

# AGREEMENT

between

INTERNATIONAL UNION OF

THE BRICKLAYERS AND

ALLIED CRAFTWORKERS

**LOCAL UNIONS NO. 40 & 46**

OHIO - KENTUCKY

ADMINISTRATIVE DISTRICT COUNCIL

and

**THE CONSTRUCTION EMPLOYERS ASSOCIATION**

6.1.2018-5.31.2021

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## **AGREEMENT**

- (1) This agreement, made and entered into by and between the Construction Employers Association hereinafter called the "CONTRACTOR" or CEA and the Ohio-Kentucky Administrative District Council of Bricklayers & Allied Craftworkers, which shall include the Local Unions 40 and 46, hereinafter called the "UNION" OR "BAC", to modify, amend and extend the parties' Agreement, 2018 – 2021. Define and agree to conditions and wages under which the employees shall work, and to define all classifications of work and to prevent strikes or lockouts and adjust grievances in a peaceful and dignified manner.
- (2) It is specifically understood that the Construction Employers Association shall not be liable here under for any reason whatsoever, including, but not limited to, any acts of its subscribing members.
- (3) It is further agreed and understood that the liabilities of the contractors subscribing hereto and the Local Unions subscribing hereto shall be several and not joint.
- (4) The Construction Employers Association agrees to furnish to the Union a list of all its members subscribing to the terms of the Agreement.
- (5) 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 this agreement, and in the Constitution, Rules of Order and Codes of the International Union Of Bricklayers and Allied Craftworkers, for the purpose of collective bargaining as provided for in section 9(a) of the Labor Management Relations Act of 1947 as amended. Inasmuch as (1) the Union has requested recognition as the majority, Section 9(a), representative of the Employees In the bargaining unit described herein and ,(2) has submitted or offered to show proof of Its majority support by those Employees, and (3) the Employer Is satisfied that the Union represents a majority of the bargaining unit Employees, the Employer recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Ad, as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future jobs within the jurisdiction of the Union. The parties agree that they will honor all of the collective bargaining obligations established hereby for the term of this agreement and will enter into good faith negotiations for a successor contract at the appropriate time.
- (6) WORK PRESERVATION: In order to protect and preserve for the employees covered by this Agreement all work as heretofore performed by them and in order to prevent any device

or subterfuge to avoid the protection and preservation of such work, it is hereby agreed that, if and when the Employer performs any work covered by this Agreement under its own name or under the name of another, as a corporation, company partnership or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through-family-members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

- (7) Likewise, the I.U. of B. & A.C. Local Unions recognizes the Construction Employers Association, as the sole bargaining agent for work defined herein for the several areas outlined. This Agreement shall cover and be binding on all of the members of and contractors and employers in the construction industry affiliated with the former association, the North Central Ohio Council of Employers, all members of the Construction Employers Association signatory hereto as well as individual employers signatory hereto.
- (8) The Union may extend this Agreement to Contractors who are not members of the Construction Employers Association of Bricklayers & Allied Craftworkers, and such Contractors shall be bound by all terms and provisions of this Agreement. Such Contractors will be referred to as the "CONTRACTOR."
- (9) The provisions of this agreement shall govern the employment and conditions under which employees shall work and rates of pay they shall receive on work as defined herein for the following Ohio counties:

Local Union 40 Mansfield	OHIO COUNTIES Ashland, Crawford, Hardin, Holmes, Marion, Morrow, Richland, Wayne and Wyandot.
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Local Union 46 Fremont	OHIO COUNTIES Erie, Hancock, Huron, Ottawa, Sandusky and Seneca. The Islands of Lake Erie north of Sandusky and the Townships of Perry and Bloom in Wood County. Cement Masons and Plasterers jurisdiction shall include the above mentioned counties plus the following: Lucas, Wood, Putnam, Fulton, Henry, Defiance, Williams and Paulding.
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- (10) 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:

- i. Ohio Workmen's Compensation
- ii. Ohio Unemployment Compensation
- iii. Employer's Registration or Federal Identification Number
- iv. BONDING:

- i. Participating Employer not previously a party to an agreement with the Union shall furnish a minimum cash deposit or surety bond of the amount set forth below at the office of the Ohio Bricklayers Funds in care of Stoner & Associates to assure prompt payment of the employees' Health Plan, Pension, Apprenticeship and Promotion funds and wage deductions as required by the Agreement. The Union shall not make workers available to the Participating Employer until it has verified with Ohio Bricklayers Funds in care of Stoner & Associates that such cash deposit or surety bond has been furnished.
- ii. The cash deposit shall be a minimum of \$5,000. Those Participating Employers employing one (1) or more employees shall be required to furnish a cash deposit based upon the following formula: Estimated number of workers x the total amount of contributions and deductions owed per hour (based upon CBA) x 40 (hours per week) x 6 (weeks). Using this formula with current contribution rates requires a cash deposit or bond in the amount of the current total wage package.
- iii. The above paragraph has been provided only as an example and will require further calculation when contribution or deduction rates change. Participating Employers must contact the offices of the Ohio Bricklayers Funds in care of Stoner & Associates to confirm that the amount of their cash deposit or bond is adequate based upon estimated number of workers.
- iv. In the event the participating employer is required to deposit more than \$20,000, the Participating Employer must post a bond written by a reputable surety bonding company that is acceptable to the Ohio Bricklayers Funds in the following amounts:

Five to Eight men, - \$20,000.00

Nine to Fifteen men, - \$50,000.00

Sixteen or more men - The above-referenced bond amounts may be increased to an amount satisfactory to the trustees of the Ohio Bricklayers Funds.



- (11) If the four items above mentioned are not in good order and do not satisfy the union as to their validity, the Contractor shall not be registered, in which case the members are forbidden to work for such Contractor or Employer.

## **ARTICLE I** **CRAFT JURISDICTION**

ALL WORK DESCRIBED IN THE FOLLOWING PARAGRAPHS SHALL BE THE  
"EXCLUSIVE" WORK OF THE MEMBERS OF THE INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED CRAFTWORKERS (BAC) AS DESCRIBED IN CODE 1 OF  
THE INTERNATIONAL CONSTITUTION.

- (12) BRICKLAYING- Laying of all brick with or without mortar, caulking, pointing, and the cleaning of all masonry, the cutting, toothing, grinding and rubbing of all kinds of brick when the work is performed on the job, the cutting of any opening up to 42 sq. feet, the cutting out of all masonry that will be replaced by masonry or substitute for masonry, will be done by the Bricklayer, cutting of chases two (2) inches or less which can be cut by other trades for use in the connection with; their work is not to exceed four (4) hours time, setting of all cut stone, the laying of all rubble work with or without mortar, the cutting, setting of cement blocks or artificial stone with or without mortar, the cutting, setting, pointing and cleaning of terra-cotta before being placed on the wall, all plastering of exterior wall below grade, arch tile floors and tile, all installation of control joints and work preparatory to such installation; all installation of aerated autoclaved concrete units and plank including the finish coatings of this material, segmental retaining wall units and Insulating concrete form units; all Installation of spray applied cement thermal barrier and elastomeric protective coatings on the Interior or exterior of buildings, vessels and other structures of any type; all waterproofing and black mastic waterproofing; fireproofing of structured steel, mineral wool, cork block Styrofoam, Boyardi tile, the tuck pointing and setting and grouting of all wood plates, bearing plates and any other material set In mortar or cement or any other type of cement, or substitutes for the above mentioned material.
- (13) The cutting, setting, cleaning and pointing of concrete slabs whether used for walls, floors, ceilings or retaining walls, of all widths and sizes and weights, regardless of who makes the slabs or whatever patented name the slabs may be called. The caulking, grouting, pointing and cleaning of all precast slabs regardless if they are set in mortar or welded to steel or anchored other ways shall also be the work of a BAC member.
- (14) Pointing, cleaning, caulking shall consist of the pointing, cleaning, caulking of all types of masonry, precast slabs, etc., the caulking of all window frames, door frames or

apertures encased in masonry, brick, stone or concrete structures, including all grinding and cutting out of such work and all sand blasting, steam cleaning and gunnite work. The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick, block or concrete, it shall include all cutting out, sandblasting and gunnite work on same. Cleaning is defined as rubbing walls, tile, brick and block, also washing down with soap or other cleaning solution.

- (15) A BAC member shall caulk all openings and expansion joints that are built in masonry walls and all abutting units and all saw cuts and control joints in concrete floor slabs.
- (16) BAC members shall fill in all masonry walls with mortar, vermiculite, or other insulating materials, and concrete or sand at the Contractor's option using whatever tools are necessary. A BAC member shall install against masonry wall clips or fasteners which are to receive insulating materials normally installed by the Bricklayer. A BAC member may also use epoxy to install masonry units and to attach the aforementioned clips or fasteners. The grouting of all precast, pointing of precast, and the puddling of all refractories and the pointing of coolers (blast furnaces) is the work of the BAC member.
- (17) 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 bearing building shall be the exclusive work of the members of the International Union of Bricklayers and Allied Craftsmen.
- (18) STONE MASONRY- Stone masonry shall consist of laying all rubble work, with or without mortar; setting of an cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of building by architects, and customarily called stone in the trade.)
- (19) Cutting all shoddies, broken ashier or random ashier that is roughly dressed upon beds and joints, and range ashler not over ten (10) inches in height, the dressing of all jambs, comers and ringstones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning and pointing of stone work, this Is to apply to all work on building sewers, bridges, railroads, or other public works, and to all kinds of stone, particularly to the products of the locality where the work is being done, and the same shall be considered stone masonry. Stone masons shall have the right to use all tools necessary in the performance of their work.

