

TRADE AGREEMENT

Between

UNITED DERRICKMEN & RIGGERS
ASSOCIATION, LOCAL NO. 197
OF NEW YORK, ALL LONG ISLAND,
WESTCHESTER AND VICINITY

-and-

CONTRACTING STONESETTERS
ASSOCIATION, INC.



JULY 1, 2002 – JUNE 30, 2005

COPY

AGREEMENT, entered into as of the 1st. day of July, 2002, by and between UNITED DERRICKMEN & RIGGERS ASSOCIATION, LOCAL NO. 197 of NEW YORK, ALL LONG ISLAND, WESTCHESTER and VICINITY (hereinafter referred to as the "Union") and CONTRACTING STONESETTERS ASSOCIATION (hereinafter referred to as the "Employer" and/or "Association").

ARTICLE I

Terms of Agreement

SECTION 1. The term of this Agreement shall commence on July 1, 2002 and end on June 30, 2005.

SECTION 2. Either party shall notify the other party in writing, by registered mail, four (4) months before expiration of the Agreement of any changes desired in the Agreement.

SECTION 3. If no new Agreement has been concluded by June 30, 2005, then this Agreement shall be extended for a period of thirty (30) days without stoppage of work by either party and any new Agreement consummated during such period shall be retroactive to July 1, 2005.

ARTICLE II

Jurisdiction and Work Covered

SECTION 1. The Union hereby recognized as the sole bargaining representative of all Derrickmen employed within the jurisdiction of the Union. Derrickmen shall not work for any employer not a party to this Agreement with the Union. The Union agrees that this Agreement shall be the only Agreement signed by Employers not members of the Association. The Employer and Union agree to be bound to and abide by all decisions and awards and procedures of the New York plan for the Settlement of Jurisdictional Disputes of the Building Trades Council of Greater New York and Vicinity.

SECTION 2. This agreement shall apply to the following work, which is hereby recognized as rightfully belonging to the Derrickmen's craft:

a) The placing and operating of all derricks, power equipment and rigging in connection with cut stone, pre-cast stone or concrete, mosaic and rubble, or any substitute for the foregoing on all buildings, structures, bridges and viaducts in the course of construction, alteration, addition or repair.

b) The rigging and erecting of all swinging and temporary scaffolds, for setting, cleaning and pointing of cut stone, pre-

cast stone or concrete, mosaic or rubble, or any substitute for the foregoing, and any rehangng of the same.

c) The handling and rolling of all cut stone, pre-cast stone or concrete mosaic or rubble, or any substitute for the same, that is delivered on the job site.

d) All burning, welding and bolting in connection with the erection of pre-cast concrete and similar material. The Union and the Association acknowledge and agree that the welding machine shall be considered a tool of the trade.

e) The tending to stone setters and all other Derrickmen's duties as part of a setting gang.

f) If a General Contractor provides a multi trade scaffold it will be utilized by Derrickmen, provided the scaffold meets standard safety requirements.

ARTICLE III Wage and Hours

SECTION 1. The hourly rate of wages for Derrickmen shall be as follows:

	Hourly Rate Per Hour	Vacation Pay Per Hour	Gross Hourly Per Hour
From 7/1/02 to 12/31/02	\$35.76	\$7.00	\$42.76
From 1/1/03 to 6/30/03	\$1.29 increase to be decided*		
From 7/1/03 to 12/31/03	\$1.37 increase to be decided*		
From 1/1/04 to 6/30/04	\$1.37 increase to be decided*		
From 7/1/04 to 12/30/04	\$1.68 increase to be decided*		
From 1/1/05 to 6/30/05	\$1.67 increase to be decided*		

*The six month increments provided herein shall end on the Tuesday closest to the end of the month. It is understood and agreed that the total hourly increases due at each six month interval may be reallocated to the existing Funds or such other tax exempt funds by decision of the Union and notice to the

Association at least 30 (thirty) days prior to the date of implementation, provided however that such allocation does not result in a violation of the IRS 25% of compensation rule.

