

A G R E E M E N T

Between the

**MOSAIC, TERRAZZO
AND CHEMICAL PRODUCT
DECORATIVE FINISHER MASONS
WORKERS ASSOCIATION
LOCAL NO. 7
OF NEW YORK
NEW JERSEY & VICINITY
INTERNATIONAL UNION OF BRICKLAYERS AND
ALLIED CRAFTWORKERS (BAC)**

and

**MARBLE, TERRAZZO
AND SPECIALTY CONTRACTORS
ASSOCIATION, INC.**

**JULY 1, 2009
to
JUNE 30, 2013**

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AGREEMENT made and entered into as of the 1st day of July, 2009 by and between the MARBLE TERRAZZO AND SPECIALTY CONTRACTORS ASSOCIATION, INC. (hereinafter referred to as the "Association") for itself and its members, hereinafter referred to as the "Employers," and the Mosaic, Terrazzo and Chemical Product Decorative Finisher Masons Workers Association Local No. 7 of New York, New Jersey & Vicinity of the International Union of Bricklayers and allied Craftworkers.
(Hereinafter referred to as the "Union" or Local 7.)

WITNESSETH:

WHEREAS, the parties hereto desire to promote and maintain harmonious relations between the Employers in the Terrazzo and Mosaic Industry and the Employees employed therein, and

WHEREAS, they desire to prevent strikes and lockouts and to facilitate a peaceful adjustment of all grievances, disputes and differences which may arise from time to time between and among them, and

WHEREAS, they desire to establish, maintain and regulate uniform terms, standards and conditions, under which employees covered by this Agreement shall be employed, and

WHEREAS, it is in the interest of all the parties that as many as possible of the Employers in the Mosaic and Terrazzo Industry in the New York, New Jersey & vicinity area operate under and are bound by a common form of contract with Local 7:

NOW, THEREFORE, in consideration of the premises, it is hereby mutually understood and agreed as follows:

ARTICLE I

Definition of Employer

For the purposes of this Agreement the term "Employer" is defined as any individual, firm, company, partnership or corporation engaged in the Mosaic and Terrazzo industry.

An 'Employer' shall maintain a permanent place of business with a business telephone. A "place of business" is defined as an office and/or shop for storing of tools, equipments and materials, which is not in any manner connected with or part of a domestic establishment. Furthermore, it shall be open to the public for business activities during normal business hours and whenever work is being performed within the said place of business by employees within the bargaining unit.

Each Employer stipulates that as a term of this Agreement he possesses adequate facilities and equipment to undertake and expeditiously complete jobs of 5,000 feet or more of flooring or base.

ARTICLE II

Recognition

The Association and Employers signatory hereto recognize the Union as the sole collective bargaining representative of the employees in the bargaining unit covered by this Agreement; and the Union warrants that it is the representative of a majority of the employees in such unit.

Inasmuch as the Union has submitted proof and the Association and Employers are satisfied that the Union represents a majority of the employees in the bargaining unit described herein, the Association and Employers recognize the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive collective bargaining agent for all employees within the bargaining unit, on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative as a result of an NLRB election requested by the employees. The Association and Employers agree that they will not request an NLRB election.

ARTICLE III

Jurisdiction

The jurisdiction of Local 7 extends to New York City, the State of New Jersey, Long Island, and the following counties in New York State: Westchester, Rockland, Putnam, Orange, Sullivan, Dutchess and Ulster. In New Jersey the counties of Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean, and Salem as well as the upstate counties of Sullivan, Dutchess and Ulster will be paid at the South Jersey Rate (see wage schedule).

ARTICLE IV

Description of Work

The work of the Mosaic and Terrazzo Workers consists of the following:

(1) Cutting, splitting and shaping of all Marble, Domestic Glass, Structural and Stained Glass and Enamel, Venetian Enamel, Tile Ceramics and all other kinds of substitute material, natural or manufactured, which may be worked under the same method as Mosaic for the purpose of mounting on paper and applied on the jobs of Art Marble Mosaic, Venetian and Domestic Mosaic, Art Ceramic, Silhouette Mosaic, Cosmati Mosaic, and all other type of work which may be classified as Mosaic or Terrazzo, also the setting of precast terrazzo, and treads, risers, bases and, etc., and to the extent permitted by the collective bargaining agreement between the Association and the United Marble Conference.

(2) All Mosaic work which is to be detached from a wall, floors or ceilings, or any other place for the purpose of resetting in the same or other place.

(3) Casting and/or precasting in any form whatsoever on all jobs of all cement terrazzo, Magnesite and Magnesite Terrazzo, Epoxy Terrazzo, Latex and Latex Terrazzo, Epoxy Resinous Flooring, Broadcast and Trowel Down Terrazzo, Textured Mosaic (Exposed Aggregate Vertical Surfaces), Rustic Terrazzo, all Etching of Terrazzo and all Caulking of Terrazzo, and all other similar materials, for the interior or the exterior of buildings and any other kind of plastic composed of chips of marble, granite, bluestone, glass, enamel, mother of pearl, trap rock, alundum and all other kinds of aggregates when mixed with cement, rubber, magnesite, magnesium-chloride or other binding materials, when used on floors, ceilings, stairs, saddles or any other part of the interior or exterior of buildings or any other structures, not considered part of a building, such as fountains, swimming pools, terraces, etc. The foregoing is intended to include all other substitutes that may be applied under the same method as Terrazzo.

(4) All bedding, scratchcoat or screedcoat, and the preparation, cutting, laying or setting of all metal, wooden, or other kinds of strips for floors, also wood grounds at top of base or wainscot up to 1/2" thick when fastened to a finished wall and forms and the laying and cutting of metal, strip, or lath or other reinforcements, where mosaic and terrazzo is to be applied. This also includes any patching of Terrazzo or Mosaic work.

(5) The finishing of cement floors, where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and trowelled or rolled into the finish and then the surface is ground by grinding machines, shall be under the jurisdiction of and performed by the Terrazzo workers.

(6) The parties recognize that as a result of research and development, new materials and processes are constantly being introduced into the Terrazzo Industry, supplementing and replacing traditional materials and methods. It is, therefore, agreed that all new materials and new processes constituting substitutions for traditional materials and processes in Terrazzo installations, and all phases of the foregoing work, shall be deemed as coming within the provisions of this section.

