

**BRICKLAYERS &
ALLIED CRAFTWORKERS**

*K 8186
1,100 workers*

BUILDING

99 pp.

AGREEMENT

BETWEEN

**EASTERN CONTRACTORS
ASSOCIATION, INC.**

AND

**BRICKLAYERS AND
ALLIED CRAFTWORKERS
LOCAL UNION NO. 2, NY**

ALBANY, N.Y.

May 1, 2002 - April 30, 2005

NOTE: Revisions, if any,
will be printed in the back of the book.



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AGREEMENT DURATION
Bricklayers and Allied Craftworkers
Local No. 2, Albany, NY
Expires April 30, 2005

Agreement is made this 29th day of April, 2002 by and between the Eastern Contractors Association, Inc. whose employing members are hereinafter referred to as the Party of the First Part; Bricklayers and Allied Craftworkers Local Union No. 2 of Albany, New York, hereinafter referred to as Party of the Second Part.

This Agreement shall become effective May 1, 2002 and shall remain in full force and effect until the 30th day of April, 2005, and shall continue from year to year thereafter unless written notice that changes or termination are desired is given by either party (The Association or Party of the First Part, or the Union, or Party of the Second Part) to the other not less than ninety (90) days prior to the expiration date. An Employer who is not member of the Party of the First Part or has not designated bargaining rights to the Party of the First Part agrees it shall be bound by any future Agreement and/or modifications, renewal, or revisions of the Agreement negotiated between Eastern Contractors Association, Inc. and the Bricklayers and Allied Craftworkers Local No. 2 for the multi-employer bargaining unit hereinafter defined, unless it make written notice of termination

not less than ninety days (90) prior to the expiration date on the parties.

PREAMBLE

Section 1. In accordance with and subject to the provisions of the Labor-Management Relations Act of 1947, as amended, the Party of the First Part recognizes the Party of the Second Part as the exclusive bargaining agent for all employees included under the terms and conditions of this Agreement. This recognition is for the purpose of collective bargaining in respect to rates of pay, hours of work, conditions of employment and all other matters covered by this agreement. This Agreement shall cover all work performed by bricklayers, stonemasons, cement finishers, plasterers, caulkers, pointers and cleaners coming within the recognized jurisdiction of the Bricklayers and Allied Craftworkers International Union, AFL-CIO.

Section 2. The Union will provide Eastern Contractors Association, Inc. with a signed copy of the Agreement with any Employer who is not a member of Eastern Contractors Association, Inc., and Eastern Contractors Association, Inc. will provide the Union with an up-to-date list of all its new members.

Section 3. This Agreement shall cover all Building work whether new construction, repair, or restoration

performed by Bricklayers, Stone Masons, Cement Finishers, Plasterers, Caulkers, Pointers and Cleaners (PCC) engaged in on-site construction (commercial, institutional, industrial or residential) within the contract limit lines where intended use is a building or access to a building where the principal use is not a highway.

ARTICLE I
GEOGRAPHICAL AREA
Local Union No. 2, Albany, N.Y.

The jurisdiction of this local for this Agreement shall be: That portion of Schoharie County west of the southeast corner of Schenectady County, running southwest of the south boundary line of the Village of Middleburg, then northwest to the Otsego County line. All of the counties of: Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Schenectady, and Warren.

The jurisdiction of this local for this Agreement in Saratoga County shall be: Beginning at a point on the Hudson River in the northeastern corner of Saratoga County shared in common with Warren County, thence westerly along a boundary line shared in common by Saratoga and Warren counties to the northwestern corner of Saratoga County shared in common with Saratoga, Warren and Hamilton

Counties; thence southerly along the western boundary of Saratoga County shared in common with Hamilton, Fulton and Montgomery Counties; to the southwestern corner of Saratoga County, shared in common with Saratoga, Montgomery and Schenectady Counties; thence easterly in a straight line to the northern boundary of Ballston Lake; thence southeasterly in a straight line to the northeastern corner of the town of Clifton Park, in Saratoga County; thence, northeasterly in a straight line passing through the southern limit of the village of Bemis Heights to the eastern boundary of Saratoga County on the Hudson River; thence, northerly along the eastern boundary of Saratoga County on the Hudson River to a point on the Hudson River shared in common by the towns of Northumberland and Moreau; thence, westerly in a straight line passing through the southern boundary of the town of Moreau to a point where said boundary line crosses U.S. Route 9; thence, northwesterly in a straight line to a point on the Hudson River shared in common by the towns of Moreau and Corinth; thence, northerly along the boundary of Saratoga County on the Hudson River shared in common with Warren County to the point of beginning.

ARTICLE II

MANAGEMENT RIGHTS

The Unions understand that the Contractor has the complete authority and right to:

A. Require all employees to observe all safety regulations prescribed by the Contractor, Owner, and all state and federal safety regulations, rules and orders which are applicable to his/her own actions and conduct.

B. The Unions understand the extreme importance of keeping operating equipment and units running at all times. The Unions also understand that the loss of production and the cost of repairs together create a great loss to the Owner and/or Contractor.

Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity.

ARTICLE III

UNION SECURITY

Section 1. The Party of the Second Part agrees to furnish, if available, qualified bricklayers, masons, PCC, and plasterers if requested by the Party of the First Part. The Party of the First Part shall give at least forty-eight (48) hours' notice when requiring employees. The right of the Employer to employ persons of his/her own selection shall not be

questioned. The parties hereto shall abide by all applicable laws relative to discrimination because of age or disability.

Section 2. All Employers. - It is understood and agreed by and between the parties hereto that, as a condition of continued employment, all persons who are hereafter employed in the unit which is the subject of this Agreement shall make application to the Union after seven (7) days from the date of their employment after demonstrating qualifications as craftworkers of the trade, and that the continued employment by the Employer in said unit of persons who are already members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union. The failure of any person to become a member of the Union within said period of time shall obligate the Employer upon notice from the Union to such effect (and to further effect that Union membership was available to such person on the same terms and conditions generally available to other members) to forthwith discharge such person. Further, the failure of any person to pay the periodic dues of the Union shall, upon notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

Section 3. This Agreement shall cover all work performed by bricklayers, masons, plasterers, PCC, and marble setters on buildings and work incidental

thereto coming within the recognized jurisdiction of the Bricklayers and Allied Craftworkers International Union (B.A.C.I.U.) of America, and this trade autonomy shall not be violated.

If it is agreed by both parties of this Agreement that the trade autonomy of the Party of the Second Part has been violated and either party refuses to abide by the decision, then the Party of the Second Part may remove its employees without a picket line; however, in the event that after the Party of the Second Part has removed its employees some other craft is doing the work of the Party of the Second Part, then the Party of the Second Part may picket.

Section 4. The Union agrees to work with and assist the Employer in providing basic hazard recognition training, hazard communication training and filling out the INS I-9 form that the employee is legally eligible to work in this country.

ARTICLE IV

AUTOMATIC DIMINUTION

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 are provided for in this Agreement, the Employers, party to this Agreement, shall be privileged to adopt such advantageous terms and conditions provided the Employer, through the Association, has sent written notice to the Union calling the matter to its attention.

ARTICLE V HOURS OF WORK

Section 1 A. Normal work day shall consist of eight (8) hours with one-half (1/2) hour unpaid for lunch. (Employees working during their lunch hour will receive time and one-half (1 1/2) pay.)

Section 1 B. The starting time shall be set by the Contractor except that starting time shall not be changed from day to day. The work day must start no sooner than 6:00 A.M. nor later than 8:00 A.M. weather permitting, except as may be otherwise mutually agreed upon by the Employer and Union.

Section 2. It is agreed that employees shall leave the shanty at the appropriate starting time and work until the appropriate lunch time, provided that the lunch shanty is within a reasonable distance of their place of work. In the event that it is not, ample time shall be allowed to reach the shanty at the appropriate

lunch period. Employees shall leave the shanty at the end of the lunch period and be allowed five (5) minutes at the end of the day to pick up their own tools. If there is a requirement to pick up the Employer's tools, this time shall be in addition to the five (5) minutes previously mentioned.

Section 3. In the morning, at a time designated by the superintendent, a ten (10) minute coffee break will be allowed. One (1) person designated by each Contractor shall distribute coffee to the employees at their place of work. The coffee shall be consumed by the employees at their places of work. In situations where the previous is not practical for PCC employers and employees, a mutual agreement between the Employer and the Union will be established on a job by job basis.

Section 4. If elevators are not provided on jobs six (6) floors or higher, employees shall be at their place of work fifteen (15) minutes after starting time and after lunch period and shall leave their place of work ten (10) minutes before lunch period and before quitting time, when working on the sixth floor or above. Entrance floor shall be known as first floor.

ARTICLE VI OVERTIME

Section 1. All overtime above the normal workday as defined in Article V Section 1A - B and on Saturday shall be paid at time and one-half (1 1/2). Double time shall be paid for all work performed on Sunday and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Any holiday which occurs on Sunday shall be observed the following Monday. A holiday which occurs on Sunday shall be observed the following Monday. If the Holiday falls on a Saturday, it will be observed on a Friday.

Section 2. No overtime shall be worked before or after the regular working hours or on Saturdays, Sundays or holidays except in cases of emergency. All overtime must be approved by the Local President and/or Field Representative and, further, it is the Local President and/or Field Representative's prerogative to allow overtime work in an emergency.

Section 3. For overtime work (excepting shift work), masons employed during the regular (straight-time) working hours shall not be sent home and replaced with overtime masons in their positions.

Section 4. It is the intent of this Article to insure that the mason will be offered equal treatment

concerning the matter of enjoying overtime work. In the event that any overtime work by masons is subject to questioning by any party deemed to be aggrieved, such matter shall be treated as a grievance and be submitted to the joint (bargaining) grievance board. The decision of the Joint grievance board shall be final and binding. If the Joint grievance board cannot reach a decision, the matter shall be submitted to arbitration as provided for in this Agreement.

ARTICLE VII

SHIFT WORK-OCCUPIED PREMISES

Section 1. On operations requiring two (2) shifts, the first shift shall work eight (8) hours and receive eight (8) hours pay, and the second shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours pay. It is understood that there is no guarantee, that on a given day, one shift might not vary due to weather, equipment breakdown or changes in operation schedules.

On three (3) shift operations, the first, or day shift, shall be of eight (8) hours duration; the second shift shall be of seven and one-half (7 1/2) hours duration, and the third shift shall be of seven (7) hours duration. Each shift shall receive eight (8) hours pay. On three shift operations, the third shift shall be considered as falling on the same day of the week as

the first and second shift. A mutually agreed upon number of employees shall be assigned per shift.

Section 2. On multiple shift work, the work week shall start not earlier than 5:00 A.M. The Contractor shall set the starting time. Special cases of starting time may be set by mutual consent. All time worked in excess of the normal shift shall be considered overtime. Saturday and Sunday may be included, on which days, however, the appropriate overtime rate shall be paid. Sunday shall be at double time.

