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AGREEMENT

This agreement is by and between the Mahoning Valley Tile Contractors Association, in affiliation with the Builders Association of Eastern Ohio and Western Pennsylvania and the Tile Setter, Marble Mason and Terrazzo Worker and Finisher members of Local No. 8, Youngstown, Ohio B.A.C., and is negotiated by the Mahoning Valley Tile Contractors Association on behalf of the members of said Association and on behalf of all members of the Builders Association.

This agreement shall be binding upon each member of said Association 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 members working for a contractor or employer who is not a member of the above Association nor of the Builders Association of Eastern Ohio and Western Pennsylvania.

This agreement, made 1st day of June, 2008 by and between the Mahoning Valley Tile Contractors Association, party of the first part, and the Tile Setters, Marble Masons, and Terrazzo worker and finisher members of Local No. 8 of Ohio B.A.C., party of the second part, for the purpose of preventing strikes and lockouts, and facilitating a peaceful adjustment of all grievances, disputes and differences of opinion which may from time to time arise between parties hereto.

Dated this 1st of June, 2008 and shall become operative on the 1st day of June, 2008 and remain in effect until May 31, 2012 and shall continue in effect from year to year hereafter from June 1st to May 31st of each year unless changed or terminated in a way provided herein.

WITNESSETH:

That in consideration of this agreement made this day, which

is to remain in full force and effect until the 31st day of May 2012 unless sooner abrogated by mutual consent of the parties hereto, we do each for ourselves and every individual member of our respective organizations, pledge our full compliance with all its terms.

It is mutually agreed by both parties that either party desiring to change or terminate this agreement must notify the other in writing by January 31, 2012 and that all changes must be completed by May 31, 2012 or be submitted for arbitration when such notice for change is given the nature of changes must be specified in the notice; and until a satisfactory conclusion is reached in the matter of such changes, the original provisions shall remain in full force and effect.

SECTION 1
Unemployment compensation
Workmen's compensation

The party of the second part agrees that there will be no limitation in the amount of work an employee shall perform during his working day, or to perform a designated amount of work, or do a certain piece of work in a designated time.

An employer shall be required to make payments for Social Security, Unemployment Compensation and Workmen's Compensation as specified by law. In particular, an employer shall post on the job in a conspicuous place, a certificate of premium payment showing that his Workmen's Compensation is in full force and effect. Party of the second part shall instruct its members to refuse to work for any employer who fails to comply with the provisions of this paragraph.

SECTION 2

Representation

The Superintendent or working foreman shall be the agent of the employer, the Union Business Manager shall be the agent of the employees. The Business Manager shall have the right to visit jobs, observe performance, and consult and advise with representatives of the employer.

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 Tile Setter, Marble Mason and Terrazzo Worker and Finisher Members as the collective bargaining representative 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.

Jurisdiction

This agreement pertains to work done by the Tile Layers, Marble Masons and Terrazzo Workers and Finishers, whether for interior or exterior purposes, in any public or private buildings within the above jurisdiction.

This agreement pertains to the setting, slabbing or installing of all classes of TILE, RESILIENT FLOORING, WOOD,

LAMINATE, CARPET AND CARPET TILE, whether for interior or exterior purposes, in any public or private building anywhere in the jurisdiction allotted by the Ohio District Council.

TILE LAYER'S WORK – The laying or setting of all tile where used for floors, walls, ceilings, 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 to prepare and set all concrete, cement, brickwork or other foundation or materials that may be required to properly set and complete such work; the setting or bedding of all tiling, stone, marble composition, glass, mosaic, or the other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, Terra Top 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 Surfaces, together with the setting of all cement, brickwork, or other material 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 materials, such as cement, plaster, mortar, brickwork, ironwork, 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.

MARBLE MASONS' WORK – Marble Masons' jurisdiction claims shall consist of the carving, cutting and setting of all marble, slate, stone, alberene carrara, sand-onyx, vitrolite and similar opaque glass, scagliola, marblieithic, and all artificial imitation or cast of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description whatever required, including all polished, honed or sand finish; also the cutting and fitting of above materials after the same leave mills or shop, and the laying of all marble tile, slate tile, and terrazzo tile; the cutting setting and pointing of all artificial stone or marble, either interior or exterior, when set by the usual custom of marble masons.

