; however, he shall comply with all general conditions of the job regarding passes, entrances to be used, and other matters covered by rules and regulations applicable to visitors.

38. SEPARABILITY AND SAVINGS CLAUSE

Any provisions of this Agreement which provide

for Union security or employment in a manner and to an extent prohibited by any law or determination of any governmental board or agency shall be and

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hereby is of no force and effect during the term of said prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force and effect, because of restrictions imposed by law, as determined either by Act of Congress or other Legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provision shall immediately become or remain effective during the remainder of the term of this Agreement. The Union reserves the right to renegotiate any of the provisions which may be of no force or effect. In the event that there shall be a change in applicable laws as to the Union security, the parties shall negotiate with respect to any provisions concerning Union Security.

39. MOST FAVORED TREATMENT

If the Union shall enter into agreement with any Association or Employer, or if an Association or Employer has rights under an area or International Agreement, which shall permit its members to be employed under terms and conditions more favorable to the Employers than the conditions contained herein, then such more favorable terms and conditions shall unless the parties otherwise agree, extend to the members of the Association for the period of any such other agreement, provided, that nothing in this Article 39, shall give to the Employers under this Agreement

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the right to perform work within its scope using labor not referred to them pursuant to Appendix "A" of this Agreement.

40. APPRENTICESHIP FUND

The Employer shall pay into the Northeast Area Apprenticeship Fund the sum of Fifty-Five (\$0.55) Cents per hour for each hour worked for the Employer by all Employees who are covered by this Agreement. The Employer further agrees to and shall be bound by the provisions of Appendix "B" relating to the said Apprenticeship Fund.

41. MOBILIZATION, OPTIMIZATION, STABILIZATION AND TRAINING FUND (M.O.S.T.)

(a) Effective September 1, 2006 the Employer agrees to contribute the apprenticeship contribution rate plus Twenty-Four (\$0.24) Cents per hour worked to the Mobilization, Optimization, stabilizing and Training Fund (M.O.S.T.). Effective July 1, 2010 the Employer Agrees to contribute an additional Five (\$ 0.05)

Cents to MOST and an additional Five (\$ 0.05) Cents January 1, 2011. The Employer agrees to and shall be bound by the Trust Agreement creating the Mobilization, Optimization, Stabilization and Training Fund (M.O.S.T.) and all amendments now or hereafter approved by the Board of Trustees. Said agreement and amendments are incorporated by reference and made a

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part of this Agreement as if affixed hereto.

These contributions fund the following

programs administered by M.O.S.T.:

Boilermakers National Reserve Center,

Common Arc Welding Program, and M.O.S.T.

Safety and Training Program, which includes

drug screening.

(b) Any increase or decrease shall be paid by the

Employer on the first (1st) day of the month

following notification from M.O.S.T. to the Co-

Chairman of the Boilermakers Association of

Greater New York, Inc.

42. BOILERMAKER INDUSTRY

PROMOTION FUND

(a) The Employer shall continue to maintain a

Boilermaker Industry Promotion Fund. The

Employer shall contribute to the Fund one half

of one percent (.005%) of the gross

payroll of all Employees covered by this

Agreement and its Appendix "C". Collection

procedures shall be the same as set forth for

the other funds, including penalties as more

fully described in Article 36 of this Agreement.

(b) The Industry Promotion Fund shall be used

to promote the welfare of the boilermaking

industry within the geographic jurisdiction of

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Local Lodge No. 5, and more specifically, to

make known the jurisdiction of the industry

and to promote the programs of industry,

education, training, administration of

Collective Bargaining Agreements, and

research and promotion; to stabilize and

improve employer-union relations; to promote,

support and improve the training and

employment opportunities of employees; and

to disseminate information about the kind,

quality and merits of the work done by the

industry, to make public the terms and

conditions of this Agreement in order to avoid

grievances and jurisdictional disputes; and to

provide expanded opportunities for

employment of journeyman boilermakers. No

part of said Industry Promotion Fund and no

part of the contributions thereto shall be used

for anti-union activities.

(c) The Industry Promotion Fund shall be administered by Trustees appointed solely by the Boilermakers Association of Greater New York, Inc.

(d) Contributions to the Boilermaker Industry Promotion Fund are to be paid monthly and are due in the Union Office no later than fifteen (15) days following the last payroll period of each preceding calendar month.

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43. BOILERMAKERS LOCAL LODGE NO. 5 SCHOLARSHIP FUND

(a) The Union shall maintain a Scholarship Fund. The Employer shall contribute one-half of one percent (.005) of the gross payroll of all Employees covered by this Agreement and of its Appendix "C" to the Boilermakers Local Lodge No. 5 Scholarship Fund.

(b) The purpose of the Scholarship Fund is to provide financial assistance to the natural or legally adopted children of the members of Local Lodge No. 5. Such monetary support shall be based on merit as evidenced by the results of competitive testing administered by the Scholarship Committee.

(c) Contributions to the Scholarship Fund are to be paid monthly and are due in the Union Office no later than fifteen (15) days following the last payroll period of each preceding calendar month. The procedure for the collection of delinquent contributions shall be the same as those set forth for the other funds, including penalties as more fully described in Article 36 of this Agreement.

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44. REFERRAL

(a) The parties acknowledge and agree that Appendix "A" Exclusive Referral of Men, currently in effect, and as amended from time to time, shall remain in effect for the period of this Agreement.

(b) Request for the special skills of certified welders (as a class) and Foreman shall be honored. Foreman may be requested by name by the Employer based on his knowledge and experience. Should the Business Manager of Local No. 5 believe that such a choice would not be in the best interest of productivity on a particular job site, he may in lieu of honoring such a request, submit a list of at least five (5) qualified candidates for the Employer's choice. The Employer has the

right to question the reasonableness and good faith of the Union's actions hereunder, and to file a complaint under Article 28 of this Agreement, from which he shall not be stopped even though he has chosen an alternate candidate from the aforementioned list submitted by the Business Manager. Any Employee who has not been referred to the Employer under the provisions of the Article shall not be covered by this Agreement.

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45. SELECTIVITY

The first two (2) Employees on a job shall be the Foreman, selected by the Employer, and the Steward, selected by the Business Manager, regardless of their positions on the out-of-work list. For a job covered by this Agreement, the Employer may select a maximum of five (5) additional Journeymen per shift from among the top fifty (50%) percent of registrants on the appropriate out-of-work list.

46. MAINTENANCE AGREEMENT

The parties acknowledge and agree that Appendix "C", Maintenance Agreement dated September 1, 2006 shall remain in effect for the period of this Agreement. This Appendix "C" intends to incorporate the substantive provisions of the NATIONAL POWER GENERATION MAINTENANCE AGREEMENT presently in effect and as amended from time to time to extent that its provisions are locally applicable. Any provisions to this new Construction Agreement, not specifically modified by Appendix "C", shall govern work done under Appendix "C".

47. GENDER

Any reference herein to the masculine, such as Journeyman is done for the sake of simplicity and shall apply equally to both male and female.

48. DURATION AND BINDING EFFECT

This Agreement and all the terms and conditions thereof shall be binding upon the parties hereto, their successors and assigns, for the period commencing September 1, 2006 and ending on December 31, 2009.

49. EXECUTION

The parties hereto hereby make and enter into

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this Agreement, IN WITNESS WHEREOF, WE, their duly authorized and empowered representatives have hereunto set our hands and seals as of this day,

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**BOILERMAKERS ASSOCIATION OF
GREATER NEW YORK, INC.**

By: _____

By: _____

By: _____

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
AFL-CIO, LOCAL LODGE NO. 5**

By: _____

By: _____

By: _____

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APPENDIX “C”

MAINTENANCE AGREEMENT

APPENDIX “C”

This **AGREEMENT** supplements the Agreement made as of the 1st day of September, 2006 between the **BOILERMAKERS ASSOCIATION OF GREATER NEW YORK, INC.** on its own behalf and agent on behalf of all its present and future members, hereinafter referred to as the (“**Employer**”) and the **INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, LOCAL LODGE NO. 5** hereinafter referred to as the (“**Union**”).

This Appendix “C” intends to incorporate the substantive provisions of the NATIONAL POWER GENERATION MAINTENANCE AGREEMENT presently in effect and as amended from time to time, to the extent that its provisions are locally applicable. All provisions of the New Construction Agreement that are not specifically modified by this Appendix “C” shall govern work done under this Appendix “C”.

ARTICLE I — SCOPE

1. This Agreement covers all work assigned by the Owner to the Employer and performed by the Employees covered by this Agreement.

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2. This Agreement does not cover work performed by the Employer of a new construction nature, in which event said work shall be done in accordance with existing building construction agreements.

3. The Union and the Employer understand that the Owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary on this project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

4. All subcontractors to the Employer under this Agreement shall abide by the terms and conditions of this Agreement.

ARTICLE II — DEFINITIONS

1. Maintenance shall be work performed for the repair, replacement, renovation, revamp and upkeep of property, machinery and equipment within the limits

of the plant property or other locations related directly thereto.

2. The word "repair", used within the terms of this Agreement and in accordance with maintenance is work required to improve and/or restore by replacement of parts of existing facilities to efficient operating condition.

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3. The word "renovation" used within the terms of this Agreement and in connection with maintenance is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.

4. The term "existing facilities" used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

5. In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this and/or other similar National Maintenance Agreements when such are to be implemented on the same project, the matter shall be referred to the National Maintenance Agreements Policy Committee, Inc., for resolution.

ARTICLE III — WAGES AND BENEFITS

1. The wage rates and fringe benefits set forth in the New Construction Agreement to which this Appendix is a part of shall be paid to all Employees working under this Agreement.

2. Any changes in wages and fringes as a result of local or area collective bargaining will be implemented in accordance with the effective date

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agreed upon in negotiations between the Local Union and Local Unions having jurisdiction over the area and a recognized bargaining agency of contractors in such area.

3. Welfare Funds, Apprentice Training Funds, Pension Funds and other monetary funds called for in the Local Union Agreement shall be paid in accordance with the Local Union Agreement.

4. The Employer agrees to be bound by and will sign all legally constituted trusts which have been established between Local Unions of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers and recognized bargaining agencies of contractors in the area.

ARTICLE IV — TRAVEL AND SUBSISTENCE

No subsistence, travel allowance mileage or pay for travel time will be paid to any Employee covered by the terms of this Agreement.

ARTICLE V — WORK HOURS PER DAY AND OVERTIME

1. Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday, inclusive, shall constitute a weeks work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be 46

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12:00 o'clock noon to 12:30 p.m.

When shifts are required the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7 1/2) hours and receive eight (8) times the regular straight time hourly rate plus twenty (\$0.25) cents. The third shift shall work seven (7) hours and receive eight (8) times the regular straight-time hourly rate plus fifty (\$0.50) cents. A thirty (30) minute lunch period shall be mutually agreed upon by the Job superintendent and the Union representative and shall not be considered as time worked.

2. All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturday, shall be paid at the rate of time and one-half. All time worked on Sundays and holidays shall be paid for at the rate of double time.

3. Employees shall be at the base of the structure at regular starting time. This provision shall be interpreted in a reasonable manner, under local circumstances, so as to result in neither excessive uncompensated time for the Employees or in excessive unproductive cost for the Employer.

4. If any other craft, employed by the same Employer or his sub-contractor in the plant on maintenance, repair, renovation or replacement is 47

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receiving double time wages in lieu of the time and one-half wage rate as set forth in this Agreement, the Boilermaker Employees will automatically be entitled to the double-time rate of pay during the period that aforementioned crafts are employed.

5. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

ARTICLE VI — APPRENTICES

The Union agrees that the needs of the plant maintenance may warrant differing apprentice ratios than those established. The Employer and the Union,

therefore agree to negotiate such ratios from time to time as the conditions warrant.

ARTICLE VII — CREW SIZE

The crew size shall be any number of men required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

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ARTICLE VIII — LOCK-OUT AND WORK STOPPAGE

During the term of this Agreement there shall be no lockout by the Employer and no work stoppages by the Union.

ARTICLE IX — HIRING AND TRANSFER OF MEN

1. The Employer agrees to hire men in any territory where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work being performed is to be performed. The Employer shall have the right to move qualified Boilermaker Foreman, Pushers and Employees from one job assignment to another within the plant location where they are working. The Employer shall have the right to transfer General Foreman between plant locations within the Local Union jurisdiction.

2. **SELECTIVITY** — The first two (2) Employees on a job shall be the Foreman, selected by the Employer, and the Steward, selected by the Business Manager, regardless of their positions on the out-of work list. For a job under the terms of this Agreement, the Employer may select a maximum of five (5) additional Journeymen by name from among the top fifty (50%) percent of registrants on the appropriate out-of-work list.

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3. **TRANSFER OF EMPLOYEES** — The Employer may transfer Boilermaker Employees on his payroll working under the terms of this Agreement from one maintenance job to another maintenance job being worked under the terms of this Agreement within the jurisdiction of the same Local Lodge, provided that the number transferred shall not exceed a total of six (6), consisting of a Foreman and five (5) additional Journeyman Boilermaker Employees.

The Employer desiring to utilize this transfer provision shall promptly notify the Business Manager of the Local Lodge having jurisdiction giving the name, classification and social security number of each Employee to be transferred. The Steward shall be selected by the Business Manager from the Lodge's out-of-work list, or he may elect to transfer the Steward from another maintenance job the same Employer is working under the terms of this

Agreement. After the Foreman and the Steward have been selected, the Employer may transfer the remaining Employees not to exceed five (5). Additional Employees required for the job will be obtained in accordance with the Referral Rules.

4. The Employer may utilize the provisions for selectivity and/or transferability, but he shall not be allowed to exceed the six (6) Employee limit for any one job.

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5. A transferred Employee will be allowed to be transferred back to the job he was transferred from, provided the job he was transferred to have been completed.

ARTICLE X — LAYOFF RIGHTS OF EMPLOYER

Each Employer shall have the right to lay off any Employee as the exigencies of the business may require. When men are laid off they shall be paid on layoff check or in cash, except that such payment may be effected by mailing checks on the following business day when layoff is unscheduled and takes place on late shifts, weekends or holidays.

ARTICLE XI — GRIEVANCE SAVINGS CLAUSE

Any provisions of this Agreement which are in contravention of any Federal, State, Local or County regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

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NOTES

A G R E E M E N T
Between the
**MOSAIC, TERRAZZO
AND CHEMICAL PRODUCT
DECORATIVE FINISHER MASONS
WORKERS ASSOCIATION
LOCAL NO. 7
OF NEW YORK
NEW JERSEY & VICINITY
INTERNATIONAL UNION OF BRICKLAYERS
-AND
ALLIED CRAFTWORKERS (BAC)
and
MARBLE, TERRAZZO
AND SPECIALTY CONTRACTORS
ASSOCIATION, INC.**

JULY 1, 2009 to JUNE 30, 2013



A G R E E M E N T
Between the
**MOSAIC, TERRAZZO
AND CHEMICAL PRODUCT
DECORATIVE FINISHER MASONS
WORKERS ASSOCIATION
LOCAL NO. 7
OF NEW YORK
NEW JERSEY & VICINITY
INTERNATIONAL UNION OF BRICKLAYERS
-AND
ALLIED CRAFTWORKERS (BAC)
and
MARBLE, TERRAZZO
AND SPECIALTY CONTRACTORS
ASSOCIATION, INC.**

JULY 1, 2009 to JUNE 30, 2013



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AGREEMENT made and entered into as of the 1st day of July, 2009 by and between the MARBLE TERRAZZO AND SPECIALTY CONTRACTORS ASSOCIATION, INC. (hereinafter referred to as the “Association”) for itself and its members, hereinafter referred to as the “Employers,” and the Mosaic, Terrazzo and Chemical Product Decorative Finisher Masons Workers Association Local No. 7 of New York, New Jersey & Vicinity of the International Union of Bricklayers and allied Craftworkers.

(Hereinafter referred to as the “Union” or Local 7.)

WITNESSETH:

WHEREAS, the parties hereto desire to promote and maintain harmonious relations between the Employers in the Terrazzo and Mosaic Industry and the Employees employed therein, and

WHEREAS, they desire to prevent strikes and lockouts and to facilitate a peaceful adjustment of all grievances, disputes and differences which may arise from time to time between and among them, and

WHEREAS, they desire to establish, maintain and regulate uniform terms, standards and conditions, under which employees covered by this Agreement shall be employed, and

WHEREAS, it is in the interest of all the parties that as many as possible of the Employers in the Mosaic and Terrazzo Industry in the New York, New Jersey & vicinity area operate under and are bound by a common form of contract with Local 7:

NOW, THEREFORE, in consideration of the premises, it is hereby mutually understood and agreed as follows:

ARTICLE I

Definition of Employer

For the purposes of this Agreement the term “Employer” is defined as any individual, firm, company, partnership or corporation engaged in the Mosaic and Terrazzo industry.

An ‘Employer’ shall maintain a permanent place of business with a business telephone. A “place of business” is defined as an office and/or shop for storing of tools, equipments and materials, which is not in any manner connected with or part of a domestic establishment. Furthermore, it shall be open to the public for business activities during normal business hours and whenever work is being performed within the said place of business by employees within the bargaining unit.

Each Employer stipulates that as a term of this Agreement he possesses adequate facilities and equipment to undertake and expeditiously complete jobs of 5,000 feet or more of flooring or base.

ARTICLE II

Recognition

The Association and Employers signatory hereto recognize the Union as the sole collective bargaining representative of the employees in the bargaining unit covered by this Agreement; and the Union warrants that it is the representative of a majority of the employees in such unit.

Inasmuch as the Union has submitted proof and the Association and Employers are satisfied that the Union represents a majority of the employees in the bargaining unit described herein, the Association and Employers recognize the Union pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive collective bargaining agent for all employees within the bargaining unit in all present and future job sites within the jurisdiction of the Union, until and until such time as the Union loses its status as the employees' exclusive representative as a result of an NLRB election requested by the employees. The Association and Employers agree that they will not request an NLRB election.

ARTICLE III

Jurisdiction

The jurisdiction of Local 7 extends to New York City, the State of New Jersey, Long Island, and the following counties in New York State: Westchester, Rockland, Putnam, Orange, Sullivan, Dutchess and Ulster. In New Jersey the counties of Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean, and Salem as well as the upstate counties of Sullivan, Dutchess and Ulster will be paid at the South Jersey Rate (see wage schedule).

ARTICLE IV

Description of Work

The work of the Mosaic and Terrazzo Workers consists of the following:

- (1) Cutting, splitting and shaping of all Marble, Domestic Glass, Structural and Stained Glass and Enamel, Venetian Enamel, Tile Ceramics and all other kinds of substitute material, natural or manufactured, which may be worked under the same method as Mosaic for the purpose of mounting on paper and applied on the jobs of Art Marble Mosaic, Venetian and Domestic Mosaic, Art Concrete, Silhouette Mosaic, Cosmati Mosaic, and all other type of work which may be classified as Mosaic or Terrazzo, also the setting of precast terrazzo, and reads, risers, bases and, etc., and to the extent permitted by the collective bargaining agreement between the Association and the United Marble Conference.
- (2) Mosaic work which is to be detached from a wall, floors or ceilings, or any other place for the purpose of resetting in the same or other place.

(3) Casting and/or precasting in any form whatsoever on all jobs of all cement terrazzo, Magnesite and Magnesite Terrazzo, Epoxy Terrazzo, Latex and Latex Terrazzo, Epoxy Resinous Flooring, Broadcast and Trowel Down Terrazzo, Textured Mosaic (Exposed Aggregate Vertical Surfaces), Rustic Terrazzo, all Etching of Terrazzo and all Caulking of Terrazzo, and all other similar materials, for the interior or the exterior of buildings and any other kind of plastic composed of chips of marble, granite, bluestone, glass, enamel, mother of pearl, trap rock, alundum and all other kinds of aggregates when mixed with cement, rubber, magnesite, magnesium-chloride or other binding materials, when used on floors, ceilings, stairs, saddles or any other part of the interior or exterior of buildings or any other structures, not considered part of a building, such as fountains, swimming pools, terraces, etc. The foregoing is intended to include all other substitutes that may be applied under the same method as Terrazzo.

(4) All bedding, scratchcoat or screedcoat, and the preparation, cutting, laying or setting of all metal, wooden, or other kinds of strips for floors, also wood grounds at top of base or wainscot up to 1/2" thick when fastened to a finished wall and forms and the laying and cutting of metal, strip, or lath or other reinforcements, where mosaic and terrazzo is to be applied. This also includes any patching of Terrazzo or Mosaic work.

(5) The finishing of cement floors, where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and trowelled or rolled into the finish and then the surface is ground by grinding machines, shall be under the jurisdiction of and performed by the Terrazzo workers.

(6) The parties recognize that as a result of research and development, new materials and processes are constantly being introduced into the Terrazzo Industry, supplementing and replacing traditional materials and methods. It is, therefore, agreed that all new materials and new processes constituting substitutions for traditional materials and processes in Terrazzo installations, and all phases of the foregoing work, shall be deemed as coming within the provisions of this section.

(7) All work herein described shall be done in strict accordance with the specifications of the National Terrazzo and Mosaic Association, Inc.

(8) All Terrazzo pre-cast less than 3/4 of an inch falls under the jurisdiction of the Terrazzo workers at the Terrazzo rate of pay. All precast Terrazzo that is 3/4 of an inch or above is the jurisdiction of the Marble Setter with the exception of Base that is being done in conjunction with the Terrazzo Flooring installation.

Notwithstanding the above, a terrazzo contractor may do any small job, involving six (6) team days or less of precast work. The Terrazzo Employer cannot break a job up into phases in order to satisfy this agreement. A "rule of reason" shall apply to the implementation and enforcement of these changes.

(a) The handling of all materials used for Mosaic and Terrazzo work as specified in Article IV of this Agreement.

(b) Preparing, mixing by hand, or by mixing machine and distributing, with shovel, rake, hoe or pail, all kinds of concrete, flash patching, underlayment, setting bed, and mortar fill foundations necessary for mosaic and terrazzo work; Resinous flooring, textured mosaic (exposed aggregate vertical surfaces) rustic terrazzo, all etching of terrazzo and all caulking of terrazzo, latex, mastic, site, monolithic, epoxy, and all similar materials and all precast terrazzo work in shops, on jobs, all scratch coat used for mosaic and terrazzo work and substitutes therefore, or any compositions used for such purpose; also the help with the sand bed, tar paper and wire lath.

The polishing, grinding, cleaning and finishing of same either by hand or by machine and such other works as listed as Mosaic and Terrazzo Local 7 B.A.C. helpers shall be allowed to assist the mechanics to spread sand bed, lay tar paper and lay wire lath.

The Union will establish a Resinous Finisher category for epoxy seamless flooring that will be eighty (80) percent of the Mechanics Pay. The ratio for this category shall not exceed one (1) finisher to three (3) mechanics.

ARTICLE V

Union Security

(A) It shall be a condition of employment that all present employees of the Employer covered by this Agreement, who are members of the Union on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the eighth (8th) day following the effective date or signing of this Agreement, whichever is later, become and remain members of the Union. It shall also be a condition of employment that all employees hired after the execution of this Agreement, shall, on the eighth (8th) day thereafter become and thereafter remain, members of the Union.

(B) In the event that Congress shall amend or change the applicable law so as to provide for Union Security more favorable to the Union and its members than herein above set forth, then the provisions of such new or amended law, when effective, shall automatically be incorporated herein.

Article VI

Conditions of Employment

(A) The Employer shall provide a suitable locker on each job for the workers' clothing and tools.

(B) The Employer shall furnish the Union or its designated representative a

Certificate of Compensation as evidence that all workers within the bargaining unit are properly insured for a period of not less than one (1) year.

(C) The Employer shall file with the Union the respective Federal Identification Number.

(D) When employees are working with an epoxy, polyester, or polyurethane, the Employers agree to furnish them with a reasonable amount of suitable protective clothing, cream, mask and proper ventilation. The Employer agrees to furnish employees performing exterior work with rain gear, when necessary.

(E) There shall be no discrimination in employment against any employee because of race, creed, age, sex, color, national origin, handicap, marital status, sexual orientation or affection preference, or religious beliefs.

(F) In the event the employee furnished by the Union fails to report for work, the Employer may assign anyone, regardless of their Union affiliation or occupation, to work in their stead for the day.

ARTICLE VII

Hours and Wages

(A) Seven (7) hours on each weekday from Monday to Friday, inclusive, shall constitute a day's work: specifically from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m. Thirty-five (35) hours shall constitute a weeks' work.

It shall be an Employer's option, after notifying the Union, to work seven (7) hour or eight (8) hour days at straight time. The seven (7) hour or eight (8) hour day selected must start on the first day of the job and shall continue for the duration of the job.

(B) To provide for a flexible start time, the Employer shall have sole discretion to start the work day at any time between 6:00 am and 9:00 am, provided that employees are given reasonable advance notice of any change in the hours. If a job starts at 7:00 am or earlier, the lunch period shall start between the hours of 11:00 am and 12:00 noon and shall not exceed a half hour. Employees are required to take a lunch period.

(C) Shift work is defined as a workday starting outside of the normal starting times and can be applied to an occupied building only. The union must be notified in advance so that it can verify that the job meets the criteria set forth.

The provisions of this article shall apply to all of the New York Territory and the following counties in New Jersey: Monmouth, Mercer, Middlesex, Somerset, Hunterdon, Union, Essex, Hudson, Bergen, Passaic, Morris, Sussex, Warren.

Shifts starting between the hours of:

(1) 12:01 Monday through 12:00 midnight Friday shall be paid at one and one quarter (1 ¼) times the straight time rate of pay for wages and fringe benefit contributions for the duration of the shift.

(2) 12:01 am. Saturday through 12:00 midnight Saturday shall be paid one and one half (1-1/2) times the straight time rate of pay for wages and fringe benefit contributions for the duration of the shift.

(3) 12:01 am Sunday through 12:00 midnight Sunday shall be paid at (2) times the straight time rate of pay for wages and fringe benefit contributions for the duration of the shift.

(4) Any work that is performed after the normal shift is completed will revert to normal overtime schedule.

(5) Travel

Travel expenses shall be paid at a rate of \$10.00 per day for remainder of the contract.

Employees working on jobs outside the geographical coverage of this Agreement shall be paid at the rate of \$15.00 per day. Payment of board on such jobs shall be whatever is actually incurred by the employees.

Traveling expenses to and from jobs on which board is paid shall be paid only:

- (1) When an employee starts a job;
- (2) When an employee completes a job;
- (3) When an employee is requested by the Employer to return to such job.

Employees who do not elect to travel to and from a board job each day shall be paid board for any holiday listed in Article X, which occurs while actually boarding away from home during a period where he is working on a job outside the geographical jurisdiction of the local.

Employees on board jobs may work an eight (8) working day, Monday through Friday, at straight time rates, if agreed to by a majority of members working on said board job.

On board jobs that may last for more than five (5) days, upon request of an employee, the Employer shall pay fare and one (1) week's board in advance.

Overtime

When necessary by the Employer, Owner, Architect or Builder deemed on a job, employees may be required to perform overtime work. Work performed outside of the regular hours or on the holidays enumerated in Article X on Saturdays or Sundays shall be considered overtime. Overtime shall be

paid at the rate of time and one-half (1 ½) for all overtime hours worked from Monday through Saturday. Overtime shall be paid at double the regular straight time hourly rate for all overtime hours worked on Sundays or on the holidays specified in Article X.

ARTICLE VIII

Payment of Wages

There shall be established a uniform work week starting Monday and ending Sunday which shall constitute a pay period.

All workers shall be paid no later than 3:00 p.m. each and every Wednesday on the job site for all work, labor and services rendered during the preceding pay period. Any employee leaving the job prior to 3:30 p.m. shall not be paid for time not worked. If wages are paid in cash they shall be enclosed in a pay envelope indicating the name of the Employer, the name of the employee, the date of the week covered and hours worked, the total amount of wages earned, Social Security and Withholding taxes deducted and all other deductions and expenses, if any, and showing the precise total of the money enclosed. If the worker is laid off, they must be notified one (1) hour before quitting time. The Employer may exercise the option of delivering the paycheck to the job one-half hour before quitting time without penalty.

Employers may pay by check if they receive permission from the Industrial Commissioner, State of New York, under the State Labor Law. The Union's consent may be withdrawn, however, if the Employer breaches any of the provisions of this Article.

Where payments of wages are made by check, the check shall be an "insured" check. All symbols on checks must be properly explained in writing to the employee.

Whenever an employee is paid by check and said check is not accepted promptly by the bank as immediately payable, the Employer responsible thereafter shall pay the said employee, at the employee's regular rate of pay, for each hour of delay incurred in receiving payment, provided that the total amount of payment due does not exceed the equivalent of two (2) days' wages.

Any employee who reports ready to start work when ordered by the Employer and is not allowed to start shall be paid for two (2) hours working time, unless the failure to start is due to conditions beyond the control of the Employer. In the latter event, however, the Employer shall reimburse the employee for

traveling expenses, if any.

Any employee who starts to work when ordered by the Employer shall be allowed to put in or be paid for not less than four (4) hours wages, and when allowed to work longer than four (4) hours but less than a full working day, he shall be paid a full day's wages unless the job is stopped because of conditions beyond the control of the Employer.

ARTICLE IX

Check-off/Local Dues

Check-off and Local Dues: The Employer shall deduct from the wages of each employee who has signed a check-off authorization conforming to federal law, and transmit monthly to the Union (or to any agencies designated by said Union for the collection of such money), the sum for each hour paid which the Union has specified, or specifies from time to time and so advises the Employer in writing, as the portion of each employee's Union dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to check-off. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each employee has been paid

ARTICLE X

Holidays

No work shall be performed on the following holidays: New Year's Day, President's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the Friday following, and Christmas Day, except as provided in Article IX hereof.

Holidays falling on a Saturday shall be celebrated on that Saturday. Holidays falling on a Sunday shall be celebrated on the Monday, immediately following.