(7) All work herein described shall be done in strict accordance with the specifications of the National Terrazzo and Mosaic Association, Inc.

(8) All Terrazzo pre-cast less than $\frac{3}{4}$ of an inch falls under the jurisdiction of the Terrazzo workers at the Terrazzo rate of pay. All precast Terrazzo that is $\frac{3}{4}$ of an inch or above is the jurisdiction of the Marble Setter with the exception of Base that is being done in conjunction with the Terrazzo Flooring installation.

Notwithstanding the above, a terrazzo contractor may do any small job, involving six (6) team days or less of precast work. The Terrazzo Employer cannot break a job up into phases in order to satisfy this agreement. A "rule of reason" shall apply to the implementation and enforcement of these changes.

(a) The handling of all materials used for Mosaic and Terrazzo work as specified in Article IV of this Agreement.

(b) Preparing, mixing by hand, or by mixing machine and distributing, with shovel, rake, hoe or pail, all kinds of concrete, flash patching, underlayment, setting bed, and mortar fill foundations necessary for mosaic and terrazzo work, resinous flooring, textured mosaic (exposed aggregate vertical surfaces) rustic terrazzo, all etching of terrazzo and all caulking of terrazzo, latex, magnesite, monolithic, epoxy, and all similar materials and all precast terrazzo work in shops, on jobs, all scratch coat used for mosaic and terrazzo work and substitutes therefore, or any compositions used for such purpose; also the helping with the sand bed, tar paper and wire lath.

The rubbing, grinding, cleaning and finishing of same either by hand or by machine and such other works as listed as Mosaic and Terrazzo Local 7 B.A.C. helpers shall be allowed to assist the mechanics to spread sand bed, lay tar paper and lay wire lath.

The Union will establish a Resinous Finisher category for epoxy seamless flooring that will be eighty (80) percent of the Mechanics Pay. The ratio for this category shall not exceed one (1) finisher to three (3) mechanics.

ARTICLE V

Union Security

(A) It shall be a condition of employment that all present employees of the Employer covered by this Agreement, who are members of the Union on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the eighth (8th) day following the effective date or signing of this Agreement, whichever is later, become and remain members of the Union. It shall also be a condition of employment that all employees hired after the execution of this Agreement, shall, on the eighth (8th) day thereafter become and thereafter remain, members of the Union.

(B) In the event that Congress shall amend or change the applicable law so as to provide for Union Security more favorable to the Union and its members than herein above set forth, then the provisions of such new or amended law, when effective, shall automatically be incorporated herein.

Article VI

Conditions of Employment

A) The Employer shall provide a suitable locker on each job for the workers' clothing and tools.

(B) The Employer shall furnish the Union or its designated representative a Certificate of Compensation as evidence that all workers within the bargaining unit are properly insured for a period of not less than one (1) year.

(C) The Employer shall file with the Union the respective Federal Identification Number.

(D) When employees are working with an epoxy, polyester, or polyurethane, the Employers agree to furnish them with a reasonable amount of suitable protective clothing, cream, mask and proper ventilation. The Employer agrees to furnish employees performing exterior work with rain gear, when necessary.

E) There shall be no discrimination in employment against any employee because of race, creed, age, sex, color, national origin, handicap, marital status, sexual orientation or affection preference, or religious beliefs.

F) In the event the employee furnished by the Union fails to report for work, the Employer may assign anyone, regardless of their Union affiliation or occupation, to work in their stead for the day.

ARTICLE VII

Hours and Wages

(A) Seven (7) hours on each weekday from Monday to Friday, inclusive, shall constitute a day's work: specifically from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m. Thirty-five (35) hours shall constitute a weeks' work.

It shall be an Employer's option, after notifying the Union, to work seven (7) hour or eight (8) hour days at straight time. The seven (7) hour or eight (8) hour day selected must start on the first day of the job and shall continue for the duration of the job.

(B) To provide for a flexible start time, the Employer shall have sole discretion to start the work day at any time between 6:00 am and 9:00 am, provided that employees are given reasonable advance notice of any change in the hours. If a job starts at 7:00 am or earlier, the lunch period shall start between the hours of 11:00 am and 12:00 noon and shall not exceed a half hour. Employees are required to take a lunch period.

(C) Shift work is defined as a workday starting outside of the normal starting times and can be applied to an occupied building only. The union must be notified in advance so that it can verify that the job meets the criteria set forth.

The provisions of this article shall apply to all of the New York Territory and the following counties in New Jersey: Monmouth, Mercer, Middlesex, Somerset, Hunterdon, Union, Essex, Hudson, Bergen, Passaic, Morris, Sussex, Warren.

Shifts starting between the hours of:

(1) 12:01 am. Monday through 12:00 midnight Friday shall be paid at one and one quarter (1 ¼) times the straight time rate of pay for wages and fringe benefit contributions for the duration of the shift.

(2) 12:01 am. Saturday through 12:00 midnight Saturday shall be paid one and one half (1-1/2) times the straight time rate of pay for wages and fringe benefit contributions for the duration of the shift.

(3) 12:01 am Sunday through 12:00 midnight Sunday shall be paid at (2) double time the straight time rate of pay for wages and fringe benefit contributions for the duration of the shift.

(4) Any work that is performed after the normal shift is completed will revert to the normal overtime schedule.

(D) Travel

Travel expenses shall be paid at a rate of \$10.00 per day for remainder of the contract.

Employees working on jobs outside the geographical coverage of this Agreement shall be paid at the rate of \$15.00 per day. Payment of board on such jobs shall be whatever is actually incurred by the employees.

Traveling expenses to and from jobs on which board is paid shall be paid only:

(1) When an employee starts a job;

(2) When an employee completes a job;

(3) When an employee is requested by the Employer to return to such job.

Employees who do not elect to travel to and from a board job each day shall be paid board for any holiday listed in Article X, which occurs while actually boarding away from home during a period where he is working on a job outside the geographical jurisdiction of the local.

Employees on board jobs may work an eight (8) working day, Monday through Friday, at straight time rates, if agreed to by a majority of members working on said board job.

On board jobs that may last for more than five (5) days, upon request of an employee, the Employer shall pay fare and one (1) week's board in advance.

