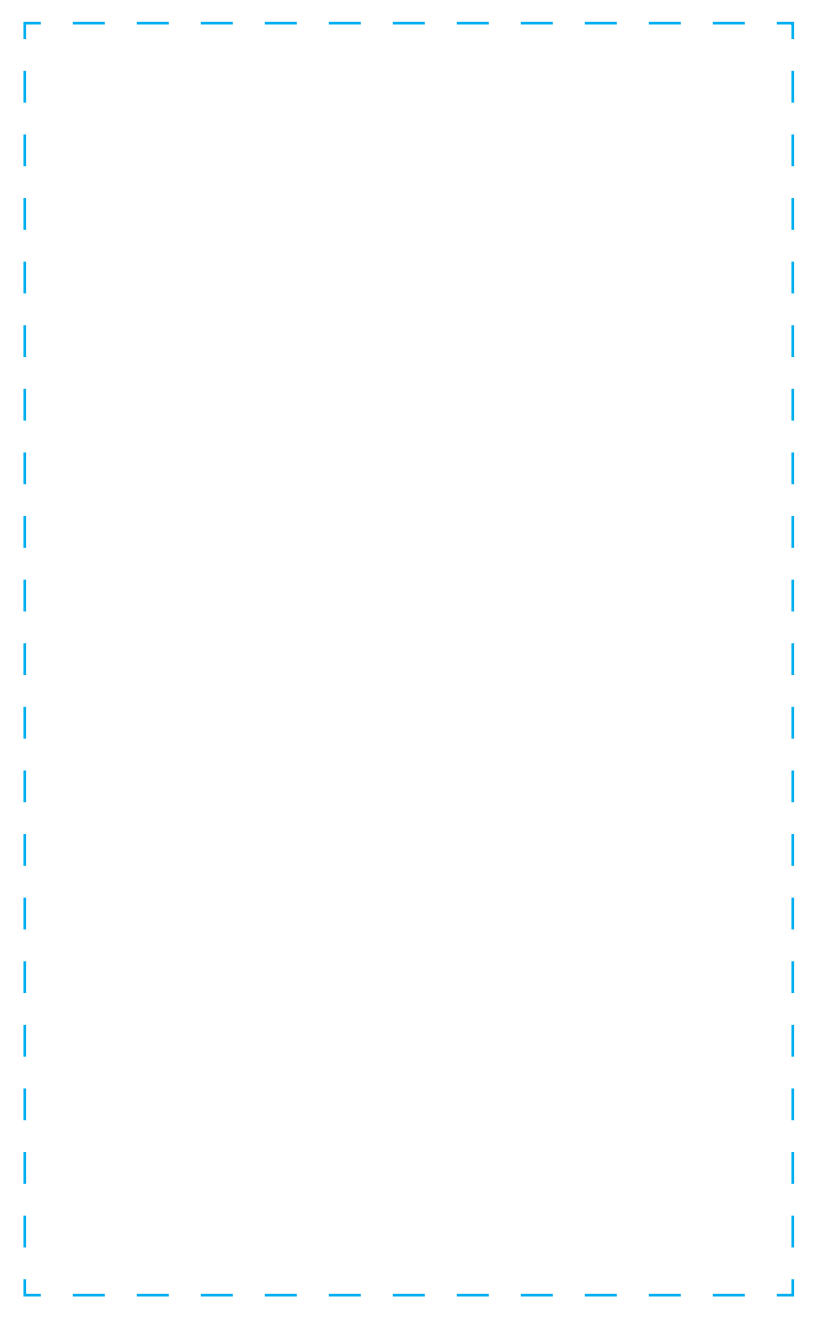


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AGREEMENT

This Agreement is entered into this first day of May, 2008 by and between the TILE LAYERS LOCAL NO. 36 OF OHIO, International Union of Bricklayers and Allied Craftworkers, Party of the First Part, also referred to herein as the Union, and TILE-MARBLE-TERRAZZO CONTRACTORS OF NORTHEAST OHIO which is affiliated with the CONSTRUCTION EMPLOYERS ASSOCIATION OF CLEVELAND, OHIO, Party of the Second Part, also referred to as the Contractors.

The life of this Agreement is from May 1, 2008 to Midnight April 30, 2012.

ARTICLE I TERRITORY

This Agreement covers the territory awarded by the Ohio District Council. Jurisdiction includes the Counties of Cuyahoga, Lake, Geauga, Medina, Lorain and Ashtabula.

ARTICLE II WORK COVERED BY THIS AGREEMENT

Section 1. This Agreement pertains to the setting, slabbing or installing of all classes of TILE, RESILIENT FLOORING, WOOD, LINOLEUM, 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 Administrative District Council.

Section 2. Tile Layers' work shall consist of but not limited to:

(a) The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade, roofs, exterior veneers, stair treads, stair risers, facing, 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 foundations or materials that may be required to properly set and complete such work.

(b) The application of a coat or coats of mortar, prepared to proper tolerance to receive tile on floors, walls and ceilings regardless of whether the mortar coat is wet or dry at the time the tile is applied to it.

(c) The setting of all tile bonded with mortar, where the bed is floated, screeded, slabbed or buttered and where joints are not filled in the same operation.

(d) The setting of all tile by the adhesion method with organic and/or inorganic thin-bed bonding material where such bonding material is applied to the backing surfaces and for the back of tile units or sheets of tile.

(e) The setting of all tile as herein provided shall include the installation of accessories and insertion of decorative tile inserts in other materials.

(f) The setting, sealing and installation of prefabricated tile systems and/or panels.

(g) The laying of all special designs of wood, wood composition, cork, plastic, rubber, carpet, whether laid in or glued; all necessary preparatory work; scraping, sanding, leveling of underlayments and the spreading of any glue compositions or substitute material.

