

Memorandum of Agreement Between General Building Laborers' Local No. 66

And the Wall, Ceiling and Carpentry Industries, Inc.

The Association of Wall Ceiling and Carpentry Industries, Inc. ("AWCCI") and the General Building Laborers' Local 66

("Local 66" or the "Union") agree as follows:

1. Agreement: AWCCI and Local 66 agree to execute a five (5) year collective bargaining agreement ("Agreement") which shall be effective as of July 1, 2021 and shall expire at midnight on June 30, 2026.
2. Terms: The terms of the Agreement shall be the same as the terms of the agreement between the parties that expired on July 30, 2021 and which adopted the terms of the Memorandum of Agreement adopted July 1, 2018.
3. Compensation: There shall be the following adjustments to the total wage and benefit package: an increase of \$1.10 per hour commencing July 1, 2021; an increase of \$1.35 per hour commencing July 1, 2022; an increase of \$1.35 per hour commencing July 1, 2022; an increase of \$1.35 per hour commencing July 1, 2023; an increase of \$1.35 an hour commencing July 1, 2024 and an increase of \$1.35 an hour commencing on July 1, 2025.
4. Paid Leave: To the extent permitted by law, the parties waive application of paid family leave, sick leave or vacation leave requirements established by the NYS Sick Leave Law (New York Labor Law Sections 196-b and 196-c), the NYC Earned Sick Time Act, and the NYS Paid Family Leave Law. The parties acknowledge and in good faith believe that this Agreement provides bargaining unit members with benefits comparable to or more favorable than those required by current law, including such benefits set forth in Article V and VI,
5. Facsimile: For the purposes of execution of this Memorandum of Agreement facsimile and electronic mail signatures shall be treated as originals.

Dated: this 30<sup>th</sup> day of JUNE, 2021

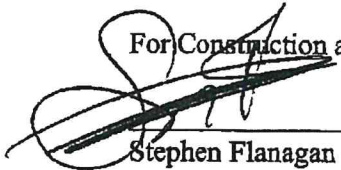
For the AWCCI



John DeLollis  
Managing Director

Dated: this 29<sup>th</sup> day of JUNE, 2021

For Construction and General Building Laborers' Local 66



Stephen Flanagan  
Business Manager

JUN 29 2021

THIS AGREEMENT is made and entered into by and between the ASSOCIATION OF WALL, CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC. (hereinafter referred to as the "Association") on behalf of its constituent employers that have assigned their bargaining rights to the Association (hereinafter referred to as the "Employer(s)"), and GENERAL BUILDING LABORER'S LOCAL UNION NO. 66, of the Laborer's International Union of North America (hereinafter referred to as the "Union").

WITNESSETH:

This Agreement is entered into to prevent strikes and lockouts; to facilitate peaceful adjustments of grievances and disputes between the Employer and the Employee; to prevent waste, unnecessary and avoidable delays and the results through them, to the Employers, of costs and expenses and to the Employee of loss of wages, to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon and by reason of this agreement and the purposes and intent hereof, to bring about stable conditions in the industry, keep cost of work in the industry as low as possible, consistent with fair wages and proper working conditions, as provided hereunder; and further, to establish and set up the necessary procedure for amicable adjustment of all disputes or questions that may arise between the parties, or any of them, so that the foregoing purposes may be brought about and accomplished.

**ARTICLE ONE**

Section 1. The terms of this Agreement are hereby recognized and accepted as binding on both parties, the Association, obligating itself for all of its members that have assigned their bargaining rights to the Association, and the Union, obligating itself for the Building Laborers, that they will live up to all provisions of this Agreement in good faith. The Association represents that it has exclusive bargaining authority for all of its members that have assigned their bargaining rights to the Associations, and agrees to provide proof of this authority upon demand by Local 66. The Association shall provide Local 66 with a complete roster of its members, including names, addresses, telephone and telefax numbers, and the names of all principals and officers. The Association shall immediately notify Local 66 of any changes in membership or changes in the information provided concerning its members.

Section 2. The Employer recognizes the Union as the exclusive collective bargaining agent for the Laborers employed by it within the territorial jurisdiction of the Union.

## ARTICLE TWO

The territorial jurisdiction of the Union shall be the entire counties of Nassau and Suffolk, State of New York as they were constituted on January 1, 1999 and this Agreement shall be effective throughout said area.

## ARTICLE THREE

Section 1. The Employer shall employ Building Laborers for the work to be governed by this Agreement, under the terms, conditions and rates of wages hereinafter provided, which terms, conditions and rates of wages have been arrived at and determined through "bona fide" collective bargaining between all parties to this Agreement.

Section 2. Authorized representatives of the Union shall be allowed to visit jobs to communicate with employers and covered employees, but shall in no way interfere with or hinder the progress of the work. They shall not be interfered with while making such visits.

Section 3. When an Employer does work outside of the Territory covered by this Agreement he shall conform to any existing Agreement between Employers and Local Unions of the Laborers' International Union of North America in the locality where the work is being done.

Section 4. (a) When an owner, contractor, sub-contractor, builder or member of the Association sublets any work covered by this Agreement, he shall be responsible for the sub-contractor living up to all of the provisions of this Agreement. After written notice to the general contractor's address as provided by the Association, any owner, contractor, builder or general contractor who sublets any work shall be responsible for the payment of Wages, Welfare Fund, Pension Fund, Vacation Fund, Training Program, Annuity Fund, New York State Health & Safety Fund, and Laborers'-Employers Cooperation and Education Trust and Greater New York Laborers'-Employers Cooperation and Education Trust contributions and Dues Check-offs and MTDC PAC required deductions by such subcontractors. The general contractor shall be responsible for the costs, including attorneys' fees, of any action to enforce this provision.

(b) In the event a deficiency in fringe benefit contributions, Dues Check offs or MTDC PAC required deductions should be determined by an audit of the Employers books and records, the Union in its sole and absolute discretion, may require the Employer to post and maintain a bond in the amount of twice the audited deficiency within 60 days of receiving notice from the Union of the requirement to post and maintain such a bond.

(c) In the event the Employer is unable to furnish the bond as referred to above, he shall give the Union a certified check in an amount to be determined and set by the Union, payable to the General Building Laborers' Local 66 Bond Escrow Agreement and execute a separate agreement setting forth the terms and conditions controlling the dispositions of such monies in the event of any breach of the Agreement as the same relates to the payment of wages and contributions to the Local 66 Fringe Benefit Funds and remittance of Dues Check-off and MTDC PAC required deductions.

The Union may place such escrow monies in interest bearing accounts and any interest accrued shall belong to the Employer and may be withdrawn by the Employer from time to time.

(d) In the event of a default in the payment of wages and/or Welfare Fund, Pension Fund, Vacation Fund, Training Program, Annuity Fund, New York State Health & Safety Fund, Laborers'-Employers Cooperation and Education Trust and Greater New York Laborers'-Employers Cooperation and Education Trust contributions, Dues Check-offs or MTDC PAC required deductions, any monies forthcoming under the terms of the bond or from the monies deposited in the Bond Escrow Account shall be used first to pay unpaid Wages and any balance remaining thereafter shall be applied equally to the payment of unpaid contributions to the Welfare, Pension, Vacation Funds, Training Program, Annuity Fund, New York State Health & Safety Fund, Laborers'-Employers Cooperation and Education Trust and Greater New York Laborers'-Employers Cooperation and Education Trust contributions, Dues Check-offs and MTDC PAC required deductions. If the bond or the monies deposited in the Bond Escrow Account is insufficient to discharge in full the monies owed for wages and/or Welfare, Pension, Vacation, Training Program, Annuity Fund, New York State Health & Safety Fund, Laborers'-Employers Cooperation and Education Trust and Greater New York Laborers'-Employers Cooperation and Education Trust contributions, Dues Check-offs and MTDC PAC required deductions, the Employer shall nevertheless be obligated to pay any monies still owing and the Union does not waive any rights which it has under the law or by reason of the terms of this Agreement.

(e) In the event any Employer that is a member of the Association at the time of execution of this Agreement, or any Employer that becomes a member of the Association during the term of this agreement, withdraws from, is suspended from, or otherwise fails to remain a member of the Association during the term of this Agreement, the Employer shall supply the Union with a bond the minimum amount of the bond shall be determined by the number of hours work performed by the Building Laborers employees of the Employer in the minimum amount of the bond shall be as follows:

Number of Building Laborer Hours	Minimum Bond
0 to 1,999 hours	\$ 3,000.00
2,000 to 4,999	\$ 7,500.00
5,000 to 9,999	\$15,000.00
10,000 to 19,999	\$20,000.00
20,000 or more	\$25,000.00

to guarantee contributions to the Local 66 Fringe Benefit Funds and the remittance of dues check offs and MTDC PAC required deductions to the Union.

(f) In the event any Employer that is a member of the Association at the time of execution of this Agreement, or any Employer that becomes a member of the Association during the term of this agreement, withdraws from, is suspended from, or otherwise fails to remain a member of the Association during the term of this Agreement, such employer shall be bound by the terms and conditions contained in the collective bargaining agreement between the Union and Independent Employers as if the Employer was signatory to such collective bargaining agreement.

