

**TILE, MARBLE AND TERRAZZO
FINISHERS AND WORKERS**

**AGREEMENT
BETWEEN**

**EASTERN CONTRACTORS
ASSOCIATION, INC.**

&

**CONSTRUCTION EMPLOYERS ASSOCIATION
OF CENTRAL NEW YORK, INC.**

AND

**BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL UNION NO. 2, NY/VT**

JUNE 1, 2015 - MAY 31, 2021

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

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>SUBJECT</u> | <u>PAGE</u> |
|----------------|--|-------------|
| | Preamble..... | 1 |
| I | Bargaining..... | 1 |
| II | Duration and Termination..... | 1 |
| III | Geography..... | 2 |
| IV | Wage and Fringe Benefits..... | 2 |
| V | Fringe Benefit Funds and Fringe Benefit Report Forms..... | 5 |
| VI | Hours..... | 10 |
| VII | Shift Work and Occupied Premises..... | 11 |
| VIII | Payment..... | 12 |
| IX | Arbitration..... | 12 |
| X | Bonding..... | 13 |
| XI | Foremen..... | 13 |
| XII | Association Security..... | 13 |
| XIII | Protection..... | 14 |
| XIV | Severability..... | 14 |
| XV | Jurisdiction..... | 14 |
| XVI | Interpretation..... | 15 |
| XVII | Stewards..... | 15 |
| XVIII | Tools..... | 16 |
| XIX | Preservation of Work..... | 16 |
| XX | Coffee Break..... | 17 |
| XXI | Subcontracting..... | 17 |
| XXII | Notice..... | 18 |
| XXIII | Organizing..... | 18 |
| XXIV | Moonlighting and Lumping..... | 18 |
| XXV | Safety Training..... | 18 |
| XXVI | Apprentice Wages and Working Conditions..... | 19 |
| XXVII | Show-Up Time..... | 20 |
| XXVIII | Union Security..... | 20 |
| XXIX | Non-Discrimination..... | 21 |
| XXX | Labor – Management..... | 21 |
| XXXI | Drug Testing..... | 21 |
| XXXII | Association and Union Signature Page..... | 22 |
| | Addenda 1, ECA/Basic Trades Workers' Compensation Program..... | 23 |
| | Appendix 1, BAC Local No. 2 Collections Policy..... | 24 |
| | Non-Association Employer Signature Page..... | 28 |

**TILE, MARBLE AND TERRAZZO FINISHERS AND WORKERS
AGREEMENT BETWEEN
EASTERN CONTRACTORS ASSOCIATION, INC. &
CONSTRUCTION EMPLOYERS ASSOCIATION
OF CENTRAL NEW YORK, INC.
AND
BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL UNION NO. 2, NY/VT**

PREAMBLE

This Agreement, made and entered into on the 28th day of May 2015, by and between Eastern Contractors Association, Inc. & Construction Employers Association of Central New York, Inc., Party of the First Part, and Bricklayers and Allied Craftworkers Local Union No. 2, NY/VT for the Tile, Marble and Terrazzo Finishes and Workers, Party of the Second Part, shall become operative and effective on the first day of June 2015 and continue in full force and effect until May 31, 2021.

This Agreement shall cover all work performed by Tile, Marble, and Terrazzo Workers and Finishers engaged in on-site construction within the contract limit lines where the intended use is a building or building project or being necessary for the use of a building or access to a building where the principal use is not a highway.

Unless indicated all provisions of this Agreement apply to both Tile, Marble and Terrazzo Finishers and Tile, Marble and Terrazzo Workers.

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.

The Union recognizes it has the responsibility to provide manpower throughout the entire jurisdiction of the Local and will exhaust all efforts to fulfill this obligation.

**ARTICLE I
BARGAINING**

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 employment and all other matters covered by this Agreement. The Party of the Second Part, recognizes the Party of the First Part as the exclusive multi-employer collective bargaining unit for all Employers employing these trades in the geographical jurisdiction of this Agreement. This Agreement shall cover all work performed by Marble, Stone and Slate Polishers, Rubbers and Sawyers, Tile and Marble Setters Finishers, and Terrazzo Workers Finishers coming within the recognized jurisdiction of Tile, Marble and Terrazzo Finishers of the Local No. 2, NY/VT of the Bricklayers and Allied Craftworkers. This Agreement shall cover all work performed by Tile, Marble and Terrazzo Workers coming within the recognized jurisdiction of Bricklayers and Allied Craftworkers Local No, 2 NY/VT Affiliated with our International Union AFL-CIO.

**ARTICLE II
DURATION AND TERMINATION**

Section 1. This Agreement shall become effective June 1, 2015 and shall remain in full force and effect until the 31st day of May 2021 and shall continue from year to year to 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 the Party of the Second Part) to the other not less than Ninety (90) days prior to the expiration date. An Employer who is not a member of the Party of First Part or has not designated bargaining rights to the Party of the First Part

agrees it shall be bound by any further Agreement and/or modifications, renewals, or revisions of the Agreement negotiated between Eastern Contractors Association, Inc., Construction Employers Association of Central New York, Inc. and Bricklayers and Allied Craftworkers Local No. 2 NY/VT for the multi-employer bargaining unit hereinafter defined, unless it made written notice of termination not less than ninety (90) days prior to the expiration date on the Parties.

ARTICLE III GEOGRAPHY

Section 1. The geographical jurisdiction covered by this Agreement includes:

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis Madison, Montgomery, Oneida, Onondaga, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, and Washington counties.

Section 2. A signatory Employer’s workforce shall be afforded full mobility throughout the entire geography of the Local.

ARTICLE IV WAGE AND FRINGE BENEFITS

Section 1. A., Schedule A. Tile, Marble, and Terrazzo Workers. The scale of wages to be paid Tile Workers, Marble Workers and Terrazzo Workers to be Effective 7/1/15 – distribution as follows:

Tile Workers, Marble Workers and Terrazzo Setters

Albany, Glens Falls, Plattsburgh
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties

Syracuse & Oswego
Onondaga, Cayuga and Oswego counties, and the townships of Sullivan and Cazenovia in Madison County

Utica, Ogdensburg, Watertown
St. Lawrence, Oneida, Jefferson, Madison and Herkimer counties; Madison County, except the townships of Sullivan and Cazenovia; Lewis County except the townships of Diana, Croghan, Denmark, Pinckney, Harrisburg, Lowville, new Bremen, Watson, Martinsburg, Montague, Highmarket and Grieg

7/1/2015

| | |
|---------------------|----------------|
| Basic Hourly Rate: | \$31.67 |
| Health Fund: | \$8.80 |
| Local Pension Fund: | \$7.90 |
| IU Pension: | \$0.50 |
| IPFFPA: | \$0.14 |
| T&E**: | \$0.68 |
| Annuity: | \$0.65 |
| CIAP: | \$0.31 |
| ICE: | \$0.03 |
| Local Dues*: | \$1.51 |
| IU Dues*: | \$0.50 |
| D&B Fund*: | \$0.10 |
| PAC*: | \$0.04 |
| Vacation*: | \$1.70 |
| TOTAL: | \$50.68 |

7/1/2015

| | |
|---------------------|----------------|
| Basic Hourly Rate: | \$28.23 |
| Health Fund: | \$8.40 |
| Local Pension Fund: | \$5.48 |
| IU Pension: | \$1.50 |
| IPFFPA: | \$0.44 |
| T&E**: | \$0.66 |
| Annuity: | \$0.65 |
| ASP: | \$0.17 |
| Local Dues*: | \$1.46 |
| IU Dues*: | \$0.45 |
| D&B Fund*: | \$0.10 |
| PAC*: | \$0.08 |
| Vacation*: | \$0.50 |
| TOTAL: | \$45.53 |

7/1/2015

| | |
|---------------------|----------------|
| Basic Hourly Rate: | \$28.78 |
| Health Fund: | \$8.40 |
| Local Pension Fund: | \$6.59 |
| IU Pension: | \$0.30 |
| IPFFPA: | \$0.08 |
| T&E**: | \$0.61 |
| Annuity: | \$0.65 |
| ASP: | \$0.12 |
| Local Dues*: | \$1.41 |
| IU Dues*: | \$0.45 |
| D&B Fund*: | \$0.10 |
| PAC*: | \$0.08 |
| Vacation*: | \$1.00 |
| TOTAL: | \$45.53 |

**Deducted from Basic Hourly Rate after taxes.
**Two cents (\$0.02) of this amount to be remitted to the Capital District Masonry Institute; ten cents (0.10) to be remitted Bricklayers and Allied Craftworkers Local No. 2 Training and Education; and fifty-six cents (0.56) to the International Masonry Institute*

