

**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 7<sup>th</sup> spot and every 5<sup>th</sup> thereafter, rather than 11<sup>th</sup>, 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.

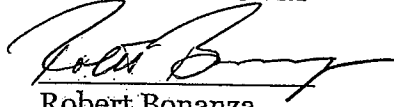
12. Facsimile: For purposes of execution of this Memorandum of Understanding, facsimile signatures shall be treated as originals.

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.

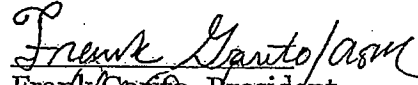
**THE MASON TENDERS  
DISTRICT COUNCIL OF  
GREATER NEW YORK**

BY:

  
Robert Bonanza,  
Business Manager

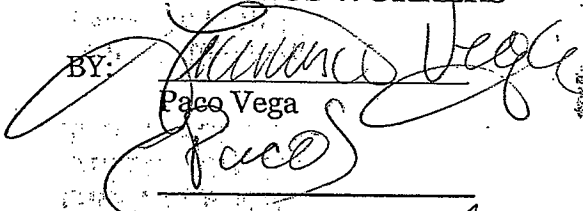
**THE ENVIRONMENTAL  
CONTRACTORS  
ASSOCIATION, INC.**

BY:

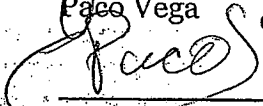
  
Frank Garito, President

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

BY:

  
Paco Vega

Print Title

  
B many Sec Treasur



# 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 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
	<b>Wage Rate</b>	<b>\$29.00</b>	<b>\$22.62</b>	<b>\$23.20</b>	<b>\$24.07</b>
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
<b>Total Hourly Package:</b>	<b>40.10</b>	<b>33.72</b>	<b>34.30</b>	<b>35.17</b>	<b>36.91</b>
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
<b>Total after deductions from wage:</b>	<b>1.75</b>	<b>1.73</b>	<b>1.73</b>	<b>1.73</b>	<b>1.73</b>

April 21, 2008

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

Re: 2007 Negotiations  
KM&M File No. 10410.0015

Dear Mr. Bonanza:

I write to confirm that that the Environmental Contractors Association ("ECA") and the Mason Tenders District Council on behalf of itself and its constituent Local 78 ("Local 78") (the "MTDC"), have agreed that, at the written request of an ECA member, the parties will waive the \$50,000 bond requirement set forth in Article VIII, Section 11 (a) of the contract. The principals of those contractors who do not post a bond, however, will be personally liable to the Mason Tenders District Counsel and its affiliated fringe benefit funds for all delinquent contributions, dues, and MTDC PAC contributions, as well for all associated fees and penalties.

Very truly yours,

Frank Garito

FG/

Agreed to and Accepted:

\_\_\_\_\_  
Robert Bonanza

Date: \_\_\_\_\_

# ECA

## Environmental Contractors Association of New York City

February 22, 2008

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

Mr. Francisco "Paco" Vega  
Business Manager  
Heat & Frost Insulators Local Union 12A  
21-10 Newton Ave  
Astoria, NY 11101

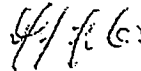
Dear Bobby and Paco:

The Environmental Contractors Association ("ECA") and the Mason Tender's District Council ("MTDC") recently negotiated a collective bargaining agreement effective from December 31, 2007 to November 30, 2012. At the conclusion of our negotiations, certain concerns arose in connection with Article XII, addressing the grievance and arbitration procedures used by the parties to process and resolve their contract disputes. To address those concerns and to clarify certain provisions of the collective bargaining agreement, we mutually agree that:

- Despite the usual four (4) step procedure required by the agreement to process a grievance, each of the three (3) parties to the agreement will, after informal efforts have been made to resolve the dispute, permit either the Union(s) or the Association to take any such grievance directly to arbitration; and
- Neither party will assert that subsection 5 of Article XII, providing for payments to persons on the Union's out-of-work list by an arbitrator to remedy certain violations of the collective bargaining agreement, precludes an arbitrator from making such an award in the event an Employer refuses or neglects to utilize the hiring hall procedures as required Article III, subsection 3.

If the clarifications I have set out above accord with your understanding of the agreements we reached, please indicate your acceptance of them in the space reserved for your signature.

Very truly yours,



Frank Garito

FG/bhh

Agreed to and accepted by:

\_\_\_\_\_  
Robert Bonanza

Agreed to and accepted by:

\_\_\_\_\_  
Paco Vega