TERRAZZO WORKERS' WORK – MARBLE, MOSAIC, VENETIAN ENAMEL AND TERRAZZO, THE CUTTING AND ASSEMBLING OF ART CERAMIC, THE CASTINGS OF ALL TERRAZZO IN SHOPS AND MILLS.

All bedding for preparation, laying or setting of the metal or wooden strips and grounds where mosaic and terrazzo is to be applied, or any substitute that is applied under the same method as mosaic or terrazzo, shall be the work of the mosaic and terrazzo workers – All terrazzo finished (rustic) or rough washed for interiors or exterior of building or any substitute that is applied under the same method as mosaic or terrazzo, shall be set my mosaic and terrazzo workers. All formulated resinous decorative architectural finished shall also come under this section.

Finishers shall do all handling of sand, cement, lime, tile, marble, terrazzo and all other materials that may be used by the tile, mosaic, marble and terrazzo mechanics upon being delivered to the building or at the job, hand rubbing, rolling, mixing, formulating, grinding, grouting, and cleaning all

marble, tile, mosaic and terrazzo floors, and wainscoting, and such other work as is required in helping a mechanic as is the established custom of the trade. There shall be no limitation of tools, equipment, or machinery used.

On any job in the jurisdiction of Local 8, Ohio, the first member on any job shall be from Local No. 8, Ohio, he shall be Steward and be appointed by Business Manger. Out of town contractors shall be allowed to bring one key man as Journeyman and one Helper, then a one to one ratio shall be in place.

SECTION 5

The party of the second part agrees that the employer on any job shall determine the number of employees to be employed and the number of assistants to accompany the tile, terrazzo or marble mechanic on the job, at the discretion of the employer.

SECTION 6

Working Hours and Overtime

Both Parties agree that eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. through 4:30 p.m., Monday through Friday, inclusive.

All overtime work Monday through Friday shall be time and one half. Saturday shall be time and one half, and it shall be double time on Sunday.

In the event of lost time Monday through Thursday (except where an observed holiday falls on a weekday), Saturday may be worked at straight time plus One Dollar (\$1.00) premium per hour, to include full payment of all fringe benefits as a

normal work day week not to exceed forty (40) hours per week. Working a Saturday make-up day will be at the option of the employee and the employer. The employer must notify the employee by quitting time Thursday that Saturday will be a make-up day. Saturday will be considered a normal work day in respect to all work rules. Preference for make-up day work shall be given to employees affected by the cancellation. The employer shall not discriminate against any employee, in any manner because the employee refuses to work a Saturday make-up day. Four (4) hours guaranteed pay will apply for a Saturday make-up day. SATURDAY MAKE-UP DAY DOES NOT APPLY TO INDUSTRIAL WORK.

On jobs involving work in occupied establishments which cannot be performed during regular working hours, work may be performed after 4:30 p.m. on the basis of seven (7) hours work for eight (8) hours pay with approval of Business Agent. If worker is to start work at 12:00 midnight Monday through Friday and work any hour over eight (8) hours, first eight (8) hours you get seven (7) hours for eight (8) hours and then all the rest of the time is time and one half.

After 4:30 p.m. Saturday or Sunday and legal holidays, overtime work will be performed at the rate of double time. Legal holidays are: Declaration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

When an employee is called on a job and is not placed at work after reporting, he shall be paid two (2) hours' wages on Weekdays and four (4) hours' wages on Saturday, Sundays, and holidays. There shall be no overtime work except that of an emergency and then only when mutually agreed between the foreman and the Business Manager.

SECTION 7

Travel Conditions

The working area considered as Youngstown shall be all areas within bus fare distance such as Struthers, Campbell and Youngstown.

When employees are required to accept transportation offered by the employer then they shall not leave the Public Square before 7:30 a.m. and they shall leave the job in time to arrive back at the Public Square by 5:00 p.m. When it becomes necessary to leave the Public Square before 7:30 a.m. on accepted transportation then employees shall be paid for traveling time at the rate of single time and the same will apply to all time after 5:00 p.m.

The working area considered as Youngstown shall include all areas within one bus fare distance.

