K 8697
1,200 workers

99 pp.

LABORERS

BUILDING

AGREEMENT
BETWEEN

EASTERN CONTRACTORS ASSOCIATION, INC.

AND THE

EASTERN NEW YORK LABORERS' DISTRICT COUNCIL

FOR

Construction and General Laborers' Local Union No. 190 Albany, N.Y. and Vicinity

Construction and General Laborers' Local Union No. 157 Schenectady, N.Y. and Vicinity

MAY 1, 2000 - APRIL 30, 2003

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

TABLE OF CONTENTS

AGREEMENT
FOREWORD

THIS AGREEMENT is made and entered into on this 23rd day of May, 2000, by and between the Eastern Contractors Association, Inc., Party of the First Part, acting for and on behalf of its Employer members (hereinafter collectively referred to as the "Association") and the Eastern New York Laborers' District Council and its affiliated Local Union Nos. 190 and 157 (hereinafter collectively referred to as the "Union") Party of the Second Part.

ARTICLE I
PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and employee; to prevent waste and unnecessary and avoidable delays and expenses; and for the further purpose of at all times securing for the Employer sufficient skilled workers and so far as possible to provide continuous employment for labor, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon so that the stable conditions may prevail and costs may be as low as possible, consistent with fair wages and

conditions; and to further establish the necessary procedure by which these things may be accomplished.

In accordance with and subject to the provisions of the Labor-Management Relations Act, 1947, as amended, the Party of the First Part recognizes the Unions, Party of the Second Part, as the exclusive bargaining agent for the employees included under the terms 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 the work done by laborers coming within the jurisdiction of the Laborers' International Union of North America, affiliated with the Building Trades Department, AFL-CIO. When the Employer, Party of the First Part, employs laborers, the terms and conditions and the rates of wages herein provided shall apply.

ARTICLE II
DECLARATION OF PRINCIPLES

1. That there shall be no limitation to the amount of work an employee shall perform during his workday, it being understood that the worker shall perform a fair and honest day's work.

2. That there shall be no restriction of the use of machinery, tools, appliances or standard equipment for the use required, except where life and health are endangered.

3. That there shall be no restriction of the use of any raw or manufactured materials, except prison-made.

4. That no person shall have the right to interfere with workers during working hours, except as hereinafter provided.

5. That the foreman or foremen shall be the agent or agents of the Employer, selected by the Employer, and may be a member or members of the above-mentioned union.

ARTICLE III
MANAGEMENT RIGHTS

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

1. Plan, direct and control the operation of all his work.

2. Decide the number of employees required.

3. Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/ or skills required. The Contractor may hire employees by name, who have special skills or have previous experience.

4. Transfer employees without restriction or limitations, within their own geographical jurisdiction, be it Laborers' Local Union No. 157 or 190.

5. Determine work methods and procedures.

6. Determine the number of foremen.

7. Require all employees to observe the Contractor's and/or owner's rules and regulations not inconsistent with this Agreement.

8. Require all employees to observe all state and federal safety regulations prescribed by the Contractor and/or owner and to work safely.

9. Discharge or suspend employees.

10. The Contractor may, if he desires, maintain a variety of skills within his group of employees to be prepared to have skills and/or supervision for any type of work that may arise.

11. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor.

12. 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 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. The Contractor and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and

agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools or labor-saving devices.

13. It is understood by the Contractor and agreed to by the Unions, that the employees of this Contractor will perform the work requested by the Contractor without having any concern or interference with any other work performed by other trades who are not covered by this Agreement.

ARTICLE IV
GEOGRAPHICAL JURISDICTION

Section 1. This Agreement shall cover all the work done by laborers on building construction, and work incidental thereto, coming within the jurisdiction of the Laborers' International Union of North America, affiliated with the AFL-CIO and the Building Trades Department.

Section 2. This Agreement covers all such work within the following geographical jurisdictions of the Party of the Second Part:

A. LABORERS' LOCAL UNION NO. 190, Albany - Counties of ALBANY, RENSSELAER, WASHINGTON, SARATOGA (Townships of Stillwater, Halfmoon, Saratoga), COLUMBIA (Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham, Austerlitz), and GREENE (except Catskill Township).

B. LABORERS' UNION NO. 157, Schenectady - All of SCHENECTADY and SCHOHARIE County, Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida in MONTGOMERY County. Townships in FULTON County - Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth. Townships in SARATOGA County Day, Hadley, Edinburg, Corinth, Moreau and South Glens Falls, Providence, Greenfield, Wilton, Northumberland, Galway, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

Section 3. The geographical jurisdiction as stated will not be changed for the purpose of this Agreement during the duration of such Agreement.

ARTICLE V
UNION RECOGNITION AND SECURITY

Section 1. The Employer hereby recognizes and acknowledges the Eastern New York Laborers' District Council and its affiliated Local Union Nos. 190 and 157 as the exclusive representative for all employees performing laborers' work in the classifications and categories covered by this Agreement for the purposes of collective bargaining, excluding, however, all non-working supervisors, as provided by the Labor-Management Relations Act of 1947, as amended.

Section 2. All employees who are present members of the Union shall maintain their membership in good standing in the Union in order to continue in employment. All new employees, on the eighth (8th) day following the beginning of their employment, of the execution date of this Agreement, or the effective date of this Agreement, whichever is the later, shall become and remain members in good standing of the Union in order to continue in employment, all to be applied and enforced in accordance with the provisions of the National Labor Relations Act, as amended. The Employer agrees, upon written notice from the Union to discharge any employee who has not become or remained a member in good standing

in the Union as hereinabove set forth, provided the Union certifies in writing that such membership was available to the employee on the same terms and conditions generally applicable to other members and/or certifies in writing that membership was not denied or terminated for reasons other than the failure of the employee to tender periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 3. In consideration of the foregoing, the Union agrees to supply competent, skilled and qualified Laborers to the Employer upon his request, to perform work coming within the trade, craft and geographical jurisdiction of the Union.

Section 4. Employee certification with employee documentation in regard to basic hazard recognition, hazard communication training and INS I-9 form clause similar to management proposal to be established and incorporated.

Section 5. It is agreed that Laborers covered by this agreement will perform work for signatory contractors only.

Section 6. The Employer agrees that in providing opportunity for employment it will give priority to persons who have had one (1) year or more of service since January 1, 1990 in the construction industry in

the type of work covered by this Agreement, and in the various geographical areas described in Article 1, Section 2, of this Agreement.

Section 7. The Employer and the Union agree that the foregoing priority shall be exercised without regard to Union membership or nonmembership and the Employer agrees to give the Union an opportunity to provide such additional employees, as he needs.

