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LABORERS

BUILDING

AGREEMENT
BETWEEN

EASTERN CONTRACTORS ASSOCIATION, INC.

AND THE

EASTERN NEW YORK LABORERS' DISTRICT COUNCIL

FOR

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

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

MAY 1, 2006 - APRIL 30, 2011

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

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AGREEMENT
FOREWORD

THIS AGREEMENT is made and entered into on this 12th day of May, 2006, by and between the Eastern Contractors Association, Inc., Party of the First Part, acting for and on behalf of its Employer members (hereinafter collectively referred to as the "Association") and the Eastern New York Laborers' District Council and its affiliated Local Union Nos. 190 and 157 (hereinafter collectively referred to as the "Union") Party of the Second Part.

ARTICLE I
PREAMBLE

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

In accordance with and subject to the provisions of the Labor-Management Relations Act, 1947, as amended, the Party of the First Part recognizes the Unions, Party of the Second Part, as the exclusive bargaining agent for the employees included under the terms of this Agreement. This recognition is for the purpose of collective bargaining in respect to rates of pay, hours of work, conditions of employment, and all other matters covered by this Agreement. This Agreement shall cover all the work done by laborers coming within the jurisdiction of the Laborers' International Union of North America, affiliated with the Building Trades Department, AFL-CIO. When the Employer, Party of the First Part, employs laborers, the terms and conditions and the rates of wages herein provided shall apply.

ARTICLE II
DECLARATION OF PRINCIPLES

1. That there shall be no limitation to the amount of work an employee shall perform during his workday, it being understood that the worker shall perform a fair and honest day's work.
2. That there shall be no restriction of the use of machinery, tools, appliances or standard equipment for the use required, except where life and health are endangered.
3. That there shall be no restriction of the use of any raw or manufactured materials, except prison-made.
4. That no person shall have the right to interfere with workers during working hours, except as hereinafter provided.
5. That the foreman or foremen shall be the agent or agents of the Employer, selected by the Employer, and may be a member or members of the above-mentioned union.

ARTICLE III
MANAGEMENT RIGHTS

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

1. Plan, direct and control the operation of all his work.
2. Decide the number of employees required.
3. Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/or skills required. The Contractor may hire employees by name, who have special skills or have previous experience.
4. Transfer employees without restriction or limitations, within their own geographical jurisdiction, be it Laborers' Local Union No. 157 or 190.
5. Determine work methods and procedures.
6. Determine the number of foremen.
7. Require all employees to observe the Contractor's and/or owner's rules and regulations not inconsistent with this Agreement.
8. Require all employees to observe all state and federal safety regulations prescribed by the Contractor and/or owner and to work safely.
9. Discharge or suspend employees.

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

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

12. The Unions understand the extreme importance of keeping operating equipment and units running at all times. The Unions also understand that the loss of production and the cost of repairs together create a great loss to the Contractor. Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Contractor and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools or labor-saving devices.

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

14. Unions shall require all employees to observe the Contractor's and/or owner's rules and regulations including, but not limited to, safety, drug testing, cell phone use, smoking, break time, etc – providing they don't conflict with this Agreement or Federal or State laws and regulations.

ARTICLE IV
GEOGRAPHICAL JURISDICTION

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

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

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

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

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

ARTICLE V
UNION RECOGNITION AND SECURITY

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

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

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

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

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

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

Section 6. The Employer agrees that in providing opportunity for employment it will give priority to persons who have had one (1) year or more of service since January 1, 1990 in the construction industry in the type of work covered by this Agreement, and in the various geographical areas described in Article 1, Section 2, of this Agreement.

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

ARTICLE VI
ASSOCIATION RECOGNITION AND SECURITY

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

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

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

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

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

ARTICLE VII
PRE-JOB CONFERENCE

There shall be a pre-job conference. The Employer agrees to meet with the Union for a pre-job conference prior to the commencement of any work on the subject project.

ARTICLE VIII
SUBCONTRACTING

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

Section 2. The signatory Employer agrees that when subcontracting work covered by this Agreement, which is to be performed within the geographical area covered by this Agreement, and at the site of construction, alteration, painting or repair of a building, structure, road or other work, he will subcontract such work only to a signatory Employer or person who is a party to or signatory to this Agreement. However, the signatory Employer shall not require the Subcontractor to change jurisdictional assignments or historic practices of his trade or company in this geographical area. Equally, this Section 2. shall not apply where the Subcontractor(s) is or are assigned to the signatory Employer, and in those instances where the signatory Employer has no control over the selection of the Subcontractor(s), or where the signatory Employer has no privity of contract with the Subcontractor(s), or where the company's employees are represented by another Union who is affiliated with the AFL-CIO or Teamsters Local No. 294 in this geographical jurisdiction. It being understood and agreed that it is the responsibility of the Union party to this agreement to obtain the signature of the Subcontractor(s) to the applicable collective bargaining agreement or to otherwise organize the employees of the Subcontractor(s).

