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Parkersburg-Marietta Contractors Assoc.  
Parkersburg, WV 26104  
MASTER AGREEMENT

AGREEMENT

BETWEEN

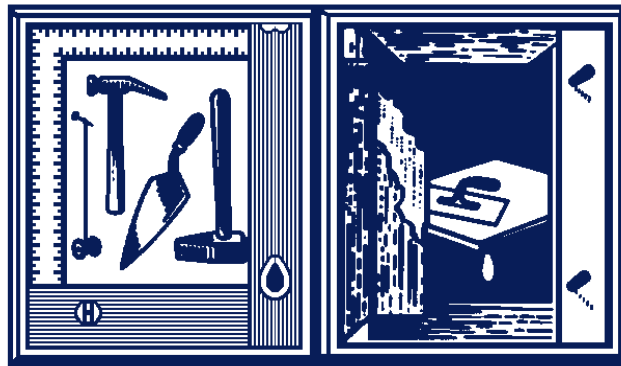
THE PARKERSBURG-MARIETTA  
CONTRACTORS ASSOCIATION, INC.

AND

OHIO/KENTUCKY ADMINISTRATIVE DISTRICT COUNCIL  
BRICKLAYERS AND ALLIED CRAFTWORKERS  
LOCALS 44 OHIO and 52 OHIO  
MASTER AGREEMENT

EFFECTIVE DATE

JUNE 1, 2016: through MAY 31, 2021



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## PREAMBLE

**This Agreement** is negotiated by and between the Parkersburg-Marietta Contractors Association, Inc. as negotiation agent for employers of bricklayers within the area as defined herein, hereinafter referred to as the "Employer", and the Ohio-Kentucky Administrative District Council, representing Bricklayers Local Unions 44 OH and 52 OH of the International Union of Bricklayers and Allied Craftsmen hereinafter referred to as the Union.

That, whereas, the parties hereto desire to stabilize employment in the construction industry agree upon wage rates, hours, and conditions of employment, and to eliminate strikes, boycotts, lockouts, and stoppage of work.

Now, therefore, the undersigned Employer and Union, consideration of the mutual promises and covenants herein contained, agree of follows:

## ARTICLE I - SCOPE OF WORK

SECTION A. This Agreement shall cover all new construction, maintenance, repair and renovation within the following Ohio Counties:

1. Local 44: Ohio Muskingum, Morgan, Guernsey, Perry, Coshocton, Knox, Licking, Fairfield And Hocking
2. Local 52 Ohio Athens, Meigs, Noble and Washington counties

SECTION B. The trade jurisdiction of this Local Union shall encompass the trades indicated in the charter granted this Local by the International Union of Bricklayers and Allied Craftworkers, as defined in \*Article II, Section B and \*Code 1 of the International Union of Bricklayers & Allied Craftworkers Constitution.

\* With the exception of Tile/Marble/Terrazzo Mechanics and Finishers of which BAC Local 55OH shall have exclusive jurisdiction

SECTION C. In addition, all other assignments mutually agreed upon between the Employer and the Union on any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future that are determined by these parties to fall within the work jurisdiction of this Agreement.

SECTION D. In the Event of territorial jurisdiction or work assignment dispute with any other BAC Local Union, the matter shall be referred to the International Union for binding resolution.

Below is a comprehensive list of the BAC's Jurisdictional Work

**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; all carbon materials, Karbate, Impervite or mixtures. All acid-chorine resistant materials,. All terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 9 of Article XI, of the Constitution. 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, mineral-wool, cork blocks and glass masonry, or any substitute for above materials; the cutting, rubbing and grinding of all kinds of brick and setting of all cut stone trimmings on brick buildings.

The placing of grout into the cavities/voids of all types of masonry walls is the work of the Bricklayers. He will handle pouring of grout from a bucket or other container, and if a grout machine is used to pump this material in, he will handle the nozzle. If any other method is used, the Bricklayer will be the person who is responsible for the final placement of the grout into the cavity/void of the masonry wall.

The placement of reinforcing materials; whether horizontal, vertical or otherwise, into the cavities/voids of masonry walls of any configuration shall be the work of the Bricklayer. The above includes horizontal, vertical, or otherwise placement, lapping, jointing, connecting or welding. Normal bending and/or tying, not including intricate work, shall be the work of the Bricklayer.