ARTICLE VI
ASSOCIATION RECOGNITION AND SECURITY

Section 1. The Union recognizes the Association as the exclusive bargaining representative.

Section 2. The Association represents that it is duly authorized to enter into this collective bargaining agreement, that in so doing it is authorized to bind such designating members to the terms and conditions of this Agreement, and represents further, that it will request, as a condition of membership in said Association, that such designating members shall continue to be bound by such 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 the terms and conditions of this Agreement.

Section 3. There shall be one bargaining unit for all Employers bound by this Agreement for the geographic and trade jurisdictions covered herein.

Section 4. No modification, variation, or waiver of any term or provision herein shall be valid unless agreed upon in writing by both the Association and the Union.

Section 5. This Agreement will be available for organizing purposes on a single project basis once per newly organized Employer and the Union will give written notice to the Association within one (1) month of their organization. The Union will furnish ECA with a list of all signatory Employers as of the date of this Agreement. The Union will furnish ECA with a copy of all project labor agreements, owner understandings, International Agreements, etc. within one (1) month.

ARTICLE VII
PRE-JOB CONFERENCE

There shall be a pre-job conference. The Employer agrees to meet with the Union for a pre-job

conference prior to the commencement of any work on the subject project.

ARTICLE VIII
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 Laborers 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 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 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 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 control over the selection of the Subcontractor(s), or 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. 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 any 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 IX
AUTOMATIC DIMINUTION CLAUSE

Section 1. 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 of 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 X
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union mutually agree that they will comply and cooperate with all federal, state and/or local laws, codes, rules, ordinances, regulations, executive orders and

administrative decisions, dealing with non-discrimination in training, employment, job tenure, promotions and every other matter covered by such laws, codes, etc. not herein expressly mentioned. The Employer and Union shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or age.

Section 2. It is recognized that there are specific subcontract requirements for D/M/WBE participation in most public works contracts and that certain exceptions to the Subcontracting article (Article VIII) 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.

ARTICLE XI
WORK CONDITIONS

Section 1. The Employer shall furnish all necessary tools that the employees are to use.

Section 2.

(A) At the time of hire or such later date as may be appropriate, employees covered by this Agreement shall be furnished slipover rubber boots, rainsuits and hats, which shall remain the property of the Employer and be returned at the termination of use or employment.

(B) At the first full pay period following the issuing of such articles, the actual cost to the Contractor of the said articles shall be deducted from the pay of each said employee covered by this contract. Upon termination of employment, such employees who return the articles issued will be refunded the amount deducted from pay.

Section 3. The Employer shall supply special gloves for the performance of work necessitating their use.

Section 4. The Employer shall provide warm, suitable shelter of sufficient size where all Laborers may eat their lunch and hang their clothing. The Employer shall also assume responsibility in case of loss by fire.

Section 5. The Employer shall provide and the Laborers shall maintain clean and sanitary toilet and drinking facilities.

Section 6. It is agreed the employees shall start work at the appropriate starting time and work until

the appropriate lunch period, provided that the lunch shanty is within a reasonable distance of their place of work. In the event that it is not, as determined by the Employer, ample time shall be allowed to reach the shanty by the appropriate lunch period. Employees shall be back at their place of work at the appropriate starting time and remain there until the appropriate quitting time.

Section 7. In the morning, at a time designated by the superintendent, a ten (10) minute coffee break will be allowed. One employee 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 place of work.

Section 8. Authorized representatives of the Union shall be allowed to visit jobs during working hours to interview the Employer and the employees, but in no way shall such person or persons interfere with or hinder the progress of the work.

Section 9.

(A) Employees injured at work shall be paid for the time spent going to the doctor's office for treatment at the time of injury. If the doctor certifies in writing that the employee is unable to return to work that day, the injured employee shall be paid for the balance of that working day.

(B) The injured employee shall be allowed two (2) hours' time from work for additional visits to the doctor for injuries sustained while in the Employer's service without loss of pay. It shall be understood, however, that such visits during working hours shall be made only when no other arrangements can be made and an affidavit is received from the doctor stating the necessity for each visit.

(C) The injured employee shall, if at all possible, be given preference to any light work, if the same is available, that may be performed on the job, provided, however, that he is still in the employ of the Employer where the injury occurred and the doctor certifies in writing that the employee can do the work to which he is to be assigned.

Section 10. The Union shall have forty-eight (48) hours in which to furnish qualified employees after called.

ARTICLE XII
SAFETY

Section 1. The Employer agrees to abide by all state and federal laws regarding safety. The Employer shall exercise every safety precaution for laborers when powder-actuated tools are used.

Section 2. Safety Training – Consultation between the Employer and Union in selection of employees to be trained as Foreman.

- Training Fund will pay for STP and Foreman Course training.
- Blueprint Reading prerequisite for Foremen Course.
- Blueprint Reading and Foremen Course prerequisite to STP.
- The parties will mutually develop the training schedule.
- Training Fund will do two courses per year in addition to the Foremen training and the Association will choose the courses.
- The Laborers want the Association to consider including Traffic Control and Rigging and Signaling in course options.
- Training will be required by Employers as a conditions of employment.

ARTICLE XIII
ARBITRATION

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

A. Between the Business Agent 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 shall be established within seventy-two (72) hours, one-half of whom shall be appointed by the Union and one-half (1/2) of whom shall be appointed by the Association (one (1) of whom may be a member of the Association's Labor Relations staff), and a decision rendered within three (3) days. The Joint Board of Arbitration shall be composed of members of the Joint Negotiating Committee.

All grievances shall be: made in writing; and include a statement of alleged violations and specific provisions of the contract allegedly violated and detail 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 (1) additional member shall be chosen by the members of the above Board within three (3) 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 American Arbitration Association. 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 costs incurred in (C) above shall be paid by the Construction Industry Advancement Program of Eastern New York.

ARTICLE XIV
SAVINGS CLAUSE

In the event that any state or federal statute or law shall supersede or invalidate any clauses in this Agreement, such statute or law shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that 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 redraft a new section or portion thereof, which shall be valid and which shall replace that section or portion thereof declared invalid.

ARTICLE XV
MUTUAL ASSISTANCE

It is mutually agreed that there shall be no strikes authorized by the Union nor lockouts authorized by the Employer, except for refusal of either party to submit to arbitration, in accordance with the

Arbitration Clause herein, or failure on the part of either party to carry out the award of the Board of Arbitration.

Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation, provided, however, it shall not be a violation of this Agreement to refuse to cross or work behind the picket line of any affiliated Union which has been authorized by the International of that Union, the Central Labor Council, or Building and Construction Trades Council.

If a tradesperson is laid off due to lack of work, as a result of a strike by another union, this lay-off will not be considered to be a lockout or a violation of the no-strike, no-lockout provision of this Agreement. Further, if a contractor is forced to cease operation due to government environmental pollution control orders, alert systems, etc., he shall not be obligated to pay any employee for the work hours affected.

ARTICLE XVI
HOURS OF WORK AND OVERTIME

Section 1. Normal work day shall consist of eight (8) hours with one-half (1/2) hour for lunch. (Flexible lunch time to be one-half (1/2) hour between 11:00 a.m. and 1:00 p.m.) 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., except as may be otherwise mutually agreed upon by the Employer and Union.

Section 2. Overtime is to be paid at the rate of time and one-half (1 1/2) for all work performed before and after the appropriate starting and quitting time, during the lunch period and on Saturdays. Double time shall be paid for all time worked on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. No work shall be performed on the above holidays except in case of emergency, the emergency to be determined by the Association and the Business Agent. Any holiday which occurs on Sunday shall be observed the following Monday. Holidays that fall on Saturdays will be observed on Fridays.

Section 3. The Employer shall have the option to work four (4) ten (10) hour days at straight time upon mutual agreement between the Employer and the Union.

Section 4. 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 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.

ARTICLE XVII
REPORT-IN PAY

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

Employee may be required to remain at the job site by the Employer. Such employees required to remain at the job site by the Employer shall receive a minimum of two (2) hours' work or (2) hours' pay at the applicable hourly rate. When inclement weather

occurs and crew is being split, the Employer will attempt to equal work as evenly as possible.

ARTICLE XVIII
FOREMAN

Section 1.

(A) When six (6) employees are employed, the Employer shall designate one as foreman, and he shall receive not less than seventy-five cents ($.75) per hour above the laborer's rate.

(B) When a general laborers' foreman is employed, he shall receive not less than one dollar and twenty-five cents ($1.25) per hour above the laborer's rate.

(C) When a laborers' superintendent is employed, he shall receive not less than one dollar and seventy-five cents ($1.75) per hour above the laborer's rate.

Section 2. The laborer foreman, general labor foreman, and laborers' superintendent shall be designated by and at the discretion of the Employer and shall be assigned to such duties and responsibilities as the Employer, superintendent, or other supervisory personnel may determine in its or his sole discretion.

ARTICLE XIX
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 (71/2) 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 (71/2) 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 shifts.

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 over-time.

Section 3. Occupied premises - upon notification to the Local Union, a shift may be worked in any occupied building outside of the regular work hours. This shift shall work seven and one-half (7 1/2) hours and be paid for eight (8) hours. On Saturdays, Sundays and holidays work shall be performed at the appropriate overtime rate.

ARTICLE XX
SHOP STEWARD

Section 1. It is agreed that, on each job, the Union Business Agent shall appoint a working shop steward. The Laborers' steward will be employed at all times that any laborers are employed by his Employer on laborers' work performed by his Employer and will be paid for all time lost due to not having been notified by the Employer or the Employer's agent to report for work. He will be allowed sufficient time to perform his duties and will not be discharged, laid off, or transferred by reasons of the performance of his duties as steward without prior approval of the Business Agent. The foreman may be the last and the first employee on the job.

Section 2. The laborers' steward shall be notified of any hiring or layoff.

Section 3. A steward has absolutely no authority to call or cause any work stoppage.

ARTICLE XXI
WAGES

Section 1. The hourly rate of pay of this Agreement shall be as shown in the schedule of wages set forth below. Wages provided in this Agreement shall be paid to the employees on the job in cash or check where they are working on or before the scheduled quitting time on Friday. The payroll week is to end on Wednesday except for participants in the Association's Central Payroll System, who may end payroll week on Tuesday. Pay shall be in U.S. currency or by check, with payment by check allowed for members of Eastern Contractors Association, Inc. only. If payment, including fringe benefit stamps, is not made by quitting time, employees shall receive waiting time at the time and one half rate until 6:00 p.m. The employees are to return to work on Monday morning at the scheduled starting time and will be paid time and one-half from the scheduled starting time until such time as they are paid in addition to their regular wages. All layoffs are payoffs.

Section 2. Payment is to be made on the job, weather permitting, otherwise at a pre-arranged time. Payment is to be enclosed in an envelope, which shows the name and address of the Employer, employee's name, regular and overtime hours worked, all lawful deductions and net amount due to employee. If the payday falls on a holiday, payment shall be made on the work day which precedes such holiday.

Section 3. In cases where an Employer has not or cannot demonstrate financial responsibility to the satisfaction of the Chairmen of the Joint Negotiating Committee, that Employer must pay by cash or certified check. In the event that a subcontractor's check is not honored, the Union will immediately notify the General Contractor and the General Contractor will take whatever action is necessary in an attempt to make any deficiencies good, to the extent of the money owed the subcontractor by the General Contractor. In any event, the Union has the right to remove the employees from the job of the delinquent Employer.

Section 4. Basic rates applicable in the jurisdiction of the Party of the Second Part:

SECTION 4. C. INCREASES

SCHEDULE C:

Effective 7/1/00	$.50.
Effective 10/1/00	$.40.
Effective 5/1/01	$.85.
Effective 5/1/02	$.85.

Section 5. The following supplemental rates apply:

High Rate: Fifty cents ($.50) above the basic hourly Laborer's rate for blaster, wagon drill operator, form setter, well-pointing and laser operator.

Premium Rate: One dollar and thirty-five cents ($1.35) above the basic hourly Laborer's rate for handling asbestos or toxic materials.

Section 6. The employee shall be paid at the appropriate classification for the hours worked in that classification.

Section 7. The wage rates and fringe benefits stipulated in this agreement shall be the minimum and maximum rates to be paid by any Employer or accepted by any employee covered by the terms of this Agreement.

Section 8. If the Employer pays any laborers or other crafts in his employ over their basic rates, he shall pay all laborers in his employ the same

differential in rates. This provision does not affect the status of the other Contractors.

Section 9. The parties agree that all compensation (in this Article) whether hourly wages or fringe benefits and other contributions listed are wages or are derived from wages.