When employees are paid fares daily to and from job or receive daily subsistence, they will work a full eight (8) hour day.

When a member is sent into the jurisdiction of another local, the union scale of that local shall prevail if more than the scale of Local No. 8 otherwise all employees of Local Union No. 8 shall be paid prevailing rate of wages on any and all jobs they may be required to work.

When the Employer has any work specified in Section 2 of this agreement to be performed outside of the area covered by this Agreement and within the area covered by a standard Collective Bargaining Agreement of another affiliate of the Tile Setters, Marble Masons and Terrazzo Workers and Assistants, the Employer agrees to abide by the full terms and conditions of the standard Agreement in effect in the job site area with respect to all employees, wherever hired, who

perform such work, except as provided in the next sentence of this paragraph. Employees covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 2 of this Agreement but in no case less than the established minimum wage scale of the local Agreement covering the territory in which such work is being performed plus all contributions specified in the jobsite local Agreement. The Employer shall in all other matters be governed by the provisions established in the jobsite local Agreement. If employees are sent to work on a project in an area where there is no local Agreement covering the work specified in Section 2 of this Agreement, the full terms and conditions of this Agreement shall apply.

Jurisdictional Are for Tile, Marble, Terrazzo, and Mechanics and Finishers

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

No mileage within fifteen (15) miles from northern, eastern, and western boundaries of Mahoning County and fifteen (15) miles south of the following townships in Columbiana County: Salem, Perry, Fairfield, Center, Elkrun, Middleton, and Unity.

Mileage will start from the courthouse. Once you go beyond that area, it shall be paid to and from the jobsite.

Year 2008	.30
2009	.30
2010	.35
2011	.35

Beyond one hundred (100) miles one way shall be considered out of town work. Out of town work same pay forty-eight (\$48) dollars per day. Ten hours same pay seventy (\$70) dollars per day.

Beyond 225 miles, one way, out of town work shall pay fifty-six (\$56) dollars per day. Ten hours day shall pay seventy (\$70) dollars per day.

All travel pay amounts calculated above will be reduced by the amount the union wage scale of jurisdiction where the work is being performed is greater than shown in Section 8 of this Agreement.

SECTION 8 Wages

The prevailing rate of wages for Tile Layers, Marble Masons and Terrazzo Workers and Finishers shall be not less than the following rates per hour on the effective dates shown.

WORKERS

Effective..... 6-1-08

Wage Rate.....	24.83
+Pension.....	4.38
+Health & Welfare.....	4.65
+Apprentice Fund.....	.20
+I.M.I.....	.40
+International Union Pension ...	.50
+C.A.P. ....	.14
+Security Fund .....	.50
+Bldg. Trade Dues .....	.01
+Union Dues.....	1.25*
+Promotional Fund.....	.10
Total.....	35.60

Future Increases	
6-01-09.....	\$.89
6-01-10.....	.91
6-01-11.....	.94

Local Union Dues in the amount of three and one half (3° %) percent of the wage rate including fringes shall be deducted weekly.

*Union Dues for all Apprentices are .79

FINISHERS

Effective..... 6-1-08

Wage Rate.....	22.17
+Pension.....	4.38
+Health & Welfare.....	4.65
+I.M.I.....	.40
+International Union Pension ...	.50
+C.A.P. ....	.14
+Security Fund .....	.50
+Bldg. Trade Dues .....	.01
+Union Dues.....	1.15*
+Promotional Fund.....	.10
Total.....	32.94

Future Increases	
6-01-09.....	\$.82
6-01-10.....	.85
6-01-11.....	.86

*Union Dues for all Apprentices are .76

NOTE: Grinders shall receive twenty-five (25) cents per hour above the Assistant rate.

Local Union Dues in the amount of three and one half (3° %) percent of wage rate including fringes shall be deducted weekly.

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. Contributions and wages are based upon current figures. The total package for Residential construction would be 68% of the commercial package. Residential pension and health contributions would be equal to the commercial contributions. The scope of these

residential wages would include the setting, slabbing, or installing of all classes of tile, resilient flooring, wood, laminate, carpet, and carpet tile, whether for interior or exterior purposes, in any public or private building anywhere in the jurisdiction allotted by the Ohio District Council.

