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Title: **Bricklayers Trade Agreement (Undersigned Employers of Bricklayers) and International Union of Bricklayers & Allied Craftworkers (BAC), Local 1 (2002)**

K#: **8545**

Employer Name: **Bricklayers Trade Agreement (Undersigned Employers of Bricklayers)**

Location: **New York NY**

Union: **International Union of Bricklayers & Allied Craftworkers (BAC)**

Local: **1**

SIC: **1741**

NAICS: **23814**

Sector: **P**

Number of Workers: **1700**

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

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K 8545
1,700 workers

32 pp.

TRADE AGREEMENT

between

_____

and

LOCAL NO. 1 NEW YORK,
OF THE
INTERNATIONAL UNION
OF
BRICKLAYERS AND
ALLIED CRAFTWORKERS

Effective on and after
July 1, 2002
to
June 30, 2005

183567 v1

TABLE OF CONTENTS

ARTICLE I RECOGNITION 1
- Section 1. Recognition 1
- Section 2. Work Outside of Area 1
- Section 3. Prohibition on work for Non-Signatory 2

ARTICLE II HOURS 2
- Section 1. Regular Hours and Overtime 2
- Section 2. Saturdays. Sundays and Holidays, etc. 2
- Section 3. Exceptions 2
- Section 4. Make-Up Time 3
- Section 5. Employment By Others 4
- Section 6. Emergencies 4

ARTICLE III WAGES, LOCAL AND INTERNATIONAL UNION WORKING DUES CHECK-OFF, CONTRIBUTIONS TO BRICKLAYERS FRINGE BENEFIT FUNDS AND INDUSTRY FUNDS 4
- Section 1. Wages 4
- Section 2. Overtime 5
- Section 3. Working Dues Check-off 5
- Section 4. Welfare Fund 5
- Section 5. Pension Fund 6
- Section 6. Supplemental Annuity Fund 6
- Section 7. Industry Funds 7
- Section 8. Fringe Benefits Administration 7
- Section 9. Delinquency Committee 11
- Section 10. Payment of Wages 11

ARTICLE IV CONDITION OF EMPLOYMENT 13
- Section 1. Job Site Conditions 13
- Section 2. Tools 14
- Section 3. Elevator 15
- Section 4. Identification 15
- Section 5. Rebates Employers 15
- Section 6. Laws 15
- Section 7. Union Notification, Union Security, and Referrals 16

ARTICLE V STRIKES AND LOCKOUTS 16

ARTICLE VI UNION RELATIONSHIP 17
- Section 1. Shop Steward 17
- Section 2. Job Site Visits 17
- Section 3. Persons in Charge 18
- Section 4. Employment 18
- Section 5. Schedule 18

Section 6. Preference 19
Section 7. Apprentices 19
Section 8. Labor 20

ARTICLE VII WORK INCLUDED 20
Section 1. Construction 20
Section 2. Cutting 23
Section 3. Panelization 23
Section 4. Contracting 24

ARTICLE VIII MISCELLANEOUS 25
Section 1. Severability 25
Section 2. Six Hour Day 26
Section 3. Coverage of Agreement 26
Section 4. Work Preservation 26
Section 5. Dates 27
Section 6. Retroactivity 27
Section 7. Supercession 27
Section 8. Successors 27

ARTICLE IX ARBITRATION 27
Section 1. 27

ARTICLE X RENEWAL 28
Section 1. 28
Section 2. 28

ARTICLE XI SIGNATURE 29

AGREEMENT

This agreement is entered into by and between the Undersigned Employer of Bricklayers ("Employer") on its own behalf, and LOCAL NO. 1, NEW YORK, INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS ("BAC") (hereafter "Union"). The provisions of this Agreement are effective on and after July 1, 2002 and terminate June 30, 2005.

ARTICLE I

RECOGNITION

Section 1. Recognition

A. This Agreement is effective in the region of New York City and all of Long Island in the State of New York. The Union is hereby recognized as the exclusive Collective Bargaining Agent of all Bricklayers employed by the Employer parties to this Agreement. The term "Bricklayer" includes, without limitation, all persons employed on work specified in Article VII hereof.

B. Inasmuch as (1) the Union has requested recognition as the majority, Section 9(a) representative of the Employees in the bargaining unit described herein and (2) has submitted or offered to show proof of its majority support by those Employees, and (3) the Employer is satisfied that the Union represents a majority of the bargaining unit employees, the Employer recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative as a result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB election.

Section 2. Work Outside of Area

When the Employer has any work specified in this Agreement to be performed outside of the area covered by this Agreement and within the area covered by the standard agreement of another affiliate of the BAC, the Employer agrees to abide by the full terms and conditions of the standard Agreement in effect in the job site area with respect to both traveling employees and employees hired in the job site area. Employees covered by this Agreement who are sent to projects outside the area covered by this Agreement shall be paid at least the established minimum wage scale specified in this Agreement but in no case less than the established minimum wage scale of the local Agreement covering the territory in which such work is being performed plus all contributions specified in the job site local Agreement. The Employer shall in all other matters be governed by the provisions established in the job site local Agreement. If employees are sent back to work on a project in an area where there is no local Agreement covering the work specified in this Agreement, the full terms and conditions of this Agreement shall apply.

Section 3. Prohibition on work for Non-Signatory

No Bricklayers shall work for anyone who is not a signatory, or a member of an Association which is not a signatory, to an agreement to comply with all rules and regulations and to pay wages and contributions.

ARTICLE II

HOURS

Section 1. Regular Hours and Overtime

A. Regular hours of labor are from 8 A. M. to 4 P.M. exclusive of the noon hour. It is optional for the Employer and Union to mutually agree to reduce the lunch hour by one-half (1/2) hour in which event, the work day shall end at 3:30 P.M. An earlier than 8:00 A.M. starting time may be scheduled upon mutual consent of the Union and Employer. Once the starting time for a job has been scheduled, it shall not be changed for the duration of the job except by mutual consent of the Employer and the Union. If the scheduled starting is changed by mutual consent, the scheduled quitting time shall be seven (7) working hours after the new scheduled starting time. Agreed upon overtime will be paid for all time worked after the scheduled quitting time, at the rate of time and one-half with respect to wages and at straight time with respect to contributions to Bricklayers Fringe Benefit Funds ("Overtime Rates"). All hours worked after scheduled quitting time shall be at Overtime Rates.

B. The Employer has the right to schedule an eighth (8th) hour of work at Overtime Rates without procuring permission of the Union, provided all employees employed by the Employer work such eighth (8th) hour of work at Overtime Rates and provided further that reasonable notice is given to such employees.

Section 2. Saturdays, Sundays and Holidays, etc.

There shall be no work on Saturday or Sunday. Also there shall be no work on New Year's Day, Presidents' Day, Memorial Day, Independence Day; Labor Day, Thanksgiving Day and Christmas Day, as these are recognized holidays.

Section 3. Exceptions

Bricklayers may work on days excepted in Section 2 hereof, or outside regular hours on work that cannot be done during regular hours with safety or without serious inconvenience to others. The Employer and Bricklayers must obtain written permission from-the Local I President for each case of this nature. The Employer shall pay for all such time worked at Overtime Rates. Nothing in this Section shall supersede any provision of section 1 hereof or Article III, Section 2 hereof.

Section 4. Make-Up Time.

A. Where time is lost due to circumstances beyond the control of the Employer, there shall be an eighth (8th) hour of makeup time during the. week days at straight time rates, but only up to a maximum of thirty-five hours per week. Any work over thirty-five hours shall be paid at the overtime rate.