Section 5. The Employer shall not contract out or sub-contract any part or portion of the work within the jurisdiction of this Union as set forth in this Agreement, which work is to be done on the site of the construction, alteration, painting or repairs of a building structure or other work unless such contract or sub-contract is let or sublet to an Employer who is a party to an Agreement with this Union. The Employer shall exhibit a copy of this Agreement to the subcontractor and the subcontractor shall exhibit to the Employer the agreement with the Union to which the subcontractor is a party. An Employer to whom such work is contracted or sublet is any person, firm or corporation who agrees, under contract with the Employer or his subcontractor, to perform on the job site any part or portion of the work covered by this Agreement, including the operation of equipment, performance of labor and the installation of materials. Without limiting the obligation of the Employer as otherwise set forth in this Agreement, the Employer undertakes not to contract or sub-contract as set forth above any work to any contractor or subcontractor unless the latter furnishes a bond to the Union in accordance with the terms and conditions as set forth above. An Employer, when contracting out or sub-contracting any such work, shall promptly notify the Union of the same in writing prior to commencing the sub-contract work. Before sub-contracting and before making final payment, the Employer shall check with the Union as to whether the subcontractor has paid all wages, fringe benefits contributions, dues check-off and MTDC PAC required deductions.

Section 6. If, within the jurisdiction of this Agreement, any Union enters into any agreement with an independent employer performing work set forth in Article V of this Agreement which provides, contains or otherwise permits more favorable terms or conditions of employment to such independent employer in the performance of bargaining unit work than are provided for in this Agreement, then each member of the Association shall have the option to assume such more favorable agreement. This Section does not apply to any site specific changes to terms and conditions that are provided for in this Agreement or any other collective bargaining agreement entered into by the Union.

#### **ARTICLE FOUR**

Section 1. (a) It shall be a condition of employment that all employees of the Employer covered by this Agreement shall become or remain members in good standing of the Union or shall pay uniform initiation and agency fees on or after the eighth day following the date of execution of this Agreement, or after the eighth day following the beginning of covered employment. The Union agrees that all employees will be accepted to membership on its roster of eligible laborers on the same terms and conditions generally applicable to other members or

laborers on its roster of eligible laborers and, further, that the Employer will not be requested to discharge an employee for reasons other than such employee's failure to tender the periodic dues or fees uniformly required.

(b) The Employer agrees to discharge, upon receiving seven days' written notice, signed by the Secretary-Treasurer of the Union, any employee with respect to whom such notice may state that such employee has failed to tender uniform initiation and agency fees uniformly required, provided that said written notice is also provided to said employee and that said employee has not paid the required initiation and agency fees within seven days of the date of the written notice. The Union shall indemnify and hold the Employer harmless for any financial liability arising from the Employer's compliance with such notice.

Section 2. (a) The Employer shall, on 24 hours written notice prior to the commencement of covered work, advise the Union of all jobs on which it will employ Building Laborers, giving all of the pertinent data to the Union with respect to the type of work to be performed. The first Building Laborer on any job site shall be selected by the Employer. The second Building Laborer on a job site shall be a Shop Steward appointed by the Union with jurisdiction over the job site. The Employer may request, via facsimile, that the Union refer laborers from the roster of eligible laborers, and reserves the right, when so doing, to designate a specific laborer or laborers (other than the shop steward) from the list to be referred. The rosters of eligible laborers maintained by the Union shall be based upon one or more of the following elements: length of unemployment; seniority; ability; residence; work as a Building Laborer; prior work for the requesting Employer; and availability. It is understood that the Employer shall hire whomsoever he or it sees fit, and that the Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by the Building Laborers is or is not satisfactory. All Building Laborers hired by the Employer shall be listed on the roster of eligible laborers. All Building Laborers hired by the Employer shall report to the job site with proper identification and shall make such identification available to the Shop Steward and/or other Union representative upon request. It is further understood that the Employer shall not discharge or reject a Shop Steward appointed by one of the Unions without written consent from the Union.

(b) The Employer shall have the absolute right to reject any job applicant referred by the Union, with the exception of the Shop Steward, who can only be rejected pursuant to the procedure set forth in this Agreement. In the event of such rejection, the Union will refer another applicant to the Employer.

(c) In the event that any applicable statute is enacted, or any decision rendered by a court or administrative agency having jurisdiction thereof, which statute or decision permits Union security or hiring provisions more favorable to the Union than contained herein, then upon the Union's request, the parties hereto shall meet and amend this Agreement so as to give the Union the maximum benefits permitted by such statute or decision.

(d) Effective July 1, 2003, or at such time as the Union determines in its sole discretion thereafter, the Union shall have authority to implement a Mandatory

Apprenticeship Program pursuant to which all Mason Tenders on any job shall either be credited as journeymen by the Joint Apprenticeship Training Committee ("JATC"), or designated and enrolled as Apprentices in the JATC administered program. The Employer hereby agrees to abide by all rules and regulations, and amendments thereto, of the Union and the JATC concerning the implementation and maintenance of the Mandatory Apprenticeship Program. Upon the implementation of the Mandatory Apprenticeship Program, the fifth Building Laborer on a site, and each fifth Building Laborer on the site thereafter (i.e., fifth, tenth, fifteenth and so on) or such other ration required by JATC, shall be apprentices, so long as they are capable of performing the work required.

(e) If the Employer is serving as a paymaster on a job site, the first Building Laborer on the job site shall be a Shop Steward referred by the Union, the second Building Laborer shall be a Foreman, and commencing with the third Building Laborer, the otherwise applicable referral procedures shall be followed.

Section 3. (a) The Employer and the Union agree there will be no discrimination against any employee or applicant for employment, with respect to race, creed, color, national origin, religion, sex, age, handicap, marital status, sexual orientation, affectional preference, veteran status, concerted activity (as defined under the National Labor Relations Act) or union membership in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment except as provided by law.

## ARTICLE FIVE

Building Laborers exclusively shall perform the following work, unless otherwise specified herein, and shall continue to do all work which has been traditionally performed by or assigned to members of Local 66.

Section 1. (a) The unloading from trucks or railroad cars at the job site and stacking, piling, wheeling, carrying, handling and distribution of all dry and mixed materials used in all types of concrete and cement work, cinder or gravel fill, under concrete slabs, and all lathing and reinforcing and form materials.

(b) The transportation of materials for, and the pouring of concrete slabs or bases used for terrazzo floors, tile or other finish, shall be the work of Building Laborers.

(c) Wetting, curing, sealing, hardening, cleaning and scraping of any kind of concrete, including but not limited to the use of automatic floor cleaning machines, power washers or power floor scrapers, shall be done by Building Laborers. Additionally, the assisting of scarifying ("beading") the floors by any mechanical or manual method, as well as the use of tamping machines, shall be done by Building Laborers.



(d) Spreading, leveling and tamping of concrete and cement finish after deposit in form or slab and handling of vibrators, building and removing of runways used in the wheeling or carrying of the above materials. The operation of concrete mixers (without loading devices), the operation of tamping machines, the lagging, sheeting and bracing of all caissons, pier holes, etc. for concrete work and laying all drain tiles around footings or foundations and the covering of same with gravel, the cutting of openings in or tearing down of concrete work, and the operation of mechanical tampers. Shoring and assisting in shoring on the job site.

(e) The stripping of forms and the transportation of forms to the point of installation shall be done by Building Laborers under the supervision of the Carpenter, the handling, carrying and cleaning of forms and form lumber and the pulling of nails shall be done by the Building Laborers.

Section 2. The Building Laborers shall do all demolition work, except that if materials such as doors and doorjambs, sash and frames, trim, etc. is to be used for construction on the same project, this material shall be removed by the Carpenter.

(a) The unloading from the trucks or railroad cars at the job site and the stacking, piling, wheeling, carrying, handling and distribution of all materials used by Bricklayers, Stone Masons, and Metallic Lathers. The building and removal of runways used in the wheeling and carrying of the above materials. The operation of mortar mixers. Temporary sheeting of floors and scaffolds and removal of same, erecting and removing all scaffolds for the use of any trade, including free standing pole scaffolds, except to the extent such work is covered by a collective bargaining agreement between the Employer and another labor union, including the unloading and removal of all scaffolding material on and off the job. The cutting of openings in and the tearing down of masonry when the area exceeds twenty-four (24) square feet, as well as cutting and core drilling in masonry or concrete, wherever situated.

(b) The Building Laborer shall unload from trucks or railroad cars at the job site all Carpenters' material, including but not limited to sheetrock, styrofoam, soundproofing materials, insulation materials, wallboard, unfinished lumber, door bucks, ceiling tile and floor tile, as well as any material used in form work, including but not limited to wood and metal, and shall handle, stack, pile and distribute such material to a central position at the point of installation where it shall be deposited in piles and stacks. In the event that no Building Laborer is employed on the job site and three hundred (300) or fewer sheets of sheetrock or wallboard are delivered to the job site to be stacked, piled, and distributed to a central position at the point of installation on the main level of the job site only, Carpenters may unload the sheetrock or wallboard from trucks or railroad cars and place them upon the construction site. In the event that no Building Laborer is employed on the job site and more than three hundred (300) sheets of sheetrock or wallboard are delivered to the job site, or any number of sheets of sheetrock or wallboard are to be stacked, piled, and distributed to a central position at the point of installation not on the main level of the job site; Building Laborer(s) shall be hired to unload, handle, stack, pile, and distribute such material to a central position at the point of installation where it shall be deposited in piles and stacks.