Neither the Union nor the Employer shall close down a jobsite or declare the day before or after one (1) of the Holidays listed in Article X as an additional day or day off without the prior consent of a majority (51%) of all the Terrazzo workers working on the site on the last working day prior to the additional day or days off.

If Terrazzo Workers are working in locations outside of the jurisdiction of the Union, they must observe holidays in the locality where they are working.

ARTICLE XI

Hiring Help

The Employer is required to notify the Union at all times when in need of Mosaic and Terrazzo workers to permit the Union equal opportunity to furnish competent and qualified employees if available.

This shall not be construed to mean the Employer may not directly hire any member of Local 7.

The Employer may only employ those mechanics who have received full apprenticeship training and, therefore, are deemed qualified mechanics, or any individual who has been qualified as a mechanic after receiving an examination supervised by a committee from Local 7 and the Association.

In the event the employee furnished by the Union fails to report for work the Employer may assign anyone, regardless of their Union affiliation or occupation, to work in their stead for the day.

ARTICLE XII

Apprentices

There shall be a Joint Local 7 Apprenticeship and Training Committee (JATC) consisting of one (1) member designated from each craft Association and one (1) member designated by the Union to administer the Apprenticeship Training Program which shall meet at least semi-annually.

There shall be an Apprentice program maintained by the parties in conformity with federal and state Department of Labor approved standards. The Apprentice program shall run for four (4) years.

This Committee shall be empowered to enforce all rules and regulations concerning apprentices. The rules and regulations governing the working of Local 7 Apprentices shall be as follows:

- (1) All Employers desiring to hire an apprentice shall apply to the JATC.
- (2) The JATC shall assign all apprentices to the Employers. There shall be a 1-4 ratio on all jobs or revert to Project Labor Agreement (PLA) requirements.
- (3) If an Employer has four (4) or more Journeymen, the Employer may not lay off an apprentice, without approval from the JATC. If the Employer has

less than four (4) Journeymen, they may lay off an apprentice. However, for the good of everyone, every effort should be made for an Employer to keep and train an apprentice as long as possible.

(4) If an Employer is not able to keep an apprentice in its employ, the employer must notify the JATC at least two (2) weeks before they wish to terminate the employment, so that the Committee may have the opportunity to try and place the apprentice with another Employer.

(5) The Employer must give the apprentice training on every type of terrazzo work and not have him perform the same type of work consistently merely because the apprentice is proficient at it. If any Employer does not give the apprentice broad and comprehensive training, the JATC may remove the apprentice from the Employer and assign the Apprentice elsewhere.

(6) The apprentice will file a monthly report with the JATC Coordinator of Local No. 7 stating what types of terrazzo work the apprentice has performed for the past month and how much time the apprentice spent on each type of terrazzo work performed.

(7) An apprentice may only work for the Employer to which the JATC assigns them.

(8) The JATC shall have the final say as to whom and to which Employer the apprentice shall be assigned.

(9) Any disputes or deadlock that may arise in the JATC shall be settled by arbitration in accordance with Article XVI of this Agreement.

The Parties agree that the selection of apprentices shall be made without regard to race, color, creed, sex, age, religious beliefs, handicap, marital status, sexual orientation or affection preference, or national origin in accordance with all applicable state and federal laws governing apprenticeship training.

The following is the schedule of wages as expressed in percentages of the prevailing rate of Journeymen's pay which shall be paid to the nearest nickel. The Apprentice rate shall be based on the mechanics rate.

Hours of Experience	Wage Rate
750 Hours of Work	50% of Terrazzo Mechanic's Rate
1,500 Hours of Work	55% of Terrazzo Mechanic's Rate
2,250 Hours of Work	60% of Terrazzo Mechanic's Rate
3,000 Hours of Work	65% of Terrazzo Mechanic's Rate
3,750 Hours of Work	70% of Terrazzo Mechanic's Rate
4,500 Hours of Work	75% of Terrazzo Mechanic's Rate
5,250 Hours of Work	85% of Terrazzo Mechanic's Rate

5,251 – 6,000 Hours of Work 95% of Terrazzo Mechanic's Rate
6,001 - 100% of Terrazzo Mechanic's Rate

Allocation of the wages and fringe benefits will be at the discretion of the Union, provided however, that Employers are not required to make contributions to any benefit funds on behalf of apprentices for their first three (3) months (375 hours) of employment. The total package (wages and fringes) shall not exceed the apprentice's percentage category.

ARTICLE XIII

Foremen and Shop Stewards

Foreman:

On all jobs on which six (6) or more employees are employed, there shall be a working foreman employee who shall supervise the other employees. The Foreman shall receive twenty five (\$25) dollars per day from the Association Employers and an additional one (1) hour's straight time pay per day from independent employers for their services.

Shop Stewards:

Section 1.

A Shop Steward shall be present on all jobs having two (2) or more Terrazzo Mechanics. For the Association Employers the shop steward will be selected by the union from the current Association Employers workforce. For the Independent Contractors the shop steward will be the second person assigned to the job from the Unions Referral List. The steward shall not be discriminated against for the legitimate performance of his duties.

Section 2.

The duties of the Shop Steward at the jobsite shall be as follows:

(1) To inspect dues books and receipts for initiation fees and to report to the Local Union if a payment has not been made as required;

(2) To report violations of the working rules or the collective bargaining agreement, unsafe conditions and other jobsite disputes, to the foreperson or the Employer, and to report to the Field Representative if the condition or violation is not promptly corrected, or if the dispute is not promptly resolved;

(3) To assist any injured member in receiving proper and immediate care;

(4) To report to the President any work assignments falling within the recognized jurisdiction of this Local made to employees represented by another labor organization.

(5) The Shop Steward shall notify the foreman when lockers are supplied and whether they provide adequate protection for the Terrazzo workers clothing and tools

(6) The Shop Steward shall enforce the conditions of this Agreement and the terms of employment herein established. It is their duty to see that no work is performed during the normal lunch period and that no Terrazzo worker continues work after the end of the normal shift, except as provided by this Agreement

(7) If the Shop Steward is unable to promptly resolve a problem at the job, the Shop Steward shall contact the Local Union office as soon as possible. The Shop Steward shall not have the authority to order a work stoppage or interruption in the work progress.

(8) The Shop Steward shall perform their duties with the least possible inconvenience to the Employer. The Shop Steward's duty is to work as a Terrazzo worker and shall not use their position as an excuse to avoid the performance of their duties as a Terrazzo worker. The Shop Steward's duty is to look after the interest of the Employer as well as the union. The Shop Steward shall not be laid off without reasonable cause and without prior notification to the Business Manager or their representative.

ARTICLE XIV

Workmen with Financial Interest

No Employer shall knowingly permit any person who is a stockholder or bondholder or who is in any way directly or indirectly financially interested in the Employer's Terrazzo and Mosaic business enterprise, to engage in mechanical, assistant, or finisher work or to work with tools as a mechanic.

If an Employer charged with a violation of this Article before the Joint Trade Arbitration Board or before an arbitrator shall upon request produce relevant books and records for inspection and copying. If any Employer is found to have violated the provisions of this Article or shall refuse to produce such books and records as may be necessary to a determination of the dispute, the employer shall be subject to such sanctions and penalties as in the judgment of the Joint Trade Arbitration Board or arbitrator as may be required and provided for in Article XVI.

ARTICLE XV

Arbitration

Section 1 – Grievance and Arbitration Procedure New language approved by all associations

Disputes, complaints and charges arising out of or in connection with the interpretation and/or application of this Agreement shall be resolved in the following manner:

Step I – Any dispute, complaint or charge arising out of or in connection with the interpretation and/or application of this Agreement must be in writing and served on the Union and/or Employer representatives on a form approved by the parties by certified mail, return receipt requested within thirty (30) days after the dispute arose. All claims that are filed after thirty days shall be considered null and void unless waived by the Joint Trade Board in its sole discretion.

Step II – Within ten (10) business days after receiving notice of the dispute, the representatives of the Union and the Employer shall meet in an effort to resolve the dispute. The party that has filed the grievance has the burden of contacting the opposing party for the purpose of setting up such meeting.

Step III – (a) In the event that the parties cannot reach a satisfactory result of the grievance after fifteen days from the Step II meeting, then the Charging Party shall have the option to send, within fifteen days, a signed, written, demand, charge, or complaint on a form approved by the parties to the Secretary/Treasurer of the Union covering the craft in which the dispute arose. A copy of said demand must also be sent to the Union, or Employer, whichever party did not file the grievance, and if applicable, the individual member. All demands, charges, and complaints, and copies thereof, must be delivered by the Secretary/Treasurer of the Union personally or sent by certified mail, return receipt requested upon the party against whom the grievance is filed.

(b) Unless for good cause shown, a hearing on such demand, complaint, or charge, shall be held no earlier than one (1) calendar week after receipt of such written dispute, charge or complaint. The Joint Trade Board shall proceed to hear and determine all properly noticed and served disputes, charges, complaints, seeking an interpretation and/or application of the terms of the CBA.

Section 2 – The Joint Trade Board

(a) There shall be a Joint Trade Board consisting of two (2) members of the Union and two (2) members of the Association. A quorum shall consist of three

(3) members. Each party to the Joint Trade Board, Union and Association, shall have single unit vote

(b) There shall be one (1) Chairman and one (1) Secretary serving on the Joint Trade Board at all times. One (1) individual from the Union may serve as Secretary or Chairman. One (1) individual from the Association may serve as Secretary or Chairman. In no event may the Secretary and Chairman positions be filled with two (2) individuals from the Union or two (2) individuals from the Association. In no event may one (1) individual serve as both Secretary and Chairman. In 2009, the Chairman position shall be filled by a Union member and the Secretary position will be filled with an Association member. In 2010, from year to year thereafter, the position of Chairman and Secretary will alternate between a Union representative and an Employer representative.

(c) The Joint Trade Board is empowered to hear and determine any and all disputes, complaints and charges which seek to interpret or apply the provisions of the collective bargaining agreement over which it has jurisdiction brought before it pursuant to the procedures set forth in Section 1 above. The Joint Trade Board is empowered to hear testimony and review records and other evidence necessary to make a determination regarding the underlying dispute, charge, or complaint. The Joint Trade Board is empowered to waive the thirty (30) day limitation of time in which to commence a grievance in its sole discretion.

(d) The Joint Trade Board shall only have the authority and jurisdiction to interpret or apply the terms and conditions of this agreement and impose an appropriate penalty or remedy and shall be prohibited from adding to, subtracting from, or otherwise modifying or changing any term or condition thereof.

(e) Should an accused party fail to appear before the Joint Trade Board, after being summoned by certified mail, without an excuse satisfactory to the Joint Trade Board, the charge, complaint, or demand will be considered as sustained Default.

The unanimous unit decision of the Joint Trade Board shall be final and binding on all parties and may only be subject to enforcement or review in a court of competent jurisdiction pursuant to the applicable laws of the United States or the laws of the particular state in which the grievance arose.

In the event that a charge against an employer is brought before and determined by the Joint Trade Board, the penalty imposed shall be determined by a unanimous unit vote of the Joint Trade Board.

(h) In the event that the Joint Trade Board fails to reach a decision or is deadlocked, that is, there is a split in the unit vote, then the matter shall be submitted within twenty (20) days of the deadlock, in writing, by either party to the American Arbitration Association at its offices in the City of New York for a hearing and decision pursuant to its Labor Arbitration Rules. The award of the Impartial Arbitrator shall be final and binding on all parties. Costs of arbitration shall be borne equally by the parties. Such award shall be confirmed in a court of competent jurisdiction.

(i) An Arbitrator selected to hear and determine any dispute arising under this Agreement shall have authority and jurisdiction only to interpret or apply the terms and conditions of this Agreement and shall be prohibited from adding to, subtracting from, or otherwise modifying or changing any term or condition hereof.

(j) This Article shall not be construed to limit or affect the right of the Benefit Funds to pursue recovery of delinquent contributions in federal court.

Section 3

(A) The funds as a third party beneficiary of this agreement, reserves the right to submit to arbitration any dispute regarding fringe benefit contributions and payroll audit obligations. However, neither this right, nor resort to arbitration over any such dispute, shall be deemed a waiver of the Union's right to resort to any other remedy provided by law, including the right to strike, or the right of the Union or the Funds to seek available remedies in Court. Resort to one (1) remedy at one (1) time shall not be deemed a waiver of the right to resort to others at a future or subsequent time. In the event an arbitration award favorable to the Union or fringe benefit Funds is rendered regarding delinquent fringe benefit contributions or payroll audit obligations, such decision and award shall contain a directive that the Employer pay damages, including but not limited to interest, back pay, liquidating damages, penalties, arbitration fees per day for arbitration costs and expenses, plus reasonable attorney's fees. In any proceeding to confirm an award of the Joint Trade Board, service may be made by registered or certified mail, return receipt requested within or without the State of New York, as the case may be.

Section 4.

Any Union member or member of any of the Association, who presides on the Joint Trade Board and is directly involved in any case brought before the Joint

Trade Board shall withdraw from the Joint Trade Board until the case is settled and an alternate shall fill the temporary vacancy.

ARTICLE XVI

Good Faith

The Employer Association obligates itself and its members in good faith, to live up to all the provisions of the Agreement, it being understood, however, that the Employer Association shall in no event be deemed the guarantor or surety of a defaulting member and the failure of any individual member to pay any amount assessed as damages against it under this Agreement shall not be deemed a breach of this Agreement by the Employer Association or by any of its non-defaulting members.

ARTICLE XVII

Fringe Benefit Funds

(A) GENERAL PROVISIONS: Each Employer shall contribute monthly to the Mosaic and Terrazzo Welfare Fund (hereinafter referred to as the "Welfare Fund") and the Mosaic and Terrazzo Pension Fund (hereinafter referred to as the "Pension Fund") the amounts herein set forth. In addition to said amounts, the Union may allocate a portion of its wage increases to the Welfare Fund, Pension Fund, or the other Funds set forth in Paragraph (A) of this Article. Said allocation shall meet the requirements of the Employee Retirement Income Security Act ("ERISA"). Wages as defined in this Article shall include all wages of any type received by employees in the bargaining unit including wages received by all work performed under the jurisdiction of Local 7. Contributions shall be made for all hours paid for, except those to the Welfare Fund, including overtime hours, but contributions for overtime hours shall be paid for at the straight time hourly rate.

All contributions shall be made at such time and in such a manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the time books, payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the funds. Any Employer found, as result of an audit ordered by the Trustees of one of the fringe benefit funds, to have been substantially inaccurate in reporting, shall be charged the full costs of such audit.

WELFARE FUND: Each Employer shall contribute monthly to the Welfare Fund, in an amount to be agreed upon by the parties in the manner

provided herein, for each hour of employment of employees in the bargaining unit. Said contributions shall be used to provide death, hospitalization, medical, sickness and other similar benefits to eligible employees. The Welfare Fund shall be administered by a Board of Trustees consisting of four (4) Trustees, two (2) from the Employer Association, two (2) from Local 7. The Board of Trustees shall be empowered to and shall adopt such rules and regulations as may be necessary for the proper supervision of the said Fund and such rules and regulations shall be binding on the Employers.

(C) Disability Insurance: Disability Insurance, as required by law, shall be provided by each individual Employer for their employees covered by this Agreement.

(D) PENSION FUND: Each Employer shall contribute monthly to the Pension Fund in the manner provided herein, for each hour of employment of employees in the bargaining unit. Said contributions shall be used to provide pensions and other benefits for the benefit of eligible employees. The Pension Fund shall be supervised by a Board of Trustees consisting of four (4) Trustees, two (2) from the Employer's Association, two (2) from Local No. 7. The Board of Trustees shall be empowered to and shall adopt such rules and regulations as may be necessary for the proper supervision of the said Fund and such rules and regulations shall be binding on the Employers.

(E) SUPPLEMENTARY UNEMPLOYMENT INSURANCE FUND: In addition to the amounts provided in Paragraph (A) of this Article, each Employer shall contribute monthly to the Welfare Fund for Supplementary Unemployment Insurance Benefits, in the manner provided herein, for each hour of employment of employees in the bargaining unit.

(F) INTERNATIONAL PENSION FUND: The Employer will contribute monthly, the required amount per hour for each hour paid, to each employee in the bargaining unit to the International Pension Fund (overtime hours being treated as if they were straight time hours). In the event the International Pension Fund is terminated or reorganized or is held in default of minimum funding standards and the Pension Benefit Guaranty Corporation ("PBGC") or any other authority obligates the employers from time to time to either increase their existing collective bargaining contributions to the International Pension Fund, or to make additional contributions thereto then, in that event, the collective bargaining agreement between the parties will be amended effective upon the date the Employers are obligated by the PBGC or another authority to make the increased or additional contributions, to require the employees to bear

the burden of paying for the increased cost of the pension fund contributions by reducing the scale of wages paid by the amount equal to the increase or additional contributions determined to be due to the International Pension Fund by the PBGC or another authority.

Vacation Fund: The Association employer shall contribute monthly and the Independent Employer shall contribute weekly to the Mosaic and Terrazzo Promotion Fund the required amount for each hour of employment of covered employees to provide vacation benefits to eligible employees. Payments to the Promotion Fund shall be deducted from each covered employee's wages after taxes have been deducted by the Employer and shall be forwarded to the Promotion Fund on every pay day.

The Vacation Fund shall be supervised by a Board of Trustees consisting of four (4) Trustees, two (2) from the Employers' Association, two (2) from Local No. 7. The Board of Trustees shall be empowered to and shall adopt such rules and regulations as may be necessary for the proper supervision of the said Fund and such rules and regulations shall be binding on the Employers.

Vacation Fund contributions shall be accrued to each covered employee's accounts as of December 31st of each year. Vacation benefit checks shall be distributed on or before the 15th day of June of the following year.

(H) PROMOTIONAL FUND: Each Employer shall contribute, monthly, the required amount for each hour of employment to the Terrazzo & Mosaic Promotion Fund to promote the Mosaic and Terrazzo Industry, to encourage and increase the use of Mosaic and Terrazzo and to foster the common interest and general welfare of employees and all those engaged in the Mosaic and Terrazzo Industry.

The Terrazzo & Mosaic Promotion Fund shall be supervised by a Board of Trustees designated by the Employers' Association. The Board of Trustees shall be empowered to and shall adopt such rules and regulations as may be necessary for the proper supervision of the said Fund. Such rules and regulations shall be binding on the Employer. Local No. 7 shall designate two (2) representatives who may attend meetings of the Fund in an advisory capacity. The Terrazzo & Mosaic Promotion Fund has been created for the purpose of promoting the Mosaic and Terrazzo Industry, encouraging and increasing the use of Mosaic and Terrazzo by architects, owners, general contractors, and the building industry in general, and fostering the interests and general welfare of those engaged in the Mosaic and Terrazzo Industry.

Should any Employer fail to make the required Contributions to the Promotional Fund, the Union shall thereupon have the option to stop the work of such Employer until full payment is made of all contributions due.

(I) ANNUITY FUND: Each Employer shall contribute monthly to the Mosaic and Terrazzo Annuity Fund in the manner and amount provided herein, for each hour for which employees in the bargaining unit are paid. The Annuity Fund shall be administered by a Board of Trustees consisting of four (4) Trustees, two (2) from the Employer's Association, two (2) from Local 7. The Board of Trustees shall be empowered to and shall adopt such rules and regulations as may be necessary for the proper supervision of the said Fund and such rules and regulations shall be binding on the Employees.

(J) FUND: All contributions shall be made at such time and in such a manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the time books, payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the funds. Any Employer found, as result of an audit ordered by the Trustees of one of the fringe benefit funds, to have been substantially inaccurate in reporting, shall be charged the full costs of such audit.

ARTICLE XVIII

Fringe Benefit Contributions

(A) The Employers shall be required to make contributions in the required amounts into the Fringe Benefits Funds on all hours of work as provided in this Agreement, including any and all hours of work performed in our jurisdiction without limitation.

(B) Contributions shall be made by the Union on behalf of every present and future full-time salaried employee of the Union into the Welfare, Pension, Vacation and Supplementary Unemployment Benefit Funds on the same basis as the employees of the Employers herein, and the said employees of the Union shall, thereupon, be eligible to participate in each of the said Funds according to the plans therein provided. The obligation of the Employer to make contributions into the Fringe Benefit Funds, as set forth in this Agreement, shall be and is an entire one.

(C) Effective January 1, 2010 payment of all fringe benefit contributions from any signatory Employer shall be tendered through the purchase of contribution receipts via electronic means under the Contribution Receipt System ("CRS") to the Mosaic, Terrazzo and Chemical Product Decorative Finisher Masons Workers Association Local No 7 of New York and New Jersey Benefit Fund Office located at 45-34 Court Square, Long Island City, New York 11101.

Contract D214134

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Final for Execution - November 21, 2012

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(I) If there is a bona fide dispute as to whether an Employer has in fact failed to make payment in full of the amount of contributions due from him or as to the amount due, no strike action shall be taken against him until the matter and the extend of his default has been determined by a majority of the Board of Trustees at a duly convened meeting. Nothing in the paragraph, however, shall be deemed to permit an Employer to delay making payment of any portion of the amount of contributions not in dispute beyond the time set forth in Paragraph (D), above; and any default with respect thereto shall be subject to all of the provisions of Paragraph (D), including the withholding of labor from the delinquent Employer as therein provided.

(J) The Union shall notify the President of the Association by letter, fax or email, on the 30th day of each month, of the names of all delinquent contractors against whom action is being taken pursuant to the provisions of Paragraph (D) or (E) of this Article.

(K) An Employer shall not have fulfilled his obligation or obligations unless he shall have made payment of the amounts due to each and all of the said Funds and shall have submitted the reports required as aforesaid. The Union shall not have fulfilled its obligation under the Agreement unless it takes whatever action is appropriate including, at its discretion, withholding of workers from Employers who are delinquent in making payments or submitting reports as hereinabove provided to any one or more of the said Funds.

(L) The Union shall not fail to take action mandated by this Agreement against any Employer so long as the Employer is in default on any one or more of said Funds and notwithstanding that the said Employer may be in compliance with respect to some but not all of the aforesaid Funds. In the event the Union fails to discharge its obligation, as above defined, with respect to any delinquent Employer, it shall constitute a breach of this Agreement with all other Employers signatory to it, and the said other Employers may thereupon delay making payment of the amounts due by them into any of the said Funds

(M) Anything in this Agreement to the contrary notwithstanding, however, the amounts owed by and accruing from any Employer to the respective Funds shall in no way be diminished by the failure of the Union to take action against a delinquent Employer or during the period in which, by these provisions, they may be privileged to delay making payment of the amounts due by them hereinabove provided.

ARTICLE XIX

(A) During the term of this Agreement there shall be no strikes, slowdowns, picketing, stoppage of work or boycotts, except:

(2) It shall not be considered a breach of this Agreement and specifically of this Article if any employee or employees engage in an unauthorized quitting of work, refusal to work, slowdown, picketing, stoppage or boycotts without authorization from the Union. Furthermore, the Union shall not be held responsible for the unauthorized action of any of the employees.

The Association and Employers signatory hereto agree they shall not authorize any lockout of employees unless the Union or its members fail to comply by a majority decision of the Trade Board or any Arbitrator pursuant to Article XVI.

ARTICLE XX

A representative of Local No. 7 shall have the right to visit any job or shop which employs employees in the bargaining unit and while employees are working provided that the representative of Local No. 7 shall in no way interfere with the Employer's business or the conduct of the job.

When an Employer has any work specified in this Agreement to be performed outside of the area covered by this Agreement and within the area covered by an agreement with another affiliate of the BAC, the Employer agrees to abide by the full terms and conditions of the Agreement in effect in the job site area with respect to both traveling employees and employees hired in the job site area. Employees covered by this Agreement who are sent to projects outside the area covered by this Agreement shall be paid at least the established minimum wage scale specified in this Agreement but in no case less than the established minimum wage scale of the local Agreement covering the territory in which such work is being performed, plus all contributions specified in the job site local Agreement. The Employer shall in all other matters be governed by the provisions established in the job site local Agreement. If employees are sent to work on a project in an area where there is no local Agreement covering the work specified in this Agreement, the full terms and conditions of this Agreement shall apply.

(A) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any

device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when an Employer shall perform any work of the type covered by this Agreement at the site of a construction project, under its own name, as an alter ego or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

(B) All charges of violations of paragraph (A) of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided under Article XVI. As a remedy for violations of this Article, the arbitrator (or arbitration body) provided for in this Agreement is empowered, at the request of the Union, to require an Employer to: (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the affected joint trust funds established under the Agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the Trustees or by law. Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this section, nor does it make the same or other remedies unavailable to the Union for violations of other provisions of the Agreement.

(C) If, as the result of violations of the Article, it is necessary for the Union and/or Trustees or the Joint Trust Funds to institute court action to enforce an award rendered in accordance with paragraph (B) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountant's and attorney's fees incurred by the Union and/or the Fund Trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

ARTICLE XXIII

Most Favorable Employer

Recognizing that the Association is the paramount management authority in the Terrazzo Industry, the Union agrees that it will not offer to or enter into any contract with any non-member of the Association which shall provide for more favorable terms to such Employer, including rates of pay, working conditions or other conditions of employment that are provided in this Agreement.

Nothing herein contained shall be construed as restricting the right of the Union to enter into an agreement with any non Association member employer more favorable to the Union that is provided in this Agreement, except that the wage rates shall in no event, be either more or less than those herein provided.

ARTICLE XXIV

Conflicting Agreements

No By-Laws, resolution or working code, conflicting with this Agreement shall be adopted or enforced during the life of this Agreement without the consent of both parties hereto, and this Article shall be strictly adhered to by both parties.

ARTICLE XXV

Savings Clause

In the event that any provision in this Agreement is deemed to constitute a violation of any law, then and in such event, such provision to the extent and for such time only as it may be in violation, shall be deemed ineffective and unenforceable. The parties reserve the right to renegotiate any of the provisions which may be of no force and effect.

ARTICLE XXVI

Duration

This Agreement, with any amendments thereto, shall continue in full force and effect for a period of four (4) years beginning July 1, 2009 to June 30, 2013 and shall thereafter continue until either the employer or the Union notifies the other party by certified mail, return receipt requested, three (3) months in advance of its intention to terminate the Agreement or modify the terms and conditions herein and specifically states the changes it desires. Otherwise, this Agreement continues in full force on a year to year basis.

Pursuant to Section 8(d) of the National Labor Relations Act, where the Union or the Marble, Terrazzo and Specialty Contractors desire to terminate or modify this Agreement, the party desiring termination or modification of the Agreement must serve written notice by certified mail, return receipt requested, of the proposed termination or modification sixty (60) days prior to the expiration date of this Agreement. The party desiring termination or modification must notify the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days after such notice of the existence of a dispute, and must simultaneously notify the State agency established to mediate and conciliate disputes.

Effective Date: July 1, 2009

The Association binds its affiliates herein now and thereafter during the term of this Agreement. Any Employer, who performs work within the jurisdiction of the Association, must sign in the section referenced below. In addition, all Employers must provide their Federal Identification number as provided under IRS form W-9, "Request for Taxpayer Identification Number and Certification" as annexed here

[Redacted Signature]

Title:

[Redacted Title]

MICHAEL MAGNAN, PRES.

[Redacted Signature]

President

[Redacted Signature]

Secretary/Treasurer

For the Independent Employer
(Effective June 8 2009 through June 2, 2013)

The undersigned independent Employer acknowledges that it has read the Agreement between the Marble, Terrazzo and Specialty Contractors Association Inc of Greater New York and New Jersey and the Mosaic, Terrazzo and Chemical Product Workers of the International Union of Bricklayers and Allied Craftsmen, Local Union No. 7 (hereinafter the "Union"). The jurisdiction of this Agreement covers New York City, the State of New Jersey, Long Island, and the following upstate counties in the State of New York: Westchester, Rockland, Putnam, Orange, Sullivan, Dutchess and Ulster as set forth in the foregoing pages of said Collective Bargaining Agreement of which the independent Employer acknowledges it has received. The independent Employer agrees to abide and be absolutely bound by such Agreement or any modifications or amendments that maybe executed between the above parties during the term of said Agreement. The undersigned is affixing their signature in a dual capacity both on behalf of themselves and on behalf of the independent Employer and represents by their signature their authority to bind the firm, the principals and members thereof, as well as themselves.

This Agreement shall be effective for the period July 1, 2009 to July 1, 2013 for the Marble, Terrazzo and Specialty Contractors Association Inc of Greater New York and New Jersey. This Agreement and any amendments hereto shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one (1) party by registered or certified mail, return receipt requested, and received at least three (3) months prior to the expiration of this Agreement, and unless such notice is received within the time herein specified, this Agreement shall continue from year to year thereafter until termination by either party upon ninety (90) days advance written notice.

The Union shall maintain a list of Employer signatories to the collective bargaining agreement and agrees to supply the Associations with a copy of the current list of Employer signatories to the collective bargaining agreement upon signing of the contract and as additional signatories are added.