B. The Employer shall be entitled to Saturday makeup day throughout the year. Hours lost during the work week, Monday through Friday, shall be aggregated and the number of hours, up to a maximum of 35 hours per week, may be worked on Saturday at straight time rates. The employees shall be entitled to a full day's work on Saturday, and hours above the 35 hours for that week shall be at the overtime rate.

C. To avail itself or make up time and/or the Saturday make-up day, the Employer must provide the Union President or, in his absence, the Union Secretary Treasurer, with advance notice of its intent to have employees work the makeup time and/or the Saturday make-up day, and the Union President or Secretary-Treasurer, as the case may be, must approve the request.

D. If the Employer's collective bargaining agreement with the labor organization representing the employees tending and otherwise supporting the bricklayers, ("the support personnel") does not permit the support personnel to work a Saturday make-up day at straight-time rates, then the Union will supply employees to perform all tasks and functions which the support personnel normally perform. Such employees supplied by the Union shall receive a pay and fringe benefits package at the rate then being received by support personnel represented by the Union.

E. No employee shall be required to work on Saturday, or the 8th hour during weekdays, and no employee shall be subject to discipline, retaliation of any kind or penalty for failure to do so. Employees regularly on the particular job shall have first preference for Saturday makeup day, then the Employer shall be entitled to hire other employees to perform the work.

F. Where the Employee misses a day of work because of his own individual absence and not because of circumstances beyond the Employer's control, he shall receive pay at the rate of time and one-half if he works that Saturday. If work is being performed at the overtime rate on a Saturday, the Employer cannot deprive such Employee of that opportunity because he has missed one or more days during the work week.

G. The number of employees working on a Saturday makeup day shall not exceed the number scheduled to work on the weekday or weekdays on which time is lost because of circumstances beyond the Employer's control.

H. If on a given weekday, a portion of the crew assigned to work that day does perform work and another portion of the crew is unable to work due to circumstances beyond the Employer's control, only the number of employees who are unable to work that day are subject to

the makeup day. If the employer hires more than that number for Saturday work, then all employees working that Saturday shall be paid at the rate of time and one-half.

Section 5. Employment By Others

No Employer shall knowingly permit any Bricklayer to work for any time, which, when added to the time spent at work for another Employer, or otherwise, exceeds the maximum permitted herein, nor shall any Bricklayers so work.

Section 6. Emergencies

The provisions as to hours are not effective in cases involving danger to life or property provided Article III, Section 2, is complied with.

ARTICLE III

WAGES, LOCAL AND INTERNATIONAL UNION WORKING DUES CHECK-OFF, CONTRIBUTIONS TO BRICKLAYERS FRINGE BENEFIT FUNDS AND INDUSTRY FUNDS

Section 1. Wages

A. Effective July 1, 2002 the wage package (including fringe benefit contributions) shall be increased by $2.00 per hour to $54.73 per hour, the new wage rate being $36.57 per hour (which includes dues check-offs and PAC in a total amount of $1.41). Wages and contributions to the Bricklayers Fringe Benefit-Funds and Industry Funds shall be further increased during the term of this agreement as follows:

Effective Date	Amount of increase per hour
7/1/03	$2.00
7/1/04	$2.00

The Union shall be entitled, in its sole and absolute discretion, to allocate and reallocate the foregoing increases, or any portion thereof, to wages or to any of the Bricklayers Fringe Benefits Funds or Industry Funds.

B. If during the term of this Agreement, wage controls are enacted in any form and any portion of wages are deferred, deleted or cut back, the parties shall reallocate the money into Bricklayers Fringe Benefit Funds to the extent permissible under law.

C. Whenever an hourly rate that is in excess of the wage rate provided for in Paragraph (a) of this Section is paid on any job to any Bricklayer, other than Foreman or Assistant foreman (Deputies) who work with the tools, the highest hourly rate of wages paid to any Bricklayer who works with the tools on such job shall be the rate of wages for all

Bricklayers on such job working with the tools, from the date such excess rate was paid to any such Bricklayer to the date of the completion of such job.

Section 2. Overtime

All overtime including Saturdays shall be at time and one-half (1/2) wages, except any work performed on Sundays and Holidays, as specified in Article II, Section 2 hereof, shall be at double wages. Overtime means any time spent working outside regular hours or any work performed on the days excepted in Article II, Section 2 hereof. However, except as provided in Article II, Section 4, when an individual Bricklayer works over seven (7) hours in any twenty-four (24) hour period, the time after seven (7) hours shall be considered overtime and shall be paid at time and one-half (1/2) wages as provided in Article II, Section 1 hereof. Employers and Bricklayers must obtain written permission from the President of Local 1 for each case of this nature except as provided in Article II, Section I (b).

Section 3. Working Dues Check-off

A. Effective July 1, 2002, each Employer agrees to deduct from the wages of all Bricklayers, working dues checkoff in an amount equal to one and two tenths (1.2%) percent of the gross wage package ($.66 per hour), Local Defense Fund contributions in the amount of $.12 per hour and Local PAC contributions in the amount of $.03 per hour, or such amount as the Union shall specify from time to time. Such working dues check-off must be added to the hourly wages for taxation and then deducted from the net wages (after taxes) of all bricklayers who authorize such deductions in writing, and shall be paid over to the Union not later than one (1) week after said deduction, together with the contributions to Bricklayers Fringe Benefit Funds. It is understood that the total package includes hourly wages, working dues check-off, contributions to Bricklayers Fringe Benefit Funds and industry funds.

B Effective July 1, 2002, the Employer shall deduct from wages International Union working dues checkoffs of one percent (1%) of the wage package (including fringes) for each hour of employment ($.55 per hour), or such amount as the International Union shall specify from time to time, from the wages of each Bricklayer who has signed an assignment conforming to federal law authorizing the deduction of such International Union working dues check-offs and shall transmit to the International Union the sums which the International Union has specified.

C. It is mutually agreed that the Bricklayer assignments authorizing the deduction of working dues check-off shall be in blanket form filed with the Union. The Union agrees to indemnify and hold harmless the Employer from any and all claims and/or actions arising out of such deductions providing that the working dues check-off have been paid over to the Union.

Section 4. Welfare Fund

A. All Employers shall pay weekly the following contributions per hour for each hour of employment of Bricklayers within the territory of this Agreement for the pay period immediately preceding into the Bricklayers Insurance and Welfare Fund to be administered and

expended by the Trustees pursuant to the provisions of the Agreement and Declaration of Trust as amended for the purpose of providing welfare benefits for eligible Bricklayers and eligible dependents as the Trustees may determine in their sole discretion.

July 1, 2002.....$4.98 per hour

B. Elected full time officers of the Union shall be considered participants in the Welfare Fund and shall be eligible for all benefits, provided contributions are paid on their behalf as with any other Employer.

C. All other full time employees of the Local Union and all employees of the Bricklayers Fringe Benefit Funds may be participants in the Welfare Fund on the same conditions as other Bricklayers provided contributions are paid on their behalf as with any other Employer.

D. Each Employer shall provide disability insurance coverage for all Bricklayers employed by Employer to conform with the requirements of the New York State Disability Insurance Law.

Section 5. Pension Fund

A. All Employers shall pay weekly the following contributions per hour for each hour of employment of Bricklayers, except Apprentices and Improvers, within the territory of the Agreement for the pay period immediately preceding into the Bricklayers Pension Fund. Such payments shall be made to the Trustees designated under the provisions of the Agreement and Declaration of Trust as amended creating the Pension Fund for the purpose of providing pension benefits for eligible Bricklayers.

July 1, 2002.....$5.03 per hour

B. Effective July 1, 2002, All Employers shall pay $ 1.50 (one dollar fifty cents) per hour, including for Apprentices and Improvers, to the Trowel Trades International Pension Fund.

