

2017-2022

**WORKING
AGREEMENT**

Between

**THE INTERNATIONAL UNION
OF BRICKLAYERS AND
ALLIED CRAFTWORKERS
LOCAL 16, OHIO
Oh-Ky.A.D.C.**

9437 HAMILTON DRIVE
MENTOR, OHIO 44060

AND

**THE
NORTHEAST OHIO
CONTRACTOR'S ASSOCIATION**

*

**CLASSIFIED WAGE SCALES
FOR
LAKE, GEAUGA & ASHTABULA
COUNTIES**

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ARTICLE I

Craft Jurisdiction

Section 1. The Employer recognizes the Union's claim that the following classes of work come within the jurisdiction of Bricklayers & Allied Craftworkers Local No.16, Ohio, International Union (IU) of Bricklayers & Allied Craftworkers (B.A.C.) Ohio Kentucky Administrative District Council (Oh-Ky.A.D.C.)

Section 2. Laying of all brick, pointing and final cleaning of all new masonry; the cutting, grinding, and rubbing of all kinds of brick when the work is performed on the job.

Section 3. Cutting of openings sixteen (16) square feet or less in seventeen (17) inch masonry walls and thicker; and openings twenty-one (21) square feet or less in thirteen (13) inch walls and thinner; cutting of chases, except chases two (2) inches by two (2) inches or less, which can be cut by other trades for use in connection with their work not to exceed (8) hours time.

Section 4. Setting of all cut stone; the cutting and setting and pointing of cement blocks or artificial stone, with or without mortar; the laying of all rubble work with or without mortar; the cutting, setting, pointing and cleaning of terra cotta before being placed for setting on the wall.

Section 5. All plastering of exterior unit masonry walls below grade; partitions of hollow tile and gypsum blocks; arch tile floors and tile fireproofing of structural steel; mineral work, cork blocks, Styrofoam, acid brick, brick paving, alberene stone, boyardi tile or substitutes for the above material. Any coating installed over masonry for the purpose of surface bonding or block bonding.

Section 6. The B.A.C. member will drill all holes in the Precast, stone or masonry unit missed in the prefabrication of the Precast, stone or masonry units. The B.A.C. member will do all work required to anchor Precast, stone or masonry units including welding when done on job site. The B.A.C. member will use all air or electrical power tools in the performance of his duties.

Section 7. Applying all cold waterproofing and plastering all unit masonry walls below grade, applying all non-decorative waterproofing, applying all mastic or substitutes for mastics and back parging of all masonry walls above grade. The installation and preparation of all flashing materials within the wall system.

Section 8. The B.A.C. member shall caulk all openings and expansion joints that are built in masonry walls and all abutting units.

Section 9. The B.A.C. member shall fill in all masonry walls with mortar vermiculite or other insulating materials and concrete or sand. The B.A.C. member shall have exclusive control of the nozzle of pumps associated with the filling of masonry units. The installation of all horizontal and vertical masonry reinforcement materials used to reinforce the masonry structure.

Section 10. The B.A.C. member shall install against masonry walls clips or fasteners which are to receive insulating materials normally installed by the B.A.C member. The B.A.C. member may also use epoxy to install masonry units and to attach the afore-mentioned clips or fasteners.

Section 11. The grouting of all precast and pointing on precast is the work of the B.A.C. member.

Section 12. The installation and erection, including the cutting, fitting, bedding, pointing, caulking, patching, grouting, plumbing, aligning, leveling, and anchoring, including bolting and welding of any type of fabricated or prefabricated brick, block or stone masonry units when installed in a masonry building shall be exclusive work of the member of the B.A.C. The units referred to here shall be fabricated by members of the B.A.C.

Section 13. The B.A.C. member shall apply and install all types of insulation. The insulation methods shall include but shall not be limited to pumping, spraying, adhesives, wet or dry, interior or exterior masonry walls. The spraying of wet insulation (polyurethane) on wall or ceilings; into cores, cells or cavities of masonry walls. The installation of cork and low temperature styrofoam materials as used in freezers and refrigerators is the work of the B.A.C. member. In the event the insulation is wet and pumped, the B.A.C. member shall have exclusive control of the nozzle.

Section 14. The B.A.C. member shall apply and install all types of "Autoclaved Aerated Concrete (AAC) concrete masonry units. This includes all applications of (AAC); spreading the mastic binder, mortar, bonding, cutting, rasping, plastering, coating systems, installing (AAC) dry method, welding, setting all fasteners and anchors, steel reinforcement, grouting of units and setting all types of panels.

Cement Masonry

The finishing of all concrete construction such as buildings, elevators, curbs and gutters, sidewalks, and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement. The operation and control of all types of vacuum mats used in the drying of cement floors in preparing same for machines be that of the B.A.C. member, mastic or composition flooring, when laid free handed. The finishing or washing of all concrete construction, using any color pigment when mixed with cement in any other form-composition, magnesite rubbing and grinding, and nail coat whether done by brush, broom, trowel float or any other process including operation of machine for the scoring of floors, or any other purpose may be used for in connection with the B.A.C. members trade.

The rodding spreading and tamping of all concrete and spreading of all top materials, sills, coping, steps, stairs, and risers and running all cement magnesite composition, oxide chloride and plastic materials six inches (6") base or less shall be the work of the B.A.C. member. All preparatory work on concrete construction to be finished, poured or rubbed, such as cutting of nails, wires, wall tiles etc., patching, brushing chipping, and bush-hammering, rubbing, or grinding if done by machine or carborundum stone of all concrete construction, setting of all strips, stakes, and grades.

The operation of the cement gun, the cement nozzle and finishing of all material applied by guns. The laying and finishing of gypsum material roof. All dry packing, grouting or pouring and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, and so forth, that is set on concrete foundations. The waterproofing of concrete foundations when using a cement base.

Whenever mechanical straight edges, laser screeds, cement finishing machines are to be used on any type of work coming under the jurisdiction of B.A.C. members, it shall be operated by B.A.C. members.

The curing of finished concrete by chemical compounds. Setting and nailing of all expansion strips for concrete floors in buildings, sidewalks and driveways, parking areas, the setting of all metal forms regardless of height, the cutting and sawing of joints, whether done by hand or machine and the filing of all joints grouting of all machinery, plates and anchor bolts. The B.A.C. member shall have the right to use all tools necessary to complete his work. All form work necessary to complete his work. Installation of Insulated Concrete Forms or ICF's; regardless of manufacturer; shall be the work of the BAC member. This work includes the lay-out; placement and installation of units, placement of reinforcement and final placement and finish of grout or concrete.

The method of finishing concrete industrial and commercial floors shall be done per the project plans and specifications and/or Owner's discretion.