(D) Overtime

When necessary by the Employer, Owner, Architect or Builder deemed on any job, employees may be required to perform overtime work. Work performed outside of the regular hours or on the holidays enumerated in Article X or on Saturdays or Sundays shall be considered overtime. Overtime shall be paid at

the rate of time and one-half (1 ½) for all overtime hours worked from Monday through Saturday. Overtime shall be paid at double the regular straight time hourly rate for all overtime hours worked on Sundays or on the holidays specified in Article X.

ARTICLE VIII
Payment of Wages

There shall be established a uniform work week starting Monday and ending Sunday which shall constitute a pay period.

All workers shall be paid no later than 3:00 p.m. each and every Wednesday on the job site for all work, labor and services rendered during the preceding pay period. Any employee leaving the job prior to 3:30 p.m. shall not be paid for time not worked. If wages are paid in cash they shall be enclosed in a pay envelope indicating the name of the Employer, the name of the employee, the date of the week covered and hours worked, the total amount of wages earned, Social Security and Withholding taxes deducted and all other deductions and expenses, if any, and showing the precise total of the money enclosed. If the worker is laid off, they must be notified one (1) hour before quitting time. The Employer may exercise the option of delivering the paycheck to the job one-half hour before quitting time without penalty.

Employers may pay by check if they receive permission from the Industrial Commissioner, State of New York, under the State Labor Law. The Union's consent may be withdrawn, however, if the Employer breaches any of the provisions of this Article.

Where payments of wages are made by check, the check shall be an "insured" check. All symbols on checks must be properly explained in writing to the employee.

Whenever an employee is paid by check and said check is not accepted promptly by the bank as immediately payable, the Employer responsible thereafter shall pay the said employee, at the employee's regular rate of pay, for each hour of delay incurred in receiving payment, provided that the total amount of payment due does not exceed the equivalent of two (2) days' wages.

Any employee who reports ready to start work when ordered by the Employer and is not allowed to start shall be paid for two (2) hours working time, unless the failure to start is due to conditions beyond the control of the Employer. In the latter event, however, the Employer shall reimburse the employee for traveling expenses, if any.

Any employee who starts to work when ordered by the Employer shall be allowed to put in or be paid for not less than four (4) hours wages, and when allowed to work longer than four (4) hours but less than a full working day, he shall be paid a full day's wages unless the job is stopped because of conditions beyond the control of the Employer.

ARTICLE IX

Check-off/Local Dues

Check-off and Local Dues: The Employer shall deduct from the wages of each employee who has signed a check-off authorization conforming to federal law, and transmit monthly to the Union (or to any agencies designated by said Union for the collection of such money), the sum for each hour paid which the Union has specified, or specifies from time to time and so advises the Employer in writing, as the portion of each employee's Union dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to check-off. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each employee has been paid

ARTICLE X

Holidays

No work shall be performed on the following holidays: New Year's Day, President's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the Friday following, and Christmas Day, except as provided in Article IX hereof.

Holidays falling on a Saturday shall be celebrated on that Saturday. Holidays falling on a Sunday shall be celebrated on the Monday, immediately following.

Neither the Union nor the Employer shall close down a jobsite or declare the day before or after one (1) of the Holidays listed in Article X as an additional holiday or day off without the prior consent of a majority

(51%) of all the Terrazzo workers working on the site on the last working day prior to the additional day or days off.

When Terrazzo Workers are working in locations outside of the jurisdiction of the Union, they must observe holidays in the locality where they are working.

ARTICLE XI

Hiring Help

The Employer is required to notify the Union at all times when in need of Mosaic and Terrazzo workers to permit the Union equal opportunity to furnish competent and qualified employees if available.

This shall not be construed to mean the Employer may not directly hire any member of Local 7.

The Employer may only employ those mechanics who have received full apprenticeship training and, therefore, are deemed qualified mechanics, or any individual who has been qualified as a mechanic after receiving an examination supervised by a committee from Local 7 and the Association.

ARTICLE XII

Apprentices

There shall be a Joint Local 7 Apprenticeship and Training Committee (JATC) consisting of one (1) member designated from each craft Association and one (1) member designated by the Union to administer the Apprenticeship Training Program which shall meet at least semi-annually.

There shall be an Apprentice program maintained by the parties in conformity with federal and state Department of Labor approved standards. The Apprentice program shall run for four (4) years.

This Committee shall be empowered to enforce all rules and regulations concerning apprentices. The rules and regulations governing the working of Local 7 Apprentices shall be as follows:

- (1) All Employers desiring to hire an apprentice shall apply to the JATC.

(2) The JATC shall assign all apprentices to the Employers. There shall be a 1-4 ratio on all jobs or revert to Project Labor Agreement (PLA) requirements.

(3) If an Employer has four (4) or more Journeymen, the Employer may not lay off an apprentice, without approval from the JATC. If the Employer has less than four (4) Journeymen, they may lay off an apprentice. However, for the good of everyone, every effort should be made for an Employer to keep and train an apprentice as long as possible.

(4) If an Employer is not able to keep an apprentice in its employ, the employer must notify the JATC at least two (2) weeks before they wish to terminate the employment, so that the Committee may have the opportunity to try and place the apprentice with another Employer.

(5) The Employer must give the apprentice training on every type of terrazzo work and not have him perform the same type of work consistently merely because the apprentice is proficient at it. If any Employer does not give the apprentice broad and comprehensive training, the JATC may remove the apprentice from the Employer and assign the Apprentice elsewhere.

(6) The apprentice will file a monthly report with the JATC Coordinator of Local No. 7 stating what types of terrazzo work the apprentice has performed for the past month and how much time the apprentice spent on each type of terrazzo work performed.

(7) An apprentice may only work for the Employer to which the JATC assigns them.

(8) The JATC shall have the final say as to whom and to which Employer the apprentice shall be assigned.

(9) Any disputes or deadlock that may arise in the JATC shall be settled by arbitration in accordance with Article XVI of this Agreement.

The Parties agree that the selection of apprentices shall be made without regard to race, color, creed, sex, age, religious beliefs, handicap, marital status, sexual orientation or affection preference, or national origin in accordance with all applicable state and federal laws governing apprenticeship training.

The following is the schedule of wages as expressed in percentages of the prevailing rate of Journeymen's pay which shall be paid to the nearest nickel. The Apprentice rate shall be based on the mechanics rate.