C. Required government approvals, if any, shall be obtained concerning deductibility as a business expense for tax purposes of all contributions to the Pension Fund made by Employers.

Section 6. Supplemental Annuity Fund

A. All Employers shall pay weekly the following contributions per hour for each hour of employment of Bricklayers within the territory of this Agreement for the pay period immediately preceding into the Bricklayers Supplemental Annuity Fund. Such payments shall be made to the Trustees designated under the provisions of the Agreement and Declaration of Trust as amended creating the Supplemental Annuity Fund for the purpose of providing supplemental annuity benefits for eligible Bricklayers.

July 1, 2002.....$5.50 per hour

B. Employer contributions for Apprentices and Improvers shall be $3.00 per hour for each hour of employment payable weekly for the pay period immediately preceding.

C. Elected full time officers and employees of the Union may participate in the Supplemental Annuity Fund provided the Union pays contributions to the fund on their behalf.

D. Required government approvals, if any, shall be obtained concerning deductibility as a business expense for tax purposes of all contributions made by Employers to the Supplemental Annuity Fund.

Section 7. Industry Funds

All Employers of Bricklayers shall during the term of the Agreement pay weekly:

A. Effective July 1, 2002, 1.15 per hour for each hour of employment of Bricklayers and apprentices and Improvers within the territory of this Agreement, for the pay period immediately preceding, to be allocated as follows:

B. Effective July 1, 2002; $.20 (twenty cents) per hour to be paid to the Joint Apprenticeship and Training Fund.

C. Effective July 1, 2002, $.75 (seventy five cents) per hour to be paid to the "International Masonry Institute."

D. Effective July 1, 2002, $.20 (twenty cents) per hour to be paid to the jointly administered New York City and Long Island Labor-Management Committee under § 302(c)(9) of the LMRA.

Section 8. Fringe Benefits Administration

A. Employer Bound By Agreements And Declaration of Trusts -- The Employer hereby agrees to be bound by and to the above stated Agreements and Declarations of Trusts, as though he had actually signed the individual documents and further agrees to be bound by all actions taken by the Trustees of these Funds pursuant to said Agreements and Declarations of Trusts.

B. Joint Administration of Funds -- All Fringe Benefit Trust Funds (Pension, Welfare, Supplemental Annuity, and Industry Funds). shall be jointly administered by Trustees designated under the provisions of the existing Agreements and Declarations of Trust, as amended. Each Trust Fund shall bear its own cost of administration.

All amendments necessary to effectuate the foregoing shall be made in the trust documents.

C. Bricklayers Fringe Benefit Fund Audits, and Liquidated Damages -- Payments by the Employer to Bricklayers Insurance and Welfare, Pension and Supplemental Annuity Funds, Trowel Trades International Pension Fund, New York City and Long Island Bricklayers Joint

Apprenticeship and Training Fund, Bricklayers IMI, and the Labor Management Relations Committee (hereinafter Bricklayers Fringe Benefit Funds) shall be accompanied by Employer Remittance Reports furnished by Bricklayers Fringe Benefit Funds, containing such data as the Trustees may from time to time determine in their discretion to be necessary. The furnishing of timely Remittance Reports to the Funds shall be an independent obligation of the Employer whether or not timely payment accompanies them. The books and records of the Employer shall be made available at all reasonable times for inspection and audit by, but not limited to, the accountant, outside independent auditors or other representatives of the Trustees of any of Bricklayers Fringe Benefit Funds. The Employer shall be required to disclose upon such audits all payrolls and payroll ledgers including office payrolls, yard payrolls, New York payrolls, New Jersey Payrolls, Computer payroll printouts, W-2 forms, quarterly federal payroll tax returns (Form 941), quarterly state payroll tax returns (Forms WRS-4 and WRS-30), annual federal and state tax returns, cash disbursements, journals, purchase journals, New York State employment records, insurance company reports, employer remittance reports, payroll and supporting checks, ledgers, vouchers, 1099 forms; evidence of unemployment insurance :contributions; payroll tax deductions, disability insurance premiums; certification of workers compensation coverage, checks in support of any governmental filings or tax payments, remittance reports and checks in support thereof, documents showing the job location at which each employee was employed, and any other documentation, concerning payment of fringe :benefit contributions-for hours worked by Bricklayers remitted to multi-employer fringe benefit funds other than Bricklayers Fringe Benefit Funds described herein, and any other items concerning payrolls.

All documents produced and all information obtained in the conduct of the audits of the books and records of employers shall be deemed to have limited confidential status insofar as the results of the audits of the books and records of employers may only be utilized: by the Trustees consistent with their fiduciary duties and responsibilities to effectively and efficiently facilitate the collection of contributions to Bricklayers Fringe Benefit Funds, including, inter alia, the prosecution of lawsuits for audits and for the collection of delinquencies in contributions to Bricklayers Fringe Benefit Funds.

The Employer shall retain, for a minimum period of six (6) years; payroll and related records necessary for the conduct of a proper audit in order that a designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to this Agreement are paid in fill. 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 hour subject to contributions for each month of the requested audit period are the highest number of Bricklayer hours for any month during the twelve preceding months audited, or during: the last twelve (12) 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 (7) 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 Bricklayers Fringe Benefit Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit.

When Auditors are sent to audit the books and records of the Employer pursuant to an appointment agreed to in writing and the auditor cannot start at the appointed time and date and must return because of the fault of the Employer or when complete payroll records required herein are not furnished due to the fault of the Employer, then the Employer shall pay the bona fide charges imposed by the auditor.

It shall be a violation of this Agreement for any Employer to fail to wish proper payroll records when requested for the purpose of completing an audit. The Union shall have the right to remove all its members from the offending Employer provided that three (3) days notice of the intention to remove Bricklayers from the job is given to the Employer by the Union by certified mail. If such members are removed pursuant to this provision, they shall receive two (2) days pay from the Employer. In the event an Employer does not permit and/or provide an audit of its books and records as required by this Agreement, the Employer, shall be liable for liquidated damages as provided by this Agreement and all other relief permitted by law.

In the event the Employer does not make timely payment of contributions to Bricklayers Fringe Benefit Funds required herein, it is agreed that the Employer shall be liable for the following liquidated damages: An additional payment of five (5%), percent of the amount owing, and, if the Employer is a corporation, interest at the per annum rate of ten (10%) percent of the amount owing or at the maximum legal rate, whichever is greater. If the Employer is not a corporation, interest shall be at the maximum legal rate. Furthermore, if an audit is required of the Employer's books and records and a deficiency in contributions is determined, which is not paid within seven (7) days after reasonable notice, the Employer agrees to pay as additional liquidation damages five (5%) percent of the amount owing. If, thereafter, in the sole discretion of the Trustees, the Employer's account is referred to legal counsel for collection, the Employer agrees to pay as, additional liquidation ages five (5%) percent of the amount owing as attorneys fees. If litigation is instituted by service of a summons, and complaint or participation in any insolvency proceeding of the Employer is required, the Employer agrees to pay as additional liquidated damages five hundred ($500.00) Dollars to each of the Bricklayers Fringe Benefit Funds, or five (5%) percent of the amount owing, whichever amount shall be greater. The Employer acknowledges and understands that the above liquidated damages are cumulative and are required to protect the fiscal integrity of Bricklayers Fringe Benefit Funds. Where collection of payment is made pursuant to a judgment against the Employer, the Employer recognizes the Trustees' right to receive liquidated damages, interest, costs and attorneys' fees provided for pursuant to the civil enforcement provisions of the Employee Retirement Income Security Act, as amended. In the event the Employer does not make timely payment of contributions to Bricklayers Fringe Benefit Funds required herein, the Union shall have the right to remove all its members from the job, provided that three (3) days written notice of the intent to remove Bricklayers from the job is given to the .Employer by the Union by Certified Mail.

