

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 5 NEW YORK

LABOR AGREEMENT

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**BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 5 NEW YORK
 1 SCOBIE DRIVE, NEWBURGH, NY 12550
 PHONE: 845-565-8344 FAX: 845-565-7595**

ARTICLE 1

WAGE SCHEDULE – CHAPTER 1

EFFECTIVE 6/1/2014 THROUGH 5/31/2015
 PUTNAM, ROCKLAND AND WESTCHESTER COUNTIES
 INCLUDING THE TOWNSHIP OF TUXEDO
 IN ORANGE COUNTY

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$33.29	\$33.79
WELFARE	\$ 9.00	\$ 9.00
**VACATION (PAYROLL DEDUCTION)	\$ 2.65	\$ 2.65
BAC 5 PENSION	\$13.49	\$13.49
I.U. PENSION	\$ 1.25	\$ 1.25
ANNUITY	\$ 3.84	\$ 3.84
**BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 2.54	\$ 2.54
**I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$.69	\$.69
I.M.I.	\$.73	\$.73
I.A.F.	\$.40	\$.40
JATC	\$.76	\$.76
LMC	\$.30	\$.30
TOTAL	\$68.94	\$69.44

TOTAL FRINGES (Including VACATION AND CHECK-OFF) 35.65

TAXABLE HOURLY WAGE RATE: \$39.17 – COMMERCIAL

TAXABLE HOURLY WAGE RATE: \$39.67 – HEAVY AND HIGHWAY

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

PLEASE NOTE: CEMENT MASONS overtime will now be paid at time and one half the regular straight taxable hourly rate and overtime fringes will be paid at time and one half at the fringe benefit rate.

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ARTICLE 1

WAGE SCHEDULE – CHAPTER 2

EFFECTIVE 6/1/2014 THROUGH 5/31/2015
 DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES
 EXCLUDING THE TOWNSHIP OF TUXEDO
 IN ORANGE COUNTY

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$32.54	\$33.04
WELFARE	\$ 8.90	\$ 8.90
**VACATION (PAYROLL DEDUCTION)	\$ 2.65	\$ 2.65
BAC 5 PENSION	\$13.39	\$13.39
I.U. PENSION	\$ 1.25	\$ 1.25
ANNUITY	\$ 3.50	\$ 3.50
**BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 2.50	\$ 2.50
**I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$.68	\$.68
I.M.I.	\$.73	\$.73
I.A.F.	\$.40	\$.40
JATC	\$.76	\$.76
LMC	\$.30	\$.30
TOTAL	\$ 67.60	\$ 68.10
TOTAL FRINGES (Including VACATION AND CHECK-OFF)		\$35.06

TAXABLE HOURLY WAGE RATE: \$38.37 - COMMERCIAL

TAXABLE HOURLY WAGE RATE: \$38.87 – HEAVY AND HIGHWAY

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

PLEASE NOTE: CEMENT MASONS overtime will now be paid at time and one half the regular straight taxable hourly rate and overtime fringes will be paid at time and one half at the fringe benefit rate.

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ARTICLE 1

WAGE SCHEDULE – CHAPTER 1

EFFECTIVE 6/1/2015 THROUGH 5/31/2016
 PUTNAM, ROCKLAND AND WESTCHESTER COUNTIES
 INCLUDING THE TOWNSHIP OF TUXEDO
 IN ORANGE COUNTY

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$33.65	\$34.15
WELFARE	\$ 9.00	\$ 9.00
**VACATION (PAYROLL DEDUCTION)	\$ 3.00	\$ 3.00
BAC 5 PENSION	\$13.49	\$13.49
I.U. PENSION	\$ 1.30	\$ 1.30
ANNUITY	\$ 4.85	\$ 4.85
**BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 2.57	\$ 2.57
**I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$.71	\$.71
I.M.I.	\$.76	\$.76
I.A.F.	\$.40	\$.40
JATC	\$.81	\$.81
LMC	\$.30	\$.30
TOTAL	\$70.84	\$71.34
TOTAL FRINGES (Including VACATION AND CHECK-OFF)		\$37.19

TAXABLE HOURLY WAGE RATE: \$39.93 – COMMERCIAL

TAXABLE HOURLY WAGE RATE: \$40.43 – HEAVY AND HIGHWAY

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

PLEASE NOTE: CEMENT MASONS overtime will now be paid at time and one half the regular straight taxable hourly rate and overtime fringes will be paid at time and one half at the fringe benefit rate.

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ARTICLE 1

WAGE SCHEDULE – CHAPTER 2

EFFECTIVE 6/1/2015 THROUGH 5/31/2016
 DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES
 EXCLUDING THE TOWNSHIP OF TUXEDO
 IN ORANGE COUNTY

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$32.91	\$33.41
WELFARE	\$ 8.90	\$ 8.90
**VACATION (PAYROLL DEDUCTION)	\$ 3.00	\$ 3.00
BAC 5 PENSION	\$13.39	\$13.39
I.U. PENSION	\$ 1.30	\$ 1.30
ANNUITY	\$ 4.50	\$ 4.50
**BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 2.53	\$ 2.53
**I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$.70	\$.70
I.M.I.	\$.76	\$.76
I.A.F.	\$.40	\$.40
JATC	\$.81	\$.81
LMC	\$.30	\$.30
TOTAL	\$ 69.50	\$ 70.00
TOTAL FRINGES (Including VACATION AND CHECK-OFF)		\$36.59

TAXABLE HOURLY WAGE RATE: \$39.14 - COMMERCIAL

TAXABLE HOURLY WAGE RATE: \$39.64 – HEAVY AND HIGHWAY

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

PLEASE NOTE: CEMENT MASONS overtime will now be paid at time and one half the regular straight taxable hourly rate and overtime fringes will be paid at time and one half at the fringe benefit rate.

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ARTICLE 1

WAGE SCHEDULE – CHAPTER 1

EFFECTIVE 6/1/2016 THROUGH 5/31/2017
 PUTNAM, ROCKLAND AND WESTCHESTER COUNTIES
 INCLUDING THE TOWNSHIP OF TUXEDO
 IN ORANGE COUNTY

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$33.95	\$34.45
WELFARE	\$ 9.00	\$ 9.00
**VACATION (PAYROLL DEDUCTION)	\$ 3.40	\$ 3.40
BAC 5 PENSION	\$13.49	\$13.49
I.U. PENSION	\$ 1.35	\$ 1.35
ANNUITY	\$ 6.00	\$ 6.00
**BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 2.60	\$ 2.60
**I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$.73	\$.73
I.M.I.	\$.76	\$.76
I.A.F.	\$.40	\$.40
JATC	\$.81	\$.81
LMC	\$.30	\$.30
TOTAL	\$72.79	\$73.29

TOTAL FRINGES (Including VACATION AND CHECK-OFF) \$38.84

TAXABLE HOURLY WAGE RATE: \$40.68 – COMMERCIAL

TAXABLE HOURLY WAGE RATE: \$41.18 – HEAVY AND HIGHWAY

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

PLEASE NOTE: CEMENT MASONS overtime will now be paid at time and one half the regular straight taxable hourly rate and overtime fringes will be paid at time and one half at the fringe benefit rate.

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ARTICLE 1

WAGE SCHEDULE – CHAPTER 2

EFFECTIVE 6/1/2016 THROUGH 5/31/2017
 DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES
 EXCLUDING THE TOWNSHIP OF TUXEDO
 IN ORANGE COUNTY

WAGE BREAKDOWN

	COMMERCIAL	HEAVY AND HIGHWAY
WAGE RATE	\$33.20	\$33.70
WELFARE	\$ 8.90	\$ 8.90
**VACATION (PAYROLL DEDUCTION)	\$ 3.40	\$ 3.40
BAC 5 PENSION	\$13.39	\$13.39
I.U. PENSION	\$ 1.35	\$ 1.35
ANNUITY	\$ 5.65	\$ 5.65
**BAC 5 CHECK-OFF (PAYROLL DEDUCTION)	\$ 2.57	\$ 2.57
**I.U. CHECK-OFF (PAYROLL DEDUCTION)	\$.72	\$.72
I.M.I.	\$.76	\$.76
I.A.F.	\$.40	\$.40
JATC	\$.81	\$.81
LMC	\$.30	\$.30
TOTAL	\$ 71.45	\$ 71.95
TOTAL FRINGES (Including VACATION AND CHECK-OFF)		\$38.25

TAXABLE HOURLY WAGE RATE: \$39.89 - COMMERCIAL

TAXABLE HOURLY WAGE RATE: \$40.39 – HEAVY AND HIGHWAY

***To be deducted from Employees Wages after Taxes Have Been Deducted. Employee to submit signed authorization.

PLEASE NOTE: CEMENT MASONS overtime will now be paid at time and one half the regular straight taxable hourly rate and overtime fringes will be paid at time and one half at the fringe benefit rate.

LABOR AGREEMENT

ARTICLE II

EFFECTIVE DATE, TERMINATION, AMENDMENTS

2.1 This Agreement is entered into this first day of June, 2011 by and between the Construction Contractors Association of the Hudson Valley (C.C.A.), Building Contractors Association (B.C.A.) and the Mason and Concrete Contractors Association of the Hudson Valley (M.C.C.A.H.V.) (hereinafter referred to as the Associations), for and on behalf of their members as set forth in Schedule A attached hereto and other contractors who are signatory hereto or who may become signatory hereto (hereinafter referred to as the Employer), and the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 5 NEW YORK (hereinafter referred to as the Union or BAC 5 NY).

The Association agrees to furnish to the Union a list of all members of the Association denoting those members bound to the terms of this Agreement, the honorary members, independent members, and any other classes or groups of members.

2.2 This Agreement shall be effective commencing June 1, 2011, shall continue in full force to and including May 31, 2014, and shall be automatically continued thereafter as per Section 3.2 unless written notice of decision to negotiate a new Agreement, in whole or in part, is given in writing by either party to the other not later than sixty (60) days nor more that ninety (90) days prior to the expiration date or any anniversary date thereafter. The parties may at any time mutually agree to change or amend any part of this Agreement and such changes or modifications shall not affect the continuing nature of this Agreement.

