AGREEMENT

between

LABOR RELATIONS DIVISION,
THE ASSOCIATED GENERAL CONTRACTORS OF CONNECTICUT, INC.

and

DISTRICT COUNCIL OF NORTHERN CONNECTICUT
of the
INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN, AFL-CIO

April 1, 1981 through March 31, 1984
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AGREEMENT

This Agreement is made and entered into on this 1st day of April, 1981 by and between the LABOR RELATIONS DIVISION, THE ASSOCIATED GENERAL CONTRACTORS OF CONNECTICUT, INC., its successors or assigns, hereinafter referred to as the "Association", acting for and on behalf of firms it is authorized and agrees to represent, each hereinafter referred to as the "Employer", and the DISTRICT COUNCIL OF NORTHERN CONNECTICUT, hereinafter referred to as the "Union", acting for and on behalf of Local Unions No. 1, 2, 3, 6, 12, 15, 16, 19 and 22 of the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN, AFL-CIO and their successors and assigns each of which is hereafter referred to as the "Local Union" or "Unions". The Council and the Local Union or Unions hereinafter individually and collectively shall be referred to as the "Union".

ARTICLE I

OBJECT

In order to insure the public against conditions of the past, to prevent strikes or lockouts and to insure a peaceable adjustment and settlement of any and all disputes and differences that may arise between any of the parties to this Agreement without stoppage of work, and to bring about as near as possible at this time uniform conditions that will tend to stabilize and encourage construction, alteration and repair of buildings, both parties have entered this Agreement.

ARTICLE II

TERRITORIAL JURISDICTION

This Agreement shall apply to all work performed in covered employment within the territorial jurisdiction of the Union. Following is the geographical jurisdiction of each Local Union party to this Agreement:

**Bridgeport Local No. 2**
- 679 North Avenue, Bridgeport, Connecticut, 06606 Telephone: 334-5498
- Territory: Bridgeport, Easton, Fairfield, Milford, (West of Indian River to Orange Town Line in the North), Monroe, Stratford, Trumbull

**Danbury Local No. 22**
- 59 Sheridan Street, Danbury, Connecticut, 06810 Telephone: 748-6194
- Territory: Bethel, Bridgewater, Brookfield, Danbury, Kent, New Fairfield, New Milford, Newtown, Redding, Roxbury, Sherman

**Derby Local No. 15**
- 22 Grove Avenue, Derby, Connecticut 06918 Telephone: 734-4084
- Territory: Ansonia, Derby, Shelton, Oxford, Southbury, Seymour
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<tr>
<td>New Britain Local No. 3</td>
<td>514 Stanley Street, New Britain, Connecticut 06051 Telephone: 229-9332</td>
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<tr>
<td>New Haven Local No. 6</td>
<td>45 Water Street, New Haven, Connecticut 06511 Telephone: 562-8536</td>
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ARTICLE III

EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination in the referral, hiring, placement, classification, upgrading, layoff or termination of employment of any individual by reason of age, race, creed, color, sex, national origin, occupationally irrelevant physical handicaps, or membership or nonmembership in the Union. The Union agrees to support and actively participate in affirmative action programs to promote equal employment opportunity in the construction industry.

ARTICLE IV

UNION MEMBERSHIP

Section 1. All employees who are members of the Union at the time of the signing of this Agreement shall continue membership in the Union. All other employees must become members of the Union on or after the eighth (8) day following the beginning of employment or the date of this Agreement, whichever is later, and must maintain their membership in the Union as a condition of employment to the extent of tendering the periodic dues and the initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership therein.

Section 2. The Union agrees to remain in compliance with the provisions of Section 9 of the Labor Management Relations Act, 1947, as the same may be amended from time to time, to the extent required by Section 8 (a) (3) of such Act.

Section 3. On all work covered under the jurisdiction of this Agreement, members of the Local Union having jurisdiction over the work shall be given the first job opportunities during the entire course of the job. It is understood, however, that no employee can be discharged, laid off or otherwise terminated to provide work for a member. In case of a lay-off, members of the Local Union having jurisdiction over the work shall be kept in preference to others.

ARTICLE V

WAGES, HOURS AND WORKING CONDITIONS

Section 1. Employees covered under this Agreement shall receive the following regular straight time hourly rate of pay for all time worked during the regular work day on and after the effective dates indicated for each Local Union herein below:
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Should there be need to increase the rates of contribution payable to the health and/or pension benefit funds provided for in ARTICLE XVIII, Fringe Benefit Funds, Section I of this Agreement during the term of this Agreement, the appropriate regular straight time hourly rate of pay provided in this ARTICLE V, Section I above shall be reduced by such amount and the appropriate health and/or pension benefit fund contribution rate provided in ARTICLE XVIII, Section I of this Agreement shall be increased by such amount after adequate time, not less than sixty (60) days, for notice to Employers. The parties agree to execute amendments to this Agreement to accomplish the objectives of this paragraph should the need arise.
Section 2. (a) The regular work week shall consist of five eight (8) hour days, Mondays through Fridays, for a total of forty (40) hours. The regular work day shall begin at 8:00 a.m. and end at 4:30 p.m. with one-half (1/2) hour unpaid lunch period between 12:00 noon and 12:30 p.m.

(b) The normal starting time shall be 8:00 a.m. or such other time as that established by the Employer in consideration of adverse weather or other conditions beyond the Employer's control, but no employee shall be disciplined for leaving the job site if he is not put to work prior to 9:00 a.m. or told prior to 9:00 a.m. of a definite time for starting work that day. Any employee who is transferred to another job because of weather shall not displace any employee working on that job to which he is transferred.

Section 3. Overtime - Employees shall be paid the overtime rate of one and one-half (1-1/2) times their regular straight time hourly rate of pay (time and one-half) for all time worked before the regular starting time, after the regular quitting time and during lunch periods on regular work days and on Saturdays. Employees shall be paid the overtime rate of two times their regular straight time hourly rate of pay (double time) for all time worked on Sundays, and holidays. There shall be no pyramiding of overtime.

Section 4. (a) The Employer shall establish one day each week, Monday through Thursday, as the regular pay day for its employees. If a regular pay day falls on a holiday, recognized in Section 5 hereof, employees shall be paid before quitting time on the normal work day immediately preceding the holiday, where practical.

(b) The Employer shall pay employees by cash or check, and shall accompany each payment with an itemized written statement setting forth the payroll period, the gross pay for said period, the hours worked, and an itemized list of deductions from the employee's gross pay.

Section 5. Holidays - Employees covered hereunder shall be entitled to take the following holidays off without pay:

- New Years Day
- Labor Day
- Good Friday
- Thanksgiving Day
- Memorial Day
- Christmas Day
- July 4th

Section 6. Any employee requested to report for work by an Employer, or his representative, who is not put to work after bringing his tools on the job, shall receive two (2) hours pay provided the employee is not prevented from working by conditions caused by adverse weather, in which event the employee shall be signed in and put to work on the next day when there is work available, weather permitting.