(h) The measuring, layout, cutting, fitting, sewing, sizing, binding, seaming, laying and installation of carpet on the job or in the shop, and repairing of carpets, either by hand or power machines.

(i) The Tile Layers shall assist the Finisher in the unloading and distribution of all materials under its jurisdiction. The Tile Layers shall assist the Finisher with scrape and sweep in all areas that our said work will cover. The cleanup and removal of all waste and material used in connection with said work shall be placed in the dumpster by the Tile Layer or Finisher.

Section 3. "TILE" is herein defined as the following products which are not to exceed 1-1/2 inches in thickness:

(a) All burned clay products, as used in the Tile Industry, either glazed or unglazed.

(b) All composition materials, marble tiles, glass mosaics and substitute materials for tile made in tile-like units.

(c) All man made and imitation stone including Zodiac Stone, Caesar Stone, Sile Stone, Cambria, Tetrastone, PEP Stone, Techno Stone, River Stone, Techni Stone, Retro 2000 Stone, and Bergamo Stone SLR.

(d) All mixtures in tile-like form of cement, metals, plastics and other materials, that are made for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls in swimming pools, ceilings, and all places where tile is used to form a finished interior or exterior surface for practical use, sanitary finish or decorative purposes including Terra Top Mapei. (TERRAZZO).

(e) All terra cotta called unit tile in sizes 6" x 12" or under, regardless of method of installation, quarry tile 9" x 9" x 1-1/4" 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, joining, and pointing of above materials shall be the work of the craft installing the same.

All clay products known as terra cotta tile, unit tile, ceramic veneer and machine made terra cotta, and like materials, 6" x 12" and less, regardless of the method of installation.

Where the preponderance of material to be installed comes within the provisions of this section and where there is also some material in excess of the sizes provided for in this section, the tile layer shall install all such materials.

All caulking required on installations performed by the tile layer shall be the work of the tile layer.

(f) It is hereby agreed that the cutting of all tile by machinery or tools on the job site shall be the work of the Tile Layers exclusively.

(g) This Agreement pertains to work allotted to Tile Layers by the International Union of Bricklayers and Allied Craftworkers' Constitution, Article XI, Section 9.

(h) Terrazzo tile or Boiardi tile or substitutes for the above material, shall be the work of the Tile Layers.

ARTICLE III **ARBITRATION AND ENFORCEMENT OF AGREEMENT**

Section 1. No Strike – No Lockout

Arbitration and Enforcement of Agreement:

The company shall not cause, permit or engage in any lock-out of its employees during the term of this Agreement.

The Union shall not authorize, cause, engage in or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing or other concerted interference against the Employer, or occurring at/or around the company's office or work locations during the term of this Agreement.

Section 2. The parties to this Agreement shall establish a Joint Arbitration Board consisting of three representatives selected by the Local Union and three representatives selected by the Association, to resolve disputes over the interpretation and application of this Agreement. The Board shall meet at least once a month, or on call, to settle complaints, abuses or grievances. It is further agreed that should occasion require any alterations or amendments to this Agreement, the party desiring such alterations or amendments shall submit same in writing to the Board. The Union and Employer representatives at a session shall have an equal number of votes on all matters coming before the Joint Arbitration Board, regardless of the number of Union or Employer representatives present at the session.

It is specifically agreed that any controversy (except jurisdictional disputes) arising out of this Agreement involving the interpretation of its terms and conditions, shall be settled in accordance with the grievance procedure set forth in this Article. No grievance shall be recognized unless it is called to the attention of the employer by the Union or to the attention of the Union by the Employer within five (5) days after the alleged violation is committed or discovered.

Grievances shall be handled in the following manner:

(a) The grievance shall be referred to the jobsite Union steward and to the foreman for adjustment.

(b) If the grievance cannot be settled pursuant to paragraph (a) of this Section, the grievance shall be referred on the following day to the Business Manager of the Union and the Employer.

(c) If the grievance cannot be settled pursuant to paragraph (b) of this Section within three (3) working days excluding weekends and holidays, the grievance shall be submitted within 48 hours to the Joint Arbitration Board for consideration and settlement.

(d) If the Joint Arbitration Board cannot reach a satisfactory settlement within five (5) working days, not including weekends, and holidays, following a referral of the grievance to the Board, it shall immediately select an impartial arbitrator to review with the Board all evidence submitted relating to the dispute and then cast the deciding vote. If the Joint Arbitration Board cannot agree on an impartial arbitrator, the impartial arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the American Arbitration Association. All expenses of the impartial party shall be borne equally by the Union and the Employer. The decision reached by the Joint Arbitration Board with the assistance of the impartial arbitrator shall be final and binding upon all parties.

(e) When a settlement has been reached at any step

of this Grievance Procedure, such a settlement shall be final and binding on all parties, provided, however, that in order to encourage the resolution of disputes and grievances at Step (a) and (b) under Section 2, the parties agree that such settlements shall not be precedent-setting.

(f) The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond within the time limits provided above, without a written request for an extension of time, shall be deemed a waiver of such grievance without prejudice, and shall create no precedent in the processing of and/or resolution of like or similar grievances or disputes.

ARTICLE IV **BONDING OF EMPLOYERS**

All employers or T-M-T contractors who employ members of the I.U. of BAC shall be required to register with the Local Union and will present to the Union the following information in good order and up to date prior to entering this jurisdiction:

1. Ohio Workers' Compensation.
2. Ohio Unemployment Compensation.
3. Employers Registration or Federal Identification Number.
4. 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 fringe benefits and other negotiated contributions. All contractors must stay current with their bonding requirements. Any contractor 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 – The bond shall be established by the Joint Negotiation Committee.

