

PREAMBLE

This agreement is by and between the Builders Association of Eastern Ohio and Western Pennsylvania, hereinafter called the Employer, and Local No. 8 of the Bricklayers and Allied Craftworkers, Ohio Administrative District, hereinafter called the Union, and is negotiated by the Mahoning, and Trumbull Divisions of the Builders Association on behalf of all members of the Builders Association of Eastern Ohio and Western Pennsylvania.

This agreement shall be binding upon each member of said Divisions and upon each member of the Builders Association, as well as upon the Union and each member thereof, and the Union agrees to insist upon its enforcement with its member working for a contractor or employer who is not a member of the above Divisions nor of the Builders Association of Eastern Ohio and Western Pennsylvania.

The employer and the union sign this agreement both as guarantors of the faithful observance thereof by all of their respective membership, and as the authorized agents of such membership in respect to all the matters set forth in this agreement, and the parties agree that neither will execute any agreement of contract on terms different than contained herein with parties not signatory hereto during the term hereof within the jurisdictional area hereinafter defined.

ARTICLE 1

Term of Agreement

Section 1. This agreement shall take effect on the 1st day of June 2008 and shall remain in effect until May 31, 2012 and shall continue in effect from year to year thereafter from June 1st of each year unless notice is given either by the union or the

Builders Association of eastern Ohio and Western Pennsylvania members and additional parties signatory to this agreement by January 1, 2012.

The notice of withdrawal must be sent Registered Mail to both the union and the Builders Association of Eastern Ohio and Western Pennsylvania.

ARTICLE 2

Jurisdictional Area

Local Union No. 8, Ohio: - This agreement shall be in effect in the following bounded territory: All of Mahoning County, Ohio, Trumbull County, Ohio, and the following townships in Columbiana County, Ohio: Salem, Perry, Fairfield, Center, Elkrun, Middleton and Unity.

ARTICLE 3

Branches of the Trade

Section 1 - This agreement shall cover all branches of I.U. BAC (Bricklayer, Stone Mason, Marble Mason, Mosaic Worker, Terrazzo Worker, Tile Layer, Pointer, Cleaner, Caulker, acoustical Specialist, Chemical Products Worker, Concrete Block Layer, Grinder Polisher, gunite Specialist, Assistant, Insulation Specialist, Manhole Builder, Masonry Maintenance Specialist, Masonry Plant Shopman, Mastic Mechanic, Metal, Plastic & Composition tile Layer, Paving Mason, Plant Masonry Worker, Refractory Specialist and Welder.

Section 2 - BRICK MASONRY - Brick Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

This agreement covers all plastering and concrete work that is awarded to the Bricklayer and Craftworkers International by the arbitration panel under the Construction Industry's Plan for the Settlement of Jurisdictional Disputes.

A. The laying of brick made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial and residential building, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits; including the installation of substitutes for brick such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 7, subsection C.

B. All cutting of joints, pointing, cleaning and cutting of brick walls, fire-proofing, blockarching, terra cotta cutting and setting, the laying and cutting of all tile plaster, mineral-wool, cork blocks and glass masonry, or any substitute for above materials, the laying of all pipe sewers or water mains and the filing of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the preparation and erection of plastic, castables or any refractory materials.

C. Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone and or substitutes sandwiched between masonry units in the interior of the wall.

D. All terra cotta called unit tile in sizes over 6" x 12" regardless of method of installation; all quarry tile over 9" x 9" x 1" in size; split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing same.

E. All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like materials in sizes larger than 6" x 12", regardless of the method of installation. Where the preponderance of material to be installed is of the above size, and when material of lesser sizes is to be used in connection therewith, the bricklayers shall install all such materials. Brick paving comes under bricklayers' trade classification.

F. The Bricklayer shall install all field-applied masonry fasteners necessary to secure masonry and shall include all tools and epoxies that does not require specialized equipment.

Section 3. STONEMASONRY - Stonemasonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying of all rip rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning, as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects and customarily called "stone" in the trade): cutting all shodies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over 10 inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints or reveals,

and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.

B. This is to apply to all work in buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping and curbing or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done. Stonemasons shall have the right to use all tools which they consider necessary in the performance of their work.

C. Cleaning, grouting, pointing and other necessary work to achieve and complete the work under the foregoing categories.

Section 4. ARTIFICIAL MASONRY - Artificial Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The cutting, setting and pointing of cement blocks and all artificial stone or marble, either interior or exterior when set by the usual custom of the stonemason and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all material substituted for the clay or natural stone products, shall be controlled by members of this organization, for which the highest rate of wages shall be demanded.

B. All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size, shall be the work of members of this organization, for which the regular wage scale in the jurisdiction where the work is performed shall be paid.

Section 5. MARBLE MASONRY - Marble Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The carving, cutting and setting of all marble, slate, including slate blackboards, stone, alberene, carrara, sanionyx, vitrolite and similar opaque glass, scgliola, marbleithic, and all artificial, imitation or cast marble of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of building of every description wherever required, including all polish, honed or sand finish; also the cutting and fitting of above materials after they leave mills or shops, as well as all accessories in connection with such work, and the laying of all marble tile, slate tile and terrazzo tile.

Section 6. MARBLE, MOSAIC AND TERRAZZO WORK
- Marble, Mosaic and Terrazzo Work shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The installation of marble, mosaic, venetian enamel and terrazzo; the cutting and assembling of mosaics; the casting of all terrazzo in shops on jobs; all rolling of terrazzo work.

B. All scratch coat on walls and ceilings where mosaic and terrazzo is to be applied shall be done by plasterers, with an allowance of not less than a one-half inch bed to be conceded to mosaic and terrazzo workers.

C. All bedding above concrete floors or walls, the preparation, cutting, laying or setting of metal, composition or wooden strips and grounds and the laying and cutting of metal, strips, lath, or other reinforcement, where used in mosaic and terrazzo work.

D. All cement terrazzo, magnesite terrazzo, Dex-O-Tex terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixtures of plastics

composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz, ceramic colored quartz and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other binding materials when used on walls, floors, ceilings, stairs, saddles or any other part of the interior or exterior of the building and also other work not considered a part of the building such as fountains, swimming pools, etc; also all other substitutes that may take the place of terrazzo work. The terrazzo worker shall have the right to use all tools which are necessary in the performance of his work.

E. Cutting and assembling of art ceramic and glass mosaic comes under the jurisdiction of the mosaic workers and the setting of same shall be done by tile layers.

F. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines, shall come under the jurisdiction of the terrazzo workers. When no additional stone aggregate is added to the finished mixture, even though the surface may be ground, the work shall come under the jurisdiction of the cement finishers.

Section 7. TILE LAYERS' WORK - Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying, cutting or setting of all tile where used for floors, walls, ceiling, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all

concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; the facing, hearth or fireplace of a mantel, or the mantel complete, together with the setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15" x 20" x 2", except quarry tiles larger than 9" x 9" x 1 1/2", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6" x 12" or under, regardless of method of installation quarry tile 9" x 9" x 1 1/2" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing

of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta, and like materials in sizes 6" x 12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

Section 8. POINTING, CAULKING, AND CLEANING - Pointing, caulking and cleaning shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The pointing, caulking and cleaning of all types of masonry, caulking of all window frames encased in masonry on brick, stone or cement structures, including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunite work.

B. The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick or concrete. It shall include all grinding and cutting out, sandblasting and gunite work on same.

C. This is not to be construed as denying the right of the brick or stone mason members to apply themselves at this branch of trade.

Section 9. TERRA TOPP MAPEI

Zodiac Stone	Quartz Surfaces
Caesar Stone	Quartz Surfaces
Sile Stone	Engineered Stone
Cambria	Quartz Surfaces
Tetrastone	Jimesa and Breton
PEP Stone	Stone Veneer Panels

Techno Stone	Reduced Weight
River Stone	Natural Stones
Techni Stone	Quartz and Granite Composite
Retro 2000 Stone	Marble and Quartz Surfaces
Bergamo Stone SRL	Marble and Granite Stones
Autoclaved Aerated Block	

Section 10. SPECIAL CATEGORIES - The International Union shall have the authority to establish additional general or special categories of work jurisdiction as may from time to time be required to identify and maintain the skills coming within the work jurisdiction of the International.

ARTICLE 4

Wage Rates and Fringe Benefit Schedule

Section 1 (Part 1) - The wage scale for all journeyman bricklayers in Local #8 shall be as follows:

Effective **June 1, 2008**, the following schedule of wages and fringes will be in effect for Local #8 until **May 31, 2009**.

Journeyman.....	\$24.55
Foreman.....	26.55
Welfare.....	4.25 plus hours worked*
Pension.....	4.38 plus hours worked*
Int. Union Pension.....	1.50 plus hours worked*
Security Plan.....	2.50 plus hours worked*
C.A.P.....	.14 plus hours worked
Apprenticeship.....	.20 plus hours worked*
Int'l. Masonry Institute.....	.40 plus hours worked*
Building Trades Dues.....	.01 Deduct hours worked*
Union Dues**.....	1.34 Deduct hours worked*
Promotional Fund.....	.10 Deduct hours worked*
Total Package	\$38.32

*Hours on Sundays and Holidays will be paid based on hours paid.

