

K# 8186

**BRICKLAYERS &
ALLIED CRAFTWORKERS**

BUILDING

AGREEMENT

BETWEEN

**EASTERN CONTRACTORS
ASSOCIATION, INC.**

AND

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

ALBANY, N.Y.

May 1, 2008 - April 30, 2013

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



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AGREEMENT DURATION
Bricklayers and Allied Craftworkers
Local No. 2, Albany, NY
Expires April 30, 2013

Agreement is made this 9th day of April, 2008 by and between the Eastern Contractors Association, Inc. whose employing members are hereinafter referred to as the Party of the First Part; Bricklayers and Allied Craftworkers Local Union No. 2 of Albany, New York, hereinafter referred to as Party of the Second Part.

This Agreement shall become effective May 1, 2008 and shall remain in full force and effect until the 30th day of April, 2013, and shall continue from year to year thereafter unless written notice that changes or termination are desired is given by either party (The Association or Party of the First Part, or the Union, or Party of the Second Part) to the other not less than ninety (90) days prior to the expiration date. An Employer who is not member of the Party of the First Part or has not designated bargaining rights to the Party of the First Part agrees it shall be bound by any future Agreement and/or modifications, renewal, or revisions of the Agreement negotiated between Eastern Contractors Association, Inc. and the Bricklayers and Allied Craftworkers Local No. 2 for the *multi-employer bargaining unit hereinafter defined*, unless it make written notice of termination not less than ninety days (90) prior to the expiration date on the parties.

PREAMBLE

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

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

Section 3. This Agreement shall cover all Building work whether new construction, repair, or restoration performed by Bricklayers, Stone Masons, Cement Finishers, Plasterers, Caulkers, Pointers and Cleaners (PCC) engaged in on-site construction (commercial, institutional, industrial or residential) within the

contract limit lines where intended use is a building or access to a building where the principal use is not a highway.

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

The *jurisdiction of Local 2 for this Agreement* shall consist of the following Counties. The counties are separated into two chapters.

Chapter 1 Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, and Washington counties. In addition, Warren County south of the northern boundary of the Towns of Warrensburg and Queensbury.

Chapter 2 Essex, Clinton and Franklin Counties. In addition, Warren County north of the northern boundary of the Towns of Warrensburg and Queensbury.

ARTICLE II MANAGEMENT RIGHTS

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

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

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

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

ARTICLE III UNION SECURITY

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

applicable laws relative to discrimination because of age or disability.

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

Section 3. This Agreement shall cover all work performed by bricklayers, masons, plasterers, PCC, and marble setters on buildings and work incidental thereto coming within the recognized jurisdiction of

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

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

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

ARTICLE IV AUTOMATIC DIMINUTION

Should the Union at any time hereafter enter into an agreement with any Employer performing work covered by the terms of this Agreement with terms and conditions more advantageous to such Employer, or should the Union in the case of any Employer which is bound to this form of Agreement countenance a course of conduct by such Employer enabling it to operate under more advantageous terms and conditions than are provided for in this

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

ARTICLE V HOURS OF WORK

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

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

Section 2. It is agreed that employees shall leave the shanty at the appropriate starting time and work until the appropriate lunch time, provided that the lunch shanty is within a reasonable distance of their place of work. In the event that it is not, ample time shall be allowed to reach the shanty at the appropriate lunch period. Employees shall leave the shanty at the end of the lunch period and be allowed five (5) minutes at the end of the day to pick up their own tools. If there is a requirement to pick up the

Employer's tools, this time shall be in addition to the five (5) minutes previously mentioned.

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

When working ten (10) hours or longer in a shift, after eight (8) hours of work a ten (10) minute paid break will be provided in the place of work.

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

ARTICLE VI OVERTIME

Section 1. All overtime above the normal workday as defined in Article V Section 1A - B and on Saturday shall be paid at time and one-half (1 1/2).

Double time shall be paid for all work performed on Sunday and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Any holiday which occurs on Sunday shall be observed the following Monday.

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

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

Section 4. It is the intent of this Article to insure that the mason will be offered equal treatment concerning the matter of enjoying overtime work. In the event that any overtime work by masons is subject to questioning by any party deemed to be aggrieved, such matter shall be treated as a grievance and be submitted to the joint (bargaining) grievance board. The decision of the Joint grievance board shall be final and binding. If the Joint grievance board cannot reach a decision, the matter shall be submitted to arbitration as provided for in this Agreement.

ARTICLE VII
SHIFT WORK-OCCUPIED PREMISES

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

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

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

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

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

ARTICLE VIII REPORTING AND SHOW-UP TIME

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

Section 2. Job must start at specified starting time, weather permitting. For any stoppage of work due to inclement weather or otherwise, employees will receive a minimum of two (2) hours' pay when starting work in the morning and a minimum of two (2) hours' pay when starting work in the afternoon. If employees receive four (4) hours' pay in the morning, afternoon

show-up pay is waived. Employees must remain on job site during this two (2)-hour period in the event the job starts. It is understood that for any time worked after the two-hour period employees will receive pay for hours worked in addition to the two (2) hours.

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

Section 4. Employees covered by this Agreement, when needed for work on jobs lasting four (4) hours or less, shall receive one-half (1/2) day's pay. On all referrals lasting beyond four (4) hours, employees shall receive a minimum of one (1) day's compensation. If a referred employee refuses to accept work covered by this agreement, then he/she shall be paid for the hours worked.