ARTICLE V
CONTRACTING OF LABOR

Section 1. It is contrary to the sound business principles and the spirit of this Agreement for any employer to work with the tools, thus depriving workmen of employment.

Section 2. Any Employer who works with the tools must become a member of the Union.

Section 3. In the event any signatory contractor sublets all or any portion of the work covered by this Agreement, said contractor agrees that such said sub-contract shall be made only to a subcontractor who has executed an Agreement with the Union signatory hereto and who employs one or more Tile Layers.

Section 4. The contractor shall not employ Tile Layers on a square-foot basis, or demand any given amount of work for a lump sum; or demand a certain amount of work to be done in a given time.

Section 5. The Union shall not restrict its members to limit the amount of work they shall do in a given length of time, but shall require its members that work be completed in a workmanlike manner and in accordance with the Local Standards of the trade as determined by the Joint Arbitration Board.

Section 6.

(a) Any Tile Contractor coming into the jurisdiction of Tile Layers Local No. 36 and signing the Agreement is allowed to bring in his foreman (1) or Key man. Additional men required are to be through Local No. 36.

(b) The handling of materials on the job site relating to the installation of tile shall be supervised by the Tile Layers.

Section 7.

(a) There will be a ten (10) minute recess or coffee break each morning.

(b) In the afternoon employee may carry a beverage with them on the job and drink coffee or any other non-alcoholic beverage at any time of their choosing at their work station provided it does not interfere with the progress on the job. All breaks must be taken.

ARTICLE VI
PAYMENT OF WAGES, TRAVEL AND SUBSISTENCE

Section 1.

(a) The total wage/fringes for Tile Layers from May 1, 2008 through April 30, 2009 shall be \$39.11 per hour.

The following is a breakdown of the wage rate for May 1, 2008 through April 30, 2009.

Total Negotiated Wage Package\$ 39.11 per hr.

CONTRIBUTIONS "PER HOUR"
NON TAXABLE/PAID AT "HOURS WORKED"

Health & Welfare Fund\$ 5.35 per hr.
Local Pension Fund.....3.75 per hr.
International Pension Fund1.35 per hr.
International Masonry Institute (IMI)44 per hr.
Local Apprenticeship Fund.....20 per hr.
Construction Ind. Service Program (CISP) 10 per hr.
TAXABLE WAGE RATE.....\$ 27.92

DEDUCTION PER HOUR
TAXABLE/PAID AT "HOURS PAID"

Dues Check-off\$ 1.74 per hr.
Vacation fund1.85 per hr.

May 1, 2009 thru April 30, 2010
Increase wages/fringes.....80 per hr.
May 1, 2010 thru April 30, 2011
Increase wages/fringes.....1.00 per hr.
May 1, 2011 thru April 30, 2012
Increase wages/fringes.....1.00 per hr.

(b) One dollar and eight-five cents (\$1.85) per hour shall be deducted from the employee's wage rate and shall be remitted to the Vacation Fund. The Vacation Fund deduction shall be deemed wages and shall be included in gross income when computing payroll deductions. Said Vacation Fund deduction to Local No. 36 shall be paid at **HOURS PAID**.

(c) An assessment of 4.5 % of the gross wage rate per hour is to be deducted from wages of members of Local No. 36, who are employed, and all Tile Layers, Improvers and Apprentices working in the jurisdiction of Local No. 36. Said assessment to be designated for dues check-off to Local No. 36 at **HOURS PAID**.

(d) When free parking is not available within one-quarter (1/4) mile of the jobsite, the Tile Layer will be reimbursed for parking, not to exceed four dollars (\$4.00) per day. Receipts must be presented by the Tile Layer.

(e) All applicable legal City, State and Federal Taxes shall be deducted by the Employers from the wage rate prior to the deduction of the Vacation fund and the dues check-off assessment.

Section 2.

(a) The following rate pertains to the classes of: resilient flooring, wood, laminate, carpet and carpet tile. This rate will be 70% of the commercial rate and includes: Medical Dollar Bank, Annuity, IMI and dues @ 4.5% of the gross.

Section 3.

(a) The Contractor shall pay the Tile Layer by a negotiable check for services and expenses each week and shall pay in full up to within four (4) days of their regular payday and the payroll shall be distributed on the job no later than 4:00 P.M. on Wednesday of the same week. In cases where arrangements have been made to mail checks, then said checks shall be mailed in sufficient time that employees will receive same at the residence on Wednesday of the same week. If a Tile

Layers is laid off, his wages are due and payable immediately at the time of lay off or discharge in compliance with the Ohio State Labor Code.

(b) The employee shall receive a check stub for each check showing the Contractor's name and address, the pay period covered, regular and overtime hours worked, employee's deductions to Health & Welfare, Pension Funds, Savings Plan, Apprenticeship Fund, and all deductions required by law.

(c) It is agreed that upon thirty (30) days written notice from the Union that the employees may increase or decrease the contribution and deductions from the wages to any of the designated funds, namely the Health & Welfare, Pension Funds, Savings Plan, Apprenticeship Fund and the dues check-off assessment. In other words, if the employees wish to increase their contributions and deductions it comes out of their wage and if they wish to decrease their contributions and deductions the amount is restored to their wage.

(d) It is understood that Tile Layers Local No. 36 has the right to withdraw manpower for a contractor's failure to make fringe benefit contributions.

Section 4.

(a) The following amounts shall be paid to cover expenses and subsistence and the County lines shall be used as the center point radius as determined by the Automobile Club Map. These expenses shall be shown as such on the pay check stub.