Where payment is made or an audit is conducted pursuant to a judgment or court order, the Employer recognizes the right of the Trustees of Bricklayers Fringe Benefit Funds to have the court enter an order permanently enjoining the Employer and its agents, representatives; directors, officers, stockholders, successors and assigns, for the remaining term of this Agreement from failing, refusing or neglecting to submit the required Employer Remittance

Reports and/or to pay the required contributions to Bricklayers Fringe Benefit Funds; and requiring the Employer to cooperate in an audit in accordance with the provisions of this Agreement. The Employer represents and warrants that it will not raise any defense, counterclaim or offset to the Trustees' application for this order.

If an Employer becomes delinquent because of a failure to pay contributions to Bricklayers Fringe Benefit Funds by the twentieth (20th) day of the month following the month for which such contributions are due, such Employer will be required to make payments on a weekly basis thereafter until relieved of such obligation by the Union and the Delinquency Committee of the Trustees of the Bricklayers Fringe Benefit Funds.

In the event that the Union misuses any of the books or records procured from an Employer pursuant to this paragraph (c) or in the event that the Union utilizes any of these provisions for the sole purpose of abusing or harassing an Employer, the Arbitrator shall have the right to penalize the union by imposing a fine against it in an amount to be determined by the Arbitrator.

D. The Union shall have the right at any time during the term of this agreement and upon reasonable notice to the Employer to institute a "receipt" system for the payment of fringe benefit contributions.

E. Bonding of Contributors to Bricklayers Fringe Benefit Funds -- No Bricklayers may work on any job unless the Employer shall have furnished the Trustees of the various Bricklayers Fringe Benefit Funds with a satisfactory surety bond guaranteeing payment of all contributions provided for in this Article III in this Agreement. The Trustees shall be empowered to require that the bond be in an amount equal to the highest amount owed by the Employer to the various Bricklayers Fringe Benefit Funds at any one time during the preceding three years, but in no event less than $40;000.00. In lieu of a bond or as a supplement to a bond, an Employer may, at the sole discretion and upon the sole consent of the Trustees of Bricklayers Fringe Benefit Funds, furnish cash and/or collateral alternatives in satisfaction of this bonding requirement sufficient to cover one (1) month fringe benefit contributions. The Trustees of the Bricklayers Fringe Benefit Funds shall have the right to request any Employer to increase the amount of its surety bond and/or cash and/or collateral alternatives whenever they deem it necessary for the protection of Bricklayers Fringe Benefit Funds. Each joint venturer shall furnish a new surety bond covering each joint venturer and the joint venture; or shall furnish a rider from each of their respective insurance carriers, confirming that their respective surety bonds protect Bricklayers Fringe Benefit Funds during the period of the joint venture.

Employers who have posted the proper bond, as described herein in Article III; Section 8 E, shall be permitted to make contributions to the Bricklayers Fringe Benefit Funds monthly rather than weekly on or before the twentieth (20th) of the month following. If an Employer becomes delinquent because of a failure to pay, contributions by the twentieth (20th) day of the month following the month for which such contributions are due, such Employer will be required to make payments on a weekly basis thereafter until relieved of such obligation by the Union and the Delinquency Committee.

Section 9. Delinquency Committee

The parties to this Agreement recognize the vital need to. collect all Employer contributions payable to the Bricklayers Fringe Benefit Funds and have therefore included in this Agreement "the Delinquency Committee" which has been established by the Trustees of the Bricklayers Fringe Benefit Funds. The parties agree that the "Committee" is fully authorized to both establish and modify all rules, relations and procedures required for the collection of contributions. The committee is also authorized to enforce collections of delinquent accounts through legal process. All parties to this Agreement shall be obligated to cooperate fully with the Delinquency Committee .for the purpose stated above.

Section 10. Payment of Wages

A. Employers shall make payment of all wages due in lawful currency. Payments shall be made in sealed envelopes and plainly marked showing Employer's name and address. printed or stamped, Bricklayer's name, hours worked, amount earned, and deductions required by law. The Employers or their representatives shall not be permitted to give any advance in wages to Bricklayers, nor shall be permitted to lend money to Bricklayers.

B. Wages shall be due and payable during working hours on Friday for work done up to quitting time of the preceding Tuesday. Should Friday be a bank holiday, wages shall be due and be payable during working hours on Thursday for work done up to quitting time of the preceding Monday. On jobs where the stagger system is used the Employer shall give due notice to those Bricklayers affected as to the time the paymaster will be at the job. If for any reason Bricklayers are not working on pay day, the Employer shall make every reasonable effort to pay these Bricklayers before twelve o'clock noon. If the Employer finds that to pay off jobs on Friday is an undue hardship, upon request he shall be permitted to pay specified jobs on Thursday. The day designated as the first pay day in such instance shall be the prescribed pay day until the completion of the job.

C. Notwithstanding anything herein contained Employers shall have the right to make weekly payment of wages by check, provided:

1. all legal requirements are complied with;

2. Written notice by registered mail shall be given to the union of an election to pay by check;

3. payment shall be made by check bonded to guarantee against forgery;

4. checks shall be delivered to Bricklayers at least one day preceding a banking day; and

5. in the event a wage check is not honored by the bank on which drawn for any reason whatsoever, then the Bricklayer affected thereby shall receive an extra two days' pay for waiting tine and such nonpayment shall be justification for withdrawal of

Bricklayers and shall be an exception to the provisions of the Agreement prohibiting the withdrawal of Bricklayer.

D. Where Bricklayers are not on the job, for any reason for which the Employer is not responsible, when the paymaster is paying off the Bricklayers, they may be sent to the main office for their pay, but without allowance for the time spent in going to and from the office, but where the Bricklayers are not on the job because of any reason for which the Employer is responsible, they shall be allowed one (1) hour with pay in going to the office for their pay. Where Bricklayers are not paid on the specified pay 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.

E. When Bricklayers are to be discharged, they must be notified during working hours, at least one-half (1/2) hour prior to discharge and must be paid on the job immediately upon discharge either in cash or by check. A violation of this rule entitles a Bricklayer to compensation at the rate of wages per hour set forth in Section 1.A. of this Article for the working time that elapses between the time of discharge and the time of receiving his money, provided the Bricklayer 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 a Bricklayer remain on the job for a longer time. Bricklayers must be given termination notice of the State of New York Department of Labor, Division Placement and Unemployment Insurance when discharged, or an equivalent notice acceptable to that division. If this notice cannot be given to the Bricklayer on the job at the time of discharge; the Employer may mail the notice the following business day to the Bricklayer and this shall be deemed substantial compliance.

Failure to furnish or mail such notice as herein provided shall entitle a Bricklayer to two (2) hours pay deemed to reimburse the Bricklayer as the agreed measure of loss.

F. All Bricklayers discharged between the hours of eight a.m. and twelve noon (8:00 a.m. & 12:00 p.m.), shall be paid until 12 o'clock noon on the date of discharge. All Bricklayers discharged between the hours of 1 p.m. and 4 p.m. shall be paid until 4 p.m. unless the lunch hour has been reduced to one-half (1/2) hour in accordance with Article II, Section 1, in which event Bricklayers discharged between 12:30 p.m., and 3:30 p.m. shall be paid until 3:30 p.m. Upon discharge or layoff, the Bricklayer shall receive 30 paid minutes within which he may collect his tools, clothes, and other personal effects at the shanty. This does not apply to a layoff, nor does it apply to men not on the job at starting time. Whenever there is a rehiring following a layoff, Bricklayers who were employed at the time of the layoff, including Bricklayers who were absent from work on account of sickness, shall be entitled to preference in the rehiring, provided they are at the Job available for employment at the time of rehiring. Advance notification of such rehiring must be given to the Union.

