# Bricklayers and Allied Craftworkers' Agreement 2015 - 2020

## OHIO ADMINISTRATIVE DISTRICT COUNCIL – LOCAL # 5 CLEVELAND, OHIO

International Union of
Bricklayers & Allied Craftworkers
Of America, AFL – CIO

AND
THE MASON CONTRACTORS ASSOCIATION OF CLEVELAND, OHIO

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# BRICKLAYERS and ALLIED CRAFTWORKERS AGREEMENT
## Cleveland, Ohio 2015 - 2020

## PREAMBLE

WHEREAS, the parties hereto desire to stabilize employment in this building and construction industry, agree upon wage rates and conditions of employment and do away with strikes, boycotts, lockouts and stoppage of work.

This Agreement made and entered into by and between the Construction Employers Association of Cleveland, Ohio, and the Bricklayers and Allied Craftworkers (BAC) Local No. 5 of Cleveland, Ohio, International Union of Bricklayers and Allied Craftworkers (IUBAC).

## ARTICLE I
### Craft Jurisdiction

Sec. 1. The Employer recognizes the union's claims that all classes of work covered by the I.U. of BAC come within the jurisdiction of BAC #5.

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

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

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

Sec. 5. All plastering of exterior unit masonry walls below grade; partitions of hollow tile and gypsum blocks; arch tile floors and tile fireproofing of structural steel; mineral work, cork blocks, styrofoam, acid brick, brick paving, alberene stone, boyardi tile or substitutes for the above material. Any coating installed over masonry for the purpose of surface bonding or block bonding. Aerated Autoclaved Concrete Units (A.A.C.) Units and all coatings that are applied to the A.A.C Unit.

Sec. 6. The BAC member will drill all holes in the Pre-Cast, Stone or Masonry unit missed in the prefabrication of the Pre-Cast, Stone or Masonry units. The BAC member will drill all holes in concrete to receive Pre-Cast, Stone or Masonry units. The BAC member will do all work required to anchor Pre-Cast, Stone or Masonry units including welding when done on job site. The BAC member will use all air or electrical power tools in the performance of his duties.

Sec. 7. Applying all cold waterproofing and plastering all unit masonry walls below grade, applying all non-decorative waterproofing, applying all mastic or substitutes for mastics and back parging of all masonry walls above grade.

Sec. 8. The BAC member shall caulk all openings and expansion joints that are built in masonry walls and all abutting units.

Sec. 9. The BAC member shall fill in all masonry walls with mortar, vermiculite or other insulating materials and concrete or sand, at the Contractor's option. The BAC member shall apply and install all types of insulation. The insulation methods shall include but shall not be limited to pumping, spraying, adhesives, wet or dry, interior or exterior masonry walls.

Sec. 10. The BAC member shall install against masonry walls clips or fasteners, which are to receive insulating materials normally, installed by the BAC member. The BAC member may also use epoxy to install masonry units and to attach the aforementioned clips or fasteners.

Sec. 11. The grouting of all Precast, pointing on Precast, the puddling of all Refractories and the pointing on

coolers (blast furnaces) is the work of the BAC member.

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

Sec. 13. Vibrant Mortar Trowel. The operating, aligning, plumbing, adjusting, maintaining, minor field repairing, filling the hopper with mortar and the operation of the power source, be it electricity or air, or any other power source used to operate this device and any other device, shall be the exclusive tool of the trade and shall be operated by only the members of the I.U. of B.A.C. The spraying of wet insulation (polyurethane) on walls or ceilings; into cores, cells or cavities of masonry walls; the installation of cork and low temperature styrofoam materials as used in freezers and refrigeration is the work of the BAC member. In the event the insulation is wet and pumped; the BAC member shall have exclusive control of the nozzle.

Sec. 14. All masonry material or refractory material that is to be salvaged, cleaned and used again, on or off job site shall be the work of the BAC member.

Sec. 15. Layout for any walls designated, as masonry that is ready for immediate erection shall be laid out by BAC members.

Sec. 16. The installation of any and all forms of masonry wall systems, including mortarless masonry veneers such as dimensional stone, thin stone panels, manufactured masonry and terra cotta veneer systems, including the installation of the mechanical anchoring systems used to secure the masonry veneer.

The BAC member shall do all setting, bracing and pouring of all Insulated Concrete Forms (ICF's).

Installation of Insulated Concrete Forms or ICF's regardless of manufacturer shall be the work the BAC member. This

work includes the lay-out; placement and installation of units; placement of reinforcement and final placement and finish of grout or concrete and vapor barriers.

The BAC member will lay all clay and concrete paving brick and all "garden wall" or retaining wall mortarless block."

Sec. 17. The Employers and the Union hereby agree to establish the classification of **Mason Trainee.** The sole purpose of this classification is to ensure that the Apprentice Program has a source of ready Apprentices. The Joint Apprentice Training Committee (JATC) shall monitor and maintain supervision of the **Mason Trainee(s)**. The Joint Apprentice Training Committee (JATC) will determine the availability of individuals to enter the Apprentice Program.

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

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

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

| Journeymen | Apprentice | Mason Trainee |
|---|---|---|
| 1-2 allows | 1 | permits 1 |
| 3-4 allows | 2 | permits 1 |
| 5-6 allows | 2 | permits 2 |
| 7-10 allows | 3 | permits 2 |

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

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

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

1st year **Mason Trainee**

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

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

2nd year **Mason Trainee**

50% of the base rate of the Journeyman**

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

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

**The following Sections 18-29 apply to Lorain County Only**

Sec. 18. The BAC member shall finish all concrete construction, such as buildings, bridges, silos, elevators, smokestacks, curbs, gutters, sidewalks, roofs, mass reinforced concrete slabs and all flat surfaces of cement. The operation and control of all types of vacuum mats used in the drying of cement floors in preparing same for machines, mastic or composition flooring, when laid free hand. Finishing or washing of all concrete construction, using any color pigment when mixed with cement in any other form – composition, magnesite rubbing and grinding and nail coat weather done by brush, broom, trowel float or any other process including operation of machine for the scoring of floors, or any other purpose they may be used for in connection with the trade.

Sec. 19. Rodding, spreading and tamping of all concrete, spreading of all top materials, sills, copings, steps, stairs, and risers and running all cement magnesite composition, oxide chloride and plastic materials (6") base or less shall be the work of the BAC member. All preparatory work on concrete construction to be finished or rubbed, such as cutting nails, wires, wall ties, etc., patching, grinding if done by machine or carborundum stone on all concrete construction, setting of all strips, stakes and grades. The operation or all cement guns, the cement nozzle and finishing all material applied by gun. Laying and finishing gypsum material roof. All dry packing, grouting and finishing in connection with setting all machinery, such as; engines, pumps, generators, air compressors, tanks and so forth, that are set on concrete foundations. Waterproofing concrete foundations when using a cement base.

Sec. 20. The work of grading concrete with a rake when brought to a grade. Curing finished concrete by chemical compounds. Setting and nailing all expansion strips for concrete floors in buildings, sidewalks, and driveways, setting all metal forms regardless of height, cutting and sawing joints, whether done by hand or machine, filling of all joints, grouting of all machinery, plates and anchor bolts. The BAC member shall have the right to use all the tools necessary to complete his work. All form work not composed of any more then one piece of material shall be set by the BAC member.

Sec. 21. When pouring concrete slabs or any

concrete, the surface of which is to be struck off to a given line, all BAC members necessary to finish same shall start at work when the pour begins. This applies also to pouring of topping on old slabs or any other surface.

Sec. 22. Curing, hardeners and sealers used on finished concrete wherever necessary, whether by chemical compounds or otherwise, shall be the work of the BAC member.

Sec. 23. Spreading. darbying, trowelling, screeding or all types of magnesium oxychloride cement composition floors, shall be the work of the BAC member. The preparation of all sub-floor surfaces, bonding, the preparation and installation of ground or base courses, steps and cove base. The purpose and intent of six (6) inch base law will not be defeated.

Sec. 24. 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 the owner or architect.

Sec. 25. All exposed industrial and commercial floor that are required to be hand trowelled shall be trowelled by hand at least once behind the finishing machine.

Sec. 26. Using concrete saws for cutting construction joints on new work, and filling such joints with material such as latex, epoxies, lead, mastic, tar and similar material shall be done by BAC members.

Sec. 27. The BAC member shall put in expansion strips (wet screeds), do all waterproofing, lead wool, synthetic solution, membranes etc. They shall do curing of all kinds (water, burlap and all emulsion spray cures).

Sec. 28. Installation of Insulated Concrete Forms or (ICF's); regardless of manufacturer; shall be the work of the BAC member. This work includes the lay-out; placement and installation of units, placement of reinforcement and final placement and finish of grout or concrete and vapor barriers.

Sec. 29. Subcontracting (A) The Employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction

project to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement. (B) All charges of violation of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedures for the handling of disputes and the final and binding arbitration of disputes.