(b) The same rate of pay shall apply regardless of the means of transportation used by the employees.

(c) When jobs are beyond the sixty (60) mile radius, employers are to furnish room and board or a subsistence allowance of \$25.00 per day worked and \$25.00 per day for Saturdays, Sundays or Holidays.

(d) When jobs are beyond the sixty (60) mile radius, it is necessary to pay only one round trip fare to each job or a

section thereof. When jobs are under the sixty (60) mile radius the Tile Layer shall be paid twenty-five cents (.25) per mile from the county line to the job and also return. When commuting to these outlying areas, they shall be on the job at 8:00 A.M. and remain until 4:30 P.M. or at the designated starting and quitting time.

Both parties agree that the employer on any job shall determine the number of Mechanics to be employed.

Section 5. Each foreman shall be a Journeyman Tile Layer and shall be responsible for the installation of work under his supervision as to quality of workmanship. The Foreman rate shall be \$1.50 per hour additional, after the fourth man is hired on the job.

Apprentices classified as first year Apprentices on a project with Journeymen Tile Layers shall not be considered a crew. Any one tract of homes shall be defined as a single job.

Section 6.

(a) An Employee who reports for work, without prior notification from the Employer not to report for work, shall be paid Forty-Five Dollars (\$45.00) without benefits. If an Employee commences work, weather permitting, and works in excess of two (2) hours, the Employee shall be guaranteed an additional two (2) hours' pay. Employees who report and are available for work at the starting time of the shift shall be covered by this provision. An Employee shall not be required to work under any condition that may endanger his health or safety.

(b) All men dispatched to work upon the request of the Contractor shall be guaranteed two (2) hours' pay unless declared incompetent by the contractor. If the Contractor declares an employee incompetent, the Contractor shall file a letter of protest, with the Joint Arbitration Board, together with the two (2) hours' pay for the employee. The Joint Arbitration Board will decide whether or not the employee is competent. If the employee is declared competent, he shall receive the two (2) hours' pay. If the employee is declared incompetent, the two (2) hours pay will be returned to the Contractor.

Section 7.

(a) Five (5) days, consisting of not more than eight (8) hours a day, Monday to Friday, inclusive, shall constitute a week's work. All parties agree that eight (8) hours per day is the most practical unit, and the contractors agree to limit the Tile Layers' hour to eight (8) hours per day, the hours to be between 8:00 A.M. to 4:30 P.M. with one-half hour for lunch. The regular lunch period will be between twelve o'clock (12:00) noon and twelve-thirty (12:30) P.M. or at the midpoint of the working day. The employees can work flexible starting times between six o'clock (6:00) A.M. and eight o'clock (8:00) A.M.

The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour week, provided that it does not conflict with Federal, State or Local regulations or laws.

The Employer can change from one such schedule to the other, subject to the limitations that it will give to the Union at least seven (7) calendar days' notice of such change and maintain such shift for a minimum of one work week. When five (5) eight hour days are worked, Monday through Friday inclusive, there will be no make-up day on Saturday.

When the four (4) ten hour work week is in effect, the standard workday shall be established consecutive ten hour periods between the hours of 6:00 A.M. and 6:00 P.M. exclusive of the thirty (30) minute lunch period. 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.

(b) Saturday will be worked as a make-up day if any time is lost outside of the employing contractors control Monday thru Friday and if thirty two (32) or less hours have been worked straight time will be paid up to a total of forty (40) hours worked.

Any hours worked past 8 hours in one day shall be paid at 1-1/2 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 other trades working with the T-M-T crew receives 1-1/2 times pay for the make-up day, the T-M-T crew will receive the same 1-1/2 times rate.

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. Only the employees working on the job during the regular week will be permitted to work the Saturday make-up day. The on-site employer representative shall notify the Local Union office before any Saturday make-up day is worked.

If the BAC member works on a Saturday as a make-up day they are guaranteed four (4) hours if worked until 12:00 noon, if after 12:00 noon; eight (8) hours is guaranteed.

Section 7. The wages for any work in excess of eight (8) hours in any one day shall be paid at the rate of time and one-half, and in excess of ten hours, at the rate of double time. No Tile Layers shall be employed after 5:00 P.M. unless the above rates are paid, with the exception of shift time, as defined in Article VI, Section 8.

Section 8.

(a) When a contract calls for shift time, shifts may be worked in the following manner upon notification to the Local Union.

First Shift – 8:00 A.M. to 4:30 P.M. Eight hours work for eight hours pay.

Second Shift – Seven and one-half hours work for eight hours pay, plus \$.25 per hour.

Third Shift – Seven hours work for eight hours pay, plus \$.50 per hour.

No Tile Layers shall be permitted to work more than one shift in any twenty-four (24) hours.

(b) On any job where the general contractor has an early starting time, the Union will grant permission as per schedule of the General Contractor's Agreement.

Section 9.

(a) OBSERVANCE OF HOLIDAYS – Sundays and the herein after mentioned holidays shall be paid two (2) times the regular rate of wages. The observed holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Labor Day or BAC Annual Picnic Day shall not be worked except in extreme cases of emergency and then only when duly authorized and sanctioned by the Business Representative of the Union. Any holidays mentioned in this Agreement shall be celebrated by employees covered herein on the date observed by the Federal Government. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hours worked.

(b) When for reasons beyond the control of the Contractor, it is impossible to work a crew in the daytime, Monday through Friday, namely work in occupied stores, hotels, office buildings, banks, etc., the employer may be permitted to work at the following wage rates, on job 7.5 hours, paid for 8 hours, one half hour lunch provided, however, that he first gets the approval from the Business Manager.