G. When a Bricklayer who is working on the job reports for work at 8 a.m. or such other time as instructed and is not permitted to start work at such time for any reason, except causes beyond control of the Employer including but not limited to temperature or weather conditions, he shall be paid time for the entire afternoon provided he remains on the job and

accepts such working time as is offered him that day. However, the Bricklayer shall not be required to remain on the job more than four (4) hours without working and such time shall not be paid to any Bricklayer instructed not to report for work. In order to minimize loss of time due to inclement weather the Employer agrees to provide reasonable protection against inclement weather provided it is practicable to furnish such protection. In the event of inclement weather there shall be, as far as practicable, rotation of Bricklayers for available work.

H. Should work be stopped for any cause beyond the control of either party to this Agreement, no claim for lapsed time shall be made for the time of the unavoidable cessation of work; and if the Bricklayers demand their wages for the working time due, these wages shall be paid within three (3) banking hours after the demand is made upon the Employer.

I. If a building is abandoned for any cause or if the mason contractor is defaulted, dismissed, or changed, and wages or contributions to Bricklayers Fringe Benefit funds on such building are unpaid, Bricklayers may refuse to work thereon until these wages or contributions to Bricklayers Fringe Benefit Funds are paid.

J. All Employees, at the termination of their employment, shall receive from the Employer the New York State Record of Employment Form 1-A within twenty-four (24) hours of their dismissal. If the Employer fails to provide such Form within that period, then he must pay the Employee at the contract wage rate for all hours after such twenty-four (24) hours until the Form is issued, up to a maximum of two days pay.

ARTICLE IV

CONDITION OF EMPLOYMENT

Section 1. Job Site Conditions

A. Bricklayers who are knocked off by the Employer for the purpose of loading scaffolds must be paid for all such time lost. This shall not apply to sections of a floor which are not in readiness due to other trades. On steel skeleton structures outside scaffolds must be used throughout all outside walls, and on all exterior steel beams, covered with brickwork.

On all operations when a wall or partition reaches the height of five (5') feet to the nearest course, a scaffold must be erected for continuance of the wall or partition. The height of the scaffold shall be the height of a standard five (5') foot horse or jack without blocking. This does not apply where otherwise indicated. On all work where block units six (6") inches and over in thickness are used, Bricklayers shall work in pairs to set the top course before scaffolding is required.

Scaffolds shall be provided on the outside and on the inside of all exterior brick masonry walls, except in the following cases.

1. Where the thickness of the wall consists of a single masonry unit.

2. In the construction of parapet walls on skeleton construction where hanging platform type scaffolds have been used; and where an outside scaffold would encroach upon or overhang adjoining property.

B. Where ladders are used, there shall be at least two (2) properly built and secured ladders on each floor. They shall extend at least two (2) feet above the floor on which they land and the openings through which they pass shall not be less than two (2) feet by two (2) feet.

C. The line must not be raised more than one (1) course at a time, and no Bricklayer shall spread mortar, before the line has been called for, raised and tightened; however, a twig brick can be raised one course before raising the line. It is agreed that the weights refer to the list of weights of manufacturers. A line must be used on all masonry Units in walls over (4') feet in length, and shall not be raised until every man working along the line has run out. The Foreman or Assistant Foreman (Deputies) shall not put up the line except if he is working on the wall and then only when he is carrying the lead. The Employer shall not be permitted at any time to request that the line be raised. On all buildings where block units are used two (2) Bricklayers working as a team shall be used placing blocks weighing forty (40) pounds or over or with a unit size of twelve (12") inches or over irrespective of weight. It is agreed that the weight of block units mentioned herein is subject to arbitration as requested by the Union.

D. Mortar tubs on outside scaffolds shall be raised approximately eighteen (18") inches. Masonry materials to be used on the construction of a wall shall not be stacked higher than approximately four (4') feet above the working platform.

E. Bricklayers shall have a morning and afternoon coffee break.

F. Bricklayers shall not use a cell phone, either to make or receive calls, while working, except that the Shop Steward may use a cell phone to call the Union on matters within the scope of his Shop Steward duties. Cell phones may be used by bricklayers during the lunch period and on coffee breaks.

G. The Union and the Employers agree that the Labor-Management Relations Committee shall meet to study safety measurers to insure the safety and protection of Bricklayers while employed at their trade.

Section 2. Tools

Each Bricklayer shall provide himself with a kit of tools consisting of a trowel, concave Joiner, brick hammer, hand hammer, level, plumb rule, bob line and chisel, for which. a suitable tool house five (5) square feet minimum per man in size properly heated shall be provided for the exclusive use of the Bricklayers. When the foregoing provisions are made, an Employer of Bricklayers is only responsible for the loss of clothing and tools due to the forcible entry or burning of the tool house and such liability shall be limited to a sum not to exceed $150.00 for a coat, $80.00 for shoes, $200.00 for a suit of clothes, $200.00 for tools and $100.00 for working clothes, including work shoes. If requested to the Employer, proof of loss shall be submitted to

the Joint Arbitration Board which shall make adjustments. Lines on all walls must be supplied by the Employer.

Recognizing the fact that both parties are interested in safety, uniformity and public image of the unionized bricklaying industry, and the need to identify the union project, the parties agree that the Employer shall provide safety helmets appropriately marked and identified.

Section 3. Elevator

Bricklayers shall be at their assigned stations ready to work at starting times. On building heights up to a maximum walking height provided by law or code standard (presently 100 feet of building height), the contractor shall provide and locate one (1) or more shanty, tool shed or a gang box, and the Bricklayers shall be required to be at such shanty, tool shed or gang box closest to work operations ready to work at starting times, and shall be allowed five (5) minutes at the regular quitting times.

On building heights up to the maximum wing height (now 100 feet), irrespective of the previous sentence, the Bricklayers shall in any event be required to be on the floor of work operations ready to work at starting times, and shall be allowed five (5) minutes at the regular quitting times.

On high rise structures, however, when the work reaches the maximum walking height as provided in the building code of the City of New York, an elevator shall be provided one-half (1/2) hour before starting time and after quitting time, and the Employer shall provide and locate a shanty, tool shed or a gang box on the floor or adjacent floor and the Bricklayers shall be required to be at the shanty closest to the work operations ready to work at starting times and shall be allowed five (5) minutes at the regular quitting times. The contractor and the union will need to approach particular job configurations with regard to practicality and efficiency.

Section 4. Identification

Bricklayers on the job shall wear in plain sight, numbered badges (not to exceed one and one half (1 1/2") inches in diameter) when requested to do so by the Employer; such badges shall be furnished without charge by the Employer.

Section 5. Rebates Employers

Employers, Bricklayers or the agents of either shall not accept or give, directly or indirectly any rebate of wages, or give or accept gratuities.

Section 6. Laws

No provisions of this agreement shall supercede any Municipal, State or Federal law which imposes more stringent requirements as to wages, hours of work, or as to safety or general working conditions than are imposed by this Agreement. Upon demand by the Union the

Employer shall furnish evidence that he is complying with the laws on worker's compensation and other required federal and state insurance, etc.

Section 7. Union Notification, Union Security, and Referrals

1 Union Notification -- Each Employer shall be required to advise the Union two (2) days in advance of the commencement of any job. If the Employer fails to give such two (2) days notice, then he shall pay $250.00 liquidated damage for each such day.

2. Union Security -- Membership in the Union shall be required as a condition of continued employment of all Bricklayers covered by this Agreement on the eighth (8th) day following the beginning of such employment, or the effective date of this Agreement, whichever is later.