Sec. 30. **Masonry Maintenance Specialist**. In the mutual interest of both parties, Employer and Union, to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this Agreement to employ school-to-work students. Provided that no conflicts exist with any federal or state laws. The Employer must be party to an apprenticeship program duly registered with the Department of Labor (DoL) and Ohio State Apprenticeship Council (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman base rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

## Article I (A) Marble Masons

Section 1. The following classes of work are specially understood as coming within the jurisdiction of the Bricklayers and Allied Craftworkers Union No. 5 Ohio I.U. of B.A.C.

Section 2. The erection or installation of all interior marble, structural glass, slate, or stone work, both natural and artificial (meaning by "stone" any work manufactured from such foreign or domestic products as are specified and used in interiors of buildings by architect and customarily called "stone" in the trade).

Section 3. The cutting, rubbing, pointing and final cleaning of all marble and stone, when the work is performed on the job. When marble is used on the exterior of a building this work comes under the jurisdiction of the stonemason. The only exception to this rule is if there is a one story stone front, the marble mason would be allowed to set the piers over and under windows and any returns into entranceways. However, if

it were a multi-story building this work would also come under the jurisdiction of the stonemason. If stonemasons are not available then marble masons can be employed to do this work at stonemason's wages.

Section 4. The carving, cutting and setting of all marble, slate, including slate blackboards, stone, alberene, carrara, Sanionyx, Vitrolite, and similar opaque glass, Scagliola, Marbleithic, Colorlith, and all artificial imitation or cast of whatever thickness or dimension. This shall apply to all interior work such as sanitary, decorative and other purposes inside of buildings of all descriptions whenever required, including all polished, honed or sand finish; also the cutting and fitting of the above materials after same leave mills or shop, as well as the accessories in connection with such work, and the laying of all marble tile, slate tile, and terrazzo tile. When marble is taken down to be reset and used again and is cleaned or cut in the process, this shall be done by the Marble Mason.

Section 5. When dowel holes are to be drilled in concrete or other materials to anchor materials handled and used by Marble Masons, the Marble Masons shall do the drilling of all dowel holes. The Marble Masons shall have the right to use all tools which they consider necessary in the performance of their work; including electric drills, electric hoists, chain falls, gin poles, chipping hammers, etc. The Marble Mason shall make all anchor holes cut or drilled into marble and granite, slate and stone regardless to the thickness to the stone material.

**Article I (B) Terrazzo-Mosaic Workers**

Section 1. THIS AGREEMENT pertains to the setting or installation of all classes of TERRAZZO AND MOSAIC, whether for interior or exterior purposes, (Except the setting of pre-cast Terrazzo or Mosaic controlled and awarded by the I.U. of B.A.C., to other branches of the I.U. of B.A.C.) This work to apply in any public or private buildings anywhere within the territory of the United States or the Dominion of Canada, for the members of the Party of the First Part. This article is unchangeable during the life of THIS AGREEMENT.

Section 2. It shall be understood that the work "TERRAZZO" refers to any kind of aggregates, whether crushed or manufactured and then crushed, regardless of the material

they are made of or the name that they may be called, and then mixed with cement or any other binding material in the right of proportions in the regular way at the building, laid or installed to form a finish for promenade roofs, garden walks, interior walls, ceilings, swimming pools, window stools and aprons, toilets, bath and shower partitions, mullion caps, cornices, etc., and all places where terrazzo may be used to form a finished surface for practical use, sanitary finish, or decorative purposes when installed by the usual terrazzo or mosaic methods. (Note) This classification does not, however, grant to the Mosaic and Terrazzo Workers or the Contractors the right to install or set pre-cast terrazzo or mosaic units, unless the branch or branches of the I.U. of B.A.C. controlling same are employed, or those awarded same through the I.U. of B.A.C. by past decisions of the Executive Board or convention.

Section 3. Also, it shall be understood that the word "Mosaic" refers to all kinds of mosaics made of marble, stone, Venetian enamel type, or colored glass, whether mounted on paper or set loose (by hand) at the building, laid or installed to form a finish for any exposed surface whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where mosaic may be used to form a finished surface for practical use, sanitary finish or decorative purposes when installed by the usual terrazzo or mosaic methods.

(Note) The above classification does not, however, grant to the terrazzo and mosaic contractors or the terrazzo and mosaic workers the jurisdiction over that portion of glass mosaic, already awarded and controlled by other branches of the I.U. of B.A.C.

Section 4. Recognizing the fact that some parts of the terrazzo and mosaic layers work are similar to that of members of other branches holding membership in the I.U. of B.A.C., it is understood that the work of the terrazzo and mosaic layers cover the following:

The layer of all terrazzo and mosaic where used for floors, walls, ceiling, walks, promenade roofs, stair treads, stair risers, fascia, newel soffits, window stools and aprons, etc., also to prepare and set all concrete cement, temporary grounds where projection in terrazzo occurs, or other foundations or materials

that may be required to properly set and complete such work; the laying or bedding of all terrazzo and mosaic with any other material required in connection with the above work; the building, shaping, forming, and constructing of all work; also the imbedding or setting of all strips of metal or any other material which may be used to form joints in and for the terrazzo and mosaic work. (Note) Except such pre-cast material controlled and awarded to other branches of the I.U. of B.A.C.

## ARTICLE II
## Geographic Territory

Sec. 1. It is recognized that the geographic jurisdiction of Bricklayers and Allied Craftworkers Local #5 consist of all of Cuyahoga, Lorain and Medina Counties in Ohio. With the exception of the Cement Mason trade which shall be represented in Lorain County only. It is further recognized that the territory listed above shall be the exclusive jurisdiction of the I.U. of B.A.C. Local #5.

## ARTICLE III
## Employment Regulations

Sec. 1. Whereas, the Union represents more than a majority of the employees covered by this Agreement, it is mutually agreed as follows:

(a) The Employer recognizes and acknowledges the Union as the sole and exclusive bargaining representative for all employees in the BAC classifications shown in the "Jurisdiction" herein above, including apprentices.

(b) All employees covered by this Agreement must become and remain members of the Union after the eighth (8) day following the beginning of their employment, or the effective date of this Agreement, whichever is later.

(c) All members of the Union who are in good standing at the date of this Agreement and all employees who thereafter become members shall, as a condition of employment, remain members for the duration of the Agreement.

(d) It is agreed that in respect to application for employment, interviews for employment and treatment during employment, all of the same shall be handled and conducted without regard to discrimination as to race, color, creed, religion, sex, national origin or ancestry.

(e) Whenever any words used in this Collective Bargaining Agreement in the masculine gender, they shall also be construed to include the feminine and neuter gender in all situations where they would so apply and wherever any words are used in the plural, they shall also be construed to include the singular.

Sec. 2. Employers shall not be required to hire Union men through the Union or through its representatives but shall have the right to direct and determine the size of the working forces including the right to select, hire, promote and demote in accordance with standards established or to be established by the company. At no time shall employees be transferred to another Employer without the consent of the Employer for whom they are working.

Sec. 3. No person shall have the right to interfere with workman during working hours. The Business Agent of the Union may consult with the Steward as required; and, in the case of a complaint, he may consult with the BAC member.

Sec. 4. The Employer and Union, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work.

Sec. 5. No limitation shall be placed upon the amount of work which an employee shall perform during the working day, nor shall there be any restrictions against the use of machinery, tools or labor-saving devices, nor against the use of any materials, raw or manufactured, except prison-made materials.

Sec. 6. The Union agrees to admit to full membership in its Union after eight (8) days from the beginning of their employment all competent masons who are citizens of

the United States or declarants for citizenship, upon payment of the regular initiation fee.

Sec. 7. Provided the employment is in accordance with the terms of this Agreement, the Union shall at all times use its utmost endeavor to furnish the Employer with all men that the Employer requests.

Sec. 8. Members of Local No. 5 Cleveland, Ohio will be given preference over permit men for employment at time of job completion and/or layoff.

Sec. 9. All safety equipment provided by the Contractor must meet O.S.H.A. standards.

## APPRENTICE-IMPROVER

The Employer and the Union agree to the utilization of Apprentice-Improvers, which are persons with some experience with the trade, but not enough to be a full journeyman. The Apprentice-Improver may perform any craft function within the craft's jurisdiction as determined by the Bricklayers & Allied Craftworkers International Union. The Apprentice-Improver will attend school. Pay scales are set by the prevailing wage rates of the Bricklayers Local Union and utilize the apprentice wage as stated in Article V, Section 6.

It is agreed that the Apprentice-Improver will receive Journeyman's status when the Apprentice-Improver completes the required work hours. All Apprentice-Improvers shall be members of the Bricklayers & Allied Craftworkers Local No. 5 Ohio, and all Apprentice-Improvers will be registered with the Department of Labor – Bureau of Apprentice Training, etc. The Employers recognize and acknowledge that Local No. 5 is the sole representative of all such classified Apprentice-Improvers.