ARTICLE III

RECOGNITION

3.1 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 jobsites within the jurisdiction of the Union.

3.2 The parties agree that the collective bargaining unit covered by this Agreement is a multi-employer bargaining unit consisting of employer members of the Construction Contractors Association of the Hudson Valley Inc. (C.C.A.), Building Contractors Association (B.C.A.) and the Mason and Concrete Contractors Association of the Hudson Valley (M.C.C.A.H.V.) that are bound to this Agreement as well as any individual employers who are not members of the association but who signed the Agreement or agreed to be bound to it. Any non-association individual employer that agrees to this Agreement agrees that it thereby becomes a member of the multi-employer bargaining unit. Any such individual employer further agrees that it shall be bound by any future collective bargaining agreement and/or modifications, renewals, revisions, of this Agreement, negotiated between the associations and BAC 5 for this multi-employer bargaining unit including, but not limited to an expansion of the territorial jurisdiction of BAC Local 5 NY and all increases in the wages and fringe contributions. This constitutes a delegation of bargaining authority by any such non-member individual employer to the associations and it is intended thereby that such individual employer be bound by group rather than individual bargaining action.

3.3 It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision or provisions of this Agreement be determined to be contrary to any such State or Federal Statute, then such provision shall continue in effect only to the extent permitted and all other provisions of this Agreement shall remain in full force and effect. In the event that any provision or provisions are finally determined to be invalid, the parties shall meet without delay for the purpose of determining substitute provisions which comply with all applicable Federal and State Statutes and which accomplish the same purpose, or substantially the same purpose, as the provision declared invalid. Said substitute provisions shall thereupon be incorporated in this Agreement in lieu of the provision declared to be invalid, assuming the purposes are not declared unlawful.

3.4 BAC 5 NY is a separate organization functioning in conformity to the International Union Constitution. Neither BAC 5 NY nor its Officers, employees, or members, shall have the power to act, not be deemed to act, on behalf of or as an agent for, or to legally bind, any other affiliate or member thereof, the International Union Executive Board, any of the International Union Officers, or the International Union, unless such authority is expressly granted by the provisions of the International Union Constitution or in writing by the Board.

It is understood that nothing in this Agreement shall interfere with the right of BAC 5 NY to obey all laws and rules of the International Union and the mandates of the International Union Executive Board.

3.5 Copies of the Bricklayers and Allied Craftworkers International Union of America's Constitution and Rules of Order and Bricklayers and Allied Craftworkers Local 5 NY Constitution and By-Laws will be supplied to employers if requested by certified mail.

ARTICLE IV

WHAT CONSTITUTES MASONRY

4.1 BRICK MASONRY – Bricklaying masonry shall consist of the laying of bricks made from any material in, under or upon any structure or form or work where bricks are used, whether in the ground, or over its surface, or beneath water: in commercial buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in the mines or fortifications, and in all underground work, such as sewers, tunnels, telegraph, electric and telephone conduits, including the installation of substitutes for bricks such as: all carbon materials, karbate, impervite or mixtures. All acid resistant materials. All terra cotta and porcelain materials. All cutting of joints, pointing, cleaning and cutting of all masonry walls, fireproofing, block-arching, terra cotta cutting and setting, the laying and cutting of all tile, plaster, mineral wool, cork blocks and glass masonry, or any substitute for above materials. The cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the preparations and erection of plastic castables or any refractory material.

The cutting of openings on all masonry walls up to twenty-five (25) square feet and the cutting of chases and channels in brick, tile and other masonry shall be done by employees covered by this Agreement. The mason shall have the right to use all tools necessary to complete his work – including but not limited to hand tools, power tools, electric and air hammers or chipping guns. Cleaning, grouting, pointing, sand blasting, and other work necessary to achieve and complete the work under the foregoing category shall be the work of the employees covered by this Agreement. All waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interiors of the walls.

The cleaning or washing down of all masonry work whether by hand or machine.

All terra cotta called unit tile in sizes over 6" x 12" regardless of method of installation. All quarry tile over 9" x 9" x 1 1/4" in size. Split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of the above materials.

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 in sizes larger than 6" x 12", regardless of the method of installation shall be the work of the employees covered by this agreement.

Where the preponderance of material to be installed is of the above sizes, and when material of lesser sizes is to be used in connection therewith, the installation of all such materials.

The laying or setting of flat-faced tile of every description when in mortar on all flat roofs or promenade roofs.

Brick paving comes under bricklayers' trade classification.

4.2 STONE MASONRY – Shall consist of laying all rip rap, rubble work, with or without mortar, that are placed to form a uniform or even surface, or where the material is trimmed to fit.

The setting of all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects, and customarily called "stone" in the trade.)

Cutting all shoddies, broken ashlar, random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten (10) inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints and reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work. This is to apply to all work on buildings, sewers, roads, highways, bridges, railroads, tunnels, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping and curbing, or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done.

Stone masons shall have the right to use all tools, which they consider necessary in the performance of their work.

Cleaning, grouting, pointing, and all other work necessary to achieve and complete the work under the foregoing category.

The stone mason shall have sole jurisdiction over hand derricks in connection with the setting of stone.

4.3 ARTIFICIAL MASONRY – The cutting, setting and pointing of cement blocks and all artificial stone or marble, either interior or exterior when set by the usual custom of the stone mason and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all materials substituted for the clay or natural stone product.

The Bricklayer shall perform the complete installation and related finish work of all AAC. (Autoclaved Aerated Concrete) These operations include, but are not limited to, the cutting, fitting and the applications of mortar and/or other cementitious materials used for the setting and bonding purposes as well as the actual laying of the AAC block units into position. The routing, drilling, cutting and patching for all mechanical piping and

openings. The preparation, assembly, unloading, selecting or staging of AAC panels, hooking on, signaling, drilling, cutting, installation of support angles or strut supports, fitting, bedding, landing, setting, leveling, plumbing, aligning, fastening, anchoring (whether by bolt, clip, pin or weld), insulation, caulking, grouting, patching, cleaning, waterproofing and installation of all AAC units. This also includes all work operations

related to the installation and applications of all coating, covering and veneer systems (both exterior and interior) on all AAC units. These work operations include, but are not limited to; preparation of walls, the mixing and applications of any and all finish coating materials by any method (i.e. trowel on, machine, spray on, etc..) or any other device deemed necessary to produce the desired finish surface.

All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, concrete window mullions, lintel and sprandel beams regardless of dimension size.

All designed interior and exterior mechanical attachment systems such as, but not limited to, E.I.F.S. drywall systems, water management systems and dowell systems.

All ready mixed textured and untextured wall coatings, and dry unmixed material coatings.

All synthetic systems, all cementitious systems, all below grade and above grade systems, and all pre-fabricated panel systems.

All systems (thermal) used to insulate, protect and or decorate the exterior or interior of a building.

All adhesive systems used in adhering to substrates.

All dispersion adhesives with cement or other additives, used above or below grade (ground).

All insulation board and reinforcing fiberglass mesh and the rasping of the insulating boards, the application of all primers and sealants and the rasping of insulating boards.

All performance materials for fire and sound resistant construction (shall be the work of employees covered by this agreement).

All gypsum base plaster interior and exterior veneer base coats and veneer finish plasters.

All metal trim such as, but not limited to, corner beads, control joints, decorative joints and strip lath.

All glass fiber open weave tape and all sheet rock joint tape.

All base coat and finish wall plaster.

The mixing and installing (application) of all molding plaster, retarders, accelerators, bonders and add mixes fortifiers.

The repair of all systems due to, but not limited to, punctures, damaged corners, craze cracks, bleeding, blistering, buckling, board failure, cat faces etc. and the operation of all use of any type nozzle.

On all plastering and gunite machines shall be the work of the employees covered by this agreement.

The application of all types of taping compounds, dry bag mix and bucket pre mixed, when used for what is commonly known as level (5) five, but not limited to the term.

4.4 CEMENT MASONRY - Straight edging, floating, trowelling, edging, rubbing and brushing work.

Laying out, screeding, operation of the power screed and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights. The cutting of all cement and concrete for patching, cleaning and finishing. The bush hammering of all concrete and flash patching. The operation of the cement gun, the nozzle and the finishing of all material applied by the guns, when work is to be performed it is to be of the thickness of one and one-half inches or less, also the operation of the cement floor finishing machines. The cement mason shall have the right to use all tools necessary to complete his work, including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

The setting of lumber or other materials to determine the proper grade of concrete when used to serve as screeds, such as 2" x 4" or other plain pieces of material when held in place by stakes and/or spreaders. A screed is a strip of wood or metal used as a guide for leveling or grading a concrete floor, slab or sidewalk. Any bulkhead that is one single board in height (not to exceed twelve inches) shall be set and braced or staked by employees covered by this Agreement providing same is used as a screed. The term bulkhead shall mean a form or screed erected for the purpose of separating pours of concrete.

The setting of all forms for sidewalks, curbs and gutters.

The installation and erection of all types of precast, prestressed concrete, stone or imitation stone or other fabricated masonry units when installed as wall panels by means of bolting and/or welding to structural steel or concrete frame construction.

The following units are to be recognized as coming within the meaning of "precast", prestressed concrete stone or imitation stone or other fabricated masonry units when installed as wall panels by means of bolting and/or welding to structural steel or concrete frame construction.

Any fabricated masonry unit, which may be included as a component of the exterior wall system such as fins, mullions, sunshades, sprandel units, window units and panels, the cutting, fitting. Bedding, pointing, caulking, grouting and installation of gaskets. The plumbing, aligning, leveling and anchoring, including bolting and/or welding.

The setting and erection of fiberglass stone faced wall panels, and the drilling of holes and securing of the panels. The plumbing, aligning, leveling installation of gaskets, routing, caulking, bracing and anchoring which includes metal clips, bolting and welding of all precast panels, columns, roofs and floor slabs.