- (20) ARTIFICIAL MASONRY - The cutting, setting and pointing of cement blocks, brickcretes, cement brick and any other concrete product used in the exterior or interior of buildings. when set with or without mortar by the usual customs of the journeymen mechanics, and the controller of all substitute materials for the clay or stone products used in the backing up of external walls; the building of party walls, columns, girders, beams, floors, stairs and arches and the plastering of all external walls, to grade with cement plaster and any building being constructed or repaired.
- (21) A BAC member shall drill all holes in the masonry unit missed in the prefabrication of the masonry unit. A BAC member shall do all work required to anchor masonry units when done on the job site. The BAC member may use power tools to the performance of his duties. Welding torches are tools of the trade and shall not be limited to any single craft. Equipment shall be provided for by the employer.
- (22) TILE LAYERS - The laying or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair raisers. facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window sills, or stools used in connection with any tile work, also prepare and set all concrete, cement, brickwork or other foundation or materials that may be required to properly set and complete such work; the setting or bedding of all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing hearth or mantle of a fireplace, or the mantle complete, together with the setting of all cement, brickwork or other material required in connection with the above work; also the slabbing and fabricating of tile mantles, counters and the tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantle, hearth, or facing or not and the setting and preparing of all materials such as cement, plaster, mortar, brickwork, iron work, or other materials necessary for the proper and safe construction and completion as such work, except that a mantle made exclusively of brick, marble or stone, shall be conceded to the bricklayers, marble setters, or stone mason, respectively.
- (23) It will be understood that the word "tile" refers to all burned clay products as used in the tile industry, either glazed or unglazed and to all composition materials made in single units up to 15" x 20" x 2" except quarry tiles larger than 9" x 9" x 1 1/4", also to mixtures in tile form of cement that are made for and intended for use as finished floor surface, whether upon interior or exterior floors, stairs, promenade roofs, garden walks, interior walls, ceilings, swimming pools and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories when built in walls, or for decorative inserts in other materials.

- (24) MARBLE MASONS - Marble masons work shall consist of the carving, cutting, setting of all marble, slate, stone, alberneen, semionyx, vitrolite and similar opaque glass, scagiola, marblethis and all artificial imitation or cast of whatever thickness or dimensions. This shall apply to all work, such as sanitary, decorative and other purposes inside or outside of buildings of every description whenever required, including all polish, hones or sand finish; also the cutting and fitting of above materials after same leave mills or ship, and the laying of all marble tile, slate tile and terrazzo tile. Foreman over any marble masonry shall be marble setters; at no time shall anyone other than marble masons be a foreman.
- (25) MOSAIC AND TERRAZZO WORKERS - Marble Mosaic, venetian enamel and terrazzo, the cutting and assembling of art ceramic, glass mosaic, the casting of all terrazzo in shops and mills. All scratch coat on walls and ceilings, where mosaic and terrazzo is to be applied shall be done by plasterers, with an allowance of not less than one-half inch bed to be conceded to mosaic and terrazzo workers. All bedding above concrete floors or walls, that the preparation laying or setting of metal or wooden strips and grounds shall be the work of the terrazzo workers. All terrazzo finished (rustic) or rough washed for interior or exterior of buildings, or any substitute that is applied under the same method as mosaic or terrazzo shall be set by mosaic or terrazzo workers. Cutting and assembling of art ceramic and glass mosaic comes under jurisdiction of the mosaic workers and the setting of same shall be done by the tile setters.
- (26) TILE, MARBLE AND TERRAZZO FINISHERS - Shall do all handling of sand, cement, lime, tile, marble, terrazzo and all other materials that maybe used by the tile, mosaic, marble and terrazzo mechanics upon being delivered to the building or at the job, hand rubbing, rolling, mixing, formulating, grinding, grouting and cleaning all marble, tile, mosaic and terrazzo floors, and wainscoating, and such other work as is required in helping a mechanic as is the established custom of the trade in the Constitution of the Tile Finishers International Union. There shall be no limitation of tools, equipment, or machinery used.
- (27) On any job in the jurisdiction of Locals No. 40 & 46 Ohio, the first finisher on any job shall be from the home Local where the work is being performed; he shall be Steward and be appointed by Business Agent.
- (28) On all jobs coming under the jurisdiction of this agreement the following ratio of mechanics to finishers shall be observed:
- 2 Mechanics - 1 Finisher
  - 3 Mechanics - 2 Finishers
  - 4 Mechanics - 2 Finishers
  - 5 Mechanics - 3 Finishers

On larger crews the foregoing ratio will be observed.

- (29) PLASTERING - All exterior or interior plastering, plain and ornamental when done with stucco, cement and lime mortars or patent substitutes materials or synthetic plasters such as “dry-vit” or “stow” materials or by any other manufactures name, 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 other part of construction of any sort when covered with any plastic material, in the usual methods of plastering is the work of the plasterer. The Installation of all Styrofoam or other backing materials regardless of how these materials are to be attached shall be the work of the plasterer. The casting and sticking of all ornaments of plaster or plastic compositions, the cutting and liting of cracks, shall be the work of the plasterer. All cornices; moldings, coves, and bull noses shall be run in place on rods and white mortar screens and 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 plasterer.
- (30) Any decision of the International Union covering artificial masonry, precast panels, nail-ons, etc. shall be incorporated in this agreement as part of the craft jurisdiction.
- a. BAC members will perform any work that uses rain screen products when those products use materials of a type traditionally installed by BAC members.
  - b. If available, Contractor shall employ a certified, trained BAC member to perform:
    - i. the alignment of the robotic or mechanical devise on the scaffold;
    - ii. the performance of all measurements necessary for proper layout and installation of masonry units and materials;
    - iii. the loading, inputting or transferring of data, maps, measurements and plans into the robotic or mechanical device;
    - iv. the installation and adjustment of story poles and other related guidance systems (e.g. laser guides);
    - v. the coordination and proper placement of all masonry into or onto the robotic or mechanical device;
    - vi. the calibration of the interface between the robotic or mechanical device and story poles or other guidance systems; and
    - vii. all other adjustments and calibrations necessary for the proper functioning of the robotic or mechanical device.
    - viii. The operation of the robot or mechanical device, including the operation of computers (including tablets and other portable electronic devices) and controls;

- ix. All quality control operations that ensure that masonry units and materials are being installed properly (e.g. set plumb and level and spaced properly in terms of height and bonding requirements); the management of mortar controls; and the management of ongoing calibrations.
  - x. The cleaning and routine maintenance of the robotic or mechanical device.
  - c. The Joint Apprenticeship and Training Committee shall pay for the training and certification of BAC members to perform the aforesaid work.
- (31) CEMENT MASONS - All concrete construction, including foremanship of same, such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs of poured concrete and all flat surfaces of cement, rock, asphalt, the laying and spreading and finishing of all types of bituminous concrete including all types of vacuum mats used in the drying of cement floors in preparing same for finish, the operation of power driven floats and trowelling machines, shall be that of the BAC Cement Mason. Mastic flooring, whether laid free handed or in precast form on the job; otherwise known as asphalt or mastic tile, and all other types of resilient floor covering, the finishing and washing of all concrete construction, using any color pigment when mixed with cement in any other form, mosaic and nail coat when done by blush, broom, trowel, float, or any other process including operation of machine for scoring floors or any other purpose they may be used for in connection with the cement masons' trade. The rodding, spreading and finishing of all top materials, sills, coping, steps, stairs and risers and running all cement, and plastic material six inch (6j base or less, shall be the work of the BAC Cement Mason. All preparatory work on concrete construction to be finished, or rubbed, such as cutting of nails, wires, wall ties, etc., patching, brushing, chipping and bush hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, resetting of all strips, screeds, stakes and grades and curb forms. All glass set in cement. The pointing, patching and caulking around all steel or metal window frames that touch concrete. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps generators, air compressors, tanks, etc., that are set on concrete foundations. All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of the same, such as sidewalks, steps, floor slabs, beams, joists, walls, leveling plates and columns, also, the screeding, finishing, rubbing, grouting, pointing and patching of same. This shall not constitute a waiver of the Bricklayers to set, plumb, level, align, caulk, grout, paint, dry-pack pre-cast concrete units and the bolting or welding of same. All form work that is not more than twelve inches (12") high and is not composed of any more than one piece of material high shall be set by cement finishers.