Hours of Experience	Wage Rate
1 – 750 Hours of Work	50% of Terrazzo Mechanic's Rate
751 – 1,500 Hours of Work	55% of Terrazzo Mechanic's Rate
1,501 – 2,250 Hours of Work	60% of Terrazzo Mechanic's Rate
2,251 – 3,000 Hours of Work	65% of Terrazzo Mechanic's Rate
3,001 – 3,750 Hours of Work	70% of Terrazzo Mechanic's Rate

3,751 – 4,500 Hours of Work	75% of Terrazzo Mechanic’s Rate
4,501 – 5,250 Hours of Work	85% of Terrazzo Mechanic’s Rate
5,251 – 6,000 Hours of Work	95% of Terrazzo Mechanic’s Rate
6,001 -	100% of Terrazzo Mechanic’s Rate

Allocation of the wages and fringe benefits will be at the discretion of the Union, provided however, that Employers are not required to make contributions to any benefit funds on behalf of apprentices for their first three (3) months (375 hours) of employment. The total package (wages and fringes) shall not exceed the apprentice’s percentage category.

ARTICLE XIII

Foremen and Shop Stewards

Foreman:

On all jobs on which six (6) or more employees are employed, there shall be a working foreman employee who shall supervise the other employees. The Foreman shall receive twenty five (\$25) dollars per day from the Association Employers and an additional one (1) hour's straight time pay per day from independent employers for their services.

Shop Stewards:

Section 1.

A Shop Steward shall be present on all jobs having two (2) or more Terrazzo Mechanics. For the Association Employers the shop steward will be selected by the union from the current Association Employers workforce. For the Independent Contractors the shop steward will be the second person assigned to the job from the Unions Referral List. The steward shall not be discriminated against for the legitimate performance of his duties.

Section 2.

The duties of the Shop Steward at the jobsite shall be as follows:

- (1) To inspect dues books and receipts for initiation fees and to report to the Local Union if a payment has not been made as required;

(2) To report violations of the working rules or the collective bargaining agreement, unsafe conditions and other jobsite disputes, to the foreperson or the Employer, and to report to the Field Representative if the condition or violation is not promptly corrected, or if the dispute is not promptly resolved;

(3) To assist any injured member in receiving proper and immediate care;

(4) To report to the President any work assignments falling within the recognized trade jurisdiction of this Local made to employees represented by another labor organization.

(5) The Shop Steward shall notify the foreman when lockers are supplied and whether they provide adequate protection for the Terrazzo workers clothing and tools

(6) The Shop Steward shall enforce the conditions of this Agreement and methods of employment herein established. It is their duty to see that no work is performed during the normal lunch period and that no Terrazzo worker continues to work after the end of the normal shift, except as provided by this Agreement.

(7) If the Shop Steward is unable to promptly resolve a problem at the job, the Shop Steward shall contact the Local Union office as soon as possible. The Shop Steward shall not have the authority to order a work stoppage or interruption in the work progress.

(8) The Shop Steward shall perform their duties with the least possible inconvenience to the Employer. The Shop Steward's duty is to work as a Terrazzo worker and shall not use their position as an excuse to avoid the performance of their duties as a Terrazzo worker. The Shop Steward's duty is to look after the interest of the Employer as well as the union. The Shop Steward shall not be laid off without reasonable cause and without prior notification to the Business Manager or their representative.

ARTICLE XIV

Workmen with Financial Interest

No Employer shall knowingly permit any person who is a stockholder or bondholder or who is in any way directly or indirectly financially interested in the Employer's Terrazzo and Mosaic business enterprise, to engage in mechanic, assistant, or finisher work or to work with tools as a mechanic.

Any Employer charged with a violation of this Article before the Joint Trade Arbitration Board or before an arbitrator shall upon request produce relevant books and records for inspection and copying. If any Employer is found to have violated the provisions of this Article or shall refuse to produce such books and records as may be necessary to a determination of the dispute, the employer shall be subject to such sanctions and penalties as in the judgment of the Joint Trade Arbitration Board or arbitrator as may be required and provided for in Article XVI.

ARTICLE XV

Arbitration

Section 1 – Grievance and Arbitration Procedure New language approved by all associations

Disputes, complaints and charges arising out of or in connection with the interpretation and/or application of this Agreement shall be resolved in the following manner:

Step I – Any dispute, complaint or charge arising out of or in connection with the interpretation and/or application of this Agreement must be in writing and served on the Union and/or Employer representatives on a form approved by the parties by certified mail, return receipt requested within thirty (30) days after the dispute arose. All claims that are filed after thirty days shall be considered null and void unless waived by the Joint Trade Board in its sole discretion.

Step II – Within ten (10) business days after receiving notice of the dispute, the representatives of the Union and the Employer shall meet in an effort to resolve the dispute. The party that has filed the grievance has the burden of contacting the opposing party for the purpose of setting up such meeting.

Step III – (a) In the event that the parties cannot reach a satisfactory result of the grievance after fifteen days from the Step II meeting, then the Charging Party shall have the option to send, within fifteen days, a signed, written, demand, charge, or complaint on a form approved by the parties to the Secretary/Treasurer of the Union covering the craft in which the dispute arose. A copy of said demand must also be sent to the Union, or Employer, whichever party did not file the grievance, and if applicable, the individual member. All demands, charges, and complaints, and copies thereof, must be delivered by the Secretary/Treasurer of the Union personally or sent by certified mail, return receipt requested upon the party against whom the grievance is filed.

(b) Unless for good cause shown, a hearing on such demand, complaint, or charge, shall be held no earlier than one (1) calendar week after receipt of such written dispute, charge or complaint. The Joint Trade Board shall proceed to hear and determine all properly noticed and served disputes, charges, complaints, seeking an interpretation and/or application of the terms of the CBA.

Section 2 – The Joint Trade Board

(a) There shall be a Joint Trade Board consisting of two (2) members of the Union and two (2) members of the Association. A quorum shall consist of three (3) members. Each party to the Joint Trade Board, Union and Association, shall have a single unit vote

(b) There shall be one (1) Chairman and one (1) Secretary serving on the Joint Trade Board at all times. One (1) individual from the Union may serve as Secretary or Chairman. One (1) individual from the Association may serve as Secretary or Chairman. In no event may the Secretary and Chairman positions be filled with two (2) individuals from the Union or two (2) individuals from the Association. In no event may one (1) individual serve as both Secretary and Chairman. In 2009, the Chairman position shall be filled by a Union member and the Secretary position will be filled with an Association member. In 2010, and from year to year thereafter, the position of Chairman and Secretary will alternate between a Union representative and an Employer representative.