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

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

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

(A) The Unions, the association, and the signatory Employer agree that this subcontracting clause can only be enforced by the Union through the grievance and arbitration provisions of this contract and, if necessary, appropriate court action to enforce a grievance or arbitration award. It is specifically agreed by the Union that it will not take any economic action to enforce said clause or any grievance awards, arbitration awards, or court orders or judgments, pertaining to this subcontracting clause or violations of it by the signatory Employer.

Section 6. Any provisions in this Agreement which are in contravention of any Federal or State laws affecting all or part of the terms of this Agreement shall be suspended in operation within the limits required by said laws. Such suspension shall not affect the operation of any such provisions or any parts thereof to which the laws are not applicable. In the event any section, or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within a period of sixty (60) days to negotiate a new section, or portion thereof, which shall be valid and which shall replace that section, or portion thereof, declared invalid.

Section 7. **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 VIII) may be required for the Employer to comply with these requirements. Every effort will be made by the Employer to arrange a pre-job meeting with these subcontractors and the Union. It is understood that in no way shall the enforcement of this clause allow other trades to perform the work of this Union.

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.

(3) 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 The Eastern New York Laborers District Council. 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.

(4) 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, 2004 will proceed to conclusion as bid.

(5) The Association agrees to waive the Automatic Diminution Clause in Article IX. 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, 2004 will proceed to conclusion as bid.

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

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

(7)

(A) If it is determined by the Joint board of Arbitration, in accordance to Section (3) of this clause, that a contractors 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 IX
AUTOMATIC DIMINUTION CLAUSE

Should the Union at any time hereafter enter into an agreement with any Employer performing work covered by the terms of this Agreement with terms and conditions more advantageous of such Employer, or should the Union in the case of any Employer which is bound to this form of Agreement countenance a course of conduct by such Employer enabling it to operate under more advantageous terms and conditions than are provided for in this Agreement, the Employers, party to this Agreement, shall be privileged to adopt such advantageous terms and conditions provided the Employer, through the Association, has sent written notice to the Union calling the matter to its attention.

ARTICLE X
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union mutually agree that they will comply and cooperate with all federal, state and/or local laws, codes, rules, ordinances, regulations, executive orders and administrative decisions, dealing with non-discrimination in training, employment, job tenure, promotions and every other matter covered by such laws, codes, etc. not herein expressly mentioned. The Employer and Union shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or age.

Section 2. It is recognized that there are specific subcontract requirements for D/M/WBE participation in most public works contracts and that certain exceptions to the Subcontracting article (Article VIII) may be required for the Employer to comply with these requirements. Every effort will be made by the Employer to arrange a pre-job meeting with these subcontractors and the Union. It is understood that in no way shall the enforcement of this clause allow other trades to perform the work of this Union.

ARTICLE XI
WORK CONDITIONS

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

Section 2.
(A) At the time of hire or such later date as may be appropriate, employees covered by this Agreement shall be furnished slipover rubber boots, rainsuits and hats, which shall remain the property of the Employer and be returned at the termination of use or employment.
(B) At the first full pay period following the issuing of such articles, the actual cost to the Contractor of the said articles shall be deducted from the pay of each said employee covered by this contract. Upon termination of employment, such employees who return the articles issued will be refunded the amount deducted from pay.

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

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

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

Section 6. It is agreed the employees shall start work at the appropriate starting time and work until the appropriate lunch period, provided that the lunch shanty is within a reasonable distance of their place of work. In the event that it is not, as determined by the Employer, ample time shall be allowed to reach the shanty by the appropriate lunch period. Employees shall be back at their place of work at the appropriate starting time and remain there until the appropriate quitting time.

Section 7. In the morning, at a time designated by the superintendent, a ten (10) minute coffee break will be allowed. One employee designated by each Contractor shall distribute coffee to the employees at their place of work. The coffee shall be consumed by the employees at their place of work.