3. Referral

A. The parties agree that an equal ratio shall be maintained (50/50) between the number of Bricklayers referred by the Union and the number employed directly by the Employer. The parties further agree jointly to comply with the government requirements with regard to employment and hiring practices apart from the 50/50 ratio.

B. The Employer retains the right to reject for cause any Bricklayers referred by the Union. In the event of such rejection, the Employer shall immediately notify the Union which shall refer another Bricklayer to the Employer. This practice shill be repeated until the Employer retains a Bricklayer for employment.

C. Nothing contained herein shall be deemed to deprive the employer of the right to discharge any Bricklayer not required.

ARTICLE V

STRIKES AND LOCKOUTS

Except as herein otherwise provided for, the Union shall note order a strike against the Employer nor shall any number of Union Bricklayers leave the work of the Employer nor shall the Employer lock out any Bricklayers working under the jurisdiction of the Union, party to this Agreement.

Where any workers engaged on a construction job, including men who load materials in building supply yards within the region defined in Article I, and who unload at the point of construction, are not members of, or represented by, unions affiliated with the Building and Construction Trades Department of the AFL-CIO, the Union shall be entitled to withdraw

Bricklayers from the Job without resorting to arbitration, and further, on condition that the Union withdraw Bricklayers from all Jobs where the same condition exists.

When the union investigation becomes convinced that the Bricklayers on any Job are being paid less than the rate of wages prescribed in this Agreement, they shall, provided that twenty-four (24) hours' written notice is given to the Employer, be entitled to withdraw the Bricklayers from such Job without first submitting the complaint to arbitration. The written notice shall give a definite and specific statement of the complaint on which the proposed action of the Union is based. Thereafter the Joint Arbitration Board shall consider the complaint as provided for in Article VIII of this Agreement. The parties to this Agreement agree that no damages of any kind or nature shall be awarded or allowed against the Union or any officer or member thereof by reason of the withdrawal of men from a job on which a complaint has been filed as aforesaid.

ARTICLE VI

UNION RELATIONSHIP

Section 1. Shop Steward

A. To effect the observance of this Agreement, each job shall have a Shop Steward appointed as follows: the second person employed shall be referred by the Union and designated as Shop Steward; however, the Foreman, for just cause, reserves the right under this Agreement as to the continued employment of the Shop Steward upon written notice to the President of the Union specifying the cause for such action.

B. The Shop Steward shall determine all Bricklayers on the job are employed in accordance with this Agreement. He shall see that the classification of trade as defined herein is observed and that all terms of this Agreement are complied with. He shall retain possession of the key to the tool house and see that it is open in ample time at starting times, and securely locked at quitting times.

C. The Employer shall not interfere with the Shop Steward's performance of his duties as such which shall be performed with the least inconvenience to his Employer as possible. He is to work as a Bricklayer and not use his position as shop steward as an excuse to avoid performance of his duties as a Bricklayer. He shall be one (1) of the last two (2) Bricklayers on the operation including the Foreman.

Section 2. Job Site Visits

Union representatives shall not be interfered with, when visiting any operation where Bricklayers are employed.

Section 3. Persons in Charge

Bricklayers seeking employment on any Job of more than six (6) stories shall apply at a suitably located and safe place on the operation designated by the Employer, which place shall be sufficiently large to accommodate such number of Bricklayers as may reasonably be expected to apply, but there shall be no limitation as to hours in the day when such applications may be made. Where there are seven (7) Bricklayers employed on the job, one (1) of the seven (7) shall be a Foreman who shall no longer use the tools of the trade. All Foremen shall receive a weekly salary and shall be paid not less than $30.00 per day above the prescribed rate of this Agreement. All assistant Foreman (Deputies) shall receive a weekly salary and shall be paid not less than $15.00 per day above the prescribed rate of this Agreement.

The Employer shall pay on behalf of all Foreman and Assistant Foreman (Deputies) the regular rate of contributions on a thirty-five (35) hour weekly basis to Bricklayers Fringe Benefit Funds and Industry Funds, regardless of holidays as provided in Article II, Section 2.

One Assistant Foreman (Deputy) shall be allowed where there are less than ten (10) men. but a second Assistant Foreman (Deputy) shall not be allowed until the number of Bricklayers shall reach forty (40) and the third where there are sixty (60) Bricklayers employed, the only exception is to be where a job has more than one unit working at the same time, or where work is being done on different floors. If charges are preferred against a Foreman, his Employer shall be notified at once in writing as to the nature of the charges. If the charges are sustained at his trial, the penalty imposed shall not be enforced for two (2) weeks; and the Employer shall have the right to have this matter discussed by the Joint Arbitration Board after the Union has rendered its decision. It is understood that such decision of the Union is not subject to arbitration hereunder.

Subject to the terms of this Agreement, nothing shall interfere with or abridge the right of the Employer to lay off or discharge or change the conditions of employment of any Bricklayer. The laying off of a Bricklayer is not unusual and shall not be considered an unfair practice.

Section 4. Employment

It is hereby agreed that all Bricklayers shall be employed in accordance with this Agreement. If the Shop Steward be discharged for calling the attention of the Foreman to any violation of this Agreement, he shall be at once reinstated until the matter is brought before the Joint Arbitration Board and settled. All complaints arising between the parties involving the discharge of a Shop Steward shall be submitted to the Joint Arbitration Board for adjustment. It is agreed that pending the adjustment of the complaint, except where immediate reinstatement is required under this Section, the Union shall appoint an alternate Shop Steward and the job shall operate in status quo.

Section 5. Schedule

The installation of fireproofing must be in progress before any bricklaying is begun on the topmost story of any building in course of construction.

Section 6. Preference

The Bricklayers employed upon the construction of the exterior walls shall be given preference on interior work.

Section 7. Apprentices

A. There shall be a "Joint Apprenticeship and Training Committee" consisting of an equal number of Employer and Union Committeemen. The employers shall appoint two (2) employer Committeemen. The Building Contractors Association, Inc. shall appoint one (1) Employer Committeeman. The Union shall appoint three (3) Union Committeemen. The Employer Committeemen and the Union Committeemen shall be the same individuals designated as Trustees of the "Joint Apprenticeship and Training Fund."

B. All parties agree that all apprentices in the bricklayers trade shall be indentured to the Joint Apprenticeship and Training Committee.

C. In accordance with the Bureau of Apprentice Training of the State of New York, each Employer shall employ a ratio of one (1) apprentice to four (4) journeymen bricklayers on the job, when indentured apprentices are available and assigned to the Employer by the Joint Apprenticeship and Training Committee or authorized representative.

D. Improvers - The wage rate for Improvers will be determined jointly by the Union and the Employer at the time and job location that the Improver's status is first established.

E. Apprentice - The number of apprentices to be trained during the remainder of this Agreement will be determined by the Joint Apprenticeship and Training Committees.

Add a ratio for the first apprentice employed of one (1) apprentice to four (4) journeymen and further that any apprentices employed shall not be included in the count of bricklayers used (in Article VI, Section 3) with regard to the Foremen's use of the tools of the trade.

Should there be more apprentices than the remaining ratio of one (1) to four (4) journeymen can employ, then the parties shall meet to consider lowering the ratio in order to provide for more employment of apprentices.

Further, the Union shall- institute an additional means of communication and job placement of apprentices, such as telegram system through the Union's office subject to the approval of the Joint Apprenticeship and Training Committee.

Wage Rates of Apprentices under this Agreement shall be modified as follows:

1 - 750 hours of work - 50% of journeymen's rate.
751- 1500 hours of work - 60% of the journeymen's rate.
1501- 2250 hours of work - 70% of the journeymen's rate.
2251-3000 hours of work - 80% of the journeymen's rate.
3001- 3500 hours of work - 90% of the journeymen's rate.