Any employee or employees who commence working and are held up because of weather conditions during the first hour of work shall receive nothing less than one (1) hour of pay unless they voluntarily leave the job. If any employee is held up after the first hour of work has been completed, such employee shall receive his pay to the nearest hour following the cessation of work.
Section 7. Any employee or employees laid off during regular morning working hours shall be paid up to 12:00 noon, and if laid off in the afternoon, shall be paid up to 4:30 p.m.

Section 8. Employees shall be paid for lost time due to the erection or stocking of scaffolds or waiting for materials that are already on the job. Ladders must be attached to all scaffolding four (4) feet high or over.

Section 9. Employees shall receive regular pay when being transferred from one job to another during regular working hours.

Section 10. There shall be only one scale of journeymen wage on one job and the highest scale shall prevail.

Section 11. No Employee shall stand in line on a job when a check or time clock system is used before and after working hours.

Section 12. Should any foreman or his Employer willfully work his employees beyond the established quitting time, the employees working on the job shall be paid to the next nearest one-half hour at the over-time rate, and it shall be the duty of any employee to report any information relative to the violation of this Section to the Union. It is understood that this provision shall not be used to allow the Employer to lay out new work after the established quitting time.

Section 13. Wages shall be paid any time between 8:30 a.m. and the established quitting time on the job. No more than three (3) days shall be kept back on pay by any Employer after the close of its payroll week. In case of inclement weather on pay day, the pay shall be on the job by 10:30 a.m., where practical.

Section 14. Any employee not receiving his money on the specified pay day shall receive waiting time at the regular rate of wages until paid. Waiting time shall be defined in Section 15.

Section 15. All employees entitled to receive waiting time and requesting it and not receiving it, shall report to the Business Representative, or if not available report to the Executive Board of the Local involved for settlement. No more than two (2) days waiting time will be demanded or required on any job, unless the job is placed in the hands of a Bonding Company or Receiver, for completion.

Section 16. These rules shall govern all employees covered by this Agreement.

Section 17. No employee shall be laid off before the established starting time unless he was absent at the end of the preceding normal work day when work was available.

Section 18. The Employer and the foreman shall see that a suitable shed or locker is available for the use of employees covered by this Agreement, and no man shall be allowed to leave this shed to work before the designated starting time.
Section 19. In case of layoff or discharge of an employee, the employee will be notified of such discharge or layoff at least one hour before quitting time during which time the employee shall pick up his tools and be paid whatever wages are due him. The employer shall give the employee an Unemployment Compensation Slip at the time of discharge or layoff.

Section 20. Any employee who willfully quits work or who is discharged for intoxication or other cause shall not be entitled to any of the layoff or discharge pay benefits provided for in this Article V.

Section 21. There shall be no lost time on the day of injury for any employee injured on the job and obliged to receive immediate medical attention or treatment.

Section 22. All employees who work on jobs where they are exposed to extreme man-made temperatures, uncleanness, dust, mastics or in the laying of fire brick or acid brick or any other material that may be injurious to the health, shall be given ten (10) minutes to wash up before 12 noon and fifteen (15) minutes to wash and adjust proper clothing before quitting time. No employees shall leave the premises before the established quitting time.

Section 23. In no event shall the Employer be required to pay higher rates of wages or fringe benefit contributions or be subject to more favorable working rules than those established by the Union for any Employer engaged in similar work.

Section 24. Shift Provision - Shift work may be permitted by mutual agreement between the Union and the Employer under the following conditions:

(a) Where a job has more than one (1) eight (8) hour shift in any one (1) twenty-four (24) hour period, bricklayers will not be permitted to work more than one (1) shift in any one (1) work day.

(b) All employees on shift work shall receive a full normal work day's pay.

(c) Seven and one-half (7-1/2) hours work shall constitute the shift period during the second shift and seven (7) hours work during the third shift. There shall be a one-half (1/2) hour lunch period at the mid-point of the second and of the third shift.

(d) Where no third shift exists, time worked beyond the end of the second shift shall be paid for at the overtime rate.

(e) No shift work will be permitted for less than three (3) consecutive regular work days.

(f) Shift conditions and wages shall apply to alteration work in occupied areas without the requirement that work be performed during the regular work day, provided a written shift permit is issued by the Union.
(g) When an employer wishes to work bricklayers for the second or third shift periods, he shall notify the Union in writing within twenty-four (24) hours prior to the shift so that proper arrangements shall be made.

**ARTICLE VI**

**HEALTH AND SAFETY STANDARDS**

Section 1. The Employer, the Union and the employees shall abide by the provisions contained in the Federal Williams-Steiger Occupational Safety and Health Act and the Connecticut Safety Construction Act.

Section 2. Employees shall abide by all safety regulations promulgated by the Employer, and an employee shall report to the Employer every injury which he incurs in the course of employment on the day such injury occurs.

Section 3. Any masonry unit of concrete, cinder or like materials weighing 40 pounds or more shall be set by two masons.

Section 4. All walls built of the above designated units shall only be raised six (6) courses for scaffolding height.

Section 5. All employees covered by this Agreement shall be fully protected from overhead work.

Section 6. No employee covered by this Agreement shall work over an open salamander, it being injurious to health. All stoves shall have a pipe connection to carry off the fumes to the outside of the building.

Section 7. Excessive dust, carborundum or other wheel or so-called saws for the use of cutting any brick, or block, shall have a blower or wet wheel to remove from the atmosphere any dust created by such process. The Employer shall furnish all necessary tools for this operation, also glasses, nose protection, gloves, considered necessary for the health of the operator.

Section 8. When using machines in the performance of work, men and machines shall be properly guarded to prevent possible injury, all safety devices to be supplied by the contractor and no safety devices to be removed from such machines.

Section 9. No employee shall be required to work where he is subject to excessive dust or grit caused by masonry cutters or grinders. This does not pertain to the operator who shall be adequately protected.

Section 10. The Employer shall provide a place to operate the masonry saw which is protected from weather conditions (including providing heat when necessary) wherever possible and shall provide the journeymen operating the saw with necessary safety equipment.

Section 11. Foot scaffolds shall not be permitted with the exception of Brisk or Larson systems of waterproofing or their equivalent. This clause not to be applied to adjustable scaffolding.

Section 12. Scaffolding used for washing down shall be no less than three (3) ten inch planks in width.
Section 13. Any safety or protective clothing and/or equipment furnished to employees by the Employer shall remain the property of the Employer and shall be returned in good condition to the Employer when no longer in use on the project. Each employee, if required by the Employer, shall sign a receipt for said clothing and/or equipment at the time he receives it, and he shall be held responsible for the cost of replacement of any such clothing and/or equipment which is not returned in reasonably good condition, considering normal wear and tear, to the Employer.

ARTICLE VII

BUSINESS REPRESENTATIVE

Section 1. The Business Representative shall be permitted at all times during working hours to enter all buildings or any part of such buildings during the course of construction to interview the shop steward or any member working on the job to discuss questions concerning Union business. If for security reasons of the Owner the Business Representative is not accorded these privileges he shall file a grievance against the Employer as provided in this Agreement.

Section 2. The Business Representative can inspect any working member's pay stub or envelope during the job.

Section 3. The Shop Steward shall be appointed by the Business Representative.