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

Section 9.
(A) Employees injured at work shall be paid for the time spent going to the doctor's office for treatment at the time of injury. If the doctor certifies in writing that the employee is unable to return to work that day, the injured employee shall be paid for the balance of that working day.
(B) The injured employee shall be allowed two (2) hours' time from work for additional visits to the doctor for injuries sustained while in the Employer's service without loss of pay. It shall be understood, however, that such visits during working hours shall be made only when no other arrangements can be made and an affidavit is received from the doctor stating the necessity for each visit.
(C) The injured employee shall, if at all possible, be given preference to any light work, if the same is available, that may be performed on the job, provided, however, that he is still in the employ of the Employer where the injury occurred and the doctor certifies in writing that the employee can do the work to which he is to be assigned.

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

ARTICLE XII
SAFETY

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

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

- Training fund will pay for STP and Foreman course training.
- Blueprint Reading prerequisite for the Foreman Course.
- Blueprint Reading and Foreman course prerequisite to STP.

- Parties will mutually develop the schedule.
- Training Fund will do two courses per year in addition to Foreman training, Association to choose course.
- The Laborers want the Association to consider including Traffic Control and Rigging and Signaling in the course options.
- Training will be required by Employers as condition of employment.

ARTICLE XIII
ARBITRATION

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

A. Between the Business Agent or authorized representative of the Union and the Employer or his authorized representative.

B. If the dispute is not settled as provided for above, it is agreed that a Joint Board of Arbitration composed of equal numbers shall be established within seventy-two (72) hours, one-half of whom shall be appointed by the Union and one-half (1/2) of whom shall be appointed by the Association (one (1) of whom may be a member of the Association's Labor Relations staff), and a decision rendered within three (3) days. The Joint Board of Arbitration shall be composed of members of the Joint Negotiating Committee.

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

C. In the event the Board fails to arrive at a solution, one (1) additional member shall be chosen by the members of the above Board within three (3) days and the dispute shall be decided by this additional member whose decision shall be final and binding. This additional member shall be selected from lists supplied by the American Arbitration Association. It is agreed that there shall be no stoppage of work while these proceedings are in progress. The refusal of the Employer to proceed under this Article shall not abridge the right of the Union to strike. Any costs incurred in (C) above shall be paid by the Construction Industry Advancement Program of Eastern New York.

ARTICLE XIV
SAVINGS CLAUSE

In the event that any state or federal statute or law shall supersede or invalidate any clauses in this Agreement, such statute or law shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within a period of sixty (60) days to redraft a new section or portion thereof, which shall be valid and which shall replace that section or portion thereof declared invalid.

ARTICLE XV
MUTUAL ASSISTANCE

It is mutually agreed that there shall be no strikes authorized by the Union nor lockouts authorized by the Employer, except for refusal of either party to submit to arbitration, in accordance with the Arbitration Clause herein, or failure on the part of either party to carry out the award of the Board of Arbitration.

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

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

ARTICLE XVI
HOURS OF WORK AND OVERTIME

Section 1. Normal workday shall consist of eight (8) hours with one-half (1/2) hour for lunch. (Flexible lunch time to be one-half (1/2) hour between 11:00 a.m. and 1:00 p.m.) The starting time shall be set by the Contractor except that starting time shall not be changed from day to day. The workday must start no sooner than 6:00 a.m. nor later than 8:00 a.m., except as may be otherwise mutually agreed upon by the Employer and Union.

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

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

Section 4. Make-up Day. Make-up day on Saturday in the week in which a day or days are lost due to inclement weather. Pay for this make-up will be straight time, it being understood that work on this day is voluntary on the part of the employees and that further, all employees working on the job be given the same opportunity to work. No discriminatory action will be taken against any employee who declines said work.

ARTICLE XVII
REPORT-IN PAY

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

Employee may be required to remain at the job site by the Employer. Such employees required to remain at the job site by the Employer shall receive a minimum of two (2) hours' work or (2) hours' pay at the applicable hourly rate. When inclement weather occurs and crew is being split, the Employer will attempt to equal work as evenly as possible.

ARTICLE XVIII
FOREMAN

Section 1.

(A) When six (6) employees are employed, the Employer shall designate one as foreman, and he shall receive not less than three dollars ($3.00) per hour above the laborer's rate.

(B) When a general laborers' foreman is employed, he shall receive not less than four dollars ($4.00) per hour above the laborer's rate.

(C) When a laborers' superintendent is employed, he shall receive not less than two dollars ($2.00) per hour above the highest paid person he is in charge of.