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

Section 6. If an employee covered by this Agreement refuses an employers request for the use of his/her vehicle for any purpose other than traveling to and from work, there will be no retribution from the employer.

ARTICLE IX WAGES

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

SCHEDULE A -- CHAPTER 1

Year	Base Rate	Health Fund	Local Pension	I.U. Pension	T&E **	Annuity	Industry Fund	I.C.E.	Local Dues*	I.U. Dues*	Defense & Benefit*	Political Action*	Vacation*	TOTAL
5/1/08-4/30/09	\$26.29	7.70	6.05	.50	.83	.30	.26	.01	-.86	-.41	-.10	-.04	-1.00	\$41.94
5/1/09-4/30/10	\$1.71 increase to be determined													
5/1/10-4/30/11	\$1.76 increase to be determined													
5/1/11-4/30/12	\$1.90 increase to be determined													
5/1/12-4/30/13	\$2.00 increase to be determined													

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

**Two cents (\$.02) of this amount to be remitted to the Capital District Masonry Institute. The Promotion Fund is included in the Mason's Fringe Benefit Receipt Coupon. Fifteen cents (\$.15) of this amount to be remitted to Local Union Training Fund. Sixty-six cents (\$.66) of this amount to be remitted to the International Masonry Institute

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

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

SCHEDULE A -- CHAPTER 2

Year	Base Rate	Health Fund	Local Pension	I.U. Pension	T&E**	Annuity	Industry Fund	I.C.E.	Local Dues*	I.U. Dues*	Defense & Benefit*	Political Action*	Vacation*	TOTAL
5/1/08-4/30/09	\$23.31	7.56	5.10	.40	.82	.30	.23	.01	.93	.37	.10	.04	.50	\$37.73
5/1/09-4/30/10	\$1.54 increase to be determined													
5/1/10-4/30/11	\$1.59 increase to be determined													
5/1/11-4/30/12	\$1.71 increase to be determined													
5/1/12-4/30/13	\$1.80 increase to be determined													

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

**Two cents (\$.02) of this amount to be remitted to the Capital District Masonry Institute. The Promotion Fund is included in the Mason's Fringe Benefit Receipt Coupon. Twenty cents (\$.20) of this amount to be remitted to Local Union Training Fund. Sixty cents (\$.60) of this amount to be remitted to the International Masonry Institute.

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

Section 1 B. Housing and Rehabilitation and Small Commercial

**SCHEDULE B
CHAPTER 1 & 2**

Year	Base Rate	Health Fund	Local Pension	I.U. Pension	T&E **	Annuity	Industry Fund	I.C.E.	Local Dues*	I.U. Dues*	Defense & Benefit*	Political Action*	Vacation*	TOTAL
5/1/08-4/30/09	\$23.31	7.56	5.10	.40	.82	.30	.23	.01	.93	.37	.10	.04	.50	\$37.73
5/1/09-4/30/10	Base Rate equals 85% of current base rate of Schedule A, Chapter 1 plus full fringe benefits.													
5/1/10-4/30/11	Base Rate equals 85% of current base rate of Schedule A, Chapter 1 plus full fringe benefits.													
5/1/11-4/30/12	Base Rate equals 85% of current base rate of Schedule A, Chapter 1 plus full fringe benefits.													
5/1/12-4/30/13	Base Rate equals 85% of current base rate of Schedule A, Chapter 1 plus full fringe benefits.													

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

**Two cents (\$.02) of this amount to be remitted to the Capital District Masonry Institute. The Promotion Fund is included in the Mason's Fringe Benefit Receipt Coupon. Twenty cents (\$.20) of this amount to be remitted to Local Union Training Fund. Sixty cents (\$.60) of this amount to be remitted to the International Masonry Institute.

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

Section 1 C. Acid brick.

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

Section 1 D. Increases.

Chapter 1

Effective 5/1/08	\$1.61 increase.
Effective 5/1/09	\$1.71 increase.
Effective 5/1/10	\$1.76 increase.
Effective 5/1/11	\$1.90 increase.
Effective 5/1/12	\$2.00 increase.

Chapter 2

Effective 5/1/08	\$1.45 increase.
Effective 5/1/09	\$1.54 increase.
Effective 5/1/10	\$1.59 increase.
Effective 5/1/11	\$1.71 increase.
Effective 5/1/12	\$1.80 increase.

\$.01 of the increase in each of the first three (3) years (total of \$.03 per hour after the third year) is to go to fund participation in the International Council of Employers of Bricklayers and Allied Craftworkers. Such funds will be collected as an addition to the regular CIAP contribution.

Section 2. Payment of wages.

Wages provided in this Agreement shall be paid weekly to the employees on the job before quitting time on Friday. Employees are not to be paid during the lunch period. In the event that the job does not operate

on Friday, the employees shall be paid that Friday morning. Not more than three (3) days' wages shall be withheld. Payment may be made by check or cash. If payment is made by check, it should be paid on Friday. Payment may be made in cash on Friday. The checks must be bonded to guarantee payment to the employee.

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

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

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

Section 4. The employer may either pay an employee who is laid off, discharged, or subjected to job delay his/her wages in full, in cash or check, and his/her layoff slip that day or mail layoff checks to the employee postmarked within 24-hours so that the employee receives it within 72 hours. Failure to meet this stipulation shall result a penalty of one days wages only (without benefits) per day the employee has to wait beyond the 72 hours, except when delay was due to Act of God. Waiting time may be waived with the consent of the Joint Committee.

Section 5. Make-up Day.