SECTION 2. All overtime pay and payments to funds administered under this Contract shall be paid to journeymen and apprentices at the appropriate overtime rates, as enumerated in subsequent sections. Where personnel hoist is used by Derrickmen one-half (1/2) hour prior to scheduled start time, the full half-hour being payable at the appropriate overtime rate. Work shall start when men reach the work area.

SECTION 3. An Employer may, at his option on any job, utilize a flexible starting time at 7:00 AM to 8:00 AM, with lunch four (4) hours later either 11:00 AM or 11:30 AM, depending on start time. Likewise, quitting time shall be from 2:30 PM to 3:00 PM depending on start time. Employers may only exercise this option on a program basis after giving notice by noon the Tuesday preceding the payroll week.

SECTION 4. Seven (7) hours shall constitute a day's work. If there is a project labor agreement which requires an eight hour day it will be honored by this contract. Employer shall have the option to call for half-hour (1/2) increments for overtime (at the appropriate overtime rate) in the afternoon following scheduled quitting time during lunch period, but not a continuing basis.

SECTION 5. Work performed on Washington's Birthday and Good Friday shall be paid at double time rates. No work shall be performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day and Sunday, except in cases of emergency, certified to by an officer of the Association and a representative of the Union, and such work shall be done at double time rate of pay. All men working on Christmas Eve shall be paid a full day and stop work at the scheduled lunch break.

SECTION 6. If Derrickmen are compelled to stop work for any reason other than weather conditions during the regular work day, they shall be paid four (4) hours pay (minimum). Any Derrickmen hired and sent to a job by an Employer and not started shall receive four (4) hours pay, weather permitting, and if for any reason, guilty party pays. If asked to start for the afternoon, weather permitting, and not started, he shall receive three (3) hours pay.

SECTION 7. When Derrickmen are requested, the time and wages of each Derrickman employed shall begin at the time of employment on the operation.

SECTION 8. Derrickmen shall be paid on the job between 8:00 AM and 3:30 PM (or during the applicable working

hours) on pay days, except that if the weather should prevent work on a pay day, a central pay point may be named by the Employer so as to assure payment of wages by the scheduled lunch break. Derrickmen shall be paid every week on Thursday before quitting time. The amount so paid shall be enclosed in envelopes, one to each employee, with the time and amount in cash marked thereon and with the proper deductions for Social Security, withholding taxes and vacation fund. The employer's name and address shall be printed on the outside of the envelope and on the pay stub. The Association shall certify to the Union a list of active members of said Association and only active Association Employers may pay by check. The dishonoring of any check for any reason shall entitle the Employee so inconvenienced to fourteen (14) hours additional pay and said Employer must then pay by cash only, for a period of at least (1) year, and at the time his case shall be reviewed by the Industry Board to determine whether or not and under what conditions said contractor may resume payment by check. If a Derrickman shall be required to work overtime on a day in which he is laid off, payment for the overtime work may be remitted by association employers within forty eight (48) hours by registered, or certified mail, or by receipted messenger, to the Union Hall. The payroll period shall begin on Wednesday and end of the following Tuesday inclusive. If a contractor's pay period is Monday through Sunday, paychecks will be delivered to the workers no later than quitting time on Wednesday. If a holiday falls on Wednesday the pay day will be on Thursday. Any lay-off within the payroll period shall be paid in cash, except the men laid off by Association Employers may be paid by check and they must be paid at least one hour before scheduled quitting time, otherwise cash. In the event of layoff, Association Employers shall be permitted to mail the stamp entitlement to the Union on the next regular pay day. Replacement men, employed by Association members, may be paid by check, mailed to the Union office and postmarked within seventy-two (72) hours of the last day worked or the next regular pay day, whichever comes first. Noncompliance with this shall require Employer to pay Derrickmen three (3) days additional wages. The Association, by the first day of July every year, shall certify to the Union, a current list of all members, which shall reflect all changes in membership.

SECTION 9. Any Employer failing to comply with the above provision shall be charged with the Derrickmen's time until he is paid, but not in excess of two (2) days pay, provided he remains on the job during working hours.