**Union working dues are \$.81/hour worked for all apprentices.

Section 1 (Part 2) – The wage scale for all journeyman bricklayers working on residential construction projects in the jurisdiction of Local #8 shall be as follows:

Effective **June 1, 2008 until May 31, 2012.**

Journeyman.....	\$17.38
Foreman.....	\$19.38
Welfare.....	.465 Plus hours worked*
Pension.....	4.38 Plus hours worked*
C.A.P.....	.14 Plus hours worked*
I.M.I.27 Plus hours worked*
Union Dues.....	.94 Deduct hours worked*
Total Package.....	\$ 26.82

*Hours worked on Sundays and Holidays will be paid based on hours paid.

**Union working dues are \$.70/hour worked for all apprentices.

Section 1 (Part 3)

Effective **June 1, 2008**, the following schedule of wages and fringes will be in effect for refractory and firebrick until **May 31, 2012**

Journeyman.....	\$ 24.55
Foreman.....	\$ 26.55
Welfare.....	4.25 plus hours paid
Pension.....	4.38 plus hours paid
Int'l Union Pension1.....	.50 plus hours paid
Security Plan.....	2.50 plus hours paid
C.A.P.14 plus hours worked
Apprenticeship20 plus hours paid
Int'l Masonry Institute40 plus hours paid

Building Trades Dues..... .01 Deduct hours paid
Union Dues** 1.34 Deduct hours paid

Total Package \$38.32

****Union working dues are \$.81/hour paid for all apprentices.**

Residential construction shall be defined as new construction, maintenance, repair and renovation on a single-family structure in which a person or persons reside up to and including duplexes and condominiums.

Contribution and wages are based on current figures. The total package for Residential construction would be 70% of the commercial package. Residential pension and health and welfare contributions would be equal to the commercial contributions.

The above listed wage-fringe package for Local 8 shall increase according to the following:

Effective June 1, 2009 the wage-fringe package shall increase a total of \$1.08.

Effective June 1, 2010 the wage-fringe package shall increase a total of \$1.10.

Effective June 1, 2011 the wage-fringe package shall increase a total of \$1.13.

Section 3: During the term of this agreement, there shall be established a classification of employee known as improver. An improver is an individual who is not yet qualified to be considered a journeyman bricklayer, yet has attained some skill in the trade. Individuals in this category will receive a rate of pay as agreed upon by the employer, employee and the union following an on-the-job evaluation of skills. The individual will receive increases in his pay based upon his increasing skill level as evaluated and agreed upon by the employer, employee and the union until the individual becomes a journeyman bricklayer. The evaluations will be done at 750-hour increments.

If improvers are working on prevailing wage projects that require the payment of journeyman wages by law, then for that project, the improver shall be paid as journeyman.

Section 4: Payment of wages: Journeymen shall be paid by standard payroll check (verifying hours worked and deductible items) on the established pay day on or before quitting time. For all time employees are kept waiting for their pay, waiting time at single time rate shall be paid. If for any legitimate reason payment cannot be made in person, the employer should forward via mail a check for amount of wages due. Said mail should be postmarked within 24 hours of 4:30 PM payday. Should a job be completed before 4:30 PM; Bricklayers employed on said job shall be paid full time. Should Bricklayers be paid off after 12:30 and before 4:30, he shall be paid a full day's wages. In the event of bad weather, the journeymen and apprentices shall be paid by 10:00 A.M. on the established payday. The maximum penalty will be 8 hours of straight time pay if the Journeyman or Apprentice has to wait for their pay.

When bricklayer or apprentice is laid off he shall receive cash or check without delay, no later than 3:30 P.M. and he shall be given one hour to get his tools and clothes and leave to report to

the Union Hall. It is further agreed that any member laid off before lunch shall receive four (4) hours wages. Any member laid off after lunch shall receive a full day's wages.

In lieu of the above payment of wage procedures, with the agreement of the employee, the employer may elect to pay employees by direct deposit of payroll to the employees account. When a bricklayer is laid off, he shall receive immediate payment.

Contractors reserve the right to withhold not more than three (3) working days pay in any one week's pay.

Section 5: Foreman: When there are three (3) or more Bricklayers on a job, one shall act as foreman and shall receive a minimum of \$2.00 above the Journeyman rate of wages.

When the second foreman is added the first foreman will receive 10% above the rate per hour. The second foreman shall receive \$2.00 above the journeyman rate.

All orders to the bricklayers must come from the bricklayer's foreman. It shall be the duty of every foreman or general foreman to work in conjunction with the stewards on the job. No foreman or general foreman shall use abusive or profane language with his men.

Foremen shall be practical mechanics in the branch of trade over which they exercise supervision.

Foremen have the authority to hire, discharge and exercise similar supervisory functions and are recognized as the exclusive representatives of management.

Section 6: Saw man: On all fire brick the saw man shall remain at the saw and not be changed during the turn and

he shall receive \$0.25 per hour above the established scale.

On all other work (excluding firebrick work) the bricklayer operating the masonry table saw or raggle saw shall be paid \$0.25 above the established scale for the time operating the saw.

In order to reduce the silica exposure, the following guidelines shall be followed:

1. The masonry table saw shall be placed in a designated area by mutual agreement of foreman and steward.

2. When the raggle saw is used on the scaffolding, it shall be used in a designated area by mutual agreement of foreman and steward.

3. Wet cutting methods shall be used whenever possible.

4. If dry cutting, the saw man shall be rotated.

In order to protect the health and safety of employees against the ill-effects of silicosis and other respiratory diseases, the employers will abide by all OSHA regulations.

Contractors shall supply all aprons, gloves, goggles, face guards and respirators as required by Federal or State Safety laws. The above items issued to the saw man are his responsibility and he shall exercise reasonable care to prevent loss or damage.

Section 7: Hazardous Work: Part 1. Bricklayers or apprentices employed on any of the following jobs or working with any of the following materials shall be paid .25 cents per hour over prevailing scale of wages. Acid brick, carbon (black) blocks, or carbon (black) brick, grinding, ramtite (with a gun), R.B.I. gun, Vitrabond in acid tanks, any residuous cement, or

working with any hazardous or excessively dirty material or under excessively dirty conditions. On gunite work a spell man shall be provided, regardless of the number of hoses used.

When mechanical grinders are used, employees shall leave that part of the job until the operation is completed. Grinding crews will consist of two (2) men each to spell the other.

Part 2. No bricklayer or apprentice is permitted to work any place that is injurious to his health either from gas or heat without a reasonable rest period to regain his working ability. On stoves and furnaces, electric gas detecting devices will be required.

Part 3. When a man other than the foreman is continuously employed at laying out he shall receive .25 cents per hour above scale. Laying out shall consist of no more than two (2) courses. If a man is employed at laying out for two (2) hours he shall receive four (4) hours pay at the layout rate. If he is employed four (4) hours laying out he shall receive six (6) hours pay at the layout rate. If he is employed for six (6) hours at laying out he shall receive eight (8) hours pay at the layout rate.

Part 4. When any unit over forty (40) pounds is to be laid, two (2) men are to be used on each unit while laying. There shall be two (2) men employed when any 12" unit is laid above four courses.

Part 5. Any bricklayer or apprentice working in trenches more than two (2) courses deep shall not stand on top of his work and there shall be 18 inches standing room alongside the wall, unless the architect specifies in the plans and specifications for the subject job, conditions that make the foregoing impossible.

Part 6. As a safety measure it is agreed that where electric powered or hand operated equipment is used in the setting or

laying of any of the materials mentioned in Article 3, all handling, rigging, hooking, landing and all signaling shall be done by bricklayers and/or stone masons.

Part 7. Any bricklayer or apprentice working on any of the following type scaffolds shall receive .25 cents per hour above the journeyman rate of wages. Spiders, two-strand swing, boatswains chair to ladder jacks. This shall apply to all work except cleaning and tuck-pointing.

Part 8. Whenever bricklayers or apprentices are required to work on stacks, silos, towers or elevators shafts without 20-foot solid safety scaffold, the following rates shall be paid:

- Up to 30 ft. above average ground level scale
- 30 ft. to 50 ft. - .25 cents per hour above scale
- 50 ft. to 75 ft. - .50 cents per hour above scale
- 75 ft. to 100 ft. - .75 cents per hour above scale
- Over 100 ft. - \$1.00 per hour above scale

Part 9. All manhole and sewer work will be paid .25 cents over the regular rate per hour.

ARTICLE 5

Steward

Section 1. There shall be a steward on each job at all times during the working hours, who shall assist in the coordination of efforts in behalf of the best interest of all concerned. He shall be the only authorized on-the-job representative of the union and there shall be no discrimination against him because of his activities in behalf of the union. He shall have the privilege during working hours of checking any and all men doing bricklayers and stonemasons work and the material on the job to be used. He shall conscientiously attempt at all times to eliminate any

infraction of this agreement. He shall report any infraction of this agreement, City, State, or Federal laws that may come to his attention. He shall take the proper action to avoid jurisdictional disputes. It is further agreed that the job steward shall always be included among those working overtime and he shall remain steward until the job is completed, provided bricklayers are working. Stewards shall be given preference of employment and overtime as long as there is work available which he is capable of doing. He shall not be discharged without prior notice to the union.

Section 2. When a bricklayer or an apprentice is injured on a job, the steward shall take charge of the bricklayer or apprentice and see that he is given first aid, and if seriously injured, taken to the hospital or his home. The steward shall make a complete report to the employer and the union of the accident. The steward shall see that the bricklayers or apprentice's tools, clothing or car are made safe or returned to the injured bricklayer's or apprentice's home. The steward's wages shall be paid by the employer for all time lost when complying with this paragraph at his regular hourly rate.

A man injured on the job during working hours shall be paid for the time it takes to go to a doctor. If his injuries are of such nature that he cannot report back on the job, he shall receive his full day's pay.

