

12/07

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
MASON TENDERS DISTRICT COUNCIL OF GREATER NEW YORK AND
LOCAL 12 A ABATEMENT OF THE INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS AND ASBESTOS WORKERS AND THE
ENVIRONMENTAL CONTRACTORS ASSOCIATION, INC.**

The Environmental Contractors Association, Inc. the Mason Tenders District Council of Greater New York on behalf of itself and its constituent Local 78 (the "MTDC") and Local 12A Abatement of the International Association of Heat and Frost Insulators and Asbestos Workers (the "Asbestos Workers") agree as follows:

1. Agreement: The ECA, MTDC and Asbestos Workers agree to execute a five year collective bargaining agreement ("Agreement") which shall be effective as of December 1, 2007 and shall expire at midnight on November 30, 2012.

2. Terms: The terms of the Agreement shall be the same as the terms of the agreement between the parties that expired on November 30, 2007, except for necessary modifications in dates and except as specifically specified below.

3. Scope of Agreement: Change Article I, Section 2 to read: "This Agreement shall apply and is limited to all work as defined in Article IV, — Jurisdiction — and which is performed in the five Burroughs of New York City and Nassau and Suffolk Counties on Long Island."

4. Union Security and Hiring Arrangements (Article III):

- a. Section 3(a). Add new sentence after first: "Such notice shall be provided at least 24 hours prior to the commencement of the job, unless it is an emergency job, in which case notice shall be provided as early as practicable."
- b. Section 3(c). Add new sentence after first: "The Employer shall specify in writing any additional skills or requirements necessary to perform the work, and the Unions shall inquire of potential referrals to determine whether they possess such skills and/or requirements to perform the job in question."
- c. Sections 3f(i) and f(ii). Change reference from "eleventh Handler on the job, and every fifth thereafter" to "seventh Handler on the job, and every fifth thereafter".
- d. Section 3(h). Change "within forty-eight (48) hours after the request is made by the Employer, ..." to "within twenty four (24)

hours after a timely request is made by the Employer pursuant to Section 3(a) above, ..."

e. Add new Section 3f(iii):

"Once a Handler is referred to a job pursuant to the preceding provisions requiring referrals according to the Rules of the Hiring Halls (an "HHR Referral"), it is the obligation of the Employer to maintain the requisite "ratio" of Handlers selected by name to HHR Referrals. Thus, if the number of Handlers needed on the job drops below the number which last mandated an HHR Referral, a HHR Referral may be laid off (such person need not be the most recent HHR Referral); but if the number again increases to a point at which a referral according to the Hiring Hall Rules is required, then another person must be so referred."

f. Add new Section 3f(iv):

"The Employer shall not be considered to have exceeded the "ratio" of Handlers selected by name to HHR Referrals if it receives fewer than five hours notice from a client of a need to commence work, notifies the Union of the job as required in Section 3(a) above, and then commences work prior to the arrival of the HHR Referral[s]; provided that upon the arrival to the job of the HHR Referral[s], the Employer shall employ them and conform the staffing of the job to the required ratio."

5. Hours and Overtime (Article VI):

- a. Section 2. Add second sentence after first: "Commencing June 1, 2011, the work week will start on Monday and conclude on Saturday."
- b. Section 4. Change first sentence to read: "Overtime shall be defined as all hours worked in excess of eight hours per day or forty (40) hours per week; effective June 1, 2011, work on Sunday shall also be considered overtime."
- c. Section 5(c). Add new Section 5(c) (and renumber current 5(c) and (d)): "If an employee works six or more hours, but not in excess of eight hours, he shall be compensated as if he worked eight hours. The preceding shall not apply to handlers who fail to report on-time for their required shift, or who leave the job by their own choice prior to the Employer concluding the shift."

d. Section 6. Add new last sentence: "Likewise, the preceding Article VI, Section 5(c) shall not change the expectation that the standard work-day is an eight hour day."

e. Section 7: Add Good Friday as a holiday.

6. Fringe Benefits and Dues (Article VIII):

a. Update dates and rates to reflect December 1, 2007-November 30, 2012 contract with initial allocations as set forth in attached Schedules A (already distributed).

b. Section 11 (a) shall be considered amended as set forth in the attached letter from Robert Bonanza to Frank Garito regarding the posting of a bond by new Association members.

7. Disputes and Grievances (Article XII):

See attached side letter regarding grievances and hiring hall claims.

8. Miscellaneous (Article VI):

Section 8: update reference to independent contract, i.e. change "2003-2007" to "2007-2012."

9. Schedules:

a. Schedule A. Update to reflect December 1, 2007 allocation (as attached and already distributed), and future increases of \$3.00/hour on each of the following dates: 12.1.08, 12.1.09, 12.1.10, and 12.1.11.

b. Schedule B. Update to reflect new contract dates and mandatory referral pursuant to hiring hall rules occurring at 7th spot and every 5th thereafter, rather than 11th, and every fifth thereafter.

10. Other Issues: It is agreed that the Memorandum Regarding Safety Initiative shall remain an amendment to the Agreement. After the execution of this MOA, the parties will engage in good faith negotiations over the Safety Initiative.