Section 3. Occupied Premises ; a shift may be worked in any occupied building outside of the regular work hours at seven and one-half (7 1/2) hours work for eight (8) hours pay. On Saturdays, Sundays and holidays, work shall be performed at the appropriate overtime rate. The Employer is to notify the Local President and/or Field Representative when this work will take place.

Section 4. Concrete Pours - Shift work shall not apply to concrete pours for the purposes of avoiding the payment of overtime. The crew beginning a concrete pour shall complete the concrete pour. However, the Employer shall determine the workforce required to complete the concrete pour.

ARTICLE VIII

REPORTING AND SHOW-UP TIME

Section 1. When employees report or show up for work on a job and through no fault of their own are not put to work, weather permitting work, the Employer shall pay two (2) hours' pay as reporting time.

Section 2. Job must start at specified starting time, weather permitting. For any stoppage of work due to inclement weather or otherwise, employees will receive a minimum of two (2) hours' pay when starting work in the morning and a minimum of two (2) hours' pay when starting work in the afternoon. If employees receive four (4) hours' pay in the morning, afternoon show-up pay is waived. Employees must remain on job site during this two (2)-hour period in the event the job starts. It is understood that for any time worked after the two-hour period employees will receive pay for hours worked in addition to the two (2) hours.

Section 3. When inclement weather occurs and the crew is being split, some employees being sent home and others working, an accurate hourly report of hours worked must be kept by the Steward to insure equalization of time for workers.

Section 4. Employees covered by this Agreement, when needed for work on jobs lasting four (4) hours or less, shall receive one-half (1/2) day's pay. On all jobs lasting beyond lunch hour, employees shall receive one (1) day's pay.

Section 5. The failure of an employee or employees to report to work because of non-payment of wages shall not be considered a breach of this Agreement.

ARTICLE IX WAGES

Section 1 A. The rate of wages under this Agreement shall be as follows:

SCHEDULE A

Year	Hours Per Week	Basic Hourly Rate	Health Fund	Pens. Fund	I.F.	Vacation Fund *	T.&E **	Work Assess. *	Int. Pens.	Total
10/1/01-7/1/02	40	\$22.70	3.10	5.25	.22	-1.00	.74	-1.22	.40	\$32.41
7/1/02-5/1/03	40	\$23.30	3.30	5.45	.23	-1.00	.74	-1.25	.40	\$33.42
5/1/03-5/1/04	40	\$1.10 increase distribution to be determined.								
5/1/04-4/30/05	40	\$1.30 increase distribution to be determined								

* This amount to be deducted from wages after appropriate taxes have been computed.

**Two cents (\$.02) of this amount to be remitted to the Capital District Masonry Institute. The Promotion Fund is included in the Mason's Fringe Benefit Receipt Coupon. Eleven cents (\$.11) of this amount to be remitted to Local Union Training Fund. Sixty-one cents (\$.61) of this amount to be remitted to the International Masonry Institute.

PLEASE NOTE: All fringe benefits and other contributions shall be paid on total hours worked.

Section 1 B. Housing and Rehabilitation and Small Commercial

SCHEDULE B

Year	Hours Per Week	Basic Hourly Rate	Health Fund	Pens. Fund	I.F.	Vacation Fund *	T.&E. **	Work Assess. *	Int. Pens	Total
10/1/01-7/1/02	40	\$17.03	3.10	5.25	.22	-1.00	.74	-.90	.40	\$26.74
7/1/02-5/1/03	40	\$17.48	3.30	5.45	.23	-1.00	.74	-.92	.40	\$27.60
5/1/03-5/1/04	40	\$1.10 distribution, to be determined.								
5/1/04-4/30/05	40	\$1.30 distribution to be determined.								

* This amount to be deducted from wages after appropriate taxes have been computed.

**Two cents (\$.02) of this amount to be remitted to the Capital District Masonry Institute. The Promotion Fund is included in the Mason's Fringe Benefit Receipt Coupon. Eleven cents (\$.11) of this amount to be remitted to Local Union Training Fund. Sixty-one cents (\$.61) of this amount to be remitted to the International Masonry Institute.

PLEASE NOTE: All fringe benefits and other contributions shall be paid on total hours worked!

Section 1 C. Acid brick.

Employees working on acid brick shall receive fifty cents (\$.50) per hour above the basic rate.

Section 1 D. Increases.

Effective 7/1/02	\$1.00 increase (\$.60 Wages) (\$.40 Benefits)
Effective 5/1/03	\$1.10 increase.
Effective 5/1/04	\$1.30 increase.

Section 2. Payment of wages.

Wages provided in this Agreement shall be paid weekly to the employees on the job before quitting time on Friday. Employees are not to be paid during the lunch period. In the event that the job does not operate on Friday, the employees shall be paid that Friday morning. Not more than three (3) days' wages shall be withheld. Payment may be made by check or cash. If payment is made by check, it should be paid on Friday. Payment may be made in cash on Friday. The checks must be bonded to guarantee payment to the employee.

All employees (except foremen) shall receive equal pay. There shall be no rate of wage distinction between them. All employees covered by this Agreement shall be covered by compensation, unemployment, social security and sickness disability benefits. The name of compensation carrier must be posted in a conspicuous place on the job site, available to all employees.

If payment, is not made by quitting time, employees shall receive waiting time at the double-time rate for an hour. Employees shall return to work at starting time and will be paid double time from starting time until such time as they are paid in addition to their regular wages. However, if the delay is due to a payroll robbery or an Act of God, waiting time may be waived with the consent of the Joint Committee.

Section 3. All employees under this Agreement shall be paid the same wages. If one or more employees are paid above the stipulated rate, all employees shall receive it. This wage will apply for the duration of the job. This applies only to the Contractor involved.

Section 4. An employee who is laid off, discharged, or subjected to job delay shall receive his/her wages in full, in cash or check, and his/her layoff slip that day.

Section 5. Make-up Day.

Make-up day on Saturday in the week in which a day or days are lost due to inclement weather. Pay for this make-up day will be straight time, it being understood that work on this day is voluntary on the part of the employees and that further, all employees working on the job be given the same opportunity to work. No discriminatory action will be taken against any employee who declines said work. (See Article

XI, Section 6 for winter protection requirements.) If it is determined by the Joint arbitration board as outlined in Article ~~XXVI~~ XXIII Arbitration that the contractor is violating the make-up clause, then the contractor shall lose the privilege of a make-up day for the duration of the contract.

Section 6. The parties agree that all compensation (in this Article) whether hourly wage rate or fringe benefits and other contributions listed are wages or derived from wages.

ARTICLE X FOREMEN

Section 1. When there are two (2) or more masons on the job, one (1) shall act as foreman. When there are five (5) or more masons on the job, the foreman shall receive no less than one dollar (\$1.00) per hour more than the journeyman's rate. When more than five (5), but less than ten (10), are employed on the job, the Contractor and the mason foreman will have the option of determining whether the mason foreman shall or shall not use the tools of the trade. When ten (10) or more masons are on the job, the foreman shall not use the tools of the trade. If 10 or more masons are on the job and the Foreman is referred by the Union, then he/she shall receive, as wages, 10% of the total package or equivalent plus wages. Foreman

must be attending classes to attain or maintain the safety training outlined in Article XII.

Section 2. Employees shall take orders only from the Employer or the authorized foreman.

Section 3. Contractors shall be permitted to bring one (1) foreman to jobs in the jurisdiction of this Union.

Section 4. Employer shall keep the Local Union informed regarding his/her foreman, deputy foreman, etc.

ARTICLE XI WORKING CONDITIONS

Section 1. There shall be no time lost by employees while waiting for the building of scaffolds and stocking same with materials or while being transferred from one job to another. In the event of machinery breakdown (mixer, conveyors, hoists, etc.) every effort shall be made to have same repaired as soon as possible to avoid lost time for the employees covered by this Agreement. In the event of machinery breakdown prior to 8 A.M. so that employees are unable to start work, they shall be covered by Article VIII and receive at least two (2) hours' pay. If machinery breaks down after 10 A.M.

and cannot be repaired within a reasonable time; employees are to receive at least one (1) hour's additional pay.

Section 2. No mortar shall be delivered in bulk or wall or pier. Such material shall be placed in a receptacle or mortar boards and handled by masons with a trowel. All mortar tubs or boards are to be raised 18"-36" above the working platform with proper mortar stands.

Section 3. Cement concrete block over 8" X 8" X 18" shall be laid by two (2) employees as a unit; the last course of 8" X 8" X 16" for scaffold high fifty-six inches (56") shall be laid by two (2) employees. It is agreed that all light weight block (weighing forty-five (45) pounds or less) will be laid by one (1) employee, with the exception that the sixth and seventh course of ten inches (10") and twelve inches (12") light weight block will be laid with two (2) employees. All masonry units of over forty-five (45) pounds shall be laid by two (2) employees working as a team, except in manholes they shall be laid by one (1) employee.

Section 4. All lines shall be furnished by the Employer.

Section 5. Wire cutters are to be provided when using durawall.

Section 6. During the months of November, December, January and February when the temperature falls to 24 degrees Fahrenheit, all jobs must be properly winter protected so that proper temperature will be maintained above the freezing point. This protection is not expected to take care of rain or extreme high winds.

Section 7. Contractors will provide a suitable tool house where mason's tools can be stored with safety. This tool house is to provide a safe and suitable space for changing clothes and eating lunch, and must be lighted and heated when necessary. Where buildings are more than four (4) stories in height, a suitable tool house as above defined shall be provided not more than two (2) stories below where masons are working. Where conditions exist which require an unusual time to get from the work to the tool house, a mutually agreed adjustment shall be made to correct this inequity. Contractors are to insure employees' tools and clothes against loss by fire or forced entry to a limit of three hundred dollars (\$300), or loss to be replaced by the Contractor.

ARTICLE XII

SAFETY AND HEALTH PROVISIONS

Section 1. Employer must provide necessary safety attire such as rubber gloves, apron, mask and goggles, and grounding of masonry saws.

Section 2. The Employers shall abide by all applicable laws relative to drinking water at the job site.

Section 3. No masonry units shall exceed fifty-six inches (56") in height without scaffold material. No working platform shall be above the level of the wall where employees are working. The scaffold shall not be less than fifty inches (50") wide. Scaffolds shall be used on both sides of walls twelve inches (12") or over where a dangerous condition exists. Ladders or runways shall be provided, where practicable. On walls fourteen inches (14") or over, there should be a scaffold provided on both sides where practicable, except on unfinished sixteen-inch (16") brick walls.

Section 4. On all trench work there should be a two-foot (2') clear level space for employees to work.

Section 5. When wet conditions exist at or below grade level, necessary efforts shall be made to keep surface dry, and free from all debris.

Section 6. All scaffolds where other mechanics are working above shall have an overhead cover. Cover shall not be more than one (1) story above the worker. Cover shall be of strong material to protect workers in accordance with the state law. All state safety laws shall be observed.

Section 7. All ladders shall extend at least three (3') feet six (6'') inches above the platform or floor openings to conform with state law.