The above applies to foremen if referred by the Union and the rate shall be the above schedule or equivalent. (Examples of equivalents include paid time off, cellphones, pagers, company vehicle, or other perks as determined by the Employer.) Foremen must be attending classes to attain or maintain safety training as outlined in Article XII and demonstrate the ability to perform foreman's duties. All Foreman stipulated in Article XVIII shall be provided:

(a) 10-Hour Scaffold Workshop

(b) Supervisory Training Program and Foreman Course.

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

ARTICLE XIX
SHIFT WORK-OCCUPIED PREMISES

Section 1. On operations requiring two (2) shifts, the first shift shall work eight (8) hours and receive eight (8) hours' pay, and the second shift shall work seven and one-half (71/2) hours and receive eight (8) hours' pay. It is understood that there is no guarantee, that on a given day, one shift might not vary due to weather, equipment breakdown or changes in operation schedules.

On three (3) shift operations, the first, or day shift, shall be of eight (8) hours duration; the second shift shall be of seven and one-half (71/2) hours duration, and the third shift shall be of seven (7) hours duration. Each shift shall receive eight (8) hours pay.

On three shift operations, the third shift shall be considered as falling on the same day of the week as the first and second shifts.

Section 2. On multiple shift work, the workweek shall start not earlier than 5:00 a.m. The Contractor shall set the starting time. Special cases of starting time may be set by mutual consent. All time worked in excess of the normal shift shall be considered over-time.

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

ARTICLE XX
SHOP STEWARD

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

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

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

ARTICLE XXI
WAGES

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

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

Section 3. In cases where an Employer has not or cannot demonstrate financial responsibility to the satisfaction of the Chairmen of the Joint Negotiating Committee, that Employer must pay by cash or certified check. In the event that a subcontractor's check is not honored, the Union will immediately notify the General Contractor and the General

Contractor will take whatever action is necessary in an attempt to make any deficiencies good, to the extent of the money owed the subcontractor by the General Contractor. In any event, the Union has the right to remove the employees from the job of the delinquent Employer.

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

SECTION 4. A. BUILDING
SCHEDULE A

Local	Year	Hours per week Monday Friday	Basic Rate	Welfare Fund	Pension Fund	Industry Fund	Savings Fund*	Work Assess.*	Training Fund	LECET Fund	Health & Safety	Annuity Fund	Total
#157 Schd'y	7/01/06 – 6/30/07	40	20.83	4.80	4.20	.20	None	-4%	.40	.05	.05	1.75	$32.28
#190 Albany	7/1/06 – 7/1/07	40	21.01	4.05	6.25	.20	-$.50	-$.90	.67	.10	.00	None	$32.28

7/1/07 - There will be an increase of $1.50 distribution to be determined.
7/1/08 – There will be an increase of $1.50 distribution to be determined.
7/1/09 – There will be an increase of $1.55 distribution to be determined.
7/1/10 – There will be an increase of $1.65 distribution to be determined.
*This amount is to be deducted from wages after appropriate taxes have been computed.
Note: Men employed on window cleaning and landscaping receive the basic rate.

SECTION 4. B. HOUSING AND REHABILITATION AND SMALL COMMERCIAL
SCHEDULE B

Local	Year	Hours per week Monday Friday	Basic Rate	Welfare Fund	Pension Fund	Industry Fund	Savings Fund*	Work Assess.*	Training Fund	LECET Fund	Health & Safety	Fund	Total
#157 Schd'y	7/1/06 – 6/30/07	40	15.62	4.80	4.20	.20	None	-4.0%	.40	.05	.05	1.75	$27.07
#190 Albany	7/1/06 – 6/30/07	40	15.75	4.05	6.25	.20	-$.50	-$.90	$.67	.10	.00	None	$27.02

7/1/07 - There will be an increase of $1.50 distribution to be determined.
7/1/08 – There will be an increase of $1.50 distribution to be determined.
7/1/09 – There will be an increase of $1.55 distribution to be determined.
7/1/10 – There will be an increase of $1.65 distribution to be determined.
*This amount is to be deducted from wages after appropriate taxes have been computed.
Note: Men employed on window cleaning and landscaping receive the basic rate.

Section 4. C. Increases
SCHEDULE C
$1.50 per hour increase effective 7/1/07.
$1.50 per hour increase effective 7/1/08.
$1.55 per hour increase effective 7/1/09.
$1.65 per hour increase effective 7/1/10.