11. ECA: Execution of this Agreement by the ECA binds all members of the ECA to its terms.

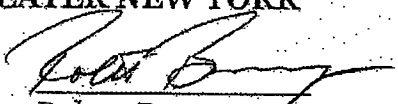
12. Facsimile: For purposes of execution of this Memorandum of Understanding, facsimile signatures shall be treated as originals.

13. Other Agreements: This Agreement shall supersede any prior agreements that are contradictory to it.

Signed by both parties hereto as of December 1, 2007, at New York, New York, with an effective date of December 1, 2012.

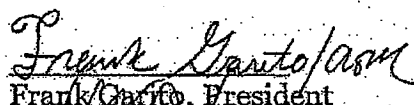
**THE MASON TENDERS
DISTRICT COUNCIL OF
GREATER NEW YORK**

BY:


Robert Bonanza,
Business Manager

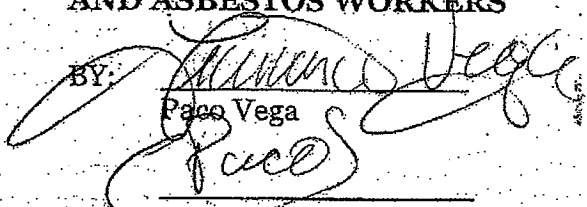
**THE ENVIRONMENTAL
CONTRACTORS
ASSOCIATION, INC.**

BY:


Frank Gaudio, President

**LOCAL 12A ABATEMENT OF THE
INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS**

BY:


Paco Vega

Print Title

Benny Sec Treas



Mason Tenders District Council

OF GREATER NEW YORK & LONG ISLAND

CORRECTED COPY

Wage and Fringe Benefit Rates Local 78 Handlers

December 1, 2007 to November 30, 2008

ENVIRONMENTAL CONTRACTORS ASSOCIATION

	JOURNEYMEN	APPRENTICES			
	STRAIGHT TIME	1 st Year	2 nd Year	3 rd Year	4 th Year
Wage Rate	\$29.00	\$22.62	\$23.20	\$24.07	\$25.81
Welfare Fund	7.10	7.10	7.10	7.10	7.10
Pension Fund	1.21	1.21	1.21	1.21	1.21
Annuity Fund	2.00	2.00	2.00	2.00	2.00
Training Fund	0.50	0.50	0.50	0.50	0.50
Greater New York LECET	0.04	0.04	0.04	0.04	0.04
New York State LECET	0.05	0.05	0.05	0.05	0.05
New York State Health & Safety	0.05	0.05	0.05	0.05	0.05
IAF	0.15	0.15	0.15	0.15	0.15
Total Hourly Fringes	11.10	11.10	11.10	11.10	11.10
Total Hourly Package:	40.10	33.72	34.30	35.17	36.91
After tax hourly wage deductions (Already included in wage)					
Dues Checkoff	1.70	1.68	1.68	1.68	1.68
Political Action Committee	0.05	0.05	0.05	0.05	0.05
Total after deductions from wage:	1.75	1.73	1.73	1.73	1.73

ECA

Environmental Contractors Association of New York City

December 4, 2008

SIDELETTER

Mr. Robert Bonanza
Mason Tenders District Council of Greater New York
520 8th Avenue – Suite 650
New York, New York 10018

Re: 2007-2012 ECA/MTDC
Collective Bargaining Agreement

Dear Bob:

This Sideletter shall confirm that Article XIII, Non – Discrimination, Section # of the 2007-2012 collective bargaining agreement between the Environmental Contractors' Association and the Mason Tenders District Council is hereby amended to prohibit discrimination on the basis of creed in compliance with applicable laws. 1 TR

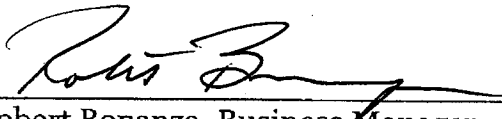
Very truly yours,


Paul O'Brien

ASM/bhh

AGREED TO AND ACCEPTED ON BEHALF OF THE
MASON TENDERS DISTRICT COUNCIL

By:


Robert Bonanza, Business Manager

1430 Broadway, Suite 1106 New York, NY 10018

Tel 212.704.9745 • Fax 212.704.4367 • www.ecanyc.org

Joyce Nastasi

From: Joyce Nastasi [joyeca@earthlink.net]
Sent: Tuesday, November 23, 2010 12:25 PM
To: 'A Quest'; 'Abatech Industries, Inc.'; 'Abatement Unlimited, Inc.'; 'Abatement Unlimited, Inc.'; 'ABAX Inc.'; 'ABAX Incorp'; 'ABAX Incorp'; 'ABAX Incorp.'; 'ABAX Incorp.'; 'ABC Construction Contracting'; 'Affiliated Environmental Services'; 'AGA Environmental, Inc.'; 'Air Tech Lab, Inc.'; 'ASAR International'; 'ASARAH International'; 'Asbestos Corp. of America'; 'Asbestos Corp. of American'; 'ATCO Contracting'; 'AZZ Environmental Inc.'; 'B & G REstoratioin'; 'B & N & K Restoration'; 'Benjamin Kurzban & Son Control'; 'Branch Construction Co.'; 'Branch Construction Co., Inc.'; 'C.K.&B. Environmental, Inc.'; 'D & S Restorations'; 'D.S.A. Services'; 'Degmor Inc.'; 'Delta Environmental, Inc.'; 'E & A Environmental'; 'E.T.S. Contracting'; 'East Coast Haz Mat Removal'; 'Emire Control Abatement Inc.'; 'Empire Control Abatement'; 'Environmental Contractors, Inc.'; 'Fiber Control'; 'Fiber Control Inc.'; 'Fiber Control Inc.'; 'Fiber Control Inc.'; Gary Palodino; 'Gramercy Group, Inc.'; 'Hazardous Elimination Corp.'; 'International Asbestos Removal, Inc.'; 'J & J Asbestos Abatement Corp.'; 'JBH Environmental, Inc.'; 'JBH Environmental, Inc.'; 'JVN Restoration Inc.'; 'Kiss Construction, Inc.'; 'LVI Environmental Services'; 'Microtech Contracting Corp.'; 'National Environmental Safety Co.'; 'New Style Contractors, Inc.'; 'New York Environmental Systems'; 'P.A.R. Envionrmental Corporation'; 'Pinnacle Environmental Corp.'; 'Pinnacle Environmental Corp.'; 'Regional Management & Consulting'; 'Safeway Environmental Corp.'; 'Seasons Industrial Contracting Corp.'; 'Topline Contracting Inc.'; 'Trio Asbestos Removal Corp.'; 'Vestar, Inc.'; 'Wing Environmental Inc.'; 'Wing Environmental, Inc.'
Subject: WAGE/BENEFIT RATE BREAKDOWNS
Attachments: WageBenefitsHeavyHighwayno.10.pdf; WagesBenefitsLocal78nov.10.pdf; WagesBenefitsLocal 12Anov.10.pdf; image001.png

Effective December 1, 2010, in accordance with our Collective Bargaining Agreement, a \$3.00 increase will take effect. Also, in order to support the creation, approval and marketing of our new legislation, the Board approved a \$.10 an hour increase to the Industry Advancement Fund.

The Wage Rate Breakdown sheets are attached for the following:

Mason Tenders – Local 78

Heat and Frost Insulators – Local 12A

Composite Crews for heavy and highway jobs (Local 78 and Local 731)

The sheets cover the period of December 1, 2010 – November 30, 2011

Expect for Composite Crews:

July 1, 2010 – November 30, 2010

December 1, 2010 – June 30, 2011

If you have any questions, please do not hesitate to contact me.

Joyce



Joyce Nastasi
Executive Director
Environmental Contractors Association
5 Penn Plaza - 19th Floor
New York, New York 10001

Side Letter Regarding Implementation of Terms of Jurisdictional Settlement

Whereas, the Mason Tenders District Council , its constituent Local 78 (collectively the "Union") and Laborers Local 731 are parties to a November 14, 2007 jurisdictional settlement (the "Jurisdictional Settlement") that, among other things, provides that on jobs falling within Local 731's jurisdiction that are staffed with a composite Local 78 and Local 731 crews, all laborers shall be employed pursuant to the applicable Local 731 collective bargaining agreement, albeit with fringe benefit contributions and dues check off remittances for members of Local 78 being paid to the Mason Tenders District Council Trust Funds and the Union, respectively; and

Whereas, the Union and the Environmental Contractors Association ("ECA") wish to effectuate these provisions of the Jurisdictional Settlement by adopting a written agreement between them that provides for such remittances to the Mason Tenders District Council Trust Funds and specifies the applicable allocation amounts;

Therefore, the Union, and the ECA, hereby agree as follows:

1. On any job falling within the jurisdiction of Local 731 on which Local 78 members are employed, wages and fringe benefit contributions shall be made in a gross amount equal to the then-applicable gross rate set forth under the ECA's collective bargaining agreement with Local 731, and, subject to the Union's regular rights of allocation and/or re-allocation, shall be allocated as indicated in the attached Schedule A. /
2. Prior to employing any members of Local 78, the Employer will notify Local 78 of the commencement of work on the job in the same manner as is required under the collective bargaining agreement between Local 78 and the ECA (the "MTDC-ECA CBA"), and shall accept as the second Local 78 member employed on the job a time-keeper appointed by the Union who shall be a working handler with authority to maintain records/reports of the hours worked on the job by members of Local 78.
3. The Union's rights and remedies related to the notification of the commencement of work on the site shall be the same as those set forth in the MTDC-ECA CBA. No timekeeper shall be removed from a job, or otherwise subject to adverse employment conditions for reasons related to the performance of his/her time-keeping functions. In the event an Employer determines to discharge a time-keeper, the Employer shall immediately notify the Union, which will have 12 hours to refer a replacement time-keeper, during which time the time-keeper being removed shall remain employed on the site and shall continue to perform his/her time-keeping functions. The time-keeper shall further be the second to last Local 78 member laid off from the job.

4. Contributions to the Mason Tenders District Council Fringe Benefit Funds on behalf of the above referenced Local 78 members as well as remittance of dues check off on their behalf shall be made in the same manner as is required under the MTDC-ECA CBA, and the Union and its affiliated funds shall be entitled to invoke and utilize the same methods and remedies for collecting delinquent fringe benefit contributions and/or dues as are set forth in the MTDC-ECA CBA.