## ARTICLE IV
## Apprentices

Sec. 1. In order to maintain a sufficient number of skilled mechanics in the building 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 practical shall be encouraged and undertaken by the Employer and Union.

Sec. 2. The apprentice program shall be administered by the Joint Bricklayer's Apprentice Committee composed of six (6) members; three (3) shall be selected by the Cleveland Chapter of the Mason Contractors Association and three (3) shall be selected by Bricklayers' Local Union No. 5. There shall be equal representation from the Employer and Union groups at all times.

Sec. 3. Said Joint Apprentice Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registrations, education and transfer of duly qualified apprentices, and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as a part of this Agreement. It is further provided that said Joint Apprenticeship Committee, in case of a deadlock on any issue, shall refer the matter in dispute to the Joint Arbitration Board for settlement.

Sec. 4. Every attempt shall be made to keep as many apprentices in training as is practical. However, when more than 10% of the already registered apprentices are unemployed, there will be no acceptance of new apprentices under the Joint BAC Apprenticeship process until the unemployment of apprentices has dropped below the 10% level.

Sec. 5. Every attempt shall be made to keep as many apprentices in training as is practical; and to achieve this, it is agreed that each Employer shall employ a ratio of one (1) apprentice to every one (1) journeyworker and <u>no less than one (1) apprentice to every five (5) journeyworkers.</u>

Sec. 6. The minimum term of Bricklayer Apprentices shall be four (4) years with an OJT attainment of six thousand (6,000) hours supplemented by the required hours of related technical instruction.

Sec. 7. It is agreed that in order to better our trade and to train sufficient skilled mechanics, a four (4) year apprenticeship shall be served. The Local Union shall compel all apprentice bricklayers to attend an apprentice school for a period of four years, said school to have Journeymen Instructors. It is further agreed that to defray all cost of operating such apprenticeship school, all Contractors performing work in the jurisdiction shall pay each locals negotiated rate per hour for all hours worked in order to maintain and support said school. All contributions shall be paid into the Northern Ohio Bricklayers and Allied Craftworkers Regional Training Center Trust.

Sec. 8. The Employer and the Union hereby agree to be bound by the terms of an Agreement and Declaration of Trust establishing an Education and Training Trust Fund.

Sec. 9. After May 1st 2015 thru April 30th 2020 the hourly contribution shall be twenty cents ($.20) per each straight time hour, thirty cents ($.30) for each time and one half hour overtime hour and forty cents ($.40) for each double time overtime hour.

Sec. 10. The above Apprentice Fund contributions shall be transmitted along with the contribution to the Health & Welfare, Pension, International Pension Fund, and Vacation Funds.

## ARTICLE V
## Wage Rates for Journeyman

Sec. 1. Effective May 1, 2015 and continuing through April 30, 2016 the taxable hourly rate for journeymen employees shall be $33.81 per hour, including contributions of $2.00 per hour to the Vacation and Savings Fund, 1% of total package per hour I.U. Dues Check-off, .5% of total package per hour to Local Union Dues Check-Off and 2.5% of total package per hour to OADC dues payments.

As of May 1, 2015 to April 30, 2016 the amount of increase is $1.22 per hour

As of May 1, 2016 to April 30, 2017 the amount of

increase is $1.22 per hour

As of May 1, 2017 to April 30, 2018 the amount of increase is $1.22 per hour

As of May 1, 2018 to April 30, 2019 the amount of increase is $1.15 per hour

As of May 1, 2019 to April 30, 2020 the amount of increase is $1.11 per hour

Sec. 2. It is understood that the Union may elect to apportion any amount of the increased payments and/or contributions to the Health & Welfare, Pension, International Pension Fund, or Vacation and Savings Plan provided thirty (30) days notice is given to the Employer to the date of the increase.

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

**Wage Rates for Apprentices**

Sec. 4. First six months or 750 hours whichever comes last-wage rate is 50% which no pension, apprentice, CISP, or Brick Promotion paid for the first six months or 750 hours which ever comes last.

Sec. 5. An apprentice shall receive an increase in pay at the expiration of each six-month period, as based upon the following schedule, provided he has worked at least 750 proven accumulated hours and attended a minimum of 144 hours of related school instruction per year:

Sec. 6.

| | |
|---|---|
| 1st 6 months and 000 - 750 hours | 50% or $16.91 |
| 2nd 6 months and 751 – 1500 hours | 55% or $18.60 |
| 3rd 6 months and 1501 – 2250 hours | 60% or $20.29 |

| | | | |
|---|---|---|---|
| 4th | 6 months and | 2251 – 3000 hours | 65% or $21.98 |
| 5th | 6 months and | 3001 – 3750 hours | 70% or $23.67 |
| 6th | 6 months and | 3751 – 4500 hours | 75% or $25.36 |
| 7th | 6 months and | 4501 – 5250 hours | 80% or $27.05 |
| 8th | 6 months and | 5251 – 6000 hours | 85% or $28.74 |

Fringe Benefits will be paid in accordance with the Collective Bargaining Agreement

Sec. 7. The Employers are to pay an Apprentice/ Improver working for them for the day spent in school provided the Apprentice/Improver has been available for work and on the payroll four (4) days prior or four (4) days after his school day.

Sec. 8. Apprentices who have completed two (2) years at the trade shall participate in the Vacation and Savings Fund at the same hourly rate as the Journeyman BAC member.

## ARTICLE VI
## Health & Welfare, Pension, International Pension Fund, Vacation and Savings and Industry Promotion Funds

Sec. 1. Tax Free Employer Contribution to the International Pension, IPF PPA, Local 5 Pension, Health & Welfare, Apprentice Fund.

From May 1, 2015 through April 30, 2016 unless increased by Supplemental Agreement of the parties hereto, the Employers, in addition to the above mentioned wage payments, shall report and remit to the Administration Office of the Bricklayers and Allied Craftworkers' Local Union No. 5, Ohio Funds the following contributions for all hours of work performed for Employers within the geographical limits of said Local Union's jurisdiction by any Journeyman, Improver or Apprentice properly employed under the jurisdiction and authority of Bricklayers' and Allied Craftworkers Local Union. No. 5, Ohio;

(a) $14.00 per hour for each hour worked by such employees at the "regular" wage payment provided herein;

(b) $21.00 per hour for each hour worked in those instances where an employee is entitled to "time and one-half" wage payments, as provided herein;

(c) $28.00 per hour for each hour worked in those instances where an employee is entitled to "double time" wage payments, as provided herein;

(d) Contributions for one-half hours worked by such employees shall be computed and paid in accordance with the respective bases set forth in (a), (b), and (c) above.

When received, the above-mentioned contributions shall be allocated, segregated and paid into the following Trust Funds by said Administration Office:

To Bricklayers' and Allied Craftworkers Local Union No. 5, Ohio, Health & Welfare Fund: $6.55 per hour for each hour worked at "regular" wage payments, and $9.83 per hour for each hour worked at "time and one-half' wage payments, and $13.10 per hour for each hour worked at "double time" wage payments.

Sec. 2. Employer Payments to the Vacation and Savings Fund

With respect to the Local Union's Vacation and Savings Fund, established as of November 1, 1967, (in which Apprentices who have completed two years work at the trade will participate) it is further agreed that the following specified Employer payments shall be made on behalf of all Journeymen, Improvers and eligible Apprentices as properly employed under the jurisdiction and authority of Bricklayers' and Allied Craftworkers Local Union No. 5, Ohio. The Vacation Fund shall pay out two times a year as of June 1 and December 1.

(a) From May 1, 2015 and continuing through April 30, 2016 unless increased by Supplemental Agreement of the parties hereto, said Vacation and Savings Fund shall be financed by the following Employer contributions as deducted and allocated from the wage payment herein specified:

1. $2.00 for each hour worked by such employees

at the "regular" wage payments provided herein; and

2. $3.00 for each hour worked in those instances where an employee is entitled to "time and one-half" wage payments provided herein; and

3. $4.00 for each hour worked in those instances where an employee is entitled to "double time" wage payment as provided herein.

(b) Contributions for one-half hours worked by such employees shall be computed and paid in accordance with the respective bases set forth in (1), (2), and (3) above.

Sec. 3. Management, Administration and Qualifications of the Funds – Rights and Remedies as to Delinquent Employers.

It is further agreed that:

(c) The contributions and payments made to said Funds shall continue to be held in accordance with the laws of the United States, the State of Ohio and the Agreements, Declarations of Trust, By-laws, Rules and Regulations duly established, adopted, arbitrated or amended with respect to said Funds; and the Benefit Plans of said Funds shall, as required by law, be and remain qualified under applicable provisions of the Internal Revenue Code of the United States.