**Deducted from Basic Hourly Rate after taxes.
**Eleven cents (0.11) to be remitted Bricklayers and Allied Craftworkers Local No. 2 Training and Education; and fifty-five cents (0.55) to the International Masonry Institute*

**Deducted from Basic Hourly Rate after taxes.
**Six cents (0.06) to be remitted Bricklayers and Allied Craftworkers Local No. 2 Training and Education; and fifty-five-cents (0.55) to the International Masonry Institute*

Future Increases

| | |
|-------------------|--|
| <u>All Areas:</u> | 7/1/16: \$1.30 increase – distribution TBD |
| | 7/1/17: \$1.30 increase – distribution TBD |
| | 7/1/18: \$1.30 increase – distribution TBD |

| | |
|--|--|
| | 7/1/19: \$1.30 increase – distribution TBD |
| | 7/1/20: \$1.30 increase – distribution TBD |

Note: In the counties of Oneida, Herkimer, Madison (except the townships of Sullivan and Cazenovia) and Lewis (except except the townships of Diana, Croghan, Denmark, Pinckney, Harrisburg, Lowville, New Breman, Watson, Martinsburg, Montague, Highmarket and Grig) the industry fund will increase according to the following schedule:

- 7/1/15: Industry Fund will increase to \$0.12
- 7/1/16: Industry Fund will increase to \$0.14
- 7/1/17: Industry Fund will increase to \$0.16
- 7/1/18: Industry Fund will increase to \$0.17

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

Section 1. A., Schedule B. Tile, Marble, and Terrazzo Finishers. The scale of wages to be paid Tile Finishers, Marble Finishers and Terrazzo Finishers to be Effective 7/1/15 – distribution as follows:

Finishers Participating in Health Fund:

Albany, Glens Falls, Plattsburgh

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties

Syracuse & Oswego

Onondaga, Cayuga and Oswego counties, and the townships of Sullivan and Cazenovia in Madison County

Utica, Ogdensburg, Watertown

St. Lawrence, Oneida, Jefferson, Madison and Herkimer counties; Madison County, except the townships of Sullivan and Cazenovia; Lewis County except the townships of Diana, Croghan, Denmark, Pinckney, Harrisburg, Lowville, new Breman, Watson, Martinsburg, Montague, Highmarket and Grieg

7/1/2015

| | |
|---------------------|---------|
| Basic Hourly Rate: | \$24.92 |
| Health Fund: | \$8.66 |
| Local Pension Fund: | \$5.70 |
| IU Pension: | \$0.40 |
| IPFFPA: | \$0.12 |
| T&E**: | \$0.44 |
| Annuity: | \$0.65 |
| CIAP: | \$0.24 |
| ICE: | \$0.03 |
| Local Dues*: | \$1.23 |
| IU Dues*: | \$0.41 |
| D&B Fund*: | \$0.10 |
| PAC*: | \$0.02 |
| Vacation*: | \$1.25 |
| TOTAL: | \$41.16 |

**Deducted from Basic Hourly Rate after taxes.
**Two cents (\$.02) of this amount to be remitted to the Capital District Masonry Institute; six cents (0.06) to be remitted Bricklayers and Allied Craftworkers Local No. 2 Training and Education; and thirty-six cents (0.36) to the International Masonry Institute.*

7/1/2015

| | |
|---------------------|---------|
| Basic Hourly Rate: | \$23.93 |
| Health Fund: | \$8.05 |
| Local Pension Fund: | \$5.38 |
| IU Pension: | \$1.50 |
| IPFFPA: | \$0.44 |
| T&E**: | \$0.66 |
| Annuity: | \$0.65 |
| ASP: | \$0.17 |
| Local Dues*: | \$1.32 |
| IU Dues*: | \$0.41 |
| D&B Fund*: | \$0.10 |
| PAC*: | \$0.08 |
| Vacation*: | \$0.50 |
| TOTAL: | \$40.78 |

**Deducted from Basic Hourly Rate after taxes.
**Eleven cents (0.11) to be remitted Bricklayers and Allied Craftworkers Local No. 2 Training and Education; and fifty-five cents (0.55) to the International Masonry Institute*

7/1/2015

| | |
|---------------------|---------|
| Basic Hourly Rate: | \$24.43 |
| Health Fund: | \$8.05 |
| Local Pension Fund: | \$6.54 |
| IU Pension: | \$0.30 |
| IPFFPA: | \$0.08 |
| T&E**: | \$0.61 |
| Annuity: | \$0.65 |
| ASP: | \$0.12 |
| Local Dues*: | \$1.27 |
| IU Dues*: | \$0.41 |
| D&B Fund*: | \$0.10 |
| PAC*: | \$0.08 |
| Vacation*: | \$1.00 |
| TOTAL: | \$40.78 |

**Deducted from Basic Hourly Rate after taxes.
**Six cents (0.06) to be remitted Bricklayers and Allied Craftworkers Local No. 2 Training and Education; and fifty-five cents (0.55) to the International Masonry Institute*

Future Increases: Albany, Glens Falls, Plattsburgh

Finisher wage will be 80% of the setters rate

Future Increases: Syracuse, Oswego, Utica, Ogdensburg and Watertown

- 7/1/16: \$0.80 increase – distribution TBD
- 7/1/17: \$0.80 increase – distribution TBD
- 7/1/18: \$0.80 increase – distribution TBD
- 7/1/19: \$0.80 increase – distribution TBD
- 7/1/20: \$0.80 increase – distribution TBD

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

Finishers NOT participating in Health Fund (Albany, Glens Falls, Plattsburgh ONLY):

7/1/2015

| | |
|---------------------|---------|
| Basic Hourly Rate: | \$33.52 |
| Health Fund: | \$0.00 |
| Local Pension Fund: | \$5.70 |
| IU Pension: | \$0.40 |
| IPFFPA: | \$0.12 |
| T&E**: | \$0.46 |
| Annuity: | \$0.65 |
| CIAP: | \$0.33 |
| ICE: | \$0.03 |
| Local Dues*: | \$1.23 |
| IU Dues*: | \$0.41 |
| D&B Fund*: | \$0.10 |
| PAC*: | \$0.02 |
| Vacation*: | \$1.25 |
| TOTAL: | \$41.21 |

***Two cents (\$.02) of this amount to be remitted to the Capital District Masonry Institute; six cents (0.06) to be remitted Bricklayers and Allied Craftworkers Local No. 2 Training and Education; and thirty-eight cents (0.38) to the International Masonry Institute.
Deducted from Basic Hourly Rate after taxes.

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

B. The Union can reduce the hourly rate to increase fringe benefits contributions by equal amount contributed, provided the Association is given notice a reasonable time ahead of the effective date.

C. An employee subject to this Agreement who is laid off, discharged, or held up shall receive his/her wages in full at that time and allowed one-half hour to clean and pack his/her tools. Layoff slip must be provided in the envelope.

Employer shall give employee four (4) hours notice prior to layoff.

Employee shall give Employer four (4) hours notice before quitting.

D. Employees should be notified if the job is less than one (1) week's duration.

E. Movement of Employees.

(1) When 4 Contractor comes from another jurisdiction for the purpose of performing work under this Agreement, said Contractor shall be allowed to bring one (1) key man. All other employees come from within the jurisdiction of the Agreement.

Section 2. TRAVEL

For employees working out of the counties of Cayuga, Herkimer, Jefferson, Lewis (except the townships of Diana, Croghan, Denmark, Pinckney, Harrisburg, Lowville, New Breman, Watson, Martinsburg, Montague, Highmarket and Grieg), Madison, Oneida, Onondaga, Oswego and St. Lawrence counties ONLY:

A. From the respective applicable City Hall

0 - 15 miles Free Zone*

16 - 100 miles \$.30 per mile - The employee shall be paid for total mileage measured from City Hall.

101 - 200 miles \$60.00 per day - No mileage

over 200 miles \$60.00 per day plus \$.30 per mile measured to and from the 200 mile perimeter only on the days that the person actually travels (i.e. Monday, going to the job and Friday, returning).

* Free Zone is defined as follows: 0-15 miles measured from respective applicable City Hall. When signatory employers are travelling to other areas, travel will be paid from a center point established in the City of the employer. Center points are defined as City Hall in each of the major cities of Syracuse, Oswego, Utica, Watertown, Ogdensburg. In the event a signatory contractor works in a different city and hires a mechanic or finisher from that area, said employee will be paid travel from City Hall of said employee's city when working outside the free zone.

B. Section 2. In the event employees are required to be available and ready to work at the job site but cannot, due to the job conditions beyond their control, the expense rate per working day as set forth above shall be paid for each day such conditions exist.