SECTION 10. Any Derrickman not showing up in the

morning shall notify his Employer at least one hour before scheduled start, but if he cannot be contacted, the Local Union office is to be contacted.

SECTION 11. In the event that employees covered by this Agreement are employed in the following counties they shall receive the following sums above the base wage in lieu of traveling expense. Westchester County - \$0.00 per day; Staten Island - \$10.00 per day; Nassau County - \$10.00 per day; and Suffolk County - \$10.00 per day. All jobs in the above counties shall be manned from 8:00 AM to 3:30 PM (or agreed upon flex time hours) without any other changes

SECTION 12. Notwithstanding anything else in this agreement, there shall be no work after 6:30 PM, without notifying the hall.

SECTION 13. An Employee who does not receive his pay the scheduled quitting time of the date due shall be entitled to two (2) hours additional pay at double time rates. He shall return the next morning and report to the job for two (2) days and be entitled to pay for two (2) days if he stays on the job without receiving his pay for the two (2) days hereinbefore mentioned.

SECTION 14. A Derrickman who leaves an Employer shall be mailed his pay on pay day by certified or registered mail or any receipted overnight messenger to the Union Hall.

SECTION 15. If an Employee is asked to go to another job during the course of a workday, the Employer shall furnish transportation or reimburse his costs.

SECTION 16. The Employer agrees to deduct from the wages of each Employee covered by this Agreement who individually, in writing duly authorizes the Employer to make such deduction for Union Assessments, an amount of one dollar and eighty cents (\$1.80) per hour plus twenty cents (\$0.20) per hour for the Legal Defense Fund. The Union agrees to obtain a written authorization of assessment check-off of every person referred by the Union to the Employer. The original signed authorization cards shall be kept on file at the Offices of the Union, and a copy thereof shall be kept on file at the Offices of the Union of the Association. The pre-purchase of Vouchers shall be utilized for the making of contributions to the various Fringe Benefit Funds provided for in this Agreement. Each Employer shall remain responsible for in this Agreement. Each Employer shall remain in excess of voucher purchases for such purpose. Each Employer shall file the report form furnished for reporting assessment check-off. Neither the Funds nor the Trustees thereof shall have any responsibility for the collection of assessments withheld by Employers hereunder. The transmittal of assessment check-off to

the Fund Office is only a convenience and neither the Funds nor the Trustees hereof shall have any interest or any responsibility with respect thereto. The form of authorization to be signed by each Employee with respect to whom a deduction is to be made shall be approved by counsel for the parties hereto. It is expressly agreed that the authorization furnished under this article shall be of no force and effect and no deductions shall be made by any Employer when there is no collective bargaining agreement in effect to which the Employer and the Union are parties.

It is expressly agreed that the Union assumes full responsibility for the validity and legality of the deductions from the Employee's wages made by each Employer and remitted to the Union pursuant to this article and the Union hereby agrees to indemnify and hold the Employer harmless from all claims, losses, expenses, liabilities and damages to which the Employer at any time may be subject by reason thereof. If any such claim is asserted or threatened against the Employer, the Union and the Employer agree that the Union, at its sole cost and expense, shall undertake the defense of such claim on behalf of the Employer and the Employer shall cooperate with the Union in the defense thereof.

SECTION 17. On off hour work, the Employer shall be permitted the takeover of on-site equipment for use on an off-hour basis, provided the Union is given reasonable advance notice of such work. The number of hours and conditions for such off-hours work shall be the first 7 hours will be paid at time and one half, and double time from there after, unless provided for in a project labor agreement.

SECTION 18. Notwithstanding anything else in this Agreement the first two (2) hours of overtime on weekdays and the first seven (7) hours of overtime on Saturdays shall be paid at time and one-half.

SECTION 19. If Derrickmen cannot go to work due to weather conditions, they shall be paid a travel expense of twenty dollars, provided, however, they show up to job at starting time.

SECTION 20. On jobs employing ten (10) or more Derrickmen, Association Employers will make good faith efforts to arrange check-cashing privileges for Derrickmen with a bank in the vicinity of the job.