Section 8. Mortar boards, mortar pans or other receptacles for delivery of mortar or material shall be in such a condition so as not to endanger the body or clothing of masons.

Section 9. On plastering of sidewalls requiring scaffolds, scaffold and runways must be at least two-plank wide.

When working on bottoms, all work is to be plastered one foot above height of scaffold, mortar board shall be elevated from 18" to 36" inches above working platform.

Section 10. Contractors are to provide clean and sanitary toilet facilities.

Section 11. There shall be no restriction of timesaving tools, provided health and safety are not endangered.

Section 12. When sectional steel scaffolds are being used on masonry work and the scaffold is so erected as to provide both stock areas and mason's working platforms at different elevations:

- 1) The stock platform shall never exceed thirty-seven inches (37'') above the mason's work or standing platform.

2) Materials on stock platforms, when placed for mason to draw from, shall not exceed thirty inches (30") in height, when he/she is working on the lower standing platform.

3) These heights may be attained by the use of the special side wall brackets 0.9.J or 0.9.K. as specified in the Patent Scaffold Company's bulletin P5S-56R or the use of any equal.

Section 13. Hanging scaffolds for washing down and patching shall be made of steel cable type.

Section 14. Bricklayers must be covered by a nominal two-inch (2") plank covering when work is progressing directly overhead.

Section 15. No chop saws, partner saws or dry-cutting of masonry in winterized scaffolding, covered in scaffolding and/or confined space without proper protection for all masons exposed to dust and exhaust. If this section is violated, then the employees shall have the right to notify local Union No. 2 immediately without reprisal or dismissal from the Employer.

Section 16. Safety Training

1. It is agreed that the Union will work with the Employer and ECA to properly train and certify Employees to meet all skill and safety requirements of the Association's and Employer's safety program, owner's safety program, hazardous Communications

program, state and local safety regulations, and that of OSHA pertaining to the scope of work such employee is assigned to perform. The Union and Employer agree that skill and safety requirements necessary to maintain productivity and increase quality and guard against undue injury or death to themselves and others. The Employer, Association, and Owner shall provide their respective safety programs upon request of the Union.

The employee shall provide proof of training and certification supplied by ECA, the Union and the Employer upon request of Employer and/or Local Union No. 2.

The Union will encourage and educate all insured employees to have yearly physicals.

- I. The Union will present to the Trustees of the Joint Apprenticeship Training Fund the request to:
 - A. One time fit test all future apprentices within first year of employment.
 - B. Conduct blueprint Reading course.
 - C. Conduct 8-Hour Scaffold Erector Fall Protection Training.
 - D. Substance Abuse Awareness Training.
 - E. The Union, ECA; and the Employer will provide the following minimum training and certification contingent upon ECA securing the grant from the N.Y.S. Department of Labor Occupational Safety & Health Hazard Abatement Board:

- F. OSHA 10-Hour Construction, 4-Hour MSDS certification training, 4-Hour Scaffold User/Fall Protection Training.
- G. 4-Hour Confined space.
- H. 6-Hour Ergonomic.
- I. 8-Hour basic First Aid/CPR training.
- J. Silica Training for Construction.
- K. All Foreman as stipulated in Article X shall be provided:
- L. 10-hour scaffold workshop.
- M. Supervisory Training Program and Foreman Course.

ARTICLE XIII APPRENTICE WAGES AND WORKING CONDITIONS

Section 1. No Employer shall have the privilege of having an apprentice until he/she has been a recognized Contractor of masonry for one (1) year and has employed on the average of five (5) employees per year. The term of apprentices shall be four (4) years. All apprentices shall be governed by the Joint Apprentice Committee. Any questions that may arise must be taken before the Joint Apprentice Committee for a decision. The Union will open its membership for apprentices provided that the Employers Committee can show the need for

additional masons and provided that the Employer will provide the employment needed for the apprentices as the Joint Apprentice Committee trains and produces the apprentices.

Apprentices shall not be employed excessively on concrete work, saws or other mechanical devices when the Contractor employing said apprentices has other mason work being performed.

The Employer cannot lay off a mason apprentice unless he/she has given the Joint Apprentice Committee or Local President and/or Field Representative two (2) days' notice. If Employer does not provide said notice, he/she is subject to fine or reprisal by the Joint Apprentice Committee. The apprentice cannot leave the employ of the Employer unless he/she has provided the Joint Apprentice Committee with the same two (2) days' notice.

The rates for apprentices under the Joint Apprentice Training Program shall be:

TERM* Working Hours of Covered Employees	WAGES- Percent of Journey- person's Rate	FRINGE BENEFITS
0 - 750	55%	0 - 500 Working Hours - No Local Pension and all other benefits in full 501 - 750 Working Hours - Full benefits
751 - 1500	60%	Full benefits
1501 - 2250	65%	Full benefits
2251 - 3000	70%	Full benefits
3001 - 3750	75%	Full benefits
3751 - 4500	80%	Full benefits
4501 - 5250	85%	Full benefits
5251 - 6000	90%	Full benefits

***The Joint Apprentice Training Committee will review the OJT requirements for the four-year (4) apprenticeship program.**

Apprentices are to meet both criteria of time in the trade as well as on-the-job and classroom hours of instruction to determine the appropriate rate of pay. Time in the trade can be established through the "Apprenticeship Agreement". O.J.T. and classroom hours can be provided by the Local President and/or

Field Representative, who will obtain the hours from the Fringe Benefit Office and Apprenticeship School.

Employers with five (5) or more continuously employed journeyworkers covered by this Agreement shall hire a minimum of one (1) apprentice. The Union will make a reasonable effort to honor an Employer's request for a specific apprentice who was previously in their employ.

Employers agree to make a reasonable effort to work apprentices in accordance to New York State Department of Labor (DOL) work process and Form AT 401 signed by the apprentice, JATC sponsor and DOL.

ARTICLE XIV

JOB STEWARDS

Section 1. Stewards must be appointed on all jobs by the Local President and/or Field Representative of the Union, who shall notify the Contractor or his/her representative of such appointment. The stewards shall be members of the Party of the Second Part and shall be retained as long as one (1) or more employees are working on any operations so long as he/she is qualified to perform such work. Stewards shall not be interfered with in the performance of their duties. It is understood that there shall be a steward for each branch of the trade and for each Contractor.

Section 2. In the event that an Employer wishes to discharge a steward, he/she shall notify the Local President and/or Field Representative. If the Local President and/or Field Representative and the Contractor or his/her representative cannot agree on the discharge of the job steward, the question shall be referred to the Arbitration Committee as provided in Article XXIII hereof. Pending a hearing and decision, if the shop steward is found wrongfully discharged, no pay shall be lost by him/her.

Section 3. In case of a temporary delay in the progress of the work, if the original steward is available, he/she must be returned to the job when employees are rehired.

Section 4. Stewards must be notified of layoff at 12 Noon on day of layoff.

ARTICLE XV

JOB VISITS

Section 1. Permission shall be granted by the Party of the First Part to the Steward, Local President and/or Field Representative, and in the absence of the Local President and/or Field Representative, a representative of the Union, Party of the Second Part, to visit all jobs for the purpose of looking after the interests of the organization.

Section 2. Before starting a job, there shall be a pre-job conference held between the Party of the First Part and Local president and/or Field Representative or Representative of the Party of the Second Part. All Contractors having work in this jurisdiction shall notify the Local President and/or Field Representative or Representative of the Party of the Second Part twenty-four (24) hours prior to the start of any work.

ARTICLE XVI HIRING, LAYOFF, AND MOVEMENT OF EMPLOYEES

In the hiring and laying off of employees, the Party of the First Part is expected to give first consideration to the masons of the local Union's area where the work is being performed.

ARTICLE XVII SUBCONTRACTING

Section 1. The signatory Employer subletting any portion of a job or work on a job site, must, as a condition preceding such subletting, direct the Subcontractor employing Bricklayers to meet with the representatives of the Union for the purpose of

complying with the provisions of this Agreement for such work.

Section 2. The Employer agrees not to sublet, assign or transfer any masonry or other work within the jurisdiction of the BAC, to be performed at the site of a construction project to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of a Collective Bargaining Agreement with the BAC Local Union or subordinate body having jurisdiction over the type of work involved and complies with all of the terms and conditions of said agreement. The signatory Employer agrees that when subcontracting work covered by this Agreement, which is to be performed within the geographical area covered by this Agreement, and at the site of construction, alteration, painting or repair of a building, structure, road or other work, he/she will subcontract such work only to a signatory Employer or person who is a party to or signatory to this Agreement. However, the signatory Employer shall not require the Subcontractor to change jurisdictional assignments or historic practices of his/her trade or company in this geographical area. Equally, this Section 2, shall not apply where the Subcontractor(s) is or are assigned to the signatory Employer, and in those instances where the signatory Employer has no privity of contract with the Subcontractor(s), or where the company's employees are represented by another Union who is affiliated

with the AFL-CIO or Teamsters Local No. 294 in this geographical jurisdiction. It being understood and agreed that it is the responsibility of the Union party to this agreement to obtain the signature of the Subcontractor(s) to the applicable collective bargaining agreement or to otherwise organize the employees of the Subcontractor(s).

Section 3. If it is found that such Subcontractor is not complying with paragraph 2 above, in providing the wages, hours, fringe benefits and working conditions of this Agreement, the Union shall give the signatory Employer forty (40) hours' notice in writing that the Subcontractor is in non-compliance.

Section 4. Upon such notification, the signatory Employer shall be responsible for payment to such Subcontractor's employees for wages, fringe benefits, and for providing conditions of this Agreement. It being understood and agreed that this is the sole remedy available, and that no punitive damages shall be demanded.

Section 5. Responsibility of the signatory Employer for loss of wages, fringe benefits, and for providing conditions shall be limited to the amount of monies due to such Subcontractor by the signatory Employer as of the date of the written notice.

A. The Unions, the Association, and the signatory Employer agree that this subcontracting clause can only be enforced by the Union through the grievance

and arbitration provisions of this contract and, if necessary, appropriate court action to enforce a grievance or arbitration award. It is specifically agreed by the Union that it will not take any economic action to enforce said clause or any grievance awards, arbitration awards, or court orders or judgments, pertaining to this subcontracting clause or violations of it by the signatory Employer.

Section 6. PROCEDURE FOR APPLYING FOR A WAIVER OF SUBCONTRACTING

I. It is understood that there may be instances when suitable and competitive union subcontractors may not be available to bid certain subcontracts. In such instances, the Employer and/or the Association will notify the Union of a Subcontract, it is understood and agreed that the Employer will be relieved of the subcontracting clause for such subcontracts, provided that the following procedures are adhered to:

II. Non-Discrimination.

It is recognized that there are specific subcontract requirements for D/M/WBE participation in contracts and certain exceptions to the Subcontracting Article (Article XVII) may be required for the Employer to comply with these requirements. Every effort will be made by the Employer to arrange a pre-job meeting with these subcontractors and the Union. It is understood that in no way shall the enforcement of this clause allow other trades to perform the work of this Union.