The chipping, cutting, grinding, patching and rubbing of concrete surfaces necessary to correct imperfections caused by sagging, bulging or separation of concrete forms, or by the deterioration, scaling or cracking of concrete.

The application of a brush-coat cement base material as part of the operation of patching concrete is the work of the cement mason when the color of the cement base is substantially the same as the surface to which it is applied. The filling of air holes that exceed 1/8" regardless of the color of the cement base material when patching concrete.

The removal and patching of snapties.

The setting of precast re-enforced concrete slabs for roof tiling or flooring when such are to be laid in or grouted with cement, lime or gypsum.

All chipping and cutting of concrete or other masonry units that is necessary to trace sources of leakage and to prepare surfaces of such units for installation of materials used in stopping leakage in such units

The installation of materials used in the stoppage of leaks in concrete or other masonry units.

The application of non-decorative materials for waterproofing or damp proofing on new or used concrete.

For the purpose of defining non-decorative it shall mean:

- (a) Sand and cement coats, with or without damp-proofing additive substantially where no color is added.
- (b) Sand and cement coats, with or without damp of waterproofing additive substantially the same color as the surface to which it is applied.
- (c) Damp and waterproofing materials, identified as such by the manufacturer, which is substantially the same color as the surface to which it is applied. Substantially the same “shall be white or gray cement or clear silicone, and shall apply under the “non-decorative” as well as “decorative” paragraphs of this section.)

The application of the following materials including the cleaning, priming and preparation of concrete floor surfaces to receive concrete stains, sealers, chemical curers, hardeners and waxes: the aforementioned materials included in concrete prior to pouring or in the finishing process performed during the curing period (not to exceed one week):

The sandblasting and etching of concrete to expose aggregate.

4.5 MARBLE MASONRY – Shall consist of the carving, cutting and setting of all marble, slate, including slate blackboards, stone, albereen, carrara, sanionyx, vitrolite, and similar opaque glass, scaglioa, marbleithic, and all artificial, imitation or cast of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish, hones or sand finish; also the cutting and fitting of above materials after they leave mille or shop, as well as all accessories in connection with the work, and the laying of all marble tile, slate tile and terrazzo tile.

Vitrolite and similar structural glass, when set on outside walls of buildings or structures, in mortar, cement or plastic material or when anchored to the wall. When glass is used of a thickness of more than one-half inch, its installation.

4.6 PLASTERING – All exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent materials, artificial marble work when applied in plastic form, composition work in all its branches, the covering on all walls, ceiling, soffits, piers, columns or any part of a construction of any sort when covered with any plastic material in the usual methods of plastering.

The casting and sticking of all ornaments of plaster or plaster compositions, the cutting and filling of cracks. All cornices, molding, coves, and bull nose shall be run in place on rod and white mortar screeds and with a regular mold and all substitutes of any kind when applied in plastic form with a trowel, or substitute for same. The installation of sticking with plastic material metallic corner beads.

The application of initial wash coat to exterior plastered surfaces on new work providing the wash is substantially the same color as the surface to which it is applied (in all instances gray or white cement base washed are considered to be substantially the same as the plastered surface to which they are applied.)

The application of plaster, acoustical or imitation as well as the preparatory pointing and taping of dry-wall surfaces that are to receive these finishes.

4.7 POINTING, CAULKING AND CLEANING – Shall consist of the pointing, caulking and cleaning of all types of masonry caulking of all windows and door frames encased in masonry on brick, stone or cement structures, or where they abut masonry, including all grinding and cutting out on such work and all sandblasting, steam cleaning, pressure washing and gunite work. The sand blasting is to expose aggregate and the sand blasting to prepare masonry to receive a new finish. The sand blasting is to be done in connection with the pointing or caulking of a building.

The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick or concrete. It shall include all grinding and cutting out, sand blasting and gunite work on same. The tuckpointing of oakum and polyurethane rope or other material into expansion joints between the top of all cement block walls and steel ceiling decks or steel beams or concrete beams or other areas to be caulked that abut masonry.

4.8 INSULATION, ACOUSTIC AND CORK - The application of insulation, acoustic and cork when applied with mastic or any other plastic material where plastic material or mastic is used to adhere acoustic tile to ceilings or walls. All cork and acoustic installations where mastic or other plastic materials are used when such is installed, including the cutting of closures to fill out the courses. The stick on application of all insulation board with primus adhesive and lamia re-enforcing, such as but not limited to STO or Dry-Vit Systems including the rasping of irregularities and the installation of control and expansion of joints.

The cutting, setting, pouring, pumping or placing of all insulation of any description within or between other masonry work including when insulation is applied on the outside of boiler walls in conjunction with refractory materials as it progresses (scaffold high) said insulation is the work of the employees covered by this Agreement.

4.9 MISCELLANEOUS – Installing and distributing natural slate blackboards when set in mastic.

Application of water clear silicone when used for waterproofing.

Building in corner guards, bearing plates, loose lintels and the onsite cutting, bending, tying and placing of reinforcing wire, mesh, lathe, rods, dowels, rebar or any other types of reinforcing materials that is built into or any integral part of masonry work. The installation of wall ties when installation of the adjustable two-part masonry veneer anchoring system is included in the masonry section of the project specifications, the installation, therefore, is the responsibility of the masonry contractor and the installation of both parts of the anchor (anchor slot and tie) shall be assigned to the employees covered by this Agreement. When the installation of the slot anchor portion of the two-part adjustable masonry veneer anchoring system has been awarded to others in accordance with the project specifications and the slot anchor portion is installed in conjunction with (in the same operation as) the application of the sheathing, the attaching of the anchor slot may be assigned to the craft installing the sheathing. However, if the sheathing has been previously installed and the attachment of the slot anchors is performed as a separate operation, the installation of slot anchors. The affixing of the tie into the anchor slot shall in all cases shall be the work of the employees covered by this agreement.

The setting, plumbing, leveling and placing of any items which are built into or an integral part of masonry work such as frames, sleeves, inserts, etc.

The placing, cutting and building in of all fabric or cavity flashings within masonry work.

Use of nozzle when refractory materials are used in furnaces, boiler, stacks, breechings and vessels.

Operation and use of the nozzle on all plastering and gunite machines.

The placing, leveling and striking off of grout within masonry work whether installed by hand or machine. If grout is placed by a machine handling the nozzle of the hose.

The use of lasers, levels and transits, when required.

The building, assembling, setting, plumbing or leveling of all temporary guides, supports, centering or coursing poles.

The erection and removal of all scaffolds under fourteen (14) feet in height, including trestles and horses used primarily by these employees may be the work of the employees if so assigned by the employer.

4.10 It is agreed by the employer that the signing of this AGREEMENT SHALL CONSTITUTE THE JOB ASSIGNMENTS OF THE AFOREMENTIONED ARTICLE IV; WHAT CONSTITUTES MASONRY, 4.1 through 4.9 to employees covered by this Agreement. In the event of a jurisdictional dispute (even if such work is also covered or claimed to be covered in any other collective bargaining agreements) the work outlined in ARTICLE IV: WHAT CONSTITUTES MASONRY, 4.1 through 4.9, will be awarded to and performed by employees covered by this Agreement pending a decision by the Joint Arbitration Board as outlined in ARTICLE 15.1. Such decision shall be final and binding on both BAC 5 NY and the employer.

4.11 In the event there is a jurisdictional dispute not covered in ARTICLE IV, 4.1 through 4.9, the parties shall adhere to the decision of the Joint Arbitration Board as outline in ARTICLE 15.1

4.12 Bricklayers and Allied Craftworkers Local 5 NY and the employers agree to abide by all previous National Joint Board Decisions, International Union Agreements, International Union Memorandums of Understanding affecting the work jurisdiction of Bricklayers and Allied Craftworkers Local 5 NY, as outlined in ARTICLE VII and VIII.

ARTICLE V

JURISDICTION, FOREMAN, EMPLOYMENT PROCEDURES

5.1 The territorial jurisdiction of BAC 5 NY shall include all of Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester Counties. Wages for Chapter 1 shall include the township of Tuxedo in Orange County and all of Putnam, Westchester and Rockland Counties. Chapter 2 shall include all of Dutchess, Sullivan, Ulster and Orange County with the exception of the township of Tuxedo, which shall be included in Chapter 1.

5.2 The jurisdiction of BAC 5 NY shall be extended to include any additional jurisdiction, whether territorial or trade, approved by the International Union which BAC 5 NY may in the future acquire by merger, grant, award or in any other manner whatsoever.

5.3 It is agreed that BAC 5 NY is not an exclusive hiring hall and the right of the employer to employ men of its selection shall not be questioned provided that of the total work force, 75% shall be residents of the territory the Hudson Valley, Westchester, Rockland and Putnam Building Trades Council.

5.4 BAC 5 NY agrees to furnish, if available, qualified mechanics if requested by the contractor. When possible, the employer shall give at least forty-eight (48) hours notice when requesting men. The employer agrees to give notice to BAC 5 NY twenty-four (24) hours prior to discharging employees.

5.5 Foreman shall be trained under a Shadow Program under a prior foreman before being qualified as a foreman.

5.6 The foreman shall have the authority to discharge, and exercise similar supervisory functions as the exclusive representative of management. The foreman will be responsible for the efficient and workmanlike installation of all work performed.

5.7 All foreman shall receive in addition to the regular journeyman's rate a minimum of fifty cents (\$.50) per hour and shall be guaranteed a full week's salary unless other arrangements have been mutually agreed upon.

5.8 No member of BAC 5 NY shall be allowed to work (at the crafts) for any employer that is not a party to this agreement.

5.9 During the term of this contract, both parties signatory to this agreement agrees that neither the Contractor nor BAC 5 NY will discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and both parties to this Agreement will affirmatively cooperate within the limits of its legal and contractual authority.