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

(e) The refusal of any member or members of the International Union to work for any Employer during any period when such Employer is delinquent in making proper reports, remittances or other required payments to said Funds and such refusal has been authorized or sanctioned by said Local Union, shall not be construed as a strike, stoppage of work or boycott

within the purview of any existing collective bargaining agreement entered into by said Local Union, nor a matter requiring arbitration under the provisions hereof.

(f) It is understood and agreed to that duly authorized representatives of any of the said Trust Funds shall have the right on written notice to audit the financial records of any party obligated under this agreement, with respect to hours worked by and wages paid to all employees upon whom the Employer is obligated.

All audits shall be done within the jurisdictional limits of Bricklayers and Allied Craftworkers Local No. 5 regardless of the location of the employers' records or corporate offices. Further, it is understood and agreed that when a contractor is found delinquent in his contributions to the Fund for whatsoever reason, except minor math/clerical errors, the delinquent employer will pay all cost relative to the audit along with penalties and interest.

Sec. 4. Increased Contributions or Payment to the Health & Welfare, Pension, International Pension Fund, and Vacation and Savings Funds.

It is agreed, as desired by the Local Union and upon thirty (30) days' written notice, the parties hereto will modify this Agreement in order to make proper provision for the payment of increased contributions so the aforementioned Health & Welfare, Pension, International Pension Fund, and Vacation and Savings Funds. All such contributions or payments shall be deducted and allocated from the wage payments herein specified.

Sec. 5. Employer Contributions to the Industry Promotion Trusts.

The Employers shall report and remit to the Administration Office of the Bricklayers' and Allied Craftworkers Local Union No. 5, Ohio, Funds, in addition to all other contributions and payments required by Article VI, for all hours of work performed for Employers within the geographical limits of said Local Union's jurisdiction by any Journeyman, Improver or Apprentice properly employed under the jurisdiction and authority of Bricklayers'

and Allied Craftworkers Local No. 5, Ohio, an amount of twelve cents ($0.12) for each hour worked by such employees. When received, the above-mentioned contributions shall be allocated, segregated and paid into the following Trust Funds by said Administration Office:

Sec. 6. International Masonry Institute (I.M.I.) forty-eight cents (0.48) per hour for each hour worked by said employees.

(a) The undersigned parties do hereby ratify, adopt and confirm the Agreements and Declaration of Trust of the International Masonry Institute Promotion Trust and do hereby agree to be bound by each and every provision contained therein and do each and every act and things as required and provided therein. Said parties do further consent to the appointment of the Trustees heretofore designated and ratify, approve and consent to all matters heretofore done in connection with the creation and administration of said Agreements and Declarations of Trust of the International Masonry Institute Promotional Trust.

(b) In the event that Section 6 (a) shall become inoperative prospectively the taxable wage rate for Journeymen members of the Local Union shall be increased forty-eight cents (0.48) per hour as of the date the Employers are no longer obligated to make the above specified contributions to said trust funds.

Sec. 7 Bricklayers and Trowel Trades International Pension Fund

(a) The contribution to the Bricklayers and Trowel Trades International Pension Fund (IPF) shall be a total of one dollar ($1.00) 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 $0.30 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.

(b) 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.

Sec. 8 BAC Save 401(k)

(a) 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.

(b) 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.

(c) 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.

## ARTICLE VII
## Dues Check-Off

Sec. 1. The Employer agrees to deduct the periodic dues, initiation fees and assessments, which are specified by the Union from the wages of all employees covered by this Agreement: provided, however such employees shall first have executed a written authorization for the Employer to make such deductions; and provide further that the Employer shall also perform the foregoing in reliance upon copy of the authorization certified in the form of an affidavit by the Union to be a true and correct copy of the original which is on file, current and not revoked, and available for inspection at the headquarters of the Union.

Sec. 2. The amounts so deducted shall be promptly transmitted to the Union or otherwise in accordance with the assignment or instruction on the employees' "authorization".

Sec. 3. The amounts deducted for dues check off and I.U. dues check off, along with the required contributions and payments to the Health & Welfare, Pension, Vacation and Savings and Promotion Funds shall be included in the monthly reports transmitted by the Employers to the Funds Administration Office. International Pension Fund (IPF) and International Masonry Institute (IMI) contributions shall be paid directly to the Bricklayers & Trowel Trades International Pension Fund on forms provided.

## ARTICLE VIII
## Pay Regulations

Sec. 1. Except as hereinafter provided, employees shall be paid on each Friday, in currency. No more than three (3) days' pay shall be held back from the regular weekly pay. The wages paid shall contain a receipt showing the deductions for Social Security and withholding, number of hours worked and the amount of money enclosed. Any deduction from wages required by law or agreement shall also be marked upon this receipt. Pay at the appropriate overtime rate shall be allowed

any employee from quitting time who has not been paid. When the job does not work on Friday due to inclement weather, every effort shall be made to pay men by 10:00 a.m. Pay shall be made in any event not later than 12:00 noon. A penalty shall apply at straight time rate after 12:00 noon until pay is made. If extenuating circumstances exist, the Joint Arbitration Board shall determine these. This provision shall apply between November 1st and April 30th and further it shall apply only if the Bricklayers are on the job and available for pay.

Sec. 2. All Employers or Masonry Contractors who employ members of the I.U. of & A.C. shall contact the Local Union and will present to the Union current and in good order the following information prior to entering this jurisdiction:

1. Ohio Workers Compensation

2. Ohio Unemployment Compensation

3. Employer's Registration or Federal Identification Number

4. Any 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 Bricklayers and Allied Craftworkers Union#5 Funds 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 Bricklayers and Allied Craftworkers Union # 5 Funds that such cash deposit or surety bond has been furnished.

   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 of Bricklayers Local Union# 5.

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 BRICKLAYERS AND ALLIED CRAFTWORKERS UNION# 5 FUNDS to confirm that the amount of their cash deposit or bond is adequate based upon estimated number of workers.

SURETY BOND. 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 BRICKLAYERS AND ALLIED CRAFTWORKERS UNION# 5 FUNDS in the following amounts:

| | |
|---|---|
| A. One to four Employees | $20,000.00 |
| B. Five to fifteen Employees | $50,000.00 |
| C. Sixteen or more Employees | $100,000.00 (This is the maximum bond requirement) |

BOND INCREASE. A Participating Employer who employs more workers than originally estimated at time of signing shall increase the amount of its cash deposit or bond within two (2) weeks of receiving written notice from BRICKLAYERS AND ALLIED CRAFTWORKERS UNION# 5 FUNDS of an inadequate deposit. If the surety bond is not filed within five (5) business days thereafter, the Union upon notification from Bricklayers and Allied Craftworkers Union # 5 Funds, shall immediately withdraw the bargaining unit employees from the Participating Employer until such cash deposit or surety bond has been furnished.

DEMAND UPON CASH DEPOSIT OR BOND. BRICKLAYERS AND ALLIED CRAFTWORKERS UNION# 5 FUNDS shall have the right to make a demand upon any Cash Deposit or surety bond five (5) business days after providing the delinquent employer written notice.

Sec. 3. In the case of a contractor without a previous history with BAC Local # 5; The BAC arbitration board, after investigation, will determine the amount of the Surety Bond he will be required to post with the Union.

Sec. 4. Foreman shall notify journeyman of his discharge on the scaffold and make necessary arrangements with the Employer to have the journeyman's pay ready on the job at the time of discharge. An employee who is discharged for refusing to do his work or leaving the job of his own accord shall be paid at the next regular pay day of the Employer.

Sec. 5. If a man presently employed is laid-off work, he must be notified by the foreman or a representative of the Employer on the job during working hours and shall receive pay in full at that time. Notification of layoff must be no later than one- half (½) hour prior to the end of the regular working day; and after the employee has picked up his tools and belongings; he shall then leave the job. Employees shall receive not less than a full day's pay for the day of layoff.

Sec. 6. If any contractor's checks are not negotiable, he shall be required to pay in cash or certified check until the completion of his job. This shall also require the Contractor to pay in cash or certified check all contributions due to the Bricklayer's Health & Welfare, Pension, International Pension Fund, Pension and Vacation Funds, along with any fines and assessments due under the Trust Agreement of the Funds.

Sec. 7. The above paragraph does not apply in the case of an accounting or banking error.

Sec. 8. A layoff slip must be provided for presentation to the Bureau of Employment Services at the time of layoff.

Sec. 9. Employees laid off for lack of material shall be given the first opportunity to resume work when the job is ready to proceed.

## ARTICLE IX
## Hours Per Day

Sec. 1.

(a) Eight (8) hours shall constitute a day's work between the hours of 6:00 a.m. and 4:30 p.m., with one-half (½) hour unpaid lunch at mid point of the scheduled work shift. Men are to leave shanty at 8:00 a.m., be back in shanty at 4:30 p.m. (Lunch hour to be from 12:00 noon to 12:30 p.m.). This shall be known as the regular working day.