SECTION 21. For sitework projects the Employer shall have the option to use two apprentices at 50% rate, who will be the first two Derrickmen on job and the third, if any, will be a Journeyman Derrickman. If rigging is required the first man will be a Journeyman.

ARTICLE IV **Apprentices**

An adequate apprenticeship system for the industry to be jointly administered by the Union and the Association shall be maintained. Wages of apprentices shall be at the following percentages of the journeyman's rates:

- a) 50% for the first six months;
- b) 50% for the second six months;
- c) 70% for the third six months;
- d) 80% for the fourth six months;
- e) 90% for the fifth and sixth months; and

First year apprentices shall receive all fringe benefits provided for in this contract, including vacation pay at a contribution rate equal to 50% of the journeyman's contribution rate. For the remainder of the apprenticeship, fringe benefits shall be paid at a rate of 75% of the Journeyman's contribution rate.

The Union will make a good faith effort to supply apprentices when requested by the Employers. When working with a Journeyman Derrickman an apprentice will fulfill the requirements of a Derrickman under the terms of this contract, performing those tasks that are within the scope of his training and experience.

ARTICLE V **Shop Steward and Foremen**

SECTION 1. A shop steward appointed from the men on the job by the Business Agent of the Union shall be on the job at all times whose right and duty shall be to assure observance of the provisions of this Agreement. The shop steward shall remain on the job until it is completed and together with the foreman, shall be one of the last two (2) men on the job. If the shop steward fails to perform his duties the Business Agency may replace him.

If the Derrickman shop steward fails to perform this job properly, or abuses the power of his office as a shop steward, or hinders the progress of work on the job, the Business Agent will promptly replace this shop steward with another shop steward of his choosing. This new shop steward cannot be laid off without the consent of the Business Agent.

The shop steward shall receive one (1) hour minimum of the maximum of two (2) hours per week for travel to and from the Union Hall with respect to problems in connection with the performance of the terms of this Agreement.

SECTION 2. A Stone Derrickman shall be designated as foreman whenever six (6) or more Derrickmen are on an operation or employed by a firm and shall receive at least \$25.00 per day above the regular scale of wages and shall be paid straight time. The employer has the option to appoint a deputy foreman or foremen at a rate of \$10.00 per day and straight time.

SECTION 2A. All employers shall be required to use a Local 197 derrickman as a foreman provided the manpower is as stated in Section 2.

ARTICLE VI Industry Board

There shall be an Industry Board composed of equal members from the Union and the Association, which Board shall have the power to determine questions arising under this Agreement, including any grievance filed by either party, as well as other industry problems. This Industry Board shall have full power to impose whatever penalty it deems fair and reasonable for enforcement of such decisions in whatever manner it deems advisable, including without limitation, provisions for the entry of judgment in any Court of competent jurisdiction, and for the withdrawal of workers from Employer until such determination of the Industry Board has been complied with by the Employer. Such Board shall convene within ten (10) working days of receipt of written demand of either party to this Agreement. In the event the Board fails to convene within the time period above set forth or is unable to decide the dispute within such period, the dispute shall be promptly submitted for final arbitration to a mutually agreed upon arbitrator, or AAA. There shall be no work stoppage by either party. Said arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this agreement. The cost of the arbitration shall be borne by the losing party.

ARTICLE VII Working and Safety Conditions

SECTION 1. Except as set forth below, a setting gang shall consist of two (2) Derrickmen.

SECTION 2. On all operations where there are four (4) or more men employed, one (1) must be forty (40) or more years of age.

SECTION 3. On all bridges or viaducts where cut-

stone, pre-cast stone or concrete or mosaic is set or unloaded by crane, tackle, chainfalls or pony derrick, and including all stone up to three (3) square feet in area and one and one-half (1 1/2) inches and under in thickness, including random rectangles and natural cleft not to exceed four (4) feet in height from ground level, there shall be at least one (1) Derrickman employed. All violations shall be subject to Industry Board.