Plastering

All exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent substitutes or material, artificial marble work, when applied in plastic form, composition work in all its branches, the covering of all walls, ceilings, soffits, pier columns or any part of construction of any sort when covered with any plastic material in the usual methods of plastering is the work of the B.A.C. member. The casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks. All cornices, moldings, coves and bull noses shall be run in place on rods and white mortar screens with a regular mold and all substitutes of any kind when applied in plastic form with a trowel or substitute for same is the work of the B.A.C. member. All phases of finishing applied to drywall using plaster or any other substitute or composition.

ARTICLE II

Territory

It is recognized that the jurisdiction of the Union as awarded by the Ohio Kentucky Administrative District Council (Oh-Ky.A.D.C.) includes all of Ashtabula, Lake and Geauga Counties.

ARTICLE III

Conditions of Employment

Section 1. Prior to commencing work in the jurisdiction of Local No. 16 of Ohio, the Employer agrees to notify the local Union where the job is located, and the Employer and the Union shall meet to discuss labor requirements.

All contractors working the jurisdiction of Local Union No. 16 of Ohio, and employing members of the B.A.C. under the jurisdiction of Local Union 16 of Ohio shall give notice to the Financial Secretary or Field Representative as the number of men needed on the construction of his job. The Employer agrees to submit all pre-hire paperwork to the Field Representative at the time of the pre-job meeting. The employer further agrees to furnish the Local with any changes or additions to the company policies. Contractors bound by this condition and refusing to honor this condition shall be declared unfair and all members under the jurisdiction of this Union shall be removed from his jobs.

A reasonable time must be given to the Union to supply the necessary men; this is to be not less than twenty-four (24) hours after notice to the Union.

Section 2. Non-members of the Union shall be referred to work with the understanding that they abide by the provisions in the Landrum and Griffin Bill of October, 1959, that provides that he join the Union after eight days of employment if he is qualified to do the work assigned to him to the satisfaction of the Employer and the Union.

Section 3. When the Contractor deems shift work necessary the Contractor will negotiate with the Union's Field Representative.

No man shall work on second or third shift alone. When more than one shift is employed the first shift shall consist of 8 1/2 hours with 1/2 hour off for lunch and receive 8 hours pay. The second shift shall consist of 7 1/4 hours with 1/2 hour off for lunch and receive 8 hours pay. When 12 hour shift work is in force, there will be a paid 1/2 hour lunch period after the first 8 hours worked. All shift work from Friday midnight until 8:00 A.M. Monday current local time will be paid at double time rate.

Section 4. 4-10 Hour Work Days.

(A) The option of scheduling a four (4) ten (10) hour work week is permissible upon mutual agreement between the Employer and the Union with proper notification. Proper notification is identified as through a pre-job conference.

- (1) Monday through Thursday shall constitute a normal work week.
- (2) Starting and quitting time will be determined at the pre-job conference.
- (3) All hours worked in excess of ten (10) hours on any work day shall be paid at the overtime rate of time and one-half.
- (4) All hours worked in excess of forty (40) hours in any work week shall be paid at the overtime rate of time and one-half.
- (5) Friday shall be the make-up day. In the event this article is used: if the job has worked the thirty (30) hours or less, a full ten (10) hour shift must be offered to the employee's. If more than the thirty (30) hours have been worked then the remaining time to constitute forty (40) hours must be offered to the employees' with a minimum of four (4) hours offered on the Friday make-up day.

- (6) When a holiday falls in a work week from Monday through Friday under this article no make-up day is available.
- (7) An afternoon break will be taken as close to the middle of the afternoon shift that follows the language of Article 5 of this agreement.
- (8) Employees' called out to work for only one (1) day during a scheduled pay period shall be paid at the applicable overtime rate when working in excess of eight hours.
- (9) Any provision in this article which is found to be in violation of any Federal, State or local law shall be null and void and shall not effect the balance of this article.

Section 5. (A) Any member being laid off or discharged in the forenoon or in the first four (4) hours shall be paid for four (4) hours time, and if laid off in the afternoon, or in the second half of any shift he shall receive eight (8) hours pay. Any member being laid off or discharged and when compelled to report to the Contractor's office with a time check for his pay, he is to receive an additional hours pay. Any member not receiving his pay when discharged shall remain on the Contractor's payroll and shall be paid for all time waited for his wages at the regular rate per hour. This shall include waiting through Saturday and Sunday or Holidays. Extenuating circumstances shall be considered.

(B) Any Contractor or his representative that hires a member of this Union or who makes a specific request of the Field Representative or Ohio Bureau of Employment Services for employees and they are sent to the job and are not put to work will be required to pay them four (4) hours time, provided the job works.

(C) In an effort to maintain timely schedules and demanding deadlines, the Employee agrees to wait a maximum of two (2) hours on site to begin work. When an Employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job, he shall be paid Ten Dollars (\$10.00) travel expense. The Employee must remain on the job for one (1) hour ready to work in order to qualify. If after the maximum wait time the Employee is still not able to begin work, the Employer agrees to pay the Employee one (1) hour at the Local's current taxable *base* rate. If the Employee is not given the opportunity to wait the full two (2) hours then the Employee is to be compensated the one (1) hour base rate. This provision only covers weather related delays. If the Employer notifies the Employee by a method determined by the Employer or in person not to report to work then the Employee shall not be entitled to reporting pay under this provision.

(D) An Employer may offer injured workers, eligible for Ohio Workers Compensation 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. 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. The Northeast Ohio 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. Said

form must be signed by the Employer and injured worker and copies returned to the association and union.

(E) Subsistence, travel pay and bonuses are not to be considered wages and must be in a separate check. Employers who elect to pay a bonus are not required to pay fringe benefits on additional voluntary compensation.

(F) No member of this Union or person requesting membership in this Union shall be discriminated against by reason of race, color, creed or age, providing he is able to do work assigned to him in his trade in a competent manner satisfactory to the Employer and Union in whose jurisdiction he is working

(G) No member, apprentice, or improver shall be paid less than the prevailing rate of wages contracted for in the jurisdiction of Local No. 16 of Ohio. Any Contractor or member of this Union found to be violating this clause shall be refused the use of members of this Union or members under the jurisdiction of this Union until the condition is corrected.

(H) If one B.A.C. member employs B.A.C. members and/or laborers, he must first register with the Union as a Contractor. Any B.A.C. member who performs work outside of the established work day per week must get approval to work from the Union. Records of this work shall be made available to the Northeast Ohio Contractors Association upon request.

(I) No employees shall be asked to perform the work of another craft. The Employer shall not intentionally assign the recognized work of this Union to any other Union.

Section 6. Union Recognition. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all its employees in the classifications of work falling within the jurisdiction of the Union, as defined in (reference Scope of Work Article) this Agreement, and in the Constitution, Rules of order and Codes of the International Union of Bricklayers and Allied Craftsmen, for the purpose of collective bargaining as provided for in the Labor Management Relations Act of 1947, as amended.