The actual placement of insulation shall be under the supervision of the Bricklayer, and he shall place the material into the cavity/void of the wall. The pouring of loose insulation, the placing and attaching sections of board-type materials shall be the work of the Bricklayer.

Installation of Insulated Concrete Forms or ICF's; regardless of manufacturer; shall be the work of the Bricklayer. This work includes the lay-out; placement and installation of units, placement of reinforcement and final placement and finish of grout or concrete.

Bricklayers claim all Refractory materials and tools and methods for installation of Refractories such as Gunitite nozzle, vibrators, etc., as used in new construction, modification and maintenance on all types of heat enclosures. Refractory materials include: Firebrick, insulating brick, plastics, ramming mixes, anchor systems inside of heat enclosures, gunning mixes, high temperature mortars, high heat fiber insulations, castables and other associated Refractory products.

Cleaning, Grouting, Pointing, Laying Mortar and other work necessary to achieve and compete the work under the foregoing category will be the work of the Bricklayer, including the raking and re-pointing of a structural glazed tile on new work. All waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall will be recognized as masons' work.

All terra cottas called a unit tile in sizes more than six inches (6") by twelve inches (12") regardless of method of installation. All quarry tiles more than nine inches (9") by nine inches (9") by one and one-fourth inches (1 1/4") in size. Split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing and pointing of the above materials shall be the work of the craft installing same.

All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures.

All clay products known as a terra cotta tile, unit tile, ceramic veneer and machine made terra cotta and like materials in sizes larger than six (6") inches by twelve (12") inches, regardless of the method of installation.

Where the preponderance of material to be installed is of the above sizes and when material of lesser sizes is to be used in connection therewith, the Bricklayers shall install all such materials.

Brick paving comes under Bricklayer's trade classification. The first plastering coat of all exterior surfaces of exterior masonry walls below grade, built by Bricklayers, shall be applied by Bricklayers; also, the parging of all masonry walls.

**Pointing, Caulking and Cleaning** - This branch of the trade shall entitle the holder of a card of membership so marked to all rights and privileges anywhere in the jurisdiction of the I.U.B.A.C., providing the membership is in good standing. 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 or stone including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunite work.

The pointing, cleaning and weatherproofing of all buildings, grain elevators, and chimneys built of stone or brick. It will include all grinding and cutting out, sand blasting and gunite work on the same.

This is not to be construed as a denying the right of the brick or stone mason members to apply themselves at this branch of the trade.

Cards of membership to be issued to concrete and cement block layers under the classification of cement block layers. It is to be specifically understood that Bricklayers and stone masons shall continue to exercise the right they now possess to lay cement block on any structure above or under the ground, whenever and wherever they desire to do so. Cement block layers will be accorded the right to lay cement or cinder blocks where these blocks are used in foundations or in the erection of buildings built exclusively of cement block or cinder block. It is to be further understood, cement block layers will not be accorded the right to lay bricks or stone, unless they secure vouchers as to their qualifications as provided by I.U.B.A.C. Constitution.

**Stone Masonry** - The terms and conditions specified for Brick Masons also apply to Stone Masons, except for the provisions outlined in this Article X. The undersigned further agree that stone masonry will consist of laying of all rip rap, rubble work, with or without mortar, setting all cut stones, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects, and customarily called "stone" in the trade).

The setting of all materials customarily called "stone" in the trade with a thickness GREATER than one and one fourth (1 1/4) inches shall be stone masonry. Stone Masonry shall also include the setting of "stone" with a thickness LESS THAN or EQUAL to one and one fourth (1 1/4) inches ONLY for the exterior of multi-story buildings.

Cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon beds and joints, and ranges ashlar not more than ten inches in height; the dressing of all jambs, corners and rings tones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon the 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, playgrounds, parks, landscaping and curbing 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 will be considered stone masonry.

Stonemasons shall have the right to use all tools which they consider necessary in the performance of their work.. Cleaning, grouting, pointing and other work necessary to achieve and complete the work under the foregoing category shall be the work of the stone mason.

The cutting, setting and pointing of cement blocks and all artificial stone or marble, either interior or exterior, when set by the 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 the members of the I.U.B.A.C., for which the highest rate of wages shall be demanded. pre-assembled panels which may have metal or concrete backing, whether set with cement mortar, high strength adhesives or secured by bolting or welding to plates set in all types of concrete or attached to steel frame structures, whether set by hand or with any type of mechanical systems.