5.10 UNION SECURITY – No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of BAC 5 NY; All employees hired after the effective date of this Agreement shall be or become and remain a member of BAC 5 NY no later than eight (8) days following the first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of BAC 5 NY, result in termination of such employee, provided that BAC 5 NY has given the employee four (4) days notice that his obligation to make payment has not been met and that his delinquency renders him liable to termination under this section. The employer shall not be obligated to dismiss an employee for non-membership of BAC 5 NY: (a) if he has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) if he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

5.11 The employer hereby waives any right that he or it may have had, may have to may hereafter acquire to file or process a petition before the NLRB seeking the termination, abrogation, repudiation or cancellation of this Agreement or, otherwise challenge the Union's status as a bargaining agent for its employees prior to the expiration of this Agreement in accordance with its terms and agrees not to encourage nor assist its employees in any way in doing so.

ARTICLE VI PREVAILING WAGE

6.1 To maintain an accurate wage rate, each employer shall completely fill out and return to BAC 5 NY for each project, a Contractor's Report of Construction Wage Rates which shall be submitted to the United States Department of Labor. Upon receipt of said forms, it shall be the responsibility of BAC 5 NY to submit the completed forms to the United States Department of Labor.

6.2 Those employers who have not terminated or amended this Agreement as provided in Article II, then the wage schedule as outlined in Article I shall not apply. For work performed after May 31, 2011, wages and fringes shall be determined by the prevailing wage rate at that time in the jurisdiction of BAC 5 NY established

by the United States Department of Labor, New York State Department of Labor or the current Labor Agreement negotiated with the Mason and Concrete Contractors Association of the Hudson Valley, whichever is greater.

6.3 The employer shall pay the wages provided in this Agreement to the men on the job where they are working before quitting time on each pay day, no more than three (3) days shall be held in any pay period. Pay shall be in full. When men do not work on pay day due to weather conditions, they shall be paid not later than 12:00 noon at the job site. Pay shall be in U.S. currency and a receipt shall be given with all envelopes plainly marked with the name of the employer and employee, amount of wages, hours of work, deductions such as social security, withholding taxes, etc.

6.4 In lieu of U.S. currency, checks may be accepted by employees providing that the employer has a New York State Certificate approving payment by check, the said employer is not delinquent in fringe benefit payments and also providing that the employer has posted a bond if requested by BAC 5 NY to the various trust funds to insure payments of fringe benefits and wages. If payment is not made before quitting time, employees shall receive waiting time at the double time rate for one hour on pay day. Men may return to work on the next work day and will be paid double time until such time as they are paid, in addition to their regular wages.

6.5 All employers, regardless of the number of employees, shall be required to carry New York State Disability and Unemployment Insurance so that the benefit and protection of unemployment and disability insurance coverage will cover all employees.

ARTICLE VII

GENERAL CONTRACTORS AND SUB-CONTRACTORS RESPONSIBILITY

7.1 Employers that have masonry in their contract shall be allowed to sub-let their masonry work. It is understood and agreed that the mason work once sub-let by the employer shall not be re sub-let. An employer shall not sub-let masonry work once he has started the masonry work.

7.2 The employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the sub-contractor subscribes and agrees in writing to be bound by the full terms and conditions of this Agreement, and complies with all the terms and conditions of this Agreement.

7.3 All employers employing four or more journeymen on any one job shall agree to provide a suitable tool house where tools can be kept in safety, and to afford space for the changing of clothes, also to provide heat during cold weather from October 15 through April 15. No materials or equipment shall be stored in the mason's shanty. Employers are to provide clean and sanitary toilet facilities. The shop steward is to have possession of tool house keys and one key shall be left in the office.

7.4 Where a power saw is used to cut any mason's material, the employee using the saw shall wear goggles, gloves, apron, and respirator furnished by the employer. All saw men are to receive one dollar (\$1.00) more per hour than the regular scale of wages. No dry cutting saws are to be used within the immediate work area of

workers covered under this Agreement. The intent of this restriction is to eliminate the danger of silica dust to unprotected workers.

7.5 If any employer has a job exceeding three (3) days, he shall hire a shop steward who shall be appointed by BAC 5 NY for the duration of the job.

7.6 The employer shall furnish carborundum stones and rubber gloves on all washing down projects. The employer shall pay for dressing and sharpening all tools used on the job, on stone work.

7.7 The employer shall be responsible for his sub-contractor to see that the terms of this Agreement are adhered to. The employer shall also be responsible for the sub-contractor's job assignments as outlined in ARTICLE IV, 4.1 through 4.9, WHAT CONSTITUTES MASONRY.

7.8 If a sub-contractor shall fail to pay the wages of the employees, the employer shall be responsible for the employees' wages for work performed on his job site. The employer who sub-lets masonry work shall also be responsible for and be the guarantor of the sub-contractor's payments of contributions to the various trust funds per ARTICLE XVII performed on his job site.

7.9 (a) In order to protect and preserve, for the employee covered by this Agreement, all work heretofore performed by them; to protect the benefits to which employees are entitled under this Agreement; and to prevent any device or subterfuge to avoid the protection and preservation of such work or benefits, it is hereby agreed as follows: If and when the employer shall perform any work of the type covered by this Agreement, within the geographical area of this Agreement, 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) A charge of a violation of paragraph (a) of this section may be filed by BAC 5 NY and/or the trustees of any of the joint trust funds provided for in this Agreement, and shall be considered as a breach of contract under this Agreement and if mutually agreed upon by both parties may be processed in accordance with the procedures for the handling of grievance and the final binding resolution of disputes, as provided in ARTICLE IV of this Agreement. As a remedy for violations of this section, the arbitrator (or arbitration body) provided for in ARTICLE XV is empowered, at the request of BAC 5 NY and/or the trustees of the joint trust funds, to require an employer to (1) pay to affected employees covered by this Agreement, including requested applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay in to the affected joint trust fund established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to BAC 5 NY for violation of this section; nor does it make the same or other remedies unavailable to BAC 5 NY for violations of other sections of other articles of this Agreement.

(c) If, as a result of violations of this section, it is necessary for BAC 5 NY and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the employer shall pay any accountants' and attorneys' fees incurred by BAC 5 NY and/or fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

(d) Should employees of the employer do masonry work on a project outside the territorial jurisdiction of BAC Local 5, then the terms and conditions of the standard (or association) BAC local's labor agreement in effect in the project area will apply, whether or not the employer is signatory thereto. If

there is no standard BAC local labor agreement in effect at the project area, then the terms and conditions of this BAC Local 5 labor agreement will apply to such project.

ARTICLE VIII

NATIONAL JOINT BOARD DECISIONS, INTERNATIONAL AGREEMENTS, AND MEMORANDUM ON UNDERSTANDING

The Employer agrees to abide by the following:

1. National Board for Jurisdictional Awards by Executive Council, Building Trades Department, Steamfitters, Plumbers, Electricians – May 25, 1926.
2. United Slate, Tile and Composition Roofers, Damp and Waterproof – February 21, 1911 and amended May 26, 1923.
3. Operative Plasters and Cement Finishers International Association and the International Hod Carriers Building and Common Laborers Union – July 19, 1948.
4. Operative Plasters and Cement Finishers International Association and the International Hod Carriers Building and Common Laborers Union – February 21, 1924.
5. United Brotherhood of Carpenters and Joiners of America – June 13, 1944. Building and Construction Trades Department – March 17, 1920.
6. United Brotherhood of Carpenters and Joiners of America – June 13, 1944.
7. International Association of Bridges Structural and Ornamental Iron Workers – December 6, 1962.
8. Laborers International Union and Iron Workers International Union – February 28, 1967.
9. Brotherhood of Painters, Decorators and Paperhangers of America.
10. Operative Plasters and Cement Masons International Association – November 29, 1961.
11. Glaziers and Bricklayers International Union Agreement – June 14, 1938
12. Heat and Frost Insulators and Asbestos Workers – January 28, 1954.
13. United Brotherhood of Carpenters – February 11, 1931 and Operative Plasters and Cement Masons International Association – April 2, 1919.
14. Brotherhood of Painters – May 5, 1958.
15. United Brotherhood of Carpenters – April 4, 1931.
16. Operative Plasters and Cement Masons International Association and Laborers and United Brotherhood of Carpenters – April 28, 1920 and Asbestos Workers – January 28, 1954.

ARTICLE IX

HOURS, WAGE RATE, HOLIDAY

COMMERICAL

- 9.1 COMMERCIAL – Commercial rates and hours and holidays shall apply to all construction performed exclusive of heavy highway as outlined in ARTICLE IX.
- 9.2 On and after June 1, 2008, the wages shall be as prescribed in ARTICLE I, Wage Schedule. The normal work day shall be eight (8) hours. If it is necessary, due to inclement weather, the employer may use a seven hour day on a limited basis. The normal starting and quitting times may be changed by mutual consent of the employer and BAC 5 NY. A period of five minutes time shall be allowed at 12:00 noon and 3:30 or 4:30 p.m. to walk to the tool shed and to pick up tools.
- (a) All work performed outside the regularly scheduled hours shall be paid at time and one half the regular straight taxable hourly rate.
 - (b) In the event time is lost due to inclement weather or conditions beyond the contractor's control, Saturday may be used as a make up day with wages and fringes paid at the straight time hourly rate per the following conditions. The contractor must obtain permission from BAC 5 NY. No employees will be forced or penalized for not agreeing to work on Saturday and the work to be performed on Saturday must be limited to the employees currently working on the jobsite. Any additional employees needed will be placed by BAC 5 NY. Employees will be paid per ARTICLE IX, Section 9.2 (a), if other employees of the contractor are paid at a premium overtime rate that day.
 - (c) Lunch break for cement masons shall be from 12:00 noon through 12:30 p.m. Employees that do not receive a one half hour lunch break in this period shall receive time and one half the regular straight taxable hourly rate. Fringe on said overtime hours shall be paid at time and one half.
 - (d) Recommended but not mandatory footage per cement pours are as follows:

1,000 – 5,000 sq. ft. approximately 1,000 sq. ft. per employee recommended.