(c) The Joint Trade Board is empowered to hear and determine any and all disputes, complaints and charges which seek to interpret or apply the provisions of the collective bargaining agreement over which it has jurisdiction brought before it pursuant to the procedures set forth in Section 1 above. The Joint Trade Board is empowered to hear testimony and review records and other evidence necessary to make a determination regarding the underlying dispute, charge, or complaint. The Joint Trade Board is empowered to waive the thirty (30) day limitation of time in which to commence a grievance in its sole discretion.

(d) The Joint Trade Board shall only have the authority and jurisdiction to interpret or apply the terms and conditions of this agreement and impose an appropriate penalty or remedy and shall be prohibited from adding to, subtracting from, or otherwise modifying or changing any term or condition thereof.

(e) Should an accused party fail to appear before the Joint Trade Board, after being summoned by certified mail, without an excuse satisfactory to the Joint Trade Board, the charge, complaint, or demand will be considered as sustained on default.

(f) The unanimous unit decision of the Joint Trade Board shall be final and binding on all parties and may only be subject to enforcement or review in a court of competent jurisdiction pursuant to the applicable laws of the United States or the laws of the particular state in which the grievance arose.

(g) In the event that a charge against an employer is brought before and sustained by the Joint Trade Board, the penalty imposed shall be determined solely by a unanimous unit vote of the Joint Trade Board.

(h) In the event that the Joint Trade Board fails to reach a decision or is deadlocked, that is, there is a split in the unit vote, then the matter shall be submitted within twenty (20) days of the deadlock, in writing, by either party to the American Arbitration Association at its offices in the City of New York for a hearing and decision pursuant to its Labor Arbitration Rules. The award of the Impartial Arbitrator shall be final and binding on all parties. Costs of arbitration shall be borne equally by the parties. Such award shall be confirmed in a court of competent jurisdiction.

(i) An Arbitrator selected to hear and determine any dispute arising under this Agreement shall have authority and jurisdiction only to interpret or apply the terms and conditions of this Agreement and shall be prohibited from adding to, subtracting from, or otherwise modifying or changing any term or condition hereof.

(j) This Article shall not be construed to limit or affect the right of the Benefit Funds to pursue recovery of delinquent contributions in federal court.

Section 3

(A) The funds as a third party beneficiary of this agreement, reserves the right to submit to arbitration any dispute regarding fringe benefit contributions and payroll audit obligations. However, neither this right, nor resort to arbitration over any such dispute, shall be deemed a waiver of the Union's right to resort to any other remedy provided by law, including the right to strike, or the right of the Union or the Funds to seek available remedies in Court. Resort to one (1) remedy at one (1) time shall not be deemed a waiver of the right to resort to others at a future or subsequent time. In the event an arbitration award favorable to the Union or fringe

benefit Funds is rendered regarding delinquent fringe benefit contributions or payroll audit obligations, such decision and award shall contain a directive that the Employer pay damages, including but not limited to interest, back pay, liquidating damages, penalties, arbitration fees per day for arbitration costs and expenses, plus reasonable attorney's fees. In any proceeding to confirm an award of the Joint Trade Board, service may be made by registered or certified mail, return receipt requested within or without the State of New York, as the case may be.

Section 4.

Any Union member or member of any of the Association, who presides on the Joint Trade Board and is directly involved in any case brought before the Joint Trade Board, shall withdraw from the Joint Trade Board until the case is settled and an alternate shall fill the temporary vacancy.

ARTICLE XVI

Good Faith

The Employer Association obligates itself and its members in good faith, to live up to all the provisions of the Agreement, it being understood, however, that the said Employer Association shall in no event be deemed the guarantor or surety of a defaulting member and the failure of any individual member to pay any amount assessed as damages against it under this Agreement shall not be deemed a breach of this Agreement by the Employer Association or by any of its non-defaulting members.

ARTICLE XVII

Fringe Benefit Funds

(A) GENERAL PROVISIONS: Each Employer shall contribute monthly to the Mosaic and Terrazzo Welfare Fund (hereinafter referred to as the "Welfare Fund") and the Mosaic and Terrazzo Pension Fund (hereinafter referred to as the "Pension Fund") the amounts herein set forth. In addition to said amounts, the Union may allocate a portion of its wage increases to the Welfare Fund, Pension Fund, or the other Funds set forth in Paragraph (A) of this Article. Said allocation shall meet the requirements of the Employee Retirement Income Security Act ("ERISA"). Wages as defined in this Article shall include all wages of any type received

by employees in the bargaining unit including wages received by all work performed under the jurisdiction of Local 7. Contributions shall be made for all hours paid for, except those to the Welfare Fund, including overtime hours, but contributions for overtime hours shall be paid for at the straight time hourly rate.

All contributions shall be made at such time and in such a manner as the Trustees require; and the Trustees shall have the authority to have an independent 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 result of an audit ordered by the Trustees of one of the fringe benefit funds, to have been substantially inaccurate in reporting, shall be charged the full costs of such audit.

(B) WELFARE FUND: Each Employer shall contribute monthly to the Welfare Fund, in an amount to be agreed upon by the parties in the manner provided herein, for each hour of employment of employees in the bargaining unit. Said contributions shall be used to provide death, hospitalization, medical, sickness and other similar benefits to eligible employees. The Welfare Fund shall be administered by a Board of Trustees consisting of four (4) Trustees, two (2) from the Employer Association, two (2) from Local 7. The Board of Trustees shall be empowered to and shall adopt such rules and regulations as may be necessary for the proper supervision of the said Fund and such rules and regulations shall be binding on the Employers.

(C) Disability Insurance: Disability Insurance, as required by law, shall be provided by each individual Employer for their employees covered by this Agreement.