III. The procedures shall be as follows:

- (1) The Employer will notify the Union of the name, address, phone number and principal or contact person of the non-signatory subcontractors selected.
- (2) The Employer agrees to insert language as follows into each subcontract:
 - (A) Subcontractor must carry Workers' Compensation Insurance and N.Y.S. Disability Insurance through an insurance carrier approved and listed with the State Compensation Board, in addition to N.Y.S. unemployment Insurance. Proof of such coverage must be provided before the award.
 - (B) Subcontractor will comply with state and federal laws and regulations regarding withholding taxes and classification of employees and/or independent contractors. Failure to comply with either (2A) or (2B) could result in termination of subcontract in accordance with the termination clause of the contract.
- (1) Any disputes relative to this understanding will be resolved by a meeting and/or discussion between a representative of the Employer and the Union, and if available, the Association. If the dispute is not resolved by the above, then any dispute

relative to this understanding will be resolved by a four (4) person committee that consists of an Association representative, a representative from the Employer or his designee, who shall be chairman of the committee, and two representatives of BAC local Union No. 2. The chairman shall convene the committee within seventy-two (72) hours. Any decision of the panel shall be by majority vote and shall be final and binding on the parties signatory to this Agreement, for that respective project. All Associations shall receive a copy of any decision rendered by the panel.

- (2) This section, Procedures for Applying for a Waiver of Subcontracting, will be in force and effect for the duration of this Agreement, unless after one (1) year, the Union submits a written demonstration, with evidence to the Associations, that flexibility in subcontracting has caused harm or has been abused. When the Association receives the written demonstration, the union shall terminate this waiver, in which case the Employers signatory to this Agreement may then give written notice within a ninety (90) day period to immediately terminate and withdraw from this Agreement. All projects bid prior to June 1, 2002 will proceed to conclusion as bid.

- (3) The Association agrees to waive the Automatic Diminution Clause in Article IV. The Union agrees to notify the Association in writing of the details and purpose of each special consideration, i.e., name of Employer, duration of agreement, terms and conditions, etc. This waiver will be in force and effect for the duration of the Agreement, unless after one (1) year, the Association submits a written demonstration, with evidence to the Union that the waiver has caused a harm to the signatory Employers and/or the Association. When the Union receives the written demonstration, the signatory Employers and the Associations shall terminate this waiver. All projects bid prior to June 1, 2001 will proceed to conclusion as bid.

The Union will furnish the Associations with a list of all signatory Employers as of the date of this Agreement and all additional Employers organized within one (1) month of their organization. The Union will furnish the Associations with a copy of all project labor agreements, owner understandings specific to the jurisdiction of this Agreement, International agreements, etc. within one (1) month.

6. This section, Procedures for Applying for a Waiver of subcontracting, shall only be available to signatory employers when performing a prime or general contractor contract of letting a primary subcontract. Such general or prime contracts shall be defined as those contracts between the Contractor/Employer and the project Owner.

7.

- A. If it is determined by the Joint board of Arbitration, in accordance to this clause, that a contractor is regularly utilizing this waiver, then the contractor will not receive or be eligible for economical assistance from the Union for the duration of this Agreement.
- B. If the waiver is used due to Section II, non-discrimination of this Article, then Item "A." above will not take effect.

ARTICLE XVIII BAN ON PIECE WORK AND LUMPING WORK

No employee shall do any piece work, lump work, or take any contract for labor from any Employer or owner except where such employee furnishes the material he/she uses.

This employee must be identified as a Contractor in the event he/she is following contracting for a

livelihood subject under the Agreement to all the terms as provided herein.

ARTICLE XIX
FRINGE BENEFIT FUNDS-HEALTH,
PENSION, VACATION, EDUCATION
&
TRAINING, INTERNATIONAL
PENSION,
PROMOTIONAL & INDUSTRY

Section 1. Health Fund: The Employers shall contribute as per schedule contained in Article IX, in Section 1, per hour for each hour worked to employees covered by this agreement into the Bricklayers and Allied Craftworkers Local No. 2 Health Benefit Fund. Such Employer contributions are included in the Masons Fringe Benefit Receipt. The said Health Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of the law. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here at length.

Section 2. Pension Fund: The Employers agree to continue to pay as per schedule contained in Article IX, Section 1, per hour for each hour for which the employee is worked for all employees covered by this Agreement to the Bricklayers and Allied Craftworkers Local No. 2 Pension Fund. The contributions of the Employers 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. The said Pension Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of the law. A copy of said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as a part of this Agreement as though set forth here at length.

Section 3. Vacation Fund: The Employer shall continue to withhold the amount specified in Article IX, Section 1, * per hour, for each hour worked employees in the geographical jurisdiction of the Union. The Fringe Benefit Receipt Coupon will be used as the system of withholding. The Vacation Fund will be established and maintained in accordance with applicable law as a jointly administered trust fund under the Labor-Management Relations Act of 1947 as amended, Section 302, as it may be amended. The Vacation Fund shall be

administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of law. A copy of the said Agreement and Declaration of Trust, together with any amendment thereto, shall be considered as a part of this Agreement as though set forth here at length.

(*This amount is to be deducted from wages after the appropriate taxes have been computed.)

Section 4. Bricklayers and Allied Craftworkers Local No. 2 Education and Training Fund. The Employer shall contribute to a fund to be known as Bricklayers and Allied Craftworkers Local No. 2 Training and Education Fund (herein, "Fund") contributions equal to the amount specified in Article IX, Section 1, per hour, for each hour worked by an employee under this Agreement in the Union's geographical jurisdiction. For this Article's purpose, an employee shall be deemed to have "worked under this Agreement" only if he/she actually worked under it. The Bricklayers and Allied Craftworkers Local No. 2 Joint Education and Training Fund is included in the Fringe Benefit Receipt Coupon.

The Fund will be established and maintained in accordance with applicable law as a jointly administered trust fund under Labor Management Relations Act, 1947, as amended, Section 302, as it may be amended, to provide education, training, and

skill development for eligible employees, as the Fund's Trustees shall determine in a plan to be developed by them within the Fund's capacity. The Bricklayers and Allied Craftworkers Local No. 2 Joint Education and Training Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of the law. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as a part of this Agreement as though set forth here at length.

Eastern Contractors Association, Inc. and the Union will cooperate fully in (a) constituting and establishing the Fund and obtaining any necessary government approval for its income tax exemption and its operation; and (b) maintaining the Fund so it complies with all applicable law and so Employer's contributions to it will be deductible by Employer and not current income to any employee under any applicable federal, state or local tax law.

The Fund will bear all costs of its operations.

Section 5. International Pension Fund.

The Employer agrees to pay the amount shown in Article IX, Section 1, for each hour worked, for which the employee is paid for all employees covered by this Agreement. The International Pension Fund is included in the Fringe Benefit Receipt Coupon. A

copy of the said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here at length.

Section 6. Bricklayers and Allied Craftworkers Local No. 2 Promotional Fund:

The Employer and Union further agree to continue to participate in the organization and formation of a Local Bureau for Bricklaying, Masonry and Plastering, hereinafter referred to as the Promotion Fund, whose main purpose is the advertising and promotion of the increased and wider use of the products of the aforementioned trades with the aim of preserving and advancing these products.

The amount specified in Article IX, Section 1, as determined by Eastern Contractors Association, Inc., for each hour worked, shall be contributed to the Capital District Masonry Institute. The amount specified in Article IX, Section 1, as determined by the Union, for each hour worked, shall be contributed to the International Masonry Institute. Said monies shall be distributed according to Article IX, Section 1, Schedule A. These monies are included in the Training and Education portion of the Fringe Benefit Receipt Coupon.

Section 7. Industry Fund:

WHEREAS: Recognizing the need for providing a means whereby Employers can facilitate and supplement the financing of their activities, which

include, but are not limited to, public relations, public education as applied to the construction industry, Employer expenses incurred in the promotion and stability of relations between labor and management, maintaining facilities and paying costs of arbitration and adjustments of grievances between the Employer and the Union, collection of Health and Welfare Funds, Pension Funds, and Apprenticeship Training Programs, also other Employer activity engaged in from time to time, such as promotion of legitimate markets, standardization of contracts and research. It is mutually agreed by both parties to this Agreement that at no time shall any of these funds be used to support any anti-labor legislation, maintain a lawsuit against any local union of its international body or pay any salaries or expenses to any employee or Employer who is promoting non-union conditions, or subsidize any Contractor during a strike or lockout.

The only salaries that can be paid are for employees needed to operate this fund. By no means is it to be used to supplement any other expenses of the Association so that it will release other monies for anti-labor promotions.

If it is found by an arbitrator selected under the procedure as outlined in Article XXIII after grievance notice by the masons local Union, that any of the provisions of this Article are being violated or these monies are being used to promote anti-union activities or the promotion of materials or other phases of the industry for a craft not a party to the Industry Fund, the Union shall have the right to

terminate the Industry Fund Section of this Agreement in thirty (30) days, upon written notice to the Employers.

A designee from the Union shall receive a copy of the disbursements of the funds quarterly, and the books shall be opened for examination, although the Union acknowledges that it has no voice in the administering of the said fund. Now, therefore, in the interest of providing a means whereby Employers may avail themselves of the combined efforts in securing for themselves and their workers just and honorable dealings with the public they serve:

The Employer shall continue to pay to the Industry Fund of Eastern Contractors Association, Inc., 6 Airline Drive, Albany, New York 12205, a sum to be in an amount equal to one percent (1%) of the basic hourly rate, shown in Article IX, Section 1, per hour worked, per employee covered by the terms of this Agreement. Said sum to be paid to said fund to be used for above mentioned purposes. Payments to the Fund are included in the Fringe Benefit Receipt Coupon. Monthly report forms are necessary. The Union shall not be responsible for the collection of the Industry Fund.

In the event the laws allow the Union to have representation on any Board of Trustees, committee, group or board that administers such fund, then, in that event, the Union shall be allowed to designate such representatives as will give it equal representation in the management and administration of such fund.

The Union will provide Eastern Contractors Association, Inc. with a list of the agreements with any Employer who is not a member of Eastern Contractors Association, Inc.

Section 8. Industry Fund:-

A. The Union shall receive quarterly reports of income and disbursements of the Construction Industry Advancement Program of Eastern New York (CIAP) fund and shall also receive a copy of the yearly audit of the CIAP fund.

B. No services or programs financed by the CIAP fund shall be made available to any person, firm or corporation that is not a member of Eastern Contractors Association, Inc., or is not signatory to the Eastern Contractors Association, Inc. agreements.

C. No monies from the CIAP fund shall be paid over to any Employer or trade associations, groups, or Employers without the consent of the Union. In the event such approval is given by the Union, it shall (1) receive quarterly reports and audits as to how the money received from the CIAP fund is being spent by the recipient and (2) receive a copy of the current bylaws of the recipient organization.