ARTICLE VIII

FOREMAN

Section 1. Foremen shall be practical mechanics in the branch of trade over which they exercise supervision. Foremen shall have the authority to hire, fire and exercise similar supervisory functions assigned by the Employer and are recognized as the exclusive representative of the Employer. In all cases, Deputy Foremen shall be members of the Local Union having jurisdiction of the job.

Section 2. Foremen and deputy foremen shall receive premium pay in excess of the prevailing journeyman's daily rate as shall be agreed upon between the foreman or deputy foreman and the Employer.

Section 3. All foremen must be able to speak the English language and no foreman or deputy shall be allowed to handle tools when there are eight (8) or more men on the job, including the foreman. After eight (8) men, foremen shall not work with tools.

Section 4. Foremen may receive orders from either employer or superintendent; he shall be responsible for the layout and construction of all mason work and he shall give all orders and other instructions to employees as may be necessary during the progress of the work unless orders are issued directly by the Employer.

Section 5. Foremen shall cooperate with the steward and see that the provisions of this Agreement are complied with and shall also, along with the steward, inspect the proper and safe erection of all scaffolding.
Section 6. No foremen shall be discharged for ensuring compliance with any provision of this Agreement. Any foreman discharged for this reason shall be returned to his job with no lost wages.

Section 7. Foremen shall notify the shop steward of persons being laid off so he will open the tool shed one hour before the usual quitting time.

Section 8. No Foreman or superintendent shall assign or order any employee not covered by this Agreement to perform masonry work within the Union's jurisdiction. Any foreman or superintendent who shall make such assignment or knowingly permit any employee not covered by this Agreement to do masonry work shall be disciplined forthwith.

The Superintendent shall not perform any masonry work covered by this Agreement or use any tools of the trade except as may be necessary to lay out work.

The Foreman must belong to the International Union of Bricklayers and Allied Craftsmen, but at all times shall be considered the agent of the Employer. When an Employer needs foremen, members of the B. & A.C. Locals having jurisdiction over the job shall be given preference.

ARTICLE IX

STEWARDS

Section 1. The first member to start to work on any job shall act as shop steward until he or some other member is duly appointed by the Business Agent from among the Employer's employees working on the particular job. There shall be no non-working stewards.

Section 2. Any employee appointed by the Union or Business Agent to serve as shop steward must be able to speak and read the English language and he must be competent to perform the work available in the branch of the trade to which he is assigned. His authority, however, is recognized as subordinate to that of the Business Agent.

Section 3. The steward shall be allowed a reasonable amount of time during normal working hours without loss of pay to perform the following functions:

(a) adjust all grievances and complaints in accordance with his role under the Grievance Procedure, and if he is unable to do so, he shall be permitted to call the Business Agent;

(b) examine the dues books of employees on the job;

(c) see that the Employer supplies a suitable tool house with a minimum of nine (9) square feet per man heated in cold weather from October 1 to April 1, where employees may eat meals in comfort. It shall be separate from any material shed and shall be provided with a lock, with a key in the steward's possession;

(d) open the aforesaid shed fifteen (15) minutes before starting and stopping of work;
(e) see that the Employer supplies all lines and furnishes drinking water in a covered vessel with individual drinking cups;

(f) see that proper toilet facilities are provided.

Section 4. The Employer shall be responsible for the loss of masonry tools after working hours as a result of fire or breaking and entering of the tool shanty, up to One Hundred Dollars ($100.00) per man, providing the employee, before starting work on the project furnishes the Employer a written inventory of his tools and the replacement cost thereof, verified by a representative of the Employer.

Section 5. Each shop steward shall appoint a temporary steward to assume his responsibilities in any case of absence.

Section 6. (a) The Steward shall remain at work so long as any employee in the branch of the trade in which the steward is working remains at work or until the completion of work, provided he is qualified to perform the available work.

(b) No Steward shall be transferred to another job without prior notice to the Business Agent.

(c) When workers are all laid off before the job is completed, for reasons beyond the contractor's control, the steward shall have the first preference of being called back when the job starts up again. Punch list not included.

Section 7. If any work must be performed by a single employee after the regular working hours, the shop steward is not to replace that employee if such employee had the assignment during regular working hours.

Section 8. There shall be no interference with the steward in his reasonable performance of the duties set forth herein. The Steward shall not be discharged or discriminated against for his proper performance of the duties set forth herein.

Section 9. All employers shall call the Local Union when the job starts.

ARTICLE X

JURISDICTIONAL CLAIMS

Section 1. The Employer acknowledges that the Union claims items of work listed in the International Constitution and Rules of Order as set forth below, to be within its work jurisdiction. In making work assignments, the Employer shall consider area practice, work ordinarily and customarily performed by employees covered by this Agreement and work jurisdiction agreements between International Unions.

A. Brick Masonry - Bricklaying masonry shall consist of the laying of bricks made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial buildings, rolling mills, iron-works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph electric and telephone conduits.
All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, block-arching, terra-cotta cutting and setting, the laying and cutting of all tile, plaster, mineralwool, cork blocks and glass masonry, or any substitute for above material, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing, and grinding off of all kinds of brick and the setting of all cut stone trimmings on brick buildings, is bricklayers' work.

B. Stonemasonry - Stonemasonry shall consist of laying all rip rap, rubble work. With or without mortar, setting all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or the exterior of buildings by architects, and customarily called "stone" in the trade). Cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.

This is to apply to all work on buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done, and the same shall be considered stonemasonry.

Stonemasons shall have the right to use all tools which they consider necessary in the performance of their work. Foremen over any stonemasonry or stone setting shall be a stonemason or stone setter, and at no time shall anyone other than a bona fide stonemason or stone setter act as a foreman on all stone masonry.

C. Artificical Masonry - The cutting, setting, and pointing of cement blocks and all artificial stone or marble, either interior, exterior, when set by usual custom of the stonemason and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all material substituted for the clay or natural stone products, shall be controlled by employees covered by this Agreement.

All artificical masonry, the cutting, setting and pointing of all concrete prefabricated slabs regardless of dimension size, shall be the work of employees covered by this Agreement.

D. Cement Masonry - Laying out, screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights. The cutting of all cement and concrete for patching and finishing. The bush hammering of all concrete when case in place. The operation of the cement gun, the nozzle and the finishing of all material applied by guns, also the operation of the cement floor finishing machines.

The cement mason shall have the right to use all tools necessary to complete his work.
E. Marble Masonry - Marble mason's jurisdiction claims consist of the carving, cutting and setting of all marble, slate, including slate blackboards, stone, alberene, carrara, sanioyx, vitrolite, and similar opaque glass, scagliola, marbleithic, and all artificial, imitation or cast of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish honed or sand finish; also the cutting and fitting of above materials after same leave mills or shop and the laying of all marble tile, slate and terrazzo tile. Foremen over any marble masonry shall be marble setters and at no time shall anyone other than a bona fide marble setter act as a foreman on all marble masonry.

F. Plastering - All exterior plastering, plain and ornamental when done with stucco, cement and lime mortars or patent materials, artificial marble work, when applied in plastic form, composition work in all its branches, the covering of all walls, ceilings, soffits, piers, columns, or any part of a construction of any sort when covered with any plastic material in the usual methods of plastering, is the work of the plasterer. The casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks. All cornices, molding, coves and bull noses shall be run in place on rods and white mortar: scres and with a regular mold and all substitutes of any kind, when applied in plastic form with a trowel, or substitute for same, is the work of the plasterer.