5,000 – 6,000 sq. ft. min. 4 – 6 masons
7,000 – 8,000 sq. ft. min. 5 – 7 masons
8,000 – 9,000 sq. ft. min. 6 – 7 masons
9,000 – 11,000 sq. ft. min. 7 – 8 masons
12,000 – 13,000 sq. ft. min. 8 – 10 masons
14,000 – 15,000 sq. ft. min. 10 – 12 masons
16,000 – 17,000 sq. ft. min. 13 – 14 masons
17,000 – 18,000 sq. ft. min. 13 – 14 masons
18,000 – 19,000 sq. ft. min. 15 – 16 masons

*5,000 – 20,000 not more than 1,200 sq. ft. per employee recommended.
- 9.3 (a) No work is to be performed by employees covered by this Agreement without permission from BAC 5 NY on Saturdays, Sundays, or holidays, or outside of regular scheduled hours. Overtime for work performed on Sundays and holidays shall be paid double the regular straight time taxable hourly wage. Fringes on said overtime shall be paid at straight time with the exception of the Cement Mason whose overtime fringes will be paid at time and one half.

- (b) Starting time may commence from 7:00 A.M. during the months of April through October inclusive.
- (c) When mutually agreed upon between BAC Local 5 NY and the contractor and where warranted, such as private work and federal work, a ten (10) hour 4 day work week may be utilized with the exception of the cement mason.

9.4 There shall be a coffee break by 10:00 A.M. for employees covered by this Agreement. If four (4) or more hours are worked after lunch break (12:30 pm) there will be allowances for a ten (10) minute break.

9.5 The following are considered holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. It is agreed by the employer that any regular work day other than the aforementioned for employees covered by this Agreement, that is a paid holiday, observed by the members of any other trade, which causes a work stoppage for members covered by this agreement on any project within the jurisdiction of BAC 5 NY than said employees covered by this Agreement shall receive one day's pay at the taxable hourly rate for that day.

9.6 SHIFT WORK – It is the purpose of the parties to accommodate the owner's work schedules and/or accelerated completion schedules by agreeing to the following shift work provisions:

- (a) 1st SHIFT: Normal eight hour work day. Wage and fringe benefits will be paid per ARTICLE 1.
- (b) 2nd SHIFT: Eight hour work day with the starting time falling between 4:00 P.M. and 6:00 P.M. at the employers' option. An employee working eight hours on this 2nd shift will be paid 15% shift differential on public works contracts for shifts outside the normal working hours or when mandated or required by state, federal, county, local or other governmental agency contracts. The differential will be paid on all other projects.
- (c) 3rd SHIFT: Eight hour work day with the starting time being at employers' option. An employee working eight hours on the 3rd shift will be paid 25% shift differential on public works contracts for shifts outside the normal working hours or when mandated or required by state, federal, county, local or other governmental agency contracts. The differential will be paid on all other projects.
- (d) Employees will be paid at overtime rates for all time worked over eight hours in any twenty-four hour period.

Benefits will be paid on hours worked with the exception of the Cement Mason whose overtime fringes will be paid at time and one half.

9.7 IRREGULAR WORK DAYS - The scheduled period of work when the jobsite or conditions do not warrant or allow work or certain phases of work to be performed during the regular work week must be mutually agreed upon by the Union and the Employer.

- (a) A minimum of five (5) consecutive work days shall constitute a shift.
- (b) An irregular work day can start any time from 4:00 pm to 12:00 am. (midnight). The first eight (8) hours shall be at the straight time rate plus fifteen percent (15%), Monday-Friday. The shift premium will be paid on public works contracts for off-shift or irregular shift work when mandated by the NYS DOT or other Governmental Agency contracts. The shift premium will be paid on all other projects.

- (c) All work performed prior to the established irregular start time or lunch time, after eight (8) hours and Saturday shall be paid at 1 and one half times (1 ½) the regular rate of pay plus fifteen percent (15%) shift premium.
- (d) All worked performed on Sunday of an irregular work day or on shift work shall be paid at two (2) times the regular rate of pay plus fifteen percent (15%) shift premium.
- (e) Where required by job specification or conditions, or by mutual agreement of Union and Employer, variable starting times may apply for crews.
- (f) When shift work or an irregular work day starts on a Sunday, Sunday hours shall be paid at double time plus fifteen percent (15%). When shift work or an irregular work day starts on a Friday and carries over to Saturday, Saturday hours shall be paid at 1.5 times the hourly rate plus fifteen percent (15%)

9.8 Upon any operation where a wage scale is established greater than regular wage scale, the higher wage shall be paid to the completion of the job.

9.9 Employees shall be paid two hours pay in each of the following events providing inclement or unfavorable weather conditions do not prevent work:

- (a) If reporting on the job with his tools and he is not employed.
- (b) If he has been working on a job and reports for work and is retained on the job site until 10:00 A.M. by the employer.
- (c) If he has been working on a job and is discharged upon reporting to work.

9.10 Employees shall be paid eight hours pay in each of the following events, providing inclement or unfavorable weather conditions do not prevent work:

- (a) If he works in the morning or works part of the afternoon.

9.11 During periods of inclement weather where there is not sufficient work for the entire work force, the employees shall be rotated to provide equal time for all employees.

9.12 Termination - When any bricklayer who has been employed for 10 days or more is to be terminated he or she shall be so notified and given their pay including a full day's pay for the layoff day not later than one half (1/2) hour before the work days' end. If an employee is discharged for cause, he shall be paid in full at the time of discharge. Furthermore, Employers when laying off or discharging an employee shall transmit with the pay envelope a writing setting forth that such employee was laid off or discharged and the date of such termination. When termination is due to something other than lack of work, the Employer must submit to the Union a Termination Form, which will be provided by the Union within twenty-four (24) hours of the termination.

9.13 In the event an employer's check for wages or fringe benefit contributions is returned for insufficient funds there shall be an administrative charge imposed on the employer in the sum of \$50.00 for each employee whose wages and/or fringe benefit contributions are affected by such returned check.

ARTICLE X

LIQUIDATED DAMAGES AND DELINQUENCY PAYMENTS

10.1 Due to high and escalating interest rates and the growth of the trust funds accounts, the funds have been compelled to utilize mechanical and electronic data processing equipment in the administrative office of BAC 5 NY Joint Benefit Funds.

Prompt payroll reporting and payment of employer contributions is essential to avoid loss of income derived from interest earned and to lessen the use of data processing equipment. Late reporting and delinquent payment of contributions result in a substantial loss of income and requires additional and individual processing of such report and payments at substantial additional expense to the Trust Funds. It is hereby agreed by the employer and BAC 5 NY, that the extra cost of such late reporting and delinquent payments shall be a minimum of three percent (3%) of the total contributions due plus one quarter percent (1/4%) for each seven (7) days of delinquency. In all cases where reports or contributions are received more than seven (7) days after the end of the pay week in which they were due, liquidated damages shall be paid to compensate the funds for such extra administrative costs and the loss of interest income, in the amount of three percent (3%) of the contributions due plus one quarter percent (1/4%) for each seven (7) days payments and payroll reports are delinquent.

When an employer remits a fringe benefit payment and the employer is delinquent in fringe payments or payroll reporting, liquidated damages shall be deducted from the stamp purchase order and fringe benefit stamps shall be issued based upon the difference between the liquidated damages deducted and the dollar amount of the employer fringe benefit stamp order

10.2 In the event that any employer bound by this Agreement does not make contributions to the fringe benefit funds as provided herein, such employer shall be charged with all collection costs as provided for in ERISA including attorneys fees, costs, disbursements, interest, penalty interest, liquidated damages and audit expenses in addition to a money judgement of the unpaid contributions.

10.3 All contributions shall be made at such time with reports and in such a manner as the Trustees require; and the Trustees shall have the authority to have a Certified Public Accountant audit the time books, payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the funds. Any Employer found, as a result of an audit ordered by one of the fringe benefit funds, to have been substantially inaccurate in reporting shall be charged in full for the cost of such audit. Should an Employer refuse to permit such audit, the Trustees may take legal action to require that the audit be conducted. In such case, the Employer shall be responsible for any legal or other fees and disbursements required to be made by the Fund to conduct such audit of the Employer's books and records.

ARTICLE XI

HOURS, WAGE RATES, HOLIDAYS

HEAVY AND HIGHWAY

11.1 **HEAVY AND HIGHWAY** – Heavy and highway rates, hours and holidays shall apply to the construction of engineering structures, exclusive of the erection of buildings and work in connection herewith, which work is agreed to be a separate and distinct branch of the construction industry.

This ARTICLE is to cover all highway and heavy construction which for the purposes of this Agreement is defined as including but not limited to, the construction of: highways, roads, streets, alleys, grade crossing, driveways, sidewalks, curbs, guardrails, fences, culverts, parkways, parking areas, airports, athletic fields, highway and railroad bridges and similar structures, railroad and street railway construction projects, sewers, sewage treatment projects, ecology and environmental control projects, water mains, grade separations, foundations, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevations, elevated highways, drainage projects and structures, reclamation projects, reservoirs, water supply projects, pure water works, water filtration projects, power plants, water developments, hydroelectric developments, transmissions lines, duct lines, pipe lines, docks, dams, dikes, levees, revetments, irrigation and flood control projects, channels, channel cutoffs, intakes and intake structures, dredging projects, jetties breakwaters, locks and piers.

This Article applies to all construction as referred to above but excludes building construction, which is defined as all work done in an area inside the building line. For purposes of this Agreement, all work done in connection with foundations or subterranean structures as masonry work done below the floor slab on the level of the finished grade, or other work done below the finished grade level shall not be deemed to be within the building line proper.

11.2 On and after June 1, 2008 wages shall be as prescribed in ARTICLE 1, Wage Schedule. Eight hours shall constitute a day's work commencing at 8:00 A.M. to 12:00 Noon and from 12:30 P.M. to 4:30 P.M. from Monday to Friday inclusive.

Overtime shall consist of all work performed prior to 8:00 A.M. and subsequent to 4:30 P.M. of each work day and shall be paid at the rate of time and one-half. All work performed on Sunday or Holidays shall be paid at the rate of double the taxable hourly wage. Fringes on said overtime shall be paid at straight time with the exception of the Cement Mason whose overtime fringes will be paid at time and one half.