Agreed to by:

For the MTDC

By: 

Robert Bonanza

Dated: 10/22/10

For Local 78

By: 

Edison Severino

Dated: 10/22/10

For the ECA

By: 

Print Name: _____

KM&M
KAUFF MCGUIRE MARGOLIS LLP

950 THIRD AVENUE · FOURTEENTH FLOOR
NEW YORK, N.Y. 10022

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AMCGUIRE@KMM.COM

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LOS ANGELES
WWW.KMM.COM

June 15, 2011

BY FAX AND USPS

Tamir W. Rosenblum, Esq.
520 8th Avenue - Suite 650
New York, NY 10018

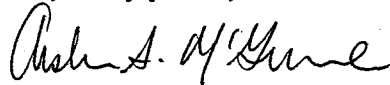
Cynthia Devasia, Esq.
61 Broadway 25th Floor
New York, NY 10006

Re: Non-discrimination Amendment
KM&M File No. 10410.0000

Dear Tamir and Cynthia:

As we have discussed, Article XIII, Section 1, the non-discrimination provision of the collective bargaining agreement among the Environmental Contractors Association ("ECA"), the Mason Tenders District Council ("MTDC") and Local 12A of the International Association of Heat and Frost Insulators and Asbestos Workers ("Local 12A") inadvertently omitted "creed" from the protected classes in that section. The parties agree that creed is among the classes that should have been included in that provision and that the parties shall not discriminate on the basis of a person's creed.

Very truly yours,



Aislinn S. McGuire

cc: Joyce Nastasi
Paul O'Brien
Robert Bonanza
Edison Severino
Francisco "Paco" Vega

Memorandum Regarding Safety Initiative

Introduction

The Environmental Contractors Association ("ECA"), the Mason Tenders District Council ("MTDC") and Asbestos Handlers Local 78 ("Local 78") hereby agree to create a joint safety compliance program that will protect the public and ensure workers' safety during the abatement of toxic materials (the "Program"). The Program will train company supervisors, foremen and union shop stewards to ensure their full understanding of Department of Environmental Protection ("DEP") regulations, Environmental Protection Agency ("EPA") requirements and Occupational Health and Safety ("OSHA") standards. Contractors will be expected to strive for state of the art safety practices, and Local 78 shop stewards will help monitor their performance on specific job sites. Companies, supervisors, foremen and handlers who ignore or evade their obligations will be sanctioned; those who achieve full compliance will be rewarded.

I. Training

All shop stewards and company supervisors shall attend and complete a training course on safety and regulatory standards to be provided by the Mason Tenders Training Fund.

II. Job Site Compliance Process.

Foremen, supervisors and shop stewards have joint responsibility to ensure that all work involved in the removal of hazardous material is performed safely and in full compliance with any applicable regulatory or collectively bargained procedures. Supervisors and foremen shall immediately inform and, if appropriate, discipline any handler who is violating any required procedures. Shop stewards shall also inform handlers on the job when they violate any such procedures (a "Safety Violation") and request them to cease the violation. A shop steward shall promptly bring to the attention of the foreman, any failure by a handler to discontinue a Safety Violation; if the foreman fails to take appropriate action, the shop steward shall immediately refer the matter to the Company supervisor. Shop stewards shall be provided adequate time during the work-day to investigate the job for purposes of monitoring compliance with applicable safety standards. The Union shall promptly investigate any claims by an Employer that a Shop Steward is unwilling or unable to police safety violations, and shall replace the Shop Steward if it considers such action warranted.

In the event a shop steward's efforts to discontinue a Safety Violation on a job are not successful, or in the event the violation is of a nature that requires further redress, the shop steward shall contact the Union. An officer of the Union and a principal of the Employer shall promptly confer to resolve the issue. Likewise, in the event a supervisor's efforts to discontinue a Safety Violation on a job are not successful, or in the event the supervisor believes a violation by a handler requires further redress, he/she

shall contact the principals of the Employer. A principal of the Employer and an officer of the Union shall promptly confer to resolve any such issues.

III. Sanction Process

A. Joint Safety Board

A Joint Safety Board ("Joint Board") shall be established consisting of two representatives of the Association (and two alternate representatives) and two representatives of the Union (and two alternate representatives) who shall promptly meet to confer regarding incidents in which an alleged Safety Violation brought to the attention of an Employer's principal and the officer of the Union has not been resolved. The Board shall, by majority vote, have authority to impose sanctions on a foreman or supervisor for a period determined by the Board, and to fine an Employer for its misconduct. The Joint Board shall further have authority to suspend handlers who commit safety violations for periods of time the Board deems appropriate. The Joint Board may also recommend to the Union that a Shop Steward who fails to police safety violations, or abuses his/her authority, be retrained or removed as a Shop Steward. The Union shall have full authority, however over the status of any Shop Steward. Notice of any disciplinary action shall be immediately sent by the ECA to all employers which are signators with Local 78 and shall also be immediately sent by Local 78 to all its shop stewards.

B. Arbitration

In the event resolution is not reached by the Joint Board within five days of the initial notice of the dispute to the Board, the matter may be submitted for expedited arbitration by either party before Arbitrator Roger Maher or his designee ("Arbitrator").