- (32) When pouring concrete slabs or concrete, the surface of which is too struck off or finished to a given line, all cement masons necessary to finish same shall start at work coming within the jurisdiction of the BAC cement mason, when pouring begins. This applies also to pouring of topping on old slabs or any other surfaces.
- (33) The curing, hardeners and sealers used on finished concrete, whenever necessary, whether by chemical compounds or otherwise, shall be the work of the BAC Cement Mason.
- (34) The spreading or darbying, toweling, screeding of all types of magnesium oxychloride cement composition floors shall be the work of the magnesite composition BAC Cement Mason; including all types of oxychloride granolithte or terrazzo composition floors, hand grinding, or machine grinding; the preparation of sub-floor surfaces, bonding, the preparation and installation of ground or base courses, steps and cove base. The purpose and Intent of the six inch (6) base law will not be defeated.
- (35) All magnesite composition work shall be done under the Supervision of a competent and qualified composition BAC Cement Mason.
- (36) All composition, mastic, rock asphalt and magnesite work are the work of the BAC Cement Mason.
- (37) Gunnite work handling of the cement gun. When the work is less than one and one-half inches (1 1/2") in thickness, the handling and control of the nozzle shall be the work of the BAC Cement Mason.
- (38) Recognizing that the funds available for construction work shall accomplish the greatest possible benefits for the public, the Contractor and the Union agree that all machinery that increases man hour production of Cement Masons shall be used without restrictions.
- (39) There shall be no restriction on the use of the Finishing or Floating Machines. Under no circumstances shall work be left under machine finish unless so specified in the specifications by owners or architect.
- (40) If any work must be done exclusively after regular working hours, said work shall be done at eight (8) hours pay for seven (7) hours work. All work in excess of seven (7) hours shall be at the rate of one and one half (1- 1/2) times the regular rate.
- (41) FOREMAN - On all jobs requiring two (2) or more Cement Masons, there shall be a Foreman. The Foreman may work with his tools regardless of the number of employees he is directing. Whenever the Cement Mason is asked to take charge of the Laborers,

layout the work and handle the details of the work, it is agreed that he shall receive Foreman's wages even though one (1) Cement Mason is on the work. The Foreman shall receive orders from the Superintendent only. The Cement Mason Forman and Superintendent in charge of the job shall determine the number of Cement Masons necessary to handle the job. If they disagree, the Contractor shall be responsible for any inferior work if it develops the cause was from working shorthanded.

- (42) FOREMAN RATE - To be ten percent (10%) above the journeyman scale.
- (43) GENERAL FOREMAN - To be twenty percent (20%) of journeyman scale.
- (44) Any Cement Mason forced to work in the rain shall be amply protected with a raincoat furnished by the Contractor. Cement Masons shall not be required to work in a room with open coke salamanders.
- (45) Where Cement Masons are waterproofing or finishing floors in elevator pits or sumps, the area shall be planked over solid one (1) story above.
- (46) When finishing concrete, the work shall be completely finished; there will be no finishing of the previous day's work on the following day with the exception of inclement weather.
- (47) At such times as the Contractor required overtime work, as permitted by this Agreement, it is agreed that there shall be a thirty (30) minute paid lunch period at the end of the first two (2) hours of overtime. In the event additional overtime is required exceeding an additional four (4) hours, the Contractor agrees to pay the men for a second thirty (30) minute lunch period.
- (48) The use of Concrete Saws for cutting construction joints on all work, and the filling of such joints with material such as latex epoxies, lead, mastic, tar and similar materials shall be done by the BAC Cement Mason.
- (49) The Contractor shall furnish straight edges (5, 4) stock darbies, knee boards, carborundum stones and brushes. Straight edges being pulled by one man shall not exceed twelve feet (12') in length.
- (50) The BAC Cement Finishers shall put in expansion strips (wet screeds): do all waterproofing, lead wool, synthetic solutions, membranes, etc., he shall do curing of all kinds, (water, burlap, and all emulsions spray cures.)
- (51) Lunch time shall be midpoint of the normal workday or the BAC Member shall receive one (1) hour's overtime pay for the missed lunch time and he shall be permitted to take



time for lunch before his sixth (6th) hour as long as work does not stop or hinder the progress of work.

- (52) PREMIUM PAY - When working on vertical slip forms, jump forms or continuous forming of any kind, the Cement Mason shall be paid one dollar and fifty cents (\$1.50) per hour above the base rate for all work from the base up to fifty (50) feet. Above that height, he shall be paid at the rate of time and one-half (1 ½) the regular rate.
- (53) All free standing stack work shall be one dollar and fifty cents (\$1.50) per hour above the regular scale of wages from ground level to top of the stack. This will include all brick and masonry cement on industrial and institutional free standing stacks; also concrete work and exterior masonry from a swinging stage or Boson's chair. Radial brick, common brick, face brick, and acid brick linings. All sandblasting and the laying of carbon masonry material in all swinging stage and/or scaffold will be at the rate of One dollar and fifty cents (\$1.50) per hour above the regular scale of wages plus Boson chair. Any time members of the I.U.B.A.C. are required to work on "hot" work, they shall receive two dollars and fifty cents (\$2.50) per hour above scale.
- (54) Cement Masons working on colored or shake floors and epoxy floors shall receive one dollar (\$1.00) per hour above the regular scale.
- (55) Premium topping materials (emery, iron, etc.) will be one dollar (\$1.00) per hour above the regular scale.
- (56) REFRACTORY WORK - Backfill on all firebrick work shall be done by bricklayers only and at such time as the specified height is reached and after walls are completely in level courses.
- (57) All walls over sixteen (16) inches thick shall be saddled by two bricklayers. The line shall be raised on both sides simultaneously.
- (58) When electrical grinding stones or carborundums are being used, the men that are not so engaged shall leave that part of the job until the grinding operation is finished. No one bricklayer shall be kept grinding continuously and adequate rest periods shall be given to the men engaged in this operation.
- (59) Scaffold height on oven walls shall not exceed four (4') in height. This does not apply to generator walls.
- (60) It shall be the duty of any member to assist a fellow bricklayer who may be causing a delay.

- (61) Four (4') feet shall be scaffold height in ovens, stoves and stacks. A solid scaffold must be installed every six (6') feet in blast furnaces. Platform boards shall be two (2") inches thick. A bench scaffold four (4) feet in width must be installed at the height of three (3') feet in blast furnaces. The last course of scaffold height shall be the tram course.
- (62) All ladders shall be staggered and not straight up and down. Adequate lighting is to be provided to insure safety when ascending or descending ladders. A stopping off place shall be provided every twenty (20') feet with a back rest. An emergency ladder shall be suspended from the top in all blast furnaces.
- (63) When Bricklayers are engaged in laying brick where dusty conditions exist, the Contractor shall provide approved respirators and necessary instruction of their use. He shall also provide safety goggles when conditions warrant the same; he shall provide the necessary precautionary devices on jobs where gas may exist so that the men may be warned in due time. When bricklayers are employed on excessively hot work, the Contractor shall provide proper counter-fatigue aids which shall meet the standards of the State Medical Board. The Contractor shall provide proper gloves and protective materials when handling hot work. He shall supply wooden shoes or similar devices when the employees are working on heated surfaces, and the Contractor shall be responsible for all tools, clothing and shoes of the bricklayer that may have been burned in the performance of their work. This shall also apply to other jobs where clothes, tools and/or shoes are destroyed due to exceptional conditions.
- (64) When bricklayers are working on blast furnaces, stoves, dust catchers, stacks, or other firebrick jobs where scaffolds are used, the Contractor shall have fire extinguishers on the scaffold at all times.
- (65) When working in blast furnaces and high temperature cement is used the Contractor shall furnish safety glasses.
- (66) No racking back shall be permitted in a blast furnace.
- (67) Bricklayers shall not be required to start more than one course of bottom block at a time. Each course shall be finished and ground before another course is started.
- (68) All caulking and cutting of asbestos rope shall be the work of the Bricklayer.
- (69) A ten (10) minute period shall be allowed at the end of a shift when employed on firebrick work. Adequate time shall also be allotted for walking time to and from, the plant's parking lot.

- (70) On all blast furnace work, scaffolding shall be a minimum of four (4') high and a maximum of four feet six inches (4' 6") high. All scaffolding shall be of the solid type, excepting the large cable type used in the blast furnace. No scaffold shall be raised higher than eighteen (18") inches below the top of a solid wall.
- (71) All connections in blast furnaces, stoves, etc. which are using a poured substitute shall be puddled by members of the I.U. of B. & A.C. This shall include all plastic brick substitutes therefore.
- (72) No clays shall be mixed in the enclosure where refractory brick are being laid, a separate shed shall be provided for the mortar man, all refractory brickwork shall have a sweeper on the job to keep floors, walks, runaways and scaffolds free of dirt, dust and he shall keep same properly wet down at all times.
- (73) When bricklayers are working on carbon material, they shall have twenty (20) minutes clean up time before lunch and before quitting time. The Contractor shall furnish kerosene or diesel oil for soaking tools in each night at quitting time. He shall also furnish cleaning cloths and detergents for bricklayers use when working on carbon material.
- (74) Tools shall be dressed at the expense of the Contractor, or the Contractor shall furnish and install carbolic tips as required.