Section 3. The Employer shall exclusively employ Building Laborers to perform the following work:

Complete demolition (wrecking), dismantling, remodeling or alterations of entire buildings or structures, in whole or in part, of any size, type (reinforced concrete, structural steel, wall bearing, wood), or purpose (commercial, non-commercial, residential, industrial, institutional, transportation), or the complete demolition (wrecking) of any portion of all buildings or structures.

(a) all manual work involving the tearing down, breaking away, disposal of, and/or removal from, the job site of any and all building materials, whether debris or salvaged materials, used in the construction of all buildings or structures (concrete, terra cotta, brick, mortar, plaster, structural and ornamental lumber, roofing materials of any type, natural or manufactured stone, ornamental iron, lath, reinforcing rods, floors and flooring materials), structural components (wood, steel or beams of any material), as well as all general clean up work; the preceding shall include, without limitation, the non-mechanical removal or demolition of any material that is to be used, reused, or processed anywhere outside the same job site, e.g. for salvage or as part of greenbuilding.

(b) the complete removal of one or more stories from a building or structure when said building or structure is to be shortened in height; the gutting of the interior of a building or structure by the removal of a partition and/or flooring; the demolition of any wall or walls of any building or structure, regardless of whether and/or where the walls are to be rebuilt, the removal of partitions and arches, or parts thereof, from one or more floors in any building, or structure, which is being renovated or remodeled; the removal of brick or concrete walls or walls to be rebuilt in their original position; and the removal of concrete walls which are to be rebuilt in a different position for the purpose of shortening the length or width of a building when said brick or concrete walls are to be rebuilt;

(c) the breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap; all grouting; all hooking and signaling when materials for salvage or scrap are removed by crane or derrick; all loading and unloading of materials carried away from the sight of wrecking; all cleaning, storing, stockpiling or handling of materials; all tearing down of work, removal of all debris, clean-up, burning, back-filling and landscaping of the site of the wrecked structure, as well as all general clean up work;

(d) the use of any and all tools and/or equipment necessary to perform this work including, without limitation, shovels, picks, bars, hammers, sledge hammers, chisels, electrically and pneumatically operated hand tools (jack hammers, all saws and cutting tools, including reciprocating and Skill saws, chipping guns, drills, spaders, etc.);

(e) the use of all manually operated equipment used to raise, lower, or hoist any and all equipment, tools or materials used to perform this work or to remove any and all debris or salvaged materials; all cutting of any metal material, salvage or debris on the job site, whether by manual, mechanical, or the use of acetylene and oxygen burning equipment;

(f) any and all hazard protection work used to protect Building Laborer employees, equipment, tools and materials and other employees on the job site, and/or the public from any damage or injury, or threat thereof, resulting from the performance of any of the work in this paragraph.

Section 4. The Employer shall exclusively employ Building Laborers to perform the following work: The removal, abatement, encapsulation or decontamination of asbestos, lead and other toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, decontamination units negative air machines, etc.; the operation and servicing of all tools and equipment normally used in the removal or abatement of such waste or materials, including without limitation, negative air machines; the labeling, bagging, cartoning, crating, packaging and movement of such waste or materials for disposal; the clean up of the work site and all other work incidental to the removal, abatement, encapsulation or decontamination of such waste or materials.

Section 5. Jurisdiction of work as stipulated in this Article of the Agreement shall apply on the construction, reconstruction, remodeling, alteration or demolition of the types of construction hereinafter defined:

(a) Single or multiple building projects and all sidewalks, ramps, retaining walls or any other construction which is a part of, or connected with a building project; except sewer, water, gas lines or road work outside the property line.

(b) All buildings, gasoline stations, police booths, toll houses or any other structure used as a habitation, work or storage house.

(c) The tending of Bricklayers, Masons and Stone Masons on the construction of overpasses and underpasses.

(d) Tending Plasterers and Fire Proofers on construction jobs of every nature and description.

(e) All building, passenger or freight stations, signal towers or any other work as defined in this Article.

(i) Sewage Disposal Plants. All buildings as defined in this Agreement or any enclosed structure.

(ii) Underground Buildings. All work as defined in this Agreement or any structure designated for habitation, manufacturing or storage of materials.

(iii) In addition to the foregoing, it is understood that East of Wading River, the tending of Plasterers shall be under the jurisdiction of Local 66.

Section 6. (a) The maintenance and tending of salamanders of oil, gas, solid fuel or

any other heating equipment used in place of salamanders exclusive of the permanent heating plant for temporary heat on jobs shall be maintained and tended by Building Laborers under the following conditions: at least one Building Laborer must be employed at all times when a heating device of any nature, including natural gas, is being used on any project under construction. When salamanders or heaters are in operation, one Building Laborer may not tend more than twenty-five (25) if they are fired by a fuel other than solid fuel with the sole exception that one Building Laborer may be assigned to maintain and tend up to 30 heaters if fired with propane gas and then only if all such heaters are placed in one building. If tanks are moved or replaced it shall be done on the day shift. When salamanders or heaters fired by solid fuel are in operation, one Building Laborer may not tend more than fifteen (15). When tending salamanders fired by solid fuel on night shifts there shall not be less than two (2) Building Laborers employed for that purpose. If salamanders are moved while burning, two (2) Building Laborers must be used to move each of them and all heating equipment shall be moved during the day shift only. When any heater is fired by natural gas there must be a minimum of one Building laborer maintaining and tending such heaters on each shift. When a magnatherm heater is used there shall be a minimum of one Building Laborer on each shift. Whenever a blower is used in the basement or on any one floor, at least two (2) Building Laborers must be assigned to the blowers and each Building Laborer near site of blowers. Whenever oil heaters are used one (1) Laborer may tend up to twenty-five (25). If the oil heaters have to be moved or replaced it shall be done on the day shift.

(b) If multiple shifts are required on temporary heat, each shift may work eight (8) hours exclusive of lunch period and be paid at regular single time rate except that time and one-half shall be paid for work performed on Saturdays, Sundays and Holidays. No Building Laborer shall work more than one eight (8) hour shift in any twenty-four (24) hour period, except that where no Building Laborers are available to tend salamanders or as set forth above, Building Laborers already on the job may be assigned to tend such salamanders or as set forth above, in which event they shall receive premium pay at time and one-half for overtime, Saturday, Sunday and Holiday work. On residential work where the cost of the house does not exceed \$30,000.00, the night watchman, if any, may attend to the salamanders not in excess of five (5).

(c) When temporary heat is maintained in lieu of mechanical heating devices that are a permanent part of the structure, all Building Laborers attending salamanders or other temporary heating devices outside of regular working hours shall be paid at straight time for any and all shifts except from Friday midnight to Sunday midnight or on Holidays, when they shall be paid at one and one-half times the regular rate. However, no Building Laborer shall work more than one eight (8) hour shift in any twenty-four (24) hour period except that where no Building Laborers are available to tend salamanders or other heating devices. Building Laborers already on the job maybe assigned to tend such salamanders or other heating devices, in which event they shall receive premium pay at time and one-half for Saturday, Sunday or Holiday work for over-time work.

(d) Building Laborers shall perform any and all hazard protection work

used to protect Building Laborer employees, equipment, tools and materials and other employees on the job site, and/or the public from any damage or injury, or threat thereof, resulting from the performance of any of the work in this paragraph including assisting in handling of all safety cables.

Section 7. (a) Where the use of machinery is not practical Building Laborers shall do all digging and backfilling of earth by the use of hand tools on all types of work recognized as part of this Agreement.

(b) All first cleaning, scraping and washing of floors, windows, also the cleaning of doors and door bucks, etc. on all jobs under construction, and all general clean up work, shall be done by Building Laborers.

(c) Handling of all pre-cast, reinforced, pre-stressed planks, channels, beam tees, column wall material or equipment, panels, assemblies including the handling of all pre-cast modules as well as other work required by the Laborers' International Union when performed by signatories to this Agreement, shall be performed by Building Laborers.

(d) Whenever in this Agreement the work of the Building Laborer is described to include the unloading from trucks, such unloading shall be handled exclusively by Building Laborers from the tailgate of the vehicle bringing materials or equipment to the job site except as otherwise provided in this Agreement.

(e) Wherever there is a concrete batcher on a job site all work in connection with the operation of the batcher shall be assigned to Building Laborers.

Section 8. Except as provided by New York State Law, the General Contractor shall employ a qualified Building Laborer on each job to issue all safety equipment and maintain, clean, set up, transport and certify said equipment, under the supervision of a qualified person, to all trades that require such equipment. Such work includes the filling and maintenance of all fire extinguishers.

Section 9. If any party to this Agreement does temporary sheeting of floors or runways or scaffolds for the use of any trade or helps any trade in handling and erecting of fences and all other protection work on the job site and the applications, maintenance and removal of all protective materials (including but not limited to grease, paper, tape, plastic, cardboard and cables, etc.) used to protect finished surfaces or elevator, door bucks, window frames, doors, building perimeters etc. during construction, (except the protective materials applied prior to delivery to the job site) Building Laborers shall be used exclusively to perform said work. It is agreed, however, that the debris resulting from the removal of protective materials shall remain the work of the Building Laborers.