Section 7. Union Security. No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this Agreement shall be or become and remain members of the Union no later than eight (8) days following the first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, result in termination of such employee, provided that the Union has given the employee four (4) days notice that his obligation to make payment has not been met and that his delinquency renders him liable to termination under this section. The Employer shall not be obligated to dismiss an employee for non-membership in the Union: (a) if he has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) if he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 8. Time and one-half (1 1/2) to be paid for all overtime hours worked Monday through Saturday. Double-time to be paid for all work on Sundays and Holidays. All fringe benefits to be based on hours worked, except the Working Dues, Target Fund, and Local Dues which will be based on hours paid.

Section 9. All Employers or Masonry Contractors who employ members of the I.U. of B. & A.C. 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. Employer's Registration or Federal Identification Number
4. Bonding: A surety bond as determined from the schedule below shall be posted by the contractor, or sub-contractor, to insure 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 and be mandated to a dual check agreement on any and all projects that the contractor is actively working on until all bonding requirements are met. Any contractor that pays all fringe benefits on time as defined in this agreement for a 2 year period will be considered a "premium contractor" thus giving them the option to drop down one level on the bond amounts mandated by this agreement. In the event that a "Premium Contractor" becomes delinquent and does not maintain premium status as defined in this agreement a dual check agreement will be instituted and the bonding level will increase to its original level. Bonds shall be in the following amounts:

- A. One to Four men \$10,000.00
 - B. Five to Eight men \$20,000.00
 - C. Nine to Fifteen men \$50,000.00
- Sixteen or more men, - The bond shall be established by the Joint Negotiation Committee.

Section 10. If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.

ARTICLE IV

Apprenticeship, Educational and Regional Training Center Trust

It is agreed that, in order to better our trade and to train sufficient skilled mechanics a four (4) year apprenticeship shall be served. Where possible the Local Union shall compel all apprentice bricklayers to attend an apprentice school for a period of four (4) years, said school to have a local Journeyman Instructor. It is further agreed that to defray all cost of operating such apprenticeship school, all Contractors performing work in this jurisdiction shall pay each locals negotiated rate per hour for all hours worked in order to maintain and support said school. All contributions shall be paid into the Northern Ohio Bricklayers & Allied Craftworkers Regional Training Center Trust.

Apprentice Trust Fund

Section 1. The stated amount per hour shall be paid for each hour worked by said employees into the Northern Ohio Bricklayers & Allied Craftworkers Regional Training Center Trust Fund.

APPRENTICE WAGE SCALE

First Six months.....	45%
Second Six months.....	51%
Third Six months.....	58%
Fourth Six months.....	66%
Fifth Six months.....	75%
Sixth Six months.....	85%
Seventh Six months.....	90%
Eighth Six months.....	95%
Extended Time.....	95%

NO Vacation Pay will be deducted from Apprentice or Improver wages.

In Lake, Geauga and Ashtabula Counties all Apprentices and Improvers will be paid fifty cents (\$.50) per hour into the Ohio Bricklayers Pension Fund, and one dollar (\$1.00) per hour into the International Pension Fund.

Apprentice is not to operate a masonry saw for more than eight (8) hours in any one (1) calendar week.

Apprentice must attend technical trade school of 144 hours per year. If an apprentice is qualified and has attended technical trade school as required, he shall receive a raise in pay every six (6) months worked.

The Employers are to pay an apprentice/improver working for them for the day spent in school provided the apprentice has been available for work and on the payroll four (4) days prior or for (4) days after his school day.

When three (3) or more journeymen bricklayers are employed by an Employer, the Employer shall employ one (1) apprentice, if available. The normal ratio being three (3) journeymen to one (1) apprentice. At no time will the ratio be more than one (1) apprentice to one (1) journeyman.

No apprentice shall work by himself. The Employer agrees to abide by the standards of the Joint Apprenticeship Committee. The apprentice will not be laid off from the job so long as four (4) journeymen bricklayers are employed on said job.

Section 2. The Employers and the Union hereby agree to establish the classification of Mason Trainee. The sole purpose of this classification is to ensure that the Apprentice Program has a source of ready Apprentices. The Joint Apprentice Training Committee (JATC) shall monitor and maintain supervision of the Mason Trainee(s). The Joint Apprentice Training Committee (JATC) will determine the availability of individuals to enter the Apprentice Program.

The duties of the classification shall be to work in any and all aspects related to or associated with Masonry Construction, to assist the journeyman in staging, preparing for and laying brick, stone and/or other product as may be directed by the Journeyman Bricklayer, Stone Mason or the Employer, policing the area where work is being performed, and to perform from time to time such other duties within the trainee's competency as may be required, all for the purpose of becoming familiar with construction in general and masonry in particular.

It shall be the responsibility of the Employer and the Journeymen Masons(s) on the job to train the Mason Trainee to become qualified to enter the Apprenticeship Program.

In the interest of maintaining a well-trained work force all Apprentices must be registered with the Bureau of Apprenticeship and Training (BAT). The jobsite ratio of BAT registered Apprentices to Journeymen and Mason Trainee(s) to BAT Registered Apprentices*** may not exceed the numbers shown in the following table:

Journeymen	Apprentice	Mason Trainee
1-3 allows	1	permits 1
4-6 allows	2	permits 1
7-9 allows	3	permits 2
10-12 allows	4	permits 2

*** BAT Registered Apprentices must be employed prior to hiring Mason Trainee(s) Under no condition may a Mason Trainee work on a jobsite unless a registered apprentice is on the job and the ratios in the table above will be strictly enforced.

For each additional five (5) journeymen one (1) BAT Registered Apprentice may be added, for every three (3) additional BAT Registered Apprentices one (1) Mason Trainee may be added.

The wage rate of the Mason Trainee shall be as follows:

1st year Mason Trainee

1-90 Days (probationary period) – 45% of the base rate of the Journeyman

91-365 Days – 45% of the base rate of the Journeyman**

2nd year Mason Trainee – 50% of the base rate of the Journeyman**

** Following a 90 day probationary period contributions shall be made only to the Health & Welfare Fund, at the rate specified in the Collective Bargaining Agreement, for each hour the Mason Trainee receives pay from the Employer. No Contribution to the Pension Funds or any other fringe fund is required.

When the Mason Trainee(s) is registered as an Apprentice all negotiated Fringe Benefits shall be paid on behalf of the Apprentice in accordance with the Collective Bargaining Agreement.

ARTICLE V
Improver Apprentice
As per 1985 Agreement

The Employers and the Union agree to the utilization of improvers who may perform any craft function within the craft jurisdiction of the Local No. 16 of Ohio, B.A.C. Utilization of improvers may not constitute more than twenty percent (20%) of the work force. The rate of pay for the improvers shall not be less than fifty percent (50%) nor more than eighty percent (80%) of journeymen rate until such time as the Joint Apprentice Board determines he is a qualified journeyman, this time shall not exceed the Apprentice Training period.

The Fringe Benefits for the Improver will be the same as the Apprentice. The Employer agrees to also deduct working dues and all other Fund monies from the Employee as herein set forth in this Agreement.