INDEPENDENT EMPLOYER SIGNATURE PAGE

Tappan Zee Hudson River Crossing Project
Contract D214134

Date: _____

Employer _____

Federal ID. No: _____

Name and Title: _____

Signature: _____

Corporate Address: _____

944

Telephone No.: _____

Fax No.: _____

E-Mail _____

Accepted by: Mosaic, Terrazzo and Chemical Product Decorative
Finisher Masons Workers Association Local No. 7 of New York,
New Jersey & Vicinity of the International Union of Bricklayers
and Allied Craftsmen (BAC)

BY: _____
Local Union No.7 Union Representative

Title: _____

WAGE ALLOCATION FOR TERRAZZO MECHANICS

Effective Date

Increase Due
Hourly Wage
Dues Check-off Local
Dues Check-off IU
Vacation
IU Pac Fund
Local PAC Fund
Defense Fund
Building Fund
Total deduction

FRINGE BENEFITS

Welfare
Local Pension
Annuity
IU Pension + PPA Surcharge
Supplemental Unemployment
IM
Promotion Fund
Labor Management
TOTAL BENEFITS
TOTAL PACKAGE
Travel Expenses per day

7/1/2009	1/1/2010	7/1/2010	1/1/2011	7/1/2011	1/1/2012	7/1/2012	1/1/2013
\$0.00	\$0.00	\$1.07	\$1.07	\$1.07	\$1.07	\$1.25	\$1.25
\$43.34	\$43.34						
\$1.43	\$1.43						
\$0.71	\$0.71						
\$2.00	\$2.00						
\$0.03	\$0.03						
\$0.02	\$0.02						
\$0.10	\$0.10						
\$0.10	\$0.10						
\$4.39	\$4.39						
\$12.90	\$12.90						
\$5.00	\$5.00						
\$5.00	\$5.00						
\$2.65	\$2.65						
\$2.00	\$2.00						
\$0.41	\$0.41						
\$0.10	\$0.10						
\$0.00	\$0.00						
\$28.06	\$28.06						
\$71.40	\$71.40	\$72.47	\$73.54	\$74.61	\$75.68	\$76.93	\$78.18
\$ 10.00	\$ 10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

Effective Date
 Increase Due
 Hourly Wage
 Dues Check-off Local
 Dues Check-off IU
 Vacation
 IU Pac Fund
 Local PAC Fund
 Defense Fund
 Building Fund
Total Deductions
FRINGE BENEFITS
 Welfare
 Local Pension
 Annuity
 IU Pension + PPA Surcharge
 Supplemental Unemployment
 IMI
 Promotion Fund
 Labor Management
TOTAL BENEFITS
TOTAL PACKAGE
 Travel Expenses per day

Wage Allocations for Terrazzo Grinders/Finishers

7/1/2009	1/1/2010	7/1/2010	1/1/2011	7/1/2011	1/1/2012	7/1/2012	1/1/2013
\$0.00	\$0.00	\$1.05	\$1.05	\$1.05	\$1.05	\$1.22	\$1.23
\$41.85	\$41.85						
\$1.40	\$1.40						
\$0.70	\$0.70						
\$2.00	\$2.00						
\$0.03	\$0.03						
\$0.02	\$0.02						
\$0.10	\$0.10						
\$0.10	\$0.10						
\$4.35	\$4.35						
\$12.90	\$12.90						
\$5.00	\$5.00						
\$5.00	\$5.00						
\$2.65	\$2.65						
\$2.00	\$2.00						
\$0.41	\$0.41						
\$0.10	\$0.10						
\$0.00	\$0.00						
\$28.06	\$28.06						
\$69.91	\$69.91	\$70.96	\$72.01	\$73.06	\$74.11	\$75.33	\$76.56
\$ 10.00	\$ 10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

SCHEDULE B

STANDARDS OF EXCELLENCE

The purpose of these Standards of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction Employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- > Provide a full days work for a full days pay;
- > Safely work towards the timely completion of the job;
- > Arrive to work on time and work until contractual quitting time;
- > Adhere to contractual lunch and break times;
- > Promote a drug and alcohol free work site;
- > Work in accordance with all applicable safety rules and procedures;
- > Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;
- > Respect management directives that are safe, reasonable and legitimate;
- > Respect the rights of co-workers;
- > Respect the property rights of the owner, management and contractors.

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors too safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under these Standards of Excellence. The affiliated unions will expect the following from its signatory contractors:

- > Management adherence to the collective bargaining agreements;
- > Communication and cooperation with the trade foremen and stewards;
- > Efficient, safe and sanitary management of the job site;
- > Efficient job scheduling to mitigate and minimize unproductive time;
- > Efficient and adequate staffing by properly trained employees by trade;
- > Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;
- > Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner;
- > Promote job site dispute resolution and leadership skills to mitigate such disputes;
- > Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in these Standards of Excellence.

**Local Union No. 7 Tile, Marble, and Terrazzo, AFL-CIO
Of New York and New Jersey**

AGREEMENT

JULY 1, 2009 Through JUNE 30, 2013

Between

**The MARBLE INDUSTRY
Of NEW YORK, INC. (M.I.N.Y.)
(Hereinafter referred to as the "Employer")**

**And
THE MARBLE CARVERS, CUTTERS
And
SETTERS UNION, LOCAL NO. 7 of the
INTERNATIONAL UNION OF BRICKLAYERS**

**And
ALLIED CRAFTSMEN
(hereinafter referred to collectively as the "Marble Setters")**

**And
THE COMPACT LABOR CLUB OF
MARBLE WORKERS, RIGGERS, CRANE
And
DERRICKMEN OF NEW YORK AND VICINITY, LOCAL NO. 7
of the INTERNATIONAL UNION OF BRICKLAYERS**

**And
ALLIED CRAFTSMEN
(hereinafter referred to collectively as the "Marble Finishers")**

**Local Union No. 7 Tile, Marble, and Terrazzo, AFL-CIO
Of New York and New Jersey**

AGREEMENT

JULY 1, 2009

Through

JUNE 30, 2013

Between

**The MARBLE INDUSTRY
Of NEW YORK, INC. (M.I.N.Y.)
(Hereinafter referred to as the "Employer")**

And

**THE MARBLE CARVERS, CUTTERS
And
SETTERS UNION, LOCAL NO. 7 of the INTERNATIONAL
UNION OF BRICKLAYERS**

And

**ALLIED CRAFTSMEN
(hereinafter referred to collectively as the "Marble Setters")**

And

**THE COMPACT LABOR CLUB OF
MARBLE WORKERS, RIGGERS, CRANE**

And

**DERRICKMEN OF NEW YORK AND VICINITY, LOCAL NO. 7
of the INTERNATIONAL UNION OF BRICKLAYERS**

And

**ALLIED CRAFTSMEN
(hereinafter referred to collectively as the "Marble Finishers")**



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THIS AGREEMENT is made and entered into effective as of the 1st day of July, 2009, by and between THE MARBLE INDUSTRY OF NEW YORK, INC. (M.I.N.Y.) (hereinafter referred to as the "Employer"), including their successors or assigns and including in such term such companies that are or may hereafter become members of the Employer Association, THE MARBLE CARVERS, CUTTERS AND SETTERS UNION, LOCAL NO. 7 of the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN (hereinafter referred to as the "Marble Setters") and THE COMPACT LABOR CLUB OF MARBLE WORKERS, RIGGERS, CRANE AND DERRICKMEN OF NEW YORK AND VICINITY, LOCAL NO. 7 of the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN (hereinafter referred to as the "Marble Finishers").

ARTICLE I: BARGAINING AGENT:

Recognition of Union: The Employer recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future jobsites within the jurisdiction of the Union, for the purpose of bargaining collectively as to wages, hours and other conditions of employment unless and until such time as the Union loses its status as the employee's exclusive representative as a result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB election unless required by applicable law.

ARTICLE II: UNION SECURITY:

All employees within the bargaining unit who are members of the Union on the execution day of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. All other covered employees under the work jurisdiction of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the 7th day following the date of their employment or the execution date of this Agreement, whichever is later. After the 7th day of employment, the Union shall accept employees hired by the Employer as members.

ARTICLE III: TERRITORY:

This Agreement covers greater New York, all of Long Island, the entire state of New Jersey and the counties of Westchester, Rockland, Sullivan,

Ulster, Dutchess, Putnam and Orange, provided the Union takes the necessary action to protect the work jurisdiction covered by this Agreement. Otherwise, this Agreement becomes null and void at the discretion of M.I.N.Y.

ARTICLE IV: CRAFT JURISDICTION:

The Union hereto agrees that the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the Union. The parties to this Agreement are subject and agree to be bound by all decisions and awards made by the Joint Arbitration Plan of the New York City Building Trades with respect to jurisdictional disputes which may arise under this Agreement, providing such decisions are in accord with the current jurisdictional determinations of record involving the AFLCIO Building and Construction Trades Department.

All erection of interior marble at the jobsite only and all other materials covered under this Agreement shall be performed under the exclusive jurisdiction of the Marble Setters Union.

All cutting, carving, drilling, setting of interior marble and/or stone at the jobsite and supervision of all work under the direction and control of the Employer are under the jurisdiction of the Marble Setters. This does not preclude members of the Marble Setters from handling and unloading their own material.

All handling of interior marble and all other materials covered under this agreement, at the jobsite, shall be performed under the exclusive jurisdiction of the Marble Finishers.

The operation of all interior cranes, derricks and all rigging for heavy work at the jobsite is the jurisdiction of the Marble Finishers. The supervision of and operation is the jurisdiction of the Marble Setters.

Work under this Agreement is understood to be all marble, granite, stone, aluminum honeycomb stone panels, and glass (except glass brick), processed imitation stone or marble, slate, soapstone work, precast concrete, slate tile, and all precast terrazzo used on the interior, beginning at the inside of the main line of the entrance of a building, also such marble used in connection with the entrance or storefront on the exterior, and also marble panels, cornice, stone columns, pilaster caps, bases, etc. named as a decorative feature of the exterior of a building, and also burning and welding in connection with

all of the above described work. Any marble contractor employing marble workers can perform up to and including six (6) days of ceramic tile work with marble workers.

ARTICLE V:

STONE TILE, "¼" THICK AND UNDER IN THICKNESS AND RELATED MATERIALS:

On all jobs involving the installation of stone floor tile and related materials, the total hourly amount of wages and fringe benefit contributions for employees shall be equal to that of tile setters and finishers as set forth under the existing collective bargaining agreements between the tile setters and finishers union, New York, BAC, and the Greater New York, New Jersey Tile Contractors Association, Inc.

Out of the foregoing wage and fringe benefit package, pension and welfare fringe benefit contributions, however, shall be paid to the Marble Funds at the contribution rate set forth in this Agreement and the remaining balance necessary to equal the total wage and fringe benefit package of the tile setters and finishers shall be allocated to wages and/or other fringe benefit contributions of the marble setters and finishers covered under this Agreement and shall be determined by the Union, with the consent of M.I.N.Y.

ARTICLE VI: HOURS OF WORK:

A regular work day shall consist of seven (7) hours, except that at the Employer's sole discretion, the regular work day shall consist of eight (8) hours at straight time pay, provided the Employer makes such an election at the start of the project and shall remain in full force and effect for the duration of the project.

The regular work day shall start at the sole discretion of the Employer between 7:00 A.M. and 9:00 A.M. The time so designated shall remain in full force and effect for the duration of the project.

ARTICLE VII: WAGES:

The wage rate per hour shall be in accordance with the annexed schedule of Wage Allocations and Fringe Benefits, effective July 1, 2009 through June 30, 2013.

Employees discharged at the jobsite during a full working day shall be paid sixty (60) minutes prior to such discharge. Employees leaving the work of

the Employer (not discharged) shall be paid on the regular pay day the amount due to their time of leaving. All Employees hereunder shall be paid wages in full weekly, no later than Thursday, in full sixty (60) minutes prior to quitting time. Employees shall be paid at the rate of a full day's wage on the starting day and on the day of discharge and no fractional part of a day shall be allowed except in overtime which shall be paid at the specified rate of wage. Employees leaving jobs of their own volition shall be paid only the full time worked.

It is agreed that if an employee has not received prior notification to the Employer and reports ready to work, such employee shall, except as hereinafter provided, be entitled to a day's pay. The employee shall not be entitled to compensation, however, if work is unavailable for reasons beyond the control of the Employer, including without limitation, flood, fire, power failure, strikes, walkouts, or acts of God.

If any employee starts work but due to circumstances beyond the control of the Employer, the employee is unable to continue to work prior to 12:00 noon, the employee shall be paid four (4) hours pay. If the employee works beyond 12:30 p.m., the employee shall be paid a full day's pay.

All wages and expenses shall be paid by check. Check payments are not permitted to be made through the mail, except for board jobs or for extenuating circumstances.

The Union shall be required to withdraw their members from a job in the event wages or fringe benefits contribution payments are not made in accordance with the Agreement. Marble Workers, if withdrawn from jobs because of unpaid wages and/or fringe benefit contributions shall be paid by the Employer for lost time to a maximum of two (2) days wages and fringe benefit contributions.

If an Employer's check for payment of wages or fringe benefit contributions is returned unpaid for insufficient funds or uncollected funds, the employee shall be entitled to an additional two (2) days pay, together with fringe benefits due on said two (2) days pay. Should any Employer have a wage payment or fringe benefit contribution payment returned by its bank for insufficient or uncollected funds, said employer shall henceforth make all payments required herein by certified funds.

The Employer shall deduct from the wages of each employee working within the jurisdiction of the Union and who has executed an assignment, such sum

as shall be certified in writing by the Financial Secretary/Treasurer of the Union to be the then current work dues as duly adopted by the Union, for each hour paid, which sum is the work dues due to the Union. The method of payment shall be as hereinafter provided in Article XX.

It is agreed that the appropriate written employee assignment authorizing the aforementioned deduction shall be for a specified amount and filed in the Fund Office and with each individual Employer.

Neither the Fund Office nor any Trust Fund shall have any control over the work dues, except to collect and immediately forward the amount to the Union with a copy of the report received from the Employer. Work dues deducted from an employee's wages are in no way to be construed as a fringe benefit. There shall be no comingling of monies received for work dues.

The Employer is permitted to pay wages and expenses by direct deposit to the employee's designated bank account provided the employee consents to the direct deposit method of payment.

ARTICLE VIII: FOREMAN:

Any Setter and Finisher designated by the Employer as Foreman at the jobsite shall receive an increase of \$25.00 per day over the rates heretofore mentioned during the time they are still employed from the commencement of the project to the completion of the project regardless of the length of day. Foremen will be designated when there are six (6) employees or more on the jobsite. The foreman shall be directly responsible to the Employer for the conduct of the employees under the foreman's direction. An employee will not be paid Foreman's wages if such employee should fail to perform the duties of the Foreman in accordance with past practice.

ARTICLE IX: HOLIDAYS & OVERTIME:

(a) The following holidays shall be observed: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any day following a Sunday holiday.

Employees cannot be penalized for taking days off for Religious or Cultural Holidays. If 50% of the employees on any jobsite choose to take off the day after Thanksgiving, that job can be shut down for that day without compensation for that day.

(b) No work is to be performed on Labor Day and Christmas Day. All work performed on the remaining observed holidays shall be considered as overtime.

(c) Overtime shall be paid at one and onehalf (1.5) times the straight time rate of pay for wages and fringe benefit contributions, except that work performed on Sundays and holidays will be paid at two (2) times the straight rate of pay for wages and fringe benefits. Work that exceeds the seventh (7) hour on Saturdays will be paid at double time only with the permission of the union. Permission to work after the seventh (7th) hour on Saturdays must be approved by the Union.

ARTICLE X: EMPLOYMENT PRACTICES:

The Employer shall be the judge of the competency of the Employee and shall be at liberty to employ and discharge with just cause whomsoever they see fit. The composition of manpower on the jobsite shall consist of an 80%-20% ratio that is, where five (5) or more Marble Setters are employed on a project, the first four (4) Marble Setters are selected by the Employer and the fifth (5th) Marble Setter shall be designated by the Union, if available.

Thereafter, the Employer shall select the sixth Marble Setter and the Union shall select the seventh Marble Setter, etc. going forth in similar fashion if additional Marble Setters are needed.

The same conditions will apply to the hiring of Marble Finishers.

If there are no Union members available for work, the Employer may employ such workers as they may see fit, providing seventy-two (72) hours written notice is given to the Union.

The parties to this Agreement agree that there shall be no discrimination with regard to employment because of race, sex, color, creed, religion, national origin, age, handicap, marital status, sexual orientation or affection preference in all employment decisions.

Marble workers shall be at liberty to work for whomsoever they see fit. The business agent does have the right to pull marble workers from any job to go over another job, after having advised the Employer beforehand and provided the Employer agrees.

ARTICLE XI: TRAVELING CONTRACTORS

When the Employer has any work to be performed outside of the area covered by this Agreement and within the area covered by an Agreement with another affiliate of the International Union of Bricklayers and Allied Craftsmen, the Employer agrees to abide by the full terms and conditions of the Agreement in effect in the jobsite area. Employees covered by this Agreement who are sent to projects outside of the areas covered by this Agreement shall be paid at least the established minimum wage scale specified in this Agreement, but in no case less than the established minimum wage scale of the local in the area.

This Agreement covers the territory in which such work is being performed, plus all contributions specified in the jobsite local Agreement. The Employer shall, in all other matters, be governed by the provisions established in the jobsite local Agreement. If employees are sent to work on a project in an area where there is no local Agreement covering the work specified in this Agreement, the full terms and conditions of this Agreement shall apply.

ARTICLE XII: APPRENTICE COMMITTEE:

There shall be a Local 7 apprenticeship committee formed, consisting of one (1) representative from the Employer Association and one (1) representative from the Union. The apprenticeship committee shall promulgate rules and regulations with respect to apprenticeship training which shall be in conformity with Federal, State and Local laws and guidelines and with the requirements of the New York State Bureau of Apprenticeship Training.

Apprentice Wages shall be as follows:

- * 1st 750 hours, 50% of the respective Journeyman's rate.
- * 2nd 750 hours, 55% of the respective Journeyman's rate.
- * 3rd 750 hours, 60% of the respective Journeyman's rate.
- * 4th 750 hours, 65% of the respective Journeyman's rate.
- * 5th 750 hours, 70% of the respective Journeyman's rate.
- * 6th 750 hours, 75% of the respective Journeyman's rate.
- * 7th 750 hours, 85% of the respective Journeyman's rate.
- * 8th 750 hours, 95% of the respective Journeyman's rate.

All benefits for the 7th and 8th increments are paid at full journeyman's benefits.

Employer contributions to the fringe benefit funds on behalf of apprentices shall be made based upon the apprentice's percentage of the Journeymen's rate of pay, except for Pension and Welfare contributions, which shall be at 100% of the Journeymen's rate for apprentices training.

Apprentices shall be paid for all holidays as noted in Article IX (a) while at 50%, 55% and 60% levels.

ARTICLE XIII: SCAFFOLDING and LADDERS:

Where the use of Scaffolding is required, the Employer shall furnish the proper scaffolding and ladders, in addition to, sufficient anchoring wire, dowels and other setting materials required to properly install the work. Also, a gang box shall be provided by the Employer for the protection of the employees tools and clothes. Where applicable, a dressing room or shed shall be provided.

The Employer shall furnish all drills and power tools. All carbide tip tools shall be furnished by the Employer. The Employer shall be responsible for the loss of any tools and clothing caused by Employer's negligence and such liability shall not exceed the sum of \$300.00. All such ladders, scaffolds and tools shall be in accordance with the rules and regulations of NYOSH and OSHA for replacement.

ARTICLE XIV: DELEGATES: Union officials and field representatives may enter upon any jobsite, at any time where members of the Union may be working provided, that they shall in no way interfere with the Employer's business or the conduct of the job.

ARTICLE XV: WORK AND SAFETY METHODS: There shall be no limitation as to the amount of work employees shall perform during their working day, neither shall any task orders be given or enforced by the Employer.

The use of machinery, pneumatic tools, appliances and methods shall not be restricted or interfered with (except where the operation of the same would impair the health of the workers).

All employees working at the jobsite shall be required to wear safety helmets and shoes.

When conditions warrant, in order to safeguard life and limb, Employer shall allow the necessary time for the proper removal of ladders, scaffolds, and working equipment before the end of each work period whenever employees are working on buildings. The same condition shall prevail on overtime work. Employees shall be allowed necessary time to pack tools and to reach locker rooms with equipment before the end of each work period.

It is the intention of all parties that every Employer, every Union, and every worker should comply in every way possible to eliminate hazards and meet all safety requirements.

ARTICLE XVI: SETTLEMENT OF DISPUTES:

Neither the Union nor its members, agents, representatives, or employees, or persons acting in concert with them, shall directly or indirectly incite, encourage, authorize, or participate in any strike, walkout, slowdown, sickout, or other work stoppage of any nature, whether or not the work stoppage or its cause relates to an issue that is subject to or covered by the grievance procedure contained herein. Nothing herein contained shall be construed as to prohibit any member of the Union to preserve its International Constitutional rights to honor any valid picket line or notice of strike established by a bona fide labor organization, except as provided by applicable law.

All grievances, complaints, or disputes between the Union and the Employer arising out of this Agreement or as to the meaning, interpretation, application or alleged violation of any provision or provisions of this Agreement shall be submitted in writing or by facsimile and the aggrieved party shall file a statement of grievance, complaint, or dispute with M.I.N.Y. The grievance, complaint, or dispute shall be submitted for final and binding determination to the Joint Trade Board to act as a Board of Arbitration. The Joint Trade Board shall also hear and determine disputes concerning alleged violations of any rules or decisions made by the Joint Trade Board.

- (1) The Joint Trade Board shall consist of representatives of the Union, who are authorized to act on behalf of the Union and the representatives of M.I.N.Y.
- (2) The Chairman and Secretary of the Joint Trade Board shall be the President and Secretary of M.I.N.Y., or their designated alternates.
- (3) The Joint Trade Board shall convene within seventy-two (72) hours at the request of the aggrieved party, after receipt of a written compliant

file by the aggrieved party, as provided in paragraph ten (10) hereunder.

The Joint Trade Board may formulate such rules as may be of mutual interest to the industry, which are not specifically set forth in the Agreement.

Each side shall be entitled to one (1) vote. Each side shall determine for itself how its vote is to be cast.

In case of a disagreement among the members of the Joint Trade Board, the matter shall be submitted to an impartial arbitrator designated by the American Arbitration Association for final and binding arbitration within forty-eight (48) hours after the Joint Trade Board fails to agree, upon demand of either party. The arbitrator shall have all the powers granted to arbitrators pursuant to the Civil Practice Laws and Rules of the State of New York.

(7) The decision of the Joint Trade Board regarding grievances, complaints and disputes arising from this contract shall be final, conclusive and binding upon the parties and not open to review, except upon presentation of new evidence mutually accepted as such by the Joint Trade Board, as justifying a reopening of the case before the Joint Trade Board.

(8) The parties further agree to be bound by the decisions and awards rendered by the Building Trade's Employers' Association of the City of New York made pursuant to the Joint Trade Arbitration Plan of the New York Building Trades Council ("New York Plan") adopted July 9, 1903, as amended, with respect to all jurisdictional disputes which may arise within the geographical jurisdiction of this agreement.

The Joint Trade Board shall have the power to summon before it any of the Unions or other members and their Employer signatory to this Agreement.

All grievances, complaints and disputes must be filed in writing or by facsimile, but no grievance, complaint or dispute will be entertained, and will be considered abandoned, if not filed within seven (7) days of the occurrence of the incident, except that the Joint Trade Board may waive the time limitation in any case.

- (11) Any decision or award of the Joint Trade Board or of the impartial arbitrator shall be final, conclusive and binding upon the parties and may be enforced as any other arbitration award in accordance with the laws of the State of New York.
- (12) Should an accused party fail to appear before a meeting of the Joint Trade Board, after being summoned by certified mail, return receipt requested or via facsimile, without an excuse satisfactory to such Board, the charges presented shall then be considered as sustained.
- (13) The Secretary of the Joint Trade Board must promptly send a copy of the Minutes of all Joint Trade Board meetings to the office of the Union within five (5) working days to such meeting.
- (14) The expense of any arbitration procedure shall be borne equally by M.I.N.Y. and the Union.
- (15) The decision or award of the Joint Trade Board or an impartial arbitrator shall provide appropriate relief against the party found to be in violation. The decision and award in each case shall further provide that in the event the Employer found to be in violation fails to comply with any direction contained in the decision and award, the Union signatory shall immediately withhold all employees from the Employer until he complies with all such terms of the decision and award.
- (16) If the Union herein thereafter fails to comply with the directions contained in the decision and award of the Joint Trade Board including specifically, the direction to withhold employees from an Employer found to be in violation until the Employer complies with said decision and award, any other Employer or Employers signatory to the Agreement shall have the option, individually or in concert, to abrogate all of the provisions of the said Agreement and to declare it null and void.
- (17) In the event a decision and award favorable to the Union or fringe benefit Funds is rendered regarding delinquent fringe benefit contributions, payroll audit obligations or any other violation of this Agreement, such decision and award shall contain a directive that the Employer pay contractual damages, including but not limited to back pay, injunctive relief, interest, reasonable attorney's fees and penalties, and audit costs. In any proceeding to confirm a decision and award of the Joint Trade Board, service may be made by registered or certified

mail, return receipt requested within or without the State of New York, as the case may be.

(1) Any Union member or member of M.I.N.Y., who presides on the Joint Trade Board and is directly involved in any case brought before the Joint Trade Board, shall withdraw from the Joint Trade Board until the case is settled and an alternate shall fill the temporary vacancy.

ARTICLE XVII: SUBCONTRACTING PROVISIONS:

If Employer hereunder subcontracts all or any part of the work covered under this Agreement to be performed at a jobsite regarding alteration, repair or construction of a building structure, or other work, it is agreed that the Employer shall subcontract the work covered under this Agreement only to a person, firm, or corporation agreeing in writing to comply with the provisions of this Agreement, and the work must be given to a Union signatory contractor.

ARTICLE XVIII: AFFILIATED AND/OR RELATED COMPANIES:

Section A:

In order to protect and preserve, for the employees covered in this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: if and when the Employer shall perform any work of the type covered by this Agreement at the site of a construction project, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

Section B: All charges of violations of Section A of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XVI this Agreement. As a remedy for violations of this section, the arbitrator (or arbitration body) provided for in Article XVI is empowered, at the request of the Union, to require an Employer to: (1) pay to affected employees covered by this

Agreement, including registered applicants for employment, the equivalent of wages, lost by such employees as a result of the violations, and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the trustees or by law. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this section; nor does it make the same or other remedies unavailable to the Union for violations of other sections or articles of the Agreement.

Section C: If, as a result of violation of the Article, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with Section B above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys, fees incurred by the Union and/or the fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

ARTICLE XIX: FRINGE BENEFIT PAYMENTS:

(SEE ATTACHED SCHEDULE FOR WAGE ALLOCATIONS & FRINGE BENEFIT INFORMATION)

(A) Employers of marble workers in each of the marble trades in the bargaining unit shall pay the contribution rate for each hour of employment of such Marble Workers to the MARBLE INDUSTRY TRUST FUND for the purpose of providing benefits for death, health, accident, hospitalization, medical, etc. for the benefit of Marble workers and their eligible dependents. The hourly rate of contribution shall be in accordance with the annexed schedule.

(B) Employers of covered employees in the bargaining unit shall pay the contribution rate for each hour of employment of such Marble Workers to the MARBLE PENSION TRUST FUND for the purposes of providing pension benefits to Marble Workers. The hourly rate of contribution shall be in accordance with the annexed schedule.

(C) Employers of covered employees in each of the Marble Trades in the bargaining unit shall pay the contribution rate for each hour of employment of such Marble Workers to an existing trust fund for the purpose of providing vacation benefits to Marble Workers. The hourly rate of contribution shall be in accordance with the annexed schedule. Payments are to be treated by the Employer as additional wages and taxes are to be deducted by the

Employer from the employee wages before the full amount of the contributions is paid to the Fund Office.

D) Employers of covered employees in the bargaining unit shall pay the contribution rate for each hour of employment of such Marble Workers to an existing trust fund for the purpose of providing VESTED ANNUITY BENEFITS to Marble Workers. The hourly rate of contribution shall be in accordance with the annexed schedule.

E) Employers of covered employees in the bargaining unit shall pay the contribution rate for each hour of employment of such Marble Workers to an existing trust fund for the purpose of providing ADDITIONAL SECURITY BENEFITS to Marble Workers. The hourly rate of contribution shall be in accordance with the annexed schedule.

F) Employers of covered employees in the bargaining unit shall pay the contribution rate for each hour of employment for such Marble Workers to an existing trust fund for the purposes of providing participation in the International Pension Fund, hereinafter called the Bricklayers and Trowel Trade International Pension Fund, and shall be provided in accordance with Article XX herein. The hourly rate of contribution shall be in accordance with the annexed schedule.

1. (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution to the above named International Pension Fund in accordance with the annexed schedules.

(b) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and 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.

(c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.

(d) The payment to the Pension Fund required above shall be made to the Bricklayers and Trowel Trades International Pension Fund, which was established under an Agreement and Declaration of Trust, dated September 22, 1994. Such payment shall be included in the purchase of receipts as provided in the next article.

2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will be in the future serve, as Employer Trustees, together with their successors.

3 The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

(G) Employers of Marble Workers in the bargaining unit shall deduct work dues as authorized by employees in the sum of 3 1/4% of the full contractual wage package for Local 7. Any such amounts so deducted shall be included in the purchase of contribution receipts as provided in the next article.

ARTICLE XX: FRINGE BENEFIT PROCEDURES AND PROTECTION:

Each of the foregoing trusts, except the Bricklayers and Trowel Trades International Pension Fund and the International Masonry Institute, shall be administered as heretofore by the Board of Trustees, with the Employer Trustees selected and appointed by M.I.N.Y. and the Union Trustees selected and appointed by the Unions, each having voting power.

Full time paid officials, or employees of the Union shall be eligible for welfare or pensions and other benefits provided payments are made on their behalf by the Union.

Methods of collection and administration of the various trusts shall at all times be under the protections, supervision and control of the Board of Trustees.

Payment of all fringe benefits contributions set forth in Article XIX above, shall be made through the purchase of contribution receipts under the Contribution Receipt System ("CRS") administered by the Marble Industry Fund Administrators. An employee shall immediately cease working for any Employer who has failed to enclose the proper weekly amount of contribution receipts in the employee's weekly pay envelope.

- (1) Employer contributions for all funds shall be through the purchase of prepaid contribution receipts. The contribution and administration of contribution receipts shall be under the control of the Board of Trustees of the respective funds. Contribution receipts shall be enclosed each week in the pay envelopes of the respective employees.

When an employee works for an Employer for more than one (1) weekly payroll period without receiving the proper weekly amount of contribution receipts and does not report the discrepancy to the Union, he employee shall immediately cease to be eligible for benefits until such time as a complete audit of the Employer's payroll is made to determine said Employer's Fringe Benefit liability, and payment in full for fringe benefits from said Employer is received on behalf of all employees by the Fringe Benefit Funds.