## **ARTICLE II**

### **UNION REPRESENTATION AND HIRING**

- (75) UNION SECURITY - Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the Union, on the effective date of this agreement shall continue their membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union. All employees who are not members of the Union and all persons who hereinafter become employees shall become members of the Union if qualified, on the eighth (8th) day following the beginning of their employment or on the eighth (8th) day following the effective date of this Agreement, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union whenever employed under and for the duration of this Agreement.
- (76) The Union may notify the Contractor in writing of any default on the part of an employee to pay his initiation fee and/or membership dues, and if the employee has not paid his

initiation fee and/or membership dues within seven (7) days from the receipt of such written notice, the Contractor shall discharge such employee, provided membership was available under the same terms and conditions generally applicable to other members. Further, all employees who fail to maintain their Union membership as above provided, shall be discharged by this Contractor.

- (77) STEWARDS - The Union shall have the right to place a Steward from the Union Hall on all jobsites within the jurisdiction. All Stewards shall have a minimum of Ten (10) Hour OSHA Construction Health & Safety Training. The Steward shall check all Union books to insure that the provisions of Article II are complied with. The Steward shall take up all grievances on the job and try to have same adjusted: in the event he cannot adjust them, he must promptly report the fact to the Business Agent. No Steward will be discharged or transferred until a hearing is held between the Business Representative of the Union and the Contractors Representative to hear evidence of the circumstances surrounding the discharge.
- (78) The contractor shall acknowledge the steward in the performance of his duties, and allow him reasonable time to carry out such duties.
- (79) The Steward, while serving as such, shall have “top” seniority rating. Stewards shall be given preference of employment and overtime as long as there is work available which he is capable of doing. He shall not be discharged or transferred without prior notice to the Union or the Business Agent. The Steward shall see that all overtime is shared equally.
- (80) The Steward shall have no authority to call a strike, slowdown of work, or perform any other act that would be in violation of this Agreement. He shall, however, be permitted to remove any members from a scaffold or job condition that is hazardous or unsafe.
- (81) The Local Union Business Agents may consult with the Steward on the job or with any employee provided it does not unnecessarily interfere with the progress of work on the job. The Union Business Agent shall clear with a representative of the employer when visiting a job. Access to the jobsite cannot be denied.
- (82) When a complete layoff occurs on a project, The Local Steward shall be the first employee called back when the job starts up again.
- (83) The Contractor agrees to hire (when available) sixty-five percent (65%) of employees from the Local Union having jurisdiction over the project site. Foremen are not considered as part of this ratio. This ratio is meant for the benefit of Local member living in the local jurisdiction, regardless of age, race, creed, color, sex or national origin.

- (84) The Contractor does agree to give the Union at least twenty- four (24) hours' notice when requesting new members to report for work.
- (85) No Employee shall work for any Contractor who is not in compliance with the Workman's Compensation Law of Ohio, the Unemployment Insurance Act and the applicable Federal Laws.
- (86) The Contractor and Union shall not discriminate in hiring of employees and will conform to State and Federal Laws with respect to hiring. Any employee referred to the Contractor at the Contractor's request and then not put to work by the Contractor shall be paid reporting pay of two (2) hours.
- (87) It is a condition of this Agreement, agreed to by both the Union and the Contractor, to provide equal opportunity of employment for all qualified persons, and to prohibit discrimination in employment because of age, race, creed, color, sex or national origin. There shall be full compliance with all applicable Federal and State statutes, regulations, rules and orders of appropriate Federal and State agencies having jurisdiction over the subject matter of discrimination in employment.
- (88) SUBCONTRACT PROVISION - This Agreement shall bind all Subcontractors working for a Contractor on the job site upon who, this Agreement is binding. Any Contractor who sublets any of his work must sublet that work subject to the terms and conditions of this Agreement. Any work covered by this Agreement shall only be sublet to contractors who have signed this Agreement.
- (89) TRAVELING CONTRACTORS - When the Employer has any work specified in this agreement to be performed outside of the area covered by this Agreement and within the area covered by a standard Collective Bargaining Agreement with another affiliate of the International Union of Bricklayers and Allied Craftworkers, regardless of location, the Employer agrees to abide by the full terms and conditions of the standard Agreement in effect in the jobsite area with respect to all of the employees, wherever hired, who perform such work, except as provided in the next sentence of this paragraph. Employees covered by this Agreement who are sent to projects outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Appendix A of this agreement but in no case less than the established minimum wage scale of the local Agreement covering the territory in which such work is being performed plus all contributions specified in the jobsite local Agreement. The employer shall in all other matters be governed by the provisions established in the jobsite local agreement. If employees are sent to work on a project in an area where there is no

Agreement covering the work specified In Article 1 of this Agreement, the full terms and conditions of this Agreement shall apply.

### **ARTICLE III** **WORKING CONDITIONS**

ALL JOBS MUST BE REPORTED TO THE LOCAL UNION AT LEAST 24  
HOURS PRIOR TO STARTING ANY WORK ON A PROJECT.

- (90) PRE-JOB CONFERENCE - It is agreed that upon request of either party a pre-job conference shall be held at least five (5) days prior to the commencing of work. It is further agreed that the Union may request and hold a joint pre-job conference with the Contractor and/or Subcontractors on an individual basis.
- (91) It is understood that no agreement may be made at the pre-job conference which will, in effect, change, modify or abrogate the Labor Agreement in effect between the two parties hereto.
- (92) The Union shall place no limitations upon the amount of work which an employee shall perform during the working day and there shall be no restrictions imposed against the use of any type of mechanics tools, appliances or labor saving devices. Materials or equipment may be secured from any market or source except for prison-made goods.
- (93) SPLIT CREW - When the crew is split up with one gang working inside and one gang working outside, if inclement weather sets in, the outside gang shall come inside to work.
- (94) If any men are sent home for any reason, everyone shall be sent home. The steward, apprentices and 1 designated layout man will be permitted to remain on the job. Between November 1 and April 1 a rotation crew can be set up on an equal split basis that has been agreed to by both the union and the contractor. The steward and apprentices never rotate.
- (95) If a crew is steadily employed prefabricating masonry units they shall be permitted to continue working. If for any reason, the fabricating crew cannot work they may be sent home.
- (96) The first coffee break is at midmorning for a period of ten (10) minutes called by the steward. In the afternoon, the second break will be taken at midafternoon for a period of ten (10) minutes called by the steward. All breaks must be taken and do not rollover from one day to the next.

- (97) The Steward or Business Agent shall be notified prior to the hiring of additional men on the job.
- (98) FOREMEN - Only journeymen B.A.C foreman shall give instructions to other B.A.C. members. Foremen must be members of I.U. of B. & A.C.
- (99) When two journeymen are employed on a job, the Contractor shall designate one as foreman and pay him as such.
- (100) FOREMAN RATE - To be ten percent (10%) above journeymen scale.
- (101) No member working in the capacity of foreman may violate or cause or attempt to cause any employee to violate any provision of the collective bargaining agreement or any provisions of the constitutions of the Bricklayers and Allied Craftworkers Locals 40 & 46. The foreman shall not raise the lines on walls unless he is working on said wall. The foreman shall be allowed to layout work with measuring and marking devices and tools.
- (102) It shall be the function of the Foreman to tell the employee what he wants done, how he wants it done and see that the work is properly done. He shall be responsible for the placing of the men, assigning their tasks and maintaining safe working conditions, planning and effective execution of the work. The BAC Forman shall be the only person to present a BAC member with a layoff check.
- (103) GENERAL FOREMAN - If there are two (2) or more men working on a project receiving foreman's pay, and one has the authority to give direction to the others, he shall be designated as a "General Foreman." If two or more men, working under a maintenance agreement receive foreman pay, one shall be designated as general foreman and shall be paid as such. The General Foreman's pay rate is twenty percent (20%) above the journeyman rate.
- (104) The Contractor may discharge any employee, for just cause or failure to observe the safety precautions or other rules and regulations prescribed by the Contractor for the health, safety and protection of his employees. However, no employee shall be discharged for defending the rights of a fellow employee under the terms of this Agreement. No Steward will be discharged or transferred until a hearing is held between the Business Representative of the Union and the Contractors Representative to hear evidence-of the circumstances surrounding the discharge.
- (105) TRANSFER OF EMPLOYEES - Employees covered by this Agreement may be offered the opportunity by the Contractor to accept employment on any other project of the Contractor within the individual local jurisdiction of this Agreement, but said

employment, if accepted by the Employee, is subject to the terms and conditions of this Agreement.

- (106) The Contractor will abide by the Safety Code (1.C.-3) of the State of Ohio and with applicable Federal Safety Regulations and it is further agreed that the employee will abide by such safety regulations.
- (107) Contractors are to furnish a suitable room or shanty with sufficient lighting for all employees use. Once the number of masons on a project exceeds four (i.e. 5 or more) the contractor is to furnish a suitable room or shanty for masonry employees' use, with ample seating capacity and room for the keeping of their tools, clothing and eating their lunch. Said room or shanty shall be kept clean at all times and be heated when necessary from October 1st to May 1st. Where combustible fuels are used, all stoves shall have chimneys or flues. Necessary sanitary facilities, properly secluded, shall be provided for the members on all jobs. Contractors shall keep on the job at all times a modern and sanitary container for drinking water. Individual cups shall be furnished and cold water with ice shall be furnished in hot weather at all times.
- (108) Any employee leaving the job site before quitting time without first notifying the Foreman or other designated management personnel, shall be sufficient reason for discharge.