All improvers shall be registered through the Union with the Ohio State Apprentice Council. The Employers recognize and acknowledge that Local No. 16 of Ohio, B.A.C. is the sole representative of all employees in this classification and all work covered by this Agreement. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all employees who are not members and all persons who hereafter become employees shall become members of the Union (Local No. 16 of Ohio, B.A.C.) on the eighth (8th) day following the beginning of their employment and shall remain a member thereafter.

Men not qualified will be given the opportunity to become apprentice or improver members of this union as the need for this type of men occurs. No qualified person will be denied membership in this union.

ARTICLE VI
Wage Rates for Journeymen

Schedule of New Wage and Benefit Fund Rates

Section 1. This Schedule of new Wage and Benefit Fund Rates is effective this first day of May, 2017 by and between Northeast Ohio Contractors Association and Bricklayers and Allied Craftworkers Local Union No. 16 of Ohio.

The term of the agreement shall be from May 1, 2017 to April 30, 2022. The total wage allocation covering the B.A.C. crafts of Lake, Geauga and Ashtabula Counties, Ohio starting May 1, 2017 until April 30, 2018 is as follows:

Per Hour - Taxable

Wages.....	\$32.98
Vacation Savings.....	\$ 2.50
Dues Check-off.....	\$ 1.72
Target Fund.....	\$ 1.50
Local Dues.....	\$0.25
Base Pay - Less Deductions.....	\$ 27.01

Per Hour Non -Taxable

Local Pension Fund	\$ 5.65
International Pension Fund.....	\$ 1.00
IPF Pension Protection Act.....	\$ 0.43
Health & Welfare.....	\$ 8.15
Apprentice Training.....	\$ 0.20
International Masonry Institute.....	\$ 0.49
C.I.S.P.....	\$ 0.18
Total Package..... \$ 49.08	

Effective May 1, 2018 there will be a \$1.20 per hour increase.
 Effective May 1, 2019 there will be a \$1.15 per hour increase.
 Effective May 1, 2020 there will be a \$1.10 per hour increase. Plus \$0.01 for C.I.S.P.
 Effective May 1, 2021 there will be a \$1.20 per hour increase.

Section 2. It is understood that the Union may elect to apportion any amount of the increased payments and/or contributions to the Health and Welfare and Pension provided thirty (30) days notice is given to the Employer prior to the date of the increase.

Section 3. It is further understood that in the event that for some proper and lawful reason it is determined to discontinue payment of any amounts which have been apportioned to said Benefit Funds, then such discontinued contributions or payments shall be reinstated and added to and become a part of the total of the wage rates provided for herein.

ANNUITY

Section 4. As of May 1, 2005 it has been negotiated between BAC Local 16, Ohio (the Union) and the Northeast Ohio Contractor's Association (the Employer) that at anytime in the future the BAC Local 16, Ohio can contribute to an annuity fund with the proper thirty (30) days notice to the Contractor's Association.

BAC SAVE
Bricklayers and Trowel Trades 401K Savings Plan

Section 5. Optional Employee Contribution Only. The employer hereby agrees to participate in BAC SAVE - The Bricklayers and Trowel Trades International Retirement Savings Plan (the Plan) on behalf of all employees represented for purposes of collective bargaining under this Agreement and other employees as permitted under the Plan.

Effective May 1, 2006 the Employer will make or cause to be made pre-tax payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election, subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward the withheld sum to the Bricklayers & Trowel Trades international Pension Fund or its successors at such time and in such form and manner as required pursuant to the Plan and Declaration of Trust and requirements of law. Each employee shall have the opportunity to change the amount of wages so deferred at intervals specified in the Plan and Declaration of Trust.

The amount of wages so deferred for each employee must be in twenty five cent (\$.25) per hour increments.

Dues Deduction

Section 6. The Parties hereto agree to the establishment of a dues plan under which the Contractor will deduct the amounts as authorized by Local No. 16 of Ohio and collected through the current designated trust. Properly authorized dues authorization forms shall be executed by the employee and placed on file in the union office.

International Masonry Institute

Section 7. The stated amount per hour shall be paid for each hour worked by said employees for the International Masonry Institute.

ARTICLE VII

***Health and Welfare, Pension, Vacation Fund,
Target Fund, Drug & Alcohol Abuse Program***

**Health and Welfare and Pension
Local Union No. 16 of Ohio**

Section 1. Effective May 1, 2017 to April 30, 2022, the Employer agrees to contribute the stated amounts as set forth in the new wage rate schedule and new benefit funds rates for each hour worked by each employee subject to the terms of this Agreement, to the Ohio Bricklayers Health and Welfare and Pension Funds. Payments to this fund shall be made on or before the 15th day of each month for hours worked by the employees during the payroll periods in the preceding calendar month.

In the event payments are not made by the 15th of the month, a late charge of 1 1/2% per month from the original due date to the date of payment, will be assessed.

The fund shall be jointly administered by a Board of six (6) Trustees, three (3) of whom shall be designated by the Employer association. The Trustees shall administer this fund in accordance with the terms and provisions of this Agreement and declaration of trust. Said Agreement is herein incorporated by reference

It is further agreed that should the various Fund Trustees and members decide that changes in contributions are needed for such funds (funds defined as Health and Welfare and Pensions), such changes in money may be deducted from or added to the hourly rate upon the Local Union giving thirty (30) days notice during the life of this Agreement. parties hereto will modify this Agreement in order to make proper provisions for the payment.

If any employer has failed to pay fringe benefits to the proper collection agency or agencies of such Trust funds, after due notice by the Administrator of the Fund or Funds, and the Union through its Representative, his jobs can be stopped and the men employed thereon shall be paid for time lost as a result of such stoppage. Failure to pay such fringes shall be deemed a breach of contract and the Union shall not be held liable in any legal action.

Prior to the enforcement of the above paragraph it is imperative that the owner, general contractor or their agent be officially notified of such action and ample time be allowed for the settlement of such fringe benefit payments on this project.

It is understood and agreed by the Parties hereto, that no fund shall be set up under which contributions of the Employer are construed by any taxing authority as wages upon which withholding tax is to be paid or Social Security contributions are to be made by the Employer.

Vacation Fund ***Local Union No. 16 of Ohio***

Savings Plan

Section 2. The Employer shall pay to each employee whose rate is established under the terms of the Agreement, as a Savings Plan, the sum set forth in the wage rate schedule under benefits for the years May 1, 2017 to April 30, 2022 in the manner hereinafter set forth.

The Employer shall make all legal payroll deductions, for Income Tax, Social Security, etc., from the total of wages and shall then withhold the full amount of the Savings Plan for transmittal on a monthly basis to the bank, designated by the Union.

The Employer shall not be responsible for any expenses incurred in the operations of the plan other than those incurred within the individual Employer's office. The monthly transmittal shall cover all employees subject to this Agreement. Payments for this allowance shall be made on or before the 15th day of each month for hours worked by employees during the payroll periods in the preceding calendar month.