- (3) Subject to the provisions of Article VII, all payments for contribution receipts shall be by check for members of M.I.N.Y. All payments by independent Employer's shall be by certified check, cashier's check or money order. No contribution receipts shall be furnished to any delinquent Employers. Any Employer whose check is returned for insufficient funds or cancellation shall thereafter pay by certified check.

- (4) Any employee who does not receive contribution receipts by one (1) hour before the end of the work day shall be entitled to two (2) hours additional wages and fringe benefits at double time rates. The employee shall return the next morning and report to the job for two (2) days and be entitled to pay for two (2) days if the employee stays on the job without receiving their pay for the two (2) days hereinbefore mentioned, except upon a decision by the Joint Trade Board of circumstances beyond the Employer's control. This payment shall not be in addition to penalties for unpaid wages and fringe benefit contributions via contribution receipts as provided for herein.

The Union shall not permit their members to work for any Employer or person who as an individual, partner, or employee of a partnership, or as an officer, stockholder, or employee of a corporation has not paid when due, wages to Marble Workers or money payable to the Fringe Benefit Funds referred to in Articles XIX and XX, and who thereafter seeks to employ such Marble Worker employees or supervises workers either directly or as a partner or employee or another partnership or as an officer, partner, or employee of another corporation or as a joint venture.

- (6) All of the books and records of each Employer deemed pertinent by the Trustees, shall be made available for inspection, copying and audit by the accountants of the Fringe Benefit Funds. Any Employer whose account with the above funds is found upon regular or special audit ordered by the Trustees to be delinquent shall be charged with the full cost of such audit, in addition to the fringe benefits delinquency, as well as interest from the date due at the rate charged prime, plus 3%. If the fringe benefit delinquency is due to the unintentional mistake of the Employer, the Joint Trade Board, in its sole discretion, may waive the additional charges and assessments if warranted. If a legal action or arbitration proceeding is necessary to obtain the audit or collect the amount indicated to be due in fringe benefits, then there shall be added liquidated damages at 20%, interest, reasonable attorney's fees at 20% and actual audit costs. Such interest payments, liquidated damages, attorney's fees, and audit costs shall be borne equally by the Employer involved and the Union.

- (7) Where an employee and Employer are found by the Joint Trade Board to have evaded the payment of fringe benefits and union contributions by paying in cash or equivalent or by failure to attach contribution receipts for fringe benefits to pay envelopes or to receive same by employees in pay envelopes respectively or to any similar arrangement between the Employer and the employee, the Employer shall be fined for failure to include proper contribution receipts in weekly pay envelopes. The Union shall be obligated to bring charges against the employee involved and, if found guilty, the employee shall be fined for failing to report not receiving the required contribution receipts in their weekly pay envelopes. Where an Employer is found by the Joint Trade Board to have evaded the payment of fringe benefit contributions, the fine imposed by the Joint Trade Board shall be paid to the Marble Industry Welfare Fund.

ARTICLE XXI: UNION MEMBERS AS CONTRACTORS:

Any person subject to the provisions of this contract who works in the trade jurisdiction of the Union and has a financial interest in a company, either direct or indirect, which is signatory to this Agreement, whether the interest be as sole proprietor, or relation, partner, shareholder, or some similar financial interest, shall pay union dues on the basis of a minimum of one hundred sixty (160) hours per month for the duration of this Agreement and shall contribute to the fringe benefit funds in the same manner or, in the

alternately, contribute to a maximum of hours worked above the one hundred sixty (160) hours per month for the duration of this contract, if it can be shown that such work exceeded one hundred sixty (160) hours per month.

**ARTICLE XXII: SEVERABILITY –
NO CONFLICTING AGREEMENTS:**

No bylaws, resolutions or working rules conflicting with this Agreement shall be adopted or enforced by either the Employer or the Union during the term of this Agreement without the consent of the parties hereto.

Any provisions of the Agreement that may be found to be unlawful shall immediately be eliminated without in any way affecting the remaining provisions.

Independent Employer's signatory to this Agreement shall be bound by the terms and conditions of this Agreement, in addition to any amendments, modifications, extensions and/or renewals entered into between the Employer and the Union during the term of this Agreement.

ARTICLE XXIII: MOST FAVORED EMPLOYER:

The Union agrees that in the event it provides more favorable terms to any individual Employer signatory to this Agreement or enters into any contract with and/or permits any individual Employer within the territorial jurisdiction of the Union to work under more favorable terms for such Employer, including rates of pay or conditions of employment than are provided in this Agreement, it will and hereby does authorize the members of M.I.N.Y. and any Employer represented by the Association, to adopt such more favorable terms at their option. Such more favorable terms and conditions will immediately and automatically become a part of this Agreement.

ARTICLE XXIV: MANAGEMENT RIGHTS:

The Union recognizes and agrees that the Employer reserves and retains the sole and exclusive right to manage its operations and to direct the working force except to the extent that the express provisions of this Agreement specifically limit or qualify this right.

These rights include, but are not limited to, the following: directing the jobsite work force, including hiring of personnel, selection of all supervisory employees, selecting material and equipment to be used or installed, utilizing any work methods, procedures, techniques of construction, or laborsaving

devices or machines, establishing job site rules and regulations, determining when overtime work is required, and who shall perform overtime work, designation of work to be subcontracted, and selection of all subcontractors, determining the number of men and craft supervisory personnel required to perform the work.

ARTICLE XXV: DEFINITION OF EMPLOYEE:

The term "employee" as used in this Agreement, shall not include anyone in a supervisory capacity or other representative of management or any person who is a stockholder or is in any way directly or indirectly financially interested in the Employer's business enterprise with the exception of the one hundred sixty (160) hour provision as referenced in Article XXI.

ARTICLE XXVI: DURATION AND TERMINATION:

This Agreement shall be effective for the period July 1, 2009 to June 30, 2013. This Agreement and any amendments hereto shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party by registered or certified mail, return receipt requested, and received by the other not later than March 30, 2009 or March 31st of any succeeding year. The Union shall maintain a list of Employer signatories to the collective bargaining agreement and agrees to supply the Association with a copy of the current list of Employer signatories to the collective bargaining agreement on signing of the contract and as additional signatories are added.

Pursuant to Section 8(d) of the National Labor Relations Act, where the Union or M.I.N.Y. desire to terminate or modify this Agreement, the party desiring termination or modification of the Agreement must serve written notice by registered or certified mail, return receipt requested of the proposed termination or modification sixty (60) days prior to the expiration date of this Agreement. The party desiring termination or modification must notify the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days after such notice of the existence of a dispute, and must simultaneously notify the state agency established to mediate and conciliate disputes.

This Agreement shall be binding upon and shall inure to the benefit to each party herein, and any successor thereto resulting from a merger, consolidation or other reorganization or restructuring.

Effective Date: July 1, 2009

MARBLE INDUSTRY OF NEW YORK, INC.
(M.I.N.Y.)

By:

President

MARBLE CARVERS, CUTTERS AND SETTERS UNION,
LOCAL NO. 7 OF THE INTERNATIONAL UNION OF
BRICKLAYER AND ALLIED CRAFTSMEN and THE
COMPACT LABOR CLUB OF MARBLE WORKERS,
RIGGERS, CRANE AND DERRICKMEN OF NEW YORK
AND VICINITY LOCAL UNION NO. 7, TILE, MARBLE, AND
TERRAZZO, AFL-CIO.

By:

President

AGREEMENT BY INDEPENDENT EMPLOYER

The undersigned Employer acknowledges that it has read the Agreement between the Marble Industry of New York, Inc., (M.I.N.Y.), the Marble Carvers, Cutters and Setters Local Union No. 7 of New York and the Compact Labor Club of Marble Workers, Riggers, Crane and Derrickmen of New York and Vicinity, Local No. 7. The jurisdiction of this Agreement covers greater New York, all of Long Island, the entire state of New Jersey and the counties of Sullivan, Ulster, Dutchess, Putnam and Orange as set forth in the foregoing pages of said Collective Bargaining Agreement of which the independent Employer acknowledges it has received, and agrees to abide and be absolutely bound by such Agreement or any modifications or amendments that may be executed between the above parties during the term of said Agreement. The undersigned is affixing its signature in a dual capacity, both on behalf of itself and on behalf of the Employer, and represents by its signature its authority to bind the firm, the principals and members thereof, as well as itself.

It shall be the duty of the Union appointed shop steward to file timely, complete and accurate shop steward's reports with the Union and the Fund office on forms provided by the Union for this purpose. The Employer agrees that the shop steward will not be discharged until after proper notification has been given to the Union. Further, when employees are laid off, the shop steward will be the last employee laid off, provided the shop steward is capable of performing the work in question; it being understood and agreed that the shop steward's duties shall not include any matters relating to referral, hiring or termination of employment. The Union agrees that these functions of the shop steward shall be carried out in such manner that does not interfere with the performance of work for the Employer by the shop steward or other employees on the job.

In addition, the independent Employer agrees that when two (2) employees are employed on a job within the marble craft of Local No. 7, one of those Local No. 7 employees shall be assigned by the Union and shall be a shop steward and shall remain on the job until completed. Thereafter, a hiring practice of a 50%- 50% ratio shall apply on any additional manpower.

Pursuant to Section 8(d) of the National Labor Relations Act, where the Union or Independent Employer desire to terminate or modify this Agreement, the party desiring termination or modification of the Agreement must serve written notice by registered or certified mail, return receipt requested of the proposed termination or modification sixty (60) days prior to the expiration date of this Agreement. The party desiring termination or modification must notify the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days after such notice of the existence of a dispute, and must simultaneously notify the state agency established to mediate and conciliate disputes.

Date: _____

Federal ID. _____

Signature and Title: _____

Individually Signed: _____

Address: _____

Telephone _____

No.: _____

Facsimile _____

No.: _____

Accepted by: THE MARBLE CARVERS, CUTTERS & SETTERS UNION, LOCAL UNION NO. 7, TILE, MARBLE, AND TERRAZZO, AFL-CIO and THE COMPACT LABOR CLUB OF MARBLE WORKERS, RIGGERS, CRANE AND DERRICKMEN OF NEW YORK AND VICINITY, LOCAL UNION NO. 7, TILE, MARBLE, AND TERRAZZO, AFL-CIO.

Local Union No. 7 Union Representative

SCHEDULE A

WAGE ALLOCATION FOR MARBLE FINISHERS

July 1, 2009 though June 30, 2013

Effective Date

Increase Due
Hourly Wage
Dues Check-off
Vacation
IU Pac Fund
Local PAC Fund
Defense Fund
Building Fund
Total Deductions

7/1/2009	7/1/2010	7/1/2011	7/1/2012	7/1/2013
\$0.00	\$0.00	\$1.00	\$1.00	\$0.90
\$41.30	\$41.30			
\$1.97	\$1.97			
\$4.55	\$4.55			
\$0.03	\$0.03			
\$0.07	\$0.07			
\$0.05	\$0.05			
\$0.10	\$0.10			
\$6.77	\$6.77			

FRINGE BENEFITS

Welfare
Local Pension
Annuity
IU Pension + PPA Surcharge
Supplemental Unemployment
IMI
Promotion Fund
Labor Management Fund
TOTAL BENEFITS

\$10.00	\$10.00					
\$4.00	\$4.00					
\$8.10	\$8.10					
\$1.73	\$1.73					
\$2.00	\$2.00					
\$0.35	\$0.35					
\$0.15	\$0.15					
\$0.00	\$0.00					
\$24.33	\$24.33					

TOTAL PACKAGE

\$65.63	\$65.63					
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BENEFIT PACKAGE

1/2 Hour Stamp
1 Hour Stamp
7 Hour Stamp
35 Hour Stamp

\$15.55	\$15.55					
\$31.10	\$31.10					
\$217.70	\$217.70					
\$1,088.50	\$1,088.50					

Remit all benefit payments to DH Cook Associates at 212-513-5050 Ext. 234.

Overtime is calculated on hours paid. After 7 hours weekdays and the first 7 hours on Saturday. Time & a Half applies. On Sundays, Holidays, and after 7 hours on Saturday, Double Time applies.

Wage Allocation for Marble Setter

July 1, 2009 through June 30, 2013

Effective Date

Increase Due

Hourly Wage

Dues Check-off

Vacation

Pac Fund

Local PAC Fund

Defense Fund

Building Fund

Total Deductions

7/1/2009	1/1/2010	7/1/2010	1/1/2011	7/1/2011	1/1/2012	7/1/2012	1/1/2013
\$0.00	\$0.00	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30
\$50.63	\$50.63						
\$2.25	\$2.25						
\$5.00	\$5.00						
\$0.03	\$0.03						
\$0.02	\$0.02						
\$0.10	\$0.10						
\$0.10	\$0.10						
\$7.50	\$7.50						

FRINGE BENEFITS

Welfare

Local Pension

Annuity

UI Pension + PPA Surcharge

Supplemental Unemployment

IMI

Promotion Fund

Labor Management Fund

TOTAL BENEFITS

\$10.00	\$10.00						
\$4.00	\$4.00						
\$6.77	\$6.77						
\$1.73	\$1.73						
\$1.50	\$1.50						
\$0.40	\$0.40						
\$0.15	\$0.15						
\$0.00	\$0.00						
\$24.55	\$24.55						

TOTAL PACKAGE

\$75.08	\$75.08	\$76.38	\$77.68	\$78.98	\$80.28	\$81.58	\$82.88
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BENEFIT PACKAGE

1/2 Hour Stamp

1 Hour Stamp

1 Hour Stamp

1 Hour Stamp

1 Hour Stamp

\$16.03	\$16.03						
\$32.05	\$32.05						
\$224.35	\$224.35						
\$1,121.75	\$1,121.75						

Remit all benefit payments to DH Cook Associates at 212-505-0050 Ext. 234.

Overtime is calculated on hours paid. After 7 hours weekdays and the first 7 hours

on Saturday, Time & a Half applies. On Sundays, Holidays, and after 7 hours on

Saturday, Double Time applies.

SCHEDULE B

STANDARDS OF EXCELLENCE

The purpose of these Standards of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction Employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- Ø Provide a full days work for a full days pay;
- Ø Safely work towards the timely completion of the job;
- Ø Arrive to work on time and work until contractual quitting time;
- Ø Adhere to contractual lunch and break times;
- Ø Promote a drug and alcohol free work site;
- Ø Work in accordance with all applicable safety rules and procedures;
- Ø Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;
- Ø Respect management directives that are safe, reasonable and legitimate;
- Ø Respect the rights of co-workers;
- Ø Respect the property rights of the owner, management and contractors.

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors too safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under these Standards of Excellence. The affiliated unions will expect the following from its signatory contractors:

- Ø Management adherence to the collective bargaining agreements;
- Ø Communication and cooperation with the trade foremen and stewards;
- Ø Efficient, safe and sanitary management of the job site;
- Ø Efficient job scheduling to mitigate and minimize unproductive time;
- Ø Efficient and adequate staffing by properly trained employees by trade;
- Ø Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;
- Ø Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner;
- Ø Promote job site dispute resolution and leadership skills to mitigate such disputes;
- Ø Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in these Standards of Excellence

AGREEMENT

Between
THE GREATER NEW YORK AND NEW JERSEY TILE
CONTRACTORS ASSOCIATION, INC.,
AND
THE TILE SETTERS AND TILE FINISHERS UNION OF
NEW YORK AND NEW JERSEY, LOCAL UNION NO. 7
OF THE INTERNATIONAL UNION OF BRICKLAYERS
AND ALLIED CRAFTWORKERS

Dated: June 8, 2009 . 6/2/13

The Union agrees not to negotiate individually or to enter into any agreement, understanding or practice with any member of the Association or with any Employer represented by the Association for the term of the Collective Bargaining Agreement or any extension thereof.

ARTICLE II

Territory

The Employer recognizes the Union as the sole collective bargaining agent for Tile Setters, Tile Finishers and Apprentices employed by the Employer within New York City, the State of New Jersey, Long Island and the following counties in the State of New York: Westchester, Rockland, Putnam, Orange, Sullivan, Dutchess and Ulster.

When an employer who is a party to this contract is working within the jurisdiction of the Building Contractors Association of Atlantic County (BCAAC), or when an employer who is a party to the contract between BCAAC and Local 7 is working within the jurisdiction of the Greater New York and New Jersey Tile Contractors Association (GNYNJTCA), such employer shall abide by all terms of the agreement with Local 7 that is applicable to the geographic area where the work is performed, and shall not be considered a traveling contractor. In either case, it is understood that contractors who are members of either association shall abide by the contract terms applicable to association members, and contractors who are not members of either association shall abide by the contract terms applicable to non-association members. Local 7 has agreed to allow the members of the GNYNJTCA and of the BCAAC portability of their association privileges with respect to Fringe Benefit Payment schedule requirements in all geographical areas under its jurisdiction.

ARTICLE III

Working Conditions

Section 1.

Tile Setters work includes, but is not limited to, the work defined as:

(A) The cutting or setting of all tile where used for floors, walls,

ceilings, walks, promenade roofs, exterior veneers, stair treads, stair risers, facings, hearths, fireplaces and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also to prepare and set all concrete, cement, brickwork, or other foundations or material that may be required to properly set and complete such work.

(B) The application of a float coat or coats of portland cement mortar prepared to proper tolerance to receive tile on floors, walls and ceilings regardless of whether the portland cement mortar coat is wet or dry at the time the tile is applied to it.

(C) The setting of all tile bonded with portland cement mortar, where the bed is floated, screeded, slabbed or buttered and where joints are not filled in the same operation.

(D) The setting of all tiles by the adhesion method with organic and/or inorganic thin-bed bonding materials where such bonding material is applied to the backing surface and/or the back of tile units or sheets of tile.

(E) The setting of tile as herein provided shall include the installation of accessories and the insertion of decorative tile inserts in other materials.

(F) The mounting, setting, sealing and installation of prefabricated tile panels in the shop and at the job

(G) The setting of accessories when built into tile walls.

(H) The setting of decorations, mantels and counters.

(I) Patching of old and new work.

(J) Thin-set waterproofing.

(K) All work usually and customarily performed by Tile Setters and Tile Finishers.

Section

"TILE" is herein defined as the following products, which are not limited in size or thickness:

(A) All burned clay products as used in the tile industry, either glazed or unglazed,

(B) All composite materials marble tiles, glass, mosaics, brickettes, terrazzo, glass mosaics, and all substitute materials for tile made in tile like units, and

(C) All materials in the tile like forms of cement, metals, plastics and other materials, that are made for or intended for use as a finished floor surface, stair treads, promenade floors, walks, walls, ceilings, swimming pools and all other locations where tile is used to form a finished interior or exterior surface for practical use, sanitary finish or decorative purposes.

(D) The Tile Setters jurisdiction will include marble and granite as described below.

Flooring:

All jobs involving marble and granite and or natural and man made stone-type floor tiles of less than two (2) centimeters or three quarters of an inch (3/4") thickness shall be assigned to and performed by tile setters and/or finishers.

All jobs involving marble and granite and /or natural and man made, stone-type floor tiles of more than two (2) centimeters or three quarters of an inch (3/4") thickness and total more than three (3) square feet shall be assigned to and performed by marble setters and/or finishers

Walls:

All jobs involving marble and granite and /or natural and man made, stone-type wall tile of less than two (2) centimeters or three quarters of

an inch (3/4") thickness shall be assigned to and performed by tile setters and/or tile finishers.

All jobs involving marble and granite and/or natural and man made stone-type wall tiles of two (2) centimeters or three quarters of an inch (3/4") thickness or more shall be assigned to and performed by marble setters and/or finishers.

Tops:

All jobs involving marble and granite and /or natural and man made stone-type tops or miscellaneous pieces in bathrooms and toilets shall be assigned to and performed by tile setters and/or tile finishers. Window sills and saddles will be considered the jurisdiction of the tile Setter and Finisher.

All jobs involving marble and granite and /or natural and man made, stone type tops or miscellaneous pieces (excluding window sills and saddles) outside of the bathrooms and toilets shall be assigned to and performed by marble setters and/or marble finishers.

Notwithstanding the above, a tile contractor may do any small job, involving six (6) team days or less of marble work, with tile men at tile wages. The tile contractor cannot break a job up into phases in order to satisfy this agreement. A "rule of reason" shall apply to the implementation and enforcement of these changes.

E) It is agreed that the hours of employment, wages, fringe benefit contributions and all other terms and conditions of employment shall be pursuant to the terms and conditions of this collective bargaining agreement. It is expressly understood and agreed that the Employer is not bound to the terms and conditions of any existing Marble locals' collective bargaining agreements. The Marble locals, however, shall be entitled to re-allocate wage and fringe benefit contributions provided that the total wages and fringe benefit contributions package does not exceed the total wage and fringe benefit contributions package of the respective Tile locals' collective bargaining agreements.

F) The Employer shall not use Tile Setters or Tile Finishers to perform anchoring marble or granite work.

Section 3.

Tile Finishers work includes, but is not limited to, the work and terms defined below:

On mortar jobs each Tile Setter shall be helped by one (1) Tile Finisher.

On adhesive work, the Tile Finisher will help three (3) Tile Setters providing no grouting is required.

(c) On thin set work, the Tile Finisher will help two (2) Tile Setters, and the Tile Finisher is to grout up to two hundred and fifty (250) square feet of floors or walls per day.

(d) Notwithstanding the foregoing, if the Employer decided to do a thin-set or adhesive job on a one (1) Tile Setter one (1) Tile Finisher basis, then the Tile Finisher is to do all the grouting of the work, including catching up on the last day of the Tile Setters' work on the job.

(e) On unglazed wall installation, where one (1) Tile Finisher is helping two (2) Tile Setters, the Tile Finisher will grout one hundred (100) square feet of tile per day.

(f) On unglazed floor tile, the Tile Finisher will grout two hundred (200) square feet per day when helping two (2) Tile Setters.

On epoxy work, the Tile Finisher may be required to help two (2) Tile Setters, but in no event shall the Tile Finisher be required to do any grouting regardless of whether the Tile Finisher is helping one (1) or two (2) Tile Setters. On a one to-one basis, on a latapoxy installation only the Tile Finisher will do some grouting.

On mortar jobs, the float coat shall be done on a one (1) Tile Finisher to one (1) Tile Setter basis. The setting of tile or marble on the

float coat shall be on a one (1) Tile Finisher to one (1) Tile Setter or one (1) Tile Finisher to two (2) Tile Setters basis at the Employer's discretion.

(i) On a thin set specialty type installation, not to exceed two hundred seventy (270) square feet among three (3) Tile Setters, the Tile Finisher will help three (3) Tile Setters and do the grouting of the installation up to a total of two hundred seventy (270) square feet.

(j) On a specialty type installation on Mud (Mortar), not to exceed a total of one hundred thirty-five (135) square feet among the three (3) Tile Setters, the Tile Finisher will help three (3) Tile Setters and do the grouting up to a total of one hundred thirty-five (135) square feet.

(k) On marble baths, the Tile Finisher will help two (2) Tile Setters and grout three (3) hop-ups or two hundred fifty (250) square feet, whichever is greater.

3. (a) Tile Finishers' jurisdiction shall include the cleaning of tile, unpacking of all tile, and shall handle all materials, such as sand, cement, tile, lime, all types of tile panels, prefabricated tile units, and any other form of tile or material that may be used by the Tile Setters, after being delivered on the job. The Tile Finisher shall do all the work pertaining to the protective covering of all tiles.

(b) Caulking required when pre-grouted tile is used, or caulking required to be done by the Employer around door bucks, fixtures or internal corners after tile is installed, shall be done by Tile Finishers. Specialty caulking done as part of the tile installation procedure is not included. The Employer retains the right to subcontract caulking at its discretion. The Tile Finisher shall do any/all work related to sealers and caulking. Article XVII regarding Subcontracting shall apply.

(c) Tile Finishers shall do the grouting of tile work, as set forth in this Agreement provided:

(1) That all material is placed on the floors by Tile Finishers.

(2) Tile Finishers may be required to obtain water for grouting and/or

cleaning from (1) floor up or down. Such condition, or reasonable requests to obtain incidental materials from other areas of the job shall not eliminate the requirement that Tile Finishers do the grouting of tile set forth in the Agreement.

(d) The Employer is to furnish suitable pails, sponges, hoe blades and mixing drills for the Tile Finishers and they shall be held strictly accountable for the return of such pails, sponges, hoe blades and mixing drills.

(e) In all buildings over four (4) stories in height, Employers shall furnish a block and fall, or other proper facilities for hoisting materials. No more than six (6) teams shall be required to use a single block and fall on regular mortar installations. Whenever materials are to be pulled beyond a distance of six (6) stories the Employer shall provide for one (1) additional Tile Finisher for each block and fall.

(f) All Tile Finishers are to handle and distribute all materials during the designated lunch period when directed by the Foreman on the job. Each Tile Finisher, assigned to help a Tile Setter, and performing such work, shall be paid double time for one (1) hour in compensation for their lost lunch period and, in addition, his regular straight time pay for the half hour after the lunch period ends so that such a Tile Finisher shall receive nine (9) hours pay over the span of a working day; and any other Tile Finisher, not assigned to a Tile Setter, performing such work shall be paid double time only for the designated lunch period so that such a Tile Finisher shall receive eight (8) hours pay over the span of a working day. Should fifty percent (50%) or more of the Tile Workers who are so employed on any job refuse to work the lunch hour when ordered, it shall be considered a violation of the Agreement, which is distinctly understood that Local 7 will not countenance.

(g) The parties hereto shall use their best efforts in the industry's and public's interest to increase production and reduce costs by maintaining maximum man hour output and to use all machinery, tools, appliances or methods which may be practical.

(h) The Employer shall use his best efforts to provide and make available

for the employees proper and suitable scaffolds, fit and safe for use.

(i) Patchwork can be performed by a Tile Setter without a Tile Finisher so long as the work is not in excess of thirty (30) square feet.

PATCHING DOES NOT MEAN that if at the end of the day, there is still some extra work to be done in a room where no other trade is holding up completion, and which the Tile Setter can finish that next morning, or where the room can be finished by another Tile Setter without a Tile Finisher.

(j) The parties agree that Tile Finishers shall do a fair day's work in all cleaning of tile in accordance with the following schedule:

(1) Twenty-four (24) average sized bathroom floors per day on regular tile installations.

(2) One thousand (1,000) square feet per day on commercial installations.

(3) Glazed tiles of any type are not required to be cleaned.

(k) With respect to grouting with 100 percent epoxy, excluding Spectra lock and similar products, the Tile Finishers who do the grouting shall be paid ten dollars (\$10.00) additional for each day's work with such grout. There will be no restrictions on production for such work.

(l) Tile Setters who set with 100 percent epoxy shall be paid ten dollars (\$10.00) additional for each day's work for such setting.

Section 4.

All Setters must be pre-certified by the Union for all mud work. Tile Finishers may spread and make cuts for the Tile Setters provided they complete their Tile Finisher responsibilities.

ARTICLE IV Preparations

Section 1.

All preparations for tile walls, ceilings and floors must be properly prepared with sand and cement, plumb and true and scored. The portland cement float coat must be properly prepared, plumb and true and shall be the exclusive work of the Tile Setters. The Union shall have the right to bring to the attention of the Employer any and all preparations that may be considered detrimental to proper and durable installation of work. It is understood that precautions to insure and guarantee the proper and durable installation of work are to conform with accepted practice in the industry. It is understood that preparations for adhesive installations are to be plumb and true and are to conform with accepted practice in the industry. Subsurface is to be dry, firm and clean for proper bond with adhesive. Rooms and any other work shall be cleaned to the proper level for the installation of the tile. Tubs shall also be cleaned of debris for the proper installation of the tile.

Section 2.

Both parties signing this Agreement do not recognize that any particular grade of tile should call for any special grade of installation, but all installations regardless of quality or kind of tile, should be made in a first class manner, provided Tile Setters /Tile Finishers are supplied with proper working equipment such as soaking tubs, mortar boards, scaffolds wherever required, straight edges, floating strips, mixing boxes, sufficient light and heat to insure proper installation of tile work and such materials as are specified by the Architect for the job in question, and providing the principles of the trade as to proper installation and durability are adhered to.

Existing elevators shall be made available to Tile Setters/Tile Finishers where the building is over seven (7) stories in height.

ARTICLE V Union Security

Section 1.

(a) It shall be a condition of employment that each employee on or after the eighth (8th) day following the commencement of employment in the industry, or the date of execution of this Agreement, whichever is later, shall be, become and remain a member in good standing in Local 7, and that all employees who are members of Local 7 on the date of execution of this Agreement shall remain members of Local 7. If there is a violation of the foregoing provisions because of a failure by an employee to tender periodic dues and the initiation fee uniformly required by Local 7, then upon request of the Union, the Employer shall terminate the employment of such employee.

(b) In the event that Congress shall amend or change the applicable law so as to provide for Union Security more favorable to the Union and its members than herein above set forth, then the provisions of such new or amended law, when effective, shall automatically be incorporated herein.

(c) Authorized representatives of the Union shall be allowed to visit jobs and to interview the Employer and employees covered by this Agreement, but shall in no way interfere with or hinder the progress of work.

ARTICLE VI Employment and Hiring Procedures

NON-DISCRIMINATION

The Employer and the Union agree there will be no discrimination against any Employee with respect to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affection preference, in all employment decisions, including but not limited to, recruitment, hiring, compensation, training and apprenticeship, promotion, upgrad-

Joint Trade Union, the Employer may employ individuals to perform the work from any other source.

Section 3.

Staggered start for helpers for setup in the morning and clean up in the afternoon so that the mechanics can work a full shift.

Workers can be used to assist other signatory Local 7 crafts in the last hours of the shift if there is no other work available in their craft to complete the day.

Mechanic Apprentices during the first year of training can be utilized as a helper.

(d) Utilize training facilities for all aspects of the industry (safety, shop steward, foreman, etc.). Employers will enforce foreman and supervisory training from their staff.

ARTICLE VII

Traveling Contractors

Section 1.