#### **ARTICLE IV** **WORKING RULES**

- (109) All units exceeding forty (40) pounds per unit, shall require two (2) men to lay them. All units over modular twelve (12) inches regardless of weight shall require two {2} men to lay them.
- (110) No Steward or Foreman shall act as the exclusive sawman unless he is the only man on the job site.
- (111) The Contractor agrees to furnish mason line. All tools and wearing apparel for cleaning and caulking shall be furnished by the .Contractor or Subcontractor.
- (112) When Bricklayers are employed laying firebrick, artificial stone, or architectural terra-cotta, the Contractor shall furnish all chisels over twelve (12) inches in length and all saws when they are required; he shall pay for all sharpening of the mechanics tools when required. The Contractor shall furnish all mechanical devices necessary for the performance of the work classified as brick masonry and artificial masonry.



- (113) It is agreed that members of the I.U. of B. & A.C., will not be required to pick up any "brass" numbers or be required to punch a time clock except as required by an Owner. If "brass" numbers, etc. are required to be picked up, it shall be done after starting time and prior to quitting time.
- (114) Any man or men laid off after fifteen (15) working days due to lack of work, reduction in forces or any legitimate reason, shall be called back first, if available. This is to apply for thirty (30) days after lay-off only. However, any member not having fifteen (15) working days shall be transferred or laid-off before a member having fifteen (15) working days unless the Contractor has the consent of the Union or its Representative. This section applies only on a job basis and is in no way to be considered on a Company-wide basis. When an employee is laid off or discharged, the Contractor shall furnish the man with a lay-off slip, stating the reasons for such lay-off or discharge and shall include the correct name and address of the employer and dates of the man's employment.
- (115) In cases where the members are compelled to lose time during the regular working day, for the erection and/or the stocking of materials on scaffolds or the breakdown of equipment, they shall be paid for four (4) hours if such stoppage occurs before the lunch hour and if such a stoppage occurs after the lunch period, they shall be paid for eight (8) hours. The employees must remain on the job to be eligible for such pay, unless told he can leave by the employee. If such breakdown or stoppage carries over to the following day, the men shall be notified whether or not they shall report for work the next day.
- (116) No employee shall raise the line more than one (1) course except to clear obstructions.
- (117) SILICA SAFETY PROGRAM - In order to protect the health and safety of employees against the ill-effects of silicosis and other respiratory diseases, the dry cutting of masonry units and concrete by means of hand-held, gas powered or electrical, portable "chop saws" and skill saws, and the dry grinding of masonry and concrete materials shall be prohibited on all projects. The only exception to this provision will be when it is determined that the use of water is not feasible. When such tasks are identified, the employer must ensure that engineering and work practice controls are in place to control dust. The Employer shall take any and all precautions necessary to remove and/or protect from exposure, all employees not directly involved in the dry cutting or grinding of masonry and concrete.
- (118) Respirators should only be used as the primary method of protection if other engineering and work practice controls are not feasible. When respirators are used, in accordance with OSHA regulations, employers must provide workers with respirators as part of a complete respiratory protection program that includes the proper selection of cartridges, training and fit testing to ensure that the worker is able to wear a respirator.

- (119) The Contractor agrees that on all cutting machines, he will furnish safety or diamond blades, and will furnish equipment for cutting (wet or dry) such as respirators, safety goggles, rubber aprons and gloves and a means of heat for the sawperson in cold weather. No employee shall operate a wetsaw unless provided with a wooden platform on which to stand and unless the saw is properly grounded.
- (120) The Union and the Contractor agree that in order to protect the health and safety of the employees against the ill effects of silicosis and other respiratory diseases, the Contractor shall follow all OSHA regulations regarding grinding, dry cutting, and shall have both a certified Respiratory Protection Program and a Silica Safety Program. The Employer shall take any and all precautions necessary to remove and/or protect from exposure, all employees not involved in the dry cutting of masonry.
- (121) The Contractor shall be liable or responsible for the loss of all tools and clothing due to fire or theft by forcible entry while employees are off the job. Such loss of tools and clothing not to exceed Five Hundred (\$500) dollars, it being understood that employees shall submit a notarized statement substantiating the loss. In case of accident by a scaffold breaking, the Contractor shall be responsible for damage to tools for a sum not to exceed Two Hundred (\$200) Dollars.
- (122) The erection and operation of scaffolding including, but not limited to mast climbing scaffold for use by BAC members must be approved by a competent person who can verify to the BAC Steward upon request that he/she has received training in the erection of scaffolds.

#### **ARTICLE V**

#### **HOURS OF WORK, PAY DAY, REPORTING, AND OVERTIME PROVISIONS**

- (123) Eight (8) hours pay will be received for eight (8) hours of work. The eight hours will be worked between 7:00 A.M. and 4:30 P.M. with a thirty (30) minute uninterrupted lunch break. Clean up-time of (10)-minutes will be given and the employees will remain on the job until quitting time.
- (124) If job conditions or the cooperation with other trades warrants same, time worked before 7:00A.M., during the normal lunch hour and after 4:30P.M. will be at one and one-half (1 1/2) times the regular rate of pay, except refractory work, which will be at double time rate. Any work after 12 hours will be paid at the double-time rate. Five days, Monday through Friday, shall constitute a regular work week.

- (125) When and if the normal construction industry trades enact within their contract to allow four (4) ten (10) hour days to comprise a forty (40) hour week, then both parties agree to work out suitable language for this agreement.
- (126) If Daylight savings time is reinstated in the winter months, the quitting time may be changed to 5:30 P.M.
- (127) One and one-half (1 1/2) times the employee's regular rate of pay shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater, but not both. Any work after twelve (12) hours shall be at the double-time rate.
- (128) Double the regular rate of pay shall be paid for all work on Sundays and the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and the Local Union Picnic Day. If any of the Holidays fall on Sunday, they shall be observed on the Monday following. If any of the Holidays fall on a Saturday, it shall be observed on the prior Friday.
- (129) No overtime work shall be done without the expressed permission of the Business Representative. No work shall be performed on Labor Day except in cases of extreme emergency.
- (130) SHIFT WORK -Where two shifts are employed, the first shift shall work eight (8) hours, the second shift shall work seven (7) hours and thirty (30) minutes for eight (8) hours pay. Where three (3) shifts are employed, the third shift shall work seven (7) hours for eight (8) hours pay.
- (131) The second and third shifts shall on Friday night work at straight time rates in order to complete a full five-day week.
- (132) When two (2) ten (10) hour shifts are worked, the first shift will work nine and one-half (9 1/2) hours for ten (10) hours pay, the second shift will work nine (9) hours for ten (10) hours pay. When two twelve (12) hour shifts are worked the first shift will work eleven and one-half (11 1/2) hours for twelve hours pay, the second shift will work eleven (11) hours for twelve hours pay.
- (133) Under no circumstances shall an employee work more than one shift in any twenty-four (24) hour period.
- (134) On a one shift operation if any work must be done exclusively after regular working hours said work shall receive eight (8) hours pay at regular scale for seven (7) hours and

thirty (30) minutes work. All work in excess of seven hours and thirty (30) minutes shall be at the overtime rate.

- (135) All men working in this jurisdiction may be paid in currency or check, on the job, or via automatic direct deposits, at least one-half (1/2) hour before quitting time on pay day, pay at two times the regular rate of pay will be paid for time waiting for checks after quitting time. Five (5) days will be held back if the Contractor so desires. Contractors paying employees via direct deposit shall provide employee paper or electronic documentation of the number of hours and payment amounts. An employee without access to a computer or other electronic device may request such documentation to be provided on paper.
- (136) If the employees are not working on the regular pay day, they shall be paid, on the job, before 9:00 A.M. The employees shall be paid the regular rate of pay for any time waited thereafter. Any Contractor who fails to have sufficient funds in the bank to meet all pay checks issued to members of the I.U. of B. & A. C. shall forfeit his right to pay by check. The contractor shall furnish to each employee a record of the amount paid in the period in which the wages were earned, the number of hours worked and all payroll deductions fully itemized.
- (137) When an employee is laid off, he shall be given one-half (1/2) hour's notice of same to collect tools and clothing and leave the job site, and shall be paid in full on the job unless otherwise agreed upon between the Union and the Contractor. If an employee is laid off during non-working hours, the employee shall receive one (1) hour extra pay. (Layoff is payoff)
- (138) Employees are to be paid the wages applicable to the work performed without any discount and in return, the Contractor shall receive a fair and honest day's work without any slowing down or stoppage of work.
- (139) Any injured employee shall be paid in full for any time lost on the day of injury, if in a doctor's opinion he cannot return to work because of an undisputed occupational injury suffered on the job that day.
- (140) Employees receiving a bad check (non-negotiable) shall receive an additional eight (8) hours wages and, if not paid within twenty-four (24) hours, the members of the I.U. of B. & A.C. shall be removed from the job and shall not return until satisfactory financial arrangements have been made.
- (141) When an employee reports to the job site at starting time and inclement weather makes it impractical to work, or work is not provided, and employee has not been notified by the

Contractor two (2) hours prior to starting time, the employee shall be paid twenty (\$20) dollars travel expense. The employee must remain on the jobsite for one (1) hour ready to work in order to qualify. After one (1) hour, the employee shall be compensated at full rate of pay. If work is stopped during the regular hours of work due to inclement weather, the employee shall receive pay for actual time worked rounded up to the next full hour. The steward and foreman shall determine when weather conditions are not suitable to continue work.