Make-up day on Saturday in the week in which a day or days are lost due to inclement weather. Pay for this make-up day will be straight time, it being understood that work on this day is voluntary on the part of the employees and that further, all employees working on the job be given the same opportunity to work. No discriminatory action will be taken against any employee who declines said work. (See Article XI, Section 6 for winter protection requirements.) If it is determined by the Joint arbitration board as outlined in Article XXIII Arbitration that the contractor is violating the make-up clause, then the contractor shall lose the privilege of a make-up day for the duration of the contract.

Section 6. The parties agree that all compensation (in this Article) whether hourly wage rate or fringe

benefits and other contributions listed are wages or derived from wages.

ARTICLE X FOREMEN

Section 1. When there are two (2) or more masons on the job, one (1) shall act as foreman. When there are five (5) or more masons on the job, the foreman shall receive no less than one dollar (\$1.00) per hour more than the journeyman's rate. When more than five (5), but less than ten (10), are employed on the job, the Contractor and the mason foreman will have the option of determining whether the mason foreman shall or shall not use the tools of the trade. When ten (10) or more masons are on the job, the foreman shall not use the tools of the trade. If 10 or more masons are on the job and the Foreman is referred by the Union, then he/she shall receive, as wages, 15% of the total package or equivalent plus wages. Foreman must be attending classes to attain or maintain the safety training outlined in Article XII.

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

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

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

ARTICLE XI WORKING CONDITIONS

Section 1. There shall be no time lost by employees while waiting for the building of scaffolds and stocking same with materials or while being transferred from one job to another. In the event of machinery breakdown (mixer, conveyors, hoists, etc.) every effort shall be made to have same repaired as soon as possible to avoid lost time for the employees covered by this Agreement. In the event of machinery breakdown prior to 8 A.M. so that employees are unable to start work, they shall be covered by Article VIII and receive at least two (2) hours' pay. If machinery breaks down after 10 A.M. and cannot be repaired within a reasonable time, employees are to receive at least one (1) hour's additional pay.

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

Section 3. Cement concrete block over 8" X 8" X 18" shall be laid by two (2) employees as a unit; the last course of 8" X 8" X 16" for scaffold high fifty-six inches (56") shall be laid by two (2) employees. It is agreed that all light weight block (weighing forty-five (45) pounds or less) will be laid by one (1) employee.

with the exception that the sixth and seventh course of ten inches (10") and twelve inches (12") light weight block will be laid with two (2) employees. All masonry units of over forty-five (45) pounds shall be laid by two (2) employees working as a team, except in manholes they shall be laid by one (1) employee.

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

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

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

Section 7. Contractors will provide a suitable tool house where mason's tools can be stored with safety. This tool house is to provide a safe and suitable space for changing clothes and eating lunch, and must be lighted and heated when necessary. Where buildings are more than four (4) stories in height, a suitable tool house as above defined shall be provided not more than two (2) stories below where masons are working. Where conditions exist which require an unusual time to get from the work to the tool house, a

mutually agreed adjustment shall be made to correct this inequity. Contractors are to insure employees' tools and clothes against loss by fire or forced entry to a limit of three hundred dollars (\$300), or loss to be replaced by the Contractor.

ARTICLE XII SAFETY AND HEALTH PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. No chop saws, partner saws or dry-cutting of masonry in winterized scaffolding, covered in scaffolding and/or confined space without proper protection for all masons exposed to dust and

exhaust. If this section is violated, then the employees shall have the right to notify local Union No. 2 immediately without reprisal or dismissal from the Employer.

Section 16. Safety Training

1. It is agreed that the Union will work with the Employer and ECA to properly train and certify Employees to meet all skill and safety requirements of the Association's and Employer's safety program, owner's safety program, hazardous Communications program, state and local safety regulations, and that of OSHA pertaining to the scope of work such employee is assigned to perform. The Union and Employer agree that skill and safety requirements necessary to maintain productivity and increase quality and guard against undue injury or death to themselves and others. The Employer, Association, and Owner shall provide their respective safety programs upon request of the Union.

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

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

I. The Union will present to the Trustees of the Joint Apprenticeship Training Fund the request to:

- A. One time fit test all future apprentices within first year of employment.
- B. Conduct blueprint Reading course.
- C. Conduct 8-Hour Scaffold Erector Fall Protection Training.
- D. Substance Abuse Awareness Training.
- E. The Union, ECA, and the Employer will provide the following minimum training and certification contingent upon ECA securing the grant from the N.Y.S. Department of Labor Occupational Safety & Health Hazard Abatement Board:
- F. OSHA 10-Hour Construction, 4-Hour MSDS certification training, 4-Hour Scaffold User/Fall Protection Training.
- G. 4-Hour Confined space.
- H. 6-Hour Ergonomic.
- I. 8-Hour basic First Aid/CPR training.
- J. Silica Training for Construction.
- K. *All Foreman as stipulated in Article X shall be provided:*
- L. 10-hour scaffold workshop.
- M. Supervisory Training Program and Foreman Course.

Section 17. On cement finishing work above the first floor beyond regular working hours and where a safety issue exists, the worker shall not be left alone on the job site.

**ARTICLE XIII
APPRENTICE WAGES
AND WORKING CONDITIONS**

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

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

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

unless he/she has provided the Joint Apprentice Committee with the same two (2) days' notice.