(c) A Tile contractor has the right to declare a Friday preceding a Holiday which falls on a Saturday, a legal Holiday as above mentioned, as a non-workday, but must give a week's notice.

Section 10. In the event emergency work on a holiday is necessary, twenty-four (24) hours notice shall be given to the Arbitration Board, who shall immediately conduct an investigation. The Arbitration Board shall decide whether or not the employees will be permitted to work on the holidays set forth in Section 9 above. Emergency work is defined as the work

which must be done for the protection of life and/or property or that work necessary for continuity of a building program.

Section 11. Subsistence Pay, Travel Pay and Bonuses are not to be considered wages and must be in a separate check other than a payroll check.

ARTICLE VII DELINQUENT PAYMENTS

If the employer shall prove to be habitually delinquent in fringe benefit payments, the Union shall require the Employer to make fringe benefit payments on a weekly basis up to one year. The Fund Trustees will determine the actual time limit.

ARTICLE VIII AUDITS

If is further understood and agreed by and between the parties that duly authorized representative of any of said Trust Funds or Plan shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees for whom the Employer is obligated to make contributions.

ARTICLE IX HEALTH AND WELFARE PLAN

Section 1. From May 1, 2008 through April 30, 2009 unless increased by Article VI, Section 2 (c), the Employer shall, in addition to the wage payment, report and remit to the Ohio Bricklayers Health and Welfare Plan administrator's office the following contributions for all hours of work performed for Employers by any Journeyman, Improver or Apprentice properly employed under the jurisdiction and authority of Tile Layers Local No. 36 of Ohio, and within the geographical limits of said Local Union's jurisdiction.

(a) FIVE dollars and THIRTY FIVE cents (\$5.35) for each HOUR WORKED.

(b) The payments made to said Plan shall not constitute or be deemed wages due the employee nor the property of the Employers, and the same shall continue to be held in accordance with the laws of the United States, the State of Ohio and the Agreements, Declarations of Trust, By-Laws, Rules and Regulations duly established, adopted, arbitrated or amended with respect to said Plan, and the Benefit Plan of said Fund shall be and remain qualified under applicable provisions of the Internal Revenue Code of the United States.

(c) The Employers will abide by all rules and regulations duly adopted by the Funds Trustees, including such, which from time to time impose administrative interest expenses and assessment charges on delinquent Employer reports and remittances.

ARTICLE X

CONDITION OF EMPLOYMENT

Section 1. It is agreed that all workmen covered hereby shall be or become on the eighth (8th) day after employment, and remain continuously, member in good standing of the Union, signatory hereto and on whose behalf this Agreement is executed as a condition of employment.

Section 2. The parties agree that applicants for employment shall be employed and employees shall be treated during employment without regard to their race, creed, color, religion, sex, national origin or ancestry.

It is not the intent to discriminate by the use of gender; thus, use of the masculine gender or pronoun shall be construed to include the feminine gender, as well.

Section 3. In the employment of workmen for all work covered by this Agreement, the following provisions shall govern:

(a) Only qualified workmen shall be permitted to work under this Agreement. A qualified workman shall be defined as a person who has three (3) years experience in the setting of ceramic tiles. The provision of this Section 3, Paragraph (a), shall not apply to Apprentices or Apprentice Improvers.

Section 4. Indentured Apprentices and Apprentice Improvers shall be governed by rules and regulations of the Joint Apprenticeship Committee.

Section 5. The Business Agent upon request may inspect the paycheck and/or pay stubs of any given week of all Tile Layers' Local No. 36 Improvers, Apprentices and all other union members working in its jurisdiction.

Section 6. The Employers shall call upon the Union or its agents for such qualified workmen as they may from time to time need, and the Union or its agents shall immediately furnish to the Employers the number qualified workmen needed.

Section 7. The Employer shall have the right to declare the competency of the employee and hire or not hire accordingly. The Employer retains the right to reject any workman referred by the Union for intoxication, illegal substance abuse, lack of sufficient tools, improper work clothes/shoes or lack of adequate transportation.

Section 8. Any workman who is denied employment by reason of the application of this Article X shall have the right to appeal to the Joint Arbitration Board as set forth in this Agreement, which the Board shall have the authority to renew and consider all the issues presented through such appeal. The decision of the Joint Arbitration Board shall be final and binding on all issues presented in connection with appeals under this Article X.

ARTICLE XI
CONSTRUCTION INDUSTRY
SUBSTANCE ABUSE PROGRAM

The parties recognize the problem created by drug and alcohol abuse, the need to foster drug-free workplaces, and the importance of a prevention and treatment program. The parties have a joint commitment to protect people and property and to provide a safe working environment.

The purpose of the Program is to establish and maintain

a drug-free, alcohol-free, safe and healthy environment for all employees. The Construction Industry Substance Abuse Program, as adopted by The Ohio Administrative District Council, is incorporated by reference and may be obtained, upon request, from the Union or Construction Employers Association.

ARTICLE XII HARRASSMENT

The parties to this Agreement agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when the possibility of a problem happens or exists.

ARTICLE XIII EQUIPMENT

Section 1. No Tile Layer shall furnish a truck or trailer for his Employer, regardless of whether he is compensated or not, and no Tile Layer shall be required to haul materials in his car other than small amounts of articles generally considered as not being harmful to any car.

Section 2. The following equipment is a part of the Employer's equipment and must be furnished by him: Mortar boxes, mortar boards, straight edges, float strips, tubs, sponges, cheese cloth and power equipment (when needed). Hoes and buckets will also be furnished by the Employer on jobs where no helper is employed.

Tile Layers will not be required to furnish any of the above equipment, but shall be required to keep them clean and cared for.