Section 3. PARKING – In Albany area ONLY

Eight dollars (\$8.00) per day for one (1) vehicle inside the boundaries of: North-Clinton Avenue; West-Lark Street; South-Madison Avenue; East-Broadway in the City of Albany only. Driver is to furnish the Employer with receipt prior to payment.

Section 4.

There shall be a single rate for all Workers, except Foremen, on a single job employed by each Employer. There shall be a single rate for all Finishers, except Foremen, on a single job employed by each Employer.

Section 5.

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

ARTICLE V FRINGE BENEFIT FUNDS AND FRINGE BENEFIT REPORT FORMS

Section 1. Health Fund

(1) Effective July 1, 2000, as determined by Union, Employers shall contribute an amount per hour for each hour worked to employees covered by this Agreement into the Bricklayers & Allied Craftworkers Health Benefit Funds.

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 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.

(2) Tile, Marble, and Terrazzo Finishers. Employers, who entered the trade under this Agreement prior to July 1, 1991, have the option to participate in the Bricklayers & Allied Craftworkers Local No. 2 Health Benefit Funds. Those employees who take this option will have the Employer contribute into the Bricklayers and Allied Craftworkers Local No. 2 Health Benefit Funds the amount specified in the article on Wages contained in this collective bargaining Agreement. Once the employee designates his/her choice to participate in the Fund, he/she cannot withdraw from it.

Section 2. Pension Fund

(1) The Employers agree to pay, as determined by Union, an amount for Pension per hour plus an amount per hour for supplemental I.U. Pension Fund for each hour for which the employee has worked for all employees covered by this Agreement, to the Bricklayers & Allied Craftworkers Benefit Funds. The contribution of 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.

(2) Tile, Marble, and Terrazzo Workers.

(A) The Employer hereby agrees to be bound by and to the above stated Agreements and Declarations of Trusts, as though he/she had actually signed the individual documents and further agrees to be bound by all actions taken by the Trustees of these funds pursuant to said Agreements and Declaration of Trusts.

(B) The Employer hereby irrevocably designates as its representative on the above stated Boards of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

(C) For the purpose of this Article, each hour worked for, including hours attributable to show-up time, and all other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as

hours for which contributions are payable to each fund designated in Section 1 of Article IV.

(D) Contributions shall be paid on behalf of all covered employees starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, journeymen, apprentices, finishers, trainees and probationary employees.

(E) All contributions shall be made at such time and in such a manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the time books, payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the funds designated in this Article. Any Employer found, as a result of an audit ordered by the Trustees of one of the fringe benefit funds, to have been substantially inaccurate in reporting shall be charged the full costs of such audit.

(F) If the Employer fails to make any contribution specified in this Article, within seven (7) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary, including the withdrawal of manpower, to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of payments due together with attorney's fees, interest and such liquidated damages as may be assessed by the Trustees. The Union shall act in accordance with Article IX.

(G) In the event that one (1) or more unions wish to change from the current Health Fund or All Joint Benefit Funds, the Employers covered by this Agreement shall contribute to the funds of the union's or unions' choice.

Section 3. Vacation Fund

The Employer shall continue to withhold the amount specified in Article IV, Section 1 or Article XXIX per hour, for each hour worked by employees in the geographical jurisdiction of the Union. The Fringe Benefit Report Forms will be used as the system of withholding. The 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 amendment thereto, shall be considered as a part of this Agreement as though set forth here at length.

Section 4. Annuity Fund

The employers agree to continue to pay as per schedule contained in Article IV, 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 5. Bricklayers and Allied Craftworkers Local No. 2 Training and Education Fund

A. 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 IV, Section 1, or Article XXIX, Section 4, as determined by the Union, as appropriate, 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 Training and Education Fund is included in the Fringe Benefit Report Forms.

B. The Fund will be established and maintained in accordance with applicable law as a jointly administered trust fund under Labor-Management Relations Act of 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.

C. The Bricklayers and Allied Craftworkers Local No. 2 Training and Education 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.

D. Tile, Marble, Terrazzo Workers 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 cost of its operations.

E. Mason's Promotional Fund:

The amount specified in Article IV, Section 1 A, Schedule A and B, as determined by the Union, for each hour worked, shall be contributed to the Bricklayers and Allied Craftworkers Local No. 2 Promotion Fund. Said monies shall be distributed according to Article III, Section 1 A, Schedule A and B. These monies are included in the Training and Education portion of the Fringe Benefit Report Forms.

F. International Masonry Institute:

The amount specified in Article IV, Section 1 A, Schedule A and B, 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 IV, Section 1 A, Schedule A and B. These monies are included in the Training and Education portion of the Fringe Benefit Report Forms. Albany Area ONLY

G. Capital District Masonry Institute:

The amount specified in Article IV, Section 1 A, Schedule A and B, as determined by Eastern Contractors Association, Inc. and Construction Employers of Central New York, Inc. for each hour worked, shall be distributed according to Article IV, Section 1 A, Schedule A and B. These monies are included in the Training and Education portion of the Fringe Benefit Report Forms.

Section 6. Industry Funds: Construction Industry Advancement Program/Administration and Safety Program

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.

Employers working in the counties of Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington 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.

Employers working in the counties of Cayuga, Jefferson, Onondaga, Oswego and St. Lawrence shall continue to pay to the Administration and Safety Program of the Construction Employers Assoc. of C.N.Y., Inc., 6563 Ridings Road, Syracuse, New York 13206, the appropriate amount as specified in Article IV of this Agreement that covers wages and fringes, for which wages are payable during said calendar month to any employee covered by this Agreement.

Employers working in the counties of Herkimer, Lewis (except the townships of Diana, Croghan, Denmark, Pinckney, Harrisburg, Lowville, New Breman, Watson, Martinsburg, Montague, Highmarket and Grieg), Madison and Oneida shall pay the appropriate amount of Industry Funds as specified in Article IV of this Agreement that covers wages and fringes for which wages are payable during said calendar month to any employee covered by this Agreement. These monies shall be divided evenly between the Industry Fund of Eastern Contractors Association, Inc., 6 Airline Drive, Albany, New York 12205 and the Administration and Safety Program of the Construction Employers Assoc. of C.N.Y., Inc., 6563 Ridings Road, Syracuse, New York 13206

These Industry Funds will be included in the Bricklayers Local 2 Fringe Benefit Report forms and remitted in conjunction with these fringe benefits to the Bricklayers Local 2 Welfare and Pension 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 7. International Council of Employers of Bricklayers and Allied Craftworkers

For Employers performing work in the Albany, Glens Falls and Plattsburgh areas ONLY.

The employers agree to pay as per schedule contained in Article IV, 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 Craftworkers' 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 8. Delinquencies.

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

Section 9. EMPLOYEE ASSESSMENT DEDUCTION

(1) A. 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 III*, per straight-time hour worked, or the appropriate overtime rate worked, to said employee while said Employee Assessment Deduction Authorization is in effect and has not been duly revoked.

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

B. The above monies will be included in the Fringe Benefit Monthly Report Forms, furnished by the Union, and are to be filled out by the Employer and submitted to the Capital Area Bricklayers and Allied Craftworkers Health Benefit Funds office.

(2) The Local Union -will provide the Employee Assessment Deduction Authorization forms which will state:

COMBINED BACPAC & IU & LOCAL CHECK-OFF AUTHORIZATION

I hereby authorize any of the various Individual Employers who are signatory to a 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 the sum which the Union has specifies from time to time. as the portion of my Union dues to said Union, to the International Union, or 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 from year to year, unless sixty (60) days prior to the termination or 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) [setter]; two cents (\$.02) [finisher] | Albany/Glens Falls/Plattsburgh |
| _____ | eight cents (\$.08) [setter and finisher] | Syracuse/Oswego |
| _____ | eight cents (\$.08) [setter and finisher] | Utica/Ogdensburg/Watertown |

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, that BACPAC will use the money contributed to that effort to make political contributions and expenditures in connection with the 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 the authorization of 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 Number _____

Contributions or gifts to the Bricklayers and Allied Craftworkers and/or 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.

(3) The Local Union will provide the Benefit and Defense Fund Authorization forms 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 BAC Local No. 2, Albany, NY. to deduct from my pay the sun 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 made from my earned pay on each regularly scheduled payday and shall be remitted to the BAC Local No. 2, Albany, NY Work Assessment fund at the same time and is the same manner as the Pension and Welfare Fund Contributions. This authorization shall be automatically renewed from year to year, unless sixty (60) prior to the renewal date I revoke this authorization by written notice lo the Union and to the individual Employer by whom I am employed.

Date _____, 20_____

Signature _____

Social Security Number _____

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

Section 10. Fringe Benefit Report Forms:

A. Each Employer shall make the payments as called for in Article IIV, Sections 1 A, Schedule A and B 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.