Pre-assembly work assignments shall include, but not be limited to, the preparation of steel frames or precast concrete back up panels, the drilling of holes, cutting, fitting and fastening of artificial and natural masonry product units to steel frames or back up precast concrete by bolts, clip anchors, pins, including any welding as a well as the complete application or installation of insulating, caulking and/or waterproofing materials.

Installation work assignments shall include, but not be limited to, unloading, selecting or shaking out of artificial and natural masonry products for erection, hooking on, signaling, laying out, cutting, fitting, bedding, landing, setting, leveling, plumbing, aligning, anchoring, installation of any steel clips, relief or support angles as a well as the installation of metal grid or strut stone supports (including bolting and/or welding), grouting, patching, cleaning, and installation of gaskets or packing or caulking.

In addition, all assignments mutually agreed upon between the Employer and the Union as a well as all other work assignments on any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future that are determined by these parties to fall within the work jurisdiction of this Agreement.

**CEMENT MASONRY:** Cement Masonry shall consist of, but not limited to, the following work procedures and installation of the following materials:

A. The 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.

B. The cutting of all cement and concrete for patching and finishing; the bush hammering of all concrete when cast in place; the operation of cement gun, the nozzle and the finishing of all material applied by the guns; and the operation of the cement floor finishing machines. The cement mason shall have the right to use all tools necessary to complete his work.

**\*\*\*\*\* Craft jurisdiction assignment for Cement Masonry is at the discretion of the contractor by letter of assignment.**

**Special Categories** - The International Union shall have the authority to establish additional general or special categories of work jurisdiction as may from time to time be required to identify and maintain the skills coming within the work jurisdiction of the International.

Foremen shall be practical mechanics in the branch of trade over which they exercise supervision.

**\*\*\*\*\*Tile/Marble Terrazzo Mechanics and Finishers See Local 55 OH Tile/Marble/ Terrazzo Agreement**

## ARTICLE II - UNION RECOGNITION AND SECURITY

### SECTION A

1. All Journeymen and Apprentice's performing work under the trade jurisdiction represented by the BAC and covered by this Agreement herein shall be members of the Union, now in the employ of the Employer, shall remain members in good standing in the Union during the term of this Agreement.
2. All Journeymen and Apprentice's performing work under the trade jurisdiction represented by the BAC and covered by this Agreement, hereafter employed by the Employer, shall become members of the Union on the earliest date provided by applicable Federal Law after their employment.

### SECTION B

The Employer will comply with all Municipal, State and Federal Laws, especially with the Workmen's Compensation Law of Ohio and West Virginia, and the Social Security Law and Certificates evidencing compliance therewith shall be conspicuously posted on the jobs. Employees shall not work for contractors not carrying the above.

### SECTION C

1. The Union Representative, Carrying proper credentials, shall be allowed to visit the job during working hours to interview the contractors, the Steward, or the men, but in no way hinder the progress of the work.
2. Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive bargaining agent for all employees within that bargaining unit, on all present jobsites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employee's exclusive representative as a result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB Election.
3. The Employer hereby recognizes the Union, or its successor, as the sole and exclusive bargaining representative of all the employees of the employer performing work over which the Union has jurisdiction.

### SECTION D

1. The Employer agrees not to subcontract or sublet any work covered by this Agreement to any person, firm or corporation which is not in contractual relationship with the I.U.B.A.C. or any of its affiliate Unions.
2. The Union agrees that it will not furnish Employees to anyone not in contractual relationship with the I.U.B.A.C. or any of its affiliate Unions.

## ARTICLE III - MANAGEMENT RECOGNITION AND RIGHTS

### SECTION A.

#### EMPLOYER RECONITION and RIGHTS

1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all the members of said Employer. The operation of the job and the direction of the working forces, including the right to hire, suspend, and discharge for proper cause, and the right to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the company's foreman, provided that this duty will not be used for purpose of discrimination against any employee.
2. The Employer shall not discriminate against any employee or applicant for employment because of Race, Religion, Color or National Origin, and that the contractor would take affirmative action to insure that his employees have not been discriminated against in any manner during the term of employment.
3. In no event will Union enter into an Agreement on Contract of Employment with any contractor or employer Containing provisions more favorable to the Employer than the provisions contained in this Agreement.
4. The Union agrees that it will not permit employees within the bargaining unit to work for an unestablished, out-of-town employer or a non-member of the Association who has not filed with the Union a proposed Health and Welfare and Apprentice Fund Bond in the minimum amount of \$5,000.00; this Bond shall be written by a reliable corporate surety and shall be deposited with the Union. This Bond may be reclaimed within one hundred twenty (120) days after ceasing operation in the jurisdiction of Local Union No. 52, if payments to all funds have been properly made.