When the Employer has any work specified in Article III of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by an Agreement with another affiliate of the International Union of Bricklayers and Allied Craftsmen, the Employer agrees to abide by the full terms and conditions of the Agreement in effect in the jobsite area. Employees covered by this Agreement who are sent to projects outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in the annexed wage schedules, but in no case less than the established minimum wage scale of the Local Agreement covering the territory in which such work is being performed, plus all contributions specified in the jobsite Local Agreement. The provisions established in the jobsite Local Agreement shall in all other matters govern the Employer. If employees are sent to work on a project in an area where there is no

Local Agreement covering the work specified in Article III of this Agreement, the full terms and conditions of this Agreement shall apply.

Section 2.

The provisions under this Traveling Contractors clause shall be limited to the following States for any member of the Greater New York and New Jersey Tile Contractors Association, Inc. who have assigned their bargaining rights to the Association: New York, New Jersey, Connecticut, Massachusetts, Pennsylvania and Rhode Island.

Section 3.

If the Employer's principal place of business is located outside the geographic jurisdiction of Local Union No. 7, the Employer shall select the first tile setter/finisher and the Union shall select all additional teams.

ARTICLE VIII

AFFILIATED and/or RELATED COMPANIES

Section 1.

No Tile Setter/Finisher shall work for any Employer or individual who has failed to sign an Agreement with the Union or does not comply with the terms and conditions of employment in said Agreement.

Section 2.

In order to protect and preserve for the employees covered by this Agreement all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: if and when the Employer shall perform any work of the type covered by this Agreement at the site of a construction project, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including joint venture wherein the Employer (including its of-

Officers, directors, owners partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

Section 3.

Charges by the Union of violations under Section 2 of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XX of this Agreement. As a remedy for violations of this Section, the arbitration body provided for in Article XX is empowered, at the request of the Union, to require an employer to: (1) pay to affected employees covered by the Agreement the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the affected joint trust funds established under this agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the trustees or by law. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union or such joint trust funds for violation of this Section; nor does it make the same or other remedies unavailable to the Union or such joint trust funds for violations of other sections or Articles of this Agreement.

Section 4.

If, as a result of violation of this Article, it is necessary for the Union to institute court action to enforce an award rendered in accordance with Article XX, or to defend an action which seeks to vacate such an award, or for the Trustees of the joint trust funds to institute court action in the first instance to enforce Section 2 above, the Employer shall pay any accountant's and attorney's fees incurred by the Union and/or the fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action in accordance with ERISA should the Union and/or the Funds prevail.

ARTICLE IX **Hours, Wages and Fringe Benefits**

Section 1: Hours

(A) Seven (7) hours will constitute a regular day's work except that eight (8) hours will constitute a regular day's work where the specific job is performed in the counties of Sullivan, Dutchess and Ulster in New York. However, it shall be an Employer's option, after notifying the Union, to work a seven (7) hour or eight (8) hour day at straight time. The seven (7) or eight (8) hour day selected must start on the first day of the job and shall continue for the duration of the job.

(B) To provide for a flexible start time, the Employer shall have discretion to start the work day at any time between 6:00 AM and 9:00 AM, provided that employees are given reasonable advance notice of any change in the hours. If a job starts at 7:00 AM or earlier, the lunch period shall start between the hours of 11:00 am and 12:00 noon and shall not exceed one half hour. Employees are required to take a lunch period.

(C) An Employer, after notifying the Union, may elect to assign work on the basis of four (4) ten (10) hour days at straight time. If this option is selected, it must begin on the first day of the job and shall continue for the duration of the job.

(D) Both the Union and the Employers have to address the problem of employees working overtime on the weekend and not working on Monday, or replacing themselves. It is agreed that if this problem happens without a legitimate excuse, or on a second occasion, the Employer shall mail the employee's paycheck to the Union on behalf of the employee, and deprive the employee of overtime assignment(s).

(E) For those employees governed by a seven (7) hour day, the following rules shall apply, subject to paragraph B, above:

(1) Regular working hours are Monday through Friday from 8:00

A.M. to 12:00 noon and from 12:30 P.M. to 3:30 P.M., except as provided for in paragraph B of this Article. When a specific job requires a 9:00 A.M. starting time, the regular seven (7) hours are Monday through Friday from 9:00 A.M. to 1:00 P.M., and from 1:30 P.M. to 4:30 P.M., except as provided for in paragraph B of this Article.

Should a Tile Setter/ Finisher leave a job early by his own volition, his pay for that day shall be proportionately reduced. The Employer must deduct the proportioned hourly amount from such employee's pay for that day. In the event an employee leaves the job early, without a legitimate excuse, or on a second occasion, the Employer can mail the employee's lay off check to the Union Hall.

(3) Tile Setters/Finishers may be laid off at the start of the lunch period or at the end of the work day. When laid off, a Tile Setter/ Finisher shall be notified of such action no later than one (1) hour before the time of such lay off and paid in full not later than one-half (1/2) hour before quitting time. Failure of the Employer to notify the Tile Setter/Finisher of lay off and to pay wages in full as herein prescribed will obligate the Employer to continue the Tile Setter/Finisher in his employ another one-half (1/2) day or to pay the equivalent in waiting time, be it the start of the lunch period or the end of the work day.

(4) Any Tile Setter/ Finisher who is sent to a job to work and is not ready solely because of the Employer's fault shall be paid one-half (1/2) day's pay.

(5) No Tile Setter/ Finisher shall be required to report to the Shop for regular working hours or before the start of a shift, except as provided for in paragraph B of this Article.

(6) As to the Tile Finishers only, anything in the Agreement to the contrary notwithstanding, the Employer has the absolute right to change the normal time period for Tile Finishers hired to load, unload and handle materials by commencing prior to the starting time or at the end of the work day.

(7) All conditions and employee ratios listed under the Employment and Hiring Procedures shall apply when assignments for over-

time are required on a jobsite. The foreman will be the first representative from the employer and the shop steward will be the first representative from the Union and the remainder of assignments will be on an alternating basis. When additional work force is required from sources other than the members currently employed at the jobsite the Employer must give the Union the opportunity to comply with the ratios stated in the Employment and Hiring Procedures.

Section 2: Wages

(A) The Union in its sole absolute discretion reserves the right to allocate any of the wage increases on the Wage Schedules attached herein to or any of the Fringe Benefit Funds. All allocations shall be subject to all IRS regulations including, but not limited to, the IRS twenty five (25%) percent rule. The Employers are to be notified of the allocation thirty (30) days prior to the effective date of the increase. The Employers agree not to unreasonably withhold their consent to any Union proposal allocating any portion of the said increases to Fund contributions. Such proposal shall be made in writing within a reasonable time. There shall be full itemization of all deductions on a weekly and year to date basis where Employer's payroll system permits.

(B) Wages payments made by check must be made no later than 3:30 P.M. each Wednesday, and if not so made, then shall be paid in cash no later than 3:30 P.M. the following day provided, however, that if an employee consents thereto, payment by check may be made on Thursday. All wage payments shall be for the payroll week closing on the Sunday preceding the payment. In the event a payroll check is returned for insufficient funds, the Employer shall be required to pay two (2) additional days wages.

(C) For those employees governed by a seven (7) hour regular day, overtime is to be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for work performed after 3:30 P.M. on any job that commences at 8:00 A.M. and is not completed by 3:30 P.M. For those employees governed by an eight (8) hour regular day, overtime is to be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for work performed after 4:30 P.M. on any job that commences at 8:00 A.M. and is not completed by 4:30 P.M. The above hours shall be ad-

spective funds, containing such data as the Trustees may from time to time determine in their discretion to be necessary. Employers must file contribution receipts whether or not Employees are performing Tile Setters/Finishers work during any particular period.

(G) The books and records of the Employer shall be made available at all reasonable times for inspection, copying and audit by, but not limited to, the accountant, outside independent auditors or other representatives of the Trustees of the Funds. The Employer shall be required to disclose upon such audits all books and records, including but not limited to all payrolls and payroll ledgers, including New York payrolls, New Jersey payrolls, Connecticut payrolls, computer payroll printouts, W-2 forms, Quarterly Federal payroll tax returns (Form 941), quarterly state payroll tax returns, annual Federal and State tax returns, cash disbursements, journals, purchase journals, New York State employment records, insurance company reports, Employer remittance reports, payroll and supporting checks, ledgers, vouchers, 1099 Forms, evidence of unemployment disability insurance premiums, certification of workers compensation coverage, checks in support hereof and any other documentation concerning payrolls. In addition, the aforementioned books and records of any affiliate, subsidiary, alter ego, joint venture or other related company of the Employer shall also be made available at all reasonable times for inspection, copying and audit by, but not limited to, the accountants, outside independent auditors or other representatives of the Trustees of the Funds. There will be a two-tiered audit program consisting of random audits and targeted audits that will be operated pursuant to the Trustees' direction.

(H) The Employer shall retain, for a minimum period of six (6) years, payroll and related records necessary for the conduct of a proper audit in order that a designated representative of the Trustees may make periodic review to confirm that contributions, owed pursuant to this Agreement are paid in full. In the event, after the Trustees have made a request, the Employer fails to produce its books and records necessary for a proper audit, the Trustees of the Funds in their sole discretion, may determine that the Employer's monthly hours subject to contributions for each month of the requested audit period are the highest number of Tile Setter/Tile Finisher hours for any month during the twelve (12) preceding months audited, or during the last twelve (12) months

for which reports were filed, whichever monthly number of hours is greater. Such determination by the Trustees shall constitute presumptive evidence of delinquency. Prior to making such determination, the Trustees shall mail a final seven (7) day written notice to the Employer advising him that such determination shall be made if the Employer does not schedule a prompt audit. Nothing herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit.

(I) If the Employer seeks the protection and/or intervention of the Bankruptcy Court, nothing herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records nor shall this section limit the Trustees rights as creditors under the United States Bankruptcy Code.

(J) When auditors are sent to audit the books and records of the Employer and a definite appointment is scheduled and the auditor cannot start at the appointed time and date and must return, or when complete payroll records requested herein are not furnished, then the Employer shall be penalized and pay the sum of two hundred fifty dollars (\$250.00) per auditor, to cover the expense of the auditor.

(K) It shall be a violation of this Agreement for any Employer to fail to furnish proper payroll records when requested for the purpose of completing an audit. The Union shall have the right to remove all its members from the offending Employer provided that three (3) days notice of intention to remove Tile Setters or Tile Finishers from a job is given to the Employer by the Union by certified mail, return receipt requested. If such members who are removed remain on the jobsite during regular working hours, they shall be paid for lost time.

(L) Contributions from Association members are due by the 15th of the month following the month in which the work is performed. Contributions from the Independent Employers are due biweekly commencing on the 1st and 15th of each month. Interest on the delinquent amount will accrue from the respective due dates. Interest will accrue at the prime rate or such amount of interest as the U.S. Department of Labor or the Internal Revenue Service may require Trustees of Employee Benefit Funds to collect for late payments of contributions, or at the

rate of ten (10%) per annum (calculated from the due date) for local funds and fifteen percent (15%) per annum for international funds (calculated from the day after the due date), whichever amount is greater. If contributions are not received in the Fund Office by the respective due dates, the Union will send the Employer a letter stating that the Employer must pay within three (3) days. The Union is committed to the Funds to pull the men off of the job for any Employer that does not remit the required contributions after the three (3) day notice is executed. If the Fund Office does not receive the contribution within the ten (10) days allotted, the matter will be turned over to Fund Counsel. Fund Counsel will send a letter stating that if the Fund Office does not receive payment within seven (7) days, a lawsuit will commence and the Employers shall be liable for the payment of delinquent contributions with interest, plus liquidated damages of twenty percent (20%) of the amount of delinquent contributions owing, and such other costs and penalties as may be assessed by a court as provided under ERISA, including but not limited to reasonable audit costs, attorneys' fees and court costs. The Funds' receipt or acceptance of late payment of contributions whether or not such payment is in response to a notice from the Union, the Fund Office or Counsel shall not constitute a waiver of interest by the Funds, and the Union and the Funds reserve the right to seek interest on the late payment of contributions received in accordance with protocols adopted by the Fund Trustees, even in the absence of a lawsuit.

(M) If the audit amount for any year is at least three (3) percent of the employer's annual gross payroll for covered employees for that year, the employer shall pay the cost of the audit. Where the audit covers more than one year, then the three percent shall be calculated on the total gross payroll for covered employees for the period of the audit.

(N) Where payment is made or an audit is conducted pursuant to a judgment or court order, the Employer recognizes the right of the Trustees of the Funds to have the court enter an Order permanently enjoining the Employer and its agents, representatives, directors, officers, stockholders, successors and assigns, for the remaining term of this Agreement from failing, refusing or neglecting to submit the required Employer remittance reports and/or to pay the required contributions to the Funds, and requiring the Employer to cooperate in an audit in ac-

cordance with this Agreement.

(O) The Employer recognizes that when payment of contributions to the Funds pursuant to this Agreement is made by check or other negotiable instrument that is returned uncollected, the Funds incur additional cost and expense. The Employer hereby agrees that in the event any payment to the Funds by check or other negotiable instrument results in the check or negotiable instrument being returned without payment after being duly presented, the Employer shall be liable for additional damages in the amount of one hundred dollars (\$100.00) to cover such additional costs, charges and expenses. Nothing herein is intended, nor shall it be interpreted, to mean that the Funds or the Union waive any other liquidated damages required to be paid pursuant to this Agreement in the event Employer contributions to the Funds are not timely paid in full.

(P) If Tile Setters/Tile Finishers are withdrawn from any job in order to collect contributions to the Funds and the IU. Pension Funds, the Tile Setters/ Finishers who are affected by such stoppage of work shall be paid for lost time, provided that three (3) days notice of the intention to remove Tile Setters/Finishers from a job is given to the Employer by the Union by certified mail, return receipt requested.

(Q) The Employer hereby agrees to be bound by and to the Agreements and Declarations of Trusts of the Funds, as though it had actually signed the individual documents and further agrees to be bound by all actions taken by the Funds pursuant to said Agreements and Declaration of Trusts, as amended, and their respective Plans, as amended, and by all By-Laws, rules and resolutions adopted to regulate each of the Funds.

Section 4: Dues check off.

The Employer shall deduct from wages in the amount certified by the Union the gross salary for each hour paid or any additional sums per hour thereafter specified by the Union. The amount so deducted shall be remitted to the Union as dues check-off. A statement, reporting the name of each person whose dues are being paid and the number of hours each employee has been paid, shall accompany the sums trans-

mitted. The Employer and the Union further acknowledge that the Employer has agreed to make such deductions provided that at the time of such deductions, the Employers have received written authorizations executed by the Employee. The Employer and the Union further acknowledge that the Union has agreed to indemnify and hold harmless the Trustees from any and all claims, actions and proceedings arising out of said payment.

Section 5. International Union of Bricklayers and Allied Crafts Pension Fund

(A) The Employer acknowledges that the Union has elected to participate in the I.U. Pension Fund.

(B) The Employer hereby agrees to be bound by and to the Agreements and Declarations of Trusts for the I.U. Pension Fund as though he had actually signed the individual documents and further agrees to be bound by all actions taken by the Trustees of Fund pursuant to said Agreements and Declarations of Trusts.

(C) The Employer hereby irrevocably designates as its representatives on the I.U. Pension Fund Board of Trustees, such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

(D) For the purpose of this section, each hour paid for, including hours attributable to show-up time, and 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 the I.U. Pension Fund.

(E) Contributions shall be paid on behalf of all covered employees starting with the employee's first (1st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to journeymen, apprentices, finishers, trainees and probationary Employees. There shall be no contributions for pre-apprentices for a period of three (3) months from the first day of the Apprentice Program while attending the twelve (12) week pre-job training program.

(F) All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the time books, payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the I.U. Pension Fund. Any Employer found, as a result of an audit ordered by the Trustees of one (1) of the I.U. Pension Funds, to have been substantially inaccurate in reporting shall be charged the full costs of such audit.

(G) If the Employer fails to make any contribution specified in this section, the Union shall have the right to take whatever steps are necessary, including the withdrawal of manpower, to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of payments due, including (A) the unpaid contributions, (B) interest on the unpaid contributions at fifteen percent (15%) per annum, (C) liquidated damages in the amount of twenty percent (20%) of the contribution delinquency, (D) reasonable attorneys' fees, and such other costs and penalties as may be assessed by a court as provided under ERISA. The Employer's liability for payment under this Article shall not, at the Union's sole option, be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided for or set forth elsewhere in this Agreement.

ARTICLE X **Residential and Other Reduced Rate Work**

"B Rate" for Setters and Finishers

Section 1.

This Article shall apply to all Fast Food free standing and Fast Food type work, three (3) story Garden Apartments and Apartment type work, and Single Family Houses and Single Family Unit Types (e.g., individual condominium or coop apartments). Such work shall be referred to as "B rate" Work.

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Section 2.

(A) Employees working under this article shall not be eligible to work on standard rate jobs, except as stated below.

(B) A "B Rate" Finisher shall be eligible to move up to become a "B Rate" Setter after a period of two (2) years should he/she be qualified, but not before this time.

(C) A "B Rate" Setter may be eligible to move up to become an "A Rate" Setter after a period of five (5) years and not before such time. Should the Setter wish to become an "A Rate" Setter, he/she shall first meet with the Union to obtain approval. The Union shall notify the current Employer and the Association in writing, ninety (90) days prior to moving a "B Rate" Setter up to "A Rate" Setter. The Employer need not accept the employee as an "A Rate" Setter if the Employer does not have need for an additional "A Rate" Setter, nor shall the employee be assigned to "B Rate" work after the employee's status has been changed to "A Rate" work.

(D) A day's work will be governed by Article IX, Section 1.

Section 3

(A) There shall be an "affordable housing" rate of eighty percent (80%) of a setter and Finisher rate. An employer who intends to utilize the "affordable housing" rate shall notify the Union in advance and provide the Union an opportunity and such information as is necessary to verify that the project in question is being constructed as "affordable housing."

Section 4.

(A) Overtime and shift work rates shall be governed by the respective Articles and Sections of this Agreement.

(B) Hiring conditions: At this time, there is no referral hall. The parties agree that they shall discuss the mechanics of the workings of a referral

hall for "B Rate" workers, once there is a sufficient supply of manpower for the Union to have a pool of employees to choose from.

(C) Payment of benefits shall be governed by the attached wage schedules.

ARTICLE XI

Holidays

Section 1

NEW YEAR'S DAY	CHRISTMAS DAY
PRESIDENT'S DAY	MEMORIAL DAY
INDEPENDENCE DAY	LABOR DAY
VETERAN'S DAY	THANKSGIVING DAY
.....	(Day after Thanksgiving Optional)

If a Holiday should fall on a Sunday it will be observed on Monday. If holiday should fall on a Saturday it will be observed only on Saturday.

Section 2

No work within the trade and geographic jurisdiction of the Union shall be performed on Labor Day.

Section 3

Neither the Union nor the Employer shall close down a jobsite or declare the day before or after one (1) of the Holidays listed in Article XI as an additional holiday or day off without the prior consent of a majority (51%) of all the Tile Setters and the Tile Finishers working on the site on the last working day prior to the additional day or days off.

Section 4

When Tile Setters and Tile Finishers are working in locations outside of the jurisdiction of the Union, they must observe holidays in the locality they are working.

ARTICLE XII Foremen

Section 1.

There shall be a Foreman on all jobs within the jurisdiction of the Union. The foreman shall be a journeyman Tile Setter.

(A) On jobs where five (5) or more Journeyman Tile Setters are employed, the Foreman shall receive an amount at least twenty dollars (\$20.00) per day above the daily wage of a Journeyman Tile Setter regardless of the length of the day.

(B) The forepersons Finisher shall receive ten dollars (\$10.00) a day for coordinating the job.

975 (C) On jobs where more than ten (10) Journeyman Tile Setters are employed, the Foreman shall not handle the tools and shall receive an amount of at least twenty dollars (\$20.00) per day above the daily wage of a Journeyman Tile Setter.

(D) Any journeyman Tile Setter who has invested in, retained stocks or has any financial interest in any tile contracting firm under no circumstances shall be installed as foreman on any operation or installation of tile work.

ARTICLE XIII Shop Stewards

Section 1.

A Shop Steward shall be present on all jobs having two (2) or more Tile Setters/Finishers. The Shop Steward shall be appointed by the Union and shall not be discriminated against for the legitimate performance of his duties.

Section 2.

The duties of the Shop Steward at the jobsite shall be as follows:

(1) To inspect dues books and receipts for initiation fees and to report to the Local Union if a payment has not been made as required;

(2) To report violations of the working rules or the collective bargaining agreement, unsafe conditions and other jobsite disputes, to the foreperson or the Employer, and to report to the Field Representative if the condition or violation is not promptly corrected, or if the dispute is not promptly resolved;

(3) To assist any injured member in receiving proper and immediate care;

(4) To report to the President any work assignments falling within the recognized trade jurisdiction of this Local made to employees represented by another labor organization.

(5) The Shop Steward shall notify the foreman when lockers are supplied and whether they provide adequate protection for the Tile Setters/Tile Finishers clothing and tools

(6) The Shop Steward shall enforce the conditions of this Agreement and methods of employment herein established. It is their duty to see that no work is performed during the normal lunch period and that no Tile Setter/Finisher continues to work after the end of the normal shift, except as provided by this Agreement.

(7) If the Shop Steward is unable to promptly resolve a problem at the job, the Shop Steward shall contact the Local Union office as soon as possible. The Shop Steward shall not have the authority to order a work stoppage or interruption in the work progress.

(8) The Shop Steward shall perform their duties with the least possible inconvenience to the Employer. The Shop Steward's duty is to work as a Tile Setter/Finisher and shall not use their position as an excuse to avoid the performance of their duties as a Tile Setter/Tile Finisher. The Shop Steward's duty is to look after the interest of the Em-

player as well as the union. The Shop Steward shall not be laid off without reasonable cause and without prior notification to the Business Manager or their representative.

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ARTICLE XIV
Apprentices

There shall be a Joint Apprenticeship and Training Committee consisting of three (3) members designated by The Greater New York and New Jersey Tile Contractors Association, Inc. and (1) member of the Building Contractors Association of Atlantic County and three (3) members designated by the Union to administer the Apprenticeship Training Program shall meet at least semi-annually.

An apprentice shall be defined as a "Local 7 Apprentice" in the Apprenticeship Training Program. The Apprenticeship Training Program shall be a four (4) year program for all Local 7 Tile Setters. The program for the Tile Finisher apprentices shall be a three (3) year program. The Apprenticeship Training Program shall provide for mandatory cross-training and upgrading for all Local 7 apprentices.

If, at the Union's discretion, the pre-apprentice who is going through the twelve (12) week training program is not qualified to become an apprentice at the time, that pre-apprentice shall be subject to mandatory testing prior to a final decision. On the apprentice's two (2) year anniversary in the apprenticeship program, the Committee, at its discretion, will decide if the apprentice shall continue on a Tile Setter or a Tile Finisher apprenticeship track.

Effective June 1, 2009, the wage rates of Apprentices under the four (4) year program of this Agreement will be based on the Tile Setters rate:

Hours of Experience	Wage Rate
1 - 750 Hours of Work	50% of Tile Setters Rate
751 - 1,500 Hours of Work	55% of Tile Setters Rate
1,501 - 2,250 Hours of Work	60% of Tile Setters Rate
2,251 - 3,000 Hours of Work	65% of Tile Setters Rate
3,001 - 3,750 Hours of Work	70% of Tile Setters Rate

3,751 - 4,500 Hours of Work	75% of Tile Setters Rate
4,501 - 5,250 Hours of Work	85% of Tile Setters Rate
5,251 - 6,000 Hours of Work	95% of Tile Setters Rate
6,001 Hours of Work	100% of Tile Setters Rate

Allocation of the wages and fringe benefits will be at the discretion of the Union, provided, however, that Employers are not required to make contributions to any benefit funds on behalf of apprentices for their first three (3) months (375 hours) of employment.

The total package (wages and fringes) shall not exceed the apprentice's percentage category.

The minimum number of apprentices on a job shall be one (1) for every four (4) Tile Setters on a public works project and one (1) for every three (3) journeymen on all other jobs.

The parties are subject to and bound by the "Standards of Apprenticeship for Greater New York and New Jersey Tile Setters/Tile Finishers Joint Apprenticeship Committee," which shall apply to all Apprentices employed under this Agreement. The "Standards of Apprenticeship for Greater New York and New Jersey Tile Setters/Tile Finishers Joint Apprenticeship Committee" are incorporated in this Agreement by reference as if fully set forth herein.

ARTICLE XV
Notice of Execution of Contract

Section 1.

A. The Employer must, within a reasonable time of entering into a contract requiring the performance of labor covered by this Agreement, give written or verbal notice of such contract to the Union. When a contractor fails to give notice contemplated herein, it must provide written notice of all future contracts.

B. The Employer shall provide to the Secretary of the Union either verbally or in writing:

1. The name of the party with whom the contract was made.
2. The place where the contract is to be performed.
3. The approximate time when the Employer will commence performance of work under such contract.
4. Whether this is to be a mortar job and the appropriate number of working days by the Tile Setters/Finishers required performing the job.
5. The Secretary of the Union shall promptly acknowledge to the Employer the receipt of such communication.

C. No Tile Setters/Finishers shall perform any work for any Employer who fails to give all notices as provided for in this Article, prior to the commencement of any work.

ARTICLE XVI

Assignment of Contract/Subcontracting

No Employer, having a contract requiring the performance in connection therewith of labor within the classification set forth in this Agreement, shall subcontract, sell, sublet and/or assign to any other person, firm, corporate or entity who is not signatory to or bound by this Agreement, the performance of such contracts including the Portland cement float coat or any other portion of the contract so far as the labor is required to be performed thereunder. The employer shall not be responsible for payment of fringe benefits of a signatory subcontractor.

ARTICLE XVII

Contract or Piece Work

No Employer and Tile Setter/Tile Finisher shall bargain or contract with each other to pay employees on a piecework basis, e.g., based on a unit cost. This bargaining or contracting shall be looked upon as piece

work, which is not countenanced by the parties bound by this Agreement. Nothing in this paragraph shall be construed to prevent an employer from setting, requiring or expecting reasonable productivity standards from its employees and holding employees to such standards.

ARTICLE XVIII

Strikes and Lockouts

The Union or any member of the Union shall not engage in or authorize any strike, walkout, or slowdown, picketing, stoppage of work or boycott, or concerted refusal to work, or any other interruption of work against the Employer. Furthermore, it is understood that no Union Officer, representative or Agent may authorize, encourage or assist in any strike or concerted work stoppage in the shop or any premises of the Employer or at the jobsite, nor will the Union or its officers participate in, counsel or induce any concerted interruption of work. This clause also specifically prohibits any Union member from refusing to work due to the existence of a picket line, unless sanctioned by the Building Trades Council. No Employer shall lockout any members of the Union working under the jurisdiction of this Agreement prior to filing a complaint, dispute or grievance, or pending the resolution thereof as provided in Article XIX hereof.

Section 1.

Except for a breach of this Agreement by the Employer, or as herein otherwise provided the Union shall not order any strike, slowdown, picketing stoppage of work or boycott, against the Employer, no members of the Union shall leave the work of the Employer and no Employer shall lock out any members of the Union working under the jurisdiction of this Agreement, prior to filing a complaint, dispute or grievance, or pending the resolution thereof, as provided in Article XIX hereof.

Section 2.

The Union may call or sanction a strike for: (A) the Employer's refusal to

submit matter to the Joint Arbitration Board as defined in Article XIX herein, pursuant to the arbitration Article of this Agreement, (B) the Employer's failure to comply with any decision of the Joint Arbitration Board established hereunder within five (5) working days after such decision, (C) the Employer's failure to resolve a claim, dispute or demand arising out of the Employer's fringe benefit contribution and audit obligations set forth in Article IX of the Agreement, (D) the Employer's failure to post and maintain a Payment Bond as provided by Article XXIV of this Agreement, and (E) any other reason provided for in this Agreement.

Section 3.

When the Union, upon investigation, finds that the Tile Setters/Tile Finishers on any job are being paid less than the rate of wages prescribed in this Agreement, they shall, provided that three (3) days notice of the intention to remove the Tile Setters/Tile Finishers from a job is given to the Employer by the Union by certified mail, return receipt requested, be entitled to withdraw the Tile Setters/Tile Finishers from such job without first submitting the complaint to Trade Board. Thereafter, the Union shall resolve the complaint as provided for in Article XIX of this Agreement. No damages of any kind or nature shall be awarded or allowed against the Union or any officer or member thereof by reason of the withdrawal of members of the Union from a job for which a complaint has been filed as aforesaid provided the complaint is filed in good faith and has a reasonable basis in fact.

ARTICLE XIX

Section 1 – Grievance and Arbitration Procedure

Disputes, complaints and charges arising out of or in connection with the interpretation and/or application of this Agreement shall be resolved in the following manner:

Step I – Any dispute, complaint or charge arising out of or in connection with the interpretation and/or application of this Agreement must be in writing and served on the Union and/or Employer representatives on a form approved by the parties by certified mail, return receipt requested

within thirty (30) days after the dispute arose. Such thirty (30) day limitation of time may be waived by the Joint Trade Board in its sole discretion.

Step II – Within ten (10) business days after receiving notice of the dispute, the representatives of the Union and the Employer shall meet in an effort to resolve the dispute. The party that has filed the grievance has the burden of contacting the opposing party for the purpose of setting up such meeting.

Step III – (a) In the event that the parties cannot reach a satisfactory result of the grievance after the Step II meeting, then the Charging Party shall have the option to send, within a reasonable time, a signed, written, demand, charge, or complaint on a form approved by the parties to the Secretary/Treasurer of the Union covering the craft in which the dispute arose. A copy of said demand must also be sent to the Union, or Employer, whichever party did not file the grievance, and if applicable, the individual member. All demands, charges, and complaints, and copies thereof, must be delivered by the Secretary/Treasurer of the Union personally or sent by certified mail, return receipt requested upon the party against whom the grievance is filed.

(b) Unless for good cause shown, a hearing on such demand, complaint, or charge, shall be held no earlier than one (1) calendar week after receipt of such written dispute, charge or complaint. The Joint Trade Board shall proceed to hear and determine all properly noticed and served disputes, charges, complaints, seeking an interpretation and/or application of the terms of the CBA.