(b) Under extenuating circumstances the workday will be extended as required upon notification of the Union. Forty (40) hours per week shall constitute a regular week's work. Employer must notify the Union when working a crew or crews on a staggered starting basis. Contractor may work a staggered crew provided there is an equal distribution of hours worked. If a contractor violates the intent of the staggered crew clause, then the contractor will forfeit his right to use this clause until a full arbitration hearing. Nothing in this agreement shall be constituted as guaranteeing an employee eight (8) hours per day or forty (40) hours per week.

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

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

When the four (4) ten hour work week is in effect, the standard work day shall be established consecutive ten hour periods between the hours of 6:00 a.m. and 6:00 exclusive of the thirty (30) minute lunch period. Forty (40) hours per week shall

constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond Employer's control then Friday will automatically be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. The Employer will designate starting time; and the Union will be advised of the starting time.

Sec. 2. There shall be no traveling time allowed in connection with employment within the confines of the jurisdiction of Local Union No. 5, except when men are moved from shop to job or job to job during working hours.

Sec. 3. Any job or project that is started or starts to pay a premium or bonus in addition to the regular rate or pay shall continue to do so until said job or project is completed. Does not apply to overtime when this overtime is worked for the purpose of meeting a schedule; the emergency nature requiring the overtime to be determined by the owner, architect or engineer, the Contractor and the Union.

Sec. 4. During inclement weather every effort shall be made to employ the greatest number of employees possible on an alphabetical daily rotation basis. The term "inclement weather" as referred to in this paragraph is defined as the period from December 21st to March 22nd and is applicable solely to rotation as contained in this paragraph.

(a) The Foreman and Steward and Business Agent shall make up a list of names of the BAC members on the job in alphabetical order. Any BAC member hired after the original list has been made up and in operation shall be added to the end of the list as of the hired date.

(b) Everyone with the exception of the Foreman and Steward shall rotate.

Sec. 5 Saturday will be worked as a make-up day, if any time is lost during the week due to inclement weather. Straight time will be paid up to a total of forty (40) hours worked. Any hours worked past eight (8) hours in one day shall be paid at one and one-half (1 ½) times the regular rate of pay up to ten (10) hours. Any hours worked past ten (10) hours in one day shall be at two (2) times the regular rate of pay. If any other

trade working with masonry crew receives one and one-half (1 ½) times pay for make-up day, the masonry crew will receive the same one and one-half (1 ½) times rate.

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 men working on the job during the regular week will be given preference to work the Saturday make-up day.

The on-site employer representative shall notify the Local Union office before any Saturday make-up day is worked. If the BAC member starts to work at the scheduled starting time and the job is called due to inclement weather he shall be guaranteed four (4) hours pay. If the member starts to work after the lunch period they are guaranteed six (6) hours pay. After six (6) hours of work, they shall be guaranteed eight (8) hours pay. Saturday make-up day does not include any refractory masons or firebrick work.

This make-up day is for all Local 5 jurisdictions: Lorain, Medina and Cuyahoga Counties.

Sec. 6. If an employee is hired and not placed at work after reporting with his tools on his first day of employment, he shall be paid four (4) hours time. If weather or unforeseen conditions prevent work, this paragraph shall not be operative.

Sec. 7. Any Employee who reports for work on his first day of employment and receives his discharge shall receive four (4) hours time. If weather or unforeseen conditions prevent work, this paragraph shall not be operative.

Sec. 8. The Employer shall, after 9:00 a.m. and before 10:00 a.m. at a time convenient to himself, grant to the employees a coffee break at a designated workstation that shall not exceed five (5) minutes in length. There shall be no stoppage of work exceeding five (5) minutes. In the afternoon Employees may carry a beverage with them on the job and drink coffee or any other non-alcoholic beverage at any time of their choosing at their work station provided it does not interfere

with the progress of the job. The morning break must be taken.

Sec. 9. BAC members shall not lose time if compelled to wait for the building of a scaffold or stocking the scaffold or floors with material.

Sec. 10. When equipment breakdown occurs causing a job stoppage, the BAC member's time shall continue to be paid for two (2) hours after materials are used up. The Employer or his Foreman shall then advise the BAC members of the termination of work for that day and will advise when the job will be ready to resume.

At the conclusion of the second working day, BAC members leaving a job because of equipment breakdown will not be considered a quit. Example of time period:

If equipment breakdown occurs any time on Monday, the BAC members will be automatically released from employment at 4:30 p.m. Wednesday.

Sec. 11. When shanties are located on the fourth floor or higher, the BAC members shall be given ample time, to be determined by the Employer and Steward, to be at ground level at quitting time. The example given was as follows: The Employer and the Steward shall determine the amount of time it takes from the shanty to ground level. The Employer shall allow the BAC member that amount of time before 4:30 to get from the wall to the location of the shanty.

Sec. 12.

(a) When an Employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job, he shall be paid ten dollars ($10.00) travel expense. The Employee must remain on the job for one (1) hour ready to work in order to qualify. If the Employer notifies the Employee by designated radio stations, designated television stations, telephone or in person not to report to work, then the Employee shall not be entitled to reporting pay under this provision.

(b) Any Employee who reports to work and for whom work

is provided shall be paid for actual time worked but not less than two (2) hours, weather permitting, provided he remains available for work.

Sec. 13. The Employer or his representative shall make every reasonable provision to notify the Employee with reference to starting work.

Sec. 14. When the BAC member works more than ten (10) minutes past the hour or half hour, he shall be paid to the next half-hour. No fractional hour is permitted.

Sec. 15. Subsistence of twenty-five dollars ($25.00) per day shall be paid whenever it is impractical to commute or when beyond fifty miles outside the jurisdiction of Bricklayers Local No. 5 as stated in Article II, Territory, Section 1. If job lasts more than five (5) days, the $25.00 per day shall be paid for Saturday and Sunday, also twenty- five cents ($0.25) per mile to and from the job, outside the jurisdiction of BAC Local No. 5 (one round trip).

Sec. 16. Twenty-five cents ($0.25) per mile shall be paid to and from any job under fifty miles outside the jurisdiction of BAC Local No. 5, as stated in Article II, Territory, Section 1.

Sec. 17. If any Employee is riding in a passenger vehicle or truck owned or leased by the Employer, he shall be covered by Worker's Compensation Insurance provided they are riding to or from the job.

## ARTICLE X
## Overtime and Holidays

Sec. 1. All labor performed by the Employee in excess of the regular workday shall be paid for by the Employer at the appropriate overtime rate. Where two (2) or more shifts are employed, then the rate of wages shall be paid as provided for in Article XI.

(a) All overtime work performed Monday through Friday shall be paid at one and one-half (1½) times the straight time hourly rate for the first two hours of overtime and two (2) times the straight time rate for any additional hours worked.

(b) Saturday shall be paid at one and one-half (1 ½) times the straight time rate for the first ten hours and two (2) times the straight time rate for any additional hours.

Sec. 2. Sundays and the hereinafter mentioned holidays shall be paid two (2) times the regular rate of wages. The observed holidays shall be New Year's Day, Memorial Day, Independence Day, Thanksgiving and Christmas Day. Labor Day or BAC' Annual Picnic Day, excepting in extreme cases of emergency and then only when duly authorized and sanctioned by the Business Representative of the Union. Any holidays mentioned in this Agreement shall be celebrated by employees covered herein on the date observed by the Federal Government. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

## ARTICLE XI
## Shift Work

Sec. 1.

(a) When more than one (1) shift is employed, the first shift shall work eight (8) hours and receive eight (8) hours pay; the second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours pay and the third shift shall work seven (7) hours and receive eight (8) hours pay. Employees who work the second shift shall receive a shift differential of twenty-five ($0.25) cents per hour. Employees who work the third shift shall receive fifty cents ($0.50) per hour shift differential.

(b) A thirty (30) minute unpaid lunch period shall be scheduled at the midpoint of the schedule work shift.

(c) The first shift shall begin between 6:00 a.m. – 8:30 a.m. The second shift shall begin between 2:30 p.m. – 5:00 p.m. The third shift shall begin between 10:00 p.m. – 12:30 a.m.

Three (3) days shall constitute a shift. Proposals of less than three (3) days are to be discussed with the Principal Officer and

the Contractor.

(d) All other time worked before or after the regular established shifts set forth above shall be paid for at the rate of one and one-half (1 ½) times the regular straight time hourly rate except for Sundays and holidays when the rate shall be double the straight time hourly rate. Double time will be paid from Saturday Midnight to Sunday Midnight.

Sec. 2. On all shift work men laid off shall receive not less than eight (8) hours pay.

Sec. 3. When for reasons beyond the control of the Contractor it is impossible to work a crew in the daytime; namely, on work in occupied stores, hotels, office buildings, banks, etc., the Employer may be permitted to work at the following wage rates: On job 7 ½ hours, paid for 8 hours, ½ hour lunch period provided, however, that he first notifies the Union.