- (142) SATURDAY MAKE-UP DAY - Saturday will be worked as a make-up day, if any time is lost due to circumstances beyond the contractor's control on a Monday, Tuesday, Wednesday, Thursday OR Friday. Straight time will be paid up to a total of 40 hours worked. Any hours worked past 8 hours in one day shall be paid at 1 ½ times the regular rate of pay up to 10 hours. Any hours worked past 10 hours in one day shall be at 2 times the regular rate of pay. If any company employee on the jobsite is being compensated at 1 ½ times the regular rate of pay or more, then all BAC Members employed by the company on that job shall be compensated as such.
- (143) 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 for refusing to work a Saturday make-up day. The Employer may use company employees from other jobsites to work in place of employees who refuse to work a Saturday make-up day. The employer shall notify the Local Union office before any Saturday make-up day is worked and if company employees from other jobsites will work in place of employees refusing make-up day.
- (144) Paragraph 144 Saturday Make-Up Day does not include the Cement Masons or Refractory Masons.
- (145) The first coffee break is at midmorning for a period of ten (10) minutes called by the steward. In the afternoon, the second break will be taken at mid-afternoon for a period of ten (10) minutes called by the steward. All breaks must be taken and do not rollover from one day to the next.
- (146) ALCOHOL AND DRUG POLICY - Employee involvement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and Union, therefore, agree to establish a policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

The Policy shall be in accordance with the policy established by the Ohio - Kentucky Administrative District Council.

**ARTICLE VI**  
**GENERAL WORKING CODE AND CONDITIONS**

- (147) Mortar boards and material shall be securely raised up a minimum of sixteen (16") inches, but not more than thirty-six (36") inches.
- (148) Material should not be stock piled higher than forty-eight (48") inches above the working scaffold or standing level where the employee is working.
- (149) There shall be ladders provided for all scaffolds.
- (150) At no time shall a wall or lead be built over four (4') feet, eight (8") inches in height for scaffold high, unless in extreme necessity. No scaffold shall be built in such a manner that the standing level is above the wall.
- (151) On wall or leads of four (4") inches, six (6") inches or eight (8") inches clay partitions they may be built five feet two inches (5'2") or five feet three inches (5'3) for scaffold high.
- (152) Whenever, in the construction of any wall, there is a possibility of danger to the employee, no working level shall be situated so as to require the employee to reach down more than twelve (12") inches in the performance of his work. There shall be no "double jumps" while raising scaffolding foot planks except to clear an obstruction.
- (153) Masonry walls shall not be less than eighteen (18") inches above a cable or suspended scaffold.
- (154) All walls over fourteen and one half (14 1/2") inches in thickness shall be manned by two men, one on each side of the wall when both faces of the wall are finished.
- (155) Where dusty conditions prevail, respirators shall be furnished and worn. Safety goggles shall be provided and worn when engaged in work requiring them. During hot weather or on "hot" jobs, the Contractor shall provide suitable fatigue aids.
- (156) It is further agreed that when the safety and general health of the employee is endangered the Contractor shall correct such situations.
- (157) It shall be the duty of the employees to comply with all job safety and sanitary conditions provided by the Contractor. Repeated failure to comply with such regulations or

conditions shall be reason for termination without recourse. All safety equipment furnished by the Employer shall remain the property of the Employer and shall be returned to him. All hard hats shall have new liners before reissuing.

- (158) When a mason is working in a ditch he shall have a minimum of sixteen (16") inches from the face of the wall to the side of the ditch in which to work.
- (159) The two inside planks of all scaffolds shall be kept clear of all materials. Foot scaffolds shall not exceed eighteen (18) inches in height, measured from the level on which the supports are placed. There shall be no more than three (3) Inches of open space between the foot plank and the wall. When in excess of twelve (12") inches but not over eighteen (18") inches in height, the supports shall be small horses not more than one tier high.
- (160) When scaffolding stacks or chimneys, if the cable type is used, the cable shall be of proven strength and planking shall be of number one (1) grade material and clear of knots. All provisions of OSHA rule 1926.45 for scaffolding shall be complied with.
- (161) No ladder shall extend more than thirty (30') feet without a break or platform. See OSHA standard.
- (162) PREMIUM PAY - Any job or project that pays a premium, overtime or bonus to recruit men, such bonus, premium or overtime shall continue to be paid until said job or project is completed. However, the Union may, at its discretion, waive such pay if the situation warrants.
- (163) When a Contractor bring members of the I. U. of B. & A.C. into the jurisdiction stated herein and pays them a higher rate of wages than is called for by this Agreement, all members of the I.U. of B. &A.C. on that particular job or jobs shall receive such wages. Subsistence and transportation pay are not to be considered as wages and shall be paid on a separate check.
- (164) The ramming and spading of plastics and gunniting shall also be paid at the rate of one dollar and fifty cents (\$1.50) above the regular rate. When a man starts on acid or carbon brick he shall be paid the premium pay for the full day, regardless of the number of hours actually worked on these materials.
- (165) All free standing stack work shall be one dollar and fifty cents (\$1.50) per hour above the regular scale of wages and ground level to top of the stack. This will include all brick and masonry cement on industrial and institutional free standing stacks; also concrete work and exterior masonry from a swinging stage or bolsun's chair. Radial brick, common brick, face brick, and acid brick linings. All sandblasting and the laying of carbon

masonry material in all swinging stage and/or scaffold will be at the rate of one dollar and fifty cents (\$1.50) per hour above the regular scale of wages plus bonus chair; When working on vertical slip forms, Jump forms or continuous forming of any kind, the Cement Mason shall be paid one dollar and fifty cents (\$1.50) per hour above the base rate for all work from the base up to fifty (50) feet. Above that height, he shall be paid at the rate of one and one-half (1 ½) times the regular rate.

- (166) Any time members or the I.U. of B. & A.C. are required to work on “hot” work, they shall receive Two Dollars and fifty cents (\$2.50) per hour above the scale.

## **ARTICLE VII** **APPRENTICES**

- (167) In order to maintain a sufficient number of skilled mechanics in the building and construction industry, the necessity for the employment of apprentices is hereby recognized and the employment and proper training of as many apprentices as is reasonable and practicable shall be encouraged and undertaken by the Contractor and the Union. The Apprenticeship Program shall be administered by the Joint Bricklayers Apprenticeship Committee composed of equal representation from the Contractors and the Union. The Contractor and the Union hereby agree to be bound by the terms of an Agreement and Declaration of Trust establishing an “Apprenticeship Education and Trust Fund.” The Bricklayers Joint Apprenticeship Committee shall from time to time determine and set the amount of contribution to said Trust Fund. A certified copy of the annual audit of such Fund shall be made available to all participating Contractors.
- (168) 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.
- (169) It is mutually agreed that a Contractor shall not employ any apprentice or Mason Trainee other than one who is in this Local's jurisdiction, if available, unless specifically agreed to by the Local Union.
- (170) At the discretion of the joint apprenticeship committee Contractors, who in the previous calendar year employed BAC members for a total of 6,000 man hours or more, shall employ an apprentice, if available. It is also agreed that if three (3) BAC members are



employed on the job, then one (1) employee will be a duly registered apprentice if available of this Union. This ratio shall be consistent at five (5) journeymen to one (1) apprentice if available, thereafter.

(171) Apprentice Pay shall be:

1<sup>st</sup> Year 60%

2<sup>nd</sup> Year 65%

3rd Year 80%

4th Year 92%

(172) The Apprentice may operate the masonry saw and other cutting tools under the supervision of a bricklayer Steward or Foreman, for training purposes only and shall not exceed ten (10) hours per week. The Apprentice shall not drive trucks or perform other work than that which is not directly associated with the masonry trade. The Apprentice must be on the wall, (laying material), at least 50% of his work week.

(173) The control of all Apprentices working in the jurisdiction of the Unions signatory to this Agreement shall lie in the hands of Joint Apprenticeship Committees and all Apprentices shall be subject to the decisions of said committees.

(174) The Joint Apprenticeship Committee shall consist of equal representatives from the Union and from the Contractor Alternates shall be appointed from each group. The Trustees of the Apprenticeship, Education and Training Trust Fund shall also attend the meetings of the Local J.A.C.

(175) The Contractor and the Union agree to abide by the Standards of the Joint Apprenticeship Committees, and all Apprentices shall be subject to the decisions of said committee. The Apprentice shall not be laid off from the job so long as two journeymen bricklayers are employed on said job. The last three members on a job shall be a journeyman or foreman, the Steward and a Local Apprentice. The Contractor shall notify the JAC or the Local Union when an Apprentice is laid off.

(176) IMPROVERS - Improvers shall not receive full journeyman's scale, but shall work for the rate of wages agreed upon between the individual Employers and the Union, with the following exception. If improvers are working on prevailing wage projects that require the payment of journeyman wages by law, then for that project, the improvers shall be paid as journeyman.