Section 3. It shall be lawful for the steward or business agent to examine the pay envelopes or check before such has been given to the bricklayers or apprentices are receiving the full scale of wages. The steward is to be informed four (4) hours prior to the layoff of any bricklayer.

Section 4. The steward on all jobs shall be appointed by the union at the commencement of the job and he shall be a competent mechanic.

Section 5. When eight (8) or more bricklayers or apprentices are employed on any job, the steward shall be allowed one (1) hour at the regular hourly rate, at 3:30 P.M. on Friday to report to the Business Agent at the local office of Local No. 8. The steward shall make his report twice (2) a month on Friday at 3:30 pm.

If the steward is not fulfilling his duties, he may be removed by mutual agreement of the contractor and the union business agent.

Section 6. All contractors employing bricklayers in Locals No. 8 jurisdiction shall be required to keep one local man as steward on the job at all times and will be expected to employ a majority over 50% local employees when available.

Section 7. It is the steward's duty to see that all scaffolds and staging are built according to the State or Federal Scaffold and Construction Code, and any steward failing to see that the scaffolds are built safety, or not reporting any accident in detail, shall be fined as the union deems proper. The steward shall represent the union on all matters relating to safety.

Section 8. The steward on the job shall call the time for starting and quitting work unless there is a special signal provided for this purpose. In all such cases he shall see that the signal is given at the correct time.

ARTICLE 6

Fire Brick

Section 1. Refer to Article 4 Section 6 - Parts 1 & 2.

Section 2. All coke oven walls 18" thick or over must be saddled by two bricklayers. Provisions for adequate scaffolding

shall be made so that the lead man does not have to climb over the wall to work on the opposite side of the wall.

Section 3. Members working on carbon (black) materials shall be furnished hot water and detergent for cleaning up and there shall be fuel oil and/or water to clean clay or hi-temp from tools. Twenty (20) minutes clean-up time shall be allowed at lunch and quitting time each day.

Section 4. In all blast furnace repairs where coke burden is still in furnace, on all stove repairs, and on all stoves being built on a unit in operation whether new or repair where the only escape is down the well or up a ladder, where it is possible a steel plate shall be placed to seal the valve opening into hot main, chimney valves and any other outlet to unit in operation or unit must be completely cut loose from hot main.

Every man in stove or place of work (pipe, blast furnaces, or any other place where gas may be present), shall have an OSHA approved mask or respirator at his disposal. The use of this mask shall be thoroughly explained to him and tested at the start of each turn by a competent person.

Section 5. Scaffold high in a blast furnace shall not be more than one tram course above three feet. A solid scaffold must be installed every six feet in blast furnaces. A bench or foot scaffold must be a minimum of four (4) feet in width. Back-up face work shall not be let down more than one (1) course or three (3) inches.

No bricklayer is to stand on the wall to lay brick.

Two fire extinguishers must be on each wooden or swing scaffold in furnaces.

All scaffolds in stoves shall be no higher than 42 inches.

Section 6. Part 1. Employers will be provided all goggles, respirators, hard hats and any other safety equipment necessary as required by Federal or State Laws.

Part 2. Bricklayers shall supervise all mixing and do all backing of all refractory mixtures such as luminite and insulating material of any kind that substitute for brick work. Bricklayers shall install all refractory mixtures.

Part 3. When electrical grinding stones or carborundum grinding stones are used on refractories, bricklayers shall leave that part of the job until the operations are completed, and respirators recommended by the Federal or State safety laws are furnished by the company to the men during the grinding.

Section 7. On all refractory work over 5 days the contractor shall be responsible for the sharpening of tools used on this work and the contractor shall also furnish 3 carboloy hammer tips installed or pay \$30.00 clothing allowance to each bricklayer or apprentice employed on the job.

Section 8. A ten (10) minute period for cleaning up shall be allowed at the end of a day's work when employed on firebrick work.

Section 9. When special tools are required by job specifications they are to be furnished by the contractor and returned to the contractor upon request.

Section 10. (Part 1) When bricklayers are employed on hot work, one Hundred (100) degrees and over, the contractor shall provide counter fatigue aids which shall meet the standards prescribed by the state medical board, shall provide proper gloves and protective materials to safeguard bricklayers when handling hot work, shall supply wooden shoes or facsimile when working

on heated surfaces, and contractors will be responsible for tools, shoes and clothes of bricklayers, which they burn in performance of their duties on said work. Bricklayers must spell each other on hot work.

(Part 2) Four hundred (400) degrees or over shall constitute excessive hot work, and rate of pay shall be double time and above conditions shall also apply to excessive hot work.

ARTICLE 7
Overtime, Holidays and Shift Work
Local 8

Section 1. Eight hours shall constitute a day's work(except as provided for in Section 4). The regular hours of work to be between Monday at 8:00 A.M. to 4:30 P.M. to and including Friday(Saturday as provided in Section 3) at 4:30 P.M. Men are to leave the tool shanty at 8:00 A.M. and to be back in the tool shanty by 12:00 noon and to leave at 12:30 and be back in the tool shanty by 4:30 P.M.

Regular work day shall be 8:00 A.M. to 4:30 P.M. Lunch period shall be 12:00 noon to 12:30 P.M. Starting time may be varied to other than 8:00 A.M. if mutually agreed between the Business Representatives and the employer. If starting time is earlier than 8:00 A.M. premium time will start after 8 hours work. If the majority of the crafts involved in an early start situation agree to start early, the early start shall apply to all crafts involved.

Section 2. Overtime: Time and one-half (1 ½) the employee's regular rate of pay shall be paid for all work performed between 8:00 A.M. Monday through 4:30 P.M. Saturday except for the regular hours of work as defined in Article 10, Section 1, and shift work as defined in Section 3, below. Double (2) the employee's regular rate of pay shall be paid for all work performed

between 4:30 P.M. Saturday and 8:00 A.M. Monday, on all holidays, and anytime work is performed after eight (8) hours of time and one-half (1 °) pay. All overtime on NEW Firebrick will be double (2) the employee's regular rate of pay.

The union Business representative has to be notified when over time is to be worked.

Section 3. Saturday Make-Up: Saturday will be worked as a make-up day, if any time is lost during the week due to inclement weather. Straight time will be paid up to a total of forty (40) hours worked. Any hours worked past eight (8) hours in one (1) day shall be paid at one and one-half (1 °) times the regular rate of pay up to ten (10) hours. Any hours worked past ten (10) hours in one day shall be at two (2) times the regular rate of pay. If any other trade working is signatory with the masonry crew employer and receives one and one-half (1 °) times pay for make-up day, the masonry crew will receive the same one and one-half (1 °) times rate.

The on-site employer representative shall notify the Local Union office by Friday 2:00 p.m. before any Saturday make-up day is worked. If a contractor abuses the Saturday make-up day, the contractor will not be permitted to work a Saturday make-up day on any of their jobs until a full arbitration board hearing is held. There shall be no punitive action taken by the employer against any employee refusing to work a Saturday make-up day. The men working on the job during the regular work week will be given preference to work the Saturday make-up day. A Saturday make-up day does not include any refractory masons or firebrick work.

Section 4. 10 Hour Day: A contractor may use a ten (10) hour day, four (4) day week, Monday through Thursday schedule, with Friday as a make-up day. When using the ten (10) hour day

work week, all hours worked in excess of ten (10) hours in a day shall be paid at the one and one-half (1 ½) times the rate of wages.

When the four (4) ten (10) hour work week is in effect, the standard workday shall be established consecutive ten (10) hour periods between the hours of 6:00 a.m. and 6:00 p.m. exclusive of the thirty (30) minute lunch period. There will be a paid fifteen (15) minute coffee break after 8 hours. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the employer's control, then Friday will automatically be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer and the Union will be advised of the starting time. If any other trade working is signatory with the masonry crew employer and receives one and one-half (1 ½) times pay for make-up day, the masonry crew will receive the same one and one-half (1 ½) times rate.

The on-site employer representative shall notify the Local Union office on Thursday by 2:00 p.m. before any Friday make-up day is worked. If a contractor abuses the Friday make-up day, the contractor will not be permitted to work a Friday make-up on any of their jobs until a full arbitration board hearing is held. There shall be no punitive action taken against any employee for refusing to work a Friday make-up day. A Friday make-up day does not include any refractory masons or firebrick work.

Section 5. Holidays: The recognized holidays in this agreement shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas. Holidays falling on Sunday will be observed on Monday. All holidays shall start at midnight and end at midnight, including the full twenty-four (24) hour period of the date being nationally observed as a holiday.

Section 6. Shift Work: If work is to be carried on in shifts the following work schedule and rates and wages shall apply:

Start	Lunch	Quit	Wk. Hrs.	Pay T. Rt.
1 st Shift			8 Hrs.	
8 A.M.	° hour	4 P.M.	7 ° hours	Reg. Rate
2 nd Shift			8 Hrs. + \$.75	
4 P.M.	° hour	12 Mid.	7 ° hours	Reg. Rate
3 rd Shift			8 Hrs. + \$1.00	
12 Mid.	° hour	8 A.M.	7 ° hours	Reg. Rate

Above schedule pertains to work performed between Monday 8:00 A.M. and Saturday 8:00 A.M. Saturdays from 8:00 A.M. to 4:30 P.M. shall be time and one-half (1 °) and from 4:30 P.M. Saturday until 8:00 A.M. Monday shall be double time.