Employers will prepare deposit slips in quadruplicate showing the names of the employees in alphabetical order, Social Security numbers and the amount of Savings Plan pay withheld. The deposit slips are to be furnished to each Employer by the employee's

representative. Three (3) copies will be sent to the depository with the payment monthly. The fourth copy will be retained by the employer. The depository will send one (1) receipted copy to the Employer and one (1) to the Union's Secretary.

Vacations are to be arranged between the Employer and the employee at least one (1) week in advance, and not more than ten percent (10%) of the men from any one job, or any one (1) Employer should take vacations at the same time. Vacations must be taken in consecutive days. The Employer shall pay to each employee whose rate of wages is established under the terms of this Agreement, as a Savings Plan, the sum set forth in the wage rate schedule as VACATION SAVINGS for the years May 1, 2017 through April 30, 2022 in the manner hereinafter set forth.

Section 3. The parties hereto agree to deduct the stated amount per hour from the employee's wages for the BAC Local 16, Ohio Target Fund Program, as set forth by the members of Local No. 16 of Ohio, Bricklayers and Allied Craftworkers.

Joint Labor-Management Uniform Drug/Alcohol Abuse Program

Section 4. It is mutually agreed by all parties that the Construction Industry Service Program Substance Abuse Program (CISPSAP) is the substance abuse program under this agreement. The CISP industry funds for drug testing will not be used for testing outside the CISPSAP policy. It is understood by all parties that any drug or alcohol policy or program required by a customer (Owner, General Contractor, Construction Manager) must be adhered to. If the requirements of said policy or program exceed the CISPSAP program the parties will comply with the customers request.

ARTICLE VIII ***Wage Requirements***

Section 1. Each contractor or employer shall pay all wages once a week, and no later than one-half (1/2) hour before the end of the day on Friday. When members are detained after regular working hours to receive their pay, they are to receive time and one-half for all time waited. When the men do not receive their pay no work shall be permitted until all members have been paid. No more than two (2) days pay are to be held back on the payroll. The members of this union shall be paid in currency for their services unless the Contractor has posted a payment bond or other guarantee of payment. If the job is not working on the designated pay day all wages shall be paid not later than noon (12:00 o'clock). All members waiting for pay after this time shall be paid according to the regular hourly rate. Allowances for "Acts of God" will be made, if necessary.

Section 2. When a member of this Union is discharged he shall receive all money due him at once.

Men desiring to quit work shall notify the Employer the day previous and will receive his pay on the following work day. If notification is not given he will receive his pay on the designated pay day.

Section 3. If any employee under the jurisdiction of this Union, other than the general foreman, foreman and those men working at special rate tasks, receive more than

the negotiated rate of wages, all members represented by this union working on this job for the same employer shall be paid accordingly.

Under the terms of this Agreement no subsistence, travel allowance, mileage or pay for travel time will be paid to any employee working in this jurisdiction.

Section 4. The Employer of members represented by this Union agrees at all times to comply with all State and Federal Laws and Statutes pertaining to Workmen's Compensation Law of Ohio, Unemployment Insurance, Ohio Safety Code I.C. 3, OSHA, Social Security Act and all Federal Laws pertaining to the building and construction industry of the United States of America.

Section 5. The first coffee break is at midmorning for a period of ten (10) minutes called by the steward. The morning break must be taken. In the afternoon, employees 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 of the job.

Section 6. Members of this Union shall not lose time if compelled to wait for the building of scaffolds or the stocking of scaffolds or the mixing of mortar or the clearing of areas in which they are to work.

In all cases when members under the jurisdiction of Local No.16 of Ohio must wait for material or equipment breakdown and repair or any of the above mentioned, in order to continue or start their work, they are to be paid for all time they have waited during working hours.

Members laid off for lack of material or room to work will be given preference to resume work as needed when job is ready to proceed.

ARTICLE IX

Hours Per Day

Section 1. Eight (8) hours shall constitute a day's work, to be worked between the hours of 6:00 a.m. and 5:00 p.m. current local time (exceptions will be made in the area of concrete work only by permission of the Field Representative). Any exception to the work-day and work-week shall be by mutual consent of the Employer and employees under the jurisdiction of this Union shall not work longer than the above specified time except in case of emergency.

Section 2. If the men have worked thirty-two (32) hours or less, Monday through Friday, they may work on Saturday at straight time up to forty hours after which the job will pay overtime. The Field Representative must approve of these make up days. No man will be forced to work on Saturday.

If any supportive Trades receives more money on above mentioned Project, all members of Local Union No. 16 B.A.C. will be compensated in a like manner.

Any violations would cancel this provision for the balance of the Project.

ARTICLE X
Holidays

Section 1. All labor performed by an employee on Sundays and hereinafter mentioned holidays shall be paid two (2) times the regular rate of wages. The holidays observed by this Union are NEW YEAR'S DAY, MEMORIAL DAY, JULY 4th, LABOR DAY, THANKSGIVING DAY and CHRISTMAS DAY. Should any of the legal holidays fall on Sunday, the following day shall be observed as a legal holiday.

ARTICLE XI
Special Rates

Section 1. Fifty cents (\$.50) per hour above the prevailing rate of wages shall be paid to the members of the I.U.B.A.C. Local 16, Ohio working on free standing industrial or institutional chimneys which are completely detached from any building structure. This higher rate shall prevail on chimney flues of 4' inside dimension or larger, constructed of specialized material, such as radial brick, acid brick, common brick, face brick, radial firebrick or radial tile.

Any masonry work that is required on sewers, manholes, etc., shall be paid at a premium rate of fifty cents (\$.50) per hour above the prevailing rate of wages.

Any work performed on a swinging stage over two (2) stories high shall be paid at a premium rate of fifty cents (\$.50) cents per hour above the prevailing wage. Any work performed on vertical slip forms, where the cement finishing can not be worked at ground level, shall be paid at fifty cents (\$.50) per hour above the prevailing rate.

Employers working on sandblasting, the laying of acid proof masonry materials and laying of carbon masonry materials will be paid twenty-five cents (\$.25) per hour above the prevailing rate of wages.

Where employees are required to work on excessively dirty jobs such as coke oven repair, etc., such employees shall be given time allowance during the work day for the purpose of washing up and changing clothes prior to leaving the job site.

When a composite crew works on a special job the highest rate paid any member of the crew, with the exception of the crane operator, shall be paid to the bricklayers, exclusive of fringe benefits. A composite crew arises when any one of two or more unions claim jurisdiction of a particular operation and mutual agreement is reached to include representatives of each claiming union to perform this particular operation.

Section 2. The Agreement covers all cement masonry work which occurs during the jump, slipform or similar substitute methods of construction of hollow concrete columns, such as stacks, chimneys, cooling towers, silos and bins, exclusive of multi-celled silos as used in cement and grain storage.

The provisions of this Agreement shall cover the construction and erection of chimneys and chimney liners utilizing any and all materials normally installed by the signatory Unions.