- (177) If and when the District Council starts a District wide Training Center, or similar entity, it is understood that any funds set aside for training purposes may be directed to the operation of such center at the discretion of the Union.
- (178) The Employers are required to pay a subsistence stipend of One Hundred and Fifty Dollars (\$150) to an Apprentice working for them for the day spent in school provided the Apprentice has been available for work and on the payroll for four (4) days prior or four (4) days after the school day. The Apprentice will only be able to receive the stipend if the week they are attending school is not a make-up week.

### **ARTICLE VIII** **APPRENTICESHIP TRAINING**

- (179) The Employers and the Union hereby agree to the classification of: Mason Trainee: the duties of the classification shall be to work with and take direction from the Employer and journeymen Bricklayers and Stone Masons on the job to train the Mason Trainee to become qualified to enter the apprentice training program.
- (180) 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 ability of individuals to enter the Apprentice Program.
- (181) The wage rate of the **Mason Trainee** shall be as follows:

**1<sup>st</sup> 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\*\*

**2<sup>nd</sup> 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 and Welfare Fund for each hour the **Mason Trainee** receives pay from the Employer. No contribution to Pension Funds is required.

- (182) In the interest of maintaining a well trained work force the ratio of apprentices to journeymen and **Mason Trainee(s)** to apprentices\*\*\* shall not exceed the table below.

<u><b>Journeyman</b></u>		<u><b>Apprentice</b></u>		<u><b>Mason Trainee</b></u>
<b>1-2</b>	allows	<b>1</b>	permits	<b>1</b>
<b>3-4</b>	allows	<b>2</b>	permits	<b>1</b>
<b>5-6</b>	allows	<b>2</b>	permits	<b>2</b>
<b>6-10</b>	allows	<b>3</b>	permits	<b>2</b>

\*\*\* Apprentices must be employed prior to hiring **Mason Trainee(s)**.

For each additional five (5) journeymen one (1) apprentice may be added, for every three (3) additional apprentices registered with the Bureau of Apprenticeship and Training through the BAC Local 40 - 46 OH JATC program one (1) **Mason Trainee** may be added.

- (183) When the **Mason Trainee(s)** is accepted as an apprentice all negotiated Fringe Benefits shall be paid on behalf of the apprentice in accordance with the collective bargaining agreement.

## **ARTICLE IX**

### **FRINGE BENEFIT FUNDS**

- (184) The fringe wage benefit programs contained herein shall apply to all Contractor members of the former association, The North Central Ohio Council of Employers, all members of the Construction Employers Association signatory hereto as well as any or all Contractors who may become signatory or bound by this Agreement, and any other Contractor or Group of Contractors who become a party to an Agreement covering the Local fringe wage benefit programs set forth herein.
- (185) All Contractors bound hereby do agree to be bound by the Agreements and Declarations of Trust, as amended, establishing Pension Plans, Welfare Plans, and Apprenticeship Funds, copies of which all parties agree have been furnished to and read by all Contractors bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declaration of Trust and any Rules, Regulations or Plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Contractors bound hereby irrevocably designate the Contractor Trustees of said Funds and their successors, as their representative for the purposes set forth in said Agreements and Declarations of Trust.
- (186) Fringe Wage Benefit contributions shall be paid at the following rates for all hours paid to each employee by the Contractor under this Agreement at straight time hours worked, and at one and one half (1 1/2) the hourly rate for overtime hours worked at time and one-

half and all hours worked at the double-time rate, hours worked shall include reporting hours paid.

- (187) The Fringe Wage Benefit contributions shall be paid as outlined in Appendix A. The payments to the Fringe and/or Benefit Funds covered under the terms of this Agreement shall be made by each Contractor/Employer on or before the fifteenth (15th) day of each month covering the required payments for the preceding month. Contributions not received by or postmarked later than the twentieth (20th) day of the month, to allow for weekends and legal banking holidays shall be assessed ten percent (10%) liquidated damages on the unpaid balance.
- (188) The liquidated damage assessment shall accrue interest from the date that it is found to be due and owing, until paid.
- (189) INTERNATIONAL MASONRY INSTITUTE - as stated in Appendix A of this Agreement
- (190) BRICKLAYERS PENSION FUND - as stated in Appendix A of this Agreement.
- (191) BRICKLAYERS HEALTH AND WELFARE FUND - as stated in Appendix A of this Agreement.
- (192) THE BRICKLAYERS AND TROWEL TRADES INTERNATIONAL PENSION FUND - The contribution to the Bricklayers and Trowel Trades International Pension Fund (IPF) shall be as stated in Appendix A of this Agreement for each hour or portion thereof, for which covered employee receives pay. In accordance with the mandates of the Pension Protection Act of 2006 (PPA), the Employers agree to contribute \$0.76 to the IPF's PPA for each hour or portion thereof, for which the Employee receives pay. Future increases shall be per the Pension Trustees' recommended schedule and derive from negotiated increases. The payments required above shall be made to the Bricklayers and Trowel Trades International Pension Fund (IPF), which was established under an Agreement and Declaration of Trust, dated 1 July 1972.
- (193) BACSAVE 401(K) - The Employer hereby agrees to participate in BACSAVE -- 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.
  - a. The Employer will make or cause to be made pre-tax payroll deductions from participating Employees' wages at the rate of \$0.25 to \$6.00 per hour (Employee's choice) for each hour worked. Employees are responsible for obtaining a Salary Deferral Card from BACSAVE and showing the card to the Employer at the start of each job before such deductions can be made. Such deductions from

participants are due on or before the 15th day of the month following the month for which the deductions were made, ("Due Date"), subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward these funds to the International Trowel Trades Fringe Benefit Funds 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.

- b. Process Contribution Rate Changes. Members have an opportunity to start and/or change their contribution rates once per year. Contributions can be stopped at any time. To change an existing contribution rate, members will need to submit a new enrollment form to the Bricklayers and Trowel Trades International Pension Fund. The Fund office must receive this form 15 days before the first day of the month it is to take effect. Participants will receive a new Salary Deferral Card noting their new contribution rate. They will need to show the new deferral card to participating Employers to have the amount withheld from their paychecks adjusted accordingly.
- (194) BRICKLAYERS PER CAPITA - Each employer shall withhold from each Employee dues check-off for each straight time and overtime hour worked as established by the Union. This dues check-off will be shown on the combined form provided by the Union to the Employer.
  - (195) 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 fringe benefits, then such discontinued contributions or payments shall be reinstated and added to and become part of the total of the hourly wage rate provided for in this Agreement.
  - (196) The Union may elect to apportion any amount of increase payments and/or contributions as it sees fit provided thirty (30) days' notice is given to the Employer prior to the date of the increase.
  - (197) It is further understood and agreed to between the parties that duly authorized representatives of any of the said Trust Funds 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 upon whom the Contractor is obligated to make contributions.
  - (198) For Contractors/Employers not previously party to an agreement with Ohio Bricklayers, or in the event that any Contractor/Employer becomes delinquent in the payment of any

fringe benefit contributions, the Union may, in its sole discretion, require the Contractor/Employer to post an appropriate wage and/or fringe benefit performance bond, report and pay fringe benefit contributions on a weekly basis, pre-pay fringe benefit contributions, or comply with any other reasonable request by the Union to assure prompt, accurate and secured payments for fringe benefit contributions due and owing by the Contractor/Employer.

- (199) Any delinquency shall be deemed a breach of the Agreement and the Union may resort to any remedies available for breach or default of the agreement including, but not limited to the right to withhold its services from any delinquent Contractor/Employer until payment is made and any delinquency resolved.
- (200) In addition to the assessment of liquidated damages, in the event that any action or proceedings against any participating Employer is necessary to enforce the payment of any contributions to the Fringe Benefit Funds in the timely manner, as outlined above, the Trustees or the Union shall have the right to sue and recover on behalf of the Funds, the amount of the unpaid contributions, if any, plus the assessed liquidated damages, plus interest as appropriate, and any and all court costs and reasonable attorney's fees.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

- (201) The Contractor shall make the assignment of work based on the area practice of the industry and what has been traditionally the work of BAC members.
- (202) If the Union contends that the work has been wrongly assigned, the Union shall notify the Contractor of its claim.
- (203) The purpose of this Agreement is to promote a harmonious relationship between the Contractor and the Union and to settle any disputes occurring during the life of this Agreement in a peaceful manner as outlined herein.
- (204) GRIEVANCE PROCEDURE - It is specifically agreed that any controversy arising during the effective period of the Agreement involving the application or interpretation of any 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 Local Union or to the attention of the Union by the Employer within five (5) working days after the alleged violation is committed or should reasonably have been discovered. A grievance shall be resolved in accordance with the following procedures:

STEP 1 – The grievance shall be referred to the jobsite Local Union steward and to the Employer’s representative at the jobsite for settlement.

STEP 2 – If the grievance cannot be settled within twenty-four hours pursuant to Step 1 of this procedure, the grievance shall be referred on the following working day to the applicable Local Union Business Manager and to the Employer’s representative.

STEP 3 – If the grievance cannot be settled pursuant to Step 2 of this procedure within three working days, excluding weekends and holidays, the grievance shall be submitted within two working days to the District Council Director who shall attempt to resolve the matter with the Employer.