Section 2 – The Joint Trade Board

(a) There shall be a Joint Trade Board consisting of two (2) members of the Union and two (2) members of the Association. A quorum shall consist of three (3) members. Each party to the Joint Trade Board, Union and Association, shall have a single unit vote

(b) There shall be one (1) Chairman and one (1) Secretary serving on the Joint Trade Board at all times. One (1) individual from the Union may serve as Secretary or Chairman. One (1) individual from the

Association may serve as Secretary or Chairman. In no event may the Secretary and Chairman positions be filled with two (2) individuals from the Union or two (2) individuals from the Association. In no event may one (1) individual serve as both Secretary and Chairman. In 2009, the Chairman position shall be filled by a Union member and the Secretary position will be filled with an Association member. In 2010, and from year to year thereafter, the position of Chairman and Secretary will alternate between a Union representative and an Employer representative.

(c) The Joint Trade Board is empowered to hear and determine any and all disputes, complaints and charges which seek to interpret or apply the provisions of the collective bargaining agreement over which it has jurisdiction brought before it pursuant to the procedures set forth in Section 1 above. The Joint Trade Board is empowered to hear testimony and review records and other evidence necessary to make a determination regarding the underlying dispute, charge, or complaint. The Joint Trade Board is empowered to waive the thirty (30) day limitation of time in which to commence a grievance in its sole discretion.

(d) The Joint Trade Board shall only have the authority and jurisdiction to interpret or apply the terms and conditions of this agreement and impose an appropriate penalty or remedy and shall be prohibited from adding to, subtracting from, or otherwise modifying or changing any term or condition thereof.

(e) Should an accused party fail to appear before the Joint Trade Board, after being summoned by certified mail, without an excuse satisfactory to the Joint Trade Board, the charge, complaint, or demand will be considered as sustained.

(f) The unanimous unit decision of the Joint Trade Board shall be final and binding on all parties and may only be subject to enforcement or review in a court of competent jurisdiction pursuant to the applicable laws of the United States or the laws of the particular state in which the grievance arose.

(g) In the event that a charge against an employer is brought before and sustained by the Joint Trade Board, the penalty imposed shall be deter-

mined solely by a unanimous unit vote of the Joint Trade Board.

(h) Any member of the Association or Union against whom a charge has been sustained for violating any of the Articles of this Agreement, and who fails to comply with a decision of the Joint Trade Board, shall immediately be deprived of all privileges and benefits of this Agreement. Article XXX, Section 6 with respect to the notice provisions shall apply.

(i) In the event that the Joint Trade Board fails to reach a decision or is deadlocked, that is, there is a split in the unit vote, then the matter shall be submitted within twenty (20) days of the deadlock, in writing, by either party to the American Arbitration Association at its offices in the City of New York for a hearing and decision pursuant to its Labor Arbitration Rules. The award of the Impartial Arbitrator shall be final and binding on all parties. Costs of arbitration shall be borne equally by the parties. Such award shall be confirmed in a court of competent jurisdiction.

(j) An Arbitrator selected to hear and determine any dispute arising under this Agreement shall have authority and jurisdiction only to interpret or apply the terms and conditions of this Agreement and shall be prohibited from adding to, subtracting from, or otherwise modifying or changing any term or condition hereof.

(k) This Article shall not be construed to limit or affect the right of the Benefit Funds to pursue recovery of delinquent contributions in federal court.

Section 3

(A) The Union reserves the right to submit to arbitration any dispute regarding fringe benefit contributions and payroll audit obligations. However, neither this right, nor resort to arbitration over any such dispute, shall be deemed a waiver of the Union's right to resort to any other remedy provided by law, including the right to strike, or the right of the Union or the Funds to seek available remedies in Court. Resort to one (1) remedy at one (1) time shall not be deemed a waiver of the right to resort to others at a future or subsequent time. In the event an

arbitral award favorable to the Union or fringe benefit Funds is rendered regarding delinquent fringe benefit contributions or payroll audit obligations, such decision and award shall contain a directive that the Employer pay damages, including but not limited to interest, back pay, injunctive relief, reasonable fees and penalties, arbitration fees per day for arbitration costs and expenses, plus reasonable attorney's fees. In any proceeding to confirm an award of the Joint Trade Board, service may be made by registered or certified mail, return receipt requested within or without the State of New York, as the case may be.

Section 4.

Any Union member or member of any of the Association, who presides on the Joint Trade Board and is directly involved in any case brought before the Joint Trade Board, shall withdraw from the Joint Trade Board until the case is settled and an alternate shall fill the temporary vacancy.

ARTICLE XX **Clothing and Tools**

Section 1.

The Employer shall be responsible for supplying Tile Setters and Tile Finishers with hard hats, safety goggles, ear protection which shall be considered part of their tools. The Employer shall be responsible for supplying Tile Setters only with Makita saws. Thereafter, the Tile Setters/Finishers shall be responsible for their own gear.

Section 2.

Tile Setters will be given their first (1st) Makita saw. Replacement saws will be supplied by the employee. The Employer will supply replacement blades.

Section 3.

The Employer shall reimburse Tile Setters/Finishers and Apprentices for the loss of tools or both, at the site of any operation where the Tile Setters/Finishers or Apprentices are not able to collect the value of same from the Owner or Contractor or due to fire or the forcible entry to the locker area and/or tool house. The Employer shall attempt to have a locker space made available on all job sites on every three (3) floors.

Section 4.

All disputes regarding loss of clothing and/or tools by a Tile Setter/Finisher or Apprentice, where the Tile Setter/Finisher or Apprentice is not reimbursed by the Employer, shall be taken up by and considered by the Joint Trade Board.

ARTICLE XXI **International Masonry Institute**

Section 1.

(A) The Masonry Industry in the United States and Canada has great and definable needs in the fields of apprenticeship and training, advertising and promotion, research and development, and labor/management relations which must be met if the industry is to grow and prosper. The parties to this Agreement believe that the International Masonry Institute (IMI) is the most effective and efficient instrument for meeting these needs because it offers the greatest possibility of integrating activities in these program areas in an effective manner and coordinating them through a single regional/international system.

(B) As contributions from this geographical area increase, IMI will be able to devote a portion of those monies to advertising and promotion, research and development, apprenticeship and training and labor/management relations programs directed specifically to this area.

ARTICLE XXII

BAC PAC and Local PAC Check-off

The Employer agrees to deduct an amount from the pay of each Employee who is a Union member and who executes a voluntary check-off authorization form for the Bricklayers and Allied Craftworkers Political Action Committee (BACPAC) and/or the Local PAC. Deductions shall be in the amount and at the intervals specified on the check-off form. The Employer agrees to transmit BACPAC deductions to the Treasurer of BACPAC in care of the Union and to transmit Local PAC deductions to the Treasurer of Local PAC in care of the Union. The deduction shall continue for the life of this Agreement for those Employees who sign BACPAC and Local PAC forms unless they are revoked individually and in writing.

The Union shall submit to the Employer a fully executed BACPAC and Local PAC authorization form signed by Employee. Said authorization shall be accurately prepared showing the Employee's full name and social security number. The remittance to the Union shall be accompanied by a statement showing the name of each Employee and the number of hours each Employee has been paid. The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits, disputes, grievances, or other forms of liability (including attorney's fees incurred by the Employer) that shall arise out of or by reason of the operation of this check-off clause or by reason of actions taken by the Employer pursuant to this clause.

ARTICLE XXIII

Payment Bonds

Section 1.

All Employers shall post and maintain a payment bond, letter of credit or cash equivalent in the amount of twenty-five thousand dollars (\$25,000.00) to insure payment of contributions to the fringe benefit Funds.

The payment bond shall be provided upon execution of the Agreement. A Bond shall be maintained for a reasonable period after termination of this Agreement to insure recovery of any delinquencies found by a close-out audit of the Employer. Alternatively, Association Employers may deposit funds equivalent to \$25,000 in an account or certificate of deposit held in escrow by the Association for the benefit of the Funds, with any interest payable to the Employer. Non-association members who do not post a bond and choose to post a cash equivalent shall deposit such cash in an escrow account to be maintained by the Funds.

Section 2.

All new Employers and Out of Town Employers without payment bonds must pay and maintain a security deposit of two (2) weeks in fringe benefit contributions for each worker on the job in advance via certified check and/or money order until such time as a new bond is obtained.

Section 3.

The Union will be responsible to monitor the payment bond requirements and present quarterly reports as to who has been signed as an independent contractor and that payment bonds naming the fringe benefit Funds are in place. The Trustees of the Funds will establish the terms of the payment bond, letter of credit or cash equivalent. The Association members will not be required to post more than twenty-five thousand dollars (\$25,000.00) in payment bonds. Once it has been determined that an Employer cannot secure the requisite bond within a reasonable period of time, the Employer must pay weekly fringe benefit funds up front until such time as they become bondable to a limit of twenty-five thousand dollars.(\$25,000.00).

ARTICLE XXIV

Work and Safety Methods

The Union shall be responsible to make sure that all Tile employees have been OSHA trained and certified and that they maintain that status current before they are assigned to work.

Safe and sanitary regulations as adopted by OSHA shall be rigidly adhered to by both parties to this Agreement.

ARTICLE XXV **Promotion Fund**

Each Employer shall pay five cents (\$0.05) for each straight time hour of work to each of the Associations to promote the Tile Industry, to encourage and increase the use of tile by Architects, owners, general contractors, and the building industry in general and to foster the common interest and welfare of Employers and Employees engaged in the Tile Industry. The Industry Fund shall be administered by a Board of Trustees designated by the Greater New York and New Jersey Tile Contractors Association, Inc. The Board of Trustees shall have the authority to adopt such rules and regulations as may be necessary to the proper supervision and administration of the said Fund. Such rules and regulations shall be binding on each Employer. Local 7 shall have the privilege of appointing a representative to attend meetings of the Board of Trustees at the invitation of the Board.

ARTICLE XXVI **Taft Hartley Benefit Funds**

(1) The Employer shall pay timely and proper contributions based on hours as per the current wage and benefit schedules, and also provide contribution receipts or records in accordance with this Agreement to all current benefit funds as well as their successors and assigns.

(2) Payment of all fringe benefit contributions from any signatory Employer shall be tendered through the purchase of contribution receipts via electronic means under the Contribution Receipt System ("CRS") to the Tile Setters and Tile Finishers Fringe Benefit Funds.

(3) Contribution receipts are due no later than the 15th of each month for Employers who are members of the Association (ex. May benefits will be paid no later than June 15th). In the pay period that immediately follows the 15th; the Employer will print out a voucher and enclose it with

the employee's paycheck. Contribution receipts are due bi-weekly commencing on the 1st and 15th of each month for Independent Employers. These payments will include all benefits that are owed for the prior pay periods. The Employer will print out a voucher and enclose it with the employee's paycheck on the pay period that follows the 1st and 15th of the month. All Employers will be assigned a password for the CRS in order to remit payment of contribution receipts. In the event of a layoff, the Employer may mail the required voucher to the employee at the required payment date.

(4) The purchase of contribution receipts shall be administered by the Fund's Third Party Administrator, which at the time of the printing of this contract is Daniel H. Cook Associates, Inc. located at 253 West 35th Street, 12th Floor, New York, New York 10001.

(5) In the event the Employer fails to purchase contribution receipts in the manner provided for herein, it will be charged the cost to the Funds of having the Administrator's office perform such task for the first (1st) offense; thereafter, a charge of twice the amount of the first offense shall be imposed for the second (2nd) offense; and a charge of three times the amount of the first offense shall be imposed for the third (3rd) offense accordingly. There shall be a minimum charge of \$250.00 for the first offense, \$350.00 for the second offense, and \$500.00 for each offense thereafter.

(6) The defaulting Employer has the right to object to the imposition of said charge by notification to the Joint Trade Board within ten (10) days from the date the fine was imposed upon it.

(7) Failure of signatory Employers to comply with these terms shall constitute a breach of this Agreement by the defaulting Employer, and the Union, on notice, reserves the right to forthwith withdraw its members from jobs of the Employer, or take such other action as it deems necessary, any terms of this Agreement to the contrary notwithstanding.

(8) Payments to each Vacation benefit within Local 7's Welfare Fund shall be deducted from each covered employee's wages after all taxes

have been deducted by the Employer and shall be forwarded to the Vacation Fund as hereinafter provided. Vacation payments under this Article, or any other deduction from an employee's pay, shall be considered the same as wage payments under the agreement. Vacation Fund contributions shall be accrued to each covered employee account.

Article XXVII

Employer Principals

No proprietor or partner of a firm, partnership or corporation who is the Employer herein, nor any person who is a stockholder, officer or director of a corporation or is in any way directly or indirectly (such as through a spouse or family member) financially interested in the Employer's business enterprise, or exercises either directly or indirectly any degree of ownership, management or control over the Employer, shall be permitted to work as a Tile Setter/Finisher on any job involving more than ten (10) team days.

ARTICLE XXVIII

Validity

Section 1.

The Employers and the Union hereto shall be held by and subject to all provisions of this Agreement while it continues in force. It is further agreed by and between the parties hereto that if any Federal or State Court shall at any time decide that any clause or clauses of this Agreement is or are void or illegal, such decisions shall not invalidate the other portions of this Agreement, but such clause or clauses shall be stricken out and the remaining portion of this Agreement shall be considered binding between the parties hereto. Nothing contained in this Agreement shall be construed to prevent any one (1) or more individual Tile Setters/Tile Finishers from pursuing whatever civil or criminal remedies that they may have under the law for the collection of their wages, or any part thereof.

Section 2.

Any provisions of this Agreement hereinabove mentioned which provide for Union security or employment in a manner or to an extent prohibited by any law or the determination of any Governmental Board or Agency shall be and hereby are of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions of this Agreement which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the Court of highest recourse to be legal or permissible, then any such provision of this Agreement shall immediately become and remain effective during the remainder of the term of this Agreement. The Union reserves the right to renegotiate any of the provisions of this Agreement which may be of no force or effect.

Section 3.

Any laws and rules of the International Union or the mandates of the Executive Board or any rules or regulations of the Tile Contractors Association of America which may be in conflict with the provisions contained in this Collective Bargaining Agreement shall be subordinated to this Agreement and the terms and conditions of this Agreement shall govern.

ARTICLE XXIX

Most Favorable Employer

The Union agrees that in the event it enters into any contract with an Employer within the territorial jurisdiction of this Agreement, which shall provide more favorable terms to such Employer, including rates of pay or conditions of employment than are provided in this Agreement, it will and hereby does authorize the Association to adopt such more favorable terms at its option. Upon exercise of such option by the Association upon at least ten (10) days written notice thereof to the Union, such more favorable terms and conditions will immediately and automatically become a part of this Agreement.

ARTICLE XXX
Terms of Agreement

(1) This Agreement shall be effective for the period from June 8, 2009 to June 2, 2013 between Local 7 and the Greater New York and New Jersey Tile Contractor's Association, Inc.

(2) Pursuant to Section 8(d) of the National Labor Relations Act, where the Union or the Association desire to terminate or modify this Agreement, the party desiring termination or modification of the Agreement must serve written notice by certified mail "return receipt requested" of the proposed termination or modification sixty (60) days prior to the expiration date of this Agreement. The party desiring termination or modification must notify the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days after such notice of the existence of a dispute, and must simultaneously notify the state agency established to mediate and conciliate disputes.

(3) Notice by either side of its desire to terminate or modify this agreement. shall be given in writing, by certified mail "return receipt requested," by the party contemplating such change or changes at least three (3) months prior to the expiration of this Agreement, and unless such notice is received within the time herein specified, this agreement shall continue from year to year thereafter until termination by either party upon ninety (90) days advance written notice.

(4) All notices, requests, demands and other communications which are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or after dispatch to certified mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made, at the addresses set forth below, or at such other address as any party may specify by notice to all parties given as aforesaid.

(5) There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement

(6) This Agreement shall be binding upon and shall inure to the benefit to

each party hereto, and any successor thereto resulting from a merger, consolidation or other reorganization or restructuring.

(7) The person signing on behalf of the Employer hereby acknowledges by their signature receipt of copies of the Agreements and Declarations of Trust of the Tile Setters/ Finishers Union Pension Fund, Insurance Fund, and Welfare Fund and to assume all obligations of the Employer provided for in this Trade Agreement. The person signing on behalf of the Employer warrants and represents that they have the authority to bind the Employer and the principals.

(8) This Agreement supersedes all prior agreements and understandings between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof.

(9) No provision of this Agreement shall be modified, amended or terminated, except by a writing specifically referring to this Agreement and signed by all of the parties hereto.

(10) This Agreement constitutes the entire agreement between both parties and concludes all collective bargaining negotiations for the full term hereof and any automatic extensions and renewals thereof. It is agreed that all matters desired by any of the parties have been presented, discussed and incorporated herein or rejected.

Effective Date: June 8, 2009

The Association binds its affiliates herein now and thereafter during the term of this Agreement. Any Employer, who performs work within the jurisdiction of the Association, must sign in the section referenced below. In addition, all Employers must provide their Federal Identification number as provided under IRS form W-9, "Request for Taxpayer Identification Number and Certification" as annexed hereto.

GREATER NEW YORK AND
NEW JERSEY TILE CONTRACTORS
ASSOCIATION, INC.:

Title:

Title:

LOCAL UNION NO. 7:

President

Secretary/Treasurer

For the Independent Employer

(Effective June 8 2009 through June 2, 2013)

1. The undersigned independent employer acknowledges that they have read the Agreement between the Greater New York and New Jersey Tile Contractors Association, Inc. and the Tile Setters and Tile Finishers Union of New York and New Jersey of the International Union of Bricklayers and Allied Craftsmen, Local Union No. 7 (hereinafter the "Union"). The jurisdiction of this Agreement covers New York City, the State of New Jersey, Long Island, and the following upstate counties in the State of New York: Westchester, Rockland, Putnam, Orange, Sullivan, Dutchess and Ulster as set forth in the foregoing pages of said Collective Bargaining Agreement of which the independent employer acknowledges they have received. The independent employer agrees to abide and be absolutely bound by such Agreement or any modifications or amendments that maybe executed between the above parties during the term of said Agreement. The undersigned is affixing their signature in a dual capacity both on behalf of themselves and on behalf of the independent employer and represents by their signature their authority to bind the firm, the principals and members thereof, as well as themselves.

This Agreement shall be effective for the period June 8, 2009 to June 2, 2013 for the Greater New York and New Jersey Tile Contractors Association, Inc. This Agreement and any amendments hereto shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one (1) party by registered or certified mail, return receipt requested, and received at least three (3) months prior to the expiration of this Agreement, and unless such notice is received within the time herein specified, this agreement shall continue from year to year thereafter until termination by either party upon 90 days advance written notice.

The Union shall maintain a list of Employer signatories to the collective bargaining agreement and agrees to supply the Associations with a copy of the current list of Employer signatories to the collective bargaining agreement on signing of the contract and as additional signatories are added.

INDEPENDENT EMPLOYER SIGNATURE PAGE

Date: _____

Employer _____

Federal ID. No.: _____

Name and Title _____

Signature: _____

Corporate Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail _____

Accepted by: TILE SETTERS and TILE FINISHERS UNION OF
NEW YORK and NEW JERSEY, LOCAL UNION NO. 7

BY: _____
Local Union No.7 Union Representative

Title: _____

SCHEDULE A

WAGES

INCREASES DUE TO LOCAL 52

June 2009	\$0
Dec 2009	\$0
June 2010	\$1.43
Dec 2010	\$1.43
June 2011	\$1.43
Dec 2011	\$1.43
June 2012	\$1.43
Dec 2012	\$1.43

INCREASES DUE TO LOCAL 77 AND 88

June 2009	\$0
Dec 2009	\$0
June 2010	\$1.18
Dec 2010	\$1.18
June 2011	\$1.18
Dec 2011	\$1.18
June 2012	\$1.18
Dec 2012	\$1.18

SCHEDULE B

STANDARDS OF EXCELLENCE

The purpose of these Standards of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction Employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- > Provide a full days work for a full days pay;
- > Safely work towards the timely completion of the job;
- > Arrive to work on time and work until contractual quitting time;
- > Adhere to contractual lunch and break times;
- > Promote a drug and alcohol free work site;
- > Work in accordance with all applicable safety rules and procedures;
- > Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;
- > Respect management directives that are safe, reasonable and legitimate;
- > Respect the rights of co-workers;
- > Respect the property rights of the owner, management and contractors.

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under these Standards of Excellence. The affiliated unions will expect the following from its signatory contractors:

- > Management adherence to the collective bargaining agreements;
- > Communication and cooperation with the trade foremen and stewards;
- > Efficient, safe and sanitary management of the job site;
- > Efficient job scheduling to mitigate and minimize unproductive time;
- > Efficient and adequate staffing by properly trained employees by trade;
- > Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;
- > Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner;
- > Promote job site dispute resolution and leadership skills to mitigate such disputes;
- > Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in these Standards of Excellence.



100 Park Avenue
New York, NY 10017
phone (212)-399-3668
fax (212) 265-5731

www.tishman.com

June 20, 2012

Roofers Local Union No. 8
12-11 43rd Ave.
Long Island City, NY

Re: Collective Bargaining Agreement and Wage Rates
Roofers Local Union No. 8

Dear Mr. [REDACTED]

I spoke with you a few weeks ago about obtaining a copy of the above mentioned CBA and Wage Rates. I have not received it as yet. I called again today and was told to fax my request to you on letterhead.

Please fax back to me the CBA and Wage Rates to Fax [REDACTED] or e-mail to me at [REDACTED].

Thank you for your consideration.

Very truly yours,

Tishman Construction Corporation of New York

(2)

C.B.A.

7-1-09 - 6-30-11

**WORKING AGREEMENT
LOCAL UNION NO. 8
UNITED UNION
OF
ROOFERS,
WATERPROOFERS
AND
ALLIED WORKERS**



**AND
ROOFING & WATERPROOFING
CONTRACTORS ASSOCIATION
OF NEW YORK AND VICINITY**
and those Employers who subscribe thereto

Effective July 1, 2009

Terminates June 30, 2011



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**UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED WORKERS,
LOCAL UNION NO. 8**

**ARTICLE I
Agreement**

AGREEMENT made as of the 1st day of July 2009, by and between the United Union of Roofers, Waterproofers and Allied Workers, Local Union No. 8, hereinafter referred to as the "Union," and Roofing & Waterproofing Contractors Association of New York and Vicinity, hereinafter referred to as the "Association," for and on behalf of its members, who, together with such other Employers who may become parties to this Agreement, are hereinafter referred to as "Employers."

Any Employer not a member of the Association agrees to be bound by the terms and conditions of this Agreement in all respects and further agrees that the Association shall act for and on behalf of such Employer in all matters including the appointment of Employer Trustees, and amendments and changes to the Agreement and Declaration of Trust.

If the Employer who has executed this Agreement is not a member of the Association, then such Employer agrees that with respect to any Health and Welfare, Summer/Winter, Annuity, Pension or any other benefit plan, the Association shall act for and on behalf of such Employers in all matters relating thereto, including the appointment of Employer Trustees, and amendments and changes to the Agreement and Declaration of Trust.

WHEREAS, it is in the best interest of the parties to prevent strikes and lockouts, promote the general welfare of the trade, to adjust all grievances, thereby averting strikes, and to promote accord in the industry, and in consideration of the mutual covenants and conditions to be observed and performed by the parties hereto, it is agreed that:

ARTICLE II

Geographic Jurisdiction

The geographic area and jurisdiction covered by this Agreement is composed of the five (5) boroughs constituting the City of New York; also Westchester, Rockland, Dutchess, Orange, Putnam, Sullivan and Ulster Counties in New York State, and Hudson County, east of the Hackensack River in New Jersey.

ARTICLE III

Work and Material Jurisdiction

Section 1. This Agreement is made freely and by mutual consent of the parties hereto, and is intended to set forth and describe rules and regulations governing employment, wage scales and working conditions of journeymen roofers, waterproofers, damp-proofers, apprentices, foremen and all Employees engaged in connection with the application of roofing, dampproofing and waterproofing on any and all types of structures with materials of the following description when used for roofing, waterproofing, dampproofing, or allied work and all trade jurisdiction pursuant to Article II of the Constitution of the International Union of Roofers, Waterproofers and Allied Workers Constitution and By-Laws of the International Union of Roofers, Waterproofers and Allied Workers as adopted in October, 2008 and also specifically listed therein.

Tar, asphalt, pitch, felt, cotton cloth or any other bituminous material, or bitumen saturated or bitumen coated material, including all types of acrylics.

Slag, marble chips, limestone chips, gravel or any other type of aggregate.

Cork, aluminum foil, celotex, glass fibre, foamglass, wood fibre, vegetable fibre, insulations, or other fibers and Fabrics and felt stripping of sheet metals when used in conjunction with tar, asphalt, pitch or any other type of bitumen or any other dampproofing, water-resistant or waterproofing preparation and/or compounds.

Asphalt mastic, rock mastic, asphalt blocks and asphalt planks when used primarily for waterproofing and roofing purposes. The laying, pouring and running of all wood block, tar block, tar concrete, brick, slate and tile in or with pitch, tar, asphalt, plastic slate, asphaltic mastic or any other form of bituminous material.

Colorless waterproofing, silicone coating, dampproofing fluid compounds, semi-mastics, emulsions and the like materials whether applied by brush, trowel or spray gun, including all plastic and vinyl composition of any color for roofing and waterproofing. Pouring and/or pointing of all expansion joints with bituminous material. Stainless steel, asphalt & asbestos shingles; asphalt & asbestos siding & slate & tile. Dex-O-Tex, Cementitious or similar products for roofing, waterproofing, and dampproofing.

Pitch enamels where the primary purpose is the protection of steel and metals against the corrosive action of water, acids or any other fluids. Bituminous materials where used for coatings. Preformed type waterproofing; Neoprene and Hypalon roofing systems. Trocal roofing system, water guidance roofing system. KMM, all 3M products, polyurethane, thin-deck, Carlisle, etc. Epoxy coatings, Saraloy "400" sisalkraft. Poly Ethylene and Poly Vinyl products such as Vis-Queen, Nervarstral, Urethane, etc. All Weathercrete insulating fill.

All forms of elastomeric and/or plastic (elasticplastic) roofing and waterproofing systems, both sheet and liquid applied whether single-ply or multi-ply. These shall include but not be limited to:

PVC (polyvinyl chloride systems) Butyl Rubber

EPDM (ethylene propylene diene terpolymer) PIB
(polyisobutylene)

CPE (chlorosulfonated polyethylene) ECB (ethylene-copolymer-bitumen and anthracite dusts. Also know as modified or plasticized asphalts.)

All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives.

All sheetrock when used for fire retardation.

All types of aggregates, blocks (pavers), bricks or stones used to ballast those elastoplastic systems.

All types of aggregates, blocks (pavers), or stones, used as a ballast for Inverted Roofing Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roofing membrane, concrete paving units, or planking on any rooftop walkover or patio decks.

All sealing and caulking of seams and joints on these elastoplastic systems to ensure watertightness.

All liquid-type elastoplastic preparations for roofing, damp-proofing or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside a building.

All sheet-type elasto-systems (i.e. Nob Lock), whether single or multi-ply for waterproofing either inside or outside a building.

All priming of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three-knot brush or spray systems.

All types of pre-formed panels used in waterproofing (Vol-clay, etc.). All products used for garage, waterproofing and deck coatings whether done by brush, roller, spray, squeegee, etc.

All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.

All handling of roofing, dampproofing and waterproofing materials.

All hoisting and storing of roofing, dampproofing and waterproofing materials.

All types of spray-in-place foams such as urethane or polyurethane and the coatings that are applied over them.

All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs.

All installation of air and vapor barriers.

Any and all components of living roof/green roofing systems, including, but no limited to, membranes, insulation, filters, fleece, vegetation blankets, plantings and soils.

Any and all components of any solar or photovoltaic cell-type roofing systems and/or structures, including, but not limited to, shingles, slate or similar systems, and any and all roof membranes used in connection with transforming solar energy to electrical energy and any part of these systems used for ballast or roof membrane protection.

On all new work, all material pertaining to roofing and waterproofing, including the removal of debris, is under the sole jurisdiction of the Roofers and Waterproofers of Local Union No. 8.

All reroofing, including all tear-off and/or removal (of any type of roofing or debris), all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be laid or relaid or any materials coming under the scope of jurisdiction as outlined in Article III is to be applied.

Membrane used as air barrier, vapor barrier, termination bar, R-Mer-Lite type roofing system, composite board consisting of plywood, particle board or homasote bonded to insulation and any and all insulation applied on top of a roof deck when put down in conjunction with any membrane as outlined above.

Roofers shall handle all roofing materials on the job, regardless of whether the same had been purchased by the roofing contractor or the general contractor. It shall be the responsibility of the roofers to move, load or unload on the jobsite all roofing materials and/or roofing equipment. There shall be a minimum three (3) roofer crew unloading and loading of all jobs.

Section 2. Employees shall apply and install the above materials on the following types of structures: Roofs, roofs, of tun-

nels, machine rooms, walls, subways, bridges and other similar structures. (Pits, trenches, pools, toilets, kitchens, bathrooms, tankrooms, foundations, electroplating rooms, parking garages, masonry walls, etc., pipes, beams and tanks of all descriptions, spandrel beams and/or columns.)

Section 3. Any materials, labor, applications, mechanics or procedures which may be presently in use or which may subsequently be introduced in the industry hereinabove notwithstanding; it is the clear and unequivocal intention of the parties to give to the Union, jurisdiction, no matter whatsoever materials, labor, applications, mechanics or procedures be used or pursued, over all forms of roofing, waterproofing, dampproofing and related work. This is intended to be an all encompassing clause, the purpose of which is to eliminate disputes in the future as to the jurisdiction of the Union.