(D) PENSION FUND: Each Employer shall contribute monthly to the Pension Fund in the manner provided herein, for each hour of employment of employees in the bargaining unit. Said contributions shall be used to provide pensions and other benefits for the benefit of eligible employees. The Pension Fund shall be supervised by a Board of Trustees consisting of four (4) Trustees, two (2) from the Employer's Association, two (2) from Local No. 7. The Board of Trustees shall be empowered to and shall adopt such rules and regulations as may be necessary for the proper supervision of the said Fund and such rules and regulations shall be binding on the Employers.

(E) SUPPLEMENTARY UNEMPLOYMENT INSURANCE FUND:

In addition to the amounts provided in Paragraph (A) of this Article, each Employer shall contribute monthly to the Welfare Fund for Supplementary Unemployment Insurance Benefits, in the manner provided herein, for each hour of employment of employees in the bargaining unit.

(F) INTERNATIONAL PENSION FUND: The Employer will contribute monthly, the required amount per hour for each hour paid, to each employee in the bargaining unit to the International Pension Fund (overtime hours being treated as if they were straight time hours). In the event the International Pension Fund is terminated or reorganized or is held in default of minimum funding standards and the Pension Benefit Guaranty Corporation (“PBGC”) or any other authority obligates the employers from time to time to either increase their existing collective bargaining contributions to the International Pension Fund, or to make additional contributions thereto then, in that event, the collective bargaining agreement between the parties will be amended effective upon the date the Employers are obligated by the PGBC or another authority to make the increased or additional contributions, to require the employees to bear the burden of paying for the increased cost of the pension fund contributions by reducing the scale of wages paid by the amount equal to the increase or additional contributions determined to be due to the International Pension Fund by the PBGC or another authority.

(G) Vacation Fund: The Association employer shall contribute monthly and the Independent Employer shall contribute weekly to the Mosaic and Terrazzo Vacation Fund the required amount for each hour of employment of covered employees to provide vacation benefits to eligible employees. Payments to the Vacation Fund shall be deducted from each covered employee’s wages after all taxes have been deducted by the Employer and shall be forwarded to the Vacation Fund on every pay day.

The Vacation Fund shall be supervised by a Board of Trustees consisting of four (4) Trustees, two (2) from the Employers' Association, two (2) from Local No. 7. The Board of Trustees shall be empowered to and shall adopt such rules and regulations as may be necessary for the proper supervision of the said Fund and such rules and regulations shall be binding on the Employers.

Vacation Fund contributions shall be accrued to each covered employee's accounts as of December 31st of each year. Vacation benefit checks shall be distributed on or before the 15th day of June of the following year.

(H) PROMOTIONAL FUND: Each Employer shall contribute, monthly, the required amount for each hour of employment to the Terrazzo & Mosaic Promotion Fund to promote the Mosaic and Terrazzo Industry, to encourage and increase the use of Mosaic and Terrazzo and to foster the common interest and general welfare of employees and all those engaged in the Mosaic and Terrazzo Industry.

The Terrazzo & Mosaic Promotion Fund shall be supervised by a Board of Trustees designated by the Employers' Association. The Board of Trustees shall be empowered to and shall adopt such rules and

regulations as may be necessary for the proper supervision of the said Fund. Such rules and regulations shall be binding on the Employer. Local No. 7 shall designate two (2) representatives who may attend meetings of the Fund in an advisory capacity. The Terrazzo & Mosaic Promotion Fund has been created for the purpose of promoting the Mosaic and Terrazzo Industry, encouraging and increasing the use of Mosaic and Terrazzo by architects, owners, general contractors, and the building industry in general, and fostering the interests and general welfare of those engaged in the Mosaic and Terrazzo Industry.

Should any Employer fail to make the required Contributions to the Promotional Fund, the Union shall thereupon have the option to stop all work of such Employer until full payment is made of all contributions due.

(I) ANNUITY FUND: Each Employer shall contribute monthly to the Mosaic and Terrazzo Annuity Fund in the manner and amount provided herein, for each hour for which employees in the bargaining unit are paid. The Annuity Fund shall be administered by a Board of Trustees consisting of four (4) Trustees, two (2) from the Employer's Association, two (2) from Local 7. The Board of Trustees shall be empowered to and shall adopt such rules and regulations as may be necessary for the proper supervision of the said Fund and such rules and regulations shall be binding on the Employees.

(J) FUND: All contributions shall be made at such time and in such a manner as the Trustees require; and the Trustees shall have the authority to have an independent 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 result of an audit ordered by the Trustees of one of the fringe benefit funds, to have been substantially inaccurate in reporting, shall be charged the full costs of such audit.

ARTICLE XVIII

Fringe Benefit Contributions

(A) The Employers shall be required to make contributions in the required amounts into the Fringe Benefits Funds on all hours of work as provided in this Agreement, including any and all hours of work performed in our jurisdiction without limitation.

(B) Contributions shall be made by the Union on behalf of every present and future full-time salaried employee of the Union into the Welfare, Pension, Vacation and Supplementary Unemployment Benefit Funds on the same basis as the employees of the Employers herein, and the said employees of the Union shall, thereupon, be eligible to participate in each of the said Funds according to the plans therein provided. The

obligation of the Employer to make contributions into the Fringe Benefit Funds, as set forth in this Agreement, shall be and is an entire one.

(C) Effective January 1, 2010 payment of all fringe benefit contributions from any signatory Employer shall be tendered through the purchase of contribution receipts via electronic means under the Contribution Receipt System ("CRS") to the Mosaic, Terrazzo and Chemical Product Decorative Finisher Masons Workers Association Local No 7 of New York and New Jersey Benefit Fund Office located at 45-34 Court Square, Long Island City, New York 11101.

(D) Contribution receipts and payments are due no later than the 15th of each month for Employers who are members of the Association (ex. May benefits will be paid no later than June 15th). In the pay period that immediately follows the 15th; the Employer will print out a voucher and enclose it with the employee's paycheck. Contribution Payments and receipts are due on a weekly basis for the Independent Employers. These payments will include all benefits that are owed for the prior pay periods. The Employer will print out a voucher and enclose it with the employee's paycheck on the pay period that follows each week's payment. In the event of a layoff, the Employer may mail the required voucher to the employee at the required payment date.