### SECTION B.

#### JOBSITE FOREMAN and SUPERVISION

1. The selection of craft foremen and general foremen shall be entirely the responsibility of the employer, it being understood that in the selection of such foreman, the employer will give primary consideration to the qualified men available in the local area. After giving such consideration, the employer may select such men from other areas. Foremen and general foremen shall take order from individuals designated by the Employer.
2. The Foreman shall be a qualified mechanic of the branch of the trade, and it shall be the function of the Foreman to tell the worker what to do, how to do it, and to see that the work is properly done.
3. The foreman shall be responsible for the placing of men, assigning their tasks, selecting proper material and tools, maintaining safe working conditions, and planning and effective efficient execution of work. In accordance with their supervision.



4. Foreman shall lay out all work to be performed by masons. Foremen shall notify masons of their discharge on the scaffold and make the necessary arrangements with the Employer for payment.
5. The Foremen shall not be required to use the tools, when in his judgment, supervisory duties require his attention.
6. When three (3) or more journeymen are employed on any job, there shall be a foreman's wages. The Foreman's rate of pay shall be a minimum of one dollar and fifty cents (\$1.50) above the Journeyman rate.
7. When in Managements judgment a project grows in size enough that 2 or more supervisory employees are necessary a General Foreman shall be designated by management. The General Foreman's rate of pay shall be a minimum of two dollars (\$2.00) above the Journeyman rate.

## ARTICLE IV – APPRENTICES

### SECTION A

#### APPRENTICE RATE of PAY

The apprentice's shall be paid at the following rates:

1st six months	0- 750 Hours	50%		2nd six months	and 751-1500	55%
3rd six months	and 1501-2250 Hours	60%		4th six months	and 2251-3000 Hours	65%
5th six months	and 3001-3750 Hours	70%		6th six months	and 3751-4500 Hours	75%
7th six months	and 4501-5250 Hours	80%		8th six months	and 5251-6000 Hours	90%

% of Journeyman Hourly Taxable Rate. All apprentices 100% fringe benefits.

### SECTION B

#### SO-KY RTC JATC

The SO-KY Regional Training Center Joint Apprentice Committee is the governing authority as to all matters pertaining to apprentice and training. Their duties shall include:

1. Write, submit, register and govern "Standards of Apprenticeship" and adhere to and require compliance to said document. Both by Labor and Management.
2. The SO-KY RTC JATC shall have the authority to place or refer apprentices on jobsites to maximize training opportunities.
3. See that Apprentice Ratios are adhered to and they are:
  - i. Maxium ratio shall be one (1) apprentice to every one (1) journeyworker

- ii. No less than one (1) apprentice to every five
  - iii. The first BAC Craftworker hired following the steward shall be an apprentice.
  - iv. The last BAC craftworker laid off except the steward shall be an apprentice.
4. Enforce Apprenticeship discipline
- i. In case of an Apprentice being unsatisfactory because of his work or conduct, he shall be reported to the Apprenticeship Committee in writing by his Foreman so that the problem can be properly taken care of.
  - ii. If an apprentice is disciplined by the SO-KY RTC JATC for school related insufficiencies. The SO-KY RTC has the right to terminate an apprentice after due process in compliance to the registered "Apprenticeship Standards".

\*In the case of an Apprentice being unsatisfactory because of his work or conduct, he shall be reported to the Apprenticeship Committee in writing by his Foreman so that the problem can be properly taken care of.

#### SECTION C APPRENTICE JOB TASKS

Apprentice job tasks shall be assigned by the jobsite foreman and supervised by the jobsite journeymen. Specifics and types of work assignments performed by apprentices shall be as stipulated in the "Standards of Apprenticeship" as administered by the SO-KY RTC JATC and approved by the Ohio Apprenticeship Council.

#### SECTION D MASON FINISHER

The Employers and the Union hereby agree to establish the classification of **Mason Finisher**.