D. The Union and Eastern Contractors Association, Inc. shall establish a joint committee with representatives of management and labor for the purpose of planning and adopting projects and programs to promote the construction industry with funds to be provided by the CIAP fund.

Section 9. Fringe Benefit Payment:

A. Each Employer shall make the payments as called for in Sections 1 through 8 above for each actual hour worked, through fringe benefit report as the method of collection. Fringe Benefit Report Forms may be obtained from the Bricklayers and Allied Craftworkers Local No. 2 Albany, NY, Fund Office, 300 Centre Drive, Albany, NY 12203.

B. Each Employer signatory to this Agreement shall, during the term of this Agreement, on or before the 15th day following the end of the month, pay to the Bricklayers and Allied Craftworkers Local No. 2, Albany, NY, Fund Office, the total sum of Employer contributions and payroll deductions as defined in this Agreement. The Monthly Report Form should be accompanied by a check or money order for the amount of the total fringe benefits owed for that month.

C. Effective June 1, 1997, after payment is submitted to the Fund Office, a Fringe Benefit Receipt Coupon will be issued to the employee by the Fund Office.

D. Fringe Benefit Receipt Coupon is purchased by mail.

Apprentices shall receive an amount of Fringe Benefit Receipt Coupon equal to the amount of hours worked. Once Fringe Benefit Receipt Coupon is mailed by the Fund Office, they become the employee's responsibility.

Cash payment to an employee in lieu of fringe benefit receipt coupon does not fulfill an Employer's obligation to the funds.

Employer failure to make the timely payment by the 15th of the month will be delinquent and subject to Article XXIII.

Section 10. For nonpayment of Fringe Benefit Receipt Coupons see Article IX, Section 2, paragraph 3, regarding penalty in addition to any penalties sought by the Trustees of the Funds.

Section 11. The payroll books and payroll records of each Employer shall be made available at all reasonable times for inspection and audit by the accountants for any fund established for Health, Pension or other benefits.

Section 12. Any Employer whose account with the Welfare, Pension or other benefit fund is found, upon regular or special audit ordered by the Trustees of such fund to be substantially delinquent, shall be required to pay the full cost of such audits and any other legal expenses incurred interest and liquidated damages.

Section 13. Limited Exemption for Corporate Officers & Shareholders.

ARTICLE XX EMPLOYEE ASSESSMENT DEDUCTION

Section 1. Employers bound by this Agreement agree to deduct from the wages of employees covered by this Agreement who have submitted a signed Employee Assessment Deduction Authorization as hereinafter set forth, for Employee Assessment (not including initiation fees, fines or special assessments) the sum equal to the amount shown in Article IX, Section 1* per hour worked, to said employee while said Employee Assessment Deduction Authorization is in effect and has not been duly revoked.

The above monies will be included in the Fringe Benefit Receipt Coupon. Monthly Report Forms, furnished by the Union, are to be filled out by the Employer and submitted to the Bricklayers and Allied Craftworkers Local No. 2 Funds Office.

(*This amount is to be deducted from wages after the appropriate taxes have been computed.)

Section 2. The Local Union will provide the Employee Assessment Deduction Authorization forms which shall state:

COMBINED WORKING DUES AND BACPAC CHECK-OFF AUTHORIZATION

I hereby authorize any of the various Individual Employers who are signatory to collective bargaining agreement with any Bricklayers & Allied Craftworkers Local Union, District Council, the International Union, or any other BAC affiliate, and by whom I may be employed during the term of such agreement, or any renewal or extension, or any subsequent agreement, to deduct from my wages and transmit monthly to said Union, to the International Union, or to any other BAC affiliate, subject to check-off through procedures conforming to applicable law. This authorization shall be irrevocable for a period of one (1) year following the date it was signed or until the current applicable collective bargaining agreement expires, whichever occurs sooner. This authorization shall be automatically renewed form year to year, unless sixty (60) days prior to the termination or the annual renewal date I revoke the authorization by written notice to the Union and to the Individual Employer by whom I am employed.

I also hereby authorize the Employer (as described above) to deduct from my wages the sum of two cents (\$.02) for each hour paid and to transmit that amount in the manner prescribed by the Union to the Bricklayers & Allied Craftworkers Political Action Committee (BACPAC). This authorization is signed freely and voluntarily and not out of fear of reprisal, and on the understanding that BACPAC is engaged in a joint fund raising effort with the Committee on Political Education of the American Federation of Labor & Congress of Industrial Organizations, the BACPAC will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections, and that this voluntary authorization may be revoked at any time by written notice to the Employer and BACPAC of a desire to do so.

- To authorize the deduction of both working dues and BACPAC contribution, please sign and date this form.

- To limit authorization to the deduction of either the working dues or BACPAC contribution, please check the appropriate box, sign and date this form.

Date _____, 20____
Signature _____
Social Security No. _____

Contributions or gifts to the Bricklayers and Allied Craftworkers and/or its political action committee (BACPAC) are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Section 3. Benefit and Defense Fund Authorization. The Local will provide Benefit and Defense Fund Authorizations which will state.

BENEFIT AND DEFENSE FUND AUTHORIZATION

This is to authorize any of the individual Employers who are covered by a collective bargaining agreement with the BAC Local No. 2, Albany, NY, to deduct from my pay the sum of ten cents (\$.10) for each hour worked and to transmit that amount to the BAC Local No. 2, Albany, NY Benefit and Defense Fund. This authorization is signed freely and voluntarily and without fear of reprisal, and with the understanding that the Defense and Benefit Fund will be used solely for the purpose of the Fund. The above deduction shall be remitted to the BAC Local No. 2, Albany, NY Work Assessment Fund at the same time and in the same manner as the Pension and Health Fund Contributions. This authorization shall be automatically renewed from year to year, unless sixty (60) days prior to the renewal date I revoke this authorization by written notice to the Union and to the individual Employer by whom I am employed.

Date _____
Social Security No. _____
Signature _____

Copies of this Authorization card will be made available upon request.

Section 4. The Union will secure the employee's signature to said form and deliver same, duly witnessed, to the Association. The Union shall be fully responsible for the validity of the authorization and agrees to reimburse the Employers for any

deduction for Employee Assessment made and paid over to the Union which may later be held to have not been authorized by the employee or which may constitute illegal deductions; and the Union agrees to indemnify and hold harmless the Association and the Employer against any loss or claims for damages resulting from the deduction aforesaid and against any award, judgment, loss or expense arising out of any claim made against the Association and/or the Employer because of such deduction. No deduction shall be made for Employee Assessment for any such employee unless the employee or Union has deposited with the Association his copy of an executed Employee Assessment Deduction Authorization form. Neither the Association, nor the Employer, assumes any obligation with respect to the obtaining of Employee Assessment Deduction Authorization cards, it being understood that this is a duty and obligation of the Union.

Section 5. With respect to any such employee for whom an Employee Assessment Authorization card has not been furnished, the gross basic wage rate appearing herein before shall be paid to the employee with no deduction. Employee assessment shall be first deducted in the first full payroll period following the furnishing of authorization cards. It is understood and agreed that the Association shall not be responsible, legally or otherwise, for any delinquents, defaults, or violations of this Article on the part of its members.

ARTICLE XXI BONDING

Section 1. Employers without established credit shall post a bond of ten thousand dollars (\$10, 000). Each surety bond required shall be issued for the entire Agreement period.

Section 2. Employers covered under this Agreement found delinquent in fringe benefit payments or having been found delinquent previously, shall be required to deposit a ten thousand dollar bond (\$10,000) with the Union to guarantee the payment of all wages and fringe benefits as provided by the terms of this Agreement, after review and decision made by Joint Arbitration Board.

Section 3. Those firms maintaining membership in Eastern Contractors Association, Inc. shall be excluded from Sections 1 and 2 above, but shall be included in a blanket bond furnished by the Association in the amount of twenty thousand dollars (\$20,000.00) to guarantee payment of all fringe benefits.

ARTICLE XXII

MUTUAL ASSISTANCE

The removal of journeypersons, masons and apprentices from a job in order to render assistance to other local unions to protect lawful union principles shall not constitute a violation of this Agreement, provided such removal is first approved by the Executive Committee of the local Union affected, and provided forty-eight (48) hours' notice thereof is first given the Employer involved.

ARTICLE XXIII

ARBITRATION

In the event of any dispute, disagreement, or grievance, said dispute, disagreement or grievance shall be adjusted as follows:

A. Between the Local President and/or Field Representative or authorized representative of the Union and the Employer or his authorized representative.

B. If the dispute is not settled as provided for above, it is agreed that a Joint Board of Arbitration composed of equal numbers, one-half (1/2) of whom shall be appointed by the Association, and one-half (1/2) of whom shall be appointed by the Union, shall be established within forty-eight (48) hours and a decision rendered within two (2) days. The Joint

Board of Arbitration shall be comprised of members from the Joint Negotiating Committee. The decisions of the Joint Board of Arbitration shall be final and binding upon the parties to the grievance.

All grievances shall be: made in writing; include a statement of alleged violations and specific provisions of the contract allegedly violated; detail all efforts to resolve the dispute; and be served upon the Employer or Union with a copy to the Association.

C. In the event the Board fails to arrive at a solution, one additional member shall be chosen by the members of the above Board within two (2) days and the dispute shall be decided by this additional member whose decision shall be final and binding. This additional member shall be selected from lists supplied by the New York State Employment Relations Board. It is agreed that there shall be no stoppage of work while these proceedings are in progress. The refusal of the Employer to proceed under this Article shall not abridge the right of the Union to strike. Any arbitrator costs incurred in C above shall be paid by the Construction Industry Advancement Program of Eastern Contractors Association, Inc.

D. Delinquencies. In the event the Employer is delinquent in its payment of contributions due to the Local 2 BAC Benefit Funds for a period of seven (7) days the Union shall have the rights, (upon two (2) days notice to the prime Contractor and the Employer and the Association to: (A) terminate this Agreement and/or (B) withdraw the services of it's members

from the Employer, and/or (C) strike or engage in a boycott with respect to such delinquent Employer.

If any economic action is taken by the Union, the Employers employees shall be paid wages and fringe benefits for all time lost from work due to their strike or withdrawal of services.

ARTICLE XXIV SAVINGS CLAUSE

Section 1. If any provision of this Agreement shall violate any applicable statute, or is held invalid by any court or government agency having jurisdiction, such invalidity shall not affect the validity of the remainder of this Agreement, and such provisions or Article shall be void.

Section 2. Any provisions in this Agreement which are in contravention of any Federal or State laws affecting all or part of the terms of this Agreement shall be suspended in operation within the limits required by said laws. Such suspension shall not affect the operation of any such provisions or parts thereof to which the laws are not applicable. In the event any section, or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within a period of sixty (60) days to negotiate a new section, or portion thereof, which

shall be valid and which shall replace that section, or portion thereof, declared invalid.

ARTICLE XXV WORK JURISDICTION AND DESCRIPTION OF WORK

Section 1. This Agreement shall cover all work performed by bricklayers, masons, plasterers, PCC and marble setters on buildings and work incidental thereto, coming within the recognized jurisdiction of the Bricklayers and Allied Craftworkers of America, and this trade autonomy shall not be violated.