The Employer shall also furnish all necessary tools and equipment that workmen need to use for epoxies, etc., also any equipment necessary to eliminate hazards pertaining to skin infections.

Section 3. Workmen shall not be required to report to the

Contractor's shop or yard for the purpose of loading or driving loaded equipment.

Section 4. No Tile Layer shall be required to work under conditions that are in violation of the State Safety Orders, issued by the Division of Industrial Safety of the State of Ohio.

Section 5. The contractor shall furnish all safety clothing and breathing apparatus when workmen are using highly toxic and flammable materials. When work is to be performed in a poorly ventilated room and highly toxic materials are used, the contractor shall furnish fans in order to recirculate the air so the workmen will not be in jeopardy of their safety.

Section 6. The Contractor shall maintain State Industrial Insurance and abide by all of the requirements of Federal and State Governments, Social Security Laws, and the payment of Unemployment Insurance. The Contractor shall also abide by all the rules of this Agreement and furnish the Joint Arbitration Board with a copy of the Industrial Compensation Certificate and his Employer's number of Unemployment Insurance.

Section 7. On all jobs, there will be two (2) Tile Layers (if warranted).

Section 8. The use of personal (non-business) cellular telephones shall be prohibited during working hours. The use of the above stated item shall be restricted to recognized break times. Cellular telephones may be carried to receive emergency calls if no telephone is provided on site by member's employer. Employees shall be permitted to carry such devices provided they notify their Employer regarding their circumstance(s). The abuse or misuse of the above stated devices will be cause for one verbal reprimand and a second occurrence must be written and copy of the reprimand given to the employee, the third offense can lead to cause for dismissal. Personal pagers are permitted.

ARTICLE XIV

APPRENTICES AND APPRENTICE IMPROVERS

Section 1. In order to maintain and ensure an adequate

number of qualified Tile Layers for employment in the Industry; the parties agree to set up, organize and maintain consistently with the provisions of the Apprentice Labor Standards Act of the State of Ohio. A training program for apprentices and other persons employed or employable under this Agreement and for this purpose shall enter into the Northern Ohio Bricklayers and Allied Craftworkers Training Center Fund.

Section 2.

(a) Joint Apprenticeship Committee shall consist of six members: Three of whom shall be Journeymen or their representatives of the Union signatory hereto, and three of whom shall be Tile-Marble-Terrazzo Contractors Association of Northeast Ohio, or their representatives. Two alternates shall be appointed to the committee – one by the Employer’s Association and one by the employee’s organization. In addition, there shall be one advisor from the Local School District, and one apprenticeship consultant, representative of the State Division of Apprenticeship and Training, U.S. Department of Labor and such other advisors as the Joint Apprenticeship Committee shall determine.

(b) The Joint Apprenticeship Committee shall be responsible for the administration and supervision of the Standards which, among other things, includes a progressive schedule of wages, on the job training, periodic examinations, ratio, classroom instruction and adjustment of complaints.

(c) The local Joint Apprenticeship Committee may seek assistance from the parties signatory to this Agreement, or any other agency interested in the furtherance of apprenticeship training.

Section 3. The Contractor will endeavor to keep the apprentice employed and will not dispense with his services, except for just causes.

Section 4. Apprentice Pay: Apprentices shall be paid not more than the following percentages of the total taxable wages of a Journeyman as follows:

1 year	1st 30 days	35%
	2nd thru 6th month	40%
	2nd 6 months	45%
2nd year	3rd 6 months	50%
	4th 6 months	58%
3rd year	5th 6 months	65%
	6th 6 months	75%
4th year	7th 6 months	82%
	8th 6 months	90%

After the first thirty (30) days the (journeyperson's) Health and Welfare contribution will be paid on the apprentice's behalf, plus dues check-off during this period. At the end of the first 6th month period the International Pension, Apprenticeship Fund, International Masonry Institute Fund, Local Pension and Construction Industry Service Program (CISP), shall be paid on the apprentice.

In the first two (2) years of apprenticeship the apprentice is not covered on the Vacation Plan, and no deductions shall be made for same.

Section 5. Apprentice Requirements.

(a) All Apprentices shall enter into a written agreement with the local Joint Apprenticeship Committee and said Agreement shall be registered with the State of Ohio. All new applicants shall serve probationary period of not more than thirty (30) days. For the first thirty (30) day working period – no fringes shall be paid, except dues assessment. Failure on the part of the Apprentice to satisfactorily complete his obligations in this period will result in the automatic cancellation of his application.

(b) Apprentices may become Journeymen only upon satisfactorily passing the Journeymen's examination but shall not be permitted to take such examination until they have

completed at least six thousand (6000) hours of employment upon the work covered by this Agreement, in addition to five hundred seventy six hundred forty (640) hours of schooling.

Section 6.

(a) The local Joint Apprenticeship Committee shall in cooperation with the local Board of Education, determine the establishment and scheduling of related and supplemental instruction classes, if applicable.

(b) The parties of this Agreement agree that all Apprentices shall attend these related classes, as assigned by the local Joint Apprenticeship Committee.

(c) The local Joint Apprenticeship Committee shall have the authority to exercise disciplinary action of lay-off or removal from the job for failure to meet these minimum requirements in accordance with the terms of the local Joint Apprenticeship Standards and addendums hereto.

(d) It is agreed to allow the Apprentice time off from employment on the day he is to attend school in order that he may serve at school and that he shall be paid for said time off.

(e) Apprentice is to be indentured to the Contractor, not to the JAC.

(f) One Apprentice for every five (5) journeypersons.

(g) If Contractor is down to two (2) workers employed, one (1) must be an Apprentice (if he has one employed.)

(h) A first year Apprentice cannot work by him/herself, must have a least one (1) journeyperson working with them.