Section 7. When for reasons beyond the control of the Contractor, it is impossible to work a crew in the daytime; namely, work on occupied stores, hotels, office buildings, banks, etc., the employer shall use either 2nd or 3rd shift rates, depending on the time of day the work is to be done.

ARTICLE 8

Travel Expense

When bricklayers are required to travel beyond the jurisdictional limits of the union, then reasonable allowance for travel expense shall be mutually agreed upon by the employer and the bricklayer.

ARTICLE 9
Traveling Contractors

When the employer has any work specified in Article 3 of this Agreement to be performed outside of the area covered by this Agreement, but inside the area covered by the Ohio Administrative District Council or in West Virginia or Pennsylvania, the Employer agrees to abide by the full terms and conditions of the Agreement in effect in the jobsite area.

ARTICLE 10
Working Conditions

Section 1. The employer is to furnish a suitable room or waterproof shanty on all jobs, employing five (5) bricklayers or apprentices for ten (10) days or more, for the exclusive use of bricklayers and apprentices, to be used for the purpose of keeping their tools and clothes in, to be kept clean at all times, and the steward to be furnished with a key and in case of fire or theft of the tools or clothing of the employees placed in the shanty, the employers shall be held responsible for such loss, which shall not exceed \$300.00 for tools and clothing per man. Each shanty or room must be properly heated from October to May and a light must be furnished when necessary. Tool sheds must not be located without consultation and agreement with the steward of the job.

Section 2. Where excessive or abnormal cutting of masonry is required on certain types of work, the contractor shall be responsible for the sharpening of tools used on this work.

Section 3. It is agreed that employees shall not lose any time building or stocking scaffold or lose any time for any equipment breakdowns of any nature. If the equipment breakdown occurs before noon, the bricklayer or apprentice shall receive four (4)

hours' pay. If the equipment breakdown occurs after noon, the bricklayer or apprentice shall receive eight (8) hours' pay.

Section 4. Contractors shall keep on the job at all times, individual sanitary drinking cups with water drawn from a covered dispenser. Temperature of the water must be kept to suit the bricklayer steward, and he must see that this is strictly enforced.

Section 5. All jobs must have proper toilet facilities. This is state law.

Section 6. Reporting Provision - No member shall remain on the job after 10:30 A.M. Men reporting for work, and due to inclement weather are not put to work after 1 ° hours will receive \$25. If men are sent home before 1 ° hours, they will receive \$25.

If men are put to work after waiting 1 1/2 hour, they shall be paid \$25 plus all time worked thereafter. If work has been curtailed because of inclement weather, men must be notified no later than 7 A.M. on the morning of curtailment. This Section 7 is to be effective from April 1 through November 30 of each calendar year for the length of this contract.

Section 7. The maximum amount of time lost due to intermittent inclement weather will be thirty (30) minutes in any working day after starting time has been determined, unless the job is called off for the remainder of the working day. When work stoppage is due to inclement weather Bricklayers and apprentices are to be paid full hour or half hour as the case may be.

Any bricklayer or apprentice who is called and reports for work and for whom work is provided shall receive not less than four hour's pay. If more than four (4) hours are worked in any one day, he shall receive not less than a full day's pay. This paragraph does not apply when a layoff results from inclement weather.

Section 8. All contractors shall furnish solid footing in basement before masonry starts, when working conditions warrant. The necessary sanitary conveniences, properly secluded, shall be provided for the men on all work.

Section 9. No bricklayer shall be sent on the line until the lead man, or corner man has a lead of not less than two (2) feet in height, except where not permitted by Architect or specifications.

Section 10. All stock on any masonry work shall not be higher than four (4) feet (approximately) from the bricklayer's standing point.

Section 11. The employer shall, insofar as is practical, equalize among the employees time lost as a result of temporary curtailment of work caused by weather conditions or other such causes. Every effort shall be made to employ the greatest number of bricklayers possible on an alphabetical daily rotation basis. The foreman and steward shall make up a list of names of the bricklayers on the job in alphabetical order. Any bricklayer hired after the original list has been made up and in operation shall be added to the end of the list of the day hired. Everyone with the exception of the foreman and steward shall rotate. This paragraph shall not be construed as applying to layoff or rehire.

Section 12. Coffee Breaks: The steward is to determine the time of the break. Coffee breaks are permitted at the workstation. If it is not possible to be taken at the work station the foreman and steward shall agree to other arrangements. If they are unable to agree the Builders Association and the Business agent shall be notified. Coffee break shall not exceed ten minutes per shift.

Section 13. On any job that has been set up on a regularly scheduled overtime basis, there will be a paid 15-minute coffee break after 8 hours on a schedule 10-hour shift. On any work

scheduled over 10 hours, there will be a paid one half (1/2) hour lunch. The foregoing shall not apply to casual or emergency overtime unless such casual or emergency exceeds two (2) hours, in which case there shall be a paid lunch period as provided above.

Section 14. Any masonry wall 16" thick or over finished or struck on both sides shall have scaffolding on both sides.

Section 15. Termination and Termination Notice: The employer reserves the right to terminate any employee for just cause. Should the union take exception to the termination of the arbitration process would be put into effect. If employees are terminated for other than lack of work the steward or business agent shall be notified and the reason given on the termination notice. Termination notice will be given upon request.

Section 16. Brass Pick-Up - If job conditions warrant a system of accounting for employees starting and leaving the premises may be put into effect if the contractor and/or owner requires the same.

Section 17. Enforcement of contract terms by both parties will be observed. Strict adherence to payment of hourly wages to journeymen and apprentices in accordance with classification and eligibility.

Section 18. When bricklayers are not permitted to park their cars within the adjacent area of the job, they shall be permitted sufficient time to be at the gate and/or off the job site by quitting time.

ARTICLE 11

Safety and Health Regulations

Section 1. All employers of bricklayers shall abide by all

rules regarding the scaffold laws and a safety code laid down by the State and Federal Laws and no bricklayer shall work for any contractor who does not comply, and the Business Agent shall remove all bricklayers from any job that is not complying with said laws.

ARTICLE 12

Safety Provision

The employer has the primary responsibility for maintaining safe conditions on the jobsite, and developing and enforcing safety rules and safe working practices. The union will cooperate in achieving job safety, and will so instruct its stewards and members.

If an employee or union member feels that an unsafe condition exists on the job, he shall report it immediately to his steward, who shall notify the foreman, who if he concurs, shall take steps to correct the condition. If the foreman does not concur, the foreman shall take up the matter, with the steward and/or the employer in attempt to resolve any differences. If the matter cannot be resolved it may be referred to the grievance procedure.

Section 2. In the mixing of mortars for firebrick, adequate measures of dust control shall be provided to protect masons from dust.

ARTICLE 13

Substance Abuse Policy

I. POLICY STATEMENT: The Parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. Bricklayers Local 8 and Signatory Contractors have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free,

alcohol free, safe, healthy work environment for all of its members. All tests are for the sole purpose of drug and alcohol screening and cannot be used for any other screening or identifying medical information about the member.

II. DEFINITIONS.

a.) Company Premises: The term “Company Premises” as used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.

b.) Prohibited Substances: Prohibited substances include illegal drugs (including controlled substances, abuse of prescribed drugs, look-alike drugs and designer drugs) and alcoholic beverages in the possession of or being used by a member on the job.

c.) Member: Individuals who perform work for a signatory contractor, are personnel who hold membership in the International Union of Bricklayers and Allied Craftworkers.

d.) Accident: Any event resulting in injury to a person or damage to property to which a member contributed as a direct or indirect cause.

e.) Incident: An event, which has all the attributes of an accident, except that no harm was caused to person or property.

f.) Reasonable Cause: Reasonable cause shall be defined as excessive absenteeism or tardiness, slurred speech, alcohol smell and erratic behavior such as noticeable imbalance, incoherence and disorientation.

g.) Return to duty: Testing required to re-enter the program after positive test and proper procedural steps have been taken. Test is taken at the expense of the member.

h.) Re-analyze: A challenge of a positive test can be requested by the member. Split sample of the original test can be examined by a certified laboratory of the member’s choice. If the re-analysis confirms the positive test, the member must pay for the analysis.

If the re-analysis reverses the result, the contractor will absorb the cost.

i.) Computer Generated Selection Testing (CGST): Third party administrator will select participant to be tested quarterly through a computer generated selection process.

j.) CGST Testing Pool: All member employees will be subject to quarterly CGST selection.

k.) Split Sample: Sample taken at the collection site will be separated into two samples. Both samples will be appropriately marked with the member's identification number.

l.) Positive Drug/Alcohol Test: A test at or above the cut-off limits within the established guidelines developed by the U.S. Department of Health and Human Services, at or above the cut-off level established for alcohol, one that is tampered with in any way (adulterated specimen) or a refusal to test.

m.) Adulterated Specimen: A urine screening, which has been, tampered with to cover the true results.

n.) Collection Facility/Site: Approved location where participants can provide a specimen for testing.

o.) Negative Drug/Alcohol Test: A test acceptable for employment.

p.) Substance Abuse and Mental Health Service Administration: SAMHSA.

q.) Gas Chromatography/Mass Spectrometry: GC/MS.

r.) Medical Review Officer: MRO

s.) Under the Influence of a Prohibited Substance: "Under the influence of a prohibited substance" as used by the policy means the following:

1. Alcohol – Positive result based on: Breathe alcohol level of .04 or above.

2. Other Prohibited Substances – Positive results based on the following thresholds for urine split sample testing.

a) Marijuana – 50 ng/ml initial screen and 15 mg/ml confirmatory test

b) Cocaine – 300 ng/ml initial screen and 150 ng/ml confirmatory test

c) Opiates – 2000 ~~ng~~ ^{ng}/ml initial screen and 2000 confirmatory test

- c) Opiates – 2000 ng/ml initial screen and 2000 confirmatory test
- a) Phencyclidine – 25 ng/ml initial screen and 25 confirmatory test
- b) Amphetamines – 1000 ng/ml initial screen and 500 confirmatory test
- c) Barbiturates – 300 ng/ml initial screen and 200 confirmatory test
- d) Benzodiazepines – 300 ng/ml initial screen and 300 confirmatory test
- e) Methadone – 300 ng/ml initial screen and 300 confirmatory test
- f) Methaqualone – 300 ng/ml initial screen and 300 confirmatory test
- g) Propoxyphene – 300 ng/ml initial screen and 300 confirmatory test
- k) Levels for other prohibited substances shall be in accord with accepted GC/MS quantitative procedures as recommended by the SAMSHA-certified testing lab.