Section 5. The following supplemental rates apply:
High Rate: Fifty cents ($.50) above the basic hourly Laborer's rate for blaster, wagon drill operator, form setter, well-pointing and laser operator.

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

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

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

Section 8. If the Employer pays any laborers or other crafts in his employ over their basic rates, he shall pay all laborers in his employ the same differential in rates. This provision does not affect the status of the other Contractors.

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

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

Section 1 - Welfare Fund:

The Employer shall contribute as per schedule contained in Article XXI, Section 4, Schedules A, B, and C per hour for each hour worked by Employees covered by this Agreement into the Laborer's Welfare Fund of the respective Laborer's Union party to this Agreement. Such Employer contributions are included in the Laborers' Local 190 Laborer's Local Fringe Benefit Voucher and Laborers' Local 157 Hourly Remittance Form. The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by three representatives of the Employers and three from the Union, which Agreement and Declaration of Trust shall conform to all requirements of the law. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here at length. The contributions of the Employer shall be used exclusively to provide welfare benefits to eligible employees in such form and amount as the Trustees of the Welfare Fund may determine. The Local Unions, Party to this Agreement, and the Welfare Fund shall be considered as an Employer under this Agreement for the purposes of paying the contributions mentioned in this Article for the benefit of all its full-time salaried officers and employees.

Section 2 - Pension Fund:

The Employer shall contribute as per schedule contained in Article XXI, Section 4, Schedules A, B, and C per hour worked by Employees covered by this Agreement into the Laborer's Pension Fund of the respective Laborer's Union, party to this Agreement. Such Employer contributions are included in the Laborers' Local 190 Laborer's Fringe Benefit Voucher and Laborers' Local 157 Hourly Remittance Form. The said Pension Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by three representatives of the Employers and three from the Union, which Agreement and Declaration of Trust shall conform to all requirements of the law. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here at length. The contributions of the Employer shall be used exclusively to provide Pension Benefits to eligible employees in such form and amount as the Trustees of the Pension Fund may determine.

The Local Union Party to this Agreement, and the Pension Fund shall be considered as an Employer under this Agreement for the purpose of paying the contributions mentioned in this Article for the benefit of its full-time salaried officers and employees.

Section 3 - Industry Fund:

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 or 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. Payments to the fund are included in the Laborers 190 and Laborers 157 Fringe Benefit Report Forms and remitted in conjunction with these fringe benefits to the Laborers 190 and Laborers 157 Welfare and Pension Funds offices in Schenectady and Glenmont, 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 4 - Eastern Contractors Association and District Council Training Fund:

The Employer shall contribute as per Schedule contained in Article XXI, Section 4, Schedules A, B, and C per hour for each hour worked by employees covered by this Agreement into the Laborer's Training and Education Fund of the respective Laborer's Union party to this Agreement. Such Employer contributions are included in the Laborers' Local 190 Laborer's Fringe Benefit Voucher and Laborers' Local 157 Hourly Remittance Form.

The Fund is established and maintained in accordance with applicable laws as a jointly administered trust fund under the Labor Management Relations Act, 1947, as amended, Section 302, as it may be amended, to provide education, training and skill development for eligible employees. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here at length. Eastern Contractors Association, Inc. and the Unions will cooperate fully in maintaining the Fund so it complies with all applicable law, and so that Employer's contributions to it will be deductible by the Employer and not current income to any employee under any applicable Federal, State or local tax law. The Fund will bear all costs of its operation.

Section 5 - Savings Fund:

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

The Employer agrees to withhold the amount specified in Article XXI, Section 4, Schedules A, B, and C* per hour for each hour worked by employees in the geographical jurisdiction of Laborers' Union Local No. 190 into the Laborers' Savings Fund. Such amounts withheld are included in the Laborers' Fringe Benefit Voucher. The Laborers' Savings Fund will be established and maintained in accordance with applicable Law as a jointly-administered Trust Fund under the Labor-Management Relations Act of 1947 as amended, Section 302, as it may be amended. The Savings Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of Law. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as a part of this Agreement as though set forth here at length.

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

Section 6 - Annuity:

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

The Employer shall contribute as per schedule contained in Article XXI, Section 4, Schedules A, B, and C per hour for each hour worked by Employees covered by this Agreement into the Laborer's Local No. 157 Annuity Fund. Such Employer contributions are included in the Laborers' Local 157 Hourly Remittance Form. The said Annuity Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by three representatives of the Employers and three from the Union, which Agreement and Declaration of Trust shall conform to all requirements of the law. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here at length. The contributions of the Employer shall be used exclusively to provide welfare benefits to eligible employees in such form and amount as the Trustees of the Annuity Fund may determine. The Local Unions, Party to this Agreement, and the Annuity Fund shall be considered as an Employer under this Agreement for the purposes of paying the contributions mentioned in this Article for the benefit of all its full-time salaried officers and employees.