(E) In the event the Employer fails to purchase contribution receipts in the manner provided for herein, it will be charged the cost to the Funds of having the Administrator's office perform such task for the first (1st) offense; thereafter, a charge of twice the amount of the first offense shall be imposed for the second (2nd) offense; and a charge of three times the amount of the first offense shall be imposed for the third (3rd) offense accordingly. There shall be a minimum charge of \$250.00 for the first offense, \$350.00 for the second offense, and \$500.00 for each offense thereafter.

(F) The defaulting Employer has the right to object to the imposition of said charge by notification to the Joint Trade Board within ten (10) days from the date the fine was imposed upon it.

If contributions are not received in the Fund office by the 15th of the month following the month that the work is performed, the Administrator will send the Employer a letter soon thereafter stating that the Employer must pay within ten (10) days. Interest on the delinquent amount will accrue from the 16th of the month when the contributions were due. The Union is authorized to pull the men off of the job for any Employer that does not remit the required contributions when due. If the Fund Office does not receive the contribution within the ten (10) days allotted, the matter will be turned over to Fund Counsel. Fund Counsel will send a letter stating that if the Fund Office does not receive payment within seven (7) days, a lawsuit will commence and the Employer shall be liable for all costs for collection of payments due, including (A) the unpaid contributions,

(B) interest on the unpaid contributions at 10% per annum, (C) liquidated damages in the amount of twenty percent (20%) of the contribution delinquency, (D) reasonable attorney's fees, and such other costs and penalties as may be assessed by a court as provided under ERISA.

(H) In the event the Union is required to stop the work of any Employer under this paragraph, such Employer shall be required to pay two (2) days regular wages for all employees affected thereby before the Employer is permitted to resume work, any other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collection of payments due together with attorney's fees and such interest charges and liquidated damages as may be assessed by the Trustees. The Employer's liability under this Article shall not be subject to or covered by any grievance or arbitration procedure or to any "no strike" clause which may be provided for or set forth elsewhere in the Agreement.

(I) If there is a bona fide dispute as to whether an Employer has in fact failed to make payment in full of the amount of contributions due from him or as to the amount due, no strike action shall be taken against him until the matter and the extent of his default has been determined by a majority of the Board of Trustees at a duly convened meeting. Nothing in the paragraph, however, shall be deemed to permit an Employer to delay making payment of any portion of the amount of contributions not in dispute beyond the time set forth in Paragraph (D), above; and any default with respect thereto shall be subject to all of the provisions of Paragraph (D), including the withholding of labor from the delinquent Employer as therein provided.

(J) The Union shall notify the President of the Association by letter, fax or email, on the 30th day of each month, of the names of all delinquent contractors against whom action is being taken pursuant to the provisions of Paragraph (D) or (E) of this Article.

(K) An Employer shall not have fulfilled his obligation or obligations unless he shall have made payment of the amounts due to each and all of the said Funds and shall have submitted the reports required as aforesaid. The Union shall not have fulfilled its obligation under the Agreement unless it takes whatever action is appropriate including, at its discretion, withholding of workers from Employers who are delinquent in making payments or submitting reports as hereinabove provided to any one or more of the said Funds.

(L) The Union shall not fail to take action mandated by this Agreement against any Employer so long as the Employer is in default on any one or more of said Funds and notwithstanding that the said Employer may be in compliance with respect to some but not all of the aforesaid Funds. In the event the Union fails to discharge its obligation, as above defined, with respect to any delinquent Employer, it shall constitute a

breach of this Agreement with all other Employers signatory to it, and the said other Employers may thereupon delay making payment of the amounts due by them into any of the said Funds until the Union takes action against the delinquent Employer as above defined or until the said delinquent Employer comes into compliance.

(M) Anything in this Agreement to the contrary notwithstanding, however, the amounts owed by and accruing from any Employer to the respective Funds shall in no way be diminished by the failure of the Union to take action against any delinquent Employer or during the period in which, by these provisions, they may be privileged to delay making payment of the amounts due by them as hereinabove provided.

(N) Failure of signatory Employers to comply with these terms shall constitute a breach of this Agreement by the defaulting Employer, and the Union, on notice, reserves the right to forthwith withdraw its members from jobs of the Employer, or take such other action as it deems necessary, any terms of this Agreement to the contrary notwithstanding.

ARTICLE XIX

Strikes and Lockouts

(A) During the term of this Agreement there shall be no strikes, slowdowns, picketing, stoppage of work or boycotts, except:

(1) The Union retains the right to withdraw its members from the Employer and to resort to any and all legal conduct and activities against any Employer who has failed to abide by a decision of the Trade Board or of an Arbitrator under Article XVI.

(2) It shall not be considered a breach of this Agreement and specifically of this Article if any employee or employees engage in an unauthorized quitting of work, refusal to work, slowdown, picketing, stoppage or boycotts without authorization from the Union. Furthermore, the Union shall not be held responsible for the unauthorized action of any of the employees.

(3) Nothing in this Agreement or in this Article shall be so construed or applied that it shall interfere with the rights of the Union to obey all rulings and mandates of the BAC, and its Executive Board. In the event this results in a sympathetic strike called for which an Employer is not responsible, the Union agrees that all work screeded or with strips in place at the time shall be filled in with Terrazzo topping or covered with Mosaic before leaving the job.

(B) The Association and Employers signatory hereto agree they shall not authorize any lockout of employees unless the Union or its members fail to abide by a majority decision of the Trade Board or any Arbitrator pursuant to Article XVI.

(C) In the event of a breach of the provisions of this Article by either an Employer or the Union, the aggrieved party shall be discharged from the obligation to submit the issue to arbitration and may have such recourse to legal rights and remedies as the circumstances may warrant.

ARTICLE XX

Notification of Union and Union Visitation

Employers shall promptly notify Local No. 7 of all jobs awarded within the jurisdiction of the Union and the type of job involved. The Union agrees to supply the Employers postpaid cards on which to provide this information.

A representative of Local No. 7 shall have the right to visit any job or shop which employs employees in the bargaining unit and while employees are working provided that the representative of Local No. 7 shall in no way interfere with the Employer's business or the conduct of the job.

ARTICLE XXI

Work outside Jurisdiction

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

ARTICLE XXII

Work Preservation

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

(B) All charges of violations of paragraph (A) of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided under Article XVI. As a remedy for violations of this Article, the arbitrator (or arbitration body) provided for in this Agreement is empowered, at the request of the Union, to require an Employer to: (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the affected joint trust funds established under the Agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the Trustees or by law. Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this section, nor does it make the same or other remedies unavailable to the Union for violations of other provisions of the Agreement.