RESIDENTIAL/TILE & CARPETING WAGES

WORKERS

Effective..... 6-1-08

Wage Rate.....	14.80
+Pension.....	4.38
+Health & Welfare.....	4.65
+I.M.I.....	.24
+C.A.P. ....	.14
+Bldg. Trade Dues .....	.01
+Union Dues.....	.85
+Promotional Fund.....	.10
Total.....	24.21

FINISHERS

Effective..... 6-1-08

Wage Rate.....	13.01
+Pension.....	4.38
+Health & Welfare.....	4.65
+I.M.I.....	.22
+C.A.P. ....	.14
+Bldg. Trade Dues .....	.01
+Union Dues.....	.75
+Promotional Fund.....	.10
Total.....	22.40

APPRENTICES

Workers and Finishers (Residential and Commercial)

1st year

1st 6 months 60% (of Residential or Commercial)

2nd 6 months 70%

2nd year

1st 6 months 75%

2nd 6 months 80%

3rd year

1st 6 months 85%

2nd 6 months 90%

4th year 95% whole year

Commercial Work:

After the first 30 days the Health and Welfare contribution will be paid on the Apprentice's behalf, with dues check-off during this period. At the end of the first 6 month period the Apprenticeship, IMI, CAP, International Pension, Apprenticeship Fund, Security Fund, the Local Pension shall be paid

Residential Work/Tile & Carpeting Work:

After the first 30 days the Health and Welfare contribution will be paid on the Apprentice's behalf, with the dues check-off during this period. At the end of the first 6 month period the IMI, CAP, and the Local Pension shall be paid.

Apprentices will be paid wages and benefits for time lost while attending apprentice school as required by the Apprentice Standards.

When four (4) or more mechanics are employed on any one (1) job, the foreman shall receive one dollar (\$1.00) per hour more than the mechanics' rate.

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 P.M. payday. Should a job be completed before 4:30 P.M., Tile Setters 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 pay day. The maximum penalty will be 8 hours of straight time pay if the Journeyman or Apprentice has to wait for their pay.

SECTION 9

International Masonry Institute

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

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

SECTION 10

Union and Employer Recognition Clause

Both parties of this agreement mutually agree that they will not jointly or severally discriminate against any applicant for such work as covered by this agreement because of membership or non-membership in any union. However, seven (7) calendar days after the date such individual is employed by the employer covered by this agreement he shall make application to become and shall remain a member of this union as a condition of his continued employment.

Both parties hereto further agree that all orders to workmen, including discharging them, shall be given from the employer or superintendent through the foreman. The employing of all workmen shall be done by the employer or superintendent, unless the foreman be instructed to do so.

No contractor, his representative or mechanic shall bargain or contract with each other to lay a designated number of feet of tile for the day's work nor shall they bargain or contract that a mechanic do a certain piece of work in a designated time. This bargaining or contracting shall be looked upon as piecework, which is not countenanced by the Organizations signed to this agreement.

Both parties hereto further agree that only one member or stockholder of a firm partnership or corporation shall be permitted to work with the tools on any one job or project, provided, however, that said member or stockholder must have at least one mechanic employed before this section is operative. It is further agreed that said member or stockholder must be in practical mechanic at the trade he desires to work at. No overtime work shall be performed by any member of or stockholder of a firm, partnership or corporation. A mechanic shall be employed on all overtime work and the steward shall have preference as the first mechanic so employed.

One owner, stockholder, or partner of signatory employer who is a member of the Tile Setter, Marble Mason and Terrazzo Workers 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 benefits 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.

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

- A. One to Four Employees - \$10,000.00
- B. Five to Eight Employees - \$20,000.00
- C. Nine to Fifteen Employees - \$50,000.00
- D. Sixteen or more Employees - \$100,000.00

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 Tilesetters Local having jurisdiction, for a period of seven (7) days. After such deposit 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.

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, 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 trustee 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.

SECTION 11

Arbitration

Section 1. Grievances or disputes of the Employer or the Union arising out of the interpretation, application or enforcement of the 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 as ascertainable, within 30 calendar days of the first knowledge of the event.

Section 3. Grievances or disputes not settled as provided in Section A shall be submitted in writing by either party to a Joint Arbitration Board.