Cash payment to an employee in lieu of fringe benefit payments to the funds office 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 IX.

See Appendix 1 for a complete copy of the Funds' Collection Policy.

Section 11. Limited Exemption for Partners, Officers, Shareholders, or Owners.

Signatory Employers are not obligated to remit fringe benefit contributions on behalf of one (1) partner, officer, shareholder, or owner who performs bargaining unit work as defined in Article XV. The Employer shall be entitled to this exemption for one (1) partner, officer, shareholder, or owner only where it has submitted a

written application to the Union for such exemption and the union has granted the application is a member of the Union and that the application is complete as set forth herein. The decision of the union shall be issued promptly and in writing. The Union shall provide a copy of the decision to the Association and the Funds.

The signatory Employer must make such a written application to the Union. The application must contain the signature of the Employer and must state if the partner, officer, shareholder, or owner is covered by the Employer's independent employee benefit plans. Further, the application must contain the signature of the partner, officer, shareholder or Owner, his/her consent to the exemption, acknowledgement of ineligibility for benefits or credits from the Funds for such employment, and release of the Funds from benefit and liability. A copy of the application must be sent to the Association and the Funds.

Once the exemption is granted by the Union, it may not be unilaterally withdrawn by the Union. Further, to retain the exemption, the Union may inquire the Employer to report the numbers of hours of bargaining unit work performed by partner, officer, shareholder, or owner.

Absent compliance with this Article and Section, the Employer will be obligated to remit fringe benefit contributions on behalf of all hours bargaining unit work performed by all its partner, officers, shareholders, or owners performing bargaining unit work as defined in the Preamble.

This exemption does not apply to any other type of employee who performs bargaining unit work as defined in the Preamble. Employers must remit contributions on behalf of all other employees performing bargaining unit work regardless of the Union's ability to supply employees of the project.

Disputes shall be resolved by the Joint Arbitration Board under Article IX.

LIMITED EXEMPTION FOR CORPORATE OFFICERS & SHAREHOLDERS FORM

I, _____ hereby apply for the Limited Exemption for Corporate Officers & Shareholders as stated in the Collective Bargaining Agreement between _____ and Bricklayers and Allied Craftworkers Local No. 2. I am an officer or shareholder of the corporation. I understand and consent to the exemption. I understand and acknowledge that I will not receive or be eligible for benefits or credits from the Funds for such employment. Further, I release the Funds from any and all benefits and liabilities.

Date _____

I, Robert Mantello, President of Bricklayers and Allied Craftworkers Local No. 2 NY/VT, due hereby grant the limited exemption for Corporate Officers and Shareholders in accordance to the Collective Bargaining Agreement between the Employer and the Union.

Date _____

Section 12. The Union and Associations are not bound by the grievance and arbitration procedure of this Agreement when pursuing collection of delinquent dues deductions, Vacation Fund, Defense and Benefit Fund, Political Action, Industry Fund or other monies owed to the Union, Fringe Benefit Funds or the Association; they may proceed with any and all avenues and remedies they deem appropriate to collect that delinquency or enforce the Employer's obligation.

ARTICLE VI HOURS

A. Section 1. The regular working hours under this Agreement shall be eight (8) hours a day between the hours of 8:00 a.m. and 4:30 p.m., except as provided by Section 3 of this Article, and the regular working days are Monday, Tuesday, Wednesday, Thursday, and Friday. Any time worked after regular working hours, Monday through Friday and Saturday, to be paid for at the rate of time and one-half (1 1/2), Double time shall be paid for any hours worked Sunday, and legal holidays. Legal holidays are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. An employee for whom work is scheduled or bid for

times other than those enumerated above shall be paid double time.

Section 2. Eight (8) hours shall constitute a work day. If employee of his/her own volition or choice should leave the job before completing eight (8) hours of work, he/she will be paid only for the hours actually worked. It shall also be the responsibility of each employee to report the actual hours worked.

Section 3. Flexible starting time permissible between 6:00 a.m. and 8:00 a.m. by mutual consent of Employer and the employee.

Section 4. In regards to a regular working days hours if an unusual condition presents itself, the matter shall be submitted to the Arbitration Committee for clarification and decision.

Section 5. To the extent permitted by law, the work week may be four days in duration (Mon. – Thurs.) with each day consisting of ten (10) hours work at the straight-time rate. Any work performed outside these limits would be at the appropriate overtime rate. It is the intent of the parties that a 4-10s schedule shall be for a minimum of four (4) days in a row. Where a 4-10s schedule is worked, Friday shall be allowed as a make-up day. If, however, weather prohibits work on Friday, Saturday is allowed, but will be worked at the appropriate overtime rate.

Section 6. 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. If it is determined by the Joint arbitration board as outlined in Article VIII 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 7. Saturday is also payable at the straight time rate if the employee misses work, except where a doctor's or hospital's verification of illness is produced Monday through Friday when work was available to the employee. The intent is to challenge the abuse of some employees missing work Monday through Friday intentionally and then going back to work for time and one half (1-1/2) pay on Saturday.

B. Tile, Marble, and Terrazzo Finishers

Section 1. Finishers, at work away from home, shall be guaranteed eight (8) hours pay.

Section 2. Employees shall have five (5) minutes to clean tools at end of each day.

ARTICLE VII SHIFT WORK AND 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 receive an extra \$1.50 per hour shift premium. It is understood that there is no guarantee, that on a given day, one (1) shift might not vary due to weather, equipment breakdown or changes in operation schedules.

Section 2. A. On three (3) shift operations, the second shift shall receive \$1.50 per hour shift premium; and the third shift shall receive an extra \$2.00 per hour shift premium. Each shift shall be eight (8) hours. It is understood that there is no guarantee, that on a given day, one (1) shift might not vary due to weather, equipment breakdown or changes in operation schedules.

B. On three- (3) shift operations, the third shift shall be considered as falling on the same day of the week as the first and second shift.

Section 3. On multiple shift work, the work week shall start no earlier than 6:00 a.m. The Employer 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, Sunday and Holidays may be included, on which days, however, the appropriate overtime rate shall be paid. There shall be approximately an equal number of employees employed on each shift where practical.

Section 4. No individual employee shall be permitted to work on two (2) shifts except foremen or welders.

Section 5. In the event of an unusual condition, the starting time may be waived by mutual consent of the Employer and the Union. There shall be approximately an equal number of employees employed on each shift where practical.

Section 6. Occupied Premises – A shift may be worked in any occupied building outside of the regular work hours and the tile setters and finishers shall receive an additional \$1.50 per hour. On Saturdays, Sundays and holidays, work shall be performed at the appropriate overtime rate. The Employer is to notify the area Field Representative when this work will occur.

ARTICLE VIII PAYMENT

Section 1. All envelopes to be plainly marked as to name of Employer, employee, amount of wages, hours worked, and all deductions such as Social Security, withholding tax, Vacation Fund, including Health and Pension Fund payments. All employees are to be covered by compensation, unemployment insurance, Social Security, and disability benefits.

Section 2. Wages shall be paid by cash. Members of the Association may pay wages by check. Other Employers and the Union may agree to pay by check; if so, the following conditions shall be met:

- No more than two (2) days shall be withheld.
- Payment by check, no later than 4:30 p.m. on Thursday.
- Payment by cash, no later than 4:30 p.m. on Friday.

Section 3. Upon notice and demand by the Union, an individual Employer, without established credit, shall be required to secure a bond, or deposit cash to guarantee the payment of all wages and fringe benefits, as provided for under the terms of this Agreement.

Section 4. Each Employer, appearing on the delinquency reports for non-payment of fringe benefits, will be required to promptly post a surety bond or deposit cash to guarantee payment of wages and fringe benefits.

Section 5. The Employer shall pay wages at specified time. If Employer fails to do so, he/she may be liable for waiting time not to exceed two (2) days.

ARTICLE IX ARBITRATION

Section 1. All disputes which may arise under the terms and conditions growing out of this Agreement shall be settled by arbitration. There is to be no work stoppage of work pending settlement by arbitration. All requests for arbitration shall be: made in writing; and include a statement of alleged violations and specific provisions of the contract allegedly violated and detail all efforts to resolve the dispute; and be served upon the Employer or Union with a copy to the Association. Arbitration Board to consist of three (3) members selected by the Party of the First Part and three (3) members selected by the Party of the Second Part. Since the deliberation of this Arbitration Board will involve the peculiar facts, processes and customs of the Tile, Marble, and Terrazzo business, such members of the Party of the Second Part shall be Tile, Marble, and Terrazzo members of the Bricklayers and Allied Craftworkers Local No. 2 covered by this Agreement. The Party of the First Part shall have the right to have an equal amount of members as the Party of the Second Part. Business Agents of each local shall have the privilege of serving on the committee. The decision of this Board shall be final and binding on both Parties.