III. DRUG/ALCOHOL TESTING. The parties to this policy and program agree that under certain circumstances, it will be necessary to conduct drug and alcohol testing. Testing and any educational training programs required by the employer will be done on company time. It will be necessary to require testing under the following conditions:

a) A drug and alcohol test required by a customer may be administered to all members working at the project site. No action will be taken under this program if a positive test results from more stringent requirements of a customer.

b) A test may be administered in the event a trained supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job or has violated this drug policy. During the

process of establishing reasonable cause for testing, the member has the right to request his onsite union representative to be present. If onsite representation is not available, all effort will be made to contact representation from the member's union.

c) Testing may be required if a member is involved in a workplace accident/incident.

d) CGST Testing – Selection of members for CGST drug and alcohol testing will be conducted through the use of a CGST number generator or other neutral selection process. Employees will be selected for testing by a third party agency. Third Party Administrator will test a maximum of 25% of the member employees annually by CGST.

e) Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse. Members returning to work after successfully completing a rehabilitation program will be subject to up to four drug/alcohol tests without prior notice or as may be recommended by the testing medical health professional during the first twelve (12) months after returning to work. A positive test will result in disciplinary action.

f) A negative drug test from an accredited lab must be presented by the member to the employer in order to return to duty. The member is responsible for the return to duty test. Each member to be tested will be required to sign a consent and chain of custody form, ensuring proper documentation and accuracy.

Drug testing will be conducted by an independent Substance Abuse and Mental Health Services Administration (SAMSHA) certified laboratory. The primary testing will consist of urine test for drugs and breath test for alcohol. Blood tests will only be used for post accident testing if an individual is unable to submit to a urine or breath test. In the case of a positive test result, the member shall have the opportunity to contest the result by having an appropriate portion of the split sample retested at a SAMSHA – certified laboratory selected by the member.

IV. Testing Procedures

1. All samples for testing will be taken by appropriately qualified personnel.

2. To the greatest extent possible, the privacy of the employee will be preserved while the sample(s) to be tested are taken. However, some precautions will help to ensure that pure specimens are obtained.

3. Initial testing of a urine sample shall use an immunoassay. All samples identified as positive shall be confirmed by gas chromatography/mass spectrometry (GC/MS).

4. Reports shall be made in writing and sent to the designated employer representative. In the case of urine testing, only those specimens that showed positive results on both the initial screening and the confirmatory test shall be reported as positive, pending MRO review and verification. The completed chain of custody form shall accompany any positive report, and copies of analytical reports shall be available to the member.

5. Samples shall be properly stored at all times. All reported as positive will be stored frozen for at least 365 days. If the employer or member requests, the sample shall be stored for a longer period.

6. All handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

V. CONFIDENTIALITY

a.) All parties to this policy and program have only the interests of members in mind. Therefore, encourage any member with a substance abuse problem to come forward and voluntarily accept assistance in dealing with the illness. A rehabilitation program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company also will take action to ensure that your illness is handled in a confidential manner.

b.) All actions taken under this policy and program will be strictly confidential and disclosed only to those with a "need to know".

IV. RULES – DISCIPLINARY ACTIONS

1. Rules. All members must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Members shall not:

a) Use, possess, dispense or receive prohibited substances on or at the job site; or

b) Report to work while under the influence of a prohibited substance.

2. Discipline. When there is a reasonable cause to believe a member is under the influence of a prohibited substance, for reasons of safety, the member shall be suspended until test results are available. If no test results are received after three (3) working days, the member, if available, shall be returned to work with back pay. If the test results prove negative, the member shall be reinstated with back pay. In other cases:

a.) Each employee will be required to sign a consent and chain of custody form, ensuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, employment by the Company will be terminated.

b.) No employee shall refuse to submit to a pre-employment, post-accident, reasonable suspicion and/or random or follow-up test. Refusal will result in termination.

c.) If the employee fails to comply with or complete the requirements of the rehabilitation program, or fails any post rehabilitation or subsequent drug or alcohol test, the employee will be terminated.

d.) Any employee attempting to manipulate the drug/alcohol testing process, such as trying to adulterate, modify or substitute a specimen, will be discharged. The use of masking agents is prohibited and will result in termination.

e.) Any employee testing positive for drugs/alcohol, employment by the company will be terminated.

V. EDUCATION

All employees will take part in the two (2) hour initial training, prior to program implementation or within four weeks of hire on the policy, the disease model for alcohol and drugs, signs and symptoms of substance use/abuse and the effects of commonly used drugs in the workplace. Additionally, all employees require two-hour annual refresher training.

All supervisors will receive an initial four hours of informational, problem recognition, policy administration and skill building training, and will be included in the two-hour employee training. New supervisors will receive at least two (2) hours of initial training within six (6) weeks of promotion or hire into the position and prior to being involved in testing responsibilities. All supervisors will then receive two hours of supervisor refresher/update training and participate in the two-hour employee annual refresher training.

All education training as specified above will be done on company time.

VI. REHABILITATION

Members are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If a member voluntarily notifies supervision that he or she may have a substance abuse problem, the company and/or union will assist in locating a suitable rehabilitation program for treatment, and will counsel the member regarding medical benefits available under the company or union health and welfare insurance program. The medical benefits available are subject to the Health & Welfare requirements and/or conditions in the Summary Plan Description.

If treatment necessitates time away from work, the company shall provide the member an unpaid leave of absence for the purposes of participating in an agreed upon treatment program. A member who successfully completes a rehabilitation program and provides a negative substance abuse test shall be reinstated to his/her former employment status, if work for which he/she is qualified is available.

VII. NOTIFICATION

This policy will go into effect one month after its announcement to current members.

All aspects of this policy will be subject to the arbitration provision contained in the Collective Bargaining Agreement between the Builders Association of Eastern Ohio and Western Pennsylvania and Bricklayers Local No. 8. Drug and Alcohol Testing may only be performed on members in accordance with this policy and consent form.

EXHIBIT A

CONSENT – FOR ALCOHOL AND DRUG TESTS

I, _____ hereby consent and agree to give specimens of my body fluids (*) at a medical facility designated by _____ for transmittal and testing by an approved testing laboratory.

It is my understanding that body fluids (*) specimens will be tested to detect the presence of alcohol and/or drugs in my body.

I agree and consent to provide specimens of my body fluid (as listed below) for testing to discover the presence of alcohol and/or drugs.

- Initial Testing
- Up to and including 25% Computer Generated Testing
- Pre-employment / New Hire
- Reasonable Cause
- Workplace Accident / Incident
- Follow-Up / Rehabilitation

It is agreed that upon request I will be furnished result of tests performed on my body fluids (*) specimen by the testing laboratory. The testing laboratory is only authorized to confirm to The Designated Employer Representative.

(*) Body fluids tests will normally utilize urine specimens, breath and/or blood. Tests which entail the withdrawal of blood by a qualified medical person may be exercised in situations involving an injury / accident where I am rendered unconscious and unable to provide a urine specimen or breath test and I agree and consent to such a test under those circumstances.

I acknowledge that I have read, understand and have received a copy of The Program. Furthermore, I understand that refusal to submit to the alcohol and drug-screening test will constitute voluntary withdrawal of my application for employment; if employed, refusal to submit to such testing will be considered a positive test and will result in the appropriate level of disciplinary action as specified by the Policy.

Witness Signature

Signature

Date

ARTICLE 14

Emergency Conditions

Section 1. Should there be an alarming shortage of work, this Joint Committee shall meet and endeavor to work out an equitable distribution of this work.

There are specific jobs within the scope of this contract for which all of the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to by the parties during negotiations. On jobs where non-union competition is involved, the union will meet with the association to discuss possible methods of making signatory contractors competitive.

ARTICLE 15

Employer Recognition and Security

Section 1. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the Masonry Contracting Industry. Therefore, an employer who contracts for masonry work is a person, firm or corporation that:

1. Employs at least one journeyman bricklayer.
2. Has a properly listed business telephone.
3. Maintains a suitable financial status to meet payroll requirements.
4. Maintains proper books of accounts and records incident to the conduct of business.
5. Complies with all State and Federal Laws and statutes, pertaining to Workmen's Compensation, Unemployment Compensation, Withholding Tax, Social Security Acts and all other such laws, state and federal, relative to the proper conduct of a business organization.

6. Maintains public liability insurance.

7. Signs three copies of the current agreement between the Builders Association of Eastern Ohio and Western Pennsylvania and Local No. 8 of the Bricklayers and Allied Craftsmen and complies with all requirements therein.