ARTICLE XXII
FRINGE BENEFIT FUNDS WELFARE, PENSION, INDUSTRY, TRAINING & EDUCATION, SAVINGS FUNDS, ANNUITY, WORK ASSESSMENT AND LECET

Section 1 - Welfare Fund:

The Employer shall contribute as per schedule contained in Article XXI, Section 4, Schedules A, B, and C per hour for each hour worked to Employees covered by this Agreement into the Laborer's Welfare Fund of the respective Laborer's Union party to this Agreement. Such Employer contributions are included in the Laborer's Fringe Benefit Voucher. The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by three representatives of the Employers and three from 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. The contributions of the Employer shall be used exclusively to provide welfare benefits to eligible employees in such form and amount as the Trustees of the Welfare Fund may determine. The Local Unions, Party to this Agreement, and the Welfare Fund shall be considered as an Employer under this Agreement for the purposes of paying the contributions mentioned in this Article for the benefit of all its full-time salaried officers and employees.

Section 2 - Pension Fund:

The Employer shall contribute as per schedule contained in Article XXI, Section 4, Schedules A, B, and C per hour worked to Employees covered by this Agreement into the Laborer's Pension Fund of the respective Laborer's Union, party to this Agreement. Such Employer contributions are included in the Laborer's Fringe Benefit Voucher. The said Pension Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by three representatives of the Employers and three from 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. The contributions of the Employer 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 Local Union Party to this Agreement, and the Pension Fund shall be considered as an Employer under this Agreement for the purpose of paying the contributions mentioned in this Article for the benefit of its full-time salaried officers and employees.

Section 3 - Industry Fund:

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed as follows:

The Association agrees to establish an Industry Advancement Program for the purpose of meeting all costs to the Association in promoting the construction industry and conducting labor relations, and all matters and problems incidental thereto, on an industry-wide basis in the geographical area covered by this Agreement. The activities to be financed by the funds of the Industry Advancement Program may include, but shall not be limited to the following: Safety and accident prevention; apprenticeship training and other educational programs; public relations, industry relations; management expenses in connection with collective bargaining and in the maintenance of grievance procedures; management

costs of participating in joint apprenticeship, health and welfare, and pension programs; research into new methods and materials; disaster relief and civilian defense.

The Board of Directors of the Association shall solely and exclusively administer the operation of the Industry Advancement Program herein before established. The Board of Directors shall have all such rights and powers as the members thereof may deem necessary and proper to effectively and efficiently carry out the objectives and purposes of the Program. The Board of Directors shall also have exclusive authority to interpret each and every provision of this Agreement in the administration of the Program, provided, however, that under no circumstances shall the funds of the Program be used to carry on any of the activities expressly prohibited under Section 5 of this Article. The Board of Directors shall have authority to direct the disbursement of the Program's funds in any amounts, to foster, advance and promote the objectives and purposes of the Program and, on behalf of the Association, to take whatever legal or other action may be deemed necessary (in the sole and exclusive discretion of the Board of Directors) to protect the funds of the Program, and/or to enforce any and all provisions of this Agreement. The Board of Directors shall have further authority to invest and re-invest the funds of the Program in any legal manner. The Board of Directors is authorized to

engage such assistance, in the form of secretarial personnel, investment counselors, experts, legal and accounting services, etc., as it may deem necessary and proper for carrying out the Program's objectives and purposes.

The Industry Advancement Program shall be administered in accordance with all existing federal and state laws and regulations pertaining thereto, and also with any subsequently enacted legislation applicable thereto. The Union will not have any representation whatsoever among those managing the Program, and it is clearly and expressly agreed and understood between the parties hereto that this is solely a management fund, and not a joint fund. The Union agrees to furnish the Association with a copy of a signed agreement with any non-member Employer.

Upon termination of payments allocable to the Industry Advancement Program by reason of the expiration of this Agreement, or because of the absence of a contractual obligation upon the Employer to make payments allocable, or for any other reason, the assets and fund of the Industry Advancement Program shall not be distributed among any Employers, or to the Union, but shall be held by the Association, which shall continue to administer and expend such assets and fund for the purposes, and subject to the conditions set forth in this Section 4.

Anything herein contained to the contrary notwithstanding, there is specifically excluded from the purposes of the Industry Advancement Program the right to use any of its funds for lobbying in support of anti-labor legislation and/ or to subsidize contractors or labor during a period or periods of work stoppages, strikes or lockouts. None of the foregoing provisions of this Section shall operate to prohibit any communications from the Association to its members at any time, or to prohibit the expression by such of the Association's representatives as may be paid with the monies of the Industry Advancement Program of any position of the Association or its members in collective bargaining or in negotiations of any matter affecting wages or conditions of employment of the members of the aforementioned Unions.

The Employer shall continue to pay weekly 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, as per Article XXI, Section 4, Schedule A-Building, per hour worked, per employee covered by the terms of this Agreement. Said sum to be paid to said fund to be used for the above mentioned purposes. Payments to the fund are included in the Laborers Fringe Benefit Voucher system. The Union shall not be held responsible for the collection of the Industry Fund.

The Union shall receive quarterly reports of income and disbursements of the CIAP fund and shall also receive a copy of the yearly audit of the CIAP fund.

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.

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.

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.

WHEREAS, the Industry Advancement Program is used in part for supporting the activities and administration of the fringe benefit programs established by this contract, it is agreed by both parties that any independent Employer signing other than this *exact* contract, binding said Employer fully and completely to all provisions of this Agreement, will be prohibited from participating as a contributing

Employer in any trust agreement or fringe benefit program agreed to in this contract. The Union agrees that it will not sign any other agreement, with any Employer other than this exact Agreement.

Section 4 - Eastern Contractors Association and District Council Training Fund:

The Employer shall contribute as per Schedule contained in Article XXI, Section 4, Schedules A, B, and C per hour for each hour worked to employees covered by this Agreement into the Laborer's Training and Education Fund of the respective Laborer's Union party to this Agreement. Such Employer contributions are included in the Laborer's Fringe Benefit Voucher.

The Fund is established and maintained in accordance with applicable laws as a jointly administered trust fund under the Labor Management Relations Act, 1947, as amended, Section 302, as it may be amended, to provide education, training and skill development for eligible employees. 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. Eastern Contractors Association, Inc. and the Unions will cooperate fully in maintaining the Fund so it complies with all applicable law, and so that Employer's contributions to it will be deductible by the 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 operation.

Section 5 - Savings Fund:

This Section applies to Laborers' Local Union No. 190, Albany, New York, only.

The Employer agrees to withhold the amount specified in Article XXI, Section 4, Schedules A, B, and C* per hour for each hour worked by employees in the geographical jurisdiction of Laborers' Union Local No. 190 into the Laborers' Savings Fund. Such amounts withheld are included in the Laborers' Fringe Benefit Voucher. The Laborers' Savings 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 Savings 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 amendments 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 6 - Annuity:

This Section applies to Laborers' Local Union No. 157, Schenectady, New York only.