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

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

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

Apprentices are to meet both criteria of time in the trade as well as on-the-job and classroom hours of instruction to determine the appropriate rate of pay. Time in the trade can be established through the

"Apprenticeship Agreement". O.J.T. and classroom hours can be provided by the Local President and/or Field Representative, who will obtain the hours from the Fringe Benefit Office and Apprenticeship School.

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

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

ARTICLE XIV JOB STEWARDS

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

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

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

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

ARTICLE XV JOB VISITS

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

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

ARTICLE XVI HIRING, LAYOFF, AND MOVEMENT OF EMPLOYEES

In the hiring and lay off of employees covered by this Agreement, the employer, when engaged in any construction work within the geographical area covered by this Agreement, shall, give preference to persons residing or normally employed in the geographical area covered by this Agreement. Upon availability, at no time shall there be less than 75% of the employees normally employed in the geographical area covered by this Agreement on any one project.

ARTICLE XVII SUBCONTRACTING

Section 1. The signatory Employer subletting any portion of a job or work on a job site, must, as a condition preceding such subletting, direct the

Subcontractor employing Bricklayers to meet with the representatives of the Union for the purpose of complying with the provisions of this Agreement for such work.

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

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

II. Non-Discrimination.

It is recognized that there are specific *subcontract requirements for D/M/WBE* participation in contracts and certain exceptions to the Subcontracting Article

(Article XVII) may be required for the Employer to comply with these requirements. Every effort will be made by the Employer to arrange a pre-job meeting with these subcontractors and the Union. It is understood that in no way shall the enforcement of this clause allow other trades to perform the work of this Union.

- III. The procedures shall be as follows:
- (1) The Employer will notify the Union of the name, address, phone number and principal or contact person of the non-signatory subcontractors selected.
 - (2) The Employer agrees to insert language as follows into each subcontract:
 - (A) Subcontractor must carry Workers' Compensation Insurance and N.Y.S. Disability Insurance through an insurance carrier approved and listed with the State Compensation Board, in addition to N.Y.S. unemployment insurance. Proof of such coverage must be provided before the award.
 - (B) Subcontractor will comply with state and federal laws and regulations regarding withholding taxes and classification of employees and/or independent contractors. Failure to comply with either (2A) or (2B) could result in termination of

subcontract in accordance with the termination clause of the contract.

- IV. Any disputes relative to this understanding will be resolved by a meeting and/or discussion between a representative of the Employer and the Union, and if available, the Association. If the dispute is not resolved by the above, then any dispute relative to this understanding will be resolved by a four (4) person committee that consists of an Association representative, a representative from the Employer or his designee, who shall be chairman of the committee, and two representatives of BAC local Union No. 2. The chairman shall convene the committee within seventy-two (72) hours. Any decision of the panel shall be by majority vote and shall be final and binding on the parties signatory to this Agreement, for that respective project. All Associations shall receive a copy of any decision rendered by the panel.
- V. This section, Procedures for Applying for a Waiver of Subcontracting, will be in force and effect for the duration of this Agreement, unless after one (1) year, the Union submits a written demonstration, with evidence to the Associations, that flexibility in subcontracting has caused harm or has been abused. When the Association receives the written demonstration, the union shall terminate this waiver, in which case the Employers signatory

to this Agreement may then give written notice within a ninety (90) day period to immediately terminate and withdraw from this Agreement. All projects bid prior to June 1, 2002 will proceed to conclusion as bid.

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

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

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

(A) If it is determined by the Joint board of Arbitration, in accordance to this clause, that a contractor is regularly utilizing this waiver, then the contractor will not receive or be eligible for economical assistance from the Union for the duration of this Agreement.

(B) If the waiver is used due to Section II, non-discrimination of this Article, then Item "A." above will not take effect.

ARTICLE XVIII BAN ON PIECE WORK AND LUMPING WORK

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

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

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

**ARTICLE XIX
FRINGE BENEFIT FUNDS-HEALTH,
PENSION, VACATION, EDUCATION
& TRAINING, INTERNATIONAL
PENSION, PROMOTIONAL,
INTERNATIONAL MASONRY
INSTITUTE, ANNUITY, INDUSTRY &
INTERNATIONAL COUNCIL OF
EMPLOYERS**

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

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

Section 3. Vacation Fund: The Employer shall continue to withhold the amount specified in Article IX, Section 1, * per hour, for each hour worked employees in the geographical jurisdiction of the Union. The Fringe Benefit Report Form will be used as the system of withholding. The Vacation Fund will be established and maintained in accordance with applicable law.

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

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

The Fund will be established and maintained in accordance with applicable law as a jointly administered trust fund under Labor Management Relations Act, 1947, as amended, Section 302, as it may be amended, to provide education, training, and skill development for eligible employees, as the Fund's Trustees shall determine in a plan to be developed by them within the Fund's capacity. The Bricklayers and Allied Craftworkers Local No. 2 Joint Education and Training Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of the law. A copy of the said Agreement and Declaration of Trust.

together with any amendments thereto, shall be considered as a part of this Agreement as though set forth here at length.

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

The Fund will bear all costs of its operations.

Section 5. International Pension Fund: The Employer agrees to pay the amount shown in Article IX, Section 1, for each hour worked, for which the employee is paid for all employees covered by this Agreement. The International Pension Fund is included in the Fringe Benefit Report Form. A copy of the *said Agreement and Declaration of Trust*, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here at length.