Section 10. General Building Laborers Local No. 66 shall have exclusive jurisdiction over the removal of asbestos, including lead and hazardous materials, and insulating materials from walls, ceilings, floors, etc., handling, packaging, loading and disposition of all such materials after removal, unloading, handling and disposal of all asbestos and insulating materials, and other toxic materials.

Section 11. (a) Wherever a signal man is required in the performance of Building Laborers' work, he shall be a Building Laborer.

(b) Where a material hoist is provided to hoist materials handled by Building Laborers on any operation, a Building Laborer shall be stationed at the bottom of the shaft at all times. He shall assist in removing such materials on the hoist, and he shall be in sole charge of giving the signal for hoisting to the Engineer. It is further agreed that a Building Laborer shall be stationed at all floors on which his work is going on as specified in this Agreement and his sole duties shall be to assist in removing such materials on the hoist and in placing such materials on the hoist, and he shall be in absolute control of the signal ropes for raising or lowering such materials from the elevator or hoist from the floors he is on.

Section 12. (a) It is agreed that the maximum combined weight of material and barrow to be handled by one Building Laborer is three hundred (300) pounds.

(b) When pallets are to be used on a job the maximum number of blocks or bricks on any pallet shall be as follows:

16 pieces 12" block, or 24 pieces 8" block, or 32 pieces 6" block, or

48 pieces 4" block, or

216 Jumbo Brick, on each pallet, or

248 Regular Brick on each pallet.

Contents of mortar box to be limited to 6 cubic feet.

Two Building Laborers on the jack and mortar boxes when being wheeled with load.

One Building Laborer accompanying each forklift or loader;

and also, if required for safety, a backhoe.

Mortar boxes are to be loaded on scaffold directly over the ledges, and poles are not to be more than eight (8) feet apart.

Section 13. (a) The Employer shall furnish all tools required in performing the work covered by this Agreement, and the Building Laborers shall be held responsible for all tools issued to them.

(b) The Employer shall provide, for the use of Building Laborers, a suitable shelter and the Union representative and Employer representative responsible for the job site shall determine the adequacy of the shanty which shall have light and heat adequate for the changing of clothes and as a place to eat, and which shall not be used for the storage of tools. The Employers shall be responsible for the loss of clothing or overalls caused by fire or forcible entry to the shelter. Such liability shall be limited to \$75 for clothing and \$75 for shoes.

Section 14. When four (4) or more Cement Masons are working overtime, at least one (1) Building Laborer must be employed to tend the Cement Masons, and to do other work in the vicinity where the Cement Masons are working.

**ARTICLE SIX**

Section 1. (a) Employers shall pay wages to Building laborers and fringe benefits as follows:

Effective July 1, 2008:

	<i>Wages</i>	<i>Welfare</i>	<i>Pension</i>	<i>Vacation</i>
	<i>Per hr.</i>	<i>per hr.</i>	<i>per hr.</i>	<i>per hr.</i>
	\$28.75	\$8.47	\$6.83	\$2.10
<i>Training</i>		<i>Health</i>	<i>NY</i>	<i>Greater</i>
<i>Program</i>	<i>Annuity</i>	<i>and</i>	<i>State</i>	<i>NY LECET</i>
<i>per hr.</i>	<i>per hr.</i>	<i>Safety</i>	<i>LECET</i>	<i>per hr.</i>
\$ .25	\$5.50	<i>per hr.</i>	<i>per hr.</i>	\$ .22
		\$ .05	\$ .10	

Wages including Building Laborers Dues Check-off and MTDC PAC required deductions.

Dues Check-off and MTDC PAC required deductions are variable as established by the Mason Tenders District Council.

Subject to the Union's right of allocation/reallocation as hereinafter provided in this section, effective July 1, 2009 wages and/or fringe benefit contributions shall be increased by \$2.09 per hour.

Subject to the Union's right of allocation/reallocation as hereinafter provided in this section, effective July 1, 2010 wages and/or fringe benefit contributions shall be increased by \$2.45 per hour.

(b) The Union, in its sole and absolute discretion, reserves the right to allocate and/or reallocate any portion of the foregoing increases to any of the fringe benefit funds as well as the right to reallocate any of the amounts currently allocated to wages or to the fringe benefit funds as set forth in this Agreement.

(c) Said increase are cumulative and shall be distributed by the Union among Wages, Pension, Welfare, Vacation Funds, Training Program, Annuity Fund, New York State Health & Safety Fund, GNY Laborers'-Employers' Cooperation and Education Trust, or New York Laborers'-Employers Cooperation and Education Trust or any of them.

(d) The Trust Funds may implement a remittance program for fringe benefit funds payments in lieu of the existing Stamp Program upon ninety (90) days notice to the Association.

Section 2. (a) Effective for the period July 1, 2008 to June 30, 2011, and subject to the Union's right to allocate and/or reallocate as provided by this Article, the Employer shall pay weekly to the Trustees of the General Building Laborers' Local 66 Welfare Fund ("Local 66 Welfare Fund") the hourly rate specified in Section 1 of this Article for all hours worked by Building Laborers, Building Laborers General Foremen and Building Laborers Deputy Foremen

for the purpose of providing benefits for death, accident, health, medical and surgical care, hospitalization and other such forms of group benefits for Building Laborers, their spouses, and their eligible children as the trustees, in their sole and absolute discretion, may determine and, in addition, out of said monies, the Trustees of the Local 66 Welfare Fund shall provide coverage to conform with the New York State Disability Insurance Law for all Building Laborers for the period of this Trade Agreement, the cost of which shall be borne by such Welfare Fund. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

Welfare benefits provided pursuant to the Trust Agreement and/or Plan shall be extended to eligible employees, retirees, full time salaried employees of the Union and employees of the Local 66 Fringe Benefit Funds set forth in this Agreement, provided contributions are made to the Local 66 Welfare Fund on their behalf in the same amounts as are paid by other Employers.

(b) Effective for the period July 1, 2008 to June 30, 2011, and subject to the Union's right to allocate and/or reallocate as provided by this Article, the Employer shall pay weekly to the Trustees of the General Building Laborers' Local 66 Pension Fund ("Local 66 Pension Fund") the hourly rate specified in Section 1 of this Article for all hours worked by Building Laborers, Building Laborers General Foremen and Building Laborers Deputy Foremen. Contributions to the Pension Fund shall be utilized for the purpose of providing Pension and other Benefits for the eligible Building Laborers as the Trustees, in their sole and absolute discretion, may determine. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

Pension benefits provided pursuant to the Trust Agreement and/or Plan shall be extended to eligible employees, retirees, full time salaried employees of the Union and employees of the Local 66 Fringe Benefit Funds set forth in this Agreement, provided contributions are made to the Local 66 Pension Fund on their behalf in the same amounts as are paid by other Employers.

(c) Effective for the period July 1, 2008 to June 30, 2011, and subject to the Union's right to allocate and/or reallocate as provided by this Article, the Employer shall pay weekly to the Trustees of the General Building Laborers' Local 66 Vacation Fund ("Local 66 Vacation Fund") the hourly rate specified in Section 1 of this Article for all hours worked by Building Laborers, Building Laborers General Foremen and Building Laborers Deputy Foremen. Contributions to the Vacation Fund shall be utilized for the purpose of providing Vacation and other Benefits for the eligible Building Laborers as the Trustees, in their sole and absolute discretion, may determine. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

Vacation benefits provided pursuant to the Trust Agreement and/or Plan shall be extended to eligible employees, retirees, full time salaried employees of the Union and employees of the Local 66 Fringe Benefit Funds set forth in this Agreement, provided



contributions are made to the Local 66 Vacation Fund on their behalf in the same amounts as are paid by other Employers.

(d) Effective for the period July 1, 2008 to June 30, 2011, and subject to the Union's right to allocate and/or reallocate as provided by this Article, the Employer shall pay weekly to the Trustees of the General Building Laborers' Local 66 Training Fund ("Local 66 Training Fund") the hourly rate specified in Section 1 of this Article for all hours worked by Building Laborers, Building Laborers General Foremen and Building Laborers Deputy Foremen. Contributions to the Training Fund shall be used for the purpose of providing education and training in the handling of asbestos, insulating, toxic and hazardous waste and materials. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

(e) Effective for the period July 1, 2008 to June 30, 2011, and subject to the Union's right to allocate and/or reallocate as provided by this Article, the Employer shall pay weekly to the Trustees of the General Building Laborers' Local 66 Annuity Fund ("Local 66 Annuity Fund") the hourly rate specified in Section 1 of this Article for all hours worked by Building Laborers, Building Laborers General Foremen and Building Laborers Deputy Foremen. Contributions to the Annuity Fund shall be utilized for the purpose of providing annuity and other benefits to eligible Building Laborers as the Trustees, in their sole and absolute discretion may determine. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

Annuity benefits provided pursuant to the Trust Agreement and/or Plan shall be extended to eligible employees, retirees, full time salaried employees of the Union and employees of the Local 66 Fringe Benefit Funds set forth in this Agreement, provided contributions are made to the Local 66 Annuity Fund on their behalf in the same amounts as are paid by other Employers.