The Employer agrees to contribute the amount specified in Article XXI, Section 4, Schedules A, B, and C per hour for each hour worked by employees in the geographical jurisdiction of Laborers' Local Union No. 157 into the Laborers' Local No. 157 Annuity.

Section 7 - Work Assessment:

A. **Laborers' Local Unions No. 157 & 190.**

It is understood and agreed that the Employer shall deduct from the net wages (after calculation of taxes) of employees subject to this Agreement in the geographical jurisdiction of the Party of the Second Part as per Article XXI, Section 4, Schedules A, B, and C. No deduction shall be made for work assessment for any such employee unless the employee has deposited with the Employer his copy of an executed work assessment authorization card, which shall in no event be irrevocable for a period of more than one (1) year or the termination date of this Agreement, whichever shall he the less. Executed copies of the work assessment cards will be kept on file by the Union and the Association. The Employer assumes no obligation with respect to the obtaining of work assessment authorization cards, it being understood that this is a duty and obligation of the Union. With respect to any such employees for

whom a work assessment authorization card has not been furnished, the gross basic wage rate appearing herein before in Articles XXI, Section 4, Schedule A, B, and C, shall be paid to the employee on a straight or time and one half basis as shall be applicable under this Agreement. Work Assessment shall be first deducted in the first full payroll period following the furnishing of authorization cards.

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

Above monies will be included in the Laborers' Benefit Voucher of Laborers' Local Union No. 190 Albany and Laborers' Benefit Stamp of Laborers' Local Union No. 157 Schenectady respectively.

Effective October 1, 2000. Laborers' Local No. 157 work assessment will be 2.5% of gross wages. The Employer will submit a copy of their payroll record for laborers' with a check for the work assessment directly to the Laborers' Local No. 157 business office. This payroll report, with the work assessment check, will be due on the 15th of each month for the previous month's work. The 2.5% of gross wages deduction for the work assessment will include the $.10 deduction for the Eastern New York Laborers' District Council work assessment.

B. **Eastern New York Laborers' District Council.**

It is understood and agreed that the Employer shall deduct from the net wages (after calculation of taxes) of employees subject to this Agreement in the geographical jurisdiction of the Party of the Second Part as per Article XXI, Section 4, Schedules A, B, and C. No deduction shall be made for work assessment for any such employee unless the employee has deposited with the Employer his copy of an executed work assessment authorization card, which shall in no event be irrevocable for a period of more than one (1) year or the termination date of this Agreement, whichever shall he the less. Executed copies of the work assessment cards will be kept on file by the Union and the Association. The Employer assumes no obligation with respect to the obtaining of work assessment authorization cards, it being understood that this is a duty and obligation of the Union. With respect to any such employees for whom a work assessment authorization card has not been furnished, the gross basic wage rate appearing herein before in Articles XXI, Section 4, Schedule A, B, and C, shall be paid to the employee on a straight or time and one half basis as shall be applicable under this Agreement. Work Assessment shall be first deducted in the first full payroll period following the furnishing of authorization cards.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits

or other forms of liability that shall arise out of or by reason of action taken or not taken by the company in reliance upon work assessment authorization cards furnished by the employees and/or Union.

Above monies will be included in the Laborers' Benefit Voucher of Laborers' Local Union No. 190 Albany and Laborers' Benefit Voucher of Laborers' Local Union No. 157 Schenectady respectively.

Section 8 - Laborers' Employers Cooperative Education Trust (L.E.C.E.T.):

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

B. The Employer shall contribute to the Laborers-Employers Cooperation and Education Trust ("LECET') effective as of the effective date of this Agreement and for each month thereafter for the term of this Agreement, including any extensions or

renewals thereof. The Employer shall contribute to LECET at the rate of ten cents ($.10) for each hour or portion of an hour for which each employee covered by this Agreement is entitled to receive pay. The Employer shall submit all contributions to LECET in such manner and at such times and place as LECET shall designate. The Employer shall also submit such reports as LECET deems necessary to verify contributions. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing LECET, a copy of which has been provided to each.

Section 9. N. Y. S. Safety and Health Fund

The Employer shall contribute as per Schedule contained in Article XXI, Section 4, Schedules A, B, and C per hour for each hour worked to employees covered by this Agreement into the Laborer's Safety and Health Fund. Such Employer contributions are included in the Laborer's Fringe Benefit Voucher.

Section 10 - Laborers' Fringe Benefit Voucher:

A.

I. Laborers' Local Union No. 190, Albany:

Employers shall make the payments as called for in Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9 above through the Fringe Benefit Voucher purchase system as the method of collection. Each Employer shall be required to purchase these Laborers' Fringe Benefit

Vouchers from the Laborers' Local Union No. 190 Fringe Benefit Funds, either in person, or, through the mail using a "Building Construction Reporting Form and Voucher Purchase Order." These forms may be obtained from:

Laborers' Local Union No. 190
Fringe Benefit Funds
668 Wemple Road, P.O. Box 339
Glenmont, N.Y. 12077-0339
Phone (518) 465-1376, Fax (518) 465-1379

The purchasing of these Vouchers will be from the form mentioned above which will also be used for the monthly reporting of hours worked with the following options:

(1.) Vouchers Purchased by Mail: Please send your completed Building Construction Reporting Form and Voucher Purchase Order, Contractor ID card, and your check/money order for the total cost of the vouchers made payable to: Laborer's Local 190 Fringe Benefit Fund to the address above.

(2.) Vouchers Purchased in Person: We request that you first fax your order for same day pick up. Please bring your completed Building Construction Reporting Form and Voucher Purchase Order, Contractor ID card, and your check/money order for the

total cost of the vouchers made payable to: Laborer's Local 190 Fringe Benefit Fund.

Upon receipt of the Ordering/Voucher Form, the Fund Office will return to the Employer a receipt of the hours reported and the benefits purchased. The Fund Office will also return to the Employer a post card-like voucher for every employee stating a verification of benefit hours paid and reported. It is the Employer's responsibility to distribute these vouchers to all employees with the employee's paycheck.