8. A surety bond as determined from the schedule below shall be posted by the contractor or sub-contractor to ensure the members payroll, including all fringe benefits and other negotiated contributions. All contractors must stay current with their bonding requirements. Any contractors not posting a bond shall cause the Union to withdraw its members.

A. One to four Employees - \$25,000

B. Five to Eight Employees - \$50,000

C. Nine or more post statewide agreement bond - \$100,000

An employer desiring to start work before furnishing such a bond may make a \$400.00 per man cash deposit or certified check with the Bricklayers Local having jurisdiction, for a period of seven (7) days. After such deposit the employer may employ union members. Then, thereafter, the surety bond must be posted before work may continue. Any such deposit shall be refunded to the employer, upon presentation of surety bond or upon completion of the work, provided all obligations with respect to the payroll and fringe benefits had been paid.

In lieu of the above-mentioned schedule of bond requirements, an employer may elect to post one fifteen thousand (\$15,000.00) statewide bond.

An employer not bound by signatory organizations to this agreement shall appear before the Joint Wage and Arbitration Board for the purpose of submitting evidence of compliance with the above qualifications and for the purpose of signing the agreement.

ARTICLE 16

Union Recognition and Security

Section 1. An authorized representative of the union shall be allowed the courtesy of visiting any job under construction in the jurisdiction. Badge or any other means or identification shall be furnished by the Business Agent of the union.

Section 2. If any employer, by a violation of this agreement, causes a bricklayer to lose time, he shall pay the employee for time so lost.

Section 3. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the union on the effective date of this agreement shall continue their membership in the union in good standing for the duration of this agreement. All employees who are not members of the union and all persons who hereafter become employees shall become members of the union on the eighth (8th) day following the effective date of the agreement, whichever is later, and shall remain a member of the union to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the union, whenever employed under and for the duration of this agreement.

Section 4. One owner, stockholder or partner of a signatory employer who is a member of the Bricklayers and Allied Craftworkers International Union, who performs bargaining unit work, may be exempt from fringe benefit contributions on his own behalf if he chooses, provided the following condition is met:

1. The company notifies the union in writing of the owner's name that is exempt from fringe benefits.

If the company designates an owner as being exempt from fringe benefit contributions, this designation is permanent for the life of the contract. If contributions are not made on an owner, that individual is not entitled to any benefit from any of the funds for the period of time in which contributions are not made.

ARTICLE 17

Arbitration

Section 1. Grievances or disputes of the employer or the union, arising out of the interpretation, application or enforcement of this agreement, shall be settled between the employer directly involved and the authorized representative of the union, if possible. An employer may have a representative of the Builders Association present to act as his agent in any joint discussion pertaining to the matter.

Section 2. Grievances or disputes not settled as provided in Section 1 shall be submitted in writing within 30 calendar days following the event giving rise to the grievance, or, if the occurrence was not ascertainable, within 30 calendar days of the first knowledge of the event.

Section 3. The Joint Arbitration Board shall consist of three (3) members appointed by the Builders Association and three (3) members appointed by the union, which will comprise of a six (6) member Joint Arbitration Board.

Section 4. Any four (4) members in attendance shall constitute a quorum, provided either side has at least two (2) members present. Each side of the Joint Arbitration Board shall cast an equal number of votes. The Joint Arbitration Board shall select a chairman and a secretary from the members of the Joint Arbitration Board. The chairman and the secretary shall conduct the meetings of the Joint Arbitration Board in a fair and objective manner. The secretary is responsible for the recording and safekeeping of the minutes for all of the Joint Arbitration Board meetings in a fair and objective manner.

Section 5. In the event that a grievance or dispute does arise and is then brought to the board's attention, the board shall be called into session within 48 hours (exclusive of Saturdays, Sundays and Holidays) of the call or notification. If management fails to hold the meeting within forty-eight (48) hours after the request, the union may remove the men from the job. There shall be no stoppage of work during arbitration.

Section 6. Decisions of the Joint Arbitration Board shall be in writing and shall be final and binding on both parties to this agreement.

Section 7. In the event the Joint Arbitration Board fails to reach a decision within two (2) days the grievance or dispute shall be submitted to an Arbitration Panel to be formed as follows:

One (1) member shall be selected by management, one (1) member shall be selected by labor and these two members so selected shall appoint an impartial third member. If either party fails to name its representative to the Arbitration Panel within twenty four (24) hours after written request to do so, the party making such request may name such representative for the other party. If the two representatives cannot agree on the impartial third member within twenty four (24) hours after written request by either party for such designated, the Federal Mediation & Conciliation Service shall be requested to name the third member.

Section 8. The Arbitration Panel shall convene promptly, shall give both parties opportunity to present evidence and argument, and shall render a decision as soon as practicable.

Section 9. All decisions rendered by a majority of the Arbitration Panel shall be in writing and shall be final and binding on the employer, the association, the union, and all employees concerned.

Section 10. All expenses incurred by either the Joint Arbitration Board or the Arbitration Panel or both shall be shared equally by the parties concerned.

Section 11. Pending consideration by the Joint Arbitration Board or the Arbitration Panel as provided in the foregoing, it is expressly understood and agreed that there shall be no strikes or lockouts or stoppage of work of any kind ordered or permitted against any of the parties to this agreement.

Section 12. For the mutual benefit of all concerned and to preserve the useful function of these procedures for those cases where it is most needed, all parties who may have a grievance or dispute are urged to make every diligent and reasonable effort possible to resolve the grievance or dispute without the use of the Joint Arbitration Board or the Arbitration Panel.

Section 13. It is expressly understood that neither the Joint Arbitration Board or the Arbitration Panel shall be empowered to conduct negotiations for a new agreement, make changes in the wage scale or make any determinations or decisions of any nature pertaining to jurisdictional disputes.

ARTICLE 18

Health and Welfare Fund

The Builders Association of Eastern Ohio and Western Pennsylvania, the Western Reserve Building Trade Council and the Trumbull county Building Trades Council, for and on behalf of their respective members, division, chapters and/or associations and on behalf of all employers and employees otherwise subject hereto, hereby adopt and agree to a Health and Welfare Program as set forth hereinafter.

All parties hereto agree to, shall be subject to and bound by, the Mahoning and Trumbull County Building Trades Welfare Fund Agreement and Declaration of Trust of June 23, 1952, as amended May 1, 1960 and April 18, 1961, and as the same may be further amended pursuant to the provisions therein, which Agreement and Declaration of Trust is by reference incorporated herein.

Each individual contractor and employer subject hereto shall pay to the Mahoning and Trumbull County Building Trades welfare fund monthly a sum of money based upon the total number of hours of employment each month of all his employees and at the rate of \$4.65 per hour for each and every hour worked by each employee. For the purpose of this clause, "hours worked" shall include reporting or "show up" time. Full payment based upon all hours of employment each month, shall be made within and not later than 15 days from the end of the month during which the employment occurred.

A. Contractor or employer whose principal place of business is located outside the territory covered by this agreement who employs persons to perform work within the scope and territory of this agreement shall, upon becoming signatory to the agreement, post a bond with the Trustees of the fund guaranteeing the payments agreed to herein. An individual, firm or corporation who, for the first time or after a lapse of one year or more, employs persons to perform work within the scope and territory of this agreement shall, upon becoming signatory to this agreement, post a similar bond. This provision shall apply to all contractors and employers in the preceding two categories except those who have already furnished or posted with any party hereto or the Trustees a wage surety bond guaranteeing the payment of, among other things, the required contributions to the Welfare Fund. The amount of such bond shall in each case be equal to ten (10) times the anticipated weekly obligation to the fund based upon the average number of employees subject hereto who are expected to be

employed during the first three months of operation, but shall not be less than \$500.00 and may be a cash bond or a bond with corporate surety. Such bond shall be retained by the trustees and shall be returned less any amounts owing to the fund at such time, (a) in the case of out-of-town contractors, when the job is completed and (b) in the case of new contractors, at the expiration of this agreement.

It is specifically agreed that delinquencies of the employer shall subject the employer to the following liabilities:

1. The Trustees, in their sole discretion shall have the right to refuse to accept delinquent payments which, in the judgment of the Trustees, are made for the sole purpose of qualifying an employee or his beneficiary for benefits provided by the fund for disability after the employee has suffered such disability. In such circumstances, the employer shall become liable to the employee for any benefits for which the employee would have qualified except for the employer's delinquency.

2. The employer shall become liable for, and pay to the Welfare Fund, damages amounting to 100 percent of the delinquent amount due, plus court costs and attorney's fees to cover costs of the administration, bookkeeping, and other expenses incurred by reason of the employer's delinquency.

3. The employer shall become liable for the cost of an audit ordered by the Trustee the purpose of which is to determine the amount of monies due the Welfare Fund, including liquidated damages, court costs, and attorney's fees. The Trustees alone shall have the authority to determine whether the circumstances require an audit of the delinquent employer's books. The costs of the audit, together with liquidated damages, court costs, and attorney's fees must be paid in full before the delinquent employer's contributions will be accepted by the Trustees, and before the employer shall again be eligible to participate in the Welfare Fund as a contributing employer.

All of the foregoing provisions are cumulative and shall not deprive the union of its right to strike to enforce the terms of the bargaining agreement, or the employees of any other rights or remedies the law may provide against delinquent employers.

Each individual contractor and employer subject hereto shall make all payments required hereunder in the manner prescribed by the Trustees of said Welfare fund, and shall, at the time of making each monthly payment, make and deliver to said Trustees a report, upon a form furnished by the trustees. This report shall state whether or not during the month with respect to which such report is due, any employees were working, and, if so, the names of such employees, the number of hours each was employed, and other pertinent information as may be requested by said Trustees.