The rate of wages for the work to be performed shall be computed as follows: The base rate as stipulated in the local agreement, exclusive of all special skills and other condition premiums of two dollars (\$2.00) per hour commencing on the effective date of this Agreement for all hours worked, which shall commence at the base of the structure and shall cease when the structure is completed. The premium pay shall apply only to the hours worked and shall not apply to reporting pay and further shall not be multiplied by overtime premiums.

Section 3. Firebrick sawmen shall receive thirty cents (\$.30) per hour additional. Any time members of the B.A.C. are required to work on hot work, they shall receive one dollar (\$1.00) per hour above scale.

ARTICLE XII

Safety Regulations

Section 1. On all construction work when men or machines are working above members represented by Local No. 16 of Ohio, there must be substantial covering of not less than four feet (4') in width for the protection from all dangers likely to occur from falling materials or implements.

Members represented by this Union shall not lose time while waiting for this cover to be properly placed. In all cases where members are waiting for protection covers, they are to be paid for all time that they have waited during working hours.

Section 2. All mortar boards must be raised at least sixteen inches (16") and no more than forty inches (40") above the working scaffold or standing level. In the construction of any wall, no working scaffold or level shall be so constructed or created that will require the bricklayers or any other member represented by this Union, to reach down more than twelve inches (12") in the performance of his work. Four feet eight inches (56") shall be scaffold high except when the units are thirty-four and one-half (34 1/2) pounds or over, then the scaffold high will be four feet (48") high. For walls over 14 1/2 inches in thickness the maximum height shall be thirty-six inches (36") from the working platform or shall be scaffold on each side of the wall when finished on both sides.

Section 3. No person under the jurisdiction of this Union will be allowed to work upon any scaffold unless the same is 4 x10 planks or more in width. In case it is necessary to place material on the same scaffold with the workmen the scaffold shall not be less than four feet (4') wide. All scaffolds twelve feet (12') or over must have a hand rail fastened for the safety of the workmen.

Section 4. Foot scaffolds should not be used except in cases where it shall be necessary to top out a wall and then it shall be not less than two (2) planks wide. Foot scaffolds over eighteen inches (18") high shall be built with saw horses.

Section 5. Material should not be stockpiled higher than four feet eight inches (4'8") above the working scaffold or standing level where the employee is working.

All units exceeding forty (40) pounds per unit shall require two (2) men to lay them. All twelve inch (12") block units, regardless of weight, shall require two (2) men to lay them.

Section 6. Straight edges pulled by one man shall not exceed twelve feet (12') in length.

Any B.A.C. member forced to work in the rain shall be amply protected with rain gear furnished by the Contractor.

Any B.A.C. member shall not be required to work in a room without proper respirators or ventilation in the course of sawing or sealing floors.

When the B.A.C. member is required to work during his regular lunch period he shall be paid for that time at the overtime rate.

Section 7. Cutting and Grinding with Chop Saws or any other applicable tool shall be used in accordance to all state and federal laws and all necessary safety equipment must be in compliance with State and Federal Laws as described in the OSHA standards for construction. Electric powered saws must be grounded in accordance with OSHA regulations.

Section 8. The Union shall make available to each of its members training in the OSHA 10-hour course.

Section 9. New Silica Program: Monitoring, Awareness and Respirator Safety ("MARS") Program: All Union Members receive the following on an annual basis:

1. OSHA medical respiratory questionnaire;
2. Silica Medical evaluation, including chest X-Ray; and
3. Respirator Fit test.

Each employee's drug free (CISAP card shall display the manufacturer, make and model number of the respirator(s) said employee is eligible to wear as a result of the above evaluations and test. The CISAP third party administrator shall track and document all appropriate information on each employee. The aforementioned items shall be paid and funded through the Construction Industry Service Program (CISP). Details concerning the implementations of this MARS Program shall be discussed and, if necessary and amended within the context of an industry Labor-Management Committee in which the parties will participate. Each Employer is responsible for: (a) job-site air sampling; (b) providing silica and respirator training to employees; and (c) purchasing and maintaining appropriate respirators, filter and cartridges.

ARTICLE XIII

Foremen

Section 1. When any two (2) members represented by this Union and employed on construction work, one shall be classified as the foreman, except when the work is in direct charge of a contractor or superintendent who is a member of the I.U.B.A.C.

The Foreman is representative of the Employer; and as such, any compensation over and above the journeymen's rate shall be negotiated between the Foreman and his Employer. Such rate shall not be less than one dollar (\$1.00) per hour over and above

the journeyman's rate.

In the event of injury, it is the duty of the Foreman and of the Steward to see that the injured workman has the fastest possible attention and rescue aid.

ARTICLE XIV ***Job Steward***

Section 1. It is agreed by the Employer that a qualified member of this Union shall be selected by the Union from either the Employer's local work force or from the Local 16 Group of certified stewards who carry a current local 16 drug card and have an OSHA 10 card as a steward at the start of the Job and shall remain as long as the work in his trade continues, provided this employee shall continue to perform his normal work duties required of him. He shall not be discriminated against for performing his normal duties as steward when enforcing the articles of this working contract.

Section 2. All violations of the working agreement by the Employer or employees shall be settled on the job by the Steward and/or Field Representative and the Employer's Representative. During the discussion of a disagreement, work shall continue unless it is a question of safety. Ample time shall be allowed for corrective measures to be taken. If the disagreement continues, the particular work or violation shall cease until it can be arbitrated.

Section 3. The Steward shall accompany the injured workman to the hospital and if an ambulance is used, remain with him until he is properly admitted and then he shall return to the job. When it is essential to the injured, the Steward shall accompany the injured to the doctor or to his home and then return to work. In either case the injured workman shall be paid that full day's pay if the doctor states he is unable to return to work. The Steward shall also receive his pay for all lost time due to his condition. The Steward shall see that the B.A.C. Local No 16 of Ohio is notified immediately of the accident. The accident scene shall not be disturbed until a report has been made by the Employer's Representative unless it remains a hazard.

Section 4. When men are to be laid off, the Steward shall be notified of the number of employees to be laid off at least four (4) hours in advance of the lay off. The Foreman shall make the necessary arrangements whereby the men shall receive their pay one-half (1/2) hour before quitting time.

Section 5. All members under the jurisdiction of this Union are to leave the shanty room or tool shed at starting time and be back to the same place at lunch time, leave after one-half (1/2) hour for lunch and be back to the same place at the end of the workday.

ARTICLE XV ***Special Employment Conditions***

Section 1. The Union (Local 16) shall be notified of a project start up and be asked to man the project with Local 16 journeymen, apprentices or improvers. Employers are required to employ only Local 16 B.A.C. members unless Local 16

notifies a particular employer that Local 16 is unable to supply a sufficient number of Local 16 members to meet the employer's need. In such a case, the employer may hire only that number of non-Local 16 members that Local 16 is unable to supply. This limitation does not apply to the General or Working Foreman.