Section 4. Within the limits of New York City, New York, disputes which arise between the roofing trade and other trades and disputes relative to questions of jurisdiction of trade shall be adjusted in accordance with the method set forth in the Joint Arbitration Plan of the New York Building Trades as adopted and amended and all decisions rendered thereunder determining disputes arising out of the conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the parties hereto unless the National Building Trades adopts a policy that supersedes the Joint Arbitration Panel of the New York Building Trades.

ARTICLE IV

Union Security and Recognition

Section 1. This Agreement shall apply to all persons, whether foremen, journeymen or apprentices (hereinafter referred to as "Employees" who are all present Employees who are members of the Union shall remain members in good standing as a condition of their employment. All present Em-

ployees who are not members of the Union shall, within seven (7) days following the effective date of this Agreement, become and remain members in good standing of the Union as a condition of their employment. All Employees who are hired hereafter shall, within seven (7) days following the beginning of their employment, become and remain members in good standing of the Union as a condition of their employment.

Section 2. The Employer further agrees that if a majority of its Employees authorize the Union to represent them in collective bargaining, the Employer will recognize the Union as the NLRA Section 9(a) collective bargaining agent for all employees performing roofing work within the jurisdiction of the Union.

Section 3. During the lifetime of this Agreement, should legislation be enacted so as to reduce the time within which an Employee may be obliged to become a Union member, then such shortened period or reduced time shall be deemed to be part of this Article IV, the seven (7) day period hereinabove provided for notwithstanding.

Section 4. The Employer recognizes that he is obliged to, and agrees to deduct Working Dues from Employees' wages upon receiving written authorization therefore from the Employee in a sum mandated by the Union from time to time, and to remit same to the Union monthly.

Section 5. The Employers hereby agree that they shall be required to notify the Union of any job openings, the purpose of same being specifically to give to the Union an opportunity to refer qualified apprentices, journeymen and foremen roofers, waterproofers and dampproofers for work.

Section 6. If an Employer, either directly or through others, exercises any substantial degree of ownership, management or control in the operation of any other business, including a joint venture or a venture commonly referred to as an alter ego, which performs any work of the type covered by this Agree-

ment within the trade jurisdiction of the Union, such other business entity must have a signed Agreement with the Union.

Section 7. Contractors signatory to this Agreement, and herein noted as the "Employer," shall not engage in assigning, subcontracting or subletting work to, lending or renting equipment to, transferring or lending money to, transferring, lending or selling material to, or lending or transferring the use of labor to a business or individual which performs any work of the type covered by this Agreement, within the trade jurisdiction of the Union unless the other individual or business in receipt of the abovementioned transactions has a signed Agreement with the Union and is in compliance with said Agreement. If said signatory contractor violates the provisions of this Section, then the work performed by the subcontractor shall be deemed to have been performed by the signatory contractor, who shall be automatically obliged to make all payments, including wages and benefits, as though said signatory contractor had actually done the work performed by the subcontractor. In addition, subcontracting shall include any non-bargaining unit employee found to be performing work within the jurisdiction of Local 8. In such a case, the Employer will be required to pay wages and benefits for all hours worked by non-unit employees to Local 8 members on the out of work list. This liability on the part of the signatory contractor shall not prevent the Union and/or the Funds from taking such steps, in their discretion, against the subcontractor as provided in other sections of this Working Agreement.

Section 8. It is agreed that any violation of this Agreement or the subletting or subcontracting of any work within the jurisdiction of the Union to any person, firm or corporation not a signatory to this agreement shall be sufficient cause for removal of roofers, waterproofers and apprentices from the signatory Employer.

Section 9. It is stipulated and agreed to by and between the parties to this Agreement that only persons who are authorized officers and agents of the Union shall be recognized by the Em-

ployer as being authorized to act for or on behalf of the Union in any manner whatsoever under the terms of this Agreement. The actions, declarations, or conduct of any other person except those authorized, whether performed, made or engaged in with respect to the Union or not, are not and shall not be considered to be the acts of officers or agents of the Union and shall not constitute any authorized acts for and on behalf of the Union. Neither the Employer nor the Union nor the Union's officers or agents shall by their conduct in that respect bind upon the Union, nor shall they form the cause of any basis for liability of any nature whatsoever on the part of the Union.

Section 10. Any Employer who enters into an agreement to complete the work of any Employer shall become obligated to pay any monies due and owing the Union for Working Dues and the Fringe Benefit Funds for contributions, from the previous Employer on said job, for work performed on said job prior to the start of the job in question.

ARTICLE V

Wages

Section 1. The minimum rate for wages and fringe benefit fund contributions for all employees covered by this Agreement, when employed within the jurisdiction of the Union, to perform work specified in this Agreement, shall be as follows:

See Schedule A attached for wages and benefits for foremen, journeymen and apprentices as of 7/1/09.

Effective 7/1/10

\$1.50 per hour increase

Increases to be allocated by the Union

Section 2. In order to assure and guarantee wage payments to Employees, the Employer shall be obliged first to post a bond or collateral in an amount sufficient to cover the employers payroll obligations for 2 months if requested.

Section 3. The Employer shall reimburse the Employee for any check cashing fees incurred by the Employee provided proof of said fee is furnished to the Employer.

Section 4. Foremen's wages shall be computed at One Dollar and fifty cents (\$1.50) additional per hour over the journey-men's rate. Men laying brick shall be paid forty (\$.40) cents per hour over and above the prescribed wage rate contained herein.

Section 5. The Employer cannot discharge or lay off an Employee at any time except during regular working hours of the work day, and only if paid in full at that time. Any Employer who fails to comply with this provision shall be compelled to pay said Employee an automatic additional two (2) hours pay plus fringe benefits.

Section 6. Employees who are not paid in full at the regular time, on the regular pay day, shall be entitled to be paid their hourly wages for waiting time, not to exceed two (2) days. This shall not apply where failure to pay is due to circumstances beyond the Employer's control.

Section 7. All contractors including any contractor coming from outside the geographical jurisdiction of Local No. 8 and doing work in said jurisdiction shall pay a Local No. 8 member foreman's rate regardless of the number of men employed by such contractor on the jobsite.

Section 8. The Employer agrees that there shall be no loss of time to the Employee in the event of breakdown of mechanical equipment.

Section 9. All Employees who report for work and who finish the job prior to the normal quitting time shall be paid full days' wages.

Section 10. Employees who are instructed to report for work shall receive not less than two (2) hours reporting pay, providing weather and job conditions are such that work can commence. If they are assigned to work and do work more than

two (2) hours, they shall receive not less than four (4) hours pay. Men who are instructed to report for work shall remain on the job until termination of time.

Section 11. The Employer agrees not to enter into any individual agreement which permits his Employees to perform their work on any basis of pay other than an hourly rate which shall not be less than the rate specified in this Agreement. It is further agreed that all forms of compensation related to Employee productivity, such as bonus systems, piece work systems, lumping labor systems and other incentive type arrangements will not be used.

Section 12. An Employer whose main and principal shop or place of business is located outside the geographical area of Local No. 8 and who performs work in the jurisdiction of Local No. 8 shall, if his Home Collective Bargaining Agreement stipulates additional compensation for the use of mops and application of pitch, pay his Employees who are members of Local No. 8, additional compensation.

Section 13. Employees shall notify the Union Hall when an employee or employees are absent and replacements will be sent in their place so crew and job will not be affected.

ARTICLE VI

Hours and Holidays

Section 1. The regular working day shall consist of seven (7) hours of work, namely, from eight (8:00) A.M. to twelve (12:00) Noon and from twelve-thirty (12:30) P.M. to three-fifteen (3:15) P.M. Fifteen minutes shall be allowed for cleanup time. Regular work days shall be Monday through Friday inclusive, except for holidays.

Section 2. Overtime at the rate of time and a half shall be paid for all work performed outside regular working hours, work performed during the lunch period, and work performed on Saturdays and Sundays, and the following holidays:

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day

Christmas Day
President's Day
Independence Day
Election Day (Presidential
only)

When a holiday falls on a Sunday, the following day shall be observed as such holiday.

Section 3. For any overtime work, permission must first be obtained from the Local No. 8 office and if said Local so recognizes same to be emergency work, then, and in that event only, permission for same shall be granted. To obtain such permission, the Job Steward and/or Employer must first call the Local No. 8 office.

Section 4. On all roofing work, the Employer may work his Employees eight (8) hours per day at the straight time rate, providing that the Union be given ample notice and that the eight (8) hour day will be from start to completion of job.

Section 5. It is mutually agreed that the regular work day may commence at any time between the hours of five (5:00) A.M. and eight (8:00) A.M. with all work performed prior to the agreed upon starting time being paid at the rate of time and one-half.

Section 6. If the Employer can only obtain the hoist during the lunch period, then the men working during said lunch period shall be paid at the straight time rate.

Section 7. Employees who are required to report at the shop for instructions shall not be required to report more than 15 minutes before the established start time and will be paid from the time they are told to report to the shop. Employees instructed to report to shop must be put to work, or paid a minimum of two (2) hours. Where men are working on a job and have to contact the office each day, the foreman shall notify men before quitting time.

Section 8. Men lighting kettles shall be paid at the rate of time and one-half anytime before starting time.

ARTICLE VII

Shift Work

Section 1. On shift work, the regular working hours of 8:00 A.M. to 3:15 P.M. shall constitute the first shift. The Employee will receive a 10% night differential on his wages for the next seven (7) hours worked, and a 15% night differential on his wages for the next seven (7) hours worked. Employees working more than seven (7) hours on any shift will receive the rate of time and one-half (1½) for all hours worked over seven (7) hours on any given shift.

ARTICLE VIII

Benefit Funds

Section 1. The Employer agrees to be bound by and to comply with the applicable provisions of the Trust Agreement and any amendments thereto establishing the United Union of Roofers, Waterproofers and Allied Workers, Local Union No. 8 Pension Fund, Annuity Fund, Summer Benefit Fund, Winter Benefit Fund, Welfare Fund, Labor Management Committee Fund, Industry Promotion Fund, Apprentice Training Fund and Research and Education Fund (hereinafter referred to as "Funds").

The Trust Agreements of the Funds provide for the payment of contributions monthly into the Funds and shall become as-⁹⁷ sets of the Funds when due and owing.

The amounts due the Funds shall be computed by multiplying the total number of hours worked by employees times the current schedule of contributions per hours as outlined under the contribution rates established.

Monthly Reports shall accompany each remittance of contribution on forms required by the Trustees of the Funds.

Section 2. All payments to the Local No. 8 Funds and to Local No. 8 for Working Dues shall be submitted monthly. Monthly contributions to the Funds and working dues as well

as reconciliation reports shall be due fifteen (15) days after the close of the month upon which the report is being submitted.

Section 3. All delinquent contributions to the Funds and for Local No. 8 Working Dues shall bear interest of two percent (2%) per month. All reasonable costs, fees and disbursements incurred in collection of delinquencies shall be paid by the delinquent Employer pursuant to the Funds Delinquency Policy.

Section 4. If any Employer becomes delinquent in its contributions to the Funds or to Local Union No. 8 for Working Dues, then the Union shall have the option to withdraw all manpower from said Employer. If the employees are withdrawn, they shall be paid full time for their days lost, not to exceed two (2) days.

Section 5. As a condition precedent to the signing of this Collective Bargaining Agreement each Employer agrees to furnish immediately a bond with corporate surety that is acceptable to the Administration of the Funds guaranteeing the payment of the contributions to the Funds provided for in this Agreement. The amount of such bond shall be based upon the total number of employees including Foremen, Journeymen and Apprentices employed by said Employer as follows:

(A) Each Employer covered by this Agreement shall provide throughout the term of this Agreement, a surety bond issued by a surety company in the State of New York with at least a "B" rating to guarantee payment to the respective Benefit Funds of all required benefit fund contributions.

(B) Each Employer shall furnish to the Trustees of the respective Fringe Benefit Funds a bond in an aggregate amount equal to Eight Thousand (\$8,000.00) Dollars per Employee multiplied by the number of Employees employed. The minimum amount of the surety bond shall be One Hundred Thousand (\$100,000.00) Dollars. In lieu of a bond or as a supplement to a bond, an Employer may, at the sole discretion and upon the sole consent of the Trustees of the respective Benefit Funds,

establish an escrow account and/or collateral alternatives in satisfaction of this bonding requirement.

(C) No Employee may work on any job unless the Employer shall have furnished such bonds as required by this Agreement. When an Employer bound by this Agreement owes to the Union or the Benefit Funds an amount greater than the face amount of the surety bonds furnished, the surety bonds shall be increased to cover such indebtedness. If this is not done, the Union shall, after giving three (3) days notice, remove all Employees of the bargaining unit from the employ of that Employer.

(D) The Trustees of the Benefit Funds shall have the right to request any Employer to increase the amount of the bond in Section 1 of this Article whenever they deem it necessary for the protection of Benefit Funds.

Section 6. An Employer who has not had a collective bargaining agreement for the period immediately preceding this one is hereby required, in accordance with the above, to post a bond, cash or equivalent collateral in an amount equal to the projected amount of liability to be incurred by the Employer and due and owing to the Funds based upon the length of the job and the anticipated man hours to be worked.

(A) An Employer who has been a party to the previous Collective Bargaining Agreement and who is delinquent to the Funds and to the Union for Working dues shall not be qualified to become a party to this Agreement unless the delinquency to the Funds and to the Union is rectified in full.

(B) The above provisions notwithstanding, an Employer who has signed this Collective Bargaining Agreement (CBA) is hereby given a period of thirty (30) days from the date in which to produce said surety bond, cash or equivalent collateral. The failure of the Employer to produce, said surety bond, cash or equivalent collateral, shall cause the CBA, at the option of the Local Union, to terminate. However, during said thirty (30) day period, the Employer shall be obligated to make all contribu-

tions to the Funds and the Local Union for Working Dues, as required by said Bargaining Agreement.

(C) The surety bond amount may be reduced by the Trustees upon application by the Employer with good cause shown. In no event shall any Bond be less than the average number of employees normally employed by the Employer based upon the man hours worked the prior years.

Section 7. The term "Employer" shall also include the Union, the Joint Apprentice Committee, the Welfare Fund, the Pension Fund, the Annuity Fund, Summer/Winter Fund, the Labor Management Committee Fund or any benefit fund affiliated with Local Union No. 8 which pays wages. They shall make contributions to the United Union of Roofers, Waterproofers and Allied Workers, Local Union No. 8 W.B.P. & A. Funds for the purpose of benefits coverage on behalf of employees of the Union and of the Joint Apprentice Committee, and the funds listed above.

Section 8. The books and records of the Employer shall be made available at reasonable times for inspection and audit by, but not limited to, the accountant, outside independent auditors or other representatives of the Trustees of any of the Fringe Benefit Funds. The Employer shall be required to disclose upon such audits all payrolls and payroll ledgers, W-2 forms, quarterly payroll tax returns (Form 941), quarterly state payroll tax returns (Forms WRS-2 and WRS-30), annual federal and state tax returns, cash disbursement journals, purchase journals, New York State employment records, insurance company reports, Employer remittance reports, payroll and supporting checks, ledgers, vouchers, 1099 forms, and any other documentation concerning payment of fringe benefit contributions for hours worked by Employees remitted to multiemployer fringe benefit funds other than Fringe Benefit Funds described herein, and any other items concerning payrolls. In addition, the aforementioned books and records of any affiliate subsidiary, alter ego, joint venture or other related company of the Employer doing bargaining unit

work within the Union's jurisdiction, shall also be made available at all reasonable times for inspection and audit by, but not limited to, the accountants, outside independent auditors or other representatives of the Trustees of the Fringe Benefit Funds. The Employer agrees to pay the cost of the audit if the audit shows a discrepancy of five (5%) percent or more when compared to the total contributions made during the audit period.

Section 9. Upon failure of an Employer to make remittances to any of the Funds or to the Union in accordance with the terms of this Agreement, the Employer hereby agrees pursuant to the Funds' delinquency policy in effect to bear the expenses for and to pay the fee or fees for an audit or for the Attorney or Attorneys of the Funds and the Union, including related expenses in addition to such Court costs, disbursements and interest as assessed.

ARTICLE IX

Industry Promotion Fund

Section 1. The Employer shall contribute to the Industry Promotion Fund amounts computed by multiplying the total number of hours worked by foremen, journeymen and apprentices times the agreed upon amount per hour. Reports shall accompany each remittance on forms as required by the Trustees of the Fund. Collection procedures shall be the same as set forth for the other Funds as more fully described in Article VIII. 999

Section 2. The efforts of the Industry Promotion Fund shall be devoted to promote the business and welfare of the Roofing Industry within the trade jurisdiction of the Union, and more specifically to make known the jurisdiction of the industry and to promote the programs of education, training, administration of collective bargaining agreements, research and promotion of roofing products, to stabilize and improve Employer-Union relations, promote, support and improve the training and employment opportunities of Employees, and to disseminate to General Contractors, Architects, Engineers and Owners, information

about the kind, quality and merits of the work done in the Industry; to make public the terms and conditions of this Agreement in order to avoid grievances and jurisdictional disputes, and to provide expanded opportunities for the employment of apprentices, journeymen and foremen roofers. No part of said Industry Promotion Fund shall be used for anti-Union activities.

Section 3. The Industry Promotion Fund shall be administered by Trustees appointed solely by the Association.

ARTICLE X

The Joint Apprenticeship Program

Section 1. The parties heretofore have established an apprenticeship training system under the supervision and guidance of the Bureau of Apprenticeship Training, New York State Department of Labor and the New York City Board of Education, for the purpose of adopting training methods for profitable employment with opportunities to attain the efficiency and versatility required for true craftsmanship, all of which will help immeasurably to raise the level of workmanship for the trade and to further the assurance to the Employer of proficient workers at the conclusion of training programs.

Section 2. Hourly wages for Apprentices shall be as follows:

- 1st Year Apprentice — 35% of Journeyman Rate
- 2nd Year Apprentice — 50% of Journeyman Rate
- 3rd Year Apprentice — 60% of Journeyman Rate
- 4th Year Apprentice — 75% of Journeyman Rate

Section 3. Benefit Fund contributions for apprentices are to be prorated in accordance with the apprentice wage scale so that if, for example, an apprentice receives 50% of journeyman's wage rate, then the benefit fund contribution rate shall be 50% of the Journeyman's contribution rate except as detailed in Section 6. Thirty-five percent (35%) apprentices shall receive Pension and Health & Welfare contributions only.

Section 4. All apprentices shall apply for and receive the required Certificates of Fitness by the end of the first year of apprenticeship.

Section 5. All apprentices shall be paid eight (8) hours times their respective rate for related instruction if they attend two consecutive days of class (i.e., Saturday and the Monday immediately following).

Section 6. All apprentices will have a fee deducted from their summer and winter benefit funds to pay for their membership and six months dues upon completion of the Apprenticeship Program.

Section 7. No apprentice shall work on a day scheduled for related instruction class.

Section 8. Ratio for journeyman to apprentice:

1 to 1 starting, 2 to 1 thereafter

Example: 1 journeyman — 1 apprentice
4 journeypersons — 2 apprentices
6 journeypersons — 3 apprentices

Section 9. Work Dues for apprentices shall be the same as those of other Employees subject to this Working Agreement.

Section 10. The Employers shall contribute, to the Joint Apprentice Committee Fund, Industry Promotion Fund and International Research Education Fund, amounts computed by multiplying the total number of hours worked by his Employees times the current schedule pursuant to Article V per hour. Collection procedures shall be the same as set forth for the other Funds as more fully described in Article VIII.

ARTICLE XI

Research and Education Fund

Section 1. There has been established a Trust Fund known as the Roofers and Waterproofers Research and Education Joint

Trust Fund (referred to as the "Fund") in order to develop and promote quality training programs, to establish, maintain and protect work jurisdiction, to identify expanding work opportunities for roofers and waterproofers and to improve the safety and health of roofers and waterproofers.

ARTICLE XII

Stewards

Section 1. Prior to the starting of any and all jobs, the Employer is required to notify the Union in order to obtain a Job Steward for each job. The Job Steward shall be for the job assigned only. It shall be the Job Steward's duty to report back to the Union Representative upon completion of said job.

Section 2. For employers located outside the jurisdiction of Local 8 who are working within the jurisdiction of Local 8, the Union shall have the right to appoint one (1) job steward on each job. The steward on each job shall have superseniority (i.e., the last employee to be laid off and the first employee to be recalled). No job steward shall be laid off so long as the Employer retains on each job more than one established foreman on active employment.

Section 3. Failure on the part of the Union to invoke the provisions of this Article at any one or more times shall in no way, shape, manner or means be deemed a waiver on its part.

Section 4. The Union shall have three (3) months to present a feasible system of Shop Stewards to the Employers, who shall then negotiate and evaluate said system with the Union.

ARTICLE XIII

Travel and Transportation Schedule

Section 1. Transportation reimbursement within the Union's jurisdiction shall be paid to all employees covered by this Agreement per day as follows:

NEW YORK

- \$ 3.25 — 4 Boroughs (NYC, Bronx, Brooklyn, Queens)
- \$ 9.00 — Staten Island
- \$ 7.00 — Westchester County South of 287
- \$12.00 — Westchester County North of 287
- \$10.00 — Rockland County South of 87
- \$15.00 — Rockland County North of 87
- \$15.00 — Putnam County
- \$20.00 — Orange County
- \$20.00 — Dutchess County
- \$25.00 — Ulster County
- \$25.00 — Sullivan County

- \$ 7.00 — Nassau County West of Meadowbrook Pkwy
- \$12.00 — Nassau County East of Meadowbrook Pkwy
- \$15.00 — Suffolk County West of Sunken Meadow Pkwy
- \$20.00 — Suffolk County East of Sunken Meadow Pkwy
- \$25.00 — Suffolk County East of William Floyd Pkwy

NEW JERSEY

- \$ 9.00 — Hudson County
- \$15.00 — Bergen, Essex, Passaic & Union Counties
- \$20.00 — Middlesex County

CONNECTICUT

- \$20.00 — Fairfield County West of Route 104

Past 75 miles Room & Board: Hotel plus \$40.00 per day for meals plus first and last day for travel expenses at Internal Revenue Services rate per mile. Those who elect **not** to stay over shall be paid a minimum of \$35.00 per day.

(A) When Employees report for work on job or shop within any of the above areas and are unable to work, they shall receive the transportation stipulated for that area.

(B) Employees who are sent to work outside of the jurisdiction of Local No. 8 on room and board jobs shall receive as

wages no less than their hourly rate plus expenses, guaranteed to a minimum of thirty-five (35) hours per week.

(C) On jobs requiring the employee to stay overnight the Employer shall pay such monies as negotiated between the Employee and the Employer prior to the commencement of the job, predicated on a seven (7) day week, Monday through Sunday schedule.

Section 2. Members of Local No. 8 working in the territory of another affiliate of the United Union of Roofers, Waterproofers and Allied Workers, whose total wage and fringe benefits are higher than those contained in this Agreement shall demand and receive the higher wage and fringe benefits. Employers signatory to this Agreement when working in the geographical jurisdiction of another affiliate of the United Union of Roofers, Waterproofers and Allied Workers having any fringe benefit programs maintained by Employer contributions will pay such contributions to the Local Union in the territory where the employees of the Employer are working. If any Employer signatory to this Agreement pays into any of the above mentioned Funds in his territory, he shall not be obligated to pay into another fund, unless after paying the higher wages to his Employees and paying into all of its established funds, the total package is still below that of the sister Local Union's territory; the Employer shall be obligated to pay the difference into whatever fund the sister Local Union has provided in its contract. The Employer shall pay all expenses of traveling in addition to the greater wage. Employees working outside the area described in Article II are to observe only those holidays observed in the area in which they are employed, and time and one-half shall be paid for work permitted on such holidays.

The parties to this Agreement recognize that the nature of the working conditions in the roofing industry are such that journeymen are frequently unable to work sufficient hours within the jurisdiction of Local 8 as covered by this contract to enable them to

retain eligibility for health and welfare coverage and accrue pension credit. As a result of this situation, the Employers located within the jurisdiction of Local 8 hereby agree that when performing work outside of the jurisdiction of Local 8 that, fifty percent (50%) of each Employer's journeymen shall nonetheless be comprised of journeymen who normally and regularly work for the said Employer, party to this contract within the jurisdiction of Local 8 of this Agreement. The Employer shall, in all such circumstances, continue to pay contributions to the fringe benefit funds and all ancillary funds in accordance with Articles VIII and IX. The remainder of the Employer's work force in such situations when working beyond the jurisdiction of Local 8 and this Agreement may be composed of employees who normally and regularly work for Employers having collective bargaining agreements with the local roofers union within whose jurisdiction the work is then being performed. The work rules of the local union in whose jurisdiction jobs outside the coverage of this agreement are located, however, shall be used on such job.

Section 3. When a contractor with a collective bargaining agreement with a local roofers union from another jurisdiction enters the jurisdiction of Local 8, the aforementioned 50% rule as outlined under Section 2 applies conversely.

In that event, however, if the Local 8 wage and fringe benefit rate is higher than the wage and fringe benefit rates paid by the contractor working within the jurisdiction of Local 8, all employees employed by said contractor must receive the total Local 8 wage and fringe benefit package as outlined under this Agreement.

As such, if Local 8's wage rate is higher than the wage rate paid by the home local agreement, the employee will receive the higher Local 8 wage rate as stated in this Agreement.

In the event the home local total wage and fringe benefit package due is lower than the total wage and fringe benefit package due under this Agreement, the Employer will pay the difference between the higher amount as compared to the lower amount to the Local 8 Fringe Benefit Fund or Funds as directed by Local 8.

ARTICLE XIV

Safety, Health and Sanitation

Section 1. All of the parties herein seriously recognize that failure to strictly and faithfully observe safety precautions can render our work more perilous to human life and they therefore pledge themselves ever to be dedicated to safety in its many phases. All laws, codes, regulations, and otherwise, Federal, State and Municipal, which are addressed to Safety, Health and Sanitation, are hereby made part of this Agreement, including, but not exclusive of, the Occupational Safety and Health Act enacted by the U.S. Congress, and as same may be amended, and the Industrial Code, Rule No. 23, of the State of New York, and as same may be amended.

Section 2. Employers further agree that they will at all times provide, and no matter how large or small the job, adequate and protected facilities to enable the men to store all of their clothing, work gear, appliances and other devices for safety and otherwise.

Section 3. The Employer shall issue safety equipment to its Employees. The Employer shall have the right, if he wishes, to require Employees to place a deposit with him for a safety helmet which shall be returned on surrender of the helmet. On reuse of said helmet by another Employee, a new liner shall be inserted.

Section 4. No non-bargaining unit employee shall be allowed to heat up a tank truck, feed a kettle or perform any work as covered by Article III of this agreement.

Kettlemen shall be licensed and in complete charge of the kettle from light-up time to quitting time. The kettlemen shall not be required to work on the roof, nor shall they leave the kettle unattended while the burner is on.

Section 5. Any law or regulation to the contrary notwithstanding, which requires the General Contractor to furnish adequate and complete sanitary facilities, the Employer herein clearly understands and agrees that he shall extend every ef-

fort to see that same are furnished by the General Contractor, lacking which the Employer will furnish same. In addition, the contractor will provide female facilities when the job is staffed by a female(s).

Section 6. The Employer shall provide a heated shanty or trailer on each job site. The tool box shall contain as permanent equipment a first-aid kit, fire lighting equipment, portable water dispenser and proper drinking cups.

Section 7. Spandrel men shall not be compelled to man more than one (1) job on any one (1) day.

ARTICLE XV

Work Rules

Section 1. Two (2) men shall be assigned to the handling of materials in weights of sixty-five (65) pounds or more. This applies to any and all materials used in conjunction with roofer's, waterproofer's and dampproofer's work.

Section 2. It is hereby clearly and expressly agreed that Employers are prohibited in any way from using the following in the geographical jurisdiction covered by this Agreement:

(a) There shall be no motorized riding equipment on the roof or any motorized machinery carrying hot.

(b) All employees on the jobsite where machinery is used shall be compensated an additional One (\$1.00) Dollar per hour for all hours worked.

(c) Whenever the hand operated felt laying machine is used and regardless of the purpose for which it is being used, there shall be a hot carrier in attendance at all times. One employee shall be assigned to each hot buggy when in use. Notwithstanding anything herein to the contrary, the hot buggy operator may service more than one (1) location on a roof or more than one piece of equipment on a roof.

(d) Whenever the hand operated felt laying machine is being used for laying felt there shall be a separate three (3) employee

crew, aside from the regular crew, consisting of the operator, the hot buggy operator and the employee to set the felt in attendance at all times. When the machine is not in use employees shall perform other duties required of them.

(e) Whenever a power vacuum machine is being used to remove slag from a roof there shall be a crew of two (2) journeymen roofers employed and they shall perform any work directed by the Employer which is related to the operation of the power vacuum. When the machine is not in use the roofers shall perform other duties required of them.

(f) Roofers shall operate all machinery connected with loading, unloading, application, removal and cleanup of any and all roofing and waterproofing systems. This requirement shall not apply to any operation of a daily rented crane.

(g) Roofers shall operate any and all machinery owned or leased by an Employer which is used at the job site in connection with loading, unloading, application, cleanup and removal of all roofing and/or waterproofing systems. This requirement shall not apply to the operation of a daily rented crane.

(h) Any compressor or tag-along compressors used in conjunction with roofing, waterproofing or dampproofing shall be operated by a journeyman roofer.

(i) Any generator or mobile source of power on any jobsite shall be operated by a journeyman roofer.

Section 3. All job referrals will come through the Union. At the termination of a job, all members will report back to the Union for reassignment. All stewards will be appointed by the Local Business Manager.

ARTICLE XVI

Miscellaneous

Section 1. All provisions of this Agreement together with all amendments and supplements thereto, shall be interpreted in a manner which is in conformity with all legislation relative

to Labor-Management, including the National Labor Management Relations Act, as amended. Should any provision of this Agreement, as amended and supplemented be in violation of any Federal, State or other controlling law, the remainder of this Agreement shall not be affected thereby. In the event any provision is finally held to be invalid by a Court or administrative body having jurisdiction, the parties hereto agree to meet within thirty (30) days to negotiate concerning the modifications or substitutions of said clause, or clauses, so held to be invalid. Should any provision of this Agreement as amended and supplemented be modified by Federal, State or other controlling law, the parties hereto agree to meet within thirty (30) days to negotiate concerning the modification.