Section 7 - Work Assessment:

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

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

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

Above monies will be included in the Laborers' Local 157 Hourly Remittance Form of Laborers' Local Union No. 157, Schenectady.

Laborers' Local No. 157 work assessment will be 4.0% of gross wages. The Employer will submit a copy of their payroll record for Laborers' with a check for the work assessment directly to the Laborers' Local No. 157 Business Office. This payroll report, with work assessment check, will be due on the 15th of each month for the previous month's work. The 4.0% of gross wages deduction for the work assessment will include the deduction for the Eastern New York Laborers' District Council work assessment.

B. **Laborers' Local Unions No. 190.**

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

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

Above monies will be included in the Laborers' Local 190 Benefit Voucher of Laborers' Local Union No. 190, Albany.

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

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

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

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

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

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

B. The Employer shall contribute to the Laborers-Employers Cooperation and Education Trust ("LECET") effective as of the effective date of this Agreement and for each month thereafter for the term of this Agreement, including any extensions or renewals thereof. The Employer shall contribute as per Schedule contained in Article XXI, Section 4, Schedules A, B, and C for each hour or portion of an hour for which each employee covered by this Agreement is entitled to receive pay. The Employer shall submit all contributions to LECET in such manner and at such times and place as LECET shall designate. The Employer shall also submit such reports as LECET deems necessary to verify contributions. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing LECET, a copy of which has been provided to each.

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

The Employer shall contribute as per Schedule contained in Article XXI, Section 4, Schedules A, B, and C per hour for each hour worked by Employees covered by this Agreement into the Laborers' Health and Safety Fund. Such Employer contributions are included in the Laborers' Local 190 Laborers' Fringe Benefit Voucher and Laborers' Local 157 Hourly Remittance Form respectively.

Section 10. Laborers' 190 Laborers' Fringe Benefit Voucher and Laborers' 157 Hourly Remittance Form:

A.

I. Laborers' Local Union No. 190 Albany:

Employers shall make the payments as called for in Sections 1, 2, 3, 4, 5, 6, 7 and 8 above through a single fringe benefit voucher system as the method of collection. Each Employer shall be required to purchase these Laborers' Fringe Benefit Voucher in advance from the Laborers' Local No. 190 Fringe Benefit Funds, either in person, certified mail or courier service. Voucher Purchase order forms may be obtained from the:

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

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

(1) Vouchers Purchased by Mail: Please send your completed Building Construction Reporting Form and Voucher Purchase Order, Contractor ID Card, and your check/money order for the total cost of the Vouchers made payable to: Laborers' Local No. 190 Fringe Benefit Fund to the address above.

(2) Vouchers Purchase In Person: We request that you first fax your order for the same day pick-up. Please bring your completed Building Construction Reporting Form and Voucher Purchase Order, Contractor ID Card, and your check/money order for the total cost of the Vouchers made payable to: Laborers' Local No. 190 Fringe Benefit Fund to the address above.

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

II. Laborers' Local Union No. 157 Schenectady:

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

Schenectady Laborers' Local Union No. 157
Welfare and Pension Fund Office
105 Clinton Street
Schenectady, NY 12305
518/ 374 - 8872 FAX 518/374 -5233

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

B.

I. Laborers' Local Union No. 190.

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

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

The payroll books and payroll records of each Employer shall be made available at reasonable times for inspection and audit by the accountants for any fund established for Welfare, Pension or other benefits. Any Employer whose account with the Welfare, Pension or other Benefit Funds is found upon regular or special audit ordered by the Trustees of such Fund to be substantially delinquent shall be required to pay the full cost of such audit and any other legal expenses incurred.

II. Laborers' Local No. 157:

Hourly Remittance Forms are to be filled out by the Employer. Cash payment to an Employee in lieu of contribution to the Funds and submission of the Hourly Remittance Form does not fulfill the Employers obligation to the Funds. For non-payment of Laborers' Local 157 Benefit Funds, see Article XXI, Sections 1, 2, 3 regarding penalty.