Section 2. General Masonry:

A. Brick Masonry - Bricklaying masonry shall consist of the laying of bricks and Paving bricks, made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground or over its surface or beneath water; Firestopping, in commercial buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits. It shall include all cutting of masonry joints, pointing, washing, cleaning, and cutting of 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 the above material; the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose; the cutting rubbing and grinding of all kinds of bricks and the setting of all cut stone trimmings on brick buildings; and the preparation and erection of plastic, castables or any refractory materials.

B. Stone Masonry - Stone masonry shall consist of laying all rip rap, rubble work (with or without mortar), setting 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 or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, washing, and cutting of joints and pointing of stone work.

This is to apply to all work on buildings, sewers, bridges, railroads, 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.

C. Artificial Masonry - Artificial masonry shall consist of 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 stonemason 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 material substituted for the clay or natural stone products; stuck on unit brick or stone or block; the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size.

D. Miscellaneous Masonry.

The cutting of all brick and stone masonry and the cutting of all chases and openings of masonry of whatever dimension shall be done by masons. When arches are to be set on jobs, bricklayers are to cut same. In the event this work is sent to a stone mill, a mason from the job must accompany this work and perform this work. Cast arches are to be set by masons. When there are over eight (8) hours of cutting, Contractors shall furnish all chisels and keep them sharpened.

All masonry, brick, stone or otherwise to be cleaned, washed, or restored to its natural appearance shall be the work of the bricklayers. All leading joints in masonry shall be the work of the masons.

Section 3. Concrete Masonry.

Concrete masonry shall consist of screeding 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 straight edging, floating, Bull floating (lutting), troweling, rubbing, edging, brushing, chipping, patching, (including bonding agent), guniting pursuant to Green Book decision, handheld power tools (grinders, saws and chippers), pointing of concrete, bush hammering, grouting, operation of screed machine, and packing in the installation of steel plates. Where rods or wire require cutting or snapping inside or outside above or below grade in preparation for patching or finishing, it shall be done by masons. Sand blasting of concrete masonry surfaces where the work is in connection with achieving an exposed aggregate surface or in the repairing of same, waterproofing with cement and sand coats, with or without damp or waterproofing additives where the material is clear, white or gray, this includes epoxies. The cutting and sawing of all cement and concrete for patching and finishing, also the operation of all cement cutting, finishing and troweling machines. All troweling machines must have a safety device whereby when handles are released by operator the blades will not revolve.

All concrete pours that must meet a specified elevation shall be covered by a mason. All screeding of concrete shall employ two (2) masons or more as required. When shifts of cement masons are employed, each shift will perform the finish required.

A concrete wall or footing which is later to receive stone, brick, block, or masonry units construction shall be finished by a mason.

All concrete pours that must meet a specified elevation and receive a finish shall be covered by a mason.

All screeding of concrete is the work of a mason. On screeds eight (8) feet or over, there shall be two (2) men.

The spraying (curing) of all concrete shall be the work of the masons.

The operation of power screeds and laser screeds shall be the work of the mason.

Section 4. Plastering.

Plastering shall consist of all exterior or interior plastering, plain or 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 of all walls, ceilings, soffits, piers, columns or any part of a construction of any sort when covered with any plastic material in the usual method of plastering; the casting and stocking of all ornaments of plaster or plastic compositions; the cutting and filling of cracks. All cornices, molding, cove and bull noses shall be run in place on rods 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. All phases of 'EIFS' to cover Sto or Drivit.

Employers must supply all rods, screeds, darbys, and other facilities to complete the work properly.

All gauging for hard finish must be done on the gauge board by plasterers.

It is recognized that two (2) employees are required to properly operate the plastering machine, one (1) employee on the hose and one (1) employee on the nozzle. In circumstances where one (1) employee is all that is required, it shall be allowed. In the event of a dispute, it shall be decided by the Joint Arbitration Committee.

The Contractors recognize the long established area practice of working a composite crew of equal numbers of mechanics of the trade and carpenters on all acoustical tile jobs when applied with adhesives.

When slate blackboards are being installed, the work shall be done by members of the Bricklayers and Allied Craftworkers. Plasterers shall be allowed fifteen (15) minutes to clean up tools.

Section 5. Restoration, PCC, and Miscellaneous Masonry.

Pointing, caulking, washing and cleaning of all types of masonry, caulking of all window frames encased in masonry of brick, stone or cement structures, including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunite work; 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 caulking of windows, frames and openings, as well as the setting of all structural glass shall be done by masons.

Section 6. The respective labor and management attorneys will write a Section 6 to "work jurisdiction and description of work" which will recognize the newly-formed Board working under the name "The Plan for the Settlement of Jurisdictional Disputes in the Construction Industry." This clause will state that both parties will abide by the decisions of said Board without any further recourse.

ARTICLE XXVI

HOUSING AND REHABILITATION

Section 1. Work Covered By This Article.

A. This Article shall apply to all rehabilitation work on residential structures. For the purpose of this Article, "rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use.

B. On new housing, this article shall be applicable only to site construction of all new work done by the Employer on one (1) family; two (2) family; row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

C. Any work which is not specifically set forth in Paragraphs A and B above shall not be covered by this Housing and Rehabilitation Article, but instead, shall be covered by and performed pursuant to the standard collective bargaining agreement between the Employer Association and Union or District Council.

Section 2. Hours of work.

A. The regular work week of the employees shall be between 7:00 a.m. Monday through Friday, to 5:00 p.m., consisting of a five (5) day work week. The starting time schedule shall be declared at the beginning of the job. The regular working hours each day from Monday through Friday shall be eight (8) hours between the hours of 7:00 a.m. and 5:00 p.m. with one-half (1/2) hour off for lunch between the hours of 11:00 a.m. and 1:00 p.m. By mutual consent of Employer and Union, an employee may work on the Saturday following the Friday of the work week. No employee is obliged to work make-up time and is not subject to discharge for refusing same. All employees on a particular building crew shall have opportunity for make-up time. Make-up time applies to work lost due to inclement weather only. (Shall be at the straight hourly rate.)

B. Work earlier than 7:00 a.m. If an earlier starting time is desired, it shall be at the discretion of the Employer and the Union.

C. Any overtime work performed, outside of the regular work day or work week as specified in this Article, shall be performed by employees covered

under this Article. First preference for overtime work shall be given to employees on the specific project.

Section 3. Overtime and Holidays:

A. All work performed in excess of eight (8) hours per day between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; all work performed before 7:00 a.m. and after 5:00 p.m., Monday through Friday; all work performed from 5:00 p.m. Friday to 7:00 a.m. Monday; and all work performed on New Year's Day, Independence Day, Memorial Day, Thanksgiving Day and Christmas Day shall be paid for at one and one-half (1 1/2) times the employee's straight time hourly rate of pay.

B. No work on Labor Day: No work shall be performed on Labor Day except to save life or property, and then shall be paid at the double time rate.

Section 4. Straight Time Hourly Wage Rate.

A. The minimum straight hourly wage rate of all employees covered by this Article is contained in Article IX, Schedule B. The wage rate shall be fifteen dollars (\$15.00) until such time as the rate calculated from the present basic hourly rate equals or exceeds seventy-five percent (75%) of the basic hourly rate on 4/30/94 (\$20.00). Wage rates are computed at seventy-five percent (75%) of the basic hourly rate as contained in Article IX, Schedule A. Refer to Article XIII for apprentice wage rates.

ARTICLE XXVII

ASSOCIATION SECURITY

Section 1. The Union recognizes Eastern Contractors Association, Inc., as the exclusive bargaining representative of all members.

Section 2. The Association represents that it is duly authorized by its designating members hiring Bricklayers to enter into this collective bargaining Agreement, that in so doing they are authorized to bind such designating members to the terms and condition of membership in said Association, that such designating members shall continue to be bound by terms or, shall upon admission to the said Association, after the date of execution of this Agreement, agree to be bound from that date forward by all terms and conditions of this Agreement.

Section 3. There shall be one (1) bargaining unit for all Employers bound by this Agreement for the geographical and trade jurisdictions covered herein including any individual Employers who are not designating members of Eastern Contractors Association, Inc. but who sign this Agreement or agree to be bound to it.

The management party hereto shall be considered the bargaining unit.

Section 4. No modification, variation, or waiver of any terms or provision herein shall be valid unless agreed upon in writing by both the Association and the Union. With the exception of project labor agreements or project agreements, where the Union will make every effort to include the Association in the negotiation of the project labor agreement or project agreements. The Union will supply the Association with a copy of any project labor agreement, it negotiates to which the Association is not a party.

ARTICLE XXVIII

"B" LOCAL

Section 1. This article will be removed from the Agreement at the time of organization of residential contractors. ECA will be the Management party in any successor residential or "B" Local agreement.

Section 2. There will be established a "B" local and all BAC types will be accepted to be organized into the BAC locals. These personnel will be paid a lower rate for a period of three (3) years and the work that they perform would apply to residential, residential/rehabilitation, small commercial and small commercial rehabilitation. The small commercial and small commercial rehabilitation, if negotiated, would be for all trades. If the contractor has all "B"

men busy, he/she may use an "A" man on a "B" job, but at the "B" rate. The "B" rate would be seventy-five percent (75%) of the basic rate. The eight (8) hour day is included in the "B" rate schedule.

ARTICLE XXIX DRUG TESTING

Section 1. If as a condition of working on a project, drug testing is required of the employee, Eastern Contractors' Association, Inc. and the Basic Trades shall meet and shall discuss a project agreement for Alcohol and Drug Testing.

Section 2. Eastern Contractors Association, Inc. and the Basic Trades shall have a special committee to develop a model program on alcohol and drug testing during the life of this agreement.

Section 3.

A. The Bricklayers and Allied Craftworkers Local No. 2 has a Member Assistance Program (MAP) for members (1-800-327-1984).

B. This Agreement does not mandate drug testing, except as specified above.

C. The parties are committed to the maintenance of an alcohol and drug free work place under provisions of this Agreement. All employees shall comply with the requirements of all employer safety/substance

abuse policies, Owner substance abuse policies, project safety/substance abuse policies, and all Federal, State, and local alcohol and drug testing.

D. The policies referenced above will be available upon request to the Union.

If testing is required on a project, then the Employer shall pay the cost of test.

ARTICLE XXX NON - DISCRIMINATION

The Parties mutually agree that they will comply and cooperate with all federal, state, and relevant local laws and regulations dealing with non-discrimination in employment and hiring.

ARTICLE XXXI WORKERS' COMPENSATION MCO AND PPO

The parties agree to allow Employers to utilize workers' compensation Managed Care Organizations (MCO) and Preferred Provider Organizations (PPO) approved by the New York State Department of Health and the New York State Workers' Compensation Board as authorized by Article 10-A of the New York State Workers' Compensation Law.