Section 2. In the event that the Arbitration Board cannot agree upon the question in controversy, each Party shall designate an arbitrator; and the two (2) shall choose a third; and the third shall constitute an Arbitration Board. Both Parties shall supply each arbitrator with all data and information bearing on the controversy, and the cost of such arbitration shall be borne equally by both Parties of this Agreement. The award of such Arbitration Board shall be binding and final on both Parties who shall have no recourse to any other tribunal or procedure. Pending the final award of such Board, it is hereby agreed that there shall be no strikes, lockouts or stoppage of work, individually or collectively, on any project involved in the controversy.

Section 3. 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 (1) terminate this Agreement and/or (2) withdraw the services of its members from the Employer, and/or (3) 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 X BONDING

Section 1. Employer without established credit shall post a bond of ten thousand dollars (\$10,000.00).

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 dollars (\$10,000.00) bond 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 the Joint Arbitration Board. The Employer covered under the terms of this Agreement will be required to post a ten thousand dollars (\$10,000.00) bond with the Union.

ARTICLE XI FOREMEN

A. Tile, Marble, and Terrazzo Workers.

Section 1 All foremen shall be mechanics in their respective trades with at least six (6) years experience. When five (5) mechanics are employed and up to nine (9) mechanics, the foreman shall receive at least one dollar (\$1.00) per hour more than the Journeyman's wage. When ten (10) or more mechanics are employed, he/she shall receive at least two dollars (\$2.00) per hour more than the Journeyman's wage; and he/she shall not use the tools of the trade. When two (2) or more mechanics are employed, one (1) of them shall be foreman.

B. Tile, Marble, and Terrazzo Finishers.

Section 1. All foremen shall be qualified and experienced in the trade.

Section 2. When three (3) or more finishers are employed on a project, one (1) shall be appointed foreman.

Section 3. When ten (10) or more finishers are employed on a project, the foreman shall receive at least fifty cents (\$.50) per hour above the Finishers' scale.

Section 4. There shall be no restriction as to the appointment by the Contractor of a foreman. The foreman must be competent in the particular line of work to be accomplished.

Section 5. The Party of the First Part may have the privilege to pay the appointed foreman, regardless of the number of members employed, additional compensation not to exceed twenty-five cents (\$.25) per hour above the finishers' rate, when the circumstances in his/her judgment requires it.

Section 6. The finisher foreman shall not be restricted from performing regular duties, and he/she must consult with worker foreman so that proper coordination and efficiency are maintained on all jobs.

Section 7. The finisher foreman shall work under the direction of the superintendent and worker foreman at all times.

ARTICLE XII ASSOCIATION SECURITY

Section 1. The Union recognizes Eastern Contractors Association, Inc. and Construction Employers Association of Central New York, Inc. as the exclusive bargaining representatives 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 Employer who are not designating members of Eastern Contractors Association, Inc. or and Construction Employers Association of Central New York, 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.

Section 5. This Agreement will be available for organizing purposes on a single project basis once per newly organized Employer within one month of organization. The Union will furnish Eastern Contractors Association, Inc. and Construction Employers Association of Central New York, Inc. with a list of all signatory Employers as of the date of this Agreement. The Union will furnish Eastern Contractors Association, Inc. and Construction Employers Association of Central New York, Inc. with a copy of all Project Labor Agreements, owner understandings, specific to the jurisdiction of this Agreement, International Agreements, etc. within one month.

ARTICLE XII I PROTECTION

The Union shall not afford to any other Employer with whom it signs a contract, terms or conditions more favorable than those incorporated in this contract.

ARTICLE XIV SEVERABILITY

If any provision of this Agreement shall violate any applicable stature 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 provision or Article shall be void.

ARTICLE XV JURISDICTION

A. Tile, Marble and Terrazzo Worker.

Section 1. All surfaces to receive tile from metal lath, brick and/or block walls starting with a scratch coat and including mortar bed, setting bed and/or float coat shall be the work of the Tile Worker, thus enabling him/her to control with accuracy the dimensions of his/her finished product. This shall apply to the cold wall and wet wall methods. Where patching of existing gypsum plaster surfaces is required, it shall remain the work of the plasterer.

Section 2. The mechanical grouting of all ceramic walls and floors and the honing, buffing, polishing and patching of all marble products, either by hand or by hand held power equipment shall be the work of the I.U. of B.A.C. employees, signatory to this Agreement. Also, all chemical process work including desotex, magnesite, polyester terrazzo, all epoxy and seamless work shall be performed by the employee referred to in this Agreement. This will include the mixing, dressing, sealing, and use of all machinery, tools, appliances or methods which may be practical in the performance of their duties.

Section 3. All interlocking paving brick, brick pavers and hex brick or any other shape of brick regardless, set in a sand bed, bituminous bed or any other type of underlayment, shall be the work of the Tile and Terrazzo Worker.

Section 4. This work shall be assigned by virtue of a Jurisdictional Agreement between the crafts involved and, being part of this Agreement, such arrangement is binding on the Parties signatory to this Agreement.

Note: Tile Setter and Tile Finisher geographical jurisdiction are to be the same.

B. Tile, Marble, and Terrazzo Finishers. WORKING CONDITIONS

Section 1. The Employer on any job shall determine the number of finishers to be employed, and the established customs of each trade as outlined below shall be performed and maintained by the Finishers, These are in general but not limited to the following:

Section 2. Finishers shall do all the cleaning and grouting, mixing, handling and distributing of all materials used by a Marble Mason in connection with marble, slate, precast terrazzo, etc.

Section 3. Finishers shall do all the mixing, grouting, cleaning, handling and distribution of materials used by a Tile Worker in connection with ceramic tile, quarry tile, pavers, etc.

Section 4. Finishers shall do all the mixing of sand and cement, terrazzo chips, including all compositions, and handle and distribute all materials used by the Terrazzo Worker.

Section 5, Finishers shall do all the grinding, polishing, grouting, cleaning and waxing on all terrazzo (and/or composition) put down by the Terrazzo Worker.

Section 6. The Parties hereto shall use their best efforts in the industry's and public's interest to increase production and reduce costs by maintaining more hour output and to use all machinery, tools, appliances or methods which may be practical.

Section 7. No Employer, nor anyone having financial interest in a company, shall perform the duties of a Finisher,

Section 8. All out of town contractors permitted to bring one (1) key man only.

Section 9. No Finisher shall be required to report to the shop before 7:30 a.m. or after 4:30 p.m. to receive orders.

**ARTICLE XVI
INTERPRETATION**

The Joint Committee reserves the right to make final interpretation of any of the Articles of this Agreement, subject to the rules for arbitration set forth in Article IX.

**ARTICLE XVII
STEWARDS**

A. Tile, Marble, and Terrazzo Workers.

Section 1. Stewards must be appointed in all shops by the Field Representative or President of the Union, who shall notify the Employer or his/her representative of such appointment. The steward shall be a member of the Party of the Second Part. Before a shop steward is discharged, the Field Representative/Local President has to be notified. If the Field Representative/Local President and Employer cannot agree on the discharge of the steward, the question shall be referred to the Joint Arbitration Committee.

Section 2. The stewards shall represent the Union's interest and work with the tools.

Section 3. Pending a hearing and decision by the Joint Arbitration Committee, if the shop steward is wrongfully discharged, no pay shall be lost by him/her. The first employee on the job is responsible for the pension and health record reports.

B. Tile, Marble, and Terrazzo Finishers.

Section 1. It is recognized that the Union has the right to appoint the job steward. The Field Representative/Local

President must inform the Employer, or his/her representative, of such appointment. Stewards shall be allowed reasonable time to perform their duties on the job.

ARTICLE XVIII TOOLS

Section 1. When working with epoxy, the Employer shall furnish necessary protective items of clothing.

Section 2. Employer shall provide rain gear. Employee shall take adequate care of same and return same to Employer in proper condition.

Section 3. Employee to work for two weeks with his own tools. Employer to provide replacement floats and sponges if required.

A. Tile, Marble, Terrazzo Workers.

Section 1. Light leads and notched trowels to be furnished by Employer. Chisels, cutting wheels to be sharpened by the Employer. Employee to be responsible for sharpening only chisels and wheels dulled by work on his/her project. Employer to supply tools for cutting material larger than 8" by 8".

Section 2. Employer to furnish all power tools. Employee shall take reasonable care to maintain and return same.

B. Tile, Marble, and Terrazzo Finishers

Section 1. Employer shall provide protective clothing in periods of inclement weather or due to conditions on the job.