The Arbitrator shall have authority to hear all matters arising with respect to a given Employer as a consolidated case, and shall convene a hearing on any matter submitted to him promptly. Oral decisions on cases shall be made at the conclusion of the hearing. The Arbitrator shall determine whether a Safety Violation has occurred, and if so, shall impose appropriate fines, penalties, suspensions, modifications of applicable referral ratios, or other sanctions as he deems appropriate. Notices of any decisions by the Arbitrator shall be sent by the ECA, to all employers which are signators with Local 78 and also sent by Local 78 to all its shop stewards.

1. Supervisor Safety Violations

If the Joint Board or Arbitrator orders the suspension of a Supervisor, and an Employer employs the supervisor during the period of his/her suspension, the Union shall have the right without limitation under Article XI of the CBA, to request that handlers not work under the direction of the suspended supervisor for the period of the such suspension.

2. Handler Violations.

In the event the Joint Board or Arbitrator suspends a Handler/Foreman for committing one or more safety violations, the Handler/Foreman shall not be employed by any Employer for the period of time specified by the Joint Board or Arbitrator.

3. Employer Safety Violations.


In the event the Joint Board or Arbitrator finds that an Employer knew of and tolerated, or should reasonably have known of one or more safety violations¹ (collectively a "Knowing Violation"), or in the event an Employer is found to have employed a suspended Supervisor or suspended Handler/Foreman during the period of his/her suspension, the Joint Board or Arbitrator may impose on such Employer an appropriate fine, and/or modify the referral ratio applicable to such Employer under the collective bargaining agreement, for an appropriate period of time.

All fines shall be payable as contributions to the ECA Industry Advancement Fund and shall be used exclusively to promote safe practices in the environmental abatement industry.

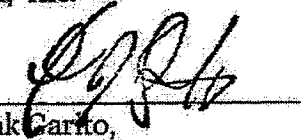
IV. Term

The parties acknowledge this Memorandum Regarding Safety Initiative ("MRSI") may require revision and agree to monitor its effectiveness in improving safety practices on individual job sites and shall reconvene periodically, but not less frequently than once every three months, to consider necessary changes to the MRSI, and practices under it. The MRSI shall be considered an amendment to the 2003-2007 collective bargaining agreement between the ECA and MTDC (the "CBA"), and shall run concurrently with the CBA, except the MRSI shall be subject to termination by either the ECA or MTDC by written notice to the other given during the month of July 2006. Its provisions shall supersede any inconsistent provisions in the CBA.

For The Mason Tenders District Council
Of Greater New York

By: 
Robert Bonanza,
Business Manager

For The Environmental Contractors
Association, Inc.

By: 
Frank Carro,
President

¹ The Joint Board or Arbitrator may, among other things, consider the records under the Program of Supervisors employed by an Employer in evaluating any defense that an Employer did not know of, or could not reasonably have known of, a violation.

Attachment B

Residential Recovery Side Letter

The Mason Tenders District Council of Greater New York on behalf of itself and its constituent Local Number 78 (the "Union"), hereby enters into this side letter agreement with the Employer to modify, to the extent provided below, the terms and conditions of employment of Local 78 represented handlers performing Residential Market Recovery ("RMR") work (as defined below) from those otherwise specified in the agreement them (the "Agreement").

The modifications provided below shall apply only to RMR work. For all work within the scope of Article IV of the Agreement which does not fall within the definition of RMR work provided herein, the unmodified terms of the Agreement shall apply. The terms of employment set forth herein with respect to RMR work shall apply exclusively to such work and in such circumstances shall supersede the otherwise applicable provisions of the Agreement applicable to Local 78 represented handlers to the extent they conflict. All other terms of the Agreement shall be unaffected by this side-letter, as applied to RMR or any other type of Covered Work.

I. Definitions.

- a. "Covered Work" shall be defined as any and all work within the scope of Local 78's jurisdiction under Article IV of the Agreement, including, but not limited, RMR work.
- b. A "Regular Handler" shall be defined as any Local 78 represented journeyworker performing Covered Work who is not a Junior Handler.
- c. An "RMR job" shall be defined as one:
 - i. commencing on or after February 1, 2013,
 - ii. where the end-use of at least 70% of the square footage of the property under abatement will be for residential purposes, and
 - iii. where the property is owned and/or managed by an entity that cumulatively owns and/or manages fewer than 100,000 units of New York residential space.

(work on such a job is referred to below as "RMR work").

- d. "Junior Handlers" shall be defined as all Local 78 represented handlers who:

- i. obtained journeyworker status on or after January 1, 2010;
- ii. as of February 1, 2013, have performed fewer than 1,000 hours of Covered Work; and
- iii. do not during the term of this side letter accumulate an aggregate (including both their prior work as a Regular Handler and work under this side letter as a Junior Handler) of more than 3,999 total hours of Covered Work. Upon accumulating 4,000 hours, Junior Handlers shall be elevated to Regular Handler status (unless they otherwise fail to meet the applicable JATC standards).

II. Residential Market

Recovery Terms. a. Staffing.

certified mail, postage prepaid, sixty days, but not more than ninety days, before the expiration date of this Agreement.