The name of the Employers' provider of workers' compensation insurance and the name of the MCO and/or PPO must be submitted in writing to the Association and the Union prior to the effective date of the insurance. In case of emergency, the parties agree MCO or PPO does not apply. After 30 days of care under the MCO or PPO, the employee may opt for his or her own doctor.

ARTICLE XXXII
PARTIES TO THE AGREEMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their fully authorized representatives and agents.

Eastern Contractors Association, Inc.

Thomas Murray, Co-Chairman
J.D. Gilbert, Co-Chairman
Lewis Hotaling
Andrew Sciocchetti, Jr.

**Bricklayers and Allied Craftworkers
Local Union No. 2, Albany, New York**

Al Catalano, President
John Buck, Secretary Treasurer
Mike Suprenant, Vice Chair
Robert Mantello, Committee Member

APPENDIX 1

ECA/BASIC TRADES WORKERS' COMPENSATION PROGRAM

The parties have adopted as apart of this Agreement the ECA/Basic Trades Workers' Compensation Program including the Workers' Compensation Alternative Disputes Resolution Addendum.

WORKERS' COMPENSATION ALTERNATIVE DISPUTES RESOLUTION ADDENDUM

AGREEMENT PREAMBLE

This Agreement is made and entered into the 28th day of February, 1996 by and between Eastern Contractors Association, Inc. (hereinafter referred to as the Association) and International Union of Bricklayers and Allied Craftworkers (Local Nos. 2, 8, 11, and 45), United Brotherhood of Carpenters and Joiners of America (Local No. 370), International Association of Bridge, Structural and Ornamental Iron Workers (Local No. 12), Laborers' International Union of North America (Local Nos. 157 and 190), International Union of Operating Engineers (Local No. 106) and International Brotherhood of Teamsters (Local No. 294) and other Unions and Associations electing to participate (hereinafter referred to as the Unions) and is an Addendum to the Building; Heavy & Highway (Bricklayers and Allied Craftworkers,

Carpenters); and Tile, Marble and Terrazzo Finishers and Workers (Bricklayers and Allied Craftworkers) collective bargaining agreements and successor collective bargaining agreements between the Association and the Unions.

ARTICLE I **PURPOSE**

It is the intent of this Agreement to provide employees who incur injuries or suffer occupational diseases as defined under the New York Workers' Compensation Law (hereinafter referred to as the Law) with improved access to high quality medical care, and to reduce the number and severity of disputes and provide an efficient and effective method for dealing with disputes resulting from such injuries and diseases by utilizing the provisions of subdivision 2-C of Section 25 of the Law to establish a system of medical care delivery and dispute prevention and resolution which will be used by all employees covered by this Agreement.

ARTICLE II **SCOPE OF AGREEMENT**

a) This Agreement shall apply only to an Employer that is signatory to at least one (1) of the collective bargaining agreements between the Association and the Unions listed above in Article I and that chooses to participate in this Agreement and to its employees who are covered under such agreements. The

Employer shall serve written notification on the Association, the Union representing the Employer's employees and on Ulico Casualty Company (hereinafter referred to as the Prime Carrier) of the Employer's application to participate in this Agreement. Initial and continuing participation shall be subject to the approval of the Joint Labor-Management Oversight Committee established in Article V and of the Prime Carrier. An Employer insured with a workers' compensation carrier other than the Prime Carrier or a self-insured Employer must demonstrate that it will be able to provide claims management, medical management and program representative services consistent with this Agreement and satisfactory to the Oversight Committee and the Prime Carrier and must agree to pay the applicable costs for dispute resolution services, medical network operation and other related program expenses.

In accordance with Rule 314:2(c), any participating Employers who are insured by a carrier other than Ulico, Inc. (the "Prime Carrier") shall provide the WCB with a statement signed by their insurance carrier expressing the carriers' consent to the workers' compensation claims provisions contained in the Agreement. Participating Employers who do not contract with an insurance carrier shall submit proof of self-insurance on WCB form SI - 12.

The Prime Carrier or other participating carrier or self-insured Employer, as appropriate, shall provide prompt written notification of the Employers who

elect to utilize the provisions of the alternative disputes resolution Agreement and an estimate of the numbers of employees thereby bound to the alternative dispute resolution process to the WCB.

b) This Agreement shall apply only to workers' compensation claims for compensable injuries and occupational diseases, as defined by the Law, sustained by employees of the Employer covered by this Agreement, during their employment by the Employer, on or after the effective date of this Agreement, irrespective of the date of the claim. This Agreement shall not be construed to modify the provisions of the Labor law nor shall it in any way modify claimant's rights to commence action based upon negligence, violations of Labor Law, violations of OSHA or otherwise against any third party.

c) This Agreement shall remain in effect for not less than one (1) year from the date of its execution. Thereafter, it shall continue and remain in force during the full term of the collective bargaining agreements to which it is an Addendum, subject to the termination notification requirements set forth in those agreements. Upon termination of coverage of this Agreement with respect to an individual employee or to all employees of an Employer, unless this Agreement or the underlying collective bargaining agreements are being renegotiated, the Employer and the employee(s) shall become fully subject to the provisions of the Law to the same extent as they were prior to the implementation of this Agreement, provided, however, that any claim

arising from an accident or illness sustained on or before the date of termination of coverage of this Agreement shall continue to be covered by the terms of this Agreement for a period of two (2) years and further provided that when a claim has been adjudicated under this Agreement, the Employer and the claimant shall be stopped from raising identical issues before the Workers' Compensation Board. On termination of the Agreement, copies of all records related to claims adjudicated under the Agreement shall be transferred by the responsible carrier to the Workers' Compensation Board. This Agreement shall not remain in effect beyond December 31, 2005 unless authorized by Law.

d) This Agreement represents the complete understanding of the parties with regard to the subject matter dealt with herein.

e) In any instance of conflict, the provisions of this Agreement shall take precedence over provisions of the Law, so far as permitted by the provisions of subdivision 2-C of Section 25 of the Law.

f) This Agreement shall not be construed to modify the provisions of the Law related to notice, claim filing, first report of injury, notification of controversy, notification of the cessation of benefits, payment of benefits, payment of attorney or licensed representative fees or any other provision of the Law or its supporting case law, except as specifically set forth in this Agreement.

g) Notwithstanding any other provision of this Agreement, it is hereby agreed that for other than

office or clerical employees, that no employee not covered under a collective bargaining agreement with at least one (1) of the signatory Unions shall be covered under this alternative dispute resolution agreement, nor shall be permitted coverage under the alternative dispute resolution for resolution of claims. Any party that fails to file for arbitration within thirty (30) calendar days after the completion of the mediation process as provided above shall forfeit its right to arbitrate under the terms of this Agreement. This provision shall not be in effect unless authorized by Law.

ARTICLE III

AUTHORIZED MEDICAL PROVIDERS

a) All medical and hospital services required by employees subject to this Agreement as the result of compensable injury or occupational disease, shall be furnished by health care providers and facilities negotiated by the parties to this Agreement, hereinafter referred to as authorized providers. A list of the authorized providers shall be made available to all employees subject to this Agreement. The list can be changed any time by mutual agreement of the parties to this Agreement. All authorized providers, other than health care facilities, shall be board certified in their respective specialties. The parties to this Agreement may agree on a case-by-case basis to permit a board eligible health care provider to act as an authorized provider as permitted by WCB.

b) In case of emergency when no authorized provider is available, the employee may seek treatment from a health care provider or facility not otherwise authorized by this Agreement, to provide treatment during the emergency. Responsibility for treatment shall be transferred to an authorized provider as soon as possible, consistent with sound medical practices.

c) After selecting an authorized provider to furnish treatment, an employee may change once to another authorized provider. When referred by the authorized provider to another provider in a particular specialty, the employee may also change once to another authorized provider in such specialty. Additional changes will be made only with the agreement of the Employer.

d) Neither the Association, the Employer nor the Union(s) shall be responsible for the cost of medical services furnished by a health care professional or facility not authorized pursuant to this Agreement.

e) The list of authorized providers shall contain sufficient numbers of providers for each of the specialties which the parties to this Agreement believe are required to respond to the needs of employees subject to this Agreement. In the event that an authorized provider furnishing treatment to an employee determines that consultation or treatment is necessary from a specialty for which no authorized provider has been selected through this Agreement, or in the event that distance makes it impractical for treatment from the authorized provider, the

authorized provider shall select the additional specialist or the additional provider who offers treatment at a practical distance for the employee.

f) All prescription medicines required by employees subject to this Agreement as a result of injury or occupational disease shall be furnished by the Employer through a prescription medicine provider agreed to by the parties to this Agreement. This prescription medicine may be provided by the prescription medicine provider.

g) Either the Employer or the employee may request a second opinion from an authorized provider regarding diagnosis, treatment, evaluation or related issue. A third opinion may be requested through the mediator or arbitrator if the first two do not agree.

h) Both the Employer and the employee shall be bound by the opinions and recommendations of the authorized providers selected in accordance with this Agreement. In the event of disagreement with an authorized provider's findings or opinions, the sole recourse shall be to obtain a second opinion from another authorized provider and to present the opinions through the dispute prevention and resolution procedures established in this Agreement.

i) The parties to this Agreement agree that it is in their mutual best interest to establish a schedule limiting the fees which the authorized providers may charge for providing documents and narrative reports, and will work with the authorized providers to establish such a schedule.

j) If the underlying compensability of a claim is being controverted by the Employer, the employee is not bound by this Article pending the resolution of the controversy. Any issue of compensability shall be resolved under Article IV of this Agreement. If the claim is found to be compensable, the Employer will be responsible for payment of the health care rendered to the employee, at the applicable fee schedule.