Section 6. Bricklayers and Allied Craftworkers Local No. 2 Promotional Fund: The Employer and Union further agree to continue to participate in the organization and formation of a Local Bureau for Bricklaying, Masonry and Plastering, hereinafter referred to as the Promotion Fund, whose main

purpose is the advertising and promotion of the increased and wider use of the products of the aforementioned trades with the aim of preserving and advancing these products.

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

Section 7. International Masonry Institute: The amount specified in Article IX, Section 1, as determined by the Union, for each hour worked, shall be contributed to the International Masonry Institute. Said monies shall be distributed according to Article IX, Section 1, Schedule A. These monies are included in the Training and Education portion of the Fringe Benefit Receipt Coupon.

Section 8. Annuity Fund: The employers agree to continue to pay as per schedule contained in Article IX, Section 1, per hour for each hour for which the employee is worked for all employees covered by this Agreement to the Bricklayers and Allied Craftworkers Local No. 2 Annuity Fund. The contributions of the employer shall be used, exclusively, to provide annuity benefits to eligible employees in such form and amount as the Trustees of the Annuity Fund may determine. The said Annuity Fund shall be administered pursuant to an

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

Section 9. Industry Fund: WHEREAS: Recognizing the need for providing a means, whereby Employers can facilitate and supplement the financing of its activities, which include but are not limited to, public relations, public education as applied to the construction industry, Employer expenses incurred in the promotion and stability of relations between labor and management, maintaining facilities and pay cost for arbitration and adjustments of grievances between the Employer and the Union, and also other Employer activity engaged in from time to time, such as promotion of legitimate markets, standardization of contracts and research. It is mutually agreed by both parties to this Agreement that at no time shall any of these funds be used to support any anti-labor legislation, maintain a lawsuit against any local union of its international body or pay any salaries or expenses to any employee or Employer who is promoting non-union conditions or subsidize any contractor during a strike or lockout.

The Employer shall continue to pay to the Industry Fund of Eastern Contractors Association, Inc., 6

Airline Drive, Albany, New York 12205, a sum to be in an amount equal to one percent (1%) of the basic hourly rate 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. The Industry Fund will be included in the Bricklayers and Allied Craftworker's Local No. 2, NY Fringe Benefit Report forms and remitted in conjunction with these fringe benefits to the Bricklayers Local 2, NY Fringe Benefit Fund offices in Albany, New York. Monthly report forms are necessary. The Union shall not be held responsible for the collection of the Industry Fund.

In the event that there should ever be any termination of payment required under this Article, the assets of such Funds hereby established shall not be distributed among any Employers or to any Union, but shall be held by the Board of Directors or their successors who shall continue to administer and expend such Fund assets for the purposes set forth herein and subject to such other conditions and limitations as are also herein provided.

Section 10. International Council of Employers of Bricklayers and Allied Craftworkers: The employers agree to pay as per schedule contained in Article IX, Section 1, per hour for each hour for which the employee is worked for all employees covered by this Agreement to support the International Council of Employers of Bricklayers and Allied Craftworkers (ICE).

ICE is an association of union contractors that works in conjunction with the International Union of Bricklayers and Allied Craftworkers to manage joint industry promotion, training, research and health, welfare, pension and savings funds.

The ICE contributions will be included in the Bricklayers and Allied Craftworker's Local No. 2, NY Fringe Benefit Report forms and remitted in conjunction with these fringe benefits to the Bricklayers Local 2, NY Fringe Benefit Fund offices in Albany, New York. Monthly report forms are necessary.

Section 11. Fringe Benefit Payment:

a. Each Employer shall make the payments as called for in Sections 1 through 10 above for each actual hour worked, through fringe benefit report as the method of collection. Fringe Benefit Report Forms may be obtained from the Bricklayers and Allied Craftworkers Local No. 2 Albany, NY, Fund Office, 300 Centre Drive, Albany, NY 12203.

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

amount of the total fringe benefits owed for that month.

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

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

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

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

Section 12. For nonpayment of Fringe Benefits, see the Bricklayers and Allied Craftworkers Local #2 Trust Fund Collections Policy, printed for reference purposes in Appendix 2.

Section 13. The payroll books and payroll records of each Employer shall be made available at all reasonable times for inspection and audit by the accountants for any fund established for Health, Pension or other benefits.

Section 14. Any Employer whose account with the Welfare, Pension or other benefit fund is found, upon

regular or special audit ordered by the Trustees of such fund to be substantially delinquent, shall be required to pay the full cost of such audits and any other legal expenses incurred interest and liquidated damages.

Section 15. Limited Exemption for Corporate Officers & Shareholders.

ARTICLE XX EMPLOYEE ASSESSMENT DEDUCTION

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

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

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

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

**COMBINED WORKING DUES AND
BACPAC CHECK-OFF AUTHORIZATION**

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

I also hereby authorize the Employer (as described above) to deduct from my wages the sum of four cents (\$.04) for each hour paid and to transmit that amount in the manner prescribed by the Union to the Bricklayers & Allied Craftworkers Political Action Committee (BACPAC). This authorization is signed freely and

voluntarily and not out of fear of reprisal, and on the understanding that BACPAC is engaged in a joint fund raising effort with the Committee on Political Education of the American Federation of Labor & Congress of Industrial Organizations, the BACPAC will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections, and that this voluntary authorization may be revoked at any time by written notice to the Employer and BACPAC of a desire to do so.

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

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

Date _____, 20____

Signature _____

Social Security No. _____

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

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

**BENEFIT AND DEFENSE FUND
AUTHORIZATION**

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

Date _____
Social Security No. _____
Signature _____

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

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

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

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

defaults, or violations of this Article on the part of its members.