Section 2. Finisher must have the proper tools to perform his/her job (such as, trowel, hammer, chisel, rubber gloves, etc.).

Section 3. PROTECTION.

Any Employer of six (6) or more employees is required to supply suitable arrangements under lock and key for storing employee's tools against fire and theft from force of entry. Employee is to use reasonable precautions when storing his/her tools and equipment outside of regular working hours. Employer is to cover such loss by proper methods.

ARTICLE XIX PRESERVATION OF WORK

Section 1. (a) It is contrary to the sound business principles and spirit of this Agreement for Employers to work with the tools, thus depriving workmen of employment and in no case shall more than one (1) member of a firm be permitted to work with the tools.

(b) Only one (1) member of the firm (i.e. partner, officer, stockholder or owner) will be allowed to work with the tools provided, however, that when there is work for only one (1) mechanic, no member of the firm will be allowed to work with the tools.

(c) In the event it is claimed that this clause is being violated by any Employer or the Union, any party to the Agreement or the Association may file a grievance under the Arbitration provisions of this Agreement.

(d) A "Contractor" or "Employer" within the meaning of this Article includes any individual or the spouse of any individual who - no matter what the form of the enterprise may be - is alone or jointly a real party in interest in the contracting establishment or, as legal or undisclosed or disclosed beneficial owner, or corporate officer or director or otherwise directly or indirectly manages, directs, or controls the business.

(e) Where the one (1) member of the firm to work with tools is designated by such firm, he/she shall be identified by name in advance to both Parties.

(f) No sole proprietor, partner, stockholder or officer of any Employer shall perform any work when it comes within the jurisdiction of Union 2, unless at least one (1) journeyman is working at each shop.

(g) An owner, proprietor, partner, stockholder or officer of any Employer may perform work with the tools, only on the following types of structures: rehabilitation residential projects/fast food service; multiple housing, and any type of high rise rehabilitation construction.

(h) The provisions included in this Article dealing with "Preservation of Work" shall be effective commencing May 1, 1971.

Section 2.

(1) Effective May 1, 1970, an Employer working with tools shall be restricted against overtime work in such capacity. The privilege of such overtime work shall be reserved for Journeymen.

(2) Any employee who goes into the contracting business shall not work for any other Contractor, nor shall any Contractor employ any such person. Also, if the individual decides to discontinue contracting, he/she is ineligible to work as a Journeyman for another Contractor for a period of one (1) year from the time he/she went into the contracting business.

(a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, or as a corporation, company partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any substantial degree of ownership, management or control, the economic terms and conditions of this Agreement shall be applicable to all such work.

(b) As a remedy for violations of this Section, the Arbitration Board or the Arbitrator shall, at the request of the Union, require an Employer to pay the equivalent of wages and fringe benefits lost by employees covered by this Agreement, as a result of such violations to each such employee and to the appropriate fringe benefit trusts respectively. Provision of this remedy herein does not make such remedy the exclusive remedy available to the Union for violations of this section; nor does it make the same or other remedies unavailable to the Union for violations of this section on other articles of this Agreement.

ARTICLE XX COFFEE BREAK

A. Tile, Marble, and Terrazzo Workers. A ten (10) minute coffee break will be allowed in the morning. A ten (10) minute break in the afternoon. Employees shall remain at place of their work.

B. Tile, Marble, and Terrazzo Finishers. A ten (10) minute coffee break in the morning and in the afternoon is permitted, when coffee is available in the immediate vicinity of the job site. Such privilege to continue unless abused by employee.

ARTICLE XXI SUBCONTRACTING

A Tile, Marble, and Terrazzo Workers.

Section 1. (1) The Contractor subletting any portion of a job or work on a job site shall as a condition preceding such subletting, request the subcontractor to meet with the representatives of the Union for the purpose of complying with the provisions of the Agreement for such work.

(2) In addition, the Contractor shall provide in any subcontract that the subcontractor shall conform to the terms of this Agreement insofar as wages, hours and working conditions are concerned.

(3) If it is found that the subcontractor is not complying with Paragraph (1) above, the Union shall give the Contractor forty (40) hours notice in writing before any action is taken.

(4) Responsibility of the Contractor for loss of wages and benefits shall be limited to the amount of monies due to the subcontractor by the contractor as of the date of written notice.

Section 2._The Employer agrees that this Agreement will bind and be for the benefit of any corporation or company which may exist or be formed in which the Employer or its principals may have a substantial financial or proprietary interest. If such company is engaged in construction work coming within the work jurisdiction of the Unions party hereto and any other work normally covered by this Agreement.

Section 3._The General Contractor, Prime Contractor, Builder, or Subcontractor agrees that they will not subcontract any work covered by this Agreement to any of their employees in order to circumvent the payment of wages, fringe benefits and working conditions, provided for herein.

Section 4. The 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, alterations, or repair of a building, structure, road or other work, he/she will subcontract such work only to an Employer of person who will agree to comply with all the terms and conditions of this Agreement.

ARTICLE XXII NOTICE

A. Tile, Marble, and Terrazzo Workers. The Field Representative/Local President of each respective Union shall be notified by the Contractor prior to commencement of work.

ARTICLE XXIII ORGANIZING

A. Tile, Marble, and Terrazzo Workers. Newly Organized Workers working under the jurisdiction of this Agreement will receive seventy percent (70%) of the mechanics wage, plus all fringe benefits agreed upon, where allowable by law and for no more than five hundred (500) working hours. Then the Newly Organized Workers must register as a Worker apprentice with due consideration for time served. Newly Organized Workers who become apprentices shall serve an apprenticeship of at least two thousand (2000) working hours. The Employer shall notify the Union of the hiring of any Newly Organized Workers.

B. Tile, Marble, and Terrazzo Finishers. Newly Organized Finishers working under the jurisdiction of this Agreement will receive seventy percent (70%) of the Finishers wage, plus all fringe benefits agreed upon, where allowable by law and for no more than five hundred (500) working hours. Then the Newly Organized Finishers must register as a Finisher apprentice with due consideration for time served. Newly Organized Finishers who become apprentices shall serve an apprenticeship of at least two thousand (2000) working hours. The Employer shall notify the Union of the hiring of any Newly Organized Finishers.

C. The parties will meet and draft language on training and recruitment of new Tile Workers and Finishers. The selection and training shall be a joint labor-management function.

ARTICLE XXIV MOONLIGHTING AND LUMPING

Any member working under the jurisdiction of this Agreement found moonlighting or lumping will be prosecuted under the International Union of Bricklayers and Allied Craftworkers Constitution and Codes.

ARTICLE XXV SAFETY TRAINING

Section 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 programs, Owner safety programs, 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 the Employer agree that the skill and safety requirements are 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 the request of the Union.

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

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

Section 2. The Union shall present to the Trustees of the Joint Apprentice Training Fund the request to:

- A. One time fit test all future apprentices within the first year of employment.
- B. Conduct Blue Print Reading.
- C. Conduct 8-Hour Scaffold Erector Fall Protection Training.

D. Substance Abuse Awareness Training.

Section 3. The Union, ECA, and the Employers will provide the following minimum training and certification contingent upon ECA securing the grant from the NYS Department of Labor Occupational Safety and Health Hazard Abatement Board.

- A. OSHA 10-Hour Construction Safety Outreach, 4-Hour MSDS Certification Training, 4-Hour Scaffold User/Fall Protection Training.
- B. 4-Hour Confined Space.
- C. 6-Hour Ergonomic.
- D. 8-Hour Basic First Aid/CPR Training.
- E. Substance Abuse Awareness Training.
- F. Silica Training for Construction.

Section 4. All Foremen shall be provided:

- A. 10-Hour Scaffold Workshop.
- B. Foreman Course and Supervisory Training Program (STP).

**ARTICLE XXVI
APPRENTICE WAGES & WORKING CONDITIONS**

Section 1. Tile, Marble, and Terrazzo Workers. No Employer shall have the privilege of having a worker apprentice until he/she has been a recognized Contractor of Tile, Marble, Terrazzo Industry for one (1) year. The term of Apprentices shall be three (3) years.

Section 2.