Any employee who becomes a contractor, employer of self-employed, loses his eligibility to draw benefits (except vested benefits immediately). If his status at any time reverts to that of employee, it is his responsibility to notify the Trustees in order to reinstate his eligibility.

Each individual contractor or employer agrees that duly authorized representatives of the Trustees shall, upon reasonable notice and during regular business hours, have the right to examine all payroll records necessary to determine proper compliance with the obligations imposed by this Article.

No contribution shall be accepted by the Trustees unless a signed copy of this agreement or other document binding the employer to the obligations hereof is on file at the Welfare Fund Office.

It is the responsibility of all parties to this agreement, or who participate in or benefit from the operation of the Welfare Fund, to cooperate in its effective operation and administration.

To this end, any person, whether trustee, employer, union business or employee, who has reason to believe that any contractor or employer who is employing individuals on jobs covered by this agreement but is not contributing to the Welfare Fund, or is in other respects delinquent in performing the obligation hereof, shall:

(a) advise the office of the Trustees, the Builders Association, and the respective union of such belief;

(b) if a union, sees that the offending contractor is advised that, unless he agrees to make contributions to the fund, or correct any delinquency in payments, as the case may be, he is subject to suit by the trustees and/or possible economic sanctions;

(c) if an employee, after due notice that his employer is delinquent or non-signatory to this agreement, he shall lose his right to continue his status as an eligible beneficiary of the fund by making self-payments.

Failure of any of said parties to this agreement to abide by the terms hereof relating to enforcement shall be brought to the attention of the Labor-Management Committee. The Labor-Management Committee shall consider allegations of such failure and if it finds that such failure in fact has occurred may, by majority vote, issue appropriate remedial orders having binding effect on the parties concerned. All parties concerned shall be entitled to reasonable notice of, and appearance at such hearing.

Beginning on May 1, 1964, the Health and Welfare Plan shall be in effect through May 31, 2012 and shall automatically continue thereafter unless either party to the Labor Management Committee of the Association and Trades Councils hereinabove first mentioned notifies the other in writing at least sixty (60) days prior to June 1 of any calendar year, of a desire to change. The

authority to change or modify the provisions of the Health and Welfare Agreement rests only with said Labor-Management committee.

In the event that either BAC Local #8 wishes to withdraw from the current Health and Welfare program, a thirty (3) day written notice, prior to notice given to the Health and Welfare Fund Trustees, shall be given to the Builders Association. It shall be mutually agreed upon that this notice shall open Article 17 of the contract to negotiate language to allow for the withdraw from the current Health and Welfare Program.

ARTICLE 19

Bricklayer Local No. 8 Pension Plan and Ohio Bricklayers Local No. 8 Security Fund

Effective June 1, 2008 the employer shall contribute \$4.38 per hour for each hour paid to each journeyman and apprentice to a fund to provide pensions for employees; said payments shall be made monthly or as may be prescribed by the parties in a pension agreement and shall be paid to a central collection agency or to such other organizations as the parties may agree. It is expressly understood, however, that the sums so contributed shall be used solely for pensions for employees in accordance with a pension as may be established by the employer and the union. The above rate may change during the term of the agreement.

The Ohio Bricklayers Local Number 8 Security Fund established under an agreement and Declaration of Trust, dated June 1, 1998. The contribution to the fund shall be a total of \$2.50 per hour paid to each journeyman and apprentice. The payments shall be made monthly to Central Administrative Agency. The above rate may change during the term of this agreement.

ARTICLE 20
Bricklayers Local No. 43 - Trumbull County, Ohio
Pension Plan

Effective June 1, 1999 the employer shall contribute \$4.38 per hour for each hour paid to each journeyman and apprentice to a fund to provide pensions for employees; said payments shall be made monthly or as may be prescribed by the parties in a pension agreement and shall be paid to a central collection agency or to such other organizations as the parties may agree. It is expressly understood, however, that the sums so contributed shall be used solely for pensions for employees in accordance with a pension as may be established by the employer and the union.

ARTICLE 21
The Bricklayers and Trowel Trades
International Pension Fund

Except as otherwise provided in Article 19 employer(s) and union parties to this agreement regarding pensions or retirement for employees covered by this agreement is as follows:

1. (a) Commencing with the tenth day of May, 1982, and for the duration of the agreement regarding pensions or retirement for employees covered by this agreement is as follows:

(b) For each hour or portion thereof, for which an employee receives pay, the employer shall make a contribution of fifty (.50) cents to the above named Pension Fund.

(c) For the purpose of this Article, each hour worked, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this agreement, shall be counted as hours for which contributions are payable.

(d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this agreement. This includes, but is not limited to, apprentices, assistants and probationary employees.

(e) The payments to the Pension Fund require above shall be made to the Bricklayers and Trowel Trades International Pension Fund, which was established under an agreement and Declaration of Trust, dated July 1, 1972. The employer hereby agrees to be bound by and to the said agreement and Declaration of Trust, as though he had actually signed the same.

2. The employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or will in the future serve, as employer Trustees, together with their Successors. The employer further agrees to be bound by all actions taken by the Trustees pursuant to the said agreement and Declaration of Trust.

3. All contributions shall be made at such time and in such manner as the contract requires; and the trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the employer for the purpose of determining the accuracy of contributions to the Pension Fund.

4. If an employer fails to make contributions to the Pension Fund within twenty days after the date required by the contract, the union shall have the right to take whatever steps are necessary to secure compliance with this agreement, and 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 liquidated damages as may be assessed by the trustees. The employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this agreement.

5. The Pension Plan adopted by the trustees of said Pension Fund shall at all time conform with the requirements of the Internal Revenue Code so as to enable the employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

ARTICLE 22
Construction Advancement Program
of Eastern Ohio and Western Pennsylvania

Section 1. The employer and the union agree to and approve the establishment of a program to be known as the Construction Advancement Program of Eastern Ohio and Western Pennsylvania. The purpose of the program shall be to promote the common good of the construction industry in Eastern Ohio and Western Pennsylvania by providing financial support for activities of construction industry management, particularly in the area of public relations, public education, market protection and development, personnel practices and labor relations, but limited only in that such activities shall not include support for anti-labor legislation, shall not be used for any support of contractors in event of a strike and shall not result in financial benefit to any participating individual, firm or corporation.

Section 2. The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective May 1, 1970, a copy of which is available for inspection by the parties at the office of the trustees thereof, and which is included herein by reference and made a part hereof. Each employer covered by this agreement shall pay an amount as periodically negotiated between the employer and the union for each hour worked by each journeyman, helper, apprentice or other employee within the bargaining unit to The Construction Advancement Program of Eastern Ohio and Western Pennsylvania in accordance with instructions on forms furnished

by the Builders Association of Eastern Ohio and Western Pennsylvania. Effective June 1st, 2004 said amount shall be fourteen cents (.14) per hour.

Section 3. The consideration for this agreement is as follows:

(a) Recognition by the parties of the need for providing the means whereby the employer can facilitate and supplement the financing of its activities:

(b) Obligations assumed by the employer to withhold, collect, and forward monies from the pay of employees for the benefit of employees in Welfare Funds, Pension Funds, Vacation Funds and other fringe benefits.

(c) Obligations assumed by the employer to pay, collect and forward monies for the Apprenticeship Training Funds.

Section 4. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to the Program Office on or before the last day of the following month. Payments postmarked or delivered by messenger after the last day of the following month shall be subject to an additional charge of 10% per month until paid, to reimburse the Construction Advancement Program for damages due to additional administrative expense, impairment of reserves and costs of collection arising from late payment.

ARTICLE 23

Apprenticeship

Section 1. The parties signatory to this agreement agree to establishment of Mahoning and Trumbull County, Ohio and Vicinity Bricklayers and Stonemasons Joint Apprenticeship

Program and further agree to abide by all rules and regulations imposed by Joint Apprenticeship Committee of which Standard of Apprenticeship registered with the Ohio State Apprenticeship Council April 8, 1972 are hereby incorporated by reference.

The employment of all apprentices and schooling shall be under the regulation and jurisdiction of the Joint Apprenticeship Committee.

In order to provide quality training of apprentices, all employers of apprentices shall make every effort to provide the maximum amount of time laying masonry units (wall time) for apprentices. The following minimum guidelines for apprentices "wall time" is a goal that apprentice employer must follow;

First Year Apprentice.....	two (2) days a week
Second Year Apprentice	three (3) days a week
Third Year Apprentice.....	three (3) days a week

Days lost due to inclement weather will reduce the minimum days of days of wall time required.

If an employer fails to make an effort to comply with the above schedule, the union reserves the right to pull the apprentice from the employer.

Section 2. Apprenticeship rates of pay mutually agreed upon by participating parties are as follows:

0 – 750 hours.....	40%
751 – 1500 hours.....	45%
1500 – 2250 hours.....	50%
2251 – 3000 hours.....	55%
3001 – 3750 hours.....	65%
3751 – 4500 hours.....	75%
4501 – 5250 hours.....	85%
5251 – 6000 hours.....	90%

Section 3. Apprentice Training Assessment: Employers shall pay the assessment noted below and established by the Bricklayer Joint Apprenticeship Committee for the support of the apprenticeship program and agree to comply with all regulations imposed by said committee.

Effective June 1, 2008, anyone employing bricklayers including apprentices within the jurisdiction of the union shall pay to the Bricklayers Apprentice Training Fund an assessment of twenty (.20) cents per hour for each and every hour worked by bricklayers and apprentices in their employ. Forms shall be furnished by the Central Administrative Agency, Niles, Ohio, upon request.