3501- 4000 hours of work - 95% of the journeymen's rate.

When masonry work is in progress, the apprentice shall be employed on such masonry work.

Section 8. Labor

No labor shall be allowed upon any wall or pier to temper or spread mortar which shall be delivered in bulk. Said mortar must be spread with trowel by the Bricklayers.

ARTICLE VII

WORK INCLUDED

Section 1. Construction

A. The Employer shall include in its work for a building, alteration or other form of construction all mason materials and Bricklayers' work including:

Brickwork - this shall include, but not be limited to, brick work with bricks made of clay, cement, slag, cinders, lime (and any combination thereof) and bricks made of glass.

Architectural terra-cotta (Setting and Cutting).

Faience.

Paving of floors (unit paving interior and exterior).

Installation of Concrete Block.

Installation of sills and coping on masonry walls.

Brickwork on damp-proofing system.

All fireproofing with terra-cotta and brick floor arches.

Precast concrete units for floor arches, slabs, partitions, furring, roof block.

Gypsum block, cinder blocks and lead units.

Caulking of window frames.

Precast or prefabricated masonry panels or components.

Erection and installation of precast or prefabricated masonry panels or components.

The "Threadlike System."

The "Moonwalk System."

The "Bloc Bond System."

All reinforcements built into or attached to reinforced masonry walls and anchors, such as seismic clips and anchors, and regardless of the method used, including screwing, bolting, welding, shooting, gluing and drilling.

Masonry siding (nail-on brick panels): Styrofoam insulation when applied to masonry.

B. Plastering and Cement Finishing when performed in the territory of mixed bricklayer Local Unions shall be under the jurisdiction of the Bricklayers Unions.

C. The building of sewers, telegraph or telephone conduits made of clay products shall be done by Bricklayers.

D. Where cork blocks, one and one-half (1 1/2") inches or over in thickness, used for partitions, furring or vertical fining are set in mortar or other plastic materials, or when used for floor slabs, one and one-half (1 1/2") inches and over in thickness, laid in sand or cement, or other plastic material, the work of installing said cork blocks shall be done by Bricklayers.

E. The washing down and pointing of all bricklayers' work shall be done by Bricklayers on old and new buildings and regardless of the number of times required.

F. Where mortar is used to set, point or grout, units of light weight mineral building material (such as Zeprex) the work of installing said units shall be done by the Bricklayers.

G. All new block known as gravity wall or interlocking block laid with or without mortar or grout shall be the exclusive work of Bricklayers.

H. The erection, construction and installation of precast masonry panels or components or prefabricated masonry panels or components shall be the work of the Bricklayer..

I. Bricklayers work shall include, but not be limited to the fitting, bedding, pointing; caulking, grouting, installation of gaskets, plumbing, aligning, leveling and anchoring including bolting or welding necessary to install the precast or prefabricated masonry panels or components.

J. Brick masonry shall also consist of, but not be limited to, the following work procedures and installation of the following materials:

1. The laying of brick made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial and residential buildings, rolling mills, iron

works, blast or smelter furnaces, lime for brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits; including the installation of substitutes for brick such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra-cotta and porcelain materials.

2. All cutting of joints, pointing, cleaning and cutting of brick or block walls, fire proofing (regardless of the method or material used), block arching, terra-cotta cutting and setting, the laying and cutting of all tile plaster, mineral, wool, cork blocks and glass masonry, or any substitute for the above materials, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substance material used for the above purpose, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the preparation and erection of plastic, castables or any refractory materials.

3. Cleaning, grouting, pointing, and other work including the caulking of windows, necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall.

4. All terra-cotta called unit tile regardless of method of installation; all quarry tile; split brick or quarry tile or similar material: The bedding, jointing, and pointing of the above materials shall be the work of the craft installing same.

5. All burnt clay, extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products known as terra-cotta tile, unit tile, ceramic veneer and machine-made terra-cotta and like materials, regardless of the method of installation. Brick paving comes under Bricklayers' trade classification.

K. This Agreement covers all work assignments of the following work:

1. Rubble work, rough cellar masonry, dry masonry walls and slopes.

2. Broken range and Random and coursed ashlar.

3. Setting all rubble, broken ashlar and cut stone and Precast Slabs, and Artificial Stone Work.

4. Setting and cutting bluestone flagging and slate flagging, or any other type of flagging called by any other trade name.

5. Setting of cement blocks below grade and cess pools.

6. Building of all jetties, break waters, Rip-Rap.

7. All flagstone of interior of buildings.

L. Bricklayer work shall include such other work as the International Union may from time to time determine.

M. Bricklayers shall also continue to do all of the work which they have performed in the past.

Section 2. Cutting

A. The cutting of all Bricklayers' work shall be done by Bricklayers. Where a wetsaw is used for cutting, the Employer shall provide a pair of goggles, rubber gloves, an apron and rubber boots. No drycutting of masonry products shall be performed on scaffolds. where Bricklayers are working, except in the circumstances set forth in this Section 2, subparagraphs B through F.

B. Where pneumatic guns or, other mechanical devices are used, the Bricklayers shall cut all beam holes; chases; toothing; and all openings in walls of any thickness in Bricklayers' work. Where mechanical devices are used for cutting out of Bricklayers' work, the cutting of brick or terra-cotta, the Bricklayers employed thereon must be selected from those already employed on the operation.

C. If any bricks have to be cut on the building, this cutting shall be done by Bricklayers regardless of the means, apparatus, equipment or tools used.

D. Where cutting machines are used to cut terra-cotta, or brick-tile, the Employer shall furnish an industry standard regulation respiratory mask to cover the mouth and nose and also furnish. to the Bricklayer that is working on the machine a pair of goggles. All portable cutting machines which are used by Bricklayers to cut terra-cotta brick or brick-tile are to be furnished with some mechanical device to draw the dust away from the Bricklayers at the machine. Bricklayers operating cutting machines or where time would be needed for the purpose of cleaning up shall be allowed a reasonable time for the purpose of washing up. The last sentence is to take care of those Bricklayers employed on extraordinarily dirty work (not covered under cutting machines) so that they may take care of personal cleanliness.

E. If the jambs of an opening have to be rebuilt, the cutting out of the toothing for bonding the new work to the old work shall be done by Bricklayers.

F. The Employer may sublet the caulking of windows and paving of floors (unit paving, interior and exterior) as mentioned in Section 1 hereof when the subcontractor is a party to an Agreement with the Bricklayers' Union and on condition that the caulking is sublet before the exterior walls are completed.

Section 3. Panelization

A. This agreement covers all work assignments in the preassembly and complete installation of all exterior, and interior artificial and natural Masonry products and associated items of any size or dimension whether set individually or in pre-assembled panels which may

have metal or concrete backing, whether set with cement mortar, high strength adhesives or secured by bolting or welding to plates set in all types of concrete are attached to steel frame structures whether set by hand or with any type of mechanical systems.

B. Pre-assembly work assignments shall include, but not be limited to, the preparations of steel frames or precast concrete back up panels, the drilling of holes, cutting, fitting and fastening of artificial and natural product units to steel frames or back up precast by bolts, clip anchors, pins, including any welding as well as the complete application or installation of insulating, caulking and/or waterproofing materials. Employee wage and contribution rates and conditions of employment for preassembly work shall be negotiated separately between the Union and the Employer.