Section 4. 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 a six (6) member Joint Arbitration Board.

Section 5. Any four (4) members in attendance shall constitute a quorum, provided either side has at least two (2) members present. An equal number of votes shall be cast by each side of the Joint Arbitration Board. 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 be permitted to cast a vote. The Chairman 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 6. 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 7. Decisions of the Joint Arbitration Board shall be in writing and shall be final and binding on both parties to this agreement.

Section 8. In the event the Joint Arbitration Board fails to reach a decision the grievance or dispute shall be submitted to an Arbitration Panel to be formed as follows:

One (1) member shall be selected by Management, on (1) member shall be selected by Labor and these two members are so selected shall appoint an impartial third member. If the two representatives cannot agree on the impartial third member the Federal Mediation and Conciliation Service shall be requested to name the third member.

Section 9. 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 10. 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 11. All expenses incurred by either the Joint Arbitration Board or the Arbitration Panel or both shall be shared equally by the parties concerned.

Section 12. 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 13. It is understood that the working rules and standard specifications established by the Joint Arbitration Board and all orders and decisions of the Board shall be and

are hereby a part of this agreement. Employees are not allowed to work for any employers who are not recognized, Marble, Tile and Terrazzo Contractors.

SECTION 12

Working Conditions

All tile, mosaic, and kindred work, undertaken by members of the party of the first part, shall be done by Journeymen or apprentice tile layers, marble masons and terrazzo workers.

All wages shall be payable in United States currency or checks at the option of the employer. Any member of the party of the first part who fails to have sufficient funds in the bank to meet all paychecks issued to members of the party of the second part shall, upon sufficient evidence being produced to determine a violation of this section, be required to pay in addition to the amount due, the expense incurred and any time lost in making the collection, as well as being deprived of the right to pay by check.

No employer may deduct any part of workmen's wages for any purpose without the consent of the employee, except as required by law.

When an employee is discharged or laid off, he shall, upon demand, be paid in full immediately. If sent to shop for payment, he shall be allowed for the time required to collect pay.

Termination and Termination Notice: The employer reserves the right to terminate any employee for just cause. Should the Union take exception to the termination 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.

It shall be lawful for the steward or business agent to examine the pay envelopes, check stubs, or check before such has been given to the employee to ascertain if any or all employees are receiving the full scale of wages.

When an employee or employees are laid-off or discharged they shall be paid in full in cash or other legal tender on job immediately. Any undue delay or loss of time caused the employee or employees through no fault of their own in securing their pay shall be paid for by the employer causing such delay at the regular straight time wage at the rate of eight (8) hours per day.

All contractors shall furnish, for every job, proper working tools, such as straight edge, rods, laths, mixing boxes, soaking tubs, sponges, cord, sawdust, etc.

In order to protect the health and safety of employees against ill-effects of silicosis and other respiratory diseases the dry cutting of any Tile, Marble or Terrazzo products by means of hand-held, gas powered or electrical, portable "chop saws," 4 inch hand grinders (with dry cut blades) and skill saws, shall be prohibited, effective June 1, 2004. Employees engaged in wet cutting Tile, Marble, or Terrazzo products will be furnished safety glasses. No employee shall operate a wet table saw unless the saw is properly grounded.

The exception to this provision will be when the Union and employer determine that the use of water is not preferable. When the Union and the employer identify such tasks, the employer must ensure that engineering and work practice controls are in place to control the dust: such as a vacuum with a high efficiency particulate air (HEPA) filter or another dust control system.

Respirators should only be used as the *primary* method of protection if other engineering and work practice controls are not feasible. When respirators are used, in accordance with OSHA regulations, employers must provide workers with full-face respirators as part of a complete respiratory protection program that includes the proper selection of respiratory cartridges, and training and fit-testing to ensure that the worker is able to wear a respirator.

Any employee working with polyester will receive fifty (.50) cents per hour above the established scale. Any grinder doing dry grinding gets fifty (.50) cents per hour above the established scale.

The union must remove all of its members from the jobs of any employer who is found to be paying less than the wages agreed upon herein. This covers any benefits and travel pay. Offenders shall come before the Joint Board.