Section 2. Employers (including transient employers) must report all jobs contracted within five (5) days of signing a contract. The Union shall have the right to withdraw its members from any job that has not been properly and timely reported. The Employer is obligated to pay all employees removed all lost time for that day as a result of said removal. Employers must further forward to the Local Union on a quarterly basis a job list for all active jobs in progress.

Section 3. A foreman is a journeyman roofer, damp and waterproof worker appointed by the Employer to see that other employees properly and satisfactorily execute and complete their work, but he shall have no authority to discipline, hire or fire, or to make effective recommendation with respect to such action.

Section 4. It shall be the duty of the Union to bring to the attention of the Employer any infringement of the provisions of this Article; and to this end, it shall be the duty of the Union to keep accurate records of the employment of all the Employees.

Section 5. This Agreement is intended to apply equally to all contractors including all out-of-town employers, who, agree to abide with all of the provisions herein, including job reporting in accordance with Article XV, Section 2.

Section 6. It is hereby declared to be the undeviating policy of this Association in the future as it has been in the past to provide equality of opportunity for employment of qualified Employees without reference to race, creed, color, sex or national origin.

Section 7. Sub-Contracting Clause

(A) If an Employer, either directly or through others, has any financial interest in or owns or exercises management or control in the operation of any other business, including a joint venture, or a venture commonly referred to as an alter ego, which performs any work of the type covered by this Agreement within the trade jurisdiction of the Union, such other business entity shall either have a signed Agreement with the Union, or this Agreement shall be construed as including such business entity under the term "Employer" as used in this Agreement. The alter-ego Employer is therefore bound by all of the terms and conditions of the Agreement and the obligations herein.

(B) This agreement is binding on any assignee or subcontractor of the Employer who performs any work of the type covered by this Agreement within the trade jurisdiction of the Union unless such assignee or subcontractor signed a separate agreement with the Union.

(C) Any person or business entity using equipment belonging to an Employer signatory to this Agreement with the Union and performing any work of the type covered by this Agreement within the trade jurisdiction of the Union with such equipment shall be deemed to be an Employer within the meaning of this contract.

(D) The Contractor agrees that neither he nor any of his subcontractors on the job site will subcontract any work covered by this Agreement to be done at the site of construction, alteration, repair of a building, structure or other work except to a person, firm or corporation that is a signatory to this agreement.

**ARTICLE XVII
Grievance Procedure**

Section 1. Procedure

- (a) **Informal Step:** Whenever any employee has a grievance, he may discuss the grievance orally with a representative of the Employer. The employee may, if he so desires, also orally inform the steward, if there is one, of his grievance, in which case the steward shall discuss the grievance with a representative of the Employer. This informal step is not mandatory and failure of an employee to discuss his grievance orally with his Employer or steward shall not be grounds for denial of the grievance.

In the event an employee or steward discusses a grievance with an Employer's representative, the Employer's representative shall attempt to adjust the grievance. If the employee elects to have the steward discuss the grievance with the Employer's representative, the Employer shall not discuss the grievance directly with the employee unless the employee expressly requests that it do so.

If the dispute is not resolved through the Informal Procedure, the employee or shop steward may submit the dispute in writing to the Business Manager and the Employer for resolution.

If the dispute is still not resolved, the matter shall be submitted to the Joint Arbitration Board for resolution. Any Employee or Employees desiring that any matter shall be submitted to the Joint Arbitration Board must request the Local Union to submit such matter to the Board, and the Local Union's decision as to whether such matter shall be submitted to the Board shall be final and binding upon said Employee or Employees.

- (b) The Joint Arbitration Board shall consist of three (3) members of the Local Union and three (3) members of the Em-

employers' Association. The Employers' Association and the Local Union, respectively, may at any time and from time to time replace any or all of the members of the Joint Arbitration Board theretofore designated by it. The members of said Board selected by the Employers' Association and the members of said Board selected by the Local Union shall, respectively, be entitled to cast three (3) votes on any issue before the Board.

If the Joint Arbitration Board finds a violation of the Agreement by the Employer in its decision and award, the Joint Arbitration Award may hold said violator accountable by awarding any wage and fringe benefit claims, as well as imposing a fine, any ancillary costs associated with the dispute including, but not limited to, attorneys fees, liquidated damages, penalties and other costs, at its discretion.

A meeting of the Joint Arbitration Board shall be held within five (5) days after either the Employers' Association or the Local Union by written notice to the other indicates its desire to submit any question or dispute to the Joint Arbitration Board for settlement.

A majority decision or award of the Joint Arbitration Board in any dispute or matter shall be final and binding upon the parties and all other persons involved in such dispute or matter.

- (c) In the event that the Joint Arbitration Board is unable to reach a decision in any matter within five (5) days after the first meeting of the Board scheduled for hearing on, or consideration of, said matter, then either the Employers' Association or the Local Union may in writing submit the dispute for resolution to the American Arbitration Association pursuant to its rules.

The Arbitrator selected shall be the sole arbitrator to hear and decide the matter or question in dispute. Within forty-

eight (48) hours after his selection or designation, the arbitrator shall schedule a hearing as soon as practicable. The arbitrator shall conduct the hearing or hearings and the arbitration proceedings in accordance with the prevailing rules of the American Arbitration Association, and he shall render his decision or award in writing within fourteen (14) days after the date upon which the first hearing takes place, unless said time is extended by the agreement of the Employers' Association and the Local Union.

The decision or award of the arbitrator shall be final and binding upon all parties to the dispute or matter involved, and in the event the issue determined by him involves the payment of wages or the rate of wages paid, his decision shall be retroactive to the date on which the matter was first submitted to the Joint Arbitration Board.

ARTICLE XVIII

Renewal

Two Year Contract

July 1, 2009 - June 30, 2011

This Agreement is intended to replace the existing Collective Bargaining Agreement made between the parties and intended to continue in force and effect until June 30, 2011.

However, it is further agreed that on or before ninety (90) days before expiration of this Agreement, the parties hereto through their accredited representatives, shall notify the other that they intend to modify or amend the contract. Said contract shall remain in effect for one (1) year should a failure to notify occur unless both parties mutually express their desire that this Agreement shall continue in force until such time as a new Agreement is reached between them.

**United Union of Roofers
Waterproofers and Allied Workers
Local No. 8
Collective Bargaining Agreement
7/1/2009 - 6/30/2011**

BY-

ROOFERS LOCAL 8

TRUSTEE

BY

ROOFING & WATERPROOFING
CONTRACTORS ASSOCIATION
OF NEW YORK AND VICINITY

**UNITED UNION OF ROOFERS
WATERPROOFERS AND ALLIED WORKERS
LOCAL NO. 8
COLLECTIVE BARGAINING AGREEMENT
7/1/2009 - 6/30/2010**

ARTICLE XIV (Signature and information page)

Employer _____	Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
Address _____	If Corporation:
City & State _____	Stockholder's Name _____
Telephone _____	Address (home) _____
Fax _____	Officer's Name _____
Federal ID # _____	Address (home) _____
Unemployment Reg. No. _____	If Partnership:
Worker's Comp. Carrier _____	Partner's Name _____
Policy Number _____	Address (home) _____
Surety Bond Carrier _____	If Sole Proprietorship:
Bond Number _____	Name _____
	Address (home) _____

I hereby certify that I have full power and authority to enter into this Agreement on behalf of the above name employer and that the information above is correct.

Name and title (print): _____

Signature of authorized officer: _____

Dated this _____ day of _____ 20__

Local Union No. 8
Business Manager/
International Trustee: _____

Dated this _____ day of _____ 20__

Schedule A

July 1, 2009 through June 30, 2010

Roofers Local 8 Wage and Benefit Rates

	Journey person rate	75% rate	60% rate	50% rate	35% Rate
Annuity Fund	\$8.00	\$6.00	\$4.80	\$4.00	\$0.00
Insurance & Trust Fund	\$7.75	\$5.81	\$4.65	\$3.88	\$2.71
Summer Benefit Fund	\$3.50	\$2.63	\$2.10	\$1.75	\$0.00
Winter Benefit Fund	\$3.50	\$2.63	\$2.10	\$1.75	\$0.00
Benefits FICA (S&W)	\$0.54	\$0.41	\$0.32	\$0.27	\$0.00
Pension Fund	\$3.25	\$2.44	\$1.95	\$1.63	\$1.14
Joint Apprentice Committee	\$0.30	\$0.30	\$0.30	\$0.30	\$0.00
Industry Promotion Fund	\$0.25	\$0.25	\$0.25	\$0.25	\$0.00
Labor Mgt Committee	\$0.01	\$0.01	\$0.01	\$0.01	\$0.00
Research & Education	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Total fringes per hour:	\$27.12	\$20.50	\$16.50	\$13.86	\$3.87
Wages	\$36.25	\$27.19	\$21.75	\$18.13	\$12.69
Total package	\$63.37	\$47.69	\$38.25	\$31.99	\$16.56

Foreman's wages are \$1.50 additional per hour over Journey person's rate.

The working dues to be withheld from gross wages is 6%.

\$1.50 increase - 7/1/2010 through 6/30/2011 to be allocated by Union.

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MEMORANDUM OF AGREEMENT

The following modifications of the 2009-2011 Collective Bargaining Agreement between the ROOFING AND WATERPROOFING CONTRACTORS ASSOCIATION OF NEW YORK CITY AND VICINITY and the UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, LOCAL UNION NO. 8, together with all of the other terms and conditions of said Agreement are hereby agreed to and accepted by and between the parties and shall constitute the Collective Bargaining Agreement by and between the parties.

1. Two (2) year Agreement from 7/1/11 through 6/30/13.

2. Wage Package Increase:

	<u>7/1/11</u>	<u>1/1/12</u>	<u>7/1/12</u>
Wages	\$.50	Pension \$.20	\$1.30 to be allocated
		Welfare .30	

In addition to the above, union dues will be reduced by one (1%) percent.

3. Travel – Change travel as follows:

- Four (4) Boroughs – From \$3.25 to \$5.00
- Staten Island – From \$9.00 to \$13.00
- Westchester South – From \$7.00 to \$9.00
- Nassau West – From \$7.00 to \$9.00

4. Apprentices

- a. As of 7/1/11, any new Apprentices indentured will have a reduced apprentice benefit package – see schedule.
- b. Other than in relation to projects that are subject to any federal or state prevailing wage statute or regulation, work covered by Project Labor Agreement, or any new construction work, a ratio of one (1) Apprentice to one (1) Journeyman may be used in the circumstances described below:
 - i. On projects where the signatory contractor is in competition with non-Union contractors and non-Union contractors have submitted competitive bids; and

ii. The work that will be subject to this provision which will allow a 1/1 ratio shall be limited to work involving reroofing, asbestos and regular roof removal, ballast, pavers, stone removal (including roof vacuuming), cool roof coatings, and all phases of solar and green roofing other than the actual installation of roofing and waterproofing.

iii. On new construction projects involving solar and green roofing work, other than work subject to any federal or state prevailing wage statute or regulation or work subject to a Project Labor Agreement, and other than work involving the actual installation of roofing and waterproofing, the parties have agreed that the 1/1 ratio permitted by this provision may apply.

This provision shall **not** apply unless the Employer notifies the Union, in writing, of said work at the time it submits its bid to perform the work.

The parties agree and understand that, in **no** circumstance, shall this provision be applied on any project or in relation to any work that is subject to any federal or state prevailing wage statute or regulation or work covered by a Project Labor Agreement. Moreover, this provision shall not apply to any new construction work, except as specifically permitted in subparagraph (d) (iii) above.

5. Hours & Holidays

- a. Eliminate all references to the seven (7) hour day.
- b. Regular work days shall consist of eight (8) consecutive hours between 5:00am and 4:00pm.

6. Miscellaneous

- a. Eliminate the \$.40/hour premium for laying of brick.
- b. Eliminate the requirement to provide a heated shanty on each job.
- c. Delete requirement that spandrel men shall not be compelled to man more than one (1) job in any one (1) day.
- d. The restriction on using motorized riding equipment will be limited to only that equipment which one sits on.
- e. Additional language as per the International Constitution & By-Laws and Federal and State Labor Laws.

Dated: July 1, 2011

UNITED UNION OF ROOFERS
WATERPROOFERS AND ALLIED
WORKERS, LOCAL UNION NO. 8

ROOFING AND WATERPROOFING
CONTRACTORS ASSOCIATION OF
NEW YORK CITY AND VICINITY

ROOFERS LOCAL NO. 8 WAGE AND CONTRIBUTION RATES

Jan 1, 2012 Through June 30, 2012 *

EMPLOYER CONTRIBUTION FUNDS:	JOURNEYPEPERSON RATE	APPRENTICE 4th Term	APPRENTICE 3rd Term	APPRENTICE 2nd Term	APPRENTICE 1st Term
Insurance and Trust Fund	\$8.15	\$6.11	\$4.89	\$4.08	\$2.85
Pension Fund	\$3.60	\$2.70	\$2.16	\$1.80	\$1.26
Annuity Fund	\$8.00	\$6.00	\$4.80	\$4.00	\$0.00
Summer Benefit Fund	\$3.50	\$2.63	\$2.10	\$1.75	\$0.00
Winter Benefit Fun	\$3.50	\$2.63	\$2.10	\$1.75	\$0.00
Benefits FICA (S&W)	\$0.54	\$0.41	\$0.32	\$0.27	\$0.00
Joint Apprentice Fund	\$0.30	\$0.30	\$0.30	\$0.30	\$0.00
Labor Management Committee	\$0.01	\$0.01	\$0.01	\$0.01	\$0.00
Industry Promotion Fund	\$0.25	\$0.25	\$0.25	\$0.25	\$0.00
Research & Education Fund	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Total Benefit Rate	\$27.87	\$21.06	\$16.95	\$14.23	\$4.13
Wage Rate	\$38.00	\$28.50	\$22.80	\$19.00	\$13.30
Total Benefit Package	\$65.87	\$49.56	\$39.75	\$33.23	\$17.43
Employee Deductions	Journey person Rate	APPRENTICE 4th Term	APPRENTICE 3rd Term	APPRENTICE 2nd Term	APPRENTICE 1st Term
Working Dues	5% of Gross Wages are to be withheld from all skill levels				

Foremen's wages are \$1.50 additional per hour over Journey person's rates

APPENDIX VII

CONTRACT LABOR AND MATERIALS PAYMENT BOND

(Attach copy.)

APPENDIX VIII

CONTRACT PERFORMANCE BOND

(Attach copy.)

APPENDIX IX

GUARANTIES

(Attach copies)

APPENDIX X

CERTIFICATION REGARDING ELECTRONIC PRICING DOCUMENTS

The undersigned certifies that he or she is an authorized officer of the Design-Builder, has personally examined the Electronic Pricing Documents and has determined that the Electronic Pricing Documents meet the requirements of DB §110-5 and are adequate to enable a complete understanding and interpretation of how the Design-Builder arrived at its quotation, revised quotation or pricing for the Order on Contract, as the case may be, with respect to [INSERT DESCRIPTION OF CONTRACT AMENDMENT/ORDER ON CONTRACT].

Signature:

Name and Title:

Name of Design-Builder:

Date:

APPENDIX XI

INITIAL CONTRACT PERIODIC PAYMENT SCHEDULE (PPS-C)

Notes:

- (1) Add or delete rows (months) to the table to reflect proposed duration of Contract in months and, in Column A, write or delete consecutive month numbers as needed.
- (2) In Column B, enter the maximum cumulative payment by month between NTP and Crossing Substantial Completion.
- (3) In Column C, calculate the incremental monthly change by subtracting each row entry in Column B from the preceding row entry in Column B.
- (4) If the month number in column A extends past 60 months, then the discount factor for each month beyond 60 months shall be calculated by the Proposer as $(0.8510 * (1/1.045)^{(M-60)/12})$ (where M is the month number from Column A).
- (5) In Column E, for each month, calculate the present value of the incremental monthly change as (Column C x Column D).
- (6) Copy the maximum cumulative payment value for the final month (i.e. the last row entry in Column B) into the Proposal Price cell.
- (7) Sum all the Column E entries (i.e. sum of the present values of incremental monthly changes). Write this total in the Net Present Value cell.
- (8) Write the Proposal Price in words.
- (9) Check that the Proposal Price amount matches the sum of all the Price Center amounts in Form SP.

PROPOSER		Tappan Zee Constructors		
COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
Month after NTP ⁽¹⁾	Maximum Cumulative Payment by Month since NTP ⁽²⁾ (in nominal dollars)	Incremental Monthly Change in Column B ⁽³⁾	Discount Factor ⁽⁴⁾	Present Value of Incremental Monthly Change in Column B ⁽⁵⁾
1	\$125,667,420	\$125,667,420	0.9981	\$125,428,652
2	\$172,998,983	\$47,331,563	0.9961	\$47,146,970
3	\$217,052,194	\$44,053,211	0.9941	\$43,793,297
4	\$259,044,237	\$41,992,043	0.9921	\$41,660,306
5	\$339,030,633	\$79,986,396	0.9901	\$79,194,531

New York State Thruway Authority

PROPOSER Tappan Zee Constructors				
COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
Month after NTP ⁽¹⁾	Maximum Cumulative Payment by Month since NTP ⁽²⁾ (in nominal dollars)	Incremental Monthly Change in Column B ⁽³⁾	Discount Factor ⁽⁴⁾	Present Value of Incremental Monthly Change in Column B ⁽⁵⁾
6	\$393,226,400	\$54,195,767	0.9882	\$53,556,257
7	\$440,160,822	\$46,934,422	0.9862	\$46,286,727
8	\$487,387,392	\$47,226,570	0.9841	\$46,475,668
9	\$570,395,355	\$83,007,963	0.9821	\$81,522,120
10	\$627,240,420	\$56,845,065	0.9801	\$55,713,848
11	\$728,274,823	\$101,034,403	0.9780	\$98,811,646
12	\$820,206,282	\$91,931,459	0.9760	\$89,725,104
13	\$920,679,956	\$100,473,674	0.9739	\$97,851,311
14	\$990,910,597	\$70,230,641	0.9718	\$68,250,137
15	\$1,061,750,834	\$70,840,237	0.9697	\$68,693,778
16	\$1,133,212,026	\$71,461,192	0.9676	\$69,145,849
17	\$1,204,673,217	\$71,461,191	0.9655	\$68,995,780
18	\$1,275,680,421	\$71,007,204	0.9632	\$68,394,139
19	\$1,337,809,349	\$62,128,928	0.9609	\$59,699,687
20	\$1,402,848,453	\$65,039,104	0.9586	\$62,346,485
21	\$1,466,639,085	\$63,790,632	0.9563	\$61,002,981

New York State Thruway Authority

PROPOSER		Tappan Zee Constructors		
COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
Month after NTP ⁽¹⁾	Maximum Cumulative Payment by Month since NTP ⁽²⁾ (in nominal dollars)	Incremental Monthly Change in Column B ⁽³⁾	Discount Factor ⁽⁴⁾	Present Value of Incremental Monthly Change in Column B ⁽⁵⁾
22	\$1,519,305,259	\$52,666,174	0.9540	\$50,243,530
23	\$1,574,936,640	\$55,631,381	0.9516	\$52,938,822
24	\$1,630,568,021	\$55,631,381	0.9492	\$52,805,307
25	\$1,680,063,159	\$49,495,138	0.9468	\$46,861,997
26	\$1,722,556,697	\$42,493,538	0.9444	\$40,130,897
27	\$1,759,384,998	\$36,828,301	0.9419	\$34,688,577
28	\$1,796,777,337	\$37,392,339	0.9395	\$35,130,102
29	\$1,841,075,928	\$44,298,591	0.9370	\$41,507,780
30	\$1,892,147,379	\$51,071,451	0.9345	\$47,726,271
31	\$1,945,557,771	\$53,410,392	0.9320	\$49,778,485
32	\$1,998,131,945	\$52,574,174	0.9295	\$48,867,695
33	\$2,053,087,872	\$54,955,927	0.9270	\$50,944,144
34	\$2,116,690,884	\$63,603,012	0.9244	\$58,794,624
35	\$2,185,931,628	\$69,240,744	0.9218	\$63,826,118
36	\$2,243,825,131	\$57,893,503	0.9192	\$53,215,708
37	\$2,307,273,378	\$63,448,247	0.9166	\$58,156,663

New York State Thruway Authority

PROPOSER		Tappan Zee Constructors		
COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
Month after NTP⁽¹⁾	Maximum Cumulative Payment by Month since NTP⁽²⁾ (in nominal dollars)	Incremental Monthly Change in Column B⁽³⁾	Discount Factor⁽⁴⁾	Present Value of Incremental Monthly Change in Column B⁽⁵⁾
38	\$2,365,119,330	\$57,845,952	0.9140	\$52,871,200
39	\$2,408,685,115	\$43,565,785	0.9114	\$39,705,856
40	\$2,445,107,002	\$36,421,887	0.9087	\$33,096,569
41	\$2,474,622,637	\$29,515,635	0.9060	\$26,741,165
42	\$2,504,138,272	\$29,515,635	0.9033	\$26,661,473
43	\$2,560,878,583	\$56,740,311	0.9006	\$51,100,324
44	\$2,621,091,682	\$60,213,099	0.8978	\$54,059,320
45	\$2,681,257,231	\$60,165,549	0.8950	\$53,848,166
46	\$2,729,762,836	\$48,505,605	0.8922	\$43,276,701
47	\$2,773,920,491	\$44,157,655	0.8894	\$39,273,818
48	\$2,805,325,109	\$31,404,618	0.8866	\$27,843,334
49	\$2,827,887,917	\$22,562,808	0.8838	\$19,941,010
50	\$2,852,381,809	\$24,493,892	0.8809	\$21,576,669
51	\$2,875,991,606	\$23,609,797	0.8780	\$20,729,402
52	\$2,897,717,871	\$21,726,265	0.8751	\$19,012,655
53	\$2,919,364,330	\$21,646,459	0.8722	\$18,880,042

New York State Thruway Authority

PROPOSER		Tappan Zee Constructors		
COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
Month after NTP⁽¹⁾	Maximum Cumulative Payment by Month since NTP⁽²⁾ (in nominal dollars)	Incremental Monthly Change in Column B⁽³⁾	Discount Factor⁽⁴⁾	Present Value of Incremental Monthly Change in Column B⁽⁵⁾
54	\$2,939,462,909	\$20,098,579	0.8692	\$17,469,685
55	\$2,964,153,114	\$24,690,205	0.8662	\$21,386,656
56	\$3,008,859,665	\$44,706,551	0.8632	\$38,590,695
57	\$3,049,491,769	\$40,632,104	0.8602	\$34,951,736
58	\$3,077,474,773	\$27,983,004	0.8571	\$23,984,233
59	\$3,095,281,792	\$17,807,019	0.8541	\$15,208,975
60	\$3,114,431,478	\$19,149,686	0.8510	\$16,296,383
61	\$3,128,218,106	\$13,786,628	0.8479	\$11,689,464
62	\$3,135,108,117	\$6,890,011	0.8448	\$5,820,542
63	\$3,138,685,500	\$3,577,383	0.8417	\$3,011,036
64	\$3,140,185,500	\$1,500,000	0.8386	\$1,257,908
65	\$3,141,185,500	\$1,000,000	0.8355	\$835,535
66	\$3,141,685,500	\$500,000	0.8325	\$416,238
PROPOSAL PRICE FOR NON-HARS ALTERNATIVE^{(6) & (9)}			\$3,141,685,500	

New York State Thruway Authority

PROPOSER		Tappan Zee Constructors		
COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
Month after NTP ⁽¹⁾	Maximum Cumulative Payment by Month since NTP ⁽²⁾ (in nominal dollars)	Incremental Monthly Change in Column B ⁽³⁾	Discount Factor ⁽⁴⁾	Present Value of Incremental Monthly Change in Column B ⁽⁵⁾
NET PRESENT VALUE (FOR NON-HARS ALTERNATIVE) ⁽⁷⁾			\$2,958,848,783	
Total Proposal Price in words ⁽⁸⁾		Three billion, one hundred forty one million, six hundred eighty five thousand, five hundred dollars and no cents.		

APPENDIX XII

ITP FORM SP (SCHEDULE OF PRICES)

PROPOSER	TAPPAN ZEE CONSTRUCTORS, LLC	
Price Center Code	Price Center Title (component identification)	Price Center Value \$
SECTION A Project-Wide Activities		
PC1	Mobilization <i>(including surety bond and insurance premiums; any forward price agreement premiums; and other Project mobilization)</i>	<u>\$244,000,000</u>
PC2	Preliminaries and General Requirements <i>(permits and regulatory approvals (non-environmental); Environmental compliance (plans, permits, approvals, reports, records, monitoring); project management; Quality Plan and updates; Project quality management and construction QC; Safety Plan and safety administration; liaison and coordination with local authorities and agencies; public information and liaison; on-site security, communications and Project identification signing; Design-Builder's temporary facilities (provide, erect, service and maintain); Design-Builder-provided facilities and equipment for the Authority; removal of temporary and Design-Builder-provided facilities and site clean-up / restoration; Work zone traffic control plans, updates and activities; construction staking; Project demobilization)</i>	<u>\$200,000,000</u>
PC3	Project-Wide Engineering & Design Activities <i>(design of temporary and permanent works through final design (including Design Documents, Design Plan and Project Specifications); geotechnical investigations; other preliminary engineering including preliminary surveys; design support during construction; As-Built Plans, manuals and reports; activities of Design QC Manager and staff.</i>	<u>\$300,000,000</u>
SECTION B Preliminary Construction Activities		
PC4	Site clearance	<u>\$10,000,000</u>
PC5	Site access	<u>\$5,000,000</u>

PROPOSER	TAPPAN ZEE CONSTRUCTORS, LLC	
Price Center Code	Price Center Title (component identification)	Price Center Value \$
PC6	Utility relocations	<u>\$6,000,000</u>
PC7	River staging areas	<u>\$500,000</u>
PC8	Access roadway and temporary bridge crossing of Hudson Line railway tracks	\$500,000
PC9	Bridge staging areas	<u>\$10,000,000</u>
PC10	Removal of NYSTA Tappan Zee Bridge maintenance facility and NY State Police facility	<u>\$520,500</u>
PC11	Inland staging areas	<u>\$5,000,000</u>
SECTION C Marine Work		
PC12	Dredging	<u>\$40,000,000</u>
PC13-A1	HARS Alternative – removal of dredge spoils and disposal at HARS site under Authority-obtained HARS permit	<u>\$8,000,000</u>
PC13-A2	HARS Alternative – removal of demolition dredge spoils and disposal at HARS site under Design-Builder-obtained HARS permit	<u>\$1,000,000</u>
PC13-A3	HARS Alternative – removal of dredge spoils and disposal outside of HARS site	<u>\$0</u>
PC13-B	Non-HARS Alternative - dredge spoils removal and disposal	<u>\$99,665,000</u>
PC14	Armoring	<u>\$0</u>
PC15	Temporary access trestle	<u>\$60,000,000</u>
SECTION D Crossing		
PC16	Foundations Westchester approach	<u>\$68,000,000</u>
PC17	Foundations Main Span	<u>\$150,000,000</u>
PC18	Foundations Rockland approach	<u>\$250,000,000</u>
PC19	Substructure Westchester approach	<u>\$65,000,000</u>
PC20	Substructure Main Span	<u>\$185,000,000</u>

PROPOSER	TAPPAN ZEE CONSTRUCTORS, LLC	
Price Center Code	Price Center Title (component identification)	Price Center Value \$
PC21	Substructure Rockland approach	<u>\$140,000,000</u>
PC22	Superstructure Westchester approach	<u>\$180,000,000</u>
PC23	Superstructure Main Span	<u>\$190,000,000</u>
PC24	Superstructure Rockland approach	<u>\$430,000,000</u>
PC25	West abutment	<u>\$4,000,000</u>
PC26	East abutment	<u>\$9,000,000</u>
PC27	Deck pavement and appurtenances for roadway and shared-use path	<u>\$300,000,000</u>
PC28	Temporary structures and works	<u>\$0</u>
SECTION E Westchester Landing		
PC29	Reinstatement of NYSTA Tappan Zee Bridge maintenance facility and NY State Police facility	<u>\$20,000,000</u>
PC30	Transition structure between new Crossing and toll plaza	<u>\$0</u>
PC31	Toll plaza including administration and support facilities (permanent condition)	<u>\$6,000,000</u>
PC 32	Interchange 9 ramps	<u>\$1,000,000</u>
PC33	Roadway and shared-use path construction	<u>\$35,000,000</u>
SECTION F Rockland Landing		
PC34	I-287 Approach roadway improvements	<u>\$0</u>
PC35	[not used]	<u>\$0</u>
PC36	Roadway and shared-use path construction	<u>\$25,000,000</u>
PC37	Construction of NYSTA dockside maintenance facility	<u>\$35,000,000</u>
SECTION G Demolition of Existing Tappan Zee Bridge		
PC38	Bridge Demolition (demolition at tie-ins)	<u>\$10,000,000</u>

PROPOSER	TAPPAN ZEE CONSTRUCTORS, LLC	
Price Center Code	Price Center Title (component identification)	Price Center Value \$
PC39	Bridge Demolition (demolition of remainder of bridge)	<u>\$55,000,000</u>
SECTION H Hazardous Materials Remediation		
PC40	Remediation of Hazardous Materials, including disposal of Hazardous Materials other than disposal of dredge spoil	\$500,000
SECTION I Noise Walls		
PC 41	Noise walls	\$2,000,000
SUM OF ALL PRICE CENTER VALUES (HARS ALTERNATIVE) (including PC13-A1, PC13-A2, PC13-A3; excluding PC13-B)		\$3,051,020,500
SUM OF ALL PRICE CENTER VALUES (NON-HARS ALTERNATIVE) (including PC13-B; excluding PC13-A1, PC13-A2, PC13-A3)		\$3,141,685,500