SCHEDULE A

1. Wages

Effective February 1, 2013, wages for Handlers shall be \$35.90 Subject to the Union's right to allocate and/or reallocate set forth in Article VII of the Agreement, wages shall increase by an additional \$.50/hr effective December 1, 2013; and by an additional \$.50/hr effective December 1, 2014. These increments shall be allocated by the Union to either wages or to MTDC Fringe Benefit Funds prior to the effective dates of the increases.

2. Fringe Benefit Fund Contributions

(a) Commencing February 1, 2013, and subject to the Union's right of allocation and reallocation set forth in Article VII of the Agreement, dues check off and Fringe Benefit Fund contributions to the Mason Tender Fringe Benefit Funds shall be made as follows:

1. Pension Fund: \$1.26/hr
2. Welfare Fund: \$9.94/hr
3. Annuity Fund: \$4.30/hr
4. Training Fund: \$0.50/hr
5. GNY LECET Fund: \$0.20/hr
6. New York State Health and Safety Trust Fund: \$.05/hr
7. New York State Laborers Employers Cooperation and Education Trust Fund: \$.05/hr
8. Dues Checkoff: \$2.68/hr
9. MTDC PAC: \$0.20/hr
10. IAF: \$.25

- i. Effective February 1, 2013, only Junior Handlers may be compensated for RMR work at the market recovery rates permitted under this side letter.
- ii. Effective September 1, 2013, except as expressly permitted herein, all work on RMR jobs shall be performed by Junior Handlers (i.e. there shall be no apprentices or Regular Handlers employed on RMR jobs). The preceding notwithstanding, the foreman (and only the foreman) on an RMR job may be a regular Handler employed under the unmodified terms of the Agreement applicable to foremen.
- iii. Commencing September 1, 2013, Junior Handlers shall only perform RMR work.
- iv. Any Employer employing a Junior Handler to perform Covered Work other than as permitted in subparagraphs (i) and (ii) of this subsection, or employing Local 78 represented handlers other than a Junior Handler (or RMR foreman as permitted above) to perform RMR Work, shall be liable to workers registered on the Local 78 Out of Work List for eight hours of wages and fringe benefit contributions at the Regular Handler rates for each day of work a handler is so employed outside his/her permitted area of work. For example, on a three day job in which two workers are impermissibly employed, 48 hours of wages and benefit contributions at the Regular Handler rates shall be due and owing to workers registered on the Local 78 Out of Work List.

b. Notification.

If an Employer fails to provide Local 78 timely notice of an RMR job as required under Article III, Section 2(a) of the Agreement and further plainly state on such notice that it is for an RMR job, the job at issue shall be covered in full by the Agreement unmodified by the terms of this side letter, even if it is an RMR job. Further, upon request of the Union, the Employer shall promptly provide documentation supporting its conclusion that a job, so claimed, is an RMR job.

c. Wages.

Subject to the Union's right to allocate and/or re-allocate as set forth in Article VII of the Agreement, effective February 1, 2013 the wages and Fringe Benefit Fund contributions of Junior Handlers shall be as provided in a wage Schedule, to be referred to as Schedule A2, providing a total package of wages and benefits to be allocated by the Union, which in total shall not exceed \$30/hour (for straight time work).

Additionally, as the contract contains no reference to the New York Plan, we would assert that removal of that provision is more favorable and invoke that as well.

ARTICLE III

Section 2—Request for Handlers

a. Whenever an Employer requires employees to perform work covered by this Agreement on any job, the Employer shall notify the Hiring Hall, either by telephone or in writing (on a form to be supplied by the Union to all signatory Employers), stating the job location and the job start date and start time, and the number and type of employees required.

b. Except as provided below, at the request of an Employer or his agent, the Hiring Hall shall refer to the Employer any individual requested by name who is on the Union's out of work list or any individual who has previously worked for the Employer and is requested by name and is on the Union's out-of-work list and shall provide such individual with a dispatch slip without regard to where such individuals are placed on the out of work list or whether they on the out-of work-list. The preceding notwithstanding, on any job every 10th Handler shall be an apprentice participating in the JATC administered program referred to in Article XIV, Section 1 (an "Apprentice"). The Employer shall further have the option of requesting that the 5th Handler and every 10th Handler thereafter (i.e. the 15th, the 25th and so on) also be an Apprentice.

c. In the event that the Hiring Hall is unable to fill any request for employees within forty-eight (48) hours after the request is made by the Employer, the Employer may employ individuals from any other available source. The Employer shall inform the Union of the name and social security number of any individuals hired from other sources and shall refer the individuals to the Hiring Hall for dispatch to the Employer. In the event the Union is unable to fill any request for Handlers on a timely basis and such request is filled by an alternative source, the Handlers provided by the alternative source shall stay on that job until discharged by the Employer. All future hiring on that job shall be divided by the original 80% - 20% ratio and no hirings or terminations shall be required to rebalance the ratio for the duration of the job.

d. The Employer shall have the absolute right to reject any job applicant or applicants referred by the Union in writing, with the exception of the Shop Steward, who can only be rejected in compliance with the provisions of subsection, 3(b) of this Article. In the event of such rejection, the Union will refer another applicant or applicants to the Employer.

e. In the event that any applicable statute is enacted or any decision rendered by a court or administrative agency having jurisdiction thereof, which statute or decision permits union security or hiring provisions more favorable to the Union than those contained herein, then the parties agree that this Agreement shall be deemed amended so as to give the Union the maximum benefits permitted by such statute or decision.