All contractors shall furnish, for every job, proper working tools except personal hand tools.

All workers shall have a ten (10) minute coffee break. The steward is to determine the time of the break.

If one B.A.C. member employs another B.A.C. member, he must first register as a Contractor; however, a B.A.C. member may employ one Laborer without registering as a Contractor.

BAC CODE OF CONDUCT

Individuals who come to work prepared to give our employer a fair day's work for a fair wage, and to work to the highest standards

Union through and through - loyal to, and respectful of, our brothers and sisters in the trade and the labor movement.

Better because we receive the finest, most comprehensive masonry training in North America

Accept responsibility for the quality of our work and behavior on the job.

Committed to growing the unionized masonry industry for current and future generations.

This is the Code by which we, as members of the International Union of Bricklayers and Allied Cfartworkers, distinguish ourselves, strengthen our industry, and influence contractors, owners and the public that buiding BAC is BEST.

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. Tile Setters and Finishers 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, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company Construction job sites for which the company has responsibility.

b.) Prohibited Substances: Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.

c.) Member: Individuals, who perform work for plastering contractors including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

d.) Accident: Any event resulting in injury to a person or property to which an employee, or contractor/contractor’s employee, 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 tardiness, excessive absenteeism, 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: SAMSHA

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: Breath 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 mg/ml confirmatory test
 - c.) Opiates – 2000 ng/ml initial screen and 2000 mg/ml confirmatory test
 - d.) Phencyclidine – 25 ng/ml initial screen and 25 confirmatory test
 - e.) Amphetamines – 1000 ng/ml initial screen and 500 confirmatory test
 - f.) Barbiturates - 300 ng/ml initial screen and 200 confirmatory test
 - g.) Benzodiazepines- 300 ng/ml initial screen and 300 confirmatory test
 - h.) Methadone – 300 ng/ml initial screen and 300 confirmatory test
 - i.) Methaqualone – 300 ng/ml initial screen and 300 confirmatory test

j.) 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 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 representative 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 Service Administration (SAMHSA) certified laboratory. The primary testing result 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 on the split sample retested at a SAMHSA- 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 a positive shall be confirmed by gas chromatography/mass spectrometry (CG/MS).

4.) Reports shall be made in writing and sent to the following 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 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 with any measurable amount of prohibited substances in their systems.

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 employee, 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 all 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.

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

VIII. 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 the union will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the company or union health & welfare/insurance program. The medical benefits available are subject to the Health & Welfare and/or conditions in the Summary Plan Description.

If the treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified is available.

IX. 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 Tile Setter, Marble Mason and Terrazzo Workers and Assistants Local 8. Drug and Alcohol Testing may only be performed on member 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 other 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 an 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 results of tests performed on my body fluid (*) specimen by the testing laboratory. The testing laboratory is only authorized to confirm The Designated Employer Representative.

(*) body fluids test will normally utilize urine specimens, breath an / or blood. Tests which entail the withdrawal of blood by a qualified medical person may be exercised in situations involving 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

SECTION 14

Saving Clause

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

SECTION 15

Union Dues Deduction

During the life of this Agreement, each employer agrees to deduct membership dues, levied by Local No. 8 of the B.A.C., in accordance with its Constitution and ByLaws, from the pay of each bricklayer or apprentice for whom it has on file an unrevoked "Authorization and Direction" for check off dues. For purposes of filing such "Authorization and Direction," the employer regards the file of B.A.C., Local No. 8 as its own and expressly authorizes the Local Union 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 provision of said Authorization and Direction form, and in the amount of three and one half (3 ° %) percent 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. Payments and reports for each monthly contribution period shall be mailed or delivered to the Central Collection Agency on or before the fifteenth (15th) of each month.

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

SECTION 16
Building Trades Council
Dues Deduction

Effective June 1, 2008 the Employer agrees to deduct from each Employee's wages and to transmit to the Building Trades Council the sum of one (.01) cents per hour 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, claims, demands and liabilities that may arise out of or by reason of deductions and payments made pursuant to this Section.

SECTION 17
Construction Advancement Program

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 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 direct support of contractors in the event of a strike and shall not result in direct financial benefit to any participating individual, firm or corporation.