(f) Effective for the period July 1, 2008 to June 30, 2011, and subject to the Union's right to allocate and/or reallocate as provided by this Article, the Employer shall pay weekly to the Trustees of the General Building Laborers' Local 66 New York State Health and Safety Fund ("Local 66 New York State Health and Safety Fund") the hourly rate specified in Section 1 of this Article for all hours worked by Building Laborers, Building Laborers General Foremen and Building Laborers Deputy Foremen. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

(g) Effective for the period July 1, 2008 to June 30, 2011, and subject to the Union's right to allocate and/or reallocate as provided by this Article, the Employer shall pay weekly to the Trustees of the New York State Laborers-Employers Cooperation and Education Trust Fund ("Laborers-Employers Cooperation and Education Trust") the hourly rate specified in Section 1 of this Article for all hours worked by Building Laborers, Building Laborers General Foremen and Building Laborers Deputy Foreman. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

(h) Effective for the period July 1, 2008 to June 30, 2011, and subject to the Union's right to allocate and/or reallocate as provided by this Article, the Employer shall pay weekly to the Trustees of the Greater New York Laborers-Employers Cooperation and Education Trust ("GNY LECET") the hourly rate specified in Section 1 of this Article for all hours worked by Building Laborers, Building Laborers General Foremen and Building Laborers Deputy Foremen. It is the intention of the parties that no contributions shall be required on the premium portion of wages.

(i) Effective for the period July 1, 2008 to June 30, 2011, the Employer shall contribute to the Wall, Ceiling and Carpentry Industry Promotional Fund ("W.C.C.I.P.F"), \$.10 per hour for all hours worked by Building Laborers, Building Laborers Deputy Foremen, and Building Laborers Deputy Foremen. All Employer contributions to the W.C.C.I.P.F. shall be remitted monthly to the General Building Laborers' Local 66 Fringe Benefit Funds ("Funds"). The Funds shall advise the Union and the W.C.C.I.P.F. whenever an Employer shall be in default in the payment of contributions to the W.C.C.I.P.F. The Funds shall accept contributions to the W.C.C.I.P.F., and shall remit such contributions to the Association. However, the Funds shall have no obligation with respect to the collection or investment of contributions to the W.C.C.I.P.F. The W.C.C.I.P.F. shall reimburse the Funds for all reasonable costs and expenses incurred by the Funds. Each Employer shall be bound by all terms and conditions of this Agreement and the Declaration of Trust entered into by and between each signatory to this Agreement creating the W.C.C.I.P.F., and all by-laws adopted to regulate the W.C.C.I.P.F.. The W.C.C.I.P.F. and all payment thereunder may not be used for lobbying in support of anti-labor legislation, or for any purpose contrary to the interest of Local 66, or for subsidizing any contractor during period of work stoppages or strikes.

Section 3. The Local 66 Welfare Fund, the Local 66 Pension Fund, the Local 66 Vacation Fund, the Local 66 Training Fund, the Local 66 Annuity Fund, the Local 66 New York State Health and Safety Fund, and the Laborers-Employers Cooperation and Education Trust and the Greater New York Laborers'-Employers Cooperation and Education Trust (hereinafter collectively referred to as the "Local 66 Fringe Benefit Funds"), as provided for by the Trade Agreement, shall be jointly administered by Trustees designated equally between Employers and the General Building Laborers' Local Union No. 66. The Union shall select two Trustees and the Employer shall select two Trustees. Employer Trustees shall be designated as follows: one from the Building Contractors Association, Inc. and one from the Association of Concrete Contractors of Long Island, Inc.

Section 4. All amendments necessary to effectuate any changes in this Article shall be made in the trust documents, provided the Trustees approve such changes in conformity with the Funds' voting rules, including a provision that concurrences of one employer-designated Trustee and one Union-designated Trustee of any Fund shall be necessary for the approval of any action to be taken by such Trustees.

Section 5. (a) The books and records of the Employer shall be made available at all reasonable times for inspection and audit by the accountants or other representatives of the Trust Funds set forth in this Article of the Agreement, including, without limitation, all payroll sheets, W-2 forms, New York State Employment Reports, Insurance Company Reports and supporting checks, ledgers, general ledger, cash disbursement ledger, vouchers, 1099 forms, evidence of unemployment insurance contributions, payroll tax deductions, disability insurance premiums, certification of workers compensation coverage, and any other items concerning payroll(s). In addition, the aforementioned books and records of any affiliate, subsidiary, alter ego, joint venture, successor or related company of the Employer shall also be made available at all reasonable times for inspection and audit by the accountants of the Trust Funds set forth in this Article of the Agreement. The Employer shall retain, for a minimum period of five years, payroll and related records necessary for the conduct of a proper audit in order that a duly designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to this Agreement are paid in full.

(b) In the event, after the Trustees have made a reasonable request, the Employer fails to produce its books and records necessary for a proper audit, the Trustees, in their sole discretion, may determine that the Employer's monthly hours subject to contributions for each month of the requested audit period are the highest number of employee hours for any month during the twelve months' audited, or during the last twelve months for which reports were filed, whichever monthly number of hours is greater. Such determination by the Trustees shall constitute presumptive evidence of delinquency. Prior to making such determination, the Trustees shall mail a final seven day written notice to the Employer advising him that such determination shall be made if the Employer does not schedule a prompt audit. Nothing herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit.

(c) If after an audit of its books and records the Employer is found to be substantially delinquent, as defined herein, in the payment of fringe benefit contributions to the Trust Funds set forth in this Article of the Agreement, the Employer shall bear the imputed cost of the audit as set forth below:

$$\frac{\text{total audited deficiency}}{\text{audit}} \times \text{number of months audited} = \text{imputed cost of}$$

150

Substantially delinquent is defined as any deficiency in the payment of fringe benefit contributions to the Trust Funds set forth in this Article of the Agreement in excess of 10% of the fringe benefit contributions paid to the Trust Funds set forth in this Article of the Agreement during the period that is the subject of the audit. In the event the Trust Funds set forth in this Article of the Agreement bring an action to recover the imputed costs of audit, the Employer shall be obligated to pay the reasonable costs and attorneys' fees incurred in bringing said action.

(d) In the event the Employer fails to produce the books and

records necessary for an audit as set forth in this Article of the Agreement, the Employer agrees to pay a penalty of \$400.00. In the event the Trust Funds set forth in this Article of the Agreement bring an action to obtain an audit of the Employer's books and records, the Employer shall be obligated to pay the reasonable costs and attorneys' fees incurred in bringing said action.

(e) If after an audit of its books and records the Employer is found to be delinquent in the payment of fringe benefit contributions to the Trust Funds set forth in this Article of the Agreement then the Employer shall pay, in addition to the delinquent fringe benefit contributions, interest on the unpaid amounts from the date due until the date of payment at the rate prescribed under Section 6621 of Title 26 of the United States Code. In the event the Trust Funds set forth in this Article of the Agreement bring an action to recover the interest on delinquent fringe benefit contributions, the Employer shall be obligated to pay the reasonable costs and attorneys' fees incurred in bringing said action.

(f) In the event that formal proceedings are instituted before a court of competent jurisdiction by the Trustees of the Trust Funds set forth in this Article of the Agreement to collect delinquent contributions to such Fund, and if such court renders a judgment in favor of such Fund, the Employer shall pay to such Fund, in accordance with the judgment of the court, and in lieu of any other liquidated damages, costs, attorney's fees and/or interest, the following:

1. the unpaid contributions;
2. interest on unpaid contributions determined by using the rate prescribed under Section 6621 of Title 26 of the United States Code;
3. interest on unpaid contributions as and for liquidated damages;
4. reasonable attorneys' fees and costs for the action;
5. such other legal or equitable relief as the court deems appropriate.

(g) The Employer hereby agrees that in the event any payment to the Union or to the Trust Funds set forth in this Article of the Agreement by check or other negotiable instrument results in the check or negotiable instrument being returned without payment after being duly presented, the Employer shall be liable for additional damages in the amount of \$250.00 to cover such additional costs, charge and expenses. Nothing herein is intended, nor shall be interpreted, to mean that the Trust Funds set forth in this Article of the Agreement or Union waive any other liquidated damages.

(h) If the Employer requests Laborers to report on any day and such Laborers report for work on that day on starting time, but are not put to work, such

Laborers shall be entitled to two hours' pay. However, this payment shall not be made if it is impossible to put such Laborers to work because of weather, lack of materials, or other job conditions which make it impractical for the Employer to work such Laborers.

Section 6. The Union shall have the right, upon sixty (60) days notice to the Association, to establish a Jointly Administered Industry Promotion Fund in conformity with the Taft-Hartley Act and may reallocate a portion of the employer contributions to the fringe benefit funds set forth in this Agreement and/or wages to fund such Industry Promotion Fund. In no event shall the establishment of an Industry Promotion Fund alter the Employers' total wage and fringe benefit contribution obligations as set forth in this Agreement.