The payroll books and payroll records of each Employer shall be made available at reasonable times for inspection and audit by the accountants for any fund established for Welfare, Pension or other benefits. Any Employer whose account with the Welfare, Pension or other Benefit Funds is found upon regular or special audit ordered by the Trustees of such Fund to be substantially delinquent shall be required to pay the full cost of such audit and any other legal expenses incurred.

Section 11 - Bonding Provision

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

(b) The Trustees of any of the following: Pension Fund, Savings Fund, Welfare Benefit Fund, Education Fund, Annuity Fund, or the Board of Directors of Eastern Contractors Association, Inc. for the Industry Fund, shall have the right to demand that an Employer shall increase the amount of this Bond whenever they deem it necessary to insure payment of contributions, obligations or payments due said Funds to the Local Union.

ARTICLE XXIII
JURISDICTION

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

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

A CONTRACTOR'S RESPONSIBILITY

1. *Assignment of Work*

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

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

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

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

B. UNION'S RESPONSIBILITY

1. *Steps by Union*

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

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

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

ARTICLE XXIV
UNION JURISDICTION

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

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

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

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

Asbestos Abatement: The following work involving the removal of asbestos not limited to unloading of materials, setting up of decontamination systems, hanging of plastic for airtight chamber systems, installation and maintenance of mixing systems for amended water, set up and maintenance of all related equipment, setting up and dismantling of all scaffold, actual removal of asbestos, bagging of material for disposal, loading of material for removal from job site and final cleanup and all work related to. Toxic and hazardous work is included when required to wear personal protective equipment.

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

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

ARTICLE XXV
HOUSING AND REHABILITATION

Section 1. Work Covered By This Article

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

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

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

Section 2. Hours of Work

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

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

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

Section 3. Overtime and Holidays

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

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

Section 4. Straight Time Hourly Wage Rate

A. The minimum straight hourly wage rate of all employees covered by this article is contained in Article XXI, Section 4A, Schedule B.

Section 5. Entire Agreement of the Parties

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

ARTICLE XXVI
SMALL COMMERCIAL

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

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

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

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

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

ARTICLE XXVII
SAFETY & DRUG TESTING

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

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

3. The parties are committed to the maintenance of an alcohol and drug-free workplace under the provisions of this Agreement. All employees shall comply with the requirements of 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 requirements.

4. All employees are required to observe all safety regulations prescribed by the Occupational Health and Safety Act, the contractor, and/or owner and to work safely.

5. Employees are required to attend OSHA 10-hour, first aid and similar safety courses. In addition, foreman shall be required to attend OSHA 30-hour. The cost of which shall be borne by the Training Fund.

ARTICLE XXVIII
MALL OR RETAIL BUILDINGS

Section 1.

A. Definition. A retail buildings rate or "mall rate" of eighty-five percent (85%) of the base rate plus current fringes has been established for all retail buildings in excess of eight hundred thousand dollars ($800,000). The definition of retail buildings excludes all projects under eight hundred thousand dollars ($800,000), residential, office space, school work, industrial projects, asbestos removal, hazardous waste removal, prison work, millwright, refractory, stack, and work covered under International Agreements. The definition of retail buildings includes any free standing store, or store which is a part of a mall or any mall project intended for retail stores, outlets, warehouses, and warehouses that supply retail establishments.

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

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

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

E. Duration. This rate shall be in effect until April 30, 2011. Eastern Contractors Association, Inc. and Bricklayers No. 2, Carpenters No. 370, Laborers Nos. 157 and 190, and Teamsters No. 294 shall meet prior to April 30, 2011 to review this provision.

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

ARTICLE XXIX
APPRENTICES

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

Section 2. Apprentice Rates

0 - 1000 hours	65% basic hourly rate
1001 -2000 hours	70% basic hourly rate
2001 - 4000 hours	80% basic hourly rate

The parties shall review the rates annually.
NOTE: Apprentices receive 100% of fringe benefits.

Section 3. Apprenticeship

(1) New applicants for Laborers' membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or, alternately, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship Program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journeyworker under this Agreement.

The failure of any apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

(2) The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training or State Apprenticeship Committee are hereby incorporated by reference as a part of this Agreement.

(3) The Apprentice wage rates shall be posted under Article 14 of the NYS Labor Law.

(4) The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.

(5) The Employer shall pay an Apprentice the fringe benefit package as described in this Agreement.

(6) Entry into the apprenticeship program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An apprentice advances from one hours-of-credit and wage rate category to another only upon determination of the satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.