Section 7. No Apprentice shall be permitted to act as foreman. No Apprentice with less than one (1) year experience in the Trade shall perform any job unless accompanied by a qualified Journeyman.

Section 8. Any violation of these local Joint Apprenticeship Committee Standards by either the Contractor or Apprentice shall constitute a violation of this Agreement.

Section 9. The parties hereby agree to participation in the fund of the Northern Ohio Bricklayers and Allied Craftworkers Regional Training Center Trust (“RTCT”). Contributions for apprenticeship training set forth in the collective bargaining agreement will be remitted to the RTCT. One Union representative and one Employer representative will serve on the RTCT Board.

ARTICLE XV

PAYMENT OF PENALTY

Section 1. Payment of the penalty for not paying wages on time is the payment of double time for twenty-four (24) hours a day until the wages are paid.

Section 2. Payment of the penalty for giving a check which is not honored is the payment of double time for twenty-four (24) hours a day until check is paid.

Section 3. Section 1 and Section 2 are to take effect twenty four (24) hours after notification of the Contractor in default by any member of the Arbitration Board.

ARTICLE XVI

BRICKLAYERS AND TROWEL TRADES INTERNATIONAL PENSION FUND

Section 1. The Employer shall, in addition to the wage payments, contribute (\$1.35) One Dollar and Thirty Five Cents per hour for all hours of work performed for Employers by any Journeyman, Improver, or Apprentice properly employed under the jurisdiction of this Agreement to the Bricklayers and Trowel Trades International Pension Fund. This contribution is to be paid directly to the office of the Bricklayers and Trowel Trades International Pension Fund in Washington, D.C.

ARTICLE XVII
TILE LAYERS INDUSTRY PENSION FUND

Section 1. From May 1, 2008 through April 30, 2012, unless increased by Article VI, Section 2 (c), the Employer shall, in addition to the wage payment, report and remit to the FIRST MERIT BANK, the following contributions for all hours of work performed for Employers by any Journeyman, Improver or Apprentice properly employed under the jurisdiction and authority of Tile Layers Local No. 36 of Ohio, and within the geographical limits of said Local Union's jurisdiction.

(a) Three dollars and seventy five cents (\$3.75) for each HOUR WORKED.

(b) The payments made to said Fund shall not constitute or be deemed wages due the employees, nor the property of the Employers, and the same shall continue to be held in accordance with the laws of the United States, the State of Ohio and the Agreements Declarations of Trust, By-Laws, Rules and Regulations duly established, adopted, arbitrated or amended with respect to said Fund; and the Benefit Plans of said Fund shall be and remain qualified under applicable provisions of the Internal Revenue Code of the United States.

Section 2. The Employers will abide by all rules and regulations duly adopted by the Funds' Trustees, including such, which from time to time impose administrative interest expenses and assessments charges on delinquent Employer reports and remittances.

Section 3. The refusal of any member or members of the International Union to work for an Employer during any period when such Employer is delinquent in making proper reports, remittances or other required payment to said Funds and such refusal has been authorized or sanctioned by said Local Union, shall not be construed as a strike, stoppage of work or boycott within the purview of any existing, collective bargaining agreement entered into by said Local Union, nor a matter requiring arbitration under the provisions hereof.

ARTICLE XVIII

STEWARDS

(a) Each job having two or more men, the second man shall be the Steward, who is a Journeyman Tile Layer and a member of Local No. 36 and shall be the second to last man on the job. The Steward is to be appointed by the Business Agent.

(b) All Tile Layers or Apprentices or Improvers or any other Tile Layer working in the jurisdiction of Local No. 36 must have a paid up dues book, for inspection by the Steward. If a question arises over this section, the Steward must call the Business Agent immediately to settle all disputes.

(c) The Steward shall not be discharged or transferred without prior notice to the Union.

(d) The Steward shall have no authority to call a strike, slowdown work or perform any other act that would be in violation of this Agreement.

ARTICLE XIX

CONTRACT AMENDMENTS, UNION RECOGNITION

Section 1. It is mutually agreed that any amendments of this Agreement by the Joint Arbitration Board shall be binding on the Party of the First Part and the Party of the Second Part. 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 portions of the Agreement shall be considered binding upon the Parties hereto.

Section 2. The parties to this Agreement hold that the majority of employees working at any of the Employers' job sites want the Tile Layers Local No. 36 to represent them in collective bargaining relationships with the Employer.

Section 3. In order to establish a more unified working agreement and to create solidarity with signatory contractors and affiliate unions within the Ohio District Council of Bricklayers and Allied Craftworkers, it shall be agreed by both the Union and the Contractors to reopen this Agreement with the exception to the previously agreed wages, fringe benefits and Article III. Section 1 (no strike) to establish a district wide territorial agreement when two (2) or more territorial areas and Unions agree on the collective bargaining working conditions agreement.

ARTICLE XX

CONSTRUCTION INDUSTRY SERVICE PROGRAM (CISP)

Section 1. Employers subject to the terms of this Agreement who employ Tile Layers within the territory covered by this Agreement shall abide by all terms and conditions of the Construction Industry Service Program as follows:

1. Each Employer covered by this Agreement shall pay to said Trust ten cents (\$.10) for each HOUR WORKED by the Employer to each journeyman, apprentice or other employees within the bargaining unit.

2. The purposes of the Trust shall be to promote the common good of the construction industry in the Greater Cleveland area by providing financial support for various activities such as:

- a. Payment of management's cost in connection with joint apprenticeship programs in the construction industry.
- b. Payment of management's expenses in creating, operating, and maintaining of additional educational and training facilities for the benefit of the construction industry and its employees.
- c. Payment of management's expenses for the improvement of safety practices in the construction industry in the Greater Cleveland area.