Section 7. (a) The regular hours of employment shall be from 8:00 A.M. to 3:30 P.M. exclusive of the lunch period from 12 noon to 12:30 P.M., from Monday to Friday inclusive. Building Laborers tending Masons, Carpenters or Lathers shall have their lunch period conform to those of the Masons, Carpenters, or Lathers with which they are working. Building Laborers tending Bricklayers may, if required, start ten minutes before the regular time, but if so required must be allowed ten minutes at the close of the working day. There shall be a flexible ½ hour lunch period between 11 A.M. to 1 P.M. from Monday to Friday. The Employers may assign different laborers to take lunch at different times during the flex period as required by the flow of work. The regular work day shall be 7 hours exclusive of an unpaid meal period which work day may only be extended upon the express approval of the Business manager of the Union. In the event that such work day is extended, such extension shall be a minimum of one week. All work for the 7 or 8 hours, as the case may be, shall be at the employees regular straight time hourly rate of pay. Jobs may start up to 1 hour prior to 8 A.M. upon the express approval of the Business Manager of the Union.

(b) All work done outside of the regular hours as stipulated in Section 7(a) of this Agreement shall be paid at the rate of time and one-half, except as otherwise set forth in Section 7(c) of this Agreement and except that Building Laborers assigned to work with Dock Builders or Operating Engineers may be paid at their regular rate for the hour following the end of their regular hours of employment, or any part thereof, whenever the Dock Builders or Operating Engineers shall be working during such hour or part thereof at their respective regular rates of pay.

(c) All work done during lunch hour, Sunday, and the following Holidays: New Year's Day, Presidents Day, observed Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or days celebrated or observed as such by the state or federal government, shall be paid for at the rate of double time except that Building Laborers assigned to the wetting of concrete when such operation is done by automatic equipment shall be paid at the rate of time and one-half on Saturdays, Sundays, holidays and during lunch hour. No work may be done on Saturday, Sunday or any Holiday without the consent of the Business Manager of the Union. All work done on Saturday shall be paid for at the rate of time and one half.

(d) When a job or Employer requires a religious holiday other than

those enumerated above, said Holiday shall be a non-paid holiday providing five (5) days written notice is given to the union prior to the Holiday.

(e) In the event that a Building Laborer or Laborers are unable to work for four (4) or more hours on any single day of work due to such reasons as adverse weather conditions or Acts of God or widespread power failure or fire, then the Employer may schedule a Saturday Make Up Day on the Saturday immediately following the day on which the Building Laborers are unable to work. The number of hours of work missed on any single day shall determine the number of hours to be paid at straight time on that Saturday, provided that no more than seven (7) hours shall be paid at straight time on any single Saturday. The additional hours worked on Saturday shall be at the usual premium rates. Saturday make up work shall be offered to all Building Laborers who were unable to work during the week, provided that no Laborer shall be required to work on Saturday.

(f) Where the job location requires the Building Laborer to walk up or down more than four (4) floors the Laborer shall be allowed a reasonable time during working hours at starting, quitting and lunch time to walk up and down from the job location; or suitable shanties shall be located on each fourth (4<sup>th</sup>) floor.

(g) Where the work site is on an island, working time shall be paid from the time the Employee leaves the mainland to the time that he returns to the mainland (portal to portal).

(h) When performing alteration or repair work in an occupied building (not new construction), and when it is not possible to perform said work during regular working hours, said work shall proceed during off hours as scheduled by the Employer and with the permission of the Business Manager of the Union, which consent shall not be unreasonably withheld. In the event such consent is granted, Building Laborers shall work a minimum of seven hours, and shall receive an hour differential of pay and fringe benefit contributions for all time worked in excess of six hours (i.e. no Building Laborer shall be paid or have fringe benefit contributions made on his behalf for less than seven hours, and if over six hours are worked, pay, including fringe benefit contributions, shall be made for such time worked, plus an additional hour). In addition, all time worked over seven hours in any twenty-four hour period shall be considered overtime. The preceding shall be without limitation on the Employer's otherwise applicable obligations to pay required overtime rates for all such work performed on Saturdays, Sundays, or Holidays.

(i) The Employer may transfer Laborers referred according to the provisions of Article 4, Section 2 of this Agreement (other than stewards who shall not be transferred) between job sites so long as all travel time is counted as time worked, and the Employer pays for the costs of and expenses of the travel between job sites.

Section 8. (a) The Employer shall make payment of all wages in lawful currency in sealed envelopes showing the Building Laborer's name, hours worked, amount earned, deductions for Social Security, withholding taxes, union deductions and amount due. Where payment is made by check as hereinafter described, the same

information must also be supplied to the Building Laborers. Employers who have furnished bonds as provided in this Agreement, and who are not in default in the payment of wages and contributions to the Welfare, Pension, Vacation Funds, Training Program, Annuity Fund, New York State Health and Safety Fund, Laborers'-Employers Cooperation and Education Trust, Greater New York Laborers'-Employers Cooperation and Education Trust, Dues Check-off or MTDC PAC required deductions and are not in violation of any of the terms of this Agreement, may be permitted to pay wages by checks insured against all contingencies (such as those of the Todd insured ABC System for payroll or similar) provided such checks are delivered to Laborers entitled to such wages one day before a day on which the banks are regularly open for the transaction of business. At the time of discharge a record of termination of employment as provided for by the State of New York Division of Placement and Unemployment Insurance must also be given.

(b) All Building Laborers employed shall be paid on Friday of each week, or such other day as is designated by the Employer at the beginning of the job, on the job or shop where they are working before quitting time, i.e. 3:30 P.M.. When the designated pay day falls on a holiday, Building Laborers shall be paid on the work day immediately prior to the designated pay day. Notwithstanding any other provision of this Agreement, the Employer shall not hold back more than three (3) days pay.

(c) Where Building Laborers are not on the job for any reason for which the Employer is not responsible, or when the paymaster is paying off the men, they may be sent to the main office for their pay, but without any allowance for the time spent going to and from the office; but when the men are not on the job because of any reason for which the Employer is responsible, they will be allowed one hour with pay in going to the office for their pay, except where the distance is unusually great. Where Building Laborers are not paid on the specified day during working hours, they shall be paid single time for all waiting time at the rate of seven (7) hours per day, not to exceed fourteen (14) hours.

(d) When Building Laborers are to be discharged they must be notified during working hours and must be paid immediately. A violation of this rule entitles the Building Laborer to the regular single time rate per hour for the working time that elapses between the time of discharge and the time of receiving his money, provided the claimant remains on the job or at the office during all working hours until he is paid. It is understood, however, that no waiting time claim in excess of fourteen (14) hours will be considered nor shall the claimant remain on the job for a longer time. The Union and the Employer may agree that when Building Laborers are to be discharged, the Employer will mail their wages to them rather than pay them on the job site. In such a case, the Employer must mail wages to the discharged Building Laborers within 48 hours after the discharge. If the Employer fails to mail the wages within 48 hours after the discharge, the Employer shall pay to the discharged Building Laborers \$100.00 per day for each day the Employer fails to mail the wages.

(e) All Building Laborers discharged between the hours of 8:00

and 12:00 noon shall be paid until 12:00 noon on the date of discharge. All Building Laborers discharged between the hours of 12:30 and 3:30 P.M. shall be paid until 3:30 P.M. This does not apply to Building Laborers not on the job at starting time.

(f) If a Building Laborer is sent by the Employer to a different job during working hours, he must be paid during the time he is traveling between jobs.

(g) When Building Laborers are requested to report and do report to the job ready to work at starting time, they must be called in for no less than seven (7) hours per day.

Section 9. (a) If three (3) shifts of Building Laborers are required in connection with any work on any job site or any project except that stipulated in Article 5, Section 6, for at least three or more consecutive twenty-four (24) hour periods the length of each shift shall be seven (7) hours exclusive of the lunch period. All Building Laborers employed on the entire project, without regard to the identity of the Employer, shall be paid eight (8) hours' pay at regular hourly wages for the seven (7) hour period and no Building Laborer may work on more than one shift period in a twenty-four (24) hour period. Moreover, the Employer shall remit fringe benefit contributions to the Local 66 Fringe Benefit Funds on behalf of such employee for eight (8) hours of work. It shall not be considered a shift unless three (3) or more consecutive twenty-four (24) hour periods are to be worked.

(b) The Union shall appoint a Shop Steward for each shift.

Section 10. (a) The Employer agrees that there will be deducted from the wages of each Employee who authorizes such deduction in writing \$1.78, or such other amount as the Union may from time to time designate in writing, per hour for each hour of employment which sum constitutes part of each Employee's union dues and shall remit the same to the Mason Tenders District Council of Greater New York.

(b) It is mutually agreed that the Employee assignment authorizing the aforementioned union dues shall be in blanket form and filed with the Mason Tenders District Council of Greater New York.

(c) The Union agrees to indemnify and hold harmless the Employer from any and all claims and/or actions arising out of dues check-off or MTDC PAC deductions made in accordance with this Agreement, providing that the dues check-off and MTDC PAC deductions shall be paid over to the Mason Tenders District Council of Greater New York.

(d) The Union shall have the power to require the Employer, and the Employer when so required, shall furnish the Union such information and reports and make available such books and records as the Union may require to verify the collection of dues check-off and MTDC PAC contributions provided by this Section. Failure to abide by this subsection may cause immediate removal from the job of Building Laborers, anything in this Agreement to the contrary notwithstanding.