ARTICLE XVI

Section 1—Life of the Agreement

This Trade Agreement shall become effective and binding upon the parties hereto on the 1st day of February 2013, and remain in effect through November 30, 2015, and shall renew from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify, amend, or terminate this Agreement on its expiration date. Such notice must be given in writing by

DATE: June 30, 2015

TO: ECA Members

FROM: Joyce Nastasi, ECA Executive Director 

SUBJECT: ECA/MASON TENDERS COLLECTIVE BARGAINING AGREEMENT

This is to inform you that on March 3, 2015, we advised the Mason Tenders and Local 78 that we became aware of an independent agreement created by Local 78 for non-ECA members which the ECA Board of Directors believes provides more favorable terms than our CBA. Therefore, instead of re-negotiating a new Collective Bargaining Agreement with the Mason Tenders and Local 12A, we are invoking the more favorable clauses from the independent agreement, in accordance with our CBA, as follows:

- 50 cent raise on December 1, 2015
- 50 cent raise on December 1, 2016
- New expiration date of July 1, 2017

All other terms and conditions of our contract remain the same.

Please use your current wage distribution sheet until December 1st when the 50 cent raise is applied.

If you have any questions, or comments, please do not hesitate to contact me.

MEMORANDUM OF AGREEMENT
between the
MASON TENDERS'DISTRICT COUNCIL
OF GREATER NEW YORK,
LOCAL 12A ABATEMENT OF THE INTERNATIONAL ASSOCIATION OF HEAT
AND FROST INSULATORS AND ASBESTOS WORKERS
and the
ENVIRONMENTAL CONTRACTORS ASSOCIATION, INC.

The Environmental Contractors Association, Inc. (the "ECA"), the Mason Tenders District Council of Greater New York and Long Island (the "MTDC" or the "Union") and Local 12A Abatement of the International Association of Heat And Frost Insulators and Asbestos Workers, have reached agreement on the following modifications of the Residential Side Letter (the "Residential Side Letter") appearing as Attachment B to the 2013-2017 collective bargaining agreement by and between them (the "Agreement"):

1. Effective January 1, 2016, the Residential Side Letter shall be amended as follows:
 1. Change all references in the document from "Regular Handler" to "Tier A Handler" and change all references from "Junior Handler" to "Tier B Handler"
 2. Modify paragraph I.b. to provide "a "Tier A Handler" shall be defined as any Local 78 represented journey worker who is not a Tier B Handler."
 3. Modify paragraph I.c.ii. to change "residential" to "residential and/or hospitality."
 4. Add the following as the last part of paragraph I.c.'s definition of RMR jobs/work: "Provided, however, that a project shall not be considered an RMR job if the Association and Unions mutually agree it is part of the high-end residential or hospitality market-sector to which the application of the market recovery terms of this Side Letter are not warranted."
 5. Modify paragraph I.d. in relevant part to redefine "Tier B Handlers" as Local 78 represented handlers who:
 - "i. were Tier B Handlers as of November 30, 2015 with fewer than 1,000 hours performed of Covered Work. (Tier B Handler who had performed 1,000 or more hours of Covered Work as of that date, shall be re-classified as Tier A Handlers effective January 1, 2016); or

ii. obtain Journey workers status on or after December 1, 2015, other than by graduating from the apprentice program or as otherwise authorized by the JATC (*e.g.* as a result of an organizing drive);

Provided, however, that any Tier B Handler who on or after December 1, 2015 accumulates 5,000 hours of Covered Work shall be elevated to Tier A Handler status (unless they otherwise fail to meet the applicable JATC standards)."

6. Add a paragraph 1.e. that provides: "Commercial Work" shall be defined as Covered Work other than on an RMR job or at an educational, health or other not-for-profit facility."

7. Modify paragraph II.a.iii. to provide that "Tier B Handlers may perform Commercial Work, provided that they at no time constitute in excess of twenty percent (20%) of the handlers employed on any such job. Any Tier B Handler performing work on a job other than an RMR job or Commercial Work shall be compensated at the rate applicable to Tier A Handlers under the terms of the Agreement unmodified by this Residential Side Letter."

8. Modify paragraph II.a.ii. to provide that "When Tier A Handlers perform work on RMR jobs, they may be paid at the rates set forth in paragraph II.c. below. Apprentices may be employed on RMR jobs to the same extent as on other Covered Work."

9. A new paragraph II.a.iv. shall be added providing that: "If any Employer is found on three or more occasions within a calendar year to have exceeded the twenty percent Tier B Handler staffing limit applicable to Commercial Work, the Employer will thereafter be obligated to perform all Covered Work under the terms of the Agreement in form unmodified by the Residential Side Letter."