Foremen over plasterers on operations within the jurisdiction of this Union shall be employees covered by this Agreement.

G. Marble Mosaic and Terrazzo Work - Marble Mosaic, Venetian Enamel and Terrazzo. Cutting and assembling of Mosaic. The casting of all terrazzo in shops and on jobs.

1. All scratch coat on walls and ceilings where Mosaic and Terrazzo is to be applied shall be done by plasterers, with an allowance of not less than one-half inch bed to be conceded to Mosaic and Terrazzo workers. All bedding above concrete floors or walls that the preparation, cutting, laying or setting of metal, composition or wooden strips and grounds and the laying and cutting of metal, strips, lath or other reinforcement, where used in Mosaic and Terrazzo work, shall be the work of the Mosaic and Terrazzo workers.

2. All cement Terrazzo, Magnesite Terrazzo, De-O-Tex, Rustic or rough washed for interior or exterior of buildings, and any other kind of plastic mixtures composed of chips of marble, granite, blue stone, enamel, mother of pearl, and all other kinds of chips when mixed with cement, rubber, Magnesium, Chloride or other binding material, when used on floors, ceilings, stairs, saddles or any other part of the interior or exteriors of buildings, and also other work not considered a part of the building, such as fountains, swimming pools, etc. Also all other substitutes that may be applied under the same methods as Mosaic or Terrazzo.

Cutting and assembling of Art Ceramic and Glass Mosaic comes under the jurisdiction of the Mosaic workers and the setting of same shall be done by tile layers.
H. Tile Layer's Work - The laying or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative insets, together with any marble plinths, thresholds or window stools used in connection with any tile work; also to prepare and set all concrete, cement brickwork or other foundation or materials that may be required to properly set and complete such work; the setting or bedding of all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete together with the setting of all cement, brickwork, or other material required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel, hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work, or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters', or stonemason's work respectively.

It will be understood that the work "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15" x 20" x 2", except quarry tiles larger than 9" x 9" x 1 1/2"..., also to mixtures in tile form of cement plastics and metals that are made for and intended for use as finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories when built in walls, or for decorative purposes or inserts in other materials. The foreman over any tile work shall be a tile layer and at no time shall anyone other than a bona fide tile setter act as foreman on tile work.

I. Pointing, Caulking and Cleaning - Pointing, caulking and cleaning shall consist of the pointing, caulking, and cleaning of all types of masonry, caulking of all window frames encased in masonry on brick, stone or cement structures, including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunite work.

J. Cement or Concrete Block Laying - The laying of cement or concrete blocks or blocks of masonry material.

K. Dryvit System - All work pertaining to the Dryvit and similar systems, including insulation board, primus adhesive, reinforcing fabric and all other materials, also whatever preparations it takes to perform said Dryvit system, shall be the work of plastermen or members of the I.U.B.A.C. having the skill to perform said work.

ARTICLE XI

WORK RULES

Section 1. A line must be pulled on two sides of all double unit walls eight (8) inches in thickness or over. Employer shall furnish all lines.
Section 2. No line shall be dropped before it is laid out and tooled unless job conditions delay the tooling. No mortar shall be spread ahead of the line and no line shall be raised more than one course at a time except to avoid obstructions.

Section 3. No employee shall be required to build a wall higher than five (5) feet from the ground or scaffold, whichever applies. No scaffold shall be built more than four (4) feet six (6) inches higher than the preceding working level. The Employer shall furnish ladders or other access to all scaffolds.

Section 4. All shafts or dangerous places of similar character must be sheeted tight to the floor above and a floor below to insure the safety of the men employed in the same and no member of this organization shall work in any shaft or opening where elevators or counterweights are running, except where there is a bank of elevators in which one non-running elevator and counterweight must intervene. This paragraph does not apply to patching work.

Section 5. All mortar tubs are to be raised at least eight (8) inches above ground area, on scaffolds and floor level.

Section 6. Work rules for plastering work shall continue to be as follows:

(a) On plastering work, foremen shall see that no gauging is made up later than thirty minutes of 12:00 and forty-five minutes of the regularly established quitting time. At no time shall a gauging be prepared before the preceding gauging is complete and especially no one shall prepare gauging for other than themselves except on cornice work.

(b) The plastering inside of a building shall be left straight with the rod and darby. These tools are to be furnished by the Employer.

(c) Moulding or covers of plaster walls shall be run with a regular mould properly screeded and run on rods. All noses must be properly screeded and run with a regular mould on rods.

(d) The finishing of plaster walls and ceilings cannot be done while the screed cornices or covers with which they intersect are not in place.

(e) For plastering work all mortar boards shall not exceed four (4) feet x six (6) feet or an equivalent area and each gauging shall not be more than one and one-half (1-1/2) rods per man.

(f) There shall be no preference given to either white mortar hands or brown mortar hands in regards to working overtime or the regular work day.

(g) All plaster mouldings or cornices, pilasters or plaster paneling must be run in place and where cornices are ornamented proper beds must be made to secure same. All plaster capitals, bases, and moulding if not ornamental, must be run on the job.

(h) On alterations and repair work it shall be permissible to lay off work on wood lath or substitute materials when the contract price does not exceed $200.00.
(i) Contractors shall furnish all screed rods, darbies and feather edges, which must be kept true and straight at all times.

(j) When plastering, the mortar boards shall be raised at least sixteen inches from the scaffold or placed on barrels or stands.

(k) When working on bottoms all work shall be plastered at least one (1) foot above scaffold height. If necessary a foot scaffold not to extend one (1) foot in height shall be allowed for this purpose.

(l) All plasterers shall be allowed ten (10) minutes clean up time before the established quitting time in which to change clothes and clean their tools.

(m) All stands for bottom work shall be no less than thirty (30) inches in height.

(n) There shall be no spacing of plank on scaffolds used for scratch, brown or white coat.

(o) For any scaffold up to four (4) feet in height, on side walls only, a scaffold twenty (20) inches in width shall be allowed. Anything four (4) feet or over in height shall be at least four (4) ten inch planks wide.

(p) No employee shall use stilts or other so called convenience which are hazardous in the opinion of the Business Agent.

(q) It is agreed that the plaster work if sublet or subcontracted by the Employer, shall be given to a contractor who agrees to be bound by the terms of this Agreement. There shall be no lumping of work.

Section 7. Work rules for cement finishing work shall continue to be as follows:

(a) There must be one (1) cement mason, exclusive of the superintendent and foreman, on the laying, placing or finishing of all concrete. On the floors there shall be two cement masons or plasterers to do rodding, screening and top dressing. This does not prohibit bricklayers and masons from being so employed providing they are qualified.

(b) There shall be three (3) men to pull any rod over twelve (12) feet in length up to sixteen (16) feet, and an additional man for every four (4) feet thereafter.