SECTION 4. (a) On setting of stone (i) with respect to base course stone, (ii) with respect to paving or flagging, up to the present code required thickness, manpower shall consist of one (1) Derrickman per setting gang. If another man is needed in the setting gang to handle stone or performing rigging it shall be a Derrickman.

(b) On setting of natural stone or cast stone, including slip sills, copings and band course above floor level, the manpower shall be as provided in Section 4a above.*

(c) On setting of stone covered by Sections 4(a) and 4(b), inclusive of all sitework and paving stone, Employer shall have the right to employ, and the Union shall furnish, 50% apprentices.*

(d) On the setting of stone on storefronts, townhouses, houses, apartment buildings and other small handset jobs, manpower shall be as provided in Section 4(a) above. If another man is needed to handle or rig stone, it shall be a Derrickman.*

(e) On setting of stone covered by Section 4(d), Employer shall have the right to employ, and the Union shall furnish, apprentices (any grade) on a one to one ratio with journeymen.*

*Except for sitework which shall be manned as set forth in Article III, Section 21 of this agreement.

SECTION 5. In the setting of stone on a blind wall from suspended scaffold legally permitted only two persons, the setting gang shall consist of one (1) Derrickman on the scaffold. If a third man is permitted and needed, it shall be a Derrickman. For the purpose of this section, a blind wall shall mean an existing building wall or facade preventing direct access for the transfer of material from the floor to the scaffold.

SECTION 6. A rigging gang shall consist for four (4) men and a foreman erecting power derricks and three (3) men erecting hand booms.

SECTION 7. Manpower shall be as follows:

(a) Unloading and setting with crane, one (1) foreman Derrickman and three (3) Derrickmen.

(b) Unloading and setting power derrick, one (1) foreman Derrickman and four (4) Derrickmen.

(c) Unloading and setting with crane or power derrick

above a level of 50 feet shall require one additional Derrickman in the setting gang. This clause shall not apply if the Employer as a contract with another trade to perform such setting work.

(d) Unloading and setting with Cherry Picker eighty-four (105) foot boom or under, three (3) Derrickmen, one (1) of whom shall be a foreman, and is confined to fifty (50) feet in height above grade.

(e) Unloading and setting with Cherry Picker over eighty-four (05) foot boom, one (1) foreman Derrickman and three (3) Derrickmen.

(f) Unloading and setting with hand boom, two (2) Derrickmen.

(g) Unloading, distributing or setting of natural or cast stone using a forklift, Hi-Lo or Lull, two (2) Derrickmen. If another man is needed to handle stone, it shall be a Derrickman.

(h) Loading stone directly into hod hoist using forklift, total of four (4) Derrickmen; two (2) on ground, two (2) on top.

(i) Unloading and sitting with a boom truck by hand or power at ground level only, two (2) Derrickmen.

(j) Assembling and disassembling of crane, one (1) foreman Derrickman and three (3) Derrickmen.

(k) Setting with hand pony, three (3) Derrickmen except when setting on the same level, two (2) Derrickmen.

(l) Association Employers shall have the right, without penalty, to use existing on-site equipment, erected by others, to erect and assemble with Derrickmen, the Employer's erection equipment to make same operable. The foregoing shall apply only to the Employer's first piece of erection equipment (e.g. tower crane, derrick, Chicago boom, etc.) on a particular building or structure. Additional pieces of erection equipment will be considered by the Union on a job-by-job basis, but they shall have the right to use existing equipment to hoist and erect other equipment if first piece erected cannot reach second.

(m) Where a cherry picker is used to assist the tripping of a panel with another piece of equipment, there shall be four (4) Derrickmen in total in the hooking-on operation.

(n) when assembling or disassembling a crane with the assistance of cherry picker, the total manpower requirements for such entire operation shall be one (1) foreman Derrickman and four (4) Derrickmen.

(o) There will be a joint committee, which will meet when requested by either party of the contract, to review changes in the manning of various tasks as may be required when changes occur and adjustments are needed. This committee will consist of six (6) members, three (3) chosen by the Union and three (3)

chosen by the Association with the Union and the Association each having one vote. A majority vote of this committee will change the manning requirements.