Apprentices are considered part of this ratio. The Contractor further agrees that out of the area men will be laid off first, then members of Local No. 16 of Ohio will be laid off at the discretion of the Foreman. The Steward on the job will be notified prior to the discharge or layoff of any employee of the B.A.C.

Section 2. Any Union member putting up the line before it has been laid out or permitting the Foreman to do so, shall upon conviction, pay such a fine as the Union may decide. Any member spreading mortar before the line has been properly raised and the trig has been set, shall upon conviction pay such a fine as the Union may decide.

It is agreed that each member shall make continued effort to assist others in completion of work on the line.

Section 3. The Employer and the Union, recognizing the necessity of promoting efficiency, agree that no limitation shall be placed upon the amount of work which an employee shall perform.

Section 4. All Contractors and members of this Union shall assist the older members of this Union to secure work and shall insist that fair consideration be given to the older member making it possible for him to continue to earn a living by working at his trade.

Section 5. The use of personal (non-business) mobile telephones and other electronic communication devices shall be prohibited during working hours. The use of the above stated items shall be restricted to recognized break times. Mobile 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 mobile telephones 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 offence can lead to cause for dismissal.

ARTICLE XV "A"

Subcontracting Provisions

Section 1. The contractor agrees that they will not enter into sub-contracts for any Bricklayers or Allied Craftworkers work covered by this Agreement to be done at the site of new construction, alteration, restoration, or repair of a building, structure or other work with any Employer who does not have a signed agreement with the Northern Ohio District Council of Bricklayers and Allied Craftworkers of Bricklayers Local Union No. 16 of Ohio.

Section 2. All charges or violations of this article shall be considered as a dispute and shall be processed in accordance with the provisions for the handling of disputes and the final and binding arbitration of disputes.

Section 3. With the exception of specialty work that is not covered by the B.A.C.

ARTICLE XVI

Tools

Section 1. All mason lines to be used for laying out work, the laying of brick block, tile or any other material to be installed by our members or employees represented by this Union shall be furnished by the Contractor.

All special tools and all chisels twelve inches (12") or over in length shall be furnished by the Contractor. The sharpening of all tools used by stone masons and fire-bricklayers shall be sharpened or sharpening paid for by the Contractor.

The Contractor shall furnish straight edges. He shall also furnish chisels, chipping hammer, 1 1/2 pound mash-hammer, or hatchet, carborundum stones and brushes and sharpen same; provided that employees shall be charged for the tools mentioned if lost while in their care.

Section 2. The Contractor shall be responsible for the loss of the members' tools or clothing in case of fire or theft. The Contractor must carry insurance to cover this responsibility or be personally responsible for loss to our members, not to exceed one hundred fifty dollars (\$150.00).

If a member loses any tool due to a condition beyond his control he shall have the tool replaced by the party or parties responsible for such loss. The Contractor will see that this is enforced.

Section 3. The union will permit the use of a Labor saving device (Corner poles) provided the equipment is a manufactured device that maintains the work quality to ASTM standards, approved by the union, installed and removed by the BAC member.

ARTICLE XVII

Clothes Room and Sanitary Provision

Section 1. All Contractors are to furnish a suitable room or waterproof building for the exclusive use of the members of this Union, with ample seating for all members. This room must be heated from October 1 to May 1 and must contain proper ventilation and light at all times when in use. It shall be used for the safe storage of the member's tools, clothing and for eating their lunch. This room or building must conform and pass State standards before being used by the members of this Union. Contractors violating

this rule shall not be permitted to employ Union members under the jurisdiction of this Union and all members under the jurisdiction of this Union shall be removed from their jobs.

Section 2. The necessary sanitary toilet facilities are to be provided for our members on all building construction and must comply with the rules as specified in Ohio State Code of Building Safety and Hygiene and O.S.H.A.

Section 3. Contractors shall supply fresh, clean cold drinking water in sanitary sealed drinking water containers and sanitary paper drinking cups for all members of this Union employed by him and a sufficient supply of water and cups shall be on hand at all times.

Section 4. No member or person shall be permitted to solicit subscriptions or donations on the job, in the shanty or tool shed, or at any time that the member is at work. No deductions shall be made from the employees' wages for any donation to any fund. All subscriptions, donations, and settlement of his personal accounts shall be from the member's home or place of residence.

ARTICLE XVIII ***Settlement of Disputes***

It is agreed by the Parties hereto that during the life of this Agreement they will not order, maintain, sanction or engage in any strike, lockout, stoppage of work or boycott affecting the other Party.

Grievance Procedure

Section 1. It is specifically agreed that any controversy 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.

Section 2. Grievances shall be handled in the following manner:

Step 1. The grievance shall be referred to the jobsite Union Steward and to the foreman for adjustment. However, if a grievance involves a subject that is not jobsite specific or it involves multiple jobsites, the grievance process may commence at Step 2.

Step 2. If a grievance commencing at Step 1 is not resolved for any reason, the grievance shall automatically be referred on the following day to the Field Representative of the Union and the Employer. Similarly, any grievance commencing at this step shall be referred to the Field Representative and the Employer for adjustment.

If any grievance at this step cannot be resolved for any reason within three (3) working days excluding weekends and holidays, the grievance shall automatically be advanced to the next step.

Step 3. If any grievance at Step 2 is not resolved for any reason to the satisfaction of both parties the dissatisfied party may submit the matter to binding arbitration by

providing written notice to the other party of such intent within five (5) working days excluding weekends and holidays.

The party seeking arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall alternatively strike names from the list until one name remains. The right to first "Strike" shall be determined by lot. If the parties are dissatisfied with the list provided by FMCS, they may jointly request a new list.

All expenses of the arbitrator shall be borne equally by the Employer and the Union.

Section 3. The decision of the arbitrator shall be final and binding on all parties. If a settlement is reached at any step prior to arbitration, such settlement shall be final and binding on all parties, provided, that in order to encourage the resolution of disputes and grievances at Steps 1 and 2 of Section B of this Article, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIX ***Savings Provisions***

If the Federal Government institutes wage controls in any form and any portion of this collective bargaining agreement is deferred or cut back, the Parties shall meet promptly and if the action of the Federal Government which caused the deferment or cutback makes it legally permissible to do so, the Parties shall attempt to reallocate the monetary equivalent of the deferred or cutback wages or benefits in a manner that complies legally with action of the Federal Government.

In the event that any of this Agreement shall at any time be declared inoperative by virtue of any law, order or directive, or if any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such law, order, directive, or decision shall not invalidate the entire Agreement; it being the express intention of the Parties hereto that all other provisions not so declared inoperative or invalid shall remain in full force and effect.

Article XX ***Construction Industries Services Program***

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

1. The Construction Employers Association shall prepare a Declaration of Trust and copies shall be available for inspection by the parties or other interested persons at the office of Construction

Employers Association. Said Trust shall be deemed a part of this Agreement.