The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective May 1, 1979, 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 1, 2004 said amount shall be fourteen (.14) cents per hour.

The consideration for this agreement are as follow:

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 and Vacation Funds;

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

The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment an 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 ten (10%) percent 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.

SECTION 18

Employment

On any job in the jurisdiction of Local No. 8 Ohio, the first mechanic and first assistant on any job shall be from Local No. 8, Ohio, he shall be Steward and be appointed by Business Agent. Out of town contractors shall be allowed to bring in one key man as Journeyman and one Helper, then a one to one ratio shall be in place.

SECTION 19

Pension

Bricklayer Local No. 8 Pension Plan

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. Apprentice Tile Finishers begin to

receive pension contribution after 750 hours.

Reports and payments are due on the fifteenth (15) of the month following the previous month's work period. The union reserves the right to withhold the employees after (10) working days.

SECTION 20
The Bricklayers and Trowel Trades
International Pension Fund

Except as otherwise provided Employer(s) and Union parties to this agreement regarding pensions or retirement for employees covered by this agreement is as follows:

1. (a) Commencing in the first day of June, 2008, and for the duration of the Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund for each employee covered by this Agreement, as follows:

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

(c) For the purpose of this Article, each hour paid for, including hour attributable to show up in 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. Apprentice Tile Assistants begin to receive pension contributions after seven hundred and fifty (750) hours.

(e) The payments to the Pension Fund required 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 who 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 provisions 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 liquidation 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 Fund 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.

SECTION 21

Health and welfare Fund

The Builders Association of Eastern Ohio and Western Pennsylvania, the Western Reserve 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 Local No. 8 for each and every hour paid to each employee. For the purpose of this clause, "hours paid" 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 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 payment 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, 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 case be equal to (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 or 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 to the Welfare Fund, including 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 reports shall state whether or no during the month with respect to which such report is due, and 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 or 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 and administration.

To this end, any person, whether Trustee, Employer, Union Business Agent 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 an employee, after due notice that his employer is delinquent 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 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 all 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.

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 Local No. 8, Ohio, wishes to withdraw from the current Health and Welfare Program, a thirty (30) day written notice, prior to the 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 Section 21 of the contract to negotiate language to allow for the withdrawal from the current Health and Welfare Program.

SECTION 22
Ohio Bricklayers Local No. 8
Security Fund

The Ohio Bricklayers Local No. 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 fifty cents (.50) per hour for each hour paid to each journeyman and apprentice. The payments shall be made monthly to the Central Administrative Agency. The above rate may change during the term of the agreement.

IN WITNESS WHEREOF, we the undersigned authorized representatives of the Mahoning Valley Tile Contractor Association of Youngstown, Ohio, and the Tile Layers, Marble Masons and Terrazzo Workers and Finishers of the Local No. 8, Ohio, B.A.C. hereunto affix our hands at Youngstown, Ohio.

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

By:

**THE MAHONING VALLEY TILE CONTRACTORS
ASSOCIATION IN AFFILIATION WITH THE
BUILDERS ASSOCIATION OF EASTERN OHIO AND
WESTERN PENNSYLVANIA**

By:

Jeff Mason, Norm Barron

By:

John H. Watkins

Labor Relations Director

Builders Association of Eastern Ohio and Western Pennsylvania

**TILE SETTERS, MARBLE MASONS, AND
TERRAZZO WORKERS AND ASSISTANT
MEMBERS OF BRICKLAYERS AND ALLIED
CRAFTS INTERNATIONAL LOCAL UNION NO. 8,
OHIO**

By:

Dennis Hageman

Flory Fernandez

Dan Zavagno

The Undersigned, desiring to become additional parties to the collective bargaining agreement between the Mahoning Valley Tile Contractors Association of Eastern Ohio and Western Pennsylvania and the Tile Setters, Marble Masons and Terrazzo Worker and Finisher members of Local No. 8 of Ohio, B.A.C., 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.

(Name of Employer)

Address _____

City and State _____

By _____
(Authorized Representative of Employer)

Date _____ Phone _____

(Fax Number)

(IRS)

(Unemployment)

**MARBLE, TILE AND TERRAZZO WORKER
AND FINISHER - LOCAL NO. 8**

By _____

(Title)

(Date)