A period of five minutes shall be allowed at 12:00 Noon and 4:30 P.M. to walk to the tool shed to pick up tools.

All work performed outside the regularly scheduled hours of work days shall be paid at one and one-half the straight time taxable hourly rate. Fringes on said overtime shall be paid at straight time with the exception of the Cement Mason whose overtime fringes will be paid at time and one half.

The normal starting and quitting times may be changed by mutual consent of the employer and BAC 5 NY.

11.3 HOLIDAY – The following holidays shall be observed and shall be paid holidays on heavy and highway: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

If employees are required to work on these days they shall be paid at the double time rate. Whenever any of the above holidays fall on Sunday, they will be observed the following day and paid for as such. Whenever any of the above holidays falls on Saturday, they shall be observed on the previous day and paid for as such. Whenever an employee works within three (3) calendar days before a holiday, he shall be paid for the holiday.

11.4 It is agreed by the employer that with the exception of variances in wages, hours or holidays, all terms and conditions contained elsewhere, in this Agreement are also included as part of this Article.

ARTICLE XII

SHOP STEWARDS AND REPRESENTATION

12.1 The representatives of BAC 5 NY shall be allowed access to any job at any reasonable time where employees covered by this Agreement are employed, or should be employed, or where mason work is to be performed. It shall be the responsibility of the employer to provide access for the business representative to security areas. Representatives of BAC 5 NY shall not be considered as an employee of the employer and the employer shall not be held responsible or liable for said representative's actions.

The shop steward shall perform his duties with the least possible inconvenience to his employer. He is to work and not use his position as shop steward as an excuse to avoid performance of his duties as a craftworker.

No journeyman acting as shop steward shall be discharged for inquiring after cards or doing his duties in the interest of BAC Local 5 NY, and any representative of BAC 5 NY shall not be interfered with while visiting the work. The shop steward shall be the last man to be laid off. There shall be a shop steward of each craft on every job who shall be appointed by BAC 5 NY.

12.2 Shop Stewards will receive a hourly premium of fifty cents per hour.

ARTICLE XIII

GENERAL CONDITIONS

13.1 For employers having jobs exceeding three (3) days in duration, a shop steward shall be hired who shall be appointed by BAC Local 5 NY. Such shop steward shall be employed for the duration of the masonry work.

13.2 All journeymen and apprentices shall leave the tool house at 8:00 A.M. and 12:30 P.M. for work.

13.3 Employees shall be allowed one hundred dollars (\$100.00) for the loss of clothes and tools if broken or stolen from the shanty, or destroyed by fire.

13.4 No employees shall be required to furnish special tools or equipment designed for speeding production. Such tools if required, shall be furnished by the employer. All special equipment of any nature shall be furnished by the employer.

13.5 Four feet eight inches shall be scaffold height. All scaffolding is to be at least 50" wide and no scaffold shall be higher than the wall.

Should any journeyman be laid off for the erection of scaffolding or to allow scaffold to be loaded with materials, provided materials are on the premises, he shall receive his pay for such time as he is kept waiting.

If a working scaffold is four feet or over in height, it shall be provided with a ladder or runway and guard rail.

Mortar boards used on all exterior and interior masonry work shall be raised not less than eighteen inches (18")

All masonry walls over 8" in width and constructed in two separated units must have scaffold on both sides of the wall so that no overhand work shall be required.

Any block, cinder, concrete or any material weighing 48 pounds or more shall be handled by two masons. All lines shall be furnished by the employee.

13.6 All plastering inside and outside of a building shall be left straight with rod and darby and all angles must be left straight and brown mortar floated. The employer must furnish screed, rod-darbies-cornice, rod feather edger and all necessary equipment for the proper execution of plaster work. Mortar boards used in plastering work shall not be more than five foot square. All bottoms must be brown coated before browning is applied to the top section of the same section.

PLASTERING MACHINE – It is recognized that two men are required to properly operate the plastering machine, one man on the hose and one man on the nozzle. In circumstances where one man is all that is required, it shall be allowed.

13.7 Whenever concrete is being poured in bulk and is brought to a definite grade, a cement mason must be hired to finish or level off such bulk concrete no matter what tool is used. Bulk concrete shall be classified as walls, footings, footers, parapets, or any formed concrete where grade nails, chalk lines, screed backs or any other grades are used. This shall apply only where twenty (20) cubic yards or more of concrete are poured in a 7-hour period.

The pouring of concrete shall be finished, rodded and supervised by cement mason journeymen.

The operation of all power cement finishing machines and cutting machines shall be started and run by cement masons.

The setting of screeds and the operation of the power screed is the work of the cement mason. A straight edge up to ten feet long shall be handled by two cement masons. A straight edge up to fifteen feet long shall be handled by three cement masons. A straight edge up to twenty feet long shall be handled by four cement masons.

All concrete shall be finished the day it is poured. Under no circumstances shall concrete be finished without permission from BAC 5 NY the following day or days.

On all concrete work when cement masons are sent home for the day the floor shall be considered finished. All concrete shall be finished the day it is poured and no concrete shall be finished the following day or days without permission from BAC 5 NY. In the event permission is granted to finish concrete the following day or days, the following shall apply: the cement mason shall be paid from the time they were sent home the previous day or days and starting no earlier than 7:00 A.M. the following day or days, the concrete shall be finished at triple the regular hourly rate. In the event of inclement weather, special consideration shall be given to the finishing of concrete the following day or days after permission has been granted to finish said concrete.

Time shall be allowed to eat on all overtime performed after 6:30 P.M.

13.8 On any swing stage or swing scaffold, including rolling scaffold suspended from bridge railings, two masons shall be used except on swing seats constructed for one man only. A swing scaffold or staging is considered to be a scaffold suspended by means of ropes or cables from hooks placed over parapet walls or windows, etc. and is less than 50” wide. Employees working on said scaffolds shall be paid fifty cents (\$.50) per hour above the regular rate for each hour worked.

13.9 Three Strike Policy – Employees of CCA, BCA, MCCHV members working on construction sites who are discharged for cause three (3) times in twenty-four (24) months must address the underlying reason for their termination to be eligible for future job referral. Our customers have a choice and too many of them are not choosing us. As an Association, we have to do better and this policy along with our “Code of Excellence” and the “Attitude, Behavior and Skill” classes will help shape our future.

Rules:

- A. Any employee who is discharged for “cause” three (3) times in twenty-four (24) months will be referred to an appeals committee within seven (7) business days.
 - 1. Committee: three (3) people chosen by CCA, BCA, MCCHV and the union, “respected community leader” and not affiliated with the construction industry.
- B. The “Appeals Committee” at their discretion may:
 - 1. Require the employee to obtain more training
 - 2. Disqualify the employee from employment for one (1) month, thirty (30) work days, or longer
 - 3. Refer employee to EAP
 - 4. Restore employee back to work

ARTICLE XIV

SAFETY AND SUBSTANCE POLICY

14.1 The official compilation of Codes, Rules and Regulations of O.S.H.A., and the rules and regulations of the Industrial Commission of the State of New York, and the rules and regulations and ordinances of all municipalities within the work which is being performed pertaining to the protection of persons employed in the construction industry shall be strictly adhered to. Failure on the part of the employer to abide by said rules and regulations shall result in work stoppages for which the employee shall be paid in full until such violations are removed. Use of alcohol or narcotics during regular work hours, including lunch period, shall be cause for immediate dismissal of any employee.

14.2 If an employee is injured at work, he shall be paid in full wages and wage supplements for the time spent receiving medical attention on the day of the injury. If a doctor certifies that said employee is unable to return to work in the day of the injury, the injured employee shall be paid full wages and wage supplements for the balance of that working day.

14.3 Substance Abuse Testing – New applicants for employment as Bricklayers and Allied Craftworkers must test negative for illegal substances, prior to commencing employment. Where there is legal requirement or a requirement of local, state or federal law for illegal substance testing that a signatory contractor must satisfy to bid or perform work, the parties hereby agree to satisfy said requirement. The Union and Employer agree that alcohol and illegal substances will not be consumed on the job at any time.

14.4 All employees covered by this collective bargaining agreement shall be required to wear a hard hat and approved footwear.

ARTICLE XV

GRIEVANCE AND ARBITRATION PROCEDURES

15.1 The parties to this Agreement shall establish a Joint Arbitration Board consisting of three (3) representatives selected by the MCCAHV and three (3) representatives selected by BAC 5 NY, to resolve disputes over the interpretation and application of this Agreement. The Board shall meet at least once a month, or on call, to settle complaints, abuses or grievances. It is further agreed that should occasion require any alterations or amendments to this Agreement, the party desiring such alterations or amendments shall submit same in writing to the Board. The employer and BAC 5 NY representatives at a session shall have an equal number of votes on all matters coming before the Joint Arbitration Board, regardless of the number of employers or BAC 5 NY representatives present at a session.

15.1 It is specifically agreed that any controversy arising out of this Agreement involving the interpretation of its terms and conditions, shall be settled in accordance with the grievance procedure set forth in this Article. No grievance shall be recognized unless it is called to the attention of the employer by BAC 5 NY or to the attention of BAC 5 NY by the employer within five (5) days after the alleged violation is committed or discovered.

15.2 Grievances shall be handled in the following manner:

1. The grievance shall be referred to the jobsite BAC 5 NY shop steward and to the foreman for adjustment.

2. If the grievance cannot be settled pursuant to paragraph 1 of this section, the grievance shall be referred on the following day to the president of BAC 5 NY and the employer.

3. If the grievance cannot be settled pursuant to paragraph 2 of this section within three (3) working days excluding weekends and holidays, the grievance shall be submitted within 48 hours to the Joint Arbitration Board for consideration and settlement.

4. If the Joint Arbitration Board cannot reach a satisfactory settlement within five (5) working days, not including weekends and holidays, following a referral of the grievance to the Board, it shall immediately select an impartial arbitrator to review with the Board all evidence submitted relating to the dispute and then cast the deciding vote. If the Joint Arbitration Board cannot agree on an impartial arbitrator, the impartial arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. All expenses of the impartial party shall be borne equally by the employers and BAC 5 NY. The decision reached by the Joint Arbitration Board with the assistance of the impartial arbitrator shall be final and binding upon all parties.