Section 4. Compliance with regulations: anyone employing bricklayers shall submit the following to the Bricklayers Joint Apprenticeship Committee.

1. Current certificates of premium payments of Worker's Compensation and Unemployment Compensation.
2. Satisfactory evidence of complying with Social Regulations.
3. A current certificate of insurance coverage for public liability property damage.

Section 5. Any contractor, firm or individual signatory to this agreement and employing bricklayers shall be approved for the training of bricklayer apprentices and shall display on all job sites Certificates of Approval, issued by the Bricklayers Joint Apprenticeship Committee.

Section 6. Any contractor, firm individual or association who employs bricklayers shall sign three copies of this agreement. One copy of the agreement shall be retained by

the employer, one by the union and one copy is to be filed with the Bricklayers Joint Apprenticeship Committee.

Section 7. It is agreed that an apprentice, if available, shall be placed on a job after each fourth journeyman including the foreman is hired. This provision shall not be interpreted to mean that more apprentices could not be employed.

ARTICLE 24

International Masonry Institute

The parties of this contract agree to participate in the International Masonry Institute Promotion Trust.

The employer agrees to pay forty cents (.40) per hour for each hour paid for each and every employee covered under the terms of this agreement.

This contribution shall be forwarded monthly together with all other reports and contributions to the Central Administrative Agency and from there, disbursed to office of the International Masonry Institute, 812 Fifteenth St., NW, Washington, DC 20005.

ARTICLE 25

Building Trades Council Dues Deduction

Building Trades Council Contribution - Effective June 1, 1999 the employer agrees to deduct from each employee's wages and to transmit to the Building Trades Council the sum of one cent (.01) per hour for Local No. 8 for each hour paid to the employee during the period. Such deduction to be made pursuant to written authorization of the individual employee. The employer assumes no further obligation with respect to such Building Trades Council Contribution. The union agrees to indemnify the employer and

hold it harmless from any and all suits, clauses, demands, and liabilities that may arise out of or by reason of deductions and payments made pursuant to this Article.

ARTICLE 26

Union Dues Deduction- Local 8

During the life of this agreement, each employer agrees to deduct membership dues, levied by Local No. 8 of the Bricklayers and Allied Craftworkers in accordance with its Constitution and By Laws from the pay of each bricklayer or apprentice for whom it has on file an unrevoked "Authorization and Direction" for check off of dues. For purposes of filing such "Authorization and Direction", the employer regards the file of Bricklayers and Allied Craftsmen Local No. 8 as its own and expressly authorizes the local unions to retain in their possession and files "Authorization and Direction" for dues check-off addressed to the contractor. Deduction shall be made only in accordance with the provisions of said authorization and direct form and in the amount of three percent (3 1/2%) of gross wages including fringes.

The monthly contribution period and report by the employer shall end with and include the last full weekly pay period of the month. Payment and reports for each monthly contribution period shall be mailed or delivered to the Central Collection Agency on or before the fifteenth day of the following month.

The union shall indemnify and save harmless each contractor-employer against any claims made on account of action taken by such employer in reliance upon information or forms furnished by the union hereunder.

ARTICLE 27
Central Administrative Agency

It is agreed and understood by the parties hereto that in order to simplify collection, administration and disbursement of the various employer payments required by this agreement that such payments and reports shall be forwarded monthly to the Central Administrative Agency, 33 Fitch Boulevard, Austintown, Ohio 44515. Payments and reports shall be made and forwarded as required by the terms and conditions of this agreement.

ARTICLE 28
Savings Clause

It is further agreed by and between the parties hereto that if any court of competent jurisdiction at any time decides that any clause or clauses of the agreement are void or illegal, such decision shall not invalidate the other portions of this agreement, but any such clause or clauses declared void or illegal by a court of competent jurisdiction shall be stricken out and remaining portions of the agreement shall be considered binding between the parties hereto.

ARTICLE 29
Delinquent Contributions and Deductions

Section 1. Any individual contractor or employer who has failed to make timely payments for the Health and Welfare Plan, Pension Plan, International Masonry Institute, CAP, Dues, Apprenticeship shall be notified by certified mail and shall either make the required payment or appear before the joint committee within three days after receipt of the notice of delinquency. The joint committee may excuse the late payment for good cause shown. An individual contractor or employer who fails to appear and answer or who fails to show good cause may be assessed a

penalty of not more than 10% of the delinquency plus reasonable costs. Any such penalty levied shall be paid into the respective funds in the same manner as the delinquent payments.

Section 2. The employer hereby agreed to be bound by and to the above stated agreements and Declaration of Trust, as though he had actually signed the individual documents and further agrees to be bound by all actions taken by the trustees of these funds pursuant to said agreements and Declarations of Trust.

Section 3. The employer hereby irrevocably designates as its representative on the above stated boards of trustees such trustees are now serving, or who will in the future serve, as employer trustees, together with their successors.

Section 4. For the purpose of this Article, each hour worked, including hours attributable to show-up time, and all other hours for which pay is received by the employee in accordance with this agreement, shall be counted as hours for which contributions are payable to each fund designated in Section of this Article.

Section 5. Contributions shall be paid on behalf of all covered employees starting with the employee's first day of employment in a job classification covered by this agreement. This includes, but is not limited to, journeymen, apprentices, assistants and probationary employees.

Section 6. All contributions shall be made at such time and in such manner as the contract requires; and the trustees shall have the authority to have an independent Certified Public Accountant audit the books, payroll and wage records of the employer for the purpose of determining the accuracy of contributions to the funds designated in Section 1 of this article. Any employer found, as a 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.

Section 7. If the employer, fails to make any contribution specified in this article, within ten (10) days after the date required by the contract, the union shall have the right to take whatever steps are necessary, including the withdrawal of manpower, to secure compliance with this agreement, any other provision hereof to the contrary notwithstanding, and the employer shall be liable for all costs for collection of payments due together with attorney's fees and such liquidated damages as may be assessed by the contract. The employer's liability for payment under this article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided for or set forth elsewhere in this agreement.

ARTICLE 30

Equal Employment Opportunity

The contractor and the union recognize that they are required by law not to discriminate against any person with regard to employment or union membership because of age, race, religion, color, sex, national origin or ancestry, and hereby declare their acceptance and support of such laws.

ARTICLE 31

Subcontracting

A. The subletting, assigning or transfer by the employer of any work in connection with employment covered by this agreement to any person, firm or corporation not recognizing the Bricklayers and Allied Craftworkers or one of its local unions as the collective bargaining representatives of his employees on any covered work assignments to be performed at the work site on new construction, alteration additions or repair of a building, structure or other work, will be deemed a breach of this agreement.

B. All charges of violations of this Article shall be considered

as a dispute and shall be processed in accordance with the provisions of this agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE 32

Pre-Job Conference

It is agreed that a pre-job conference will be held at least five (5) days before any work is started on any contract that the employer has been given. If any employer starts work it is not a violation of this agreement for the local union to withhold its men until a conference has been held. The conference shall be a location mutually agreeable. It is agreed that safety meetings will be discussed at the pre-job meeting and held in accordance with those discussions and the OSHA requirements.

ARTICLE 33

Dissolution of Fringes

In the event IMI contributions and pensions are dissolved, the money will revert to the wage rates.

ARTICLE 34

Agreement Expiration

Notice shall be given on or before January 1st, 2012, by either the union or the above-mentioned association if any changes in this agreement are anticipated. Failure of either party to this agreement to give said notice, then this agreement is to be in effect for another year, namely to June 1, 2013. Either party desiring to change or terminate this agreement must notify the other in writing not later than January 1st, 2012, and all changes must be completed by June 1, 2012. When such notice of changes is given the nature of the changes desired must be specified in

the notice and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect until June 1, 2012.

The undersigned desiring to become additional parties to the collective bargaining agreement between the Builders Association of Eastern Ohio and Western Pennsylvania, and the General Contractors Division, thereof, and Local 8 Ohio Bricklayers and Allied Craftworkers which is dated June 1, 2008 hereby certify that they have read the said agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto including amendments and extensions as negotiated.

IN WITNESS WHEREOF, the parties hereto have hereto signed their names the 1st day of June 2008.

SIGNATURES

**BUILDERS ASSOCIATION OF
EASTERN OHIO AND WESTERN PENNSYLVANIA**

Joe DeSalvo

Larry Lencyk

Kevin Reilly

Ed Stevens

John Watkins

**BRICKLAYERS AND ALLIED CRAFTSMEN OF
AMERICA
LOCAL NO 8 - OHIO/O.D.C.**

Dennis Hageman

Mike Reid

Ted Noel

Jerre Riggle

Ken Kudela

OHIO ADMINISTRATIVE DISTRICT COUNCIL

Robert (Bob) Fozio - Director

The undersigned desiring to become additional parties to the collective bargaining agreement between the Builders Association of Eastern Ohio and Western Pennsylvania, and the General Contractors Divisions, thereof, and Local 8 Bricklayers and Allied Craftsmen which is dated June 1, 2008 hereby certify that they have read the said agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto including amendments and extensions as negotiated.

(Name of Employer)

(Address)

(City, State and Zip Code)

By: _____

(Authorized Representative of Employer)

Date ____/____/____ Phone _____

Fax _____

(IRS)

(Workmen's Compensation)

(Unemployment)

**LOCAL NO. 8 OF THE BRICKLAYERS AND ALLIED
CRAFTSMEN**

By: _____

(Title)

(Date)