II. Laborers' Local Union No. 157 Schenectady:

May 1, 2000 – September 30, 2000. The Employer shall make the payments as called for in Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9 above through a single fringe benefit stamp system, as the method of collection. Each Employer shall be required to purchase these Laborers' Fringe Benefit Stamps in advance from the First American Bank of New York, either in person or by mail. Stamp Purchase Order Forms may be obtained from the:

Schenectady Laborers Local Union No. 157
Welfare and Pension Fund Office
105 Clinton Street
Schenectady, New York 12305
518/374-8872

Orders for stamps should be filled out on the Purchase Order Forms designating the quantity of stamps required. Stamp Purchase Order Forms, along with checks payable to the respective Laborers' Fringe Benefit Funds should be mailed to the respective Laborers' Fringe Benefit Fund, C/ 0 First American Bank of New York, P.O. Box 310, Albany, New York 12201. The Stamp Purchase Order Form should be accompanied with check or money order for the amount of the total Stamp Purchase Order. If you prefer, stamps may be purchased in person from the First American Bank of New York main office in Albany and branch offices in Troy and Schenectady. Stamps may be purchased and picked up in person at other First American branches only after a twenty-four (24) hour notice is given the Main Office by calling 518/4474791, Monday through Friday, 9:00 A.M. to 4:00 P.M.

Effective October 1, 2000. The Employer shall make the payments as called for in Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9 above through a single hourly reporting form as the method of collection. Hourly Remittance Forms may be obtained from the:

Schenectady Laborers Local Union No. 157
Welfare and Pension Fund Office
105 Clinton Street
Schenectady, New York 12305
518/374-8872

Hourly Remittance Forms, along with checks payable to the respective Laborers' Fringe Benefit Funds should be mailed to the respective Laborers Local No. 157 Fringe Benefit Funds. Payments, Reports, and Hourly Remittance Form are due the 15th of each month, for the previous month's work.

B.

I. Laborer's Local Union No. 190.

On each payday there must be in each covered Employee's pay envelope a voucher equal to the number of hours worked in wages. Once the voucher is placed in the Employee's pay envelope, it becomes the Employee's responsibility and the Employer's obligation to the Fringe Benefit Funds is completed. Special consideration will be given to voucher payment on a layoff (e.g. allowing the Employer to mail voucher by Certified Mail to Employees within forty (40) hours after layoff).

The "Building Construction Reporting Form and Voucher Purchase Order" are to be filled out by the Employer. Cash payments to an employee in lieu of voucher purchasing does not fulfill the Employer's obligation to the Funds. For non-payment of Laborers' Fringe Benefit Vouchers, see Article XXI, Sections 1, 2, 3 regarding penalty.

The payroll books and payroll records of each Employer shall be made available at reasonable times for inspection and audit by the accountants for any

fund established for Welfare, Pension or other benefits. Any Employer whose account with the Welfare, Pension or other Benefit Funds 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 audit and any other legal expenses incurred.

II. Laborer's Local Union No. 157:

On each payday there must be in each covered Employee's pay envelope an amount of fringe benefit stamps equal to the number of hours worked in wages. Once fringe benefit stamps are placed in the Employee's pay envelope, they become the Employee's responsibility and the Employer's obligation to the Fringe Benefit Funds is completed. Special consideration will be given to stamp payment on a layoff (e.g. allowing the Employer to mail stamps by Certified Mail to the Employees within forty (40) hours after layoff).

Monthly Report Forms are to be filled out by the Employer. Stamps purchased by an Employer and not used may be changed for other denominations or redeemed at face value. These stamps, however, are not transferable and may be redeemed only by the Employer who purchased them. Cash payment to an Employee in lieu of stamps does not fulfill the Employers obligation to the Funds. For non-payment

of Laborers' Fringe Benefit Stamps, see Article XXI, Sections 1, 2 and 3 regarding penalty.

The payroll books and payroll records of each Employer shall be made available at reasonable times for inspection and audit by the accountants for any fund established for Welfare, Pension or other benefits. Any Employer whose account with the Welfare, Pension or other Benefit Funds 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 audit and any other legal expenses incurred.

Section 10 - Bonding Provision

(a) Every out of State Employer, or those other Employers who have not demonstrated good credit by repeated delinquencies covered by this Agreement shall provided a Surety and Performance Bond issue by an insurance company licensed by the State of New York to guarantee payment of all wages and contributions, obligations, and payments which are due and payable under this Agreement to the Welfare Benefit Fund, Pension Fund, Education Fund, Annuity Fund, Industry Fund, Savings Fund, Work Assessment, and LECET. The monetary value of this Bond will be fifty ($50,000) thousand dollars.

(b) The Trustees of either the Welfare Benefit Fund, Education Fund, Annuity Fund, or the Board of Directors of Eastern Contractors Association, Inc. for the Industry Fund, shall have the right to demand

that an Employer shall increase the amount of this Bond whenever they deem it necessary to insure payment of contributions, obligations or payments due said Funds to the Local Union.

ARTICLE XXIII
JURISDICTION

Section 1. The Employer recognizes and respects the fact that the work covered by the Union is fixed by tradition and/or agreement with other trade Unions and past trade practice decisions. The Union, in turn, recognizes the fact that jurisdictional disputes, besides being costly, have the tendency of possibly provoking other labor strife on a job site. Both parties, therefore, agreed to avoid the problems caused by such disputes. The Union, for its part, will take every step necessary, in its relation with brother Unions, to resolve disputes over jurisdiction without recourse to drastic measures which could affect the peaceful continuance of operations. The Employer, for his part, will assign work along lines of established trade jurisdictions.

In order to implement the understanding between the parties as set forth above, the following principles will be adopted, insofar as possible, by both parties:

A CONTRACTOR'S RESPONSIBILITY

1. *Assignment of Work*

a. Where a decision of record applies to the disputed work or where the disputing trades already have an agreement of record applying to the disputed work, the Contractor shall try to avoid disputes by assigning the work accordingly. Decisions of record will be applicable to all trades, while agreements of record will be applicable only to the parties who entered into the agreement.

b. Where there is no decision or agreement, the Contractor shall assign in accordance with the practice in the locality, which locality shall mean the geographical jurisdiction or the local Building and Construction Trades Council in which the project is located.

c. Where the assignment is made after a dispute has arisen and where no decision, agreement or local practice exists, than the Contractor shall make an assignment according to his best judgment but after first consulting the representatives of the contesting trades as well as of any association of Contractors in the locality regarding the established practices.

d. If any decision is made internally by the International Unions or any other body assigned for the purpose of making such decision which is contrary to the assignment made by the Contractor, he shall abide by such decision.