ARTICLE XXI BONDING

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

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

ARTICLE XXII MUTUAL ASSISTANCE

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

ARTICLE XXIII ARBITRATION

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

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

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

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

C. In the event the Board fails to arrive at a solution, one additional member shall be chosen by the members of the above Board within two (2) days and the dispute shall be decided by this additional member whose decision shall be final and binding. This

additional member shall be selected from lists supplied by the New York State Employment Relations Board. It is agreed that there shall be no stoppage of work while these proceedings are in progress. The refusal of the Employer to proceed under this Article shall not abridge the right of the Union to strike. Any arbitrator costs incurred in C above shall be paid by the Construction Industry Advancement Program of Eastern Contractors Association, Inc.

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

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

ARTICLE XXIV SAVINGS CLAUSE

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

remainder of this Agreement, and such provisions or Article shall be void.

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

ARTICLE XXV WORK JURISDICTION AND DESCRIPTION OF WORK

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

Section 2. General Masonry.

A. Brick Masonry - Bricklaying masonry shall consist of the laying of bricks and Paving bricks,

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

B. Stone Masonry - Stone masonry shall consist of laying all rip rap, rubble work (with or without mortar), setting all cut stone, marble, slate, or stone work (meaning as to "stone" any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects, and customarily called "stone" in the trade); cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten

inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, washing, and cutting of joints and pointing of stone work.

This is to apply to all work on buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping, and curbing or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done.

C. Artificial Masonry - Artificial masonry shall consist of the cutting, setting and pointing of cement blocks and all artificial stone or marble, either interior or exterior, when set by the usual custom of the stonemason and marble setter; all cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches, and all material substituted for the clay or natural stone products; stuck on unit brick or stone or block; the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size.

D. Miscellaneous Masonry.

The cutting of all brick and stone masonry and the cutting of all chases and openings of masonry of whatever dimension shall be done by masons. When arches are to be set on jobs, bricklayers are to cut same. In the event this work is sent to a stone mill, a mason from the job must accompany this work and perform this work. Cast arches are to be set by

masons. When there are over eight (8) hours of cutting, Contractors shall furnish all chisels and keep them sharpened.

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

E. AACMU (Autoclaved Aerated Concrete Masonry Units).

The Bricklayers shall perform the installation and related finish work of all AACMU. These operations include, but are not limited to; the cutting, fitting and the applications of mortar and/or other cementitious materials used for the setting and bonding purposed as well as the actual laying of the AACMU block units into position. The routing, drilling; cutting and patching. This also includes all work operations related to the installation and applications of all coatings, covering and veneer systems (both exterior and interior) on all AACMU units. These work operations include, but are not limited to: preparation of walls, the mixing and applications of any and all finish coating materials by any method (i.e. trowel on, machine on, spray on, etc.) or any other device deemed necessary to produce the desired finish surface.

Section 3. Concrete Masonry.

Concrete masonry shall consist of screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials; also for

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

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

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

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

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

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

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

Section 4. Plastering.

Plastering shall consist of all exterior or interior plastering, plain or ornamental, when done with stucco, cement and lime mortars or patent materials, artificial marble work when applied in plastic form, composition work in all its branches, the covering of all walls, ceilings, soffits, piers, columns or any part of a construction of any sort when covered with any plastic material in the usual method of plastering; the casting and stocking of all ornaments of plaster or plastic compositions; the cutting and filling of cracks. All cornices, molding, cove and bull noses shall be run in place on rods and white mortar screeds and with a regular mold and all substitutes of any kind, when applied in plastic form with a trowel or substitute for same. All phases of 'EIFS' to cover Sto or Drivit.

Employers must supply all rods, screeds, darbys, and other facilities to complete the work properly. All gauging for hard finish must be done on the gauge board by plasterers.

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

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

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

Section 5. Restoration, PCC, and Miscellaneous Masonry.

Pointing, caulking, washing and cleaning of all types of masonry, caulking of all window frames encased in masonry of brick, stone or cement structures, including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunite work; the pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick, or concrete. It shall include all grinding and cutting out, sand blasting and gunite work on same.

The caulking of windows, frames and openings, as well as the setting of all structural glass shall be done by masons.

The complete installation of air barrier systems, combined air barrier systems and vapor barrier systems, multi-component air barrier systems, vapor transfusable air barrier systems and other engineered barrier systems designed to conserve energy consumption and provide moisture protection on buildings and structures shall be the work of the members of the International Union of Bricklayers and Allied Craftworkers. However, neither the signatory Employer nor the sub-contractor shall be required to change jurisdictional assignments or historic practices of his/her trade or company in the jurisdiction covered by this agreement.

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

ARTICLE XXVI HOUSING AND REHABILITATION

Section 1. Work Covered By This Article.

A. This Article shall apply to all rehabilitation work on residential structures. For the purpose of this Article, "rehabilitation" shall be defined to include all work, including demolition, repair and

alteration on any existing structure which is intended for residential use.

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

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

Section 2. Hours of work.

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

shall have opportunity for make-up time. Make-up time applies to work lost due to inclement weather only. (Shall be at the straight hourly rate.)

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

C. Any overtime work performed, outside of the regular work day or work week as specified in this Article, shall be performed by employees covered under this Article. First preference for overtime work shall be given to employees on the specific project.

Section 3. Overtime and Holidays:

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

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

Section 4. Straight Time Hourly Wage Rate.