(C) If, as the result of violations of the Article, it is necessary for the Union and/or Trustees or the Joint Trust Funds to institute court action to enforce an award rendered in accordance with paragraph (B) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountant's and attorney's fees incurred by the Union and/or the Fund Trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

ARTICLE XXIII

Most Favorable Employer

Recognizing that the Association is the paramount management authority in the Terrazzo Industry, the Union agrees that it will not offer to or enter into any contract with any non-member of the Association which shall provide for more favorable terms to such Employer, including rates of pay, working conditions or other conditions of employment that are provided in this Agreement.

Nothing herein contained shall be construed as restricting the right of the Union to enter into an agreement with any non Association member employer more favorable to the Union that is provided in this Agreement, except that the wage rates shall in no event, be either more or less than those herein provided.

ARTICLE XXIV

Conflicting Agreements

No By-Laws, resolution or working code, conflicting with this Agreement shall be adopted or enforced during the life of this Agreement without the consent of both parties hereto, and this Article shall be strictly adhered to by both parties.

ARTICLE XXV

Savings Clause

In the event that any provision in this Agreement is deemed to constitute a violation of any law, then and in such event, such provision to the extent and for such time only as it may be in violation, shall be deemed ineffective and unenforceable. The parties reserve the right to renegotiate any of the provisions which may be of no force and effect.

ARTICLE XXVI

Duration

This Agreement, with any amendments thereto, shall continue in full force and effect for a period of four (4) years beginning July 1, 2009 to June 30, 2013 and shall thereafter continue until either the employer or the Union notifies the other party by certified mail, return receipt requested, three (3) months in advance of its intention to terminate the Agreement or modify the terms and conditions herein and specifically states the changes it desires. Otherwise, this Agreement continues in full force on a year to year basis.

Pursuant to Section 8(d) of the National Labor Relations Act, where the Union or the Marble, Terrazzo and Specialty Contractors desire to terminate or modify this Agreement, the party desiring termination or modification of the Agreement must serve written notice by certified mail, return receipt requested, of the proposed termination or modification sixty (60) days prior to the expiration date of this Agreement. The party desiring termination or modification must notify the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days after such notice of the existence of a dispute, and must simultaneously notify the State agency established to mediate and conciliate disputes.

Effective Date: July 1, 2009

The Association binds its affiliates herein now and thereafter during the term of this Agreement. Any Employer, who performs work within the jurisdiction of the Association, must sign in the section referenced below. In addition, all Employers must provide their Federal Identification number as provided under IRS form W-9, "Request for Taxpayer Identification Number and Certification" as annexed hereto.

Marble, Terrazzo and Specialty
Contractors Association Inc:

Local 7

Title: _____

THOMAS LANE

President

Title: _____

CHRISTOPHER GUY

Secretary/Treasurer

For the Independent Employer

(Effective June 8 2009 through June 2, 2013)

The undersigned independent Employer acknowledges that it has read the Agreement between the Marble, Terrazzo and Specialty Contractors Association Inc of Greater New York and New Jersey and the Mosaic, Terrazzo and Chemical Product Workers of the International Union of Bricklayers and Allied Craftsmen, Local Union No. 7 (hereinafter the "Union"). The jurisdiction of this Agreement covers New York City, the State of New Jersey, Long Island, and the following upstate counties in the State of New York: Westchester, Rockland, Putnam, Orange, Sullivan, Dutchess and Ulster as set forth in the foregoing pages of said Collective Bargaining Agreement of which the independent Employer acknowledges it has received. The independent Employer agrees to abide and be absolutely bound by such Agreement or any modifications or amendments that maybe executed between the above parties during the term of said Agreement. The undersigned is affixing their signature in a dual capacity both on behalf of themselves and on behalf of the independent Employer and represents by their signature their authority to bind the firm, the principals and members thereof, as well as themselves.

This Agreement shall be effective for the period July 1, 2009 to July 1, 2013 for the Marble, Terrazzo and Specialty Contractors Association Inc of Greater New York and New Jersey. This Agreement and any amendments hereto shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one (1) party by registered or certified mail, return receipt requested, and received at least three (3) months prior to the expiration of this Agreement, and unless such notice is received within the time herein specified, this Agreement shall continue from year to year thereafter until termination by either party upon ninety (90) days advance written notice.

The Union shall maintain a list of Employer signatories to the collective bargaining agreement and agrees to supply the Associations with a copy of the current list of Employer signatories to the collective bargaining agreement upon signing of the contract and as additional signatories are added.

INDEPENDENT EMPLOYER SIGNATURE PAGE

Date: _____

Employer _____

Federal ID. No: _____

Name and Title: _____

Signature: _____

Corporate Address: _____

Telephone No.:

Fax No.: _____

E-Mail _____

Accepted by: Mosaic, Terrazzo and Chemical Product Decorative Finisher Masons Workers Association
Local No. 7 of New York, New Jersey & Vicinity of the International Union of Bricklayers and Allied
Craftsmen (BAC)

BY: _____

Local Union No.7 Union Representative

Title: _____

SCHEDULE A
WAGE SCHEDULE

SCHEDULE B

STANDARDS OF EXCELLENCE

The purpose of these Standards of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction Employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- Provide a full days work for a full days pay;
- Safely work towards the timely completion of the job;
- Arrive to work on time and work until contractual quitting time;
- Adhere to contractual lunch and break times;
- Promote a drug and alcohol free work site;
- Work in accordance with all applicable safety rules and procedures;
- Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;
- Respect management directives that are safe, reasonable and legitimate;
- Respect the rights of co-workers;
- Respect the property rights of the owner, management and contractors.

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors too safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under these Standards of Excellence. The affiliated unions will expect the following from its signatory contractors:

- Management adherence to the collective bargaining agreements;
- Communication and cooperation with the trade foremen and stewards;
- Efficient, safe and sanitary management of the job site;
- Efficient job scheduling to mitigate and minimize unproductive time;
- Efficient and adequate staffing by properly trained employees by trade;
- Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;

- Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner;
- Promote job site dispute resolution and leadership skills to mitigate such disputes;
- Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in these Standards of Excellence.