2. Effective May 1, 2017, each Employer covered by this Agreement shall pay to said Trust eighteen cents (\$0.18) for each HOUR WORKED by the Employer to each journeyman, apprentice or other employees within the bargaining unit. Said hourly contributions shall increase to the following amounts in future years:

May 1, 2018	May 1, 2019	May 1, 2020	May 1, 2021
\$0.18	\$0.18	\$0.19	\$0.19

Thereafter, the contribution into CISP shall increase automatically to reflect an amount equal to .36% of the total hourly package for wages and fringe benefits (rounded up or down to the nearest penny). CEA will notify the Union of the CISP amount and calculation for each year of the contract and the Union's posted wage sheets shall reflect said amount. Additional CISP contribution amounts shall be in addition to the agreed-upon annual wage increases and added to the total package.

3. Any Employer who does not pay the Construction Industry Service Program (CISP) contribution when performing under the General President's Agreement or National Maintenance Agreements, shall contribute a like amount to Joint Bricklayer's Apprentice Committee for safety and training program assistance. The intent of this paragraph is to maintain economic competitiveness.
4. 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.
- 5. It is agreed by the Employer that the Construction Industry Service Program Trust Fund shall not be used for 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 or to pay Employer expenses in connection with the negotiation of labor agreements.
 - 6. The Trustees of said Program shall comply with all present and future Federal laws governing the same.
 - 7. 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.
 - 8. The Union shall have no participation or control of any kind or degree whatsoever nor shall the Union be connected in any way whatsoever with the Construction Industry Service Program.

Article XXI ***Favored Nations***

It is understood and mutually agreed that in the event the Union agrees to a collective bargaining 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 masonry market or certain geographic areas, those same terms and conditions of employment will be made available to the Employer on the specific projects, particular segments of the masonry market or in those geographic areas covered. The only exceptions to this provision are (1) a provision in an initial agreement with a newly organized employer allowing lower rates to projects in place at the time the initial agreement is executed and those which prevail for signatory contractors in the masonry market in which the newly organized contractor is going to operate, (2) masonry projects where during the bidding and/or negotiation it is determined that competing work forces are the likely contractor for project. In such cases, the Union will consider special conditions for that project which may be necessary to secure the work opportunities on

that project for signatory Employers and employees represented by the Union. Any special conditions of employment or wage and contribution rates granted under the provisions of this Agreement for a specific project or geographic area will be available to any and all other Employers signatory to this Agreement for that project or geographic area upon their request, (3) any instance in which a job is bid to be completed during a particular contract period, and 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 perform the work under the wage rates in effect when the work was expected to be done. Upon entering a contract falling within these three exceptions, the Union will notify the Association of the agreement. Should any questions arise as to the meaning and application of this provision, either party may file with the other a written complaint. Such complaint will be initiated at Step 3 of the grievance procedure set forth in Section XXII of this Agreement (referred to Joint Arbitration Board), and shall be processed in accordance with the procedure for the handling of grievance and the final and binding arbitration of disputes.

Article XXII

Term of Agreement

This Agreement shall be effective commencing May 1, 2017, and shall continue in full force to and including April 30, 2022, and shall automatically continue yearly thereafter unless written notice of decision to negotiate a new Agreement, in whole or in part, is given in writing by either party to the other not later than sixty (60) days nor more than ninety (90) days prior to the expiration date or any anniversary date thereafter. The parties may at any part of this Agreement and such changes or modifications shall not affect the continuing nature of this Agreement.

It is further understood that the provisions of this Agreement shall govern the employment of and the conditions under which all members of the International Union of Bricklayers and Allied Craftworkers shall work in the jurisdiction of Lake, Geauga and Ashtabula Counties of Ohio.

AGREEMENT FOR VOLUNTARY RECOGNITION

This Agreement for Voluntary Recognition is made and entered into the first day of May, 2017, by and between the Bricklayers and Allied Craftworkers, Local No 16 (hereinafter referred to as the "Union") and The Northeast Ohio Contractors Association (hereinafter referred to as "Employer").

The Union claims, and the Employer acknowledges and agrees after having reviewed authorization cards signed by at least a majority of the Employer's bargaining unit employees, that a majority of its employees have authorized the Union to represent them in collective bargaining.

The Employer agrees to recognize, and does hereby recognize, the Union as the exclusive collective bargaining agent for all employees performing bricklaying, cement masonry and plastering work, and any other trade classification of the I.U.B.A.C. on all present and future job sites within the jurisdiction of the International Union. This

voluntary recognition shall continue in effect after termination of the assent until such time as the Union is finally decertified following an NLRB election and expressly waives any right it may have to do so.

ASSENT OF PARTICIPATION

BRICKLAYERS AND ALLIED CRAFTWORKERS

Local No. 16, Ohio

The Undersigned Employer has examined the Collective Bargaining Agreement currently in effect between Local 16 of the Bricklayers and Allied Craftworkers ("Union") and the Northeast Ohio Contractors Association ("Association"). The Employer hereby accepts and becomes bound as a party to that agreement in its entirety, which is incorporated by reference as is set forth fully herein. The Employer further agrees to be bound by any subsequent renewals, amendments, modifications, replacements and addenda to that Agreement unless this Assent is timely terminated in accordance with the provisions below. The employer agrees that the Union's notice to the Association of intent to terminate, open or modify the underlying Agreement shall be considered as notice to the undersigned.

This Assent may be terminated by registered letter from the Employer to both the Union and the Association not later than sixty (60) days nor more than ninety (90) days prior to the expiration date of the underlying Agreement or renewal. The termination will be effective as of the applicable expiration date. If proper notice is not provided, the Employer shall be bound to all terms and conditions of any subsequent collective bargaining agreement negotiated by the Union and the Association.

Inasmuch as the Union has claimed and the Employer is satisfied and acknowledges that the union represents a majority of the Employer's employees, in the bargaining unit covered by the Agreement, the Employer recognizes the Union as the exclusive collective bargaining agent under Section 9 (a) of the NLRA for all employees within the bargaining unit on all present and future jobs within the Union's jurisdiction. This voluntary recognition shall continue in effect after termination of the Assent until such time as the Union is finally decertified following an NLRB election initiated by the employees and the employer hereby agrees that it will not request an NLRB election and expressly waives any right it may have to do so.

By this Assent the Employer hereby authorizes the Association as its representative for collective bargaining purposes with respect to the Union, and hereby becomes part of the multi-employer bargaining unit.

The parties affix their signatures hereby this 3rd day of May , 2017.

**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL NO. 16 Oh-Ky.A.D.C.**

BY:

Union

Management

Ken Kudela *Ken C Kudela*

Neil Newman _____

Dan Musacchio _____

Jason Klar _____

Rich Bacurin _____

Joe Lallo _____

Don Huss *Don Huss*

Tim Linville *Tim Linville*

Contractor_____ E-mail_____

Signature_____

Address_____

City_____ State_____ Zip_____

Phone_____ Fax_____

Date_____