STEP 4 – If no resolution is reached between the parties’ the grievance will be submitted in accordance with the rules and regulations of the American Arbitration Association. The decision reached by the American Arbitration Association shall be final and binding. The cost and fees for the grievance shall be paid by the losing party.

- (205) The Contractor agrees that its employees will not be required under penalty of discharge or discipline of any kind to walk through or cross in any manner any picket line maintained by any labor organization, and any refusal to cross a picket line, singly or in concert, shall not constitute a breach of this Agreement.

## **ARTICLE XI**

### **CONSTRUCTION INDUSTRY SERVICE PROGRAM**

- (206) 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, 2015, each employer covered by this Agreement shall pay to said Trust Seventeen cents (\$0.17) for each hour paid by the Employer to each journeyman, apprentice or other employee within the bargaining unit. Thereafter, the contribution into the Construction Industry Service Program (“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 the 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 area covered by this Agreement 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 area covered by this Agreement.
    - d. Payment of management's expenses in connection with the administration of activities jointly administered with unions in the construction industry in the area covered by this Agreement. (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 area covered by this Agreement.
    - 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 area covered by this Agreement to insure conformity by all Employers with the terms and conditions of such wage agreements.
    - g. Payment of management's expensed for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.
    - h. Payment of the cost of drug testing.



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. 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. Payments and reports in duplicate for each monthly contribution period shall be mailed or delivered to the program office on or before the fifteenth (15<sup>th</sup>) day of the following month.
7. Payments postmarked or delivered by messenger after the twentieth (20<sup>th</sup>) day of the following month shall be subject to an additional charge of ten percent (10%) per month until paid, to reimburse the Construction Industry Service Program for damages due to additional administrative expense, impairment of reserves, and costs of collection arising from late payment.
8. Violation of this Article shall constitute a grievance under the Agreement which may be filed at Step 4 of the grievance procedure. However, the Union has no role or responsibility regarding the collection of payments or the processing or administration of the grievance procedure for any alleged failure to make payments. Any grievance arising under this section is solely between the CEA and a contractor.
9. 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 XII**

### **SAVINGS AND SEPARABILITY**

- (207) It is mutually agreed that if any clause, term or provision of this Agreement is or is hereafter found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other Board or Agency having jurisdiction in the matter, such clause, term or provision shall be or become inoperative and of no effect, without disturbing the other clauses, terms and provisions of the Agreement, and the remaining parts of this Agreement shall remain in full force and effect.

- (208) In the event any clause, term or provision of this Agreement is found to be illegal or in contradiction of any court ruling, National Labor Relations Board ruling, or ruling of any other Board or Agency having jurisdiction in this matter, said clause, term or provision shall be renegotiated to the mutual satisfaction of the parties; but, during such renegotiation, there shall be no interruptions of work by lockouts, strikes or other labor troubles.

### **ARTICLE XIII** **DURATION OF AGREEMENT**

- (209) The Agreement shall be effective as of June 1, 2018 and shall remain in full force and effect until Midnight May 31, 2021 and shall continue to remain in full force thereafter from year to year, provided that this Agreement will terminate at the expiration of the initial or any subsequent annual period if either party gives written notice to the other party of its desire for termination, at least sixty (60) days before such annual date; and provided further that if this Agreement is not so terminated and either party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before such annual date, then this Agreement shall remain in full force and effect on a day-to-day basis after such annual date until a new Agreement is negotiated and signed or until either party gives the other five (5) additional days written notice of termination.
- (210) IN WITNESS WHEREOF, we the undersigned duly authorized representatives of the B. & A.C. Local Unions listed herein and the Construction Employers Association executed this Agreement on the 1<sup>st</sup> day of June, 2018.

### **ARTICLE XVI** **CONFLICTING AGREEMENTS**

- (211) If Local 40 or 46 I.U. of B. & A. C. enters into any agreement with any individual employer or group of employers within the jurisdiction of this Agreement containing any more favorable wages, hours, fringe benefits, conditions or other cost items than those herein, the Union agrees that any such more favorable total cost shall be automatically extended in the employer signatories through a reduction in the base wage rate.

### **APPENDIX A** **RATES OF PAY- EFFECTIVE DATES OF RATES AND FRINGES**

- (212) INTERNATIONAL MASONRY INSTITUTE - The masonry industry in the United States and Canada has great and definable needs in the fields of apprenticeship and training, advertising and promotion, research and development, and labor/management relations

which must be met if the industry is to grow and prosper. The parties to this agreement believe that the International Masonry Institute is the most effective and efficient instrument for meeting these needs because it offers the greatest possibility integrating activities in these programs areas in the effective manner and coordinating them through a single regional/international system.

- (213) The payments required above shall be made to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, 14 March 1981, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, 22 July 1970) and/or to the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, 6 November 1974.)
- (214) In the event one or more of the trust funds to which contributions are to be made under this Agreement is merged with or into another trust fund, the contributions shall then be made to the successor fund.

The following pay rates are for all crafts recognized by the International Union of Bricklayers and Allied Craftworkers unless otherwise noted.

Journeyman Rates: Effective June 1, 2018 for LOCAL 40 - All fringes are to be paid on hours paid.

Base Hourly Rate	+	\$30.37
Health and Welfare	+	\$9.20
State Pension	+	\$6.23
International Pension	+	\$2.60
IPF PPA	+	\$1.32
Apprenticeship	+	\$0.20
IMI	+	\$0.54
CISP	+	\$ 0.18
OSBCT Dues Check Off	-	\$0.05
Dues Check-Off	-	3.5% of Gross Hourly Wage or Rate Established by the Union
Local Check-Off	-	.5% of Gross Hourly Wage or Rate Established by the Union
Forman Additional 10%		
General Forman 20%		
All refractory overtime is to be paid at the double time rate.		

Sawman Rate: One Dollar (\$1.00) per hour above the journeyman rate.

For other premiums see Paragraphs 55 - 58 and 165 - 167

Journeyman Rates: Effective June 1, 2018 for LOCAL 46 - All fringes are to be paid on hours paid.

Base Hourly Rate	+	\$30.74
Health and Welfare	+	\$9.00
State Pension	+	\$6.23
International Pension	+	\$2.60
IPF PPA	+	\$1.32
Apprenticeship	+	\$0.20
IMI	+	\$0.51
CISP	+	\$0.18
Dues Check-Off	-	3.5% of Gross Hourly Wage or Rate Established by the Union
Local Deck-Off	-	.5% of Gross Hourly Wage or Rate Established by the Union
Foreman Additional 10%		
General Foreman 20%		

All refractory overtime is to be paid at the double time rate.

Sawman Rate: One Dollar (\$1.00) per hour above the journeyman rate.

For other premiums see Paragraphs 55-58 and 165-167

Tile, Terrazzo and Marble Mason's Finishers:

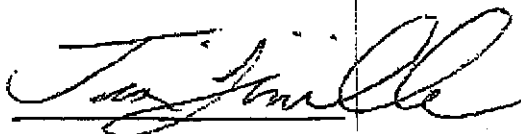
Base Hourly Rate	+	\$27.00
Health and Welfare	+	\$9.00
State Pension	+	\$6.23
International Pension	+	\$2.60
IPF PPA	+	\$1.32
Apprenticeship	+	\$0.20
IMI	+	\$0.51
CISP	+	\$0.18
Dues Check-Off	-	3.5% of Gross Hourly Wage or Rate Established by the Union
Local Deck-Off	-	.5% of Gross Hourly Wage or Rate Established by the Union

Future increases are as follows to be allocated by the Union:

<b><u>Local 40</u></b>		<b><u>Local 46</u></b>	
June 1, 2019	+ \$1.31	June 1, 2019	+ \$1.31
June 1, 2020	+ \$1.30	June 1, 2020	+ \$1.30

INWITNESS WHEREOF, the parties hereto have affixed  
their signature this 1st day of June, 2018

THE CONSTRUCTION EMPLOYERS ASSOCIATION  
CLEVELAND OHIO.



Tim Liville, C.E.A. Cleveland, Ohio

LOCAL UNION NO. 40 & 46 OF TOLEDO, OHIO  
INTERNATIONAL UNION OF BRICKLAYERS AND  
ALLIED CRAFTWORKERS




Kenneth Kudala - OHKYADC



Don Ellis - Local 3 OHKYADC



Matt McClister - Local 40 OHKYADC



Tim Linder - Local 46 OHKYADC

### **ASSENT TO COLLECTIVE BARGAINING AGREEMENT**

In consideration of the benefits to be derived and other good and valuable consideration the undersigned employer, does hereby join in adopt accept and become a party to the collective bargaining agreement heretofore made by the Construction Employers Association with Local Unions 40 and 46 of the International Bricklayers and Allied Craftworkers including all of the provisions therein and any amendment made thereto, and including those provisions pertaining to contributions to Trust Funds, and agrees to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required, and authorizes these parties to name the Trustees to administer said Funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Company

By \_\_\_\_\_

\_\_\_\_\_  
Title

Witness \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip

\_\_\_\_\_  
City, State, and Zip

BWC No. \_\_\_\_\_

Federal ID# \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E Mail. \_\_\_\_\_

\_\_\_\_\_  
FOR THE UNION