(1) Tile, Marble, and Terrazzo Workers. The rates for apprentices are:

| TERM- Working Hours of Covered Employment | WAGES - Percent of Journeypersons Rate | FRINGE BENEFITS |
|---|--|--|
| 0-500 | 60% | No Local Pension. All other benefits in full. |
| 501-1500 | 70% | No Local Pension. All other benefits in full. |
| 1500-2500 | 80% | 1/2 Local Pension. All other benefits in full. |
| 2501-3500 | 85% | 1/2 Local Pension. All other benefits in full. |
| 3501-4500 | 90% | 3/4 Local Pension. All other benefits in full. |
| 4501-6000 | 95% | Full Benefits |

(2) Tile, Marble, and Terrazzo Finishers. The rates for apprentices are:

| TERM- Working Hours of Covered Employment | WAGES - Percent of Journeypersons Rate | FRINGE BENEFITS |
|---|--|--|
| 0-500 | 70% | No Local Pension. All other benefits in full. |
| 501-1500 | 80% | No Local Pension. All other benefits in full. |
| 1501-2500 | 90% | 1/2 Local Pension. All other benefits in full. |
| 2501-3700 | 95% | 1/2 Local Pension. All other benefits in full. |

Section 3. Tile, Marble, and Terrazzo Workers. Worker apprentices shall receive an amount of receipt coupons equal to the amount of hours worked in wages.

No worker apprentice is permitted to work alone unless the Employer feels that the worker apprentice is capable.

Section 4. Tile, Marble, and Terrazzo Finishers. In case of a layoff on any job by a Contractor, the apprentice finishers will be laid off before any finishers are laid off provided the finisher is qualified to perform the work.

Section 5. Joint Apprenticeship Committee composed of equal numbers of Employers, as chosen by the Association, and the Union Representatives. All apprentices shall be governed by the Joint Apprenticeship Committee. Any questions that may arise must be taken before the Joint Apprenticeship 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 Apprenticeship Committee trains and produces the apprentices.

The Employer cannot lay off a mason apprentice unless he/she has given the Joint Apprenticeship Committee or Union Business Agent two (2) days' notice. If Employer does not provide said notice he/she is subject to fine or reprisal by the Joint Apprenticeship Committee. The apprentice cannot leave the employ of the Employer unless he/she has provided the Joint Apprenticeship Committee with the same two (2) days' notice. All apprentices must be registered with the Joint Apprenticeship Committee and the New York State Department of Labor.

ARTICLE XXVII SHOW - UP TIME

In the event employee is required to be available for work but cannot due to the fault of the Employer show-up time of one (1) hour shall prevail.

ARTICLE XXVIII UNION SECURITY

Section 1.

A. All Employers.

(1). Tile Workers. 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 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.

(2). Tile Finishers. The failure of any person to make application to the Union within said period of time shall obligate the Employer, upon notice from the Union to the such effect and to the 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.

B. Eastern Contractors Association, Inc. and Construction Employers Association of CNY, Inc. - All firms which are members of Eastern Contractors Association, Inc. or Construction Employers Association of CNY, Inc. and are parties to the Eastern Contractors Association, Inc./Construction Employers Association of CNY, Inc. and Bricklayers and Allied Craftworkers Local Union No. 2, Tile Workers and Tile Finishers Agreement, or which have designated to either Association bargaining rights for the Eastern Contractors Association, Inc./Construction Employers Association of CNY, Inc. and Bricklayers and Allied Craftworkers Local Union No. 2 Tile Workers and Tile Finishers Agreement will be covered by the appropriate Associations' recognition policy for the Bricklayers and Allied Craftworkers Local Union No. 2.

C. For Employers based in Cayuga, Oneida, Herkimer, Jefferson, Madison, Onondaga, Oswego and St. Lawrence counties ONLY:

NON-ASSOCIATION EMPLOYER - Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future jobsites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employee's exclusive representative as a result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB election.

**ARTICLE XXIX
NON-DISCRIMINATION**

Section 1, 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.

Section 2. It is recognized that there are specific subcontract requirements for D/M/WBE participation in most public work contracts and that certain exceptions to the Subcontracting Article (XXII) 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 XXX
LABOR – MANAGEMENT**

The parties agree to continue to mutually support in the Upstate New York Trowel Trades Labor-Management Committee and other ongoing labor-management activities.

**ARTICLE XXXI
DRUG TESTING**

Section 1. If as a condition of working on a project, drug testing is required of the employee, Eastern Contractors Association, Inc. , Construction Employers of Central New York, Inc. and the Bricklayers and Allied Craftworkers Local Union No. 2 shall meet and shall discuss a project agreement for Drug Testing.

Section 2. Eastern Contractors Association, Inc. , Construction Employers of Central New York, Inc. and the Bricklayers and Allied Craftworkers Local Union No. 2 shall have a special committee to develop a model program on drug testing during the life of this Agreement.

Section 3. A. Bricklayers and Allied Craftworkers Local No. 2 has a Member Assistance Program (MAP) available to all members and their families. 1-800-327-1984.

B. This Agreement does not mandate drug testing.

C. 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 safety/substance abuse policies, project safety/substance abuse policies, and all Federal, State, and Local alcohol and drug testing requirements.

D. Policies referenced in Section C will be available on request of the Union.

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

**ARTICLE XXXII
ASSOCIATION AND UNION SIGNATURE PAGE**

IN WITNESS WHEREOF, we have hereunto set our hands and attached the official seals of our respective organizations on this 28th Day of May 2015.

**TILE, MARBLE AND TERRAZZO FINISHERS
AND WORKERS OF THE BRICKLAYERS
AND ALLIED CRAFTWORKERS
LOCAL NO. 2, NY/VT**
Robert Mantello
Pat Tirino

**EASTERN CONTRACTORS
ASSOCIATION, INC.**
Todd G. Helfrich
President and CEO

**CONSTRUCTION EMPLOYERS
ASSOCIATION OF CENTRAL NY, INC.**
Earl R. Hall
Executive Director

ADDENDUM 1
ECA/BASIC TRADES WORKERS' COMPENSATION PROGRAM

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

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 1
BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 2
RESTATED AND AMENDED COLLECTIONS POLICY

WHEREAS, the Board of Trustees of the Bricklayers and Allied Craftworkers Local 2, Albany, New York Pension Fund, the Board of Trustees of the Bricklayers and Allied Craftworkers Local 2, Albany, New York Health Benefit Fund, the Board of Trustees of the Bricklayers and Allied Craftworkers Local 2, Albany, New York Annuity Fund and the Board of Trustees of the Bricklayers and Allied Craftworkers Local 2, Albany, New York Training Fund (hereinafter referred to jointly as the “Trustees”) have a duty under the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended (hereinafter referred to as “ERISA”) to make all reasonable efforts to collect all Employer contributions, including interest and liquidated damages thereon, owed to the Bricklayers and Allied Craftworkers Local 2, Albany, New York Pension Fund, Bricklayers and Allied Craftworkers Local 2, Albany, New York Health Benefit Fund, the Board of Trustees of the Bricklayers and Allied Craftworkers Local 2, Albany, New York Annuity Fund and the Board of Trustees of the Bricklayers and Allied Craftworkers Local 2, Albany, New York Training Fund (hereinafter jointly referred to as “Funds”); and

WHEREAS, pursuant to various collective bargaining agreements between certain employers or their representatives (hereinafter referred to as “Employers”), and Bricklayers and Allied Craftworkers Local 2, Albany, New York, AFL-CIO (hereinafter referred to as the “Union”), Employers are required to make prompt payments of the contributions owed to the Funds and are bound by the Agreements and Declarations of Trust of the Funds (hereinafter referred to as the “Trust Agreements”); and

WHEREAS, Article II, Section 2, of the Funds’ Trust Agreements empowers the Trustees to demand, collect and receive Employer payments and all other money and property to which the Funds may be entitled, and to take such steps including the institution and prosecution of, or the intervention in any proceeding at law, or in equity, or in bankruptcy, as may be necessary or desirable, in their sole discretion, to effectuate the collection of such Employer contributions; and

WHEREAS, Article III, Section 10, and Article III, Section 14, of the Funds’ Trust Agreements authorize the Trustees of the Funds to promulgate any and all such rules and regulations as they deem necessary to facilitate the administration of the Funds, including such rules, regulations and Collections Policy as are required to govern the process for the collection of Employer payments; and

WHEREAS, Section 515 of ERISA requires every Employer who is obligated to make contributions to the Funds under the terms of any collective bargaining agreement or under the terms of the Plan to make such contributions in accordance with the terms and conditions of the Funds’ Trust Agreements; and

WHEREAS, in keeping with the relevant provisions of the Trust Agreements, it is deemed desirable by the Trustees to formulate a written policy to be applied uniformly to the collection of Employer contributions, containing certain terms and conditions governing the payment of Employer contributions to the Funds;

NOW, THEREFORE, it is resolved that the Trustees hereby adopt a Collections Policy as follows:

Section 1. Payment of Contributions; Late Payments

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

(b) If no report or payment has been received by the Funds on or before the deadline set forth in Section (a), the Funds will pursue whatever avenues they deem 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 Funds on or before the forty-fifth (45th) day following the end of the month during which the hours, for which contributions are required, were worked by the employees [i.e., within thirty (30) days after the deadline set forth in Section (a)], the Employer’s delinquent account may be referred to the Funds’ Counsel. If no payment has been received by the Funds on or before the forty-fifth (45th) day following the end of the month during which the hours, for which the contributions are required, were worked, the Employer will be assessed, and will be obligated to pay, interest on the amount of delinquent contributions at the rate of twelve percent (12%) per annum, calculated from the thirtieth (30th) day after the deadline set forth in Section (a), plus any auditing fees and costs pursuant to Section 2 herein. In addition, the Employer may be assessed liquidated damages equal to twenty percent (20%) of the delinquent fringe benefit contributions.