(c) During the regular working day there shall be no time lost for the cement mason while waiting for concrete to set for finishing. After the regular working day, until concrete has been properly finished, men shall be sent home at the discretion of the foreman. No cement finisher shall leave a concrete floor of over 100 square feet in an area over night and attempt to finish it on the following morning, except when said slab is exposed to rain, snow, sleet upon said slab after slab is in place or if retarding agents were used in the concrete as per architect's specifications.

Knee boards are to be used when hand troweling or floating all slabs.

(d) All cement masons shall be allowed ten (10) minutes clean-up time before the established quitting time in which to change clothes and clean their tools.
Section 8. (a) There shall be no more than two (2) competent men on each two-man swing scaffold, and each man shall be supplied with a safety line and belt, tied to a separate anchorage.

(b) The erection of all two-man swing scaffolds shall be supervised and inspected by men working on said scaffold.

Section 9. The shop steward and foreman on all jobs shall check together all scaffolds before being used by employees covered by this Agreement.

Section 10. "Coffee and", on the line. One (1) man shall get coffee and deliver it to others at approximately 10:00 A.M. This is to be considered a privilege and will be revoked for those abusing it after prior notice to the Business Agent.

Section 11. No employee shall contract by the unit, or lump work of any character, covered by our classification of work, or work for any person or persons contracting work by the unit, or lump work of any character, taken from general contractors, without furnishing material.

Section 12. Every journeyman shall tool off his own work.

Section 13. The foreman shall not put up the line unless he is working on the lead nor shall he demand the line to be raised before it is laid.

ARTICLE XII

APPRENTICESHIP

Section 1. Apprentices and the apprenticeship program established and maintained pursuant to this Agreement shall be under the direction and control of a Joint Apprenticeship Committee, known as the Connecticut Area-wide Joint Apprenticeship Committee (hereinafter referred to as the "Committee"), which shall at all times be comprised of an equal number of representatives from the Union and the Association. The Committee shall have authority to function as a committee when there is at least one (1) representative of the Association and one (1) representative of the Union present at a Committee meeting, but irrespective of attendance, the voting power of the Association and the Union shall always be equal.

Section 2. All apprentice dues books shall be the official and only bona fide identification of apprentices registered in the union-agreement sponsored program.

Section 3. The Committee shall register the training program and all apprentices under supervision of the Committee with the Connecticut State Apprentice Council recognized by the Federal Committee on Apprenticeship.

Section 4. The Committee shall cooperate with the Bureau of Apprenticeship, United States Department of Labor, Connecticut State Apprenticeship Council, Connecticut State Agencies and trade related industries in advancing the training skills of apprentices.

Section 5. Foremen shall be responsible for the proper consideration of all apprentices, under their supervision and provide every opportunity to develop and advance the skills of apprentices.
Section 6. The apprentice shall train in all branches of the trade. The apprentice supervisor shall make changes of the apprentices if he sees the apprentice is not getting a fair share of all branches of the trade. No apprentice shall be exploited by being used for continuous periods on such jobs as washing down, cutting on the saw and rubbing concrete. The apprentice shall work on washing down or cutting on the saw for not more than one (1) month each year for each operation.

Section 7. Apprentices shall be indentured to Employers and the Employer shall keep an apprentices for a period of three (3) or four (4) years with the provision that when the Employer has no work for the apprentice, the Business Representative shall find work and assign the apprentice to such work and when work opens up again with the Employer to whom the apprentice is indentured, then the apprentice shall be recalled by the Employer. Any grievance with respect to apprentices shall be taken up only by the Joint Apprenticeship Committee.

Section 8. All parties to this Agreement shall adhere to the apprenticeship rules and regulations and standards approved by the Committee and the Connecticut State Apprenticeship Council.

Section 9. The Employer shall contribute $50.00 to the Joint Apprenticeship Committee at the consumation or signing of the Agreement, to defray the cost of administration of the Apprenticeship Program; said Fund shall be subject to provision of applicable law and shall be administered by the Joint Apprenticeship Committees.

Section 10. One Craft Apprentice - 3 years

1st 6 mos. period 50% of journeymen wage rate
2nd 6 mos. period 60% of journeymen wage rate
3rd 6 mos. period 70% of journeymen wage rate
4th 6 mos. period 75% of journeymen wage rate
5th 6 mos. period 80% of journeymen wage rate
6th 6 mos. period 90% of journeymen wage rate

Combination of Two or More Craft Apprentices - 4 Years

1st 6 mos. period 50% of journeymen wage rate
2nd 6 mos. period 60% of journeymen wage rate
3rd 6 mos. period 65% of journeymen wage rate
4th 6 mos. period 70% of journeymen wage rate
5th 6 mos. period 75% of journeymen wage rate
6th 6 mos. period 80% of journeymen wage rate
7th 6 mos. period 85% of journeymen wage rate
8th 6 mos. period 90% of journeymen wage rate

ARTICLE XIII

INSURANCE

The Employer shall carry, on behalf of all employees covered under this Agreement, Workmen's Compensation Insurance, through a carrier licensed to do business in the State of Connecticut, and shall make Unemployment Compensation payments as required by law. The Employer shall provide the Business Representative of the Union with evidence of such coverages upon request.
ARTICLE XIV

STATE AND FEDERAL LAWS

It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the United States and the State of Connecticut. Should it later be determined that it would be a violation of any legally effective Government or State order or statutes to comply with any provision or provisions of this Agreement, the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such laws or statutes so long as they shall remain effective and the other provisions of this Agreement shall not be affected thereby.

ARTICLE XV

HOLIDAYS

On Christmas Eve and New Year's Eve, employees shall be entitled to stop work at noon without loss of pay for the full day. However, in the event the employees are prevented from working on these days because of weather or other conditions beyond the Employer's control, they shall receive only four (4) hours pay for the day at the regular hourly rate.

In the event Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the Friday immediately preceding said Saturday or Sunday shall be considered Christmas Eve and New Year's Eve for the purposes of this Section.

In the event an employee is laid off within five (5) working days prior to Christmas Eve, he shall be paid for Christmas Eve in accordance with the provisions of this section provided he has been employed by the Employer for a period of one calendar month (31) days immediately preceding the date of said lay-off, and in the event he is laid off within five (5) working days prior to New Year's Eve, he shall be paid for New Year's Eve in accordance with the provisions of this section provided he has been employed by the Employer for a period of one calendar month (31) days immediately preceding the date of said lay-off.

ARTICLE XVI

WORK STOPPAGES

Section 1. It is agreed that there shall be no work stoppages during the term of this Agreement except for the following causes only, and only forty-eight (48) hours (weekends excluded) after notice from the Union has been received by the Employer and the Association which clearly states the Union's intention to strike for:

"Willful non-payment of wages and or fringe benefit contributions as required by this Agreement for time actually worked by employees covered under this Agreement."

The notice required by this Section shall be by telegram, registered or certified mail, and shall be authorized and signed by the appropriate Business Representative.
Section 2. Except as specifically provided in Section 1 above, there shall be no work stoppages, strikes, slow-downs or other interference with the progress of the work during the term of this Agreement.

ARTICLE XVII

GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE

Section 1. A grievance shall be defined as any dispute arising between the parties concerning interpretation and/or application of this Agreement during the term of this Agreement. The Union, the Employer, and/or the Association may file and process a grievance as provided herein.