A. The minimum straight hourly wage rate of all employees covered by this Article is contained in

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

ARTICLE XXVII MAINTENANCE

It is recognized by both parties that opportunities may exist for the performance of plant maintenance work by signatory Employers. If an Employer has such an opportunity the parties will immediately negotiate wages and working conditions seeking to make the Employees as competitive as possible in that section of the market.

ARTICLE XXVIII ASSOCIATION SECURITY

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

Section 2. The Association represents that it is duly authorized by its designating members hiring Bricklayers to enter into this collective bargaining Agreement, that in so doing they are authorized to

bind such designating members to the terms and condition of membership in said Association, that such designating members shall continue to be bound by terms or, shall upon admission to the said Association, after the date of execution of this Agreement, agree to be bound from that date forward by all terms and conditions of this Agreement.

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

The management party hereto shall be considered the bargaining unit.

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

**ARTICLE XXIX
"B" LOCAL**

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

Section 2. There will be established a "B" local and all BAC types will be accepted to be organized into the BAC locals. These personnel will be paid a lower rate for a period of three (3) years and the work that they perform would apply to residential, residential/rehabilitation, small commercial and small commercial rehabilitation. The small commercial and small commercial rehabilitation, if negotiated, would be for all trades. If the contractor has all "B" men busy, he/she may use an "A" man on a "B" job, but at the "B" rate. The "B" rate would be seventy-five percent (75%) of the basic rate. The eight (8) hour day is included in the "B" rate schedule.

**ARTICLE XXX
DRUG TESTING**

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

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

Section 3.

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

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

C. The parties are committed to the maintenance of an alcohol and drug free work place under provisions of this Agreement. All employees shall comply with the requirements of all employer safety/substance abuse policies, Owner substance abuse policies, project safety/substance abuse policies, and all Federal, State, and local alcohol and drug testing.

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

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

ARTICLE XXXI NON - DISCRIMINATION

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

**ARTICLE XXXII
WORKERS' COMPENSATION MCO
AND PPO**

The parties agree to allow Employers to utilize workers' compensation Managed Care Organizations (MCO) and Preferred Provider Organizations (PPO) approved by the New York State Department of Health and the New York State Workers' Compensation Board as authorized by Article 10-A of the New York State Workers' Compensation Law. The name of the Employers' provider of workers' compensation insurance and the name of the MCO and/or PPO must be submitted in writing to the Association and the Union prior to the effective date of the insurance. In case of emergency, the parties agree MCO or PPO does not apply. After 30 days of care under the MCO or PPO, the employee may opt for his or her own doctor.

ARTICLE XXXIII
PARTIES TO THE AGREEMENT

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

Eastern Contractors Association, Inc.

Thomas Murray, Chairman
J.D. Gilbert
Andrew Sciocchetti, Jr.

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

Bob Mantello, President
Luke Renna, Vice Chair
Mike Suprenant, Vice Chair
Pat Tirino, Secretary/Treasurer

APPENDIX 1
ECA/BASIC TRADES WORKERS'
COMPENSATION PROGRAM

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

A copy of said Addendum, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here at length.

APPENDIX 2
BRICKLAYERS AND ALLIED
CRAFTSMEN LOCAL NO. 2
COLLECTIONS POLICY

The Bricklayers and Allied Craftworkers Local 2, Albany, New York Pension Fund, Bricklayers and Allied Craftworkers Local 2, Albany, New York Health Benefit Fund and the Bricklayers and Allied Craftworkers Local 2 Annuity Fund have promulgated Collections Policies governing the payment and collection of fringe benefit contributions owed by Employers. The Collections Policies together with any amendments or modifications thereto are considered part of this Agreement and are incorporated herein by reference.

As of January 16, 2008, the Policies provided as follows:

Section 1. Payment of Contributions; Late Payments.

(a) All remittance reports and all contribution payments to the Fund must be received on or before the fifteenth (15th) day of the month following the month during which the hours, for which contributions are required, are worked by the employees.

(b) If no report or payment has been received by the Fund on or before the deadline set forth in Section 1(a), the Fund will pursue whatever avenues

it deems appropriate to collect the delinquencies, including, but not limited to, notifying such Employer that the contributions are late.

(c) If no payment has been received by the Fund on or before the fifteenth (15th) day of the month following the month during which hours are worked by employees and for which contributions are required, the Employer will be assessed interest on the amount of delinquent contributions at the rate of twelve percent (12%) per annum, calculated from the date the contributions were due as described in Section 1(a), plus liquidated damages equal to twenty percent (20%) of the delinquent fringe benefit contributions, plus any auditing fees and costs pursuant to Section 3 herein.

(d) If no payment has been received by the Fund by the thirtieth (30th) day of the month following the month during which the hours were worked by employees, the Employer's delinquent account may be referred to Fund's Counsel and collection proceedings will be commenced by Fund's Counsel seeking the delinquent contributions plus the interest, liquidated damages, audit fees, attorneys' and paralegal fees, costs and disbursements.

(e) If Fund Counsel performs services, which may include, but are not limited to, the commencement of legal or agency proceedings against the Employer, to recover the amounts owed to the Fund pursuant to this section, the Employer is obligated to reimburse the Fund for all attorneys' fees and paralegals' fees, auditing fees, and all costs and

disbursements incurred by the Fund in attempting to collect the Fund's monies.