10. Modify paragraph II.c. to provide:

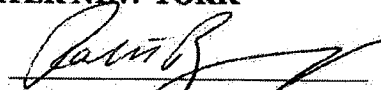
Subject to the Union's right to allocate and/or re-allocate as set forth in Article VII of the Agreement, effective January 1, 2016, the wages and Fringe Benefit Fund contributions of Tier B Handlers shall be \$35.50/hr (\$30 in wages, plus \$5.50 in welfare contributions), and the wages and Fringe Benefit Fund contributions of Tier A Handlers performing work on RMR jobs shall be \$42.18/hr (see attached wage and benefit schedules). Effective December 1, 2016, the total wage and benefit package for all workers employed under this Residential Side Letter shall be increased by \$.50 per hour (except for apprentices

whose increases shall be in an amount to be determined by the Union, not exceed \$.50 per hour).

- II. Without limitation on the Mason Tenders District Council Welfare Fund's authority to establish eligibility rules, the Employers hereby acknowledges that as of January 1, 2016 the Fund has determined that based on the applicable reduced welfare contribution rates, Tier A Handlers performing RMR Work and Tier B Handlers performing Commercial Work, will for each hour worked earn a half-hour of eligibility towards the 700-hour eligibility threshold for welfare coverage.


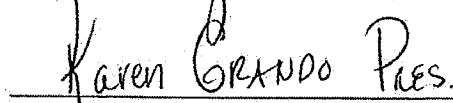
**THE MASON TENDERS'
DISTRICT COUNCIL OF
GREATER NEW YORK**

BY:


Robert Bonanza, Business Manager

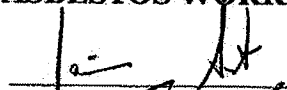
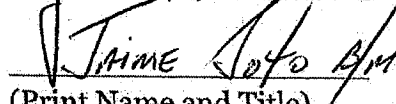
**THE ENVIRONMENTAL
CONTRACTORS
ASSOCIATION, INC.**

BY:



(Print Name and Title)

**LOCAL 12A ABATEMENT OF THE
INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS**

BY:



(Print Name and Title)

RATES TABLE

	TIER A on RMR Job	TIER B
Wage Rate	\$35.00	\$30.00
Total Taxable Income	\$35.00	\$30.00
Dues Check-off	\$2.59	\$2.22
Political Action Committee	\$0.20	\$0.20
Total Deductions	\$2.79	\$2.42
Eca IAP	\$0.00	
Welfare Fund	\$5.72	\$5.50
Pension Fund	\$1.26	
Annuity Fund	\$0	
Training Fund	\$0.00	
Greater New York LECET	\$0.10	
New York State LECET	\$0.05	
New York State Health & Safety	\$0.05	
Total Hourly Fringes & Non-Taxable Contributions	\$7.18	\$5.50
Total Hourly Package	\$42.18	\$35.50



INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ASBESTOS WORKERS LOCAL 12A

All Payment Effective January 1, 2016

WAGES AND BENEFIT RATES

Pursuant to terms of the collective bargaining agreement and
For Guidance forth Wages and Fringes Benefits

**JOURNEYMAN (TIER A) & JUNIORS (TIER B) RATE ONLY APPLY FOR RESIDENTIAL
AGREEMENT**

RESIDENTIAL, HOSPITALITY & COMMERCIAL

TIER (A) JOURNEYMAN RATE

TIER (B) JUNIORS RATE

WAGES RATE FOR TAX CALCULATION -----\$ 35.00 PER HOUR	WAGES RATE FOR TAX CALCULATION -----\$ 30.00 PER HOUR
VACATION CONTRIBUTION OUT WAGES) -----\$ 2.00 PER HOUR	VACATION CONTRIBUTION OUT WAGES) -----\$ 1.00 PER HOUR
DUES DEDUCTION FROM WAGES: -----\$ 3.00 PER HOUR	DUES DEDUCTION FROM WAGES: -----\$ 2.00 PER HOUR
TOTAL DEDUCTIONS FROM WAGE -----\$ 5.00 PER HOUR	TOTAL DEDUCTIONS FROM WAGE -----\$ 3.00 PER HOUR
(FRINGE BENEFITS)	(FRINGE BENEFITS)
HEALTH CONTRIBUTION -----\$3.00 PER HOUR	HEALTH CONTRIBUTION -----\$3.00 PER HOUR
ANNUITY CONTRIBUTION -----\$2.18 PER HOUR	ANNUITY CONTRIBUTION -----\$1.50 PER HOUR
EDUCATION CONTRIBUTION -----\$1.00 PER HOUR	EDUCATION CONTRIBUTION -----\$0.50 PER HOUR
BUILDING FUND CONTRIBUTION -----\$1.00 PER HOUR	BUILDING FUND CONTRIBUTION -----\$0.50 PER HOUR
NEW 2016 TOTAL HOURLY PACKAGE -----\$42.18 PER HOUR	NEW 2016 TOTAL HOURLY PACKAGE -----\$35.50 PER HOUR

**UNION DUES, HEALTH, VACATION, ANNUITY,
EDUCATION TRAINING AND BUILDING FUND**

**PLEASE MAIL TO:
COOK ASSOCIATES
253 West 35 Street 12th Fl.
New York, NY 10001
TEL. 212.505.5050 (EX. 233)**

**LOCAL 12A FOREMAN ADDITIONAL \$ 2.00 PER HOUR
LOCAL 12A RECOMMENDATION FOR SUPERVISORS ADDITIONAL \$ 5.00 PER HOUR ABOVE FOREMAN'S RATE**