ARTICLE IV

DISPUTE PREVENTION AND RESOLUTION

a) The dispute prevention and resolution program will consist of three components:

Program Representative

Mediation

Arbitration

b) This program shall be used in place of and to the exclusion of the New York State Workers' Compensation Board (WCB) conciliation, he/shearing and review processes. Any request made to the WCB for conciliation, he/shearing or review of any claim subject to this Agreement will immediately be referred by the WCB to the program established by this Agreement.

c) The Program Representative, mediator(s) and the arbitrator(s) will be selected through negotiation among the parties to this Agreement and will be paid by the Employer, except that the costs for those employers insured by the Prime Carrier will be paid

by the Prime Carrier. All individuals considered for mediator or arbitrator shall disclose to the Joint Labor-Management Oversight Committee any current or previous employment or affiliation by the Prime Carrier or any other carrier participating in this Agreement.

d) An employee covered by this Agreement who believes that he/she is not receiving workers' compensation benefits to which he/she is entitled, including medical and hospital services, shall notify the Program Representative. If the issue cannot be resolved to the satisfaction of the employee within five (5) working days, the employee may apply for mediation. The parties may extend the five (5) working day period by mutual agreement. No issue will proceed to mediation without first being presented to the Program Representative. The response of the Program Representative to the employee shall be explained in terms which are readily understandable by the employee. The Program Representative will maintain a log recording all activity, including the date of each notification and the date of each response.

e) Application for mediation shall be made not more than sixty (60) calendar days after the Program Representative has responded to the employee's notification. Any application for mediation shall immediately be assigned to a mediator selected under this Agreement. The mediator will contact the parties to the dispute, including the Employer insurance carrier, and take whatever steps the mediator deems

reasonable to bring the dispute to an agreed conclusion. The Joint Labor-Management Oversight Committee will determine the rules by which mediations are conducted.

f) Mediation shall be completed in not more than fourteen (14) calendar days from the date of referral, except that in no event shall an issue be permitted to proceed beyond mediation until and unless the moving party cooperates with the mediator and the mediation process. The Employer agrees to cooperate fully in the dispute resolution process and to provide all relevant documents requested by the employee, the mediator or the arbitrator.

g) Within thirty (30) calendar days after the completion of the mediation process, any party not satisfied with the outcome may file with the mediator a request that the matter be referred for arbitration. Upon receipt of such a request, the mediator shall immediately refer the matter to an arbitrator agreed to by the parties to this Agreement for arbitration. The arbitration date will be set with sufficient advance notice to permit the parties to retain and/or consult with legal counsel.

h) Arbitration will be conducted pursuant to the rules of the American Arbitration Association, using an arbitrator agreed to by the parties to this Agreement. Unless the parties to the matter otherwise agree, arbitration proceedings shall be completed within thirty (30) calendar days after referral, and an arbitration decision rendered within

ten (10) calendar days of the completion of the proceedings.

i) No written or oral offer, finding or recommendation made during the mediation process by any party or mediator shall be admissible in the arbitration proceedings except by mutual agreement of the parties.

j) The mediator or arbitrator may in his/her or he/she sole discretion appoint an authorized health care provider to assist in the resolution of any medical issue, the cost to be paid by the Employer.

k) Either party to a claim may obtain representation by an attorney or licensed representative at any time. The attorney(s) or licensed representative(s) will be paid under the same circumstances and in the same manner and amounts as provided for under the Law. Neither party will be permitted to be represented by legal counsel at mediation. The fact that the representative of the employee, the Employer or the Employer's workers' compensation insurance carrier's has had legal training or is a licensed attorney shall not bar such person from participating in mediation unless he or she seeks to participate on the basis of a lawyer-client relationship. All communication between the mediator and the parties shall be directly with the parties (unless precluded by language or disability) and not through legal counsel.

l) Determination and/or approval of attorneys'/licensed representatives' fees, approval of agreements and other similar actions required under the Law to be performed by a referee or a Board

Member shall be the responsibility of the mediator or arbitrator. The arbitrator shall also have the authority to enforce the penalty provisions contained in Section 25 (2)(a), (2)(c), and (3)(c) of the Law with regard to only those penalties paid to the employee.

m) The decision and award of the Arbitrator shall be final, except as provided for in paragraph D of subdivision 2-C of Section 25 of the Law.

n) Any party to a claim may refuse once a mediator or arbitrator named to resolve the claim. The refusal shall be in writing and shall be made within two (2) working days of party receiving the name of the mediator or arbitrator assigned to the claim. A party to a claim may only exercise this option once at the mediation step and once at the arbitration step.

ARTICLE V
JOINT LABOR-MANAGEMENT OVERSIGHT
COMMITTEE

a) The Association and the Unions establish a Joint Labor-Management Oversight Committee to represent their respective interests in the administration of this Program. The Committee's Labor membership shall consist of one (1) designated representative from each of the unions set forth in Article I. The Management membership shall consist of an equal number of representatives designated by the Association from participating employers. The Oversight Committee shall designate six (6) members, three (3) Labor and three (3) Management,

to serve as a Working Group with authority to act at the direction of the entire Joint Labor-Management Oversight Committee. The Prime Carrier shall serve as a non-voting, ex officio member of both the Joint Labor-Management Oversight Committee and the subsidiary Working Group. The Joint Labor-Management Oversight Committee shall operate on a consensus basis.

The Program Coordinator will be an Association staff member and will serve as Chair of meetings of the Joint Labor Management Oversight Committee and the Working Group.

b) The Joint Labor-Management Oversight Committee shall take all actions required to implement the letter and intent of this Agreement, including, but not limited to, the selection of Program Representative, mediator(s), arbitrator(s), network providers and medical providers. Additionally, the Joint Labor-Management Oversight Committee shall receive reports, both in written and oral forms, from the Prime Carrier and any other participating carrier and the Working Group, shall receive complaints and investigate and respond appropriately, and shall respond to requests for systemic information whenever practicable. Accordingly, the parties hereto consent to the agreements, decision and other actions taken by the Joint Labor-Management Oversight Committee and the Working Group consistent with this Agreement and the exigencies of operating the program for the benefit of the Employees and the Employers.

ARTICLE VI
MISCELLANEOUS ISSUES

a) All payments required to be made by the Employer pursuant to this Agreement shall, in accordance with the Law, be made by its workers' compensation carrier. Similarly, all actions required by the Law to be undertaken by the insurance carrier rather than the employer shall be performed by the Employer's workers' compensation insurance carrier.

b) The Employer shall take whatever steps are necessary to insure that an Employer representative is available to fulfill the Employers' obligations until all claims subject to this Agreement are resolved.

c) If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement than can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

d) If any other contractor association and its representative union(s) wish to participate in the Program established under this Agreement, they may apply to the Joint Labor-Management Oversight Committee established in Article V. If approved for participation, the association and the union(s) may be entitled to name only one (1) additional Management member and only one (1) additional Union member,

respectively, to serve on the Joint Labor-Management Oversight Committee.

e) It is expressly agreed and understood that under no circumstances shall the Association(s) or the Union(s) signatory hereto become liable for providing any workers' compensation benefits by virtue of their participation in this Agreement, including but not limited to the payment of claims, related costs or the provision of services.

f) In a contested claim if the employee prevails at the arbitration step the Prime Carrier or any other participating carrier shall pay the attorney's/licensed representatives' fees of the employee's attorney in addition to any award made to the employee.

g) The parties agree to review the workers' compensation cost savings obtained by Employers participating in this Agreement with the goal of sharing a portion of those savings after an increase in competitiveness, if any, with the Unions. The threshold for determining increased competitiveness through workers' compensation cost savings shall be the Prime Carrier or any other participating insurer establishing rates, dividends, and premiums equivalent to the most competitive available from a commercial carrier, State Insurance Fund, or Safety Group outside this Agreement. After reaching the threshold for determining increased competitiveness, a portion of those workers' compensation cost savings will be shared through supplementing the statutory benefits or some other formula as

determined by the parties and the Prime Carrier and other participating insurers.

The Prime Carrier and any other participating insurer will observe the reporting requirements in Article V b of this Agreement. At least one (1) written report will be provided prior to the first of the expirations of the current collective bargaining agreements between the Association and the Unions on April 30, 1997 (Bricklayers and Allied Craftworkers Local No. 2 - Building, Carpenters Local No. 370; Iron Workers Local No. 12; Laborers' Local No. 157 & 190, International Union Operating Engineers Local No. -106; Brotherhood of Teamsters Local No. 294), May 31, 1997 (Bricklayers and Allied Craftworkers Locals Nos. 2, 8, 11, 45), and May 31, 1997 (Bricklayers and Allied Craftworkers - Tile, Marble and Terrazzo Finishers and Workers), respectively.

The Association and the Unions will endeavor together to explore the development of additional or enhanced features by the Prime Carrier and any other participating carrier for inclusion in this Agreement.

h) MULTIPLE EMPLOYER CLAIMS. Medical care that is the responsibility of the current Employer and the collectively bargained program will be furnished through the program's medical network. If the claim involves a medical condition for which the employee was previously treated, and the prior treating physician is not a member of the program medical network, the physician will, at the claimant's written request to the Program Representative,

immediately be put through the credentialing process and after successful completion added to the program medical network. If an issue arises involving only the current Employer, it will be dealt with through the Agreements alternative disputes resolution process. If an issue arises that involves the current Employer and a prior Employer who is not party to the Agreement, it will be dealt with through the WCB process. If an issue arises that involves the current Employer and a prior Employer who is party to the Agreement, it will be dealt with through the Agreement alternative dispute resolution process.

1) The parties agree that safety is of the greatest importance in the prevention of injuries in workers' compensation. The Association and the Prime Carrier and other participating insurers will develop a Safety Recognition Program including Employer and employee awards. The Employers and the Unions agree to promote safety and undertake any safety recommendations made by the Prime Carrier and other participating insurers.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year set forth, in the City of Albany, County of Albany, State of New York.

ACCEPTED FOR THE UNIONS for and on behalf of the signatory Unions:

International Union of Bricklayers and Allied Craftworkers (Local No. 2) Garry Hamlin, President	International Union of Bricklayers and Allied Craftworkers (Local No. 8) Mark Babbage, President
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International Union of Bricklayers and Allied Craftworkers (Local No. 11) Steve Remington, William Business Manager	International Union of Bricklayers and Allied Craftworkers (Local No. 45) R. Wright Jr., Business Manager
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United Brotherhood of Carpenters and Joiners of America (Local No. 370) John Stefanik, Business Representative	International Association of Bridge, Structural and Ornamental Iron Workers (Local No. 12) Michael Burns, Business Manager
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Laborers' International
Union of North America
(Local No. 157)
Robert L. Pollard,
Business Manager

Laborers' International
Union of North America
(Local No. 190)
Samuel M. Fresina,
Business Manager

International Union of
Operating Engineers
(Local No. 106)
Gene Messercola,
Business Manager
/President

International Brotherhood
of Teamsters
(Local No. 294)
Howard Bennett,
President

ACCEPTED FOR THE ASSOCIATION for and on
behalf of the signatory Employers:

Charles McGrath
J.D. Gilbert
Vic Mion Jr.
Toni Cristo
Wayne Brownell

Tom Murray
John Di Guilio
David Rubin
Bruce Hodkins
Walt Gould

ACCEPTED FOR ULICO CASUALTY
COMPANY:

Todd Rowland

NON-ASSOCIATION EMPLOYER SIGNATURE PAGE

I, the undersigned, as independent Employer of Bricklayers, Masons and Plasterers, having read the accompanying Agreement between the Eastern Contractors Association, Inc. and the Bricklayers and Allied Craftworkers Local No. 2, that are signatory to this Agreement, agree to abide by the terms of the same in consideration of receiving the same guarantees and privileges as members of the Eastern Contractors Association, Inc.

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

Please forward one (1) completed copy of the following page to:

**Bricklayers and Allied
Craftworkers Local No. 2
300 Centre Drive,
Albany, NY 12203**

**Eastern Contractors
Association, Inc.
6 Airline Drive
Albany, NY 12205**

Company Name

Address

Telephone Number

Email Address

Authorized Officer Signature

Printed Name

Federal Registration Number

Insurance Carrier

Policy Number

Unemployment Insurance Number

New York State Disability Benefits Number

New York State Disability Carrier's Name

Local President's/Field Representative's Signature

Date