Section 2. There shall be a Joint Arbitration Committee hereinafter referred to as the "Committee", made up of two representatives of the Association and two representatives of the Union which shall hear grievances referred to it by the Employer, the Association and/or the Union.

Section 3. All grievances between an employee or group of employees on the one hand and the Employer on the other shall be processed in accordance with the following procedures:

Step 1. The steward shall first discuss the grievance with the Employer's superintendent in an attempt to resolve the matter informally.

Step 2. If the grievance is not resolved in Step 1 above, the Steward shall submit it to the Business Representative within two (2) working days after the occurrence which shall have given rise to the grievance. The Business Representative shall then discuss the grievance with the job superintendent or an officer of the Employer in a further attempt to resolve the matter informally.

Step 3. If the grievance cannot be resolved in Step 2 above, the Business Representative shall send notice to the Employer and the Association within four (4) working days after the occurrence which shall have given rise to the grievance requesting consideration by the Committee of the grievance. Such notice shall be by registered mail or telegram and must give the names of all parties involved, job site location and full particulars of the grievance including appropriate dates and ARTICLE(S) and Section(s) of this Agreement which the Union alleges have been violated.

Section 4. Either the Employer or the Association may submit a grievance for consideration by the Committee by sending notice to the Union requesting such consideration. Such notice shall be by registered mail or telegram and shall give details of the grievance. A copy of any such notice by the Employer shall be sent to the Association.

Section 5. The Committee shall meet to consider the grievance within five (5) working days after the request for such consideration has been received by either the Association or the Union. The grievance shall be deemed settled and resolved in accordance with the majority vote of the Committee, and the Committee's decision shall be binding upon the parties to the grievance.
Section 6. In the event the Committee is deadlocked or is otherwise unable to resolve a grievance which involves the interpretation or application of specific provisions of this Agreement within five (5) days after it first meets or should have met, either the Association or the Union may submit the grievance to the Connecticut State Board of Mediation and Arbitration. Such submission must be made within ten (10) working days after the Committee is deemed unable to resolve a grievance as provided herein.

Section 7. If either party refuses to participate in the selection of an impartial umpire, the other party shall select such umpire.

Section 8. If either party fails to appear at an arbitration proceeding before an impartial umpire, the umpire shall proceed ex parte.

Section 9. All expenses involved in mediation and/or arbitration proceedings hereunder shall be borne equally by the Association, or the Employer if not represented by the Association, and the Union.

Section 10. The parties to this Agreement agree that there shall be no strikes or lockouts, except as specifically provided in this Agreement, during the term of this Agreement. If either party alleges that the other party is engaging in a strike, lockout or refusal to permit the Business Representative access to the job, the aggrieved party may proceed directly under Section 6 of this Article without regard for the previous steps or their respective time limits.

ARTICLE XVIII
FRINGE BENEFIT FUNDS

Section 1. Employers hereunder shall make contributions to the fringe benefit trust funds enumerated, hereinafter referred to as the "Funds", in the amounts set forth below for each hour worked by each employee covered under this Agreement on and after the effective dates indicated.

LOCAL UNIONS NO. 1, 2, 3, 6, 12, 15, 16, 19 & 22

Connecticut State Building Trades
Hospitalization and Insurance Fund

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Connecticut Bricklayers' Supplemental Health Fund

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Connecticut Bricklayers' Pension Fund

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International Union Pension Fund

Effective Date

October 1, 1982

Hourly Amount

$.25

Effective October 1, 1982 and continuing until, but no later than November 31, 1982 all monies designated to the "International Union Pension Fund" ($.25 per hour) shall be held in an Escrow Account by the Connecticut Bricklayers Pension Fund until such time, no later than November 31, 1982, the participating Unions decide to put the agreed to $.25 per hour Pension contribution into either the International Union Pension Fund or the Connecticut Bricklayers Pension Fund.

The agreed to $.25 per hour pension contribution which takes effect October 1, 1982 shall be used only for increasing pension contributions and shall not be applied to the established hourly rate of pay, as set forth in Article V, Section 1 of this Agreement.

All such payments to the Funds are to be made in such manner and at such time as the Trustees of the respective Funds shall determine, but in no event shall such contributions be required to be paid more often than monthly, or sooner than the 10th day of the month following the month in which said contributions were earned. The Trustees shall apply such contributions to provide such plan or plans of benefits for eligible employees as the Trustees shall determine. The Employer shall be liable to pay contributions provided above only for hours worked in covered employment in the geographical jurisdiction covered by the respective Funds as indicated. In no event shall the Employer be liable to make duplicate contributions to more than one Fund providing the same type of benefits.

Section 2. The Funds shall be maintained at all times as jointly administered Taft-Hartley trust funds with an equal number of employer trustees, selected by the Association, and labor trustees, selected by the Union as might be appropriate, herein referred to as the "Trustees", serving and with such powers and duties, all as may be provided from time to time by the applicable Trust Agreement. The Funds shall furnish to the Association and the Union copies of their respective annual audit reports and annual actuarial or consulting reports and information concerning contributions received or due as might be requested from time to time.

Section 3. Each Fund shall at all times be operated in conformance with applicable Federal and State laws and regulations, and shall be maintained as a tax exempt trust under provisions of the Internal Revenue Code so that Employer contributions to said Fund shall at all times be deductible by the Employer for Federal income tax purposes. In the event that a Fund fails to retain approval as a tax exempt trust so that Employer contributions shall not be deductible as a business expense, the Employer shall not be liable to contribute to such Fund for hours worked during the period that the contribution is not deductible.

Section 4. At the discretion of a Fund's Trustees, an Employer determined to be delinquent in its payments as required herein may be held liable for all contributions due to the Fund and reasonable attorney's fees, court costs, audit fees and other expenses incurred incidental to collection of contributions due the Fund, including a reasonable rate of interest on
contributions due. Appropriate payroll records of the Employer may be subject to audit by the Trustees or their authorized representative upon reasonable notice. The Trustees shall have all powers with respect to the audit of appropriate payroll records and the collection of delinquent contributions, interest, audit fees, attorney's fees and other expenses of collection as may be provided from time to time by the applicable Trust Agreement.

Section 5. Nothing in this Agreement, the Trust Agreement, a plan of benefits or any other document shall be construed to impose upon the Employer or other contributor any liability or obligation to contribute or make any other payments to any Fund toward the cost of benefits or the cost of administration or funding to the Plan beyond the obligation of the Employer to make contributions and pay expenses of collection as specified in Sections 1 and 4 above. Except to the extent that the Association and the Union may participate in the selection of their respective trustees, neither the Association, nor the Union nor any Employer shall be responsible for the operation or administration of the Funds. In no event shall the Association, the Union or any Employer be liable for any action or failure to act of any trustee. It is agreed and understood that this Section shall serve as a defense to any allegation or course of action brought by any individual or entity which might jeopardize the employer's or other contributor's position that its liability is strictly limited as stated herein.