(f) *In the event the Fund does not commence a lawsuit or other proceedings to collect delinquent fringe benefit contributions, in the event a lawsuit or other proceedings is settled prior to a judgment or resolution being obtained by the Fund, or in the event the delinquent contributions are paid either prior to commencement of the lawsuit or proceedings or prior to judgment or other resolution, the Fund is still entitled to collect, and the delinquent Employer is still obligated to pay, the interest, liquidated damages, audit fees, attorneys' and paralegal fees, costs and disbursements set forth in this Policy.*

Section 2. Audit of Payroll and Related Records.

(a) Article IV, Section 4, of the Fund's Trust Agreement is incorporated herein. The Trustees may at any time examine and copy such books, records, papers, or reports of the Employer, including, but not limited to, payroll records, time cards, accounts payable records; general ledger; cash disbursements journal, hours reports, names and social security numbers of all employees (union and non-union employees), as they deem necessary to permit them to determine whether the Employer is making full and proper reports and payments to the Fund. Such examination will occur whenever such examination is deemed necessary or advisable by the Trustees and, except as indicated below, at no charge to the Employer. If it is found by the Trustees, however,

that the Employer has violated its obligations under the rules, regulations and/or Trust Agreement of the Fund including, but not limited to, its obligation to timely remit fringe benefit contributions to the Fund, then the Employer will reimburse the Fund for all auditing charges for examining the Employer's books, except where the Trustees determine that such violation has been uncovered by the Fund during the course of its routine cyclical audit of the Employer.

(b) If it is necessary for the Fund's Counsel to perform services, including the commencement of a lawsuit or other proceedings, to obtain the audit and to compel the Employer's production of its records, the Employer will be liable for all auditing fees, attorneys' and paralegal fees, court costs, disbursements and expenses incurred by the Fund in enforcing the Fund's right to audit and/or examine the Employer's books, regardless of whether the Employer is delinquent in payment of contributions or in violation of any of its other obligations under the rules, regulations and/or Trust Agreements of the Fund.

Section 3. Bonding.

(a) The Fund may require any Employer to furnish a bond to secure payment of contributions to the Fund. In lieu of the bond, the Fund may require such Employer to deposit cash with the Fund or deliver alternative security or collateral in such types, forms and amounts as the Fund in its judgment deems to be appropriate. The bond or other

collateral/security shall be in such amount as the Fund determines to be appropriate in the circumstances.

(b) Every Employer who is required to post a bond shall deliver to the Fund office such surety bond in a form approved by the Fund. The surety bond must be executed by the Employer and a corporation surety company licensed to do business in the State of New York. Such bond shall name the Fund as *obligee and shall guarantee the full and faithful* performance of the Employer's obligation to remit contributions, interest, liquidated damages, attorneys' and paralegal fees, auditing fees, and costs to the Fund. The bond shall not be cancelable without one hundred twenty (120) days written notice to the Fund, which notice provision shall be made a part of the applicable bond provisions. The Fund's right to recover under the bond shall not be subject to or conditioned upon notice to the delinquent Employer of a default on its obligations.

(c) The Fund Administrator will determine the amount of the bond and secure the bond from the *Employer after consultation with Trustees*. The amount of the bond or cash security shall be based on the estimated number of workers to be employed by the Employer and the estimated duration of the job(s). The amount required shall be based on a *calculation of the hourly costs of the fringe benefit* package multiplied by the projected hours of work for a five (5) month period or the length of the job, whichever is less.

(d) If an Employer who is required to post a bond fails to do so, the Board of Trustees, or any duly authorized representative of the Board, may immediately refer the matter to Fund's Counsel for institution of legal proceedings. If it is necessary for the Fund's Counsel to perform services, including the commencement of a lawsuit, to compel an Employer to post a bond, the Employer shall be liable for all attorneys' and paralegal fees, court costs, disbursements and other expenses incurred by the Fund.

Section 4. Effect of This Collections Policy.

This Collections Policy constitutes a rule of the Fund. To the extent this Collections Policy conflicts with the terms and provisions of the Fund's Trust Agreement or the Collective Bargaining Agreement, the terms and provisions of this Collections Policy will govern.

Failure by the Trustees to adhere to any provision provided herein shall not abrogate, alter or amend any other provision, duty or requirement of this Policy and shall not constitute a waiver by the Trustees and shall not relieve the contributing Employer of any obligation under ERISA.

Section 5. Fiduciary Relationship.

Title to all monies paid into and/or due and owing to the Fund shall be vested in and remain exclusively in the Trustees of the Fund; outstanding and withheld contributions constitute Plan assets.

All monies received by an Employer from any source for work performed by employees represented by the Union shall be held in trust by the Employer. The Employer shall disburse the monies only for the purpose of paying wages owed to the employees represented by the Union and fringe benefit contributions owed to the Fund on behalf of the employees' labor. If the Employer owes any wages to the employees represented by the Union and/or owes any monies to the Fund on behalf of the employees' labor, it may not utilize the monies received by it in connection with its employees' labor for its own obligations or those of its officers, shareholders or directors.

Copies of the Collections Policies and any amendments or modifications thereto may be obtained from the foregoing Funds.

**NON-ASSOCIATION EMPLOYER
SIGNATURE PAGE**

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

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

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

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

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

Company Name

Address

Telephone Number

Email Address

Authorized Officer Signature

Printed Name

Federal Registration Number

Insurance Carrier

Policy Number

Unemployment Insurance Number

New York State Disability Benefits Number

New York State Disability Carrier's Name

Local President's/Field Representative's Signature

Date

NOTES