15.3 When a settlement has been reached at any step of this grievance procedure, such settlement shall be final and binding on all parties, provided, however, that in order to encourage the resolution of disputes and grievances at steps 1 and 2 of 15.3 of this Article, the parties agree that such settlements shall not be precedent-setting.

15.4 The time limits specified in any step of the grievance procedure may be extended by mutual agreement of the parties initiated with the written request of one party to the other, at the appropriate step of the grievance procedure. However, failure to process a grievance, or failure to respond within the time limits provided above, without a written request for an extension of time, shall be deemed a waiver of such grievance without prejudice, and shall create no precedent in the processing of and/or resolution of like or similar grievances or disputes.

15.5 The following are excluded from arbitration, violations shall be considered a breach of contract:

- (a) Payment of Wages
- (b) Payment of Fringes
- (c) Jurisdictional Disputes (as defined in ARTICLE IV, WHAT CONSTITUTES MASONRY)
- (d) Bonding (See ARTICLE XVIII)
- (e) Hiring Procedures (See ARTICLE V, Sec 5 – 3)
- (f) Sub Contracting (See ARTICLE VII, Sec 7.2)
- (g) Liquidated Damages and Delinquency Payments (See ARTICLE X, 10.1 AND 10.2)
- (h) ARTICLE VII, 7.9

ARTICLE XVI

APPRENTICESHIP

- 16.1 It is agreed that there shall be a Joint Apprenticeship Committee sponsored by BAC 5 NY. BAC 5 NY reserves the right to determine the number of apprentices in their jurisdiction.
- 16.2 The application, eligibility, screening, selection, instruction and training of the apprentices shall be governed by the Joint Apprenticeship Training Committee. The Committee shall hold a minimum of two (2) meetings per year.
- 16.3 Each apprentice shall be registered as such and shall comply with any and all laws governing apprenticeship training in the State of New York. Apprentices shall comply with and complete all aspects of their training including attendance at prescribed classes when held.
- 16.4 The period of apprenticeship shall not be less than three years nor more than four years in length.
- 16.5 All contractors employing three journeymen shall employ one apprentice. No apprentice is permitted to work alone on a job for more than one day.
- 16.6 Effective June 1, 2011, any first year apprentice starting on or after this date shall be paid as follows:

	WAGES	FRINGES
1 st 0 – 750 hours	50% of rate	50% of fringes
2 nd 751 – 1500 hours	55% of rate	55% of fringes
3 rd 1501 – 2250 hours	60% of rate	60% of fringes
4 th 2251 – 3000 hours	65% of rate	65% of fringes
5 th 3001 – 3750 hours	70% of rate	70% of fringes
6 th 3751 – 4500 hours	75% of rate	75% of fringes
7 th 4501 – 5250 hours	80% of rate	80% of fringes
8 th 5251 – 6000 hours	85% of rate	85% of fringes

Apprentices shall not wash down, cutout, patch, point up, sawcut or rub masonry work more than one (1) day in any work week.

16.7 Fringe benefits on apprentices shall be paid as outlined in ARTICLE 1, Wage Schedule, except as described above.

ARTICLE XVII

TRUST FUNDS

And

JOINT BENEFIT AND ADMINISTRATION FUND ACCOUNT

17.1 Solely for convenience, it is understood and agreed that the Joint Benefit Administration Fund Account of BAC Local 5 NY has been designated as the collection agent for the following:

- (a) Welfare Fund (Payroll Deduction Vacation Plan)
- (b) Retirement Fund (Pension Plan, Annuity Plan)
- (c) International Union Pension Fund
- (d) International Masonry Institute
- (e) Industry Advancement Fund
- (f) Payroll Deduction Dues Check-off
- (g) Political Action Committee
- (h) Labor Management Committee

By this agency designation, the parties intend only to reduce to a minimum the bookkeeping and clerical work involved in the preparation and filing of report forms and the simplification of payments to the funds, but, nevertheless, they intend to maintain a complete separation of funds.

17.2 Contributions shall be paid on behalf of all employees starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, journeymen, apprentices, trainees, probationary and all other employees. For the purpose of this Article, each hour worked, including all other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable to each fund designated in Article 1.

17.3 In addition to the wages and other payments herein provided for, the Employer agrees to pay the specified contributions to the following designated funds and plans.

(a) Bricklayers and Trowel Trades International Pension Fund

The contribution to the Bricklayers and Trowel Trades International Pension Fund (IPF) shall be in accordance with the wage schedule in Article I for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the Bricklayers and Trowel Trades International Pension Fund, which was established under an Agreement and Declaration of Trust, dated July 1, 1972.

(b) BAC Local 5 NY Pension Plan

The contribution to the Pension Plan of the BAC Local 5 NY Retirement Fund shall be in accordance with the wage schedules in Article I for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the Pension Plan of the BAC Local 5 NY Retirement Fund, which was established under an Agreement and Declaration of Trust, dated July 1, 1975 as successor to the BAC Local 44 Pension Trust dated January 1, 1959.

(c) BAC Local 5 Annuity Plan

The contribution to the Annuity Plan of the BAC Local 5 NY Retirement Fund shall be in accordance with the wage schedules in Article 1 for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the Annuity Plan of the BAC Local 5 NY Retirement Fund, which was established under an Agreement and Declaration of Trust, dated July 1, 1975 as successor to the BAC Local 44 Annuity Trust dated July 1, 1970

(d) BAC Local. 5 NY Welfare Fund

The contribution to the BAC Local 5 NY Welfare Fund shall be in accordance with the wage schedules in Article 1 for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the BAC Local 5 NY Welfare Fund which was established under an Agreement and Declaration of Trust, dated June 1, 1949

(e) BAC Local 5 NY Vacation Plan

The contribution to the Payroll Deduction Vacation Plan of the BAC Local 5 NY Welfare Fund shall be in accordance with the wage schedules in Article 1 for each hour or portion thereof actually worked for which a covered employee receives pay.

The Employer agrees that this Vacation Plan contribution shall be deducted from the covered employees wages after all tax deductions have been made.

The payments required above shall be made to the Vacation Plan of the BAC Local 5 NY Welfare Fund which was established under an Agreement and Declaration of Trust, dated June 1, 1949.

(f) International Masonry Institute (IMI)

The masonry industry in the United States and Canada has great and definable needs in the fields of apprenticeship and training, advertising and promotion, research and development, and labor/management relations which must be met if the industry is to grow and prosper. The parties to this agreement believe that the International Masonry Institute is the most effective and efficient instrument for meeting these needs because it offers the greatest possibility of integrating activities in these program areas in an effective manner and coordinating them through a single regional/international system.

IMI will be able to provide advertising and promotion, research and development, apprenticeship and training, and labor/management relations programs directed specifically to this area. With these principles in mind, the parties agree as follows:

The contribution to the International Masonry Institute shall be in accordance with the wage schedules in Article I.

The payments required above shall be made to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, 14 March 1981, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, 22 July 1970) and/or to the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, 6 November 1974).

(g) Industry Advancement Fund (IAF)

The employer shall contribute a sum as specified in ARTICLE I (Wage Schedule) per hour for each hour worked for employees performing work covered by this Agreement to the Industry Advancement Fund. The payments and reports required for the industry Advancement Funds shall be made to the joint Benefit Administration Fund Account of BAC Local 5 NY. Anything herein contained to the contrary notwithstanding, there is specifically excluded from the purposes of the Industry Advancement Fund the right to use any of its assets for lobbying in support of anti-labor legislation and/or during a period or periods of work stoppage, strikes, or lockouts. None of the provisions of this Article shall operate to prohibit the expression by such of the Association representatives as may be paid with the monies of the Industry Fund of any position of the association or its members affecting wages or conditions of employment of the members of BAC Local 5 NY.

Upon termination of payments allocable to the Industry Advancement Fund for any reason, the asset of the Industry Advancement Fund shall not be distributed among any employers, of BAC Local 5 NY, but shall be

held by the Association, which shall continue to administer and expend such assets for the purposes, and subject to the conditions set forth in this Article.

(i) BAC Local 5 NY Labor Management Coalition Fund

The contribution to the BAC Local 5 NY Labor Management Coalition Fund shall be in accordance with the wage schedules in Article I for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the BAC Local 5 NY Labor Management Coalition Fund which was established under and Agreement and Declaration of Trust, dated July 1, 1984.

17.4 The employer hereby acknowledges the receipt of the trust agreements of the aforementioned trust funds together with a benefit handbook describing the benefits available under the Plans. The employer agrees to accept, be bound by as though he has actually signed the individual documents and comply fully with all the terms of said trust agreements and any amendments thereto whether heretofore or hereafter made (including but not limited to any amendments with respect to the amount of contributions). Additional copies of the trust agreements and benefit booklets may be obtained from the funds by written request by certified mail at a reasonable charge.

17.5 The employer hereby irrevocably designated as its representative on the above stated board of trustees such trustees as are now serving, or who will in the future serve, as employer trustees, together with their successors.

17.6 Contributions and contractor payroll reports (both on forms approved by the Funds) shall be submitted weekly by the employer. All employers must pay weekly on the job every pay day for the duration of the job. The sums transmitted shall be accompanied by a statement, in a form specified by BAC Local 5 NY, reporting the name of each person whose dues are being paid and the number of hours each employee has worked. All fund contributions, payroll deductions, vacation and dues check-off monies must be submitted to the fund office with the payment of other funds to the Bricklayers and Allied Craftworkers Local 5 New York Joint Benefit and Administration Fund Account. Employers paying the aforementioned monies directly to the employee shall not be relieved of the obligation to submit said monies to the fund office. An employer who sub-lets masonry work shall be responsible for the sub-contractor's wages and contributions to the trust funds for work performed on his job site only.