SECTION 8. There shall be a bell man and tagline man on all power derricks or cranes or two (2) men hooking on. When unloading by power to the ground, a minimum of three (3) men shall be employed. All above shall perform Derrickmen's duties.

SECTION 9. Hoisting of stone by any method, except to actually set the stone, shall require four (4) Derrickmen, two (2) on the ground and two (2) on top. This shall not prevent a setting gang from hoisting and setting their own stone except when using a hod hoist.

SECTION 10. Every job shall be provided with a box or tool house properly locked, to safeguard the personal property of Derrickmen. When ten (10) men and more are employed on one (1) job, a shanty shall be provided.

SECTION 11. One pair of cement shall be mixed to start the stone setting mechanic at the scheduled start time. Where there is a batch to be made, the Employer will employ a Derrickman as a mortar man.

ARTICLE VIII
Derrickmen's Funds

SECTION 1. There have been or shall be established, each by an Agreement and Declaration of Trust six (6) Funds, that are based upon Employer contributions for the sole benefit of Derrickmen covered by this Agreement: (1) a Welfare Fund, (2) a Pension Fund, (3) an Annuity Fund, (4) a Vacation Fund, (5) an Apprentice Education Fund, and (6) a Supplemental Unemployment Fund. Each such Fund shall be jointly administered by all equal number of Trustees designated by the Union and the Association. All Employers and Derrickmen shall be bound by the rules and regulations adopted by the Trustees of the respective Funds. Full time paid Union officials shall be covered for all benefits by the Funds provided contributions are made to the Funds at the same rate made by other contributing Employers.

SECTION 1A. To provide for delinquencies as follows:
Liquidated Damages 20% of indebtedness
Attorneys Fees 25% of indebtedness
Actual cost of Auditors Fees

Arbitrators Fee
SECTION 2. Effective January 1, 1982, there was

established an Industry Advancement Fund. The Employers have established by an Agreement and/or Declaration of Trust, a Trust Fund (hereinafter referred to as the Promotion Fund) for the mutual benefit of Building Stone Industry contractors who do business in the area. Said Promotion Fund is administered by Employer representatives or trustees appointed by the Association. The Business Agent of the Union shall serve as an observer at all Fund Meetings and proceedings. Each Employer shall make the designated contribution of the Promotion Fund through the pre-purchase of stamps as set forth in this article.

SECTION 3. Employer contributions to each of the aforesaid Funds shall be as follows:

EFFECTIVE

	7/1 2002	1/1 2003	7/1 2003	1/1 2004	7/1 2004	1/1 2005
(a) Union Assessment (deducted from wages)	\$1.80					
(b) L.D.F. (deducted from wages)	\$0.20					
(c) Vacation	\$7.00					
(d) Welfare	\$6.27					
(e) Pension	\$3.45					
(f) Annuity	\$9.00					
(g) Apprentice	\$0.37					
(h) Promotion	\$0.15					
(i) National I.U. Check-Off	\$0.05					
(j) Triple I.	\$0.02					
TOTAL * HOURLY STAMP VALUE						\$26.31

*It is understood and agreed that the total hourly increases due at each six-month interval may be reallocated to the existing Funds

or such other tax exempt funds by decision of the Union and upon notice to the Association of at least thirty (30) days prior to the date of implementation, provided however, that such allocation does not result in a violation of the IRS 25% of compensation rule.

SECTION 4. Employer contributions for all funds shall be through the purchase of prepaid vouchers. The sale and administration of vouchers shall be under the control of the Trustees of the respective Funds. Vouchers shall be enclosed each week in the pay envelope of the respective employee.

SECTION 5. Each Employer shall report wages, hours, and contributions on such forms as the Trustees may require and shall submit the Employer's books and payroll records for audit or inspection at reasonable hours by a representative of the Trustees whenever requested by the Trustees.

SECTION 6. When an employee works for an employer for more than one payroll period without receiving the proper weekly amount of Fringe Benefit voucher and does not report discrepancy to the Union, he shall cease to be eligible for benefits until such time as a complete audit of employer's payroll is made to determine said employer's Fringe Benefit liability and payment in full in vouchers from said employer of received by all employees.