- d. Payment of management's expenses in connection with the administration of activities jointly administered with unions in the construction industry in the Greater Cleveland area. (The Construction Industry Service Program is not a program jointly administered with the unions in the construction industry.)
- e. Payment of management's expenses in connection with the establishment of a public relations program for the benefit of the construction industry in the Greater Cleveland area.
- f. Payment of management's expenses in connection with the collection and distribution of wage and related data to all segments of the construction industry in the Greater Cleveland area to insure conformity by all Employers with the terms and conditions of such wage agreements.
- g. Payment of management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.

Section 2. Any Employer who does not pay the Construction Industry Service Program (CISP) contributions when performing under the General President's Agreement or National Maintenance Agreements, shall contribute a like amount to Northern Ohio Bricklayers and Allied Craftworkers Regional Training Center Fund for safety and training program assistance. The intent of this paragraph is to maintain economic competitiveness.

Section 3. It is agreed by the Employer that the Construction Industry Service Program Trust Fund shall not be used by lobbying in support of anti-labor Legislation of any kind at municipal, state or national levels, or to subsidize any contractor or contractor association in connection with any work stoppage or strike.

Section 4. The Trustees of said Program shall comply with all present and future federal laws governing the same.

Section 5. Payments shall be in accordance with such instructions and on such forms as are furnished by the Trustees. Delinquent contributors shall be subject to such penalties as the Trustees may prescribe from time to time.

Section 6. The Union shall have no participation or control of any kind or degree whatever nor shall the Union be connected in any way whatever with the Construction Industry Service Program.

ARTICLE XXI

FAVORED NATIONS CLAUSE

The Tile Layers Local No. 36, Ohio, agrees that if it should enter into an agreement which provides for terms or conditions of employment which are more favorable than those contained in this Agreement for specific projects, particular segments of the tile market or certain geographic areas, those same terms and conditions of employment will be made available to the Employer on specified projects, particular segments of the tile market or in those geographic areas covered. The only exceptions to this provision are (1) those initial agreements that are signed with newly organized employers to provide a bridge between those rates which are initially established and those which prevail for signatory contractors in the tile market in which the newly organized contractor is going to operate and (2) any instance in which a project is to be completed during a particular contract period, the job is delayed for reasons beyond the Contractor's control so that it falls into a later contract period, and the Union agrees to permit the work to be performed under wage rates in effect when the work was expected to be done. Any questions arising as to the meaning and application of this provision shall be arbitrated between the Employer and the Principal Officer of the Tile Layers Local No. 36, Ohio. If the question raised is not resolved to the satisfaction of both parties within one week of the first meeting between the Employer and the Principal Officer of Local No. 36, Ohio the dispute will be immediately referred to the Bricklayers and Allied Craftworkers and the Tile-Marble-

Terrazzo Contractors of Northeast Ohio (“TMTTCNO”) for final and binding resolution under the procedures of the 13 May, 1983 Dunlop Memorandum.

TMTTCNO must be notified of exceptions (1) and (2) noted above within five (5) working days.

ARTICLE XXII

WORKERS COMPENSATION SALARY CONTINUATION & ALTERNATIVE DISPUTE RESOLUTION

Section 1. An Employer may offer injured workers, eligible for Ohio Workers’ Compensation’s temporary total compensation benefit, salary continuation/wages in lieu of temporary total compensation. No injured worker shall be required to accept salary continuation/wages in lieu of temporary total compensation.

Section 2. Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight time hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the Employee goes off temporary total compensation. The Employer shall pay Health and Welfare Plan contributions on the salary continuation/wage payments.

Section 3. The Tile-Marble-Terrazzo Contractors Association shall prepare a form, to be approved by the Union, which shall be used by any signatory Employer desiring to offer an injured worker’s salary continuation/wages, plus Health & Welfare contributions. Said form must be signed by the Employer and injured worker and copies returned to the Association and Union.

Section 4. Both parties agree to begin meaningful dialogue on the topic of Alternative Dispute Resolution (ADR) with the end goal of developing a program that is mutually acceptable to Labor and Management once legislation is approved by the State of Ohio.

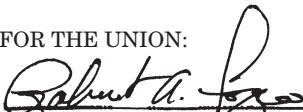

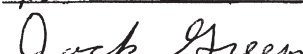
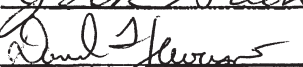

ARTICLE XXIII
CODE OF CONDUCT

Section 1. Labor and Management jointly acknowledge the need to increase market share and endorse the International Union of Bricklayers and Allied Craftworkers new Code of Conduct which promotes pride in craftsmanship, customer satisfaction and professional conduct and those items delineated within.

IN WITNESS WHEREOF, the parties hereto, by and through their authorized representatives, have hereunto set their hands at CLEVELAND, OHIO on this the 29 day of April, 2008.








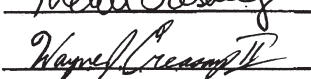
The Tile Layers Local No. 36 Of Cleveland, Ohio affiliated with the International Union of Bricklayers and Allied Craftworkers of America

FOR THE UNION:

 Robert Fazio
 Ken Kudela
 Jack Green
 Daniel L. Zavagno
 Jeremy Slivka

Tile-Marble-Terrazzo Contractors of Northeast Ohio, which is affiliated with the Construction Employers Association of Cleveland, Ohio

FOR THE CONTRACTORS:

 Victor Arsenia
 Lucinda Noel
 Robert Zavagno Jr.
 Douglas Taylor
 Bruno Moreal
 Kevin Mucko
 Mark Laskey
 Wayne Creasap, II

NOTES