ARTICLE XIX

DUES CHECK-OFF

Section 1. Effective April 1, 1981, and continuing thereafter during the term of this Agreement, and in accordance with the terms of an individual and voluntary written authorization for check off of union membership dues to be furnished to the Employer in form permitted by the provisions of Section 302 (c) of the Labor-Management Relations Act, as amended, the Employer agrees to deduct once each week from the net pay of each employee covered by this Agreement, who signs said authorization, twenty-five ($ .25) cents per hour when authorized pursuant to this Agreement, for each payroll hour worked by said employee during the week as part of the employee's membership dues in the Union. Said deductions shall be made solely for each employee who is a member of the Local Union and who is working in the geographical jurisdiction of the Local Union as listed in ARTICLE II of this Agreement.

Section 2. The Union agrees to indemnify and save the Employer and the Association harmless against any and all claims, suits, or other forms of liability arising out of the Employers' participation in or performance of the provisions of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been paid to the Local Union. The aforementioned authorization shall be in the following form:
AUTHORIZATION FOR CHECK-OFF DUES

I hereby authorize my employer to deduct weekly from my pay the amount of twenty-five cents ($0.25) per hour for each hour worked. Such money is to be remitted as part of my membership dues to Local _______________________

(name and address of local union)

for so long as this authorization is in effect. This assignment, authorization, and direction (herein called "authorization") shall be irrevocable for the period of one (1) year from date of delivery to you, or until the termination of the applicable collective bargaining agreement which is in force at the time of delivery of this authorization, whichever occurs sooner, and shall renew itself annually unless I shall revoke this authorization by giving my employer and the Union, at the above address, written notice by certified mail not earlier than March 15th of any year or later than March 30th of such year.

Date ____________________ Employees' Signature ____________________ Soc. Sec. No. ____________________

Address ____________________

City or Town ____________________ State ______ Zip ______

Local Union No. ____________________ Book Number ____________________

ARTICLE XX

BUILDING AND CONSTRUCTION ADVANCEMENT PROGRAM

The Building and Construction Advancement Program Trust Fund (BCAP), a division of The Associated General Contractors of Connecticut, Inc., (hereinafter referred to as the "Fund") has been established and organized to improve public relations; to improve the standards of the construction industry; to conduct education and training programs and to conduct any program for the benefit of the construction industry. The Fund shall not conduct any anti-union or political activity.

The Employer agrees, commencing with the first payroll following the effective date of this Agreement, to make payments of ten ($0.10) cents per hour to the BCAP Trust Fund for each hour each employee covered by this Agreement works.

The payment to the Fund shall be made to the BCAP which has been established under an Agreement and Declaration of Trust, the terms of which are hereby accepted by the Employer.

All contributions shall be made at such time and in such manner as the Trustees of the Fund shall require, but in no event shall such contributions be due and payable later than the tenth (10th) day of the month next succeeding the month for which the sum is payable.
If the Employer fails to make contributions to the Fund within the period required by the Trustees of the Fund, at the discretion of the Fund's trustees, the delinquent Employer shall be liable for all reasonable costs for collecting the payments due, including but not limited to reasonable attorney's fees and court costs, audit costs, a reasonable rate of interest on the outstanding balance due the Fund, and liquidated damages assessed by the Fund's Trustees as an "administrative fee" determined as set forth in the Trust Agreement.

The Union shall incur no liability or responsibility for the collection of such contributions.

ARTICLE XXI

CONNECTICUT MASONRY INDUSTRY PROMOTION FUND

The Association agrees to establish the Connecticut Masonry Industry Promotion Fund, hereinafter referred to as the Promotion Fund, for the purpose of expanding construction and masonry products markets, engaging in economic research and otherwise improving the outlook for masonry industry employers and employees. The Employer agrees to pay the sum of ten ($10) cents per hour for each hour worked by covered employees to the Promotion Fund. All administration costs shall be paid from the corpus of the Fund. Two cents ($.02) of the contribution provided herein will be allocated to the International Masonry Institute.

The Association shall appoint five (5) Trustees to administer the Promotion Fund, two (2) of said Trustees to be representatives of masonry contractors, such Trustees having the right and responsibility to operate the Promotion Fund consistent with this Agreement. The Business Agents of respective B & AC Local Unions will serve in an advisory capacity to the Trustees.

The Connecticut Masonry Industry Promotion Fund shall at all times conform with the requirements of all federal and state laws and regulations pertaining thereto and shall at all times conform with the requirements of the Internal Revenue Code so that contributions to the Fund shall be treated by the Employer as tax exempt and a deduction for income tax purposes and so that the corpus of the Fund shall be so tax exempt.

ARTICLE XXII

MANAGEMENT PREROGATIVES

The Employer hereunder shall have full authority to manage the work, direct the workforce, and decide all matters except to the extent he is specifically prohibited from doing so under this Agreement.

ARTICLE XXIII

SEVERABILITY

The obligations of the Employers bound by this Agreement shall be several and not joint, and the acts, omissions or violations of this Agreement by an Employer or any individual or entity, whether alleged or in fact, shall not be held against any other Employer or against the Association.
ARTICLE XXIV
TERM OF AGREEMENT

This Agreement shall remain in full force and effect from April 1, 1981, or the day after expiration of the appropriate predecessor agreement whichever is later, through March 31, 1984 and shall renew itself annually thereafter unless either party shall have given written notice to the other party of its desire to terminate this Agreement and negotiate a successor agreement at least sixty (60) days prior to March 31, 1984 or any March 31 thereafter.

IN WITNESS WHEREOF, the parties hereto have set their hands and have caused this Agreement to be executed by their duly authorized representatives on this 20th day of September 1982.

LABOR RELATIONS DIVISION, THE ASSOCIATED GENERAL CONTRACTORS OF CONNECTICUT, INC.

[Signature]

Francis E. Blym

NORTHERN CONNECTICUT DISTRICT COUNCIL OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN, AFL-CIO

Local No. 1

[Signature] Seth K. Lawrence

Local No. 2

[Signature] Jack O'Keefe

Local No. 3

[Signature] Francis E. Blym

Local No. 6

[Signature] Joseph C. Rate

Local No. 12

[Signature] John D. Napier

Local No. 15

[Signature] Thomas F. McNally

Local No. 16

[Signature] Harold J. Pihlman

Local No. 19

[Signature] James F. Balch

Local No. 22

[Signature] Frank Dziewa
ACCEPTANCE OF AGREEMENT

The undersigned employer hereby agrees to and accepts all terms and conditions of the April 1, 1981 through March 31, 1984 Agreement by and between the Labor Relations Division, The Associated General Contractors of Connecticut, Inc. and District Council of Northern Connecticut, of the International Union of Bricklayers and Allied Craftsmen, AFL-CIO, hereinafter referred to as the "Agreement", attached hereto, and any amendments or successor agreements thereto absent timely written notice to the contrary, and in addition to its agreement to abide by all terms and conditions of the Agreement, the Employer signatory hereto specifically agrees to make all payments in the amounts and manner provided in ARTICLE V, ARTICLE XVIII, ARTICLE XIX, ARTICLE XX and ARTICLE XXI of the Agreement, acknowledging any and all consideration as provided therein, and agrees that it may be sued in any court of competent jurisdiction, with liability for any and all costs borne by the plaintiff, by the Union, the Association or the AGC as defined in the Agreement, and/or the Boards of Trustees of Funds enumerated in the Agreement, for its failure to make payments or otherwise comply with the Agreement.