Section 11. The Employer agrees to deduct and transmit to the Mason Tenders District Council Political Action Committee ("MTDC PAC") \$0.10, or such other amount as the Union may from time to time designate in writing to the Employer, for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. These transmittals shall occur weekly, and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

## ARTICLE SEVEN

Section 1. (a) Where employees are employed on a job, the Union shall designate one working Building Laborer as a Shop Steward for each shift who shall be the second person hired and shall notify the Employer in writing of the identity of the designated Shop Steward prior to that person's assumption of duties as Shop Steward. Where there are overlapping shifts, each shift shall have its own Shop Steward and each Shop Steward shall be responsible for his own shift only. Where Building Laborers are employed for overtime work, the Shop Steward shall be the first Building Laborer employed for overtime work. Each Shop Steward shall perform his duties as such with the least possible inconvenience to the Employer. He is to work as a Laborer and shall not use his position as Shop Steward to avoid performance of his duties as a working Laborer. Such designated Shop Stewards shall not exercise any supervisory functions. There will be no non-working Shop Stewards.

(b) The Shop Steward shall perform his duties as Shop Steward at the beginning and end of each shift, except in the event of an emergency that places an employee's health or safety at risk. At both the beginning and the end of each shift, the Shop Steward's time to perform his non-emergency duties shall not exceed five (5) minutes per each five Laborers on his shift, provided further that as soon as the Shop Steward has completed his duties, he shall immediately begin to perform his duties as a working Laborer. In addition to his work as an employee, the Shop Steward shall have the right to receive, but not promote, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each Shop Steward shall be concerned with the employees of the Shop Steward's shift and Employer covered by this Agreement and, if applicable, subcontractors, and not with the employees of any other shift or Employer or with any employees not covered by this Agreement. The Employer will not discriminate against the Shop Steward in the proper performance of his union duties, subject to the provisions of this Agreement.

(c) When an employer has multiple, non-contiguous work locations on the site, the Employer may elect to have the Union appoint additional working Shop Stewards to provide independent coverage of one or more such locations, or allow the existing Shop Steward reasonable time away from his work duties to service such other locations with approval from his supervisor, which approval will not be unreasonably withheld.

(d) Shop Stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

(e) The Employer shall not recognize any Union representative or

Shop Steward of whom it has not been informed in writing.

(f) Shop Stewards shall be governed by the same rules regulating work and access to job sites as other employees.

(g) Shop Stewards may not stop working or leave their work areas to investigate grievances without authorization from their supervisor. The investigation and presentation of grievances shall be transacted in as short time a time as possible and shall not interfere with the operations of the Employer.

(h) If a Shop Steward is discharged or rejected, the Employer shall notify the Union in writing of the termination and the cause for the termination. The termination of said Shop Steward may be grieved in accordance with this Agreement, and if the Shop Steward is found to have been improperly terminated, the Shop Steward shall be reinstated and shall be paid for all lost time, at the rate of forty (40) hours per week, for a maximum of eight (8) weeks. The Shop Steward shall be the last employee to be laid off.

Section 2. (a) Where five (5) or more Building Laborers are employed on the job, there shall be a General Foreman whose duties shall be those heretofore practiced in the Trade, and shall not perform any work as a Laborer after eight (8) Laborers are employed. All General Foremen shall receive a weekly salary which then broken down on a daily basis, shall not be less than \$35.00 per day above the prescribed rate of this Agreement. All Deputy Foreman (deputies) shall receive a weekly salary which, broken down on a daily basis, shall not be less then \$25.00 per day above the prescribed minimum. General Foremen, and Deputy Foremen shall receive paid holidays for all holidays occurring on a Monday, Tuesday, Wednesday, Thursday or Friday. However, the wages for General Foremen and Deputy Foremen, may be negotiated above the prescribed minimum. In addition, for all work outside the Building Laborers regular hours a General Foreman or Deputy Foreman shall be paid at Building Laborer's premium rates of pay as set forth in this Agreement. A Deputy Foreman or General Foreman who is laid off or who is absent because of illness during a week shall be paid for the entire payroll week. The Foreman Building Laborer shall be subject to all orders of the Foreman of the trade in which he is attending. When there is more than one Laborer Foreman employed on the job by the General Contractor or Sub-Contractor they shall be members of Local 66 complying with Article Three, Section 6(a) of this Agreement. When the job is completed and no more Building Laborers are to be employed by the General Contractor, Sub-Contractor, Builder or Owner on the job site

except for the Shop Steward, the Employer has the right but shall not be obliged to keep the Foreman Building Laborer after all the Building Laborers and the Shop Steward are laid off. In such case, only one Foreman shall be retained for the job site no matter how many General Contractors, Sub-Contractors, Builders or Owners are on the job site. If the Union feels any Shop Steward is discriminated against, the Union has the right to bring same before the Joint Arbitration Board for decision. The Employer may have one outside foreman on the job but the Employer shall not employ any other person as a General Foreman or Deputy Foreman who has not been employed under a Local 66 collective bargaining agreement for at least one year in the last three years.

(b) The selection of General Foremen and the number of General Foremen required shall be the responsibility of the Employer. General Foremen shall be designated as working foremen at the discretion of the Employer. General Foremen shall take their direction from the Employer's supervisor, and employees shall take their direction from the General Foremen or any authorized supervisor. There shall be no restriction on the right of a supervisor to perform work covered by this Agreement where such work is (i) of an incidental nature, (ii) necessary to the safety of the work or the employees, (iii) performed in connection with the instruction or training of unit employees or (iv) required due to an emergency or circumstances beyond employer's control. The Employer may hire a Deputy Foreman in the event there are more than eight Building Laborers working on the job site. The ratio of Deputy Foremen to Building Laborers shall not exceed one Deputy Foreman to eight Building Laborers on any job site.

(c) The Union may require that all Building Laborers on a job be Building Laborers whose collective bargaining agent is the Union, provided that the Employer may have no more than one key Building Laborer on the job whose collective bargaining agent is another local affiliated with the Laborers' International Union of North America, AFL-CIO ("LIUNA"), or if eight (8) or more Building Laborers are employed on the job, two such key Building Laborers whose collective bargaining agent is another local union affiliated with the LIUNA. The Business Manager of the Union, in his sole and absolute discretion, may waive, in whole or in part, the application of this section to a particular job or jobs.

Section 3. The Business Agent, Business Manager or other designated representative of the Union shall have the right to visit or go upon the Employer's jobs during working hours for the sole purpose of administering this Agreement, provided that the Union representative (i) shall have the required licenses or certificates to enter upon the job site, (ii) shall report to and advise the Employer's supervisor of his visit upon arrival at the job site and (iii) shall not unreasonably interfere with the Employer's operations. The Employer shall not unreasonably interfere with such Union representatives in the proper performance of their duties.

## ARTICLE EIGHT

Section 1. (a) The Union and Association shall establish a Hardship and Advisory Committee ("Committee") which will meet periodically and will consist of no more than three (3) representatives designated by the Union and three (3)

representatives designated by the Association. The Union and the Association shall have an equal number of votes. The purposes of this Committee are as follows:

1. To review, on an issue by issue basis, any undue hardships the Agreement may impose on the Union or an Employer and to propose means of ameliorating such hardships.

2. To discuss, on a site by site basis, proposed modifications to the terms and conditions of the Agreement in order to permit Employers to compete against unfair contractors.

3. The Committee shall have the power to abrogate specific provisions of the Agreement only with respect to specific job sites. It shall not have the authority to modify any terms of the Agreement. The Committee is not authorized or empowered to effectuate any action other than by unanimous vote of all designated representatives. Unresolved matters are not subject to the arbitration clause of this Agreement.

4. The Committee will discuss and develop an addendum to the Collective Bargaining Agreement covering economic and job site conditions unique to renovation and rehabilitation of residential work sites within the jurisdiction of the Union.

## ARTICLE NINE

Section 1. There shall be no strikes, walkouts, picketing, work stoppages, slowdowns, boycotts or other disruptive activity of a similar nature at a job site of, or otherwise directed at any Employer during the term of this Agreement, and there shall be no lockouts by an Employer, except under the following circumstances provided that the union gives 48-hours' notice to the Employer and the Association, and the Union is available to meet with the Employer during such 48-hour period:

(a) When the Employer fails to pay wages, fringe benefit contributions, or to remit dues check-offs or MTDC PAC deductions, but only after Local 66 provides the Employer with 24-hours' notice of the intent to strike;

(b) When the Employer subcontracts on site work within the Local 66 trade jurisdiction to a non-Union contractor;

(c) When the Employer has failed to produce its books and records for inspection and audit by the Funds..

(d) When the Shop Steward is discharged without prior approval by the Business Manager.

## ARTICLE TEN

Section 1. Except as otherwise provided in this Agreement and except claims, disputes, and demands arising out of the Employer's wage, fringe benefit contribution, and audit obligations; disputes arising out of jurisdictional disputes or disputes concerning the Employer's discharge of an employee for his Union membership or activity and the Employer's discharge of a Shop Steward without the Union's approval, all complaints, disputes or grievances arising between the parties hereto involving questions of interpretation or application of any clause of this Agreement, or any acts, conduct, or relations between the parties or their respective members or employees, directly or indirectly, shall be resolved in accordance with the procedure set forth in the balance of this Article.