C. Installation work assignments shall include, but not be limited to, unleading, selecting or shaking out of artificial and natural masonry products for erection, hooking on, signaling, laying out, cutting, fitting, bedding, landing, setting, leveling, plumbing, aligning, anchoring, installation of any steel clips, relief or support angles as well as the installation of metal grid or strut stone supports (including bolting and/or welding); grouting, patching, cleaning, and installation of gaskets or packing and caulking.

D. On panelization work, eight (8) hours' work per day shall constitute a day's work; Forty (40) hours' work per week, Monday through Friday inclusive, shall constitute a week's work. Normal starting time shall be 8:00 a.m. Normal quitting time shall be 4:30 p.m. with a thirty (30) minute unpaid lunch brake occurring in the middle of the shift. Normal starting and quitting time may be changed by mutual consent of the Employer and the union. Shift work may be scheduled if required. When more than one shift is required; employees working the shift shall receive nine hours pay for eight hours work.

Section 4. Contracting

A. The Employer shall not directly or indirectly let solely the labor services required for any contract of such member. No Employer shall sublet or accept a contract or subcontract for masonry work solely unless such contract or subcontract embraces all interior and exterior masonry work for the building or other form of construction involved (except the building of isolated stacks, boiler work, Guantavino arches, or precast units for floor arches including the furnishing of all materials incidental thereto). It is recognized, however, that this type of work is Bricklayers' work.

B. The Employer accepting such contract or subcontract solely for mason work must perform all tech work with his own Bricklayers and such contract or subcontract shall not be sublet. However, an Employer having a general contract may sublet the masonry work to a contractor who is signatory to an Agreement with the Union. Notice of the subletting of masonry on any project shall be given to the Union before any Bricklayers are employed on such project. Such notice shall give the location of the project, name and address of the Owner, Contractor and Subcontractor.

C. Any Employer signatory to this Agreement subletting work described in Article VII of this Agreement hereby guarantees contributions owed by such subcontractor to the Bricklayers Fringe Benefit Funds as required by this Agreement for work performed by the subcontractor under its contract with the Employer. In the event the subcontractor fails to make the required contributions to Bricklayers Fringe Benefit Funds, the Employer agrees to pay the contributions upon demand by the Bricklayers Fringe Benefit Funds, together with the liquidated wages, interest, costs or fees for which its subcontractor may be liable under this Agreement.

D. 1. The Employer must not subcontract bargaining unit work unless the subcontractor receiving the subcontract has an agreement with the Union.

2. The Employer shall furnish to the Bricklayers Fringe Benefit Funds a copy of any document received from the subcontractor to the effect that the subcontractor has paid fringe benefit contributions to the Funds.

3. The Employer shall contact Bricklayer Fringe Benefit Funds to ascertain whether the subcontractor has made all required contributions to the Funds before the Employer makes final payment to the subcontractor.

4. The Employer shall promptly notify the Bricklayers Fringe Benefit Funds of any bond furnished by the subcontractor or the Employer that may be a source of payment of any delinquency.

ARTICLE VIII

MISCELLANEOUS

Section 1. Severability

It is further agreed by and between the parties hereto that if 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 decision shall not invalidate the other portions of this Agreement; but such clause or clauses shall be stricken out and the remaining portions of this Agreement shall be considered binding between the parties hereto.

Any provisions of this Agreement hereinabove mentioned which provide for security or employment in a manner and to an extent prohibited by any law or the determination of any Governmental Board Agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is agreed that there shall be no discrimination against any Bricklayer or prospective Bricklayer in violation of law. 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 maybe of no force or effect.

Section 2. Six Hour Day

In the event of substantial unemployment among Bricklayers, the parties agree to discuss the six (6) hour day.

Section 3. Coverage of Agreement

If an Employer covered by this Agreement or any such owner or principal forms or acquires by purchase, merger or otherwise an interest, whether by ownership, stock, equitable or managerial, in another company performing bargaining unit work within this jurisdiction, this Agreement shall cover such other operation and such other bargaining unit Bricklayers shall be considered an accretion to the bargaining unit.

Section 4. Work Preservation

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

B. All charges of violations of paragraph (A) of this Section 4 shall be considered as a dispute under the Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in the Agreement. As a remedy for violations of this Section 4, the arbitrator (or arbitration body) provided for in the Agreement is empowered, at the request of the Union, to require an Employer to:

1. pay to affected employees covered by the Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and

2. Pay into the affected joint trust funds established under the Agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the trustees or by law. Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this section; nor does it make the same or other remedies unavailable to the Union for violations of other provisions of the Agreement.

C. If, as a result of violations of this Section, it is necessary for the Union and/or trustees of the joint trust funds to institute court action to enforce an award rendered in

accordance with paragraph (B) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants and attorney's fees incurred y the Union and/or the fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

Section 5. Dates

The Agreement is effective for the period commencing July 1, 2002 and shall terminate on June 30, 2005.

Section 6. Retroactivity

It is mutually agreed that all wages, contributions to Bricklayers Fringe Benefit Funds and Industry Funds and conditions provided for in the Agreement shall be retroactive to July 1, 2002.

Section 7. Supercession

In the event the Employer has signed or become party to another collective bargaining agreement covering the same work in the same geographic area, this agreement shall supercede the other one.

Section 8. Successors

The Agreement shall be binding upon and shall insure to the benefit of each party hereto, its successors and assigns, and any successor thereto resulting from a merger, consolidation of other reorganization or restructuring.

ARTICLE IX

ARBITRATION

Section 1.

In the event of any dispute with reference to the interpretation, application or breach of any of the terms contained in this Agreement, the matter will be taken up initially by a Joint Arbitration Board, which shall consist of representatives of the Union and the Employer. If the parties are unable to achieve a mutually satisfactory resolution within seven (7) business days thereafter, the matter shall be submitted in writing for determination by George Nicolau, Esq. for final and binding arbitration. Mr. Nicolau, however, will not determine cases involving a collection of delinquent contributions to the Bricklayers Fringe Benefit Funds. The Arbitrator shall be prohibited from changing any of the terms and conditions of this Agreement during its term.

ARTICLE X

RENEWAL

Section 1.

The Agreement shall be deemed to be, and shall be automatically extended and renewed from year to year by and between the parties hereto for further one (1) year terms upon all of the above terms, conditions and covenants, unless either party gives written notice to the other not less than sixty (60) calendar days and not more than ninety (90) days prior to the then expiration date of the Agreement of its desire to amend, change or terminate the Agreement on its expiration date. In the event such notice is given, the parties shall begin the negotiations within forty-five (45) calendar days. If negotiations are not completed prior to the expiration date, the Agreement shall terminate unless extended by mutual agreement of the parties.

Section 2.

All notices, demands and other communications which are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or three (3) days after dispatch by certified mail, postage paid, return receipt requested, to the party to whom the same is so given or made, if to the Union; addressed to Bricklayers and Allied Craftworkers Local 1, 4 Court Square, Long Island City, New York 11101; and if to the Employer, addressed to the Employer at the corporate address set forth in the Agreement, or at such other address as any party may specify by notice to all other parties, given as aforesaid.

ARTICLE XI

SIGNATURE

The individual signing on behalf of the Employer hereby affixes his signature, in a dual capacity both on behalf of himself and on behalf of the Employer, and represents by his signature his authority to bind himself, the Employer or Firm and the principals and members thereof. The person signing on behalf of the Employer also agrees to be personally bound by and to assume all obligations of the Employer provided for in the Agreement.

Employer_____

Signature_____ Date_____

Name (PRINT)_____

Title (Print)_____

Corporate Address_____

_____

Telephone_____

Federal I.D. #_____

Individual Address_____

_____

Telephone_____

S.S._____

BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL NO. 1, NEW YORK

By:_____ Date_____
Santo Lanzafame, President

By:_____ Date_____
Jeremiah Sullivan, Secretary-Treasurer