IN WITNESS WHEREOF, the undersigned, an authorized representative of the employer, has set his hand and has caused this Acceptance of Agreement to be signed and entered into.

FOR THE EMPLOYER:

Signed: ___________________________ Date: ___________________________

Title: ________________________________

Company Name: __________________________

Street Address: __________________________

City, State, Zip Code: __________________________

FOR THE UNION:

Signed: ________________________________

Local Union No. of the District Council of Northern Conn.

PLEASE FORWARD TO:

UNION COPY
ACCEPTANCE OF AGREEMENT

The undersigned employer hereby agrees to and accepts all terms and conditions of the April 1, 1981 through March 31, 1984 Agreement by and between the Labor Relations Division, The Associated General Contractors of Connecticut, Inc. and District Council of Northern Connecticut, of the International Union of Bricklayers and Allied Craftsmen, AFL-CIO, hereinafter referred to as the "Agreement", attached hereto, and any amendments or successor agreements thereto absent timely written notice to the contrary, and in addition to its agreement to abide by all terms and conditions of the Agreement, the Employer signatory hereto specifically agrees to make all payments in the amounts and manner provided in ARTICLE V, ARTICLE XVIII, ARTICLE XIX, ARTICLE XX and ARTICLE XXI of the Agreement, acknowledging any and all consideration as provided therein, and agrees that it may be sued in any court of competent jurisdiction, with liability for any and all costs borne by the plaintiff, by the Union, the Association or the AGC as defined in the Agreement, and/or the Boards of Trustees of Funds enumerated in the Agreement, for its failure to make payments or otherwise comply with the Agreement.

IN WITNESS WHEREOF, the undersigned, an authorized representative of the employer, has set his hand and has caused this Acceptance of Agreement to be signed and entered into.

FOR THE EMPLOYER:

Signed: ___________________________ Date: ___________________________

Title: ____________________________________________

Company Name: ______________________________________

Street Address: ______________________________________

City, State, Zip Code: ________________________________

FOR THE UNION:

Signed: ______________________________________

Local Union No. _______ of the District Council of Northern Conn.

PLEASE FORWARD TO:

The AGC of Conn., Inc., 6 Lunar Drive, Woodbridge, CT 06525
ACCEPTANCE OF AGREEMENT

The undersigned employer hereby agrees to and accepts all terms and conditions of the April 1, 1981 through March 31, 1984 Agreement by and between the Labor Relations Division, The Associated General Contractors of Connecticut, Inc. and District Council of Northern Connecticut, of the International Union of Bricklayers and Allied Craftsmen, AFL-CIO, hereinafter referred to as the "Agreement", attached hereto, and any amendments or successor agreements thereto absent timely written notice to the contrary, and in addition to its agreement to abide by all terms and conditions of the Agreement, the Employer signatory hereto specifically agrees to make all payments in the amounts and manner provided in ARTICLE V, ARTICLE XVIII, ARTICLE XIX, ARTICLE XX and ARTICLE XXI of the Agreement, acknowledging any and all consideration as provided therein, and agrees that it may be sued in any court of competent jurisdiction, with liability for any and all costs borne by the plaintiff, by the Union, the Association or the AGC as defined in the Agreement, and/or the Boards of Trustees of Funds enumerated in the Agreement, for its failure to make payments or otherwise comply with the Agreement.

IN WITNESS WHEREOF, the undersigned, an authorized representative of the employer, has set his hand and has caused this Acceptance of Agreement to be signed and entered into.

FOR THE EMPLOYER:

Signed: ___________________________ Date: ___________________________

Title: ______________________________

Company Name: ___________________________

Street Address: ___________________________

City, State, Zip Code: ___________________________

FOR THE UNION:

Signed: ______________________________

Local Union No. of the District Council of Northern Conn.

PLEASE FORWARD TO:

Conn. Bricklayers' Pension Fund, 2 Elizabeth Street, West Haven, CT 06516
ACCEPTANCE OF AGREEMENT

The undersigned employer hereby agrees to and accepts all terms and conditions of the April 1, 1981 through March 31, 1984 Agreement by and between the Labor Relations Division, The Associated General Contractors of Connecticut, Inc. and District Council of Northern Connecticut, of the International Union of Bricklayers and Allied Craftsmen, AFL-CIO, hereinafter referred to as the "Agreement", attached hereto, and any amendments or successor agreements thereto absent timely written notice to the contrary, and in addition to its agreement to abide by all terms and conditions of the Agreement, the Employer signatory hereto specifically agrees to make all payments in the amounts and manner provided in ARTICLE V, ARTICLE XVIII, ARTICLE XIX, ARTICLE XX and ARTICLE XXI of the Agreement, acknowledging any and all consideration as provided therein, and agrees that it may be sued in any court of competent jurisdiction, with liability for any and all costs borne by the plaintiff, by the Union, the Association or the AGC as defined in the Agreement, and/or the Boards of Trustees of Funds enumerated in the Agreement, for its failure to make payments or otherwise comply with the Agreement.

IN WITNESS WHEREOF, the undersigned, an authorized representative of the employer, has set his hand and has caused this Acceptance of Agreement to be signed and entered into.

FOR THE EMPLOYER:

Signed: ____________________________ Date: __________________________

Title: ____________________________

Company Name: ____________________________

Street Address: ____________________________

City, State, Zip Code: ____________________________

FOR THE UNION:

Signed: ____________________________

Local Union No. ____________________________ of the District Council of Northern Conn.

PLEASE FORWARD TO:

Conn. State Building Trades, 2 Elizabeth Street, West Haven, CT 06516
ACCEPTANCE OF AGREEMENT

The undersigned employer hereby agrees to and accepts all terms and conditions of the April 1, 1981 through March 31, 1984 Agreement by and between the Labor Relations Division, The Associated General Contractors of Connecticut, Inc. and District Council of Northern Connecticut, of the International Union of Bricklayers and Allied Craftmen, AFL-CIO, hereinafter referred to as the "Agreement", attached hereto, and any amendments or successor agreements thereto absent timely written notice to the contrary, and in addition to its agreement to abide by all terms and conditions of the Agreement, the Employer signatory hereto specifically agrees to make all payments in the amounts and manner provided in ARTICLE V, ARTICLE XVIII, ARTICLE XIX, ARTICLE XX and ARTICLE XXI of the Agreement, acknowledging any and all consideration as provided therein, and agrees that it may be sued in any court of competent jurisdiction, with liability for any and all costs borne by the plaintiff, by the Union, the Association or the AGC as defined in the Agreement, and/or the Boards of Trustees of Funds enumerated in the Agreement, for its failure to make payments or otherwise comply with the Agreement.

IN WITNESS WHEREOF, the undersigned, an authorized representative of the employer, has set his hand and has caused this Acceptance of Agreement to be signed and entered into.

FOR THE EMPLOYER:

Signed: ___________________________ Date: ___________________________

Title: ___________________________

Company Name: ___________________________

Street Address: ___________________________

City, State, Zip Code: ___________________________

____________________________________

FOR THE UNION:

Signed: ___________________________

Local Union No. ___________________________ of the District Council of Northern Conn.

EMPLOYER COPY