- 17.7 BAC Local 5 NY and the Fringe Benefit Funds shall be considered as a contributing employer for the purpose of paying to the said trust funds for its full-time employees and the said employees shall be entitled to such benefits as are afforded other employees pursuant to the rules and regulations of the said funds. BAC Local 5 NY shall not be considered as a contributing employer for the purpose of paying to the International Masonry Institute, or Industry Advancement Funds.
- 17.8 In the event that the employer is delinquent for a period of seven (7) days in payment of fringes to employees or reporting of employer contributions to the fund office, BAC Local 5 NY shall have the right to remove men from the employ of such employer and shall not be obligated to furnish workmen until all vouchers have been paid and the provisions of ARTICLE X, Liquidated Damages and Delinquency Payments shall apply. Further, all lost wages, conditions and benefits due to the employees involved in such stoppage shall be paid by the employer. It is further agreed that removal of manpower in such circumstances shall not be deemed a violation of this Agreement.

Employees covered by this Agreement will not be required to engage in employment for an employer that is two (2) weeks in arrears of fringe benefit payments to the various benefit funds as established per this Agreement.

If the employer fails to pay wages, make any contributions to the funds or submit payroll reports weekly as specified in this Article, BAC Local 5 NY shall have the right to take whatever steps are necessary, including the withdrawal of manpower, to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the employer shall be liable for all costs for collection of payments due in accordance with ERISA including attorney's fees and such liquidated damages as may be assessed by the trustees. The employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

In the event the employer fails to make payments or reports to the trust funds as provided for herein, the employer shall be required to pay the full amount due as set forth before being provided with further services of the employees covered by this Agreement. The said employee shall be reinstated and paid for any loss of time which they sustain as a result of the stoppage.

17.9 Employees shall deposit with BAC Local 5 NY an executed authorization for payroll deduction of vacation fund and dues check-off. BAC Local 5 NY shall keep the authorization cards on file for inspection by employers should any questions arise over authorization. Employers requesting inspection of said authorization shall do so by certified mail. Said authorization shall be shown to employers solely for employees in their employment. If an employee has not signed authorization for payroll deductions for vacation and dues check-off then these funds shall be returned to the employer for distribution to the employee on a yearly basis.

17.10 Payroll Deductions, Vacation and Dues Check-Off: The employer shall deduct from the wages of each employee who has signed a payroll deduction vacation and check-off authorization conforming to Federal law, and transmit weekly to BAC Local 5 New York (or to any agencies designated by said BAC Local 5 NY for collection of such money), the sum for each hour worked which BAC Local 5 NY as specified in ARTICLE I, or specified from time to time and so advises the employer in writing, as the portion of each employee's BAC Local 5 NY payroll deduction of Vacation and Dues Check-off to said BAC Local 5 NY, to its International Union, or to any affiliate of the International union.

17.11 Membership affiliation with, or stipulation to any other fund, association or lack of membership in any of the aforementioned shall not absolve or relieve any employer covered by this Agreement from his obligation to make required payments to the various trust funds as outlined in this Article.

17.12 If during the terms of this Agreement, a compulsory health insurance plan becomes lawful through Federal and State Legislation, the welfare fund provision in this Agreement shall be reopened for the purpose of revision with respect to such health insurance plan compliance and/or employer or employee contributions thereto.

ARTICLE XVIII

BONDING

18.1 In order to insure the payment to each of the several Plans and Funds described in this Agreement, every Employer working in the jurisdiction of the Union shall deliver to the Union, a surety bond in a form approved by the Union and the Funds or a bank certified check in lieu thereof to be held in escrow by the Funds in the amount of Fifty Thousand Dollars (\$50,000.00), executed by a corporate surety licensed to do business in the State of New York, naming the Union and the Trustees of the respective Funds as obliges hereunder, and conditioned upon the payment of all contributions to the several Plans and Funds as set forth in this Agreement. Any Employer that employs more than eight (8) employees covered by this Agreement shall increase the bond by Three Thousand Dollars (\$3,000.00) for each additional employee. The bonds and, where additional employees over eight (8) are added to the payroll, proof of the Three Thousand Dollars (\$3,000.00) per employee increase shall be forwarded to BAC Local 5 NY and copies of said bonds and proof of increases must be sent forthwith to the secretary of the associations on behalf of all signatories hereto. Employers who have not furnished the required bond will not be permitted to employ persons covered by this agreement.

Employers who have had a collective bargaining agreement with the Union for two (2) years or more, and who have never been delinquent for more than thirty (30) days in paying contributions to any of the Funds described in this Agreement, and any employer that is a member in good standing of Construction Contractors' Association and the Construction Industry Council and has not had a deficient benefit audit in the preceding 12 months, shall be exempt from posting of the bond and may make written application to the Trustees of the respective Funds to waive the obligation to post the bond. Upon approval of such waiver by the Trustees of each of the Funds, the Employer will be excused from posting the bond requirement herein. Such waiver will be conditioned upon the Employer continuing to maintain a non-delinquent status with each Fund and in the event that the Employer becomes delinquent by failure to make payment to the Funds as required in this Agreement, The Employer shall be required to post the bond and the waiver shall be deemed to be automatically withdrawn

ARTICLE XIX

SIGNATORIES

19.1 BAC 5 NY agrees that in the event that terms and conditions other than those specified in this Agreement are granted to any employer or employers, employers' signatory to this Agreement shall automatically have the right to operate under the terms and conditions so granted.

19.2 It is agreed that each and every employer shall sign this Agreement prior to employment of employees except those employers having national agreements. Such employers shall sign a letter of assent which shall be as binding as though he had signed this Agreement including any approved amendments thereto.

19.3 Except as limited by terms of this Agreement, the direction of employees, including the making and reinforcing of rules to assure orderly and efficient operations, the determination of employee competency, the right to hire, transfer, promote, discharge for just cause, layoff for lack of work, and the scheduling of work are rights vested exclusively in management. The operation of the business: including the introduction of new or improved methods and facilities; hands on management; the determination of the amount of supervision necessary; the size and composition of the work force and crews are rights vested exclusively in management if not inconsistent with the terms and conditions of this contract.

ARTICLE XX

DURATION

20.1 This Agreement shall continue in effect as outlined in ARTICLE II, 2.1 AND 2.2. The parties hereto have caused this Agreement to be duly subscribed by their authorized representatives and this Agreement shall be binding upon their successors and assigns.

20.2 This contract is completed in printed matter only. Sections deleted or added in any form are invalid and will not be part of this Agreement.

20.3 The undersigned has read and is familiar with all terms of this Agreement and agrees to adhere and be bound by all terms, conditions, and amendments hereof.

20.4 This Agreement represents the entire contract. The provisions hereof may not be varied, modified or supplemented without the written consent of both parties.

Accepted for the Employer:

Contractor Name

Payroll Weekending Day: _____
For example: Mon, Tues, Wed, Thurs, Fri, Sat, Sun

FEIN#: _____ ER #: _____

Telephone # : _____
(Area Code)

Fax # : _____
(Area Code)

Street

City

State

Zip Code

Duly Authorized Signature of Officer or Representative

Title

Print Name for Clarification

Date

Accepted for Bricklayers and Allied Craftworkers Local 5 NY:

Signature

Title

Date

TOWNSHIPS OF CHAPTER 1

BEDFORD
CARMEL
CLARKSTOWN
CORTLAND
EAST CHESTER
GRANITE SPRINGS
HARRISON
HAVERSTRAW
KENT

LEWISBORO
MAHOPAC
MT. PLEASANT
MT. VERNON
NEW CASTLE
NORTH CASTLE
ORANGETOWN
OSSINING
PATTERSON

PEARL RIVER
PEEKSKILL - CITY
PHILIPSTOWN
POUNDRIDGE
PUTNAM VALLEY
RAMAPO
RYE
SCARSDALE

SOMERS
SOUTHEAST
STONY POINT
TUXEDO
VALLEY COTTAGE
WHITE PLAINS - CITY
YONKERS – CITY
YORKTOWN

TOWNSHIPS OF CHAPTER 2

AMENIA
BEACON – CITY
BEEKMAN
BETHEL
BLOOMING GROVE
CALLICOON
CHESTER
CLINTON
COCHECTON
CORNWALL
CRAWFORD
DEER PARK
DELAWARE
DENNING
DOVER
EAST FISHKILL
ESOPUS
FALLSBURGH
FISHKILL
FLORIDA

FREEMONT
GARDINER
GOSHEN
GREENVILLE
HAMPTONBURG
HARDENBURGH
HIGHLAND
HIGHLANDS
HURLEY
HYDE PARK
KINGSTON
KINGSTON – CITY
LAGRANGE
LIBERTY
LLOYD
LUMBERLAND
MARBLETOWN
MARLBORO
MAMAKATING
MIDDLETOWN – CITY

MILAN
MINISINK
MONROE
MONTGOMERY
MOUNT HOPE
NEVERSINK
NEWBURGH – CITY
NEWBURGH
NEW PALTZ
NEW WINDSOR
NORTHEAST
OLIVE
PAWLING
PLEASANT VALLEY
PINE PLAINS
PLATTERKILL
POUGHKEEPSIE – CITY
POUGHKEEPSIE
ROCHESTER
ROCKLAND

RED HOOK
RHINEBECK
ROSENDALE
SAUGERTIES
SHANDAKEN
SHAWANGUNK
STANFORD
THOMPSON
TUSTEN
UNIONVALE
ULSTER
WALLKILL
WAPPINGERS
WARWICK
WASHINGTON
WAWARSING
WAWAYANDA
WOODSTOCK

Accepted by the Contractor Associations:

Association Name

Telephone # : _____
(Area Code)

Fax # : _____
(Area Code)

Street

City

State

Zip Code

FEIN # _____ ER # _____

Duly Authorized Signature of Officer or Representative

Title

Print Name for Clarification

Date

Accepted for Bricklayers and Allied Craftworkers Local 5 NY:

Signature

Title

Date

2014/2017

Accepted by the Contractor Associations:

Association Name

Telephone # : _____

(Area Code)

Fax # : _____

(Area Code)

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State

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