## ARTICLE XII
## Special Rates

Sec. 1. Fifty cents ($0.50) per hour above the prevailing rate of wage shall be paid to BAC members working on free standing industrial or institutional chimneys which are completely detached from any building structure, whether inside or outside. This higher rate shall prevail on chimney flues of four feet inside dimension or larger, constructed of specialized materials, such as radial brick, common brick, acid brick, face brick, firebrick, radial firebrick, and radial tile.

Sec. 2. Fifty cents ($0.50) per hour above prevailing rate of wage shall be paid to BAC members working on all sewer work and all connections with sewer work shall constitute sewer brickwork.

Sec. 3. All sandblasting, the laying of acid-proof masonry materials and the laying of carbon masonry materials will be twenty-five cents ($0.25) above the prevailing rate of wage.

Sec. 4. BAC members shall receive seventy-five cents ($0.75) Per hour over the journeyman rate when working from a swing stage with two-point suspension.

Sec. 5. When a composite crew works on a special job the highest rate paid any member of the crew, with the exception of the crane operator shall be paid to the BAC member, exclusive of fringe benefits. A composite crew arises when any one of two or more unions claim jurisdiction of a particular operation and mutual agreement is reached to include representatives of each claiming union to perform this particular operation.

Sec. 6. When free parking is not available within one-quarter (¼) mile of the job site, the BAC member will be reimbursed for parking, not to exceed Six Dollars ($6.00) per day.

## ARTICLE XIII
## Special Safety Regulations

Sec. 1. Whenever in the construction of any wall there is possibility of danger to the Employee, no working level shall be situated or emplaced so as to require the BAC member to reach down more than 12 inches in the performance of his work.

Sec. 2. Whenever reasonable safety conditions permit, mortarboards shall be securely raised up a minimum of 16 inches from the scaffold or standing level.

Sec. 3. All mortar tubs shall be a minimum of 12 inches to the top lip from standing level.

Sec. 4. Two men shall set all 12 x 8 x 16 block and all 8 x 8 x 16 solid block or semisolid block, or any other masonry unit weighing 35 pounds or more in place. Wall high for above-mentioned masonry units shall be 48 inches. No BAC member shall reach up more than 48 inches for any material from his standing level.

Sec. 5. No walls shall be built more than 4'8" in height except in cases of necessity determined by the Foreman and the Steward.

Sec. 6. No scaffold shall be built in such a manner that the standing level is above the wall. It shall be the responsibility of all BAC members to comply with all job safety and sanitary conditions provided by the Employer.

Sec. 7. It is recognized that the Employer shall have the right of safety, health and protection measures on all his job sites. It is further understood that the Contractor will give due consideration to all applicable safety practices and procedures suggested by the Union.

Sec. 8. It shall be a condition of this Agreement that all Contractors shall comply with the safety provisions set down in IC-3 of the Safety Code of Ohio. It shall be a condition of employment that all Employees provided with hard hats shall wear such hard hats from the time they arrive on the job site until they depart to and wear eye protection where required and any other safety equipment as may be furnished by the Employer and practice the safety procedures specified by the Employer.

Repeated failure to comply shall be reason for immediate termination of employment without recourse. All equipment shall remain the property of the Employer and shall be returned to the Employer.

Sec. 9. The use of personal (non-business) cellular telephones shall be prohibited during working hours. The use of the above stated item shall be restricted to recognized break times. Cellular telephones may be carried to receive emergency calls if no telephone is provided on site by member's employer. Employees shall be permitted to carry such devices provided they notify their Employer regarding their circumstance(s). The abuse or misuse of the above stated devices will be cause for one verbal reprimand and a second occurrence must be written and a copy of the reprimand given to the employee, the third offense can lead to cause for dismissal. Personal pagers are permitted.

Sec. 10. Cutting with Chop Saws shall be used in accordance to all state and federal laws and all necessary safety equipment must be in compliance with State and Federal Law as described in the OSHA standards for construction. Electrical powered saws must be grounded in accordance with OSHA regulations.

Sec. 11. The Union shall provide to each of its members training in the OSHA 10- hour course.

## ARTICLE XIV
## Foreman

Sec. 1. All Foremen are to be BAC members of Bricklayers' and Allied Craftworkers International Union and men of the Contractors choice.

Sec. 2. All Sub-Foremen or Pushers appointed by the Employer are to be members of Bricklayers' and Allied Craftworkers Local No. 5, Cleveland, Ohio and receive fifty cents ($0.50) above the Journeymen's rate.

Sec. 3. The Foreman is a representative of the Employer; and as such, any compensation over and above the Journeyman's rate shall be negotiated between the Foreman and his Employer. Such rate shall not be less than one dollar ($1.00) per hour over and above the Journeyman's rate.

Sec. 4. When four or more Employees are employed in building construction, there shall be a Foreman employed except where the work is in direct charge of the Contractor or a General Superintendent who is a member of the Union.

Sec. 5. No more than one (1) member of any contracting firm shall be permitted to work with the tools or act as Foreman at the same time.

Sec. 6. All orders of Foreman on jobs shall be given in the English language.

Sec. 7. The selection, promotion or transfer of employees to supervisory or managerial positions, the allocation and assignment of work to employees and the transfer of employees from one work assignment to another is recognized as being the sole and exclusive right of the Employer. This provision does not prejudice any employee who may wish to decline a promotion. It is recognized that the Employer has the right to demand reasonable quality and quantity standards. It is understood that the Employer has the right to the establishment, modification and the enforcement of job site rules and regulations, which are not in direct conflict with any of the provisions of this Agreement.

Sec. 8. When application for journeymen has been made to Union headquarters, the Foreman shall notify Union

headquarters as soon as he has a sufficient number of men.

Sec. 9. The Employer shall have the sole responsibility to determine when a Foreman is a non-working Foreman when there are less than ten (10) Journeymen on the job.

## ARTICLE XV
## Job Steward

Sec. 1. Jobs within the jurisdiction of this Agreement shall have a member of Local Union No. 5 as Steward at all times, such Steward to be selected from the men on the job.

Sec. 2. No Foreman shall discharge, lay off or transfer a Steward of this Union as a Steward.

Sec. 3. Steward of the Union may consult with the Foreman on the job regarding violations at any time.

## ARTICLE XVI
## Tools

Sec. 1. All cutting tools of stonemasons and firebrick layers shall be sharpened or paid for sharpening by the Employer.

Sec. 2. The user of mortar tubs and board shall be left to the discretion of the Contractor.

Sec. 3. On remodeling or alteration work requiring considerable cutting of masonry walls, the BAC members cutting tools shall be sharpened or paid for sharpening by the Employer. Tools must be in good and safe working order.

Sec. 4. All BAC members shall be required to have sharp brick set, brick hammer, cutting chisel, trowel, 6'0" spacing and regular rule, 48" hardwood mason level, 3/8" x ½" concave jointer, 5/8" x ¾" concave jointer, 5" pointing trowel and brush. All members employed on firebrick work shall begin job with at least two sharp scotches. Firebrick scotches shall be re-sharpened by the Employer, without expense to the Employee, whenever it is deemed necessary for the proper progress of the work. Contractors shall furnish all lines.

## ARTICLE XVII
## Notice

The Employer agrees to give notice to the Secretary of Local Union No. 5 by telephone or other means before starting any job. Such notice shall be given the day previous, if possible.

## ARTICLE XVIII
## Clothes Room and Sanitary Provisions

Sec. 1. The Employer shall furnish a suitable room or shanty for the BAC member's exclusive use. The same to be kept clean at all times and heated from October 1st to May 1st. Where combustible fuels are used, all stoves shall have chimneys or flues.

Sec. 2. The BAC shanties shall be located, as close to ground level as job conditions will permit. When passenger service becomes available, shanties then may be located at the closest elevator exit. Two (2) windows shall be installed in every shanty.

Sec. 3. The Employer shall furnish a suitable room or shanty for the BAC member's exclusive use on jobs of three (3) working days or more. It is also agreed that on any job that will last longer than three (3) days, a shanty will still, in accordance with the Agreement, have to be furnished from the beginning of the job.

Sec. 4. The necessary sanitary convenience, properly secluded, shall be provided for employees on all work. On buildings eight (8) stories or more in height, toilets shall be provided halfway up.

Sec. 5. Sanitary toilets equal to the present rental type shall be required on all jobs.

## ARTICLE XIX
## Loss by Fire or Theft

In case of fire or theft on a job at any time, the Contractors shall

be held responsible for the loss of mechanic's tools and clothing lost in such fire or theft not to exceed One Hundred and Fifty Dollars ($150.00) for each individual loss, with the determination that a loss has occurred and the value of replacement of loss both to be agreed upon between the Foreman and the Steward.