(d) If no payment has been received by the Funds on or before the sixtieth (60th) day following the end of

the month during which the hours, for which contributions are required, were worked by the employees [i.e., within forty-five (45) days after the deadline set forth in Section (a)], the Employer's delinquent account may be referred to the Funds' Counsel. If no payment has been received by the Funds on or before the sixtieth (60th) day following the end of the month during which the hours, for which contributions are required, were worked, the Employer will be assessed, and will be obligated to pay, interest at the rate of twelve percent (12%) per annum, calculated from the forty-fifth (45th) day following the end of the month during which the hours were worked by the employees, plus any auditing fees and costs pursuant to Section 2 herein. In addition, the Employer may be assessed liquidated damages equal to twenty percent (20%) of the delinquent fringe benefit contributions.

(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 Funds pursuant to this section, the Employer is obligated to reimburse the Funds for all attorneys' fees and paralegals' fees, auditing fees, and all costs and disbursements incurred by the Funds in attempting to collect the Funds' monies.

(f) In the event the Funds do 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 Funds, 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 Funds are 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.

(g) Except as may be otherwise required by law, the Trustees, in accordance with their fiduciary obligations to act in the sole interest of the Funds and the participants and beneficiaries, shall have the power and authority, in their sole discretion, to allocate and disburse payments remitted by an Employer and shall have the power and authority, in their sole discretion, to allocate and disburse payments to current obligations or past due obligations of the Employer. Such allocation and disbursement shall be binding upon the Employer; the Employer's request that the Funds allocate and disburse payments in a particular manner and/or a different manner than chosen by the Funds shall be of no force and effect.

(h) In the event the Employer does not maintain or otherwise does not have in its possession records explaining, to the satisfaction of the Funds' Auditor, the payment of monies to an Employee, or the Employee's spouse, children, parents and/or siblings, the Funds are entitled to presume that the individual receiving the monies performed bargaining unit work and that the monies represent compensation for bargaining unit work performed by the individual. The Funds are entitled to recover contributions for such individual at the journeyman contribution rate for the applicable work area, with the hours of bargaining unit work calculated by dividing the Employer's payments to the individual by the journeyman wage rate in the applicable work area. Contributions must be paid by the Employer pursuant to this Section regardless of the amount of bargaining unit work actually performed by the individual, regardless of the amount of compensation paid, if any, to the individual during the month or calendar year, and regardless of whether the individual is listed as an employee on the Employer's records.

(i) Employers are obligated to maintain complete and accurate records of the number of hours of bargaining unit work performed on a monthly basis by each and every individual, including, but not limited to, corporate officers, directors, members and shareholders, and spouses, children, parents and/or siblings of corporate officers, members, directors, and/or shareholders. If the Employer does not maintain or otherwise have in its possession such complete and accurate records and the Funds otherwise have evidence that an individual has performed some bargaining unit work for the Employer, the Employer agrees that the Funds are entitled to presume that the individual performed a minimum of forty (40) hours per week of bargaining unit work for fifty-one (51) weeks during the calendar year. The Employer further agrees that in these circumstances the Funds shall be entitled to recover contributions at the journeymen rate set forth in the collective bargaining agreement governing the Employer's work and the applicable work area for a total of the two thousand forty (2,040) hours for the calendar year. The two thousand forty hours (2,040) per year shall be paid at the rate of one hundred seventy (170) hours per month for each and every month. Contributions must be paid by the Employer pursuant to this Section regardless of the amount of bargaining unit work actually performed by the individual, regardless of the amount of compensation paid, if any, to the individual during the month or calendar year, and regardless of whether the individual is listed as an employee on the Employer's records.

Section 2. Audit of Payroll and Related Records

(a) Article IV, Section 4, of the Funds' Trust Agreements are 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 Funds. 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 Agreements of the Funds including, but not limited to, its obligation to timely remit fringe benefit contributions to the Funds, then the Employer will reimburse the Funds for all auditing charges for examining the Employer's books, except where the Trustees determine that such violation has been uncovered by the Funds during the course of their routine cyclical audit of the Employer.

(b) If it is necessary for the Funds' 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 Funds in enforcing the Funds' 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 Funds.

Section 3. Bonding

(a) The Funds may require any Employer to furnish a bond to secure payment of contributions to the Funds. In lieu of the bond, the Funds may require such Employer to deposit cash with the Funds or deliver alternative security or collateral in such types, forms and amounts as the Funds in their judgment deem to be appropriate. The bond or other collateral/security shall be in such amount as the Funds determine to be appropriate in the circumstances.

(b) Every Employer who is required to post a bond shall deliver to the Funds' office such surety bond in a form approved by the Funds. 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 Funds 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 Funds. The bond shall not be cancelable without one hundred twenty (120) days written notice to the Funds, which notice provision shall be made a part of the applicable bond provisions. The Funds' 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 Funds' 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 Funds' Counsel for institution of legal proceedings. If it is necessary for the Funds' 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 Funds.

Section 4. Effect of This Collections Policy

This Collections Policy constitutes a rule of the Funds. To the extent this Collections Policy conflicts with the terms and provisions of the Funds' Trust Agreements 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. Contributions are Trust Assets

Title to all monies paid into and/or due and owing to the Funds shall be vested in and remain exclusively in the Trustees of the Funds. 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 first 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 Tile, Marble & Terrazzo Finishers and Workers, having read the accompanying Agreement between Eastern Contractors Association, Inc., Construction Employers Association of Central New York, Inc. and the Tile, Marble and Terrazzo Finishers and Workers of the Bricklayers and Allied Craftworkers Local Union No. 2 NY/VT, that are signatory to this Agreement, agree to abide by the terms of the same in consideration of receiving the same guarantee and privileges as members of Eastern Contractors Association, Inc. and Construction Employers Association of Central New York, Inc.

The undersigned Independent Employer further agrees that any and all disputes that may arise between the Union and the Employer concerning the application or interpretation of the terms of this Agreement, shall be settled by arbitration pursuant to Article VIII of the attached Agreement before an Arbitration Board to consist of three (3) members selected by the Union and three (3) members selected by Eastern Contractors Association, Inc. and Construction Employers Association of Central New York, Inc.

The undersigned Employer has read and hereby approves the Collective Bargaining Agreement dated June 1, 2005 between Eastern Contractors Association, Inc. , Construction Employers Association of Central New York, Inc. and Tile, Marble and Terrazzo Finishers and Workers of the Bricklayers and Allied Craftworkers Local Union No, 2, and any successor Collective Bargaining Agreement between said parties and herewith accepts and becomes one of the parties thereto and agrees to be bound by all its terms and conditions. The undersigned Employer recognizes Eastern Contractors Association, Inc. as the exclusive multi-employer collective bargaining unit for all Employers employing these trades in the geographical jurisdiction of this Agreement

The life of this signed Independent Agreement is to be coextensive with the terms and conditions set out or as they shall be set out from time to time in the aforementioned Collective Bargaining Agreement with the aforementioned parties thereto, and shall continue in effect for such terms. The Union shall give written notice to the Association of the signing of this Independent Agreement by an Employer.

This signed Independent Agreement shall be binding upon the Employer named herein and its successor and assigns, and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, encumbrance, joint venture, or any combination or other disposition of the Corporation or Company.

The undersigned Employer further agrees to payment of contributions to the Health Fund, Pension Funds, Annuity Fund, Mason's Promotion, International Masonry Institute, Capital District Masonry Institute, Construction Industry Advancement Program/Administration and Safety Program, and as appropriate Savings Fund and Training and Education Fund: and the undersigned Employer agrees to be bound by the applicable Declaration of Trust and hereby irrevocably designates as its representative on the Board of Trustees such Employer Trustees together with their successors as selected in the manner provided with the Agreement and Declaration of Trust and agrees to be bound by all action taken by the said Employer Trustees pursuant to the said Agreement and Declaration of Trust.

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 a completed copy of these pages to:

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

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

Construction Employers Association
of Central New York, Inc.
6563 Ridings Road
Syracuse, NY 13206

Company Name

Address

Telephone Number

Email Address

Authorized Officer Signature

Print 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

Local Number, State

Date

NOTES