- Step 1. All grievances must be made known in writing to the other party within ten (10) calendar days after the reason for such grievance has occurred. The aggrieved employee's or employees' Shop Steward, or another authorized representative of the Union, shall first submit a written grievance to the Job Superintendent or his or her duly authorized representative. The Shop Steward, or another authorized representative of the Union, shall be present at any meeting between the Job Superintendent and the aggrieved employee or employees. The Job Superintendent, or his or her duly authorized representative, must make a written disposition of the matter within four (4) calendar days after the submission of such written grievance thereto.
- Step 2. If the disposition of the matter by the Job Superintendent, or his or her duly authorized representative, is not satisfactory, the matter must be taken up by the Business Agent and a representative of the Employer with authority to act within four (4) days of the written disposition set forth in Step 1.
- Step 3. If the disposition of the matter in Step 2 is not satisfactory, the Business Manager shall attempt to resolve the matter with the Assistant Managing Director of the Association within four (4) days after Step 2.

Arbitration: If Step 3 is not successful, the grievant shall request a list of seven (7) arbitrators from the labor panel of the American Arbitration for final and binding decision. Such requests shall be no later than six (6) days after Step 3. Both parties agree to submit to such arbitration and be bound by and follow the decision

rendered. Failure to do so on the part of the grievant shall deem the grievance closed. The arbitrator shall be selected by alternately eliminating names from the seven (7) person list until one remains. The grievant or his or her representative shall strike the first name.

The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provision of this Agreement or any amendment or supplement thereto, or to add new provisions of this Agreement or any amendment or supplement thereto. If the arbitrator should determine that the grievance is not covered by this Agreement, he shall return the grievance to the parties without decision and the grievance shall be closed.

Section 2. The costs of arbitration which shall include the fees and expenses of the arbitrator shall be borne by the Company in case its principal contention is rejected by the arbitrator, and the Union in case its principal contention is rejected by the arbitrator, except that each party shall pay all of the fees of its own representatives and witnesses. Any dispute as to whose principal contention is rejected shall be determined by the arbitrator. In the case that both parties' principal contention is upheld in part, the arbitrator shall designate what part of the costs are to be borne by which party according to the relative merits of each party's position.

## ARTICLE ELEVEN

Section 1. (a) In the event that any Federal or State Court shall at any time decide that any clause or clauses of this Agreement is or are void or illegal, such decisions shall not invalidate the other portions of this Agreement, but such clause shall be stricken out and the remaining portion of this Agreement shall be considered binding between the parties hereto. Nothing contained in this Agreement shall be construed to deprive any one or more individual laborer from pursuing whatever civil or criminal remedies they may have under the law for the collection of their wages, or any part thereof.

(b) Any provisions of this Agreement which provide for Union security or employment in a manner and to an extent prohibited by any law or the determination of any governmental Board or Agency shall be and hereby are of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions of this Agreement which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment, or by a decision of the Court of highest recourse, to be legal or permissible, then any such provision of this Agreement shall immediately become and remain effective during the remainder of the term of this Agreement. The Union reserves the right to renegotiate any of the provisions of this Agreement which may be of no force or effect.

## ARTICLE TWELVE

Section 1. No employee shall be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of any applicable statute, court order, or governmental regulation relating to safety of person or equipment, or under any other conditions that are not reasonably safe.

Section 2. The Employer and the Union do hereby agree to work together to promote safety on the job for the benefit of all employees. Safety rules and regulations will be made known to all employees and the use of safety equipment will be continually promoted by both parties. The parties further agree that they will cooperate to ensure that effective July 1, 2009, all Building Laborers that work under the Agreement shall have completed the 10-Hour OSHA course, and shall maintain any and all certifications, *e.g.* scaffolding, required to perform the work at issue.

Section 3. (a) The Union and the Employer agree that willful neglect and failure by an employee to obey company safety rules and regulations; or to obey safety rules, standards and regulations as prescribed pursuant to the Occupational Safety and Health Act or other governmental regulation or legislation; or to use properly such safety devices or equipment as are provided by the Employer shall be just cause for discharge and it shall be the decision of the Union as to whether recourse will be had to grievance procedure of this Agreement.

(b) The Union agrees to cooperate with the Employer in encouraging employees to observe the safety regulations prescribed by the Employer and to wear properly and utilize safety equipment as required by the Employer and to work in a safe manner.

(c) The Union further agrees that Union representatives visiting job sites shall obey all company safety rules and regulations and shall obey all safety rules, standards and regulations prescribed pursuant to the Occupational Safety and Health act or other governmental regulation or legislation, and shall wear and use properly all safety devices or equipment employees on the job site are required to wear and use.

Section 4. A Joint Safety Committee shall be created of three (3) representatives from the Union and three (3) representatives of the Association bound to collective bargaining agreements with the Union regarding work conditions on construction sites. This committee will only have advisory power and does not have authority to add to, subtract from, or modify the terms of the Agreement.

Section 5. No provision of this Agreement shall supercede any municipal, state or federal law which imposes more stringent requirements as to safety, sanitary or general work conditions than are imposed by this Agreement.

## ARTICLE THIRTEEN

Section 1. If an employer covered by this Agreement or any of the

Employer's owners forms or acquires by purchase, merger or otherwise, an ownership interest in another company performing bargaining unit work within the jurisdiction of this Agreement, this Agreement shall cover such other company, and the employees of such other company performing bargaining work shall be considered an accretion to the bargaining unit within the jurisdiction of this Agreement.

Section 2. If an Employer covered by this Agreement or any of the Employer's owners forms or acquires by purchase, merger or otherwise, an ownership interest in another company performing bargaining unit work within the jurisdiction of this Agreement, this Agreement shall cover such other company, and the Employer and such other company shall be jointly and severally liable for each other's obligations under this Agreement.

Section 3. A corporate contractor party to this Agreement and/or the majority stockholders of such corporation shall promptly notify the Union in writing of any such other corporation as herein above described in Section 2, which corporation is in existence at the time of the effective date of this Agreement or that may come into existence during the life of this Agreement, stating its full corporate name and address.

Section 4. A "successor" is defined as any entity created by an officer, director, owner, or shareholder of an employer performing bargaining unit work within the Union's geographic jurisdiction.

Section 5. In the event that all or part of the Union's trade or geographic jurisdiction as defined by the terms of this Agreement is transferred to another local union, such local union shall be deemed a successor to Local 66 and this Agreement shall cover such other local union with regard to the work within the transferred jurisdiction.

Section 6. In such cases of an Employer's withdrawal, resignation, suspension or termination from membership in the Association, such Employer and its principal officer agrees, during the terms of this Agreement, to be bound by the terms of the collective bargaining agreement between the Union and independent contractors (referred to hereinafter as the "Independent Agreement") then in effect, which shall supercede any conflicting or lesser provisions. Copies of the Independent Agreement shall be furnished to the Association and shall be furnished by the Union to the Employer signatory to this Agreement upon request.

## ARTICLE FOURTEEN

Section 1. **TERMINATION:** This Agreement is entered into this 1<sup>st</sup> day of July 2008, by and between:

The Association of Wall, Ceiling & Carpentry  
Industries of New York, Inc.,  
and  
The General Building Laborers' Local No. 66, of  
the



Laborers' International Union of North America,  
and shall be effective  
from July 1, 2008 until June 30, 2011.

Section 2. Each officer of each employer agrees that during the term of this agreement, (a) he will not employ and, (b) he will not be associated with any business enterprise, directly or indirectly, as a principal, agent, employer, officer, director or stockholder which employs Building Laborers in any aspect of the construction industry unless the Employer of such Building Laborers is in contractual relations with General Building Laborers' Local Union No. 66. He further agrees to be bound by the terms of this Agreement to the same extent and with the same effect as if he was the Employer named herein.

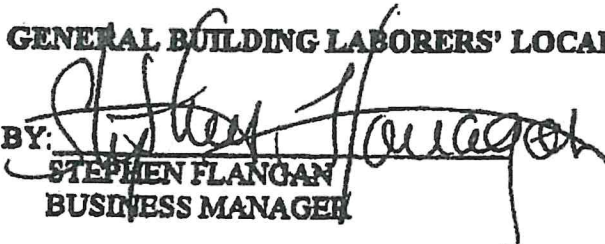
Section 3. This Agreement shall become effective and binding upon the parties hereto on the 1st day of July, 2008 and remain in effect through June 30, 2011, and shall renew from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify, amend or terminate this Agreement on its anniversary date. Such notice must be given in writing by first class and certified mail, postage prepaid, at least sixty days, but not more than ninety days, before the expiration date of this Agreement.

Signed by both parties as of the 1<sup>st</sup> day of July, 2008:

**THE ASSOCIATION OF WALL-CEILING & CARPENTRY INDUSTRIES OF  
NEW YORK, INC.**

BY:   
\_\_\_\_\_  
**JOSEPH OLIVIERI  
EXECUTIVE DIRECTOR**

**GENERAL BUILDING LABORERS' LOCAL UNION NO. 66**

BY:   
\_\_\_\_\_  
**STEPHEN FLANGAN  
BUSINESS MANAGER**