SECTION 7. Members of the Association may pay for vouchers by check all others must pay by certified check, cashier's check or money order.

SECTION 9. Any Employer who does not maintain a permanent office within the jurisdiction of this Agreement or who has not purchased \$10,000 in vouchers within the previous twelve (12) months shall be required to post a bond in the amount of \$10,000 from an acceptable surety company to guarantee the obligations of the Employer under this Article VIII. The Fund office shall not sell vouchers to any Employer failing to post such bond.

ARTICLE IX

Non-Discrimination Clause

It is agreed that there shall be no discrimination against any employee or prospective employee on account of race, creed, color, sex or sexual preference or national origin in violation of law.

ARTICLE X

Workers' Compensation

All Employers signatory to this Agreement shall have Workers Compensation insurance in effect, regardless of the number of Derrickmen employed.

ARTICLE XI
Separability Provision

It is further agreed by and between the parties hereto that if any Federal of State Court or Agency shall at any time decide that any clause or clauses of this Agreement is, or are void, or illegal, such decision shall not invalidate the other portions of this Agreement, but such clause or clauses, shall not invalidate the other portions of this Agreement, but such clause or clauses, shall be stricken out and the remaining portions of this Agreement shall be considered binding. It is further agreed that the parties shall renegotiate any of the provisions of this Agreement which may be declared void or illegal.

ARTICLE XII
Favored Nations Clause

The Union agrees that in the event it enters into any contract with any Employer within the territorial jurisdiction of Local Union #197 which shall provide more favorable terms to such Employers, including rates of pay or conditions of employment than are provided in this Agreement, it will and hereby does authorize the Association to adopt such favorable terms at its option. Upon the exercise of such options by the Association which requires at least ten (10) days written notice thereof to the Union, such more favorable terms and conditions will immediately and automatically become a part of this Agreement.

ARTICLE XIII
Restriction on Subletting

The Employer agrees not sell or assign, subcontract or sublet any work covered by this Agreement to any person, firm or corporation which is not in contractual relationship with the Union.

ARTICLE XIV
Training Requirements

All Stone Derrickmen will be trained under OSHA's Hazard Communications Standard and will also be given a CPR course. The Union shall produce within forty (48) hours of the Employer's request, identification cards certifying to the completion of said training. Derrickmen shall not be entitled to compensation for attending such training courses.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of this day and upon first written above:
UNITED DERRICKMEN & RIGGERS
ASSOCIATION, LOCAL NO. 197 UNION

By: _____
Joseph F. McDonald, Business Agent

By: _____
Edward Grimes, President

By: _____
Recording Secretary

CONTRACTING STONESETTERS ASSOCIATION

By: _____
Patrick Barrett, President

By: _____
Kevin Innis, Secretary / Treasurer

EXECUTIVE BOARD

Carlos Cardona
Robert Eduardo
Ronald Hunt
Carol Rattrey
Martin Sander III

The undersigned Employer has read and hereby agrees to be bound by all provisions of the Trade Agreement between United Derrickmen & Riggers Association, Local No. 197 of New York, all Long Island, Westchester and Vicinity and Contracting Stonesellers Association, Inc., except that the undersigned Employer shall pay wages by cash unless or until qualified by the Union to pay by check. The undersigned Employer further agrees to be bound by any amendment or modification to the Trade Agreement between Local 197 and the Association which occurs during the term of this Agreement and that any such amendments or modifications shall be deemed incorporated herein. If the undersigned Employer fails to notify the Union in writing by certified mail 90 days prior to the expiration of the Contract, the Contract will renew for one (1) year from the expiration date and from year to year thereafter until the required 90 day notice prior to the expiration date is given.

Firm or
Corporate Name: _____

Address: _____

Telephone: _____

Signature: _____

Date: _____

Title of
Person Signing _____
(Must be Principal of Firm or Corporation)

Signature of
Union Representative: _____

Date of
Union Signature: _____