B. UNION'S RESPONSIBILITY

1. *Steps by Union*

a. When a Contractor has made a specific work assignment, the Union shall remain at work and make every attempt to process their complaints over a jurisdictional dispute within the respective organizations and by the guidelines fixed by the internal procedures and machinery afforded to the disputing Unions within their International Union. The Contractor shall hold himself available to submit any data or evidence necessary to facilitate the internal operations and procedures for the resolution of the dispute between the Unions.

b. The Union, following the declaration of policy by the Building and Construction Trades Department, confirms its recognition of the fact that the establishment of picket lines for purpose of objecting to the assignment of work in the building and construction trades constitutes picketing and resultant strikes are in violation of the constitution of the Building and Construction Trades Department.

Section 2. A Joint Committee with the New York State Chapter, Inc. AGC on Work Jurisdiction shall meet.

ARTICLE XXIV
UNION JURISDICTION

This Agreement is to cover all flagmen, signalmen, watchmen, (including tank and firewatch when required by the owner), rodmen, chainmen, laborers and foremen on grade, pipe, concrete, forms, setting and handling metal sidewalk forms, seeding, asphalt, clearing and grubbing, clean-up, burners, drillers, blasters, specifically included in this jurisdiction, laying of concrete, tile, cast iron pipe, transit pipe, plastic pipe, conduit (wood, tile, plastic, Orangeburg, concrete), the spreading and pouring and raking and tamping of all asphalt and concrete materials and the bull floating (strike of all concrete, all conveyor type machines used for pouring concrete, the laying of all types of stone or manufactured curb, rip-rap, paving block, and Belgium block, mortar machines, well pointing, the loading and unloading, handling and stringing of all of the above-mentioned materials and all wood products, rough or finished, loading and unloading, placing and installation of all precast materials, assemble and install multiplate, operation of all air, gas, electric and motor driven tools including all walk behind self-propelled equipment, specifically roller type tampers, form pinpullers, joint and jet sealers in performing the above-mentioned work and other work coming under the jurisdiction of the Laborers' International Union of North America. The operation of lasers in conjunction with Laborer's work covered by this agreement is also included.

The operation and maintenance of mudsuckers, single diaphragm is solely the laborer's jurisdiction.

Cleaning of the building such as washing and cleaning of windows, doors and doorframes, walls and floors and preparing for occupancy, such as waxing of floors before full acceptance of owner is solely the laborer's jurisdiction.

Notwithstanding any agreements between International Unions or decisions on the International level or by the National Joint Board for the Settlement of Disputes, area practice shall be continued, specifically that laborers have full jurisdiction over loading, unloading, handling and distribution to point of installation of all materials finished or unfinished to be used by carpenters. Loading, unloading, handling and installation of all pre-cast materials and units are included in the laborers' jurisdiction. Handling, moving and distribution to place of installation of store fixtures, display cases and furnishings. Handling and moving of all furniture into a building, except when it is completely occupied.

Erection of all tubular scaffolding on a 50-50 basis with carpenters. Dismantle all scaffolding used by lathers, plasterers, and masons. The West System, or any future improved West System or similar system used to move and handle brick and all materials and equipment, comes within the laborers' jurisdiction.

Asbestos Abatement: The following work involving the removal of asbestos not limited to

unloading of materials, setting up of decontamination systems, hanging of plastic for airtight chamber systems, installation and maintenance of mixing systems for amended water, set up and maintenance of all related equipment, setting up and dismantling of all scaffold, actual removal of asbestos, bagging of material for disposal, loading of material for removal from job site and final cleanup and all work related to. Toxic and hazardous work is included when required to wear personal protective equipment.

Studio Utility Employees: All such work as herein described as may be pertinent to and part of the operation of motion pictures, television and other related types of studios.

The Employer recognizes sole jurisdiction of laborers over the operation and maintenance of equipment, which is used in performing the work which had come under the laborers' jurisdiction before said equipment was utilized.

ARTICLE XXV
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 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-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 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 XXI, Section 4A, Schedule B.

Section 5. Entire Agreement of the Parties

A. This represents the entire Agreement of the parties, it being understood that there is no other Agreement or understanding, either oral or written. The Employer understands that the Union is a fraternal society and as such, in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matters for its own use. However, such rules and regulations, whether contained in a bylaw, constitution or otherwise, shall have no effect, directly or indirectly upon this collective bargaining Agreement, any employment, relationship or the relationship between the parties.

ARTICLE XXVI
SMALL COMMERCIAL

On all commercial projects valued at $1,500,000 or less and/or industrial projects valued at $400,000 or

less, 75% of the basic wage scale with full fringes will apply. The Employer is to notify the area business agent office when this work will occur. Such projects shall be single contract, or in the alternative, contracts for general construction. This wage scale shall apply to the general contractor and his subcontractors signatory to this agreement whose contracts jointly do not exceed the $1,500,000 and/or $400,000 limitation. In the event a multiple-contract system is used by the owner client, those subcontractors not signators to this agreement, whose contracts may or may not be assigned to the general contractor, shall be excluded in determining the $1,500,000 and/or $400,000 limitation. The signed contract with the owner-client shall determine the dollar amount under this clause. Phased construction exceeding $1,500,000 and/or $400,000 total to be performed in sequence without each phase being subject to call for bids shall not be considered within the confines of this agreement. Construction management or time and material contracts must contain an upset price within the $1,500,000 and/or $400,000 limitation. However, if Bricklayers and Allied Craftsmen, Carpenters, Iron Workers, Operating Engineers and Teamsters do not work at this rate on a project, the Laborers rate shall be the commercial rate for that project.

Commercial projects valued at over $1,500,000 - 75% of the basic wage scale with full fringes will be applied by mutual agreement on a job-by job basis.

Industrial projects valued at over $400,000 - 75% of the basic wage scale with full fringes will be applied by mutual agreement on a job-by-job basis.

The above article does not apply to any work in shopping centers.

There are special conditions regarding the employment of union tradesmen and use of union subcontractors relating to the above. Please call Eastern Contractors Association, Inc., 518/869-0961 for information concerning these conditions.

ARTICLE XXVII
DRUG TESTING

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 Drug Testing.

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

3. The parties are committed to the maintenance of an alcohol and drug-free workplace under the provisions of this Agreement. All employees shall comply with the requirements of al Employer Safety/substance abuse policies, Owner substance abuse policies, project safety/substance abuse policies; and al Federal, State, and Local alcohol and drug testing requirements.

ARTICLE XXVIII
MALL OR RETAIL BUILDINGS

Section 1.