## ARTICLE XX
## Special Employment Conditions

Sec. 1. On jobs employing six (6) or more Journeymen and Apprentices, every seventh ($7^{th}$) BAC member employed shall be fifty five (55) years of age or older.

Sec. 2. If one BAC member employs another BAC member, he must first register as a Contractor; however, a BAC member may employ one (1) Laborer without registering as a Contractor.

Sec. 3. No Employer shall use the tools of the trade if he is employing five (5) or more BAC members, including Apprentices, on one job or a total of nine (9) or more BAC members, including Apprentices, on all jobs.

Sec. 4. No employee shall be allowed to toothe a lead more than two (2) times on any common bond wall of standard brick or more than four (4) times on normal brick in height of one scaffold except in unusual circumstances.

Sec. 5. Employees laid off for lack of material shall be given the first opportunity to resume work when the job is ready to proceed.

Sec. 6. Any BAC member working with cement and forced to work in the rain shall be protected with one (1) set of rain gear furnished by the Employer. Employees shall be responsible for the cost of any furnished equipment not returned to the Employer.

Sec. 7. BAC members shall not be required to work in a room with open coke salamanders.

Sec. 8. Where BAC members are waterproofing or finishing floors in elevator pits or sumps, the same shall be planed over solid one story above.

Sec. 9. When working on vertical slip forms, jump forms or continuous forming of any kind, the BAC member shall be paid fifty cents ($.50) per hour above the base rate, for all work from the base to fifty (50) feet. Above that height, they shall be paid two dollars ($2.00) per hour above the base rate.

Sec. 10. A contractor shall not order a pour of more concrete then can be finished within that day.

Sec. 11. When out of town contractors bring BAC members into the counties stated herein and pays them a higher wage then the prevailing wage rate, the local BAC members working for such contractor shall receive the same rate of wages and fringes. Subsistence and travel pay are not to be considered wages.

Sec. 12. Subsistence, travel pay and bonuses are not to be considered wages and must be in a separate check.

Employers who elect to pay a bonus are not required to pay fringe benefits on additional voluntary compensation. The reason for the payment should be noted in the memo portion of the check.

## ARTICLE XXI
## Compliance with Laws

Sec. 1. The Employer and Members of this Union agree at all times to comply with all State and Federal Laws and statutes pertaining to the Worker's Compensation Law of Ohio, Unemployment Insurance, Ohio Scaffold Code and other Social Security Acts.

## ARTICLE XXII
## Settlement of Disputes

Sec. 1. Each of the parties hereto agrees that during the life of this Agreement it will not order, maintain, sanction or engage in any strike, lockout, stoppage of work or boycott affecting the other party.

Sec. 2. There shall be a Joint Arbitration Board

consisting of five (5) representatives of the Employer and five (5) representatives of the Union. Should any dispute or disagreement arise between the parties hereto (except jurisdictional disputes as hereinafter described), it shall be reported within twenty-four (24) hours to the Chairman or Secretary of such Board, which Board must proceed within forty eight (48) hours to consider the same. Meetings of such Board shall be called by its Chairman or Secretary on written request of either party stating the objects for which the meeting is to be called. Six (6) members shall constitute a quorum, three (3) from the Employer and three (3) from the Union. A decision shall require a majority vote and such decision shall be binding upon both parties.

Sec. 3. Should any dispute or disagreement (except jurisdictional disputes as hereinafter described) arise between the Employer and the Union and a definite settlement of the same not be arrived at by the Joint Arbitration Board, it shall be submitted to the Joint Arbitration Committee of the Bricklayers and Allied Craftworkers International Union and the Mason Contractors Association, which Board shall have full power to decide the matter in accordance with the International Working Agreement, and its decision shall be final and binding upon all parties hereto.

Sec. 4. Pending a decision of such Joint Arbitration Board or such Joint Arbitration Committee as provided for in this Article, it is expressly understood that there shall be no strikes, lockouts or stoppage of work of any kind ordered or permitted against any members of the parties hereto.

Sec. 5. All decisions of the Joint Arbitration Board and the Joint Arbitration Committee shall be filed with the Secretary of the Mason Contractors' Association of Cleveland, Ohio, and with the Secretary of the Union.

Sec. 6. With respect to jurisdictional disputes between the Union and any other unions growing out of demands for the same work by such unions, the parties agree to confer within forty-eight (48) hours and fully discuss the same for a period of one week, with the right to extend such period for such further time as is agreed upon by the parties, with a view to reaching an amicable adjustment of such disputes. But such disputes shall

not be submitted to either the Joint Arbitration Board or the Joint Arbitration Committee except with the consent of both unions involved and their respective employers.

Sec. 7. There shall be no stoppage of work during the period above provided for discussion of jurisdictional disputes, but the Union reserves the right to stop work at the termination of such period unless a satisfactory adjustment has been agreed upon.

Sec. 8. If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.

## ARTICLE XXIII
## Conditions, Practices or Customs

Sec. 1. It is expressly understood that working rules, by-laws, conditions, practices or customs, unless same are specifically mentioned in this Agreement, shall not be interpreted as being part hereof.

Sec. 2. Should any working rule herein contained conflict in any manner with any Article of this Agreement, and then the Article shall prevail.

Sec. 3. It is further understood that the provisions of this Agreement shall govern the employment of and the conditions under which the Union shall work in the jurisdiction of Local Union No. 5, Ohio.

## ARTICLE XXIV
## Salary Continuation

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

Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight time

hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the Employee goes off temporary total compensation. The Employer shall pay Health and Welfare Plan contributions on the salary continuation/wage payments.

The Construction Employers Association shall prepare a form, to be approved by the Union, which shall be used by any signatory Employer desiring to offer an injured worker's salary continuation/wages. Said form must be signed by the Employer and injured worker and copies returned to the Association and Union.

## Article XXV
## Construction Industry Service Program

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

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

2. Effective May 1, 2015, each employer covered by this Agreement shall pay to said Trust fourteen cents ($0.14) for each single time hour paid by the Employer to each journeyman, apprentice or other employees within the bargaining unit. Said hourly contributions shall increase to the following amounts:

| May 1, 2016 | May 1, 2017 | May 1, 2018 |
|---|---|---|
| $0.16 | $0.18 | $0.18 |

| May 1, 2019 |
|---|
| $0.19 |

3. 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 Local #5 of the CISP amount and calculation for each year of the contract and Local #5'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.

4. Any Employer who does not pay the Construction Industry Service Program (CISP) contribution when performing under the General President's Agreement or National Maintenance Agreements, shall contribute a like amount to Joint Bricklayer's Apprentice Committee for safety and training program assistance. The intent of this paragraph is to maintain economic competitiveness.

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

   (a) Payment of management's cost in connection with joint apprenticeship programs in the construction industry.

   (b) Payment of management's expenses in creating, operating, and maintaining of additional educational and training facilities for the benefit of the construction industry and its employees.

   (c) Payment of management's expenses for the improvement of safety practices in the construction industry in the Greater Cleveland area.

   (d) Payment of management's expenses in connection with the administration of activities jointly administered with unions in the construction industry in the Greater Cleveland area. (The Construction Industry Service Program is not a program jointly administered with the unions in the construction industry).

(e) Payment of management's expenses in connection with the establishment of a public relations program for the benefit of the construction industry in the Greater Cleveland area.

(f) Payment of management's expenses in connection with the collection and distribution of wage and related data to all segments of the construction industry in the Greater Cleveland area to insure conformity by all Employers with the terms and conditions of such wage agreements.

(g) Payment of management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.

6. 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.

7. The Trustees of said Program shall comply with all present and future Federal laws governing the same.

8. 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.

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 XXVI
## Firebrick

Sec. 1. Backfill and vibrating with electrical or air vibrators

shall be done by BAC members only and at such time as the specified height is reached, and after walls are completely leveled in courses. In all blast furnaces the leads shall not be started until all the packing is completed. When dry packing is used, air horns shall be installed for proper ventilation. The Steward and Foreman shall determine this ventilation.

Sec. 2. All walls over eighteen (18) inches thick shall be saddled by two (2) BAC members. Lines shall be raised on both sides at the same time.

Sec. 3. When electrical grinding stones or carborundums are used, BAC members not using the same shall leave that part of the job until grinding operation is finished. No one BAC member shall be kept grinding continually, but be adequately spelled.

Sec. 4.

(a) Scaffold height on coke oven walls shall not exceed three (3) feet in height. This does not apply to generator walls.