(7) The Employer shall participate in the apprenticeship program by accepting apprentices for employment upon referral by the Union. The Employer is not obligated to accept more than one (1) Apprentice for every five (5) Journeyworkers commencing with the sixth laborer employed or in accordance with the ratios determined by the NYS Commissioner of Labor whichever shall be the lesser requirement.

(8) The Employer may not employ an Apprentice until at least one Journeyworker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journeyworkers or in accordance with the ratios determined by the NYS Commissioner of Labor whichever shall be the lesser requirement.

(9) An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide that necessary range of employment experience, the Employer may choose to retain the Apprentice from job to job but shall notify the Local Union and the JATC of all reassignments.

(10) An Apprentice shall not work on the jobsite unless supervised by a Journeyworker.

(11) An Apprentice shall not be penalized for taking off work to attend offsite training(though time off for training is unpaid). The Apprentice shall provide the Employer reasonable prior notice of such requests for time off.

(12) The Union's obligation to provide Apprentices is limited to the availability of persons participating in an approved apprenticeship program. Apprentices will be referred to contractors on a first come first referred basis.

(13) Following completion of 4000 hours full contract wages and benefits will be paid. All other conditions and terms of the Agreement apply to Apprentices.

ARTICLE XXX
WORKERS' COMPENSATION MCO AND PPO

The parties agree to allow Employers to utilize workers' compensation Managed Care Organizations (MCO) and Preferred Provider Organizations (PPO) approved by the New York State Department of Health and the New York State Workers' Compensation Board as authorized by Article 10-A of the New York State Workers' Compensation Law. The name of the Employers' provider of workers' compensation insurance and the name of the MCO and/or PPO must be submitted in writing to the Association and the Union prior to the effective date of the insurance. 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 XXXI
DURATION

This agreement shall become effective on the 1st day of May 2006, and shall remain in full force and effect until the 30th day of April 2011, and shall continue from year to year thereafter unless written notice setting forth desired changes is given by either party not less than ninety (90) days prior to the expiration date.

APPENDIX 1
ECA/BASIC TRADES WORKERS' COMPENSATION PROGRAM

The parties have adopted as 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 a part of this Agreement as though set forth here at length.

ASSOCIATION SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 12th day of May, 2006.

EMPLOYER ASSOCIATION
EASTERN CONTRACTORS ASSOCIATION, INC.
Thomas Murray, Co-Chairperson
Sam Greco, Co-Chairperson

LOCAL UNIONS
LABORERS LOCAL UNION NO. 190
ALBANY
Anthony Fresina

LABORERS LOCAL UNION NO. 157
SCHENECTADY
Tom Lombardoni

DISTRICT COUNCIL
EASTERN NEW YORK LABORERS' DISTRICT COUNCIL
Samuel M. Fresina

NON-ASSOCIATION EMPLOYER SIGNATURE PAGE

Non-Association Employers must sign the following:

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

1. That he/she (it) has read the foregoing collective bargaining Agreement, dated May 1, 2006 and agrees, as an individual Employer to be bound by each and all of the terms, conditions and provisions thereof and also agrees to be bound by the interpretations and enforcement of the Agreement. He/she (it) further agrees to furnish both the Association and the Union with signed copies of this Agreement.

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

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

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal this day of , 200 and agree that this Agreement and the collective bargaining Agreement dated May 1, 2006 shall be binding upon their heirs, administrators, successors and assigns.

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

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

Name of Firm

By: An Authorized Officer, Title

Firm Street Address

City and State Zip

Telephone Number

Local Union

By (Authorized Representative)

Date

(Association Copy)

NON-ASSOCIATION EMPLOYER SIGNATURE PAGE

Non-Association Employers must sign the following:

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

1. That he/she (it) has read the foregoing collective bargaining Agreement, dated May 1, 2006 and agrees, as an individual Employer to be bound by each and all of the terms, conditions and provisions thereof and also agrees to be bound by the interpretations and enforcement of the Agreement. He/she (it) further agrees to furnish both the Association and the Union with signed copies of this Agreement.

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

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

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal this

day of , 200 and agree that this Agreement and the collective bargaining Agreement dated May 1, 2006 shall be binding upon their heirs, administrators, successors and assigns.

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

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

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

Name of Firm

By: An Authorized Officer, Title

Firm Street Address

City and State Zip

Telephone Number

Local Union

By (Authorized Representatives)

Date

(Union Copy)

REVISIONS

REVISIONS