A. Definition. A retail buildings rate or "mall rate" of eighty-five percent (85%) of the base rate plus current fringes has been established for all retail buildings in excess of eight hundred thousand dollars ($800,000). The definition of retail buildings excludes all projects under eight hundred thousand dollars ($800,000), residential, office space, school work, industrial projects, asbestos removal, hazardous waste removal, prison work, millwright, refractory, stack, and work covered under

International Agreements. The definition of retail buildings includes any free standing store, or store which is a part of a mall or any mall project intended for retail stores, outlets, warehouses, and warehouses that supply retail establishments.

B. Notice. The Employer is to notify the area business agent and Eastern Contractors Association, Inc. when this work will occur by telephone prior to bidding on the project. The Employer is to notify the Local President and/or Business Manager and Eastern Contractors Association, Inc. when this work will occur by mail prior to starting work on the project.

C. Participation. The Bricklayers No. 2, Carpenters No. 370, Laborers Nos. 157 and 190, and Teamsters No. 294 working on the project must agree to work for the same retail buildings rate. Not all the Bricklayers No. 2, Carpenters No. 370, Laborers Nos. 157 and 190 and Teamsters No. 294 trades need to be represented on the project for the retail buildings rate to apply to the project. If any of the above trades working on the project do not work at the retail buildings rate, the Laborers No. 157 and 190 rate shall be the base rate as contained in Article XXI, Schedule A of this Agreement, at the option of the Local President and/or Business Manager and upon notice to the Employer by the Local President and/or Business Manager for that project.

D. Special Conditions. Make-up as provided elsewhere in this Agreement.

E. Duration. This rate shall be in effect until April 30, 2001. Eastern Contractors Association, Inc. and Bricklayers No. 2, Carpenters No. 370, Laborers Nos. 157 and 190, and Teamsters No. 294 shall meet prior to April 30, 2001 to review this provision.

F. All other provisions of this Agreement not modified herein shall apply to this provision.

ARTICLE XXIX
APPRENTICES

Section 1. Eastern Contractors Association, Inc. and the Eastern New York Laborers' District Council for Local Unions Nos. 190 and 157 will cooperate in an New York State approved apprentice program for Laborers'. The program will be administered through the Eastern Contractors Association and District Council Training Fund.

Section 2. Apprentice Rates

0 - 1000 hours	50% basic hourly rate
1001 -2000 hours	65% basic hourly rate
2001 - 3000 hours	80% basic hourly rate
3001 - 4000 hours	90% basic hourly rate

NOTE: Apprentices receive 100% of fringe benefits.

ARTICLE XXX
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. Incase 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 XXXI
DURATION

This agreement shall become effective on the 1st day of May 2000, and shall remain in full force and effect until the 30th day of April 2003, and shall continue from year to year thereafter unless written notice setting forth desired changes is given by either party not less than ninety (90) days prior to the expiration date.

APPENDIX 1

ECA/BASIC TRADES WORKERS' COMPENSATION PROGRAM

The parties have adopted as a part 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 Craftsmen (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 Craftsmen, Carpenters); and Tile, Marble and Terrazzo Finishers and Workers (Bricklayers and Allied Craftsmen) 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 estopped 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 Craftsmen 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 Craftsmen Locals Nos. 2, 8, 11, 45), and May 31, 1997 (Bricklayers and Allied Craftsmen - 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 credentialling 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.

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

Business Representative	Business Manager

Laborers' International Union of North America	Laborers' International Union of North America
(Local No. 157)	(Local No. 190)
Robert L. Pollard, Business Manager	Samuel M. Fresina, Business Manager

International Union of Operating Engineers	International Brotherhood of Teamsters
(Local No. 106)	(Local No. 294)
Gene Messercola, Business Manager /President	Howard Bennett, President

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

Charles McGrath	Tom Murray
J.D. Gilbert	John Di Guilio
Vic Mion Jr.	David Rubin
Toni Cristo	Bruce Hodkins
Wayne Brownell	Walt Gould

ACCEPTED FOR ULICO CASUALTY
COMPANY:

Todd Rowland

ASSOCIATION SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 30th day of April, 1997.

EMPLOYER ASSOCIATION
EASTERN CONTRACTORS ASSOCIATION, INC.
Toni Cristo, Co-Chairperson
Thomas Murray, Co-Chairperson

LOCAL UNIONS
LABORERS LOCAL UNION NO. 190
ALBANY
Joseph A. Zappone

LABORERS LOCAL UNION NO. 157
SCHENECTADY
Tom Lombardoni

DISTRICT COUNCIL
EASTERN NEW YORK LABORERS' DISTRICT COUNCIL
Frank Marchese

NON-ASSOCIATION EMPLOYER SIGNATURE PAGE

Non-Association Employers must sign the following:

In consideration of the time, efforts and sums expended by the Union, the Association and the Employer in the negotiation of the foregoing contract, in consideration of the similar time, effort and sums expended and to be expended in its administration, and further consideration of the mutual promises and obligations of the Union, the Association and its member-contractors, the undersigned non-association Employer agrees:

1. That he/she (it) has read the foregoing collective bargaining Agreement, dated May 1, 1997 and agrees, as an individual Employer to be bound by each and all of the terms, conditions and provisions thereof and also agrees to be bound by the interpretations and enforcement of the Agreement. He/she (it) further agrees to furnish both the Association and the Union with signed copies of this Agreement.

2. The Employer further agrees to participate in joint negotiations of any modification or renewal of the contract and to become a part of the multi-Employer unit set forth in the contract. This Article shall not be construed to require any Employer to join any Employer association.

3. The Employer accepts the Trustees now serving on the Funds referred to in this Agreement, waives the right to name new, additional or future Trustees and accepts the provisions of the existing Trust indenture as it exists and as it may be amended by the proper parties thereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal this
day of , 200 and agree that this Agreement and the collective bargaining Agreement dated May 1, 2000 shall be binding upon their heirs, administrators, successors and assigns.

NOTE: This page to be filled out and forwarded to:

Eastern Contractors Association, Inc.
6 Airline Drive
Albany, New York 12205

_____
Name of Firm

_____
By: An Authorized Officer, Title

_____
Firm Street Address

_____
City and State Zip

_____
Telephone Number

_____
Local Union

_____
By (Authorized Representative)

_____
Date

(Association Copy)

NOTE: This page to be filled out and forwarded to:

Laborers Local No. 157
Labor Temple
105 Clinton Street
Schenectady, NY 12305

Laborers Local No. 190
668 Wemple Road
P.O. Box 339
Glemont, NY 12077-0339

Name of Firm

By: An Authorized Officer, Title

Firm Street Address

City and State Zip

Telephone Number

Local Union

By (Authorized Representatives)

Date

(Union Copy)

REVISIONS

REVISIONS

REVISIONS