(b) Wall height in blast furnaces shall not exceed three (3) feet in height from the top of the scaffold. The top of all scaffolds in blast furnaces shall be six (6) inches below the top of the wall. A solid scaffold must be installed every five feet six inches (5'6"). This does not pertain to a swing scaffold. Platform boards must be two (2) inches thick. A bench scaffold four (4) feet in width must be installed every thirty (30) inches in blast furnaces. No brick shall be placed under bench scaffold legs. When solid scaffolds are used, every third scaffold must be left nailed in place to serve the purpose of safety. When a swinging or suspended scaffold is used, a level scaffold shall be maintained with the boards of the scaffold being six (6) inches below the top of the wall around the entire perimeter of the furnace. Swinging scaffold or suspended scaffold of any type shall only be raised when scaffold height is reached. BAC members shall leave area while this operation is being performed. There shall be platforms

placed inside the outside of tuyere holes for BAC members to enter and leave blast furnace. All swinging and suspended scaffolds must meet the approval of this Union and the Ohio State Safety Code and OSHA.

(c) In the construction of all masonry chimneys and stacks where an inside scaffold is used, the working platform shall never be less than eighteen (18) inches below the top of the wall. Scaffold height in such chimneys and stacks shall not exceed four (4) feet in height.

(d) Scaffolds in stoves must be built three (3) feet in height. The top of the scaffold shall be maintained six (6) inches below the top of the wall. Every fourth scaffold shall be left nailed in place, to serve the purpose of safety. Checker height shall not exceed scaffold height.

(e) On other phases of firebrick, scaffold height on any wall exceeding twenty-two and one-half (22-½) inches shall be three (3) feet. Scaffold height where a thirteen (13) inch wall or less is being built, shall be four feet, eight inches (4'8").

(f) No scaffold shall be started or dismantled until the last course is keyed up and painted with exception of pay holds.

Sec. 5. All ladders are to be staggered, not straight up and down; adequate lighting is to be provided to insure safety when ascending or descending ladders. Stopping off places to be provided every twenty (20) feet with a backrest. An emergency ladder is to be suspended from the top of all blast furnaces and stoves. As a safety precaution, steel brackets shall be welded twenty (20) inches away from the shell to which a wooden ladder can be bolted to insure a safer ascent or descent for the BAC member, using the shell as a backrest.

Sec. 6. When BAC members are engaged in laying brick, the Contractors shall provide said members with respirators where dusty conditions prevail. They shall be the same standard as the Dustfoe #66 and shall provide safety goggles on work that impairs the eyes, and shall wet down all dusty places whenever possible. Shall provide precautionary

measures on jobs where gas exists so BAC members may be warned in due time for their safety. It shall be the responsibility of the Stewards that gas meters are in places where the possibility of gas may exist, and the Steward shall take the gas checks. The Contractor shall provide proper counter fatigue aid, which shall meet the standards prescribed by the State Medical Board, proper gloves and protective materials to safeguard BAC members when they are handling hot work. Shall supply wooden shoes or facsimile when working on heated surfaces.

Sec. 7. When BAC members are working on blast furnaces, stoves, dust catchers, stacks or other firebrick jobs where scaffolds are used, the Contractor will have fire extinguishers on the scaffold at all times.

Sec. 8. When working on all firebrick and high temperature cement is used, the Contractor shall furnish the BAC member with safety glasses. Eyewash shall also be available on every scaffold.

Sec. 9. No rack shall be permitted in a blast furnace. In blast furnace work, the first course shall be keyed up before the fourth course is started, and the wall must be completely finished before any BAC member leaves the scaffold.

Sec. 10. BAC members cannot start more than one (1) course of bottom block at a time. Each course shall be finished before another is started.

Sec. 11. All BAC members while working on carbon or acid brick shall be allowed ten (10) minutes at lunch time and twenty (20) minutes at quitting time to clean up. The Contractor shall furnish cleaning cloths and detergents for the BAC members to use on such work.

Sec. 12. The Contractor shall furnish kerosene or diesel oil for soaking tools during each shift while men are working on carbon or acid brick.

Sec. 13. All caulking with non-asbestos rope to be the work of the BAC member.

Sec. 14. A ten (10) minute period for cleaning up shall be allowed at lunch and quitting time when employed on firebrick

work.

Sec. 15. Adequate time shall also be allotted to BAC members for walking time to and from the plant's parking lot, and the Contractor to and from the parking lot shall provide transportation. The truck shall have benches and adequate cover and protection from the weather. Subject to job conditions and pre-job conference.

Sec. 16. When permission is granted for a twelve (12) or more hour shift an additional thirty (30) minutes lunch period shall be allowed at the expense of the Employer. This lunch period shall be taken immediately after eight (8) hours have been worked.

Sec. 17. Any member laid off shall be given one-half (½) hour to gather his tools when there is to be a layoff, and the laid off employee shall then leave the job.

Sec. 18. Steward shall call time for starting and quitting work. The Steward shall appoint Deputy Stewards for all other phases of the project where BAC members are employed. No Deputy Steward shall be discharged for carrying out his duties as a Steward. When the BAC members use elevators, the Stewards shall count said capacity.

Sec. 19. The Contractor shall do the sharpening of all firebrick tools as often as they may need it, when an exceptional amount of hand cutting is required. Carboloid tipped tools used by the BAC members should also be properly ground.

Sec. 20. Contractors to furnish a suitable room or waterproof shed for the exclusive use of the BAC members, with ample seating capacity for the purpose of keeping their tools, clothes and eating their lunch in, to be kept clean at all times and heated in cold weather.

Sec. 21. All stock on firebrick shall not be higher than four (4) feet. Sec. 22. All members shall use sanitary provision as provided.

Sec. 23. One-quarter (¼) cables shall be on all hanging lights in all types of furnaces and stoves, etc., to serve the purpose of safety.

Sec. 24. Any anchors necessary for the installation of all refractory pre-cast, prefabricated brick, ceramic tile and any refractory shapes whether it be welded, epoxyed or bolted shall be the work of the BAC member.

Sec. 25. The BAC member shall install any refractory.

Sec. 26. On wet cutting saws the Employer shall furnish rubber gloves and rubber aprons.

Sec. 27. Any form of a traveling gang shall be discussed at a pre-job conference.

Sec. 28. Adequate ventilation shall be provided when formaldehyde is used. When adequate ventilation cannot be supplied, the BAC member shall be spelled.

Sec. 29.

(a) When more than one (1) shift is employed, the first shift shall work eight (8) hours and receive eight (8) hours pay; the second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours pay and the third shift shall work seven hours (7) and receive eight (8) hours pay. Employees who work the second shift shall receive a shift differential of twenty-five cents ($0.25) per hour. Employees who work the third shift shall receive fifty cents ($0.50) per hour shift differential.

(b) First shift – 8:00 a.m. to 4:30 p.m.
Second shift – 4:30 p.m. to 12:30 a.m.
Third shift – 12:30 a.m. to 8:00 a.m.

Three (3) days shall constitute a shift. Proposals of less than three (3) days are to be discussed with the Director and the Contractor.

(c) All other time worked before or after the regular established shifts set forth above shall be paid for at the rate of one and one-half (1 ½) times the regular straight time hourly rate except for Sundays and holidays when the rate shall be double the straight time hourly rate. Double time will be paid from Saturday midnight to Sunday midnight.

Sec. 30. When acid proof masonry materials or carbon masonry materials are used, the BAC member will receive twenty-five cents ($0.25) above the prevailing rate. On hot work, protective clothing, jackets, pants, gloves and wooden shoes or facsimile shall be provided by contractor on any hot job over two hundred degrees Fahrenheit.

## ARTICLE XXVII
## Subcontracting

(A) The Employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement.

(B) All charges of violation of this Article shall be considered as a dispute and shall be proves in accordance with the provisions of this Agreement covering the procedures for the handling of disputes and the final and binding arbitration of disputes.

## ARTICLE XXVIII
## Favored Nations

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

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

## ARTICLE XXIX
## Joint Labor-Management Uniform Drug/Alcohol Abuse Program

The parties recognize the problem created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Company and the signatory Unions have a commitment to protect people and property, and to provide a safe working environment. The purpose of the agreed to program is to establish and maintain a drug free, alcohol free, safe healthy work environment for all its employees.

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

to. If the requirements of said policy or program exceed the CISPSAP program the parties will comply with the customer or employer request.

## ARTICLE XXX
## Term of Agreement

Sec. 1. This Agreement shall be in full force and effect until midnight April 30, 2020 and thereafter as amended, until terminated by either party giving the other party written notice of termination three (3) months prior to May 1st of any succeeding year.

Sec. 2. IN WITNESS WHEREOF, the parties hereto, by and through their authorized representatives, have hereunto set their hands at CLEVELAND, OHIO on this 30th day of April 2015.

| | |
|---|---|
| CONSTRUCTION EMPLOYERS ASSOCIATION | THE BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 5 OF CLEVELAND, OHIO AFFILIATED WITH THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS OF AMERICA |
| _____ | _____ |

## 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 Union No. 5 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

BWC No. _____

Federal ID# _____

Telephone No. _____

Fax No. _____

E Mail. _____

_____

FOR THE UNION

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