1. The sole purpose of this classification is to ensure that the Apprentice Program has a source of ready Apprentices.
2. The Joint Apprentice Training Committee (JATC) shall monitor and maintain supervision of the Mason Finisher(s).
3. The Joint Apprentice Training Committee (JATC) will determine the availability of individuals to enter the Apprentice Program.
4. The duties of the classification shall be to work in any and all aspects of the Masonry Construction, taking direction from the Employer and Journeyman Bricklayers and Stone Masons working on the job to become familiar with construction in general and masonry in particular.

5. It shall be the responsibility of the Employer and the Journeyman Mason(s) on the job to train the Mason Finisher to become qualified to enter the Apprenticeship Program. In the interest of maintaining a well-trained work force.
6. All Apprentices must be registered with the Bureau of Apprenticeship and Training (BAT).
7. The jobsite ratio of BAT registered Apprentices to Journeyman and Mason Finisher(s) to BAT registered Apprentices\* may not exceed the numbers shown in the following table:

<b>Journeyman</b>		<b>Apprentices</b>		<b>Mason Finisher</b>
1-2	allows	1	permits	1
3-4	allows	2	permits	1
5-6	allows	2	permits	2
7-10	allows	3	permits	2

8. BAT Registered Apprentices must be employed prior to hiring Mason Finisher(s).
9. Under no condition may a Mason Finisher work on a jobsite unless a registered apprentice is on the job and the ratios in the table above will be strictly enforced.
10. 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 Finisher may be added.
11. The wage rate of the Mason Finisher shall be as follows:
  - i. 1<sup>st</sup> year Mason Finisher:
    - 1-90 days (probationary period) 45% of the base rate
    - 90-365 days 45% of the base rate of the Journeyman plus H&W\*\*
  - ii. 2<sup>nd</sup> year Mason Finisher
    - 50% of the base rate of the Journeyman plus H&W

\*\*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 Finisher receives pay from the Employer. No contribution to the Pension Fund or any other fringe fund is required.

12. Once the Mason Finisher (2) is registered as an Apprentice, all negotiated fringe benefits shall be paid on behalf of the Apprentice, in accordance with the Collective Bargaining Agreement.

## ARTICLE V - WAGES, BENEFITS, HOURS, HOLIDAYS AND TRUSTS

### SECTION A JOURNMAN WAGES

Journeyman bricklayers, stone masons, sewer bricklayers, marble masons, Pointers/Cleaners and caulkers (PCC), and cement block layers shall receive pay as follows: Effective with the first day of the first full payroll week in the month and year of the effective date hereof.

### Bricklayers and Allied Craftworkers Union Locals 44 and 52 Ohio and the Parkersburg/Marietta Contractors Association

#### WAGES, FRINGE BENEFITS, & CONTRIBUTIONS

<b>LOCAL 44 OH</b>	2016	2017	2018	2019	2020
Negotiated Raise	<b>\$.97</b>	<b>\$.90</b>	<b>\$.95</b>	<b>\$1.00</b>	<b>\$1.00</b>
➤ Total Package	\$41.57	\$42.47	\$43.42	\$44.42	\$45.42
Journeyman	\$27.52				
General Foreman	+\$2.00				
Foreman	+\$1.50				
Full Time Saw man	+.50				
Health & Welfare	\$7.50				
VEBA	\$0.16				
Ohio Bricklayers Pension	\$2.96				
I.U. Pension Fund	\$2.00				
International Pension Fund PPA	\$0.69				
Apprenticeship & Training	\$0.15				
International Masonry Institute	\$0.42				
Drug Testing and Education Fund	\$0.10				
Construction Advancement Program	\$0.07				

\*\*\*\* Refractory Rates as Established by the National Refractory Agreement

<b>LOCAL 52 OH</b>	2016	2017	2018	2019	2020
Negotiated Raise	<b>\$.90</b>	<b>\$.90</b>	<b>\$.95</b>	<b>\$1.00</b>	<b>\$1.00</b>
➤ Total Package	\$44.97	\$45.87	\$46.82	\$47.82	\$48.82
Journeyman	\$28.48				
General Foreman	+ \$2.00				
Foreman	+\$1.50				
Full Time Saw man	+.50				
Health & Welfare	\$7.25				
BACSave Annuity	\$1.25				
Ohio Bricklayers Pension	\$4.75				
I.U. Pension Fund	\$1.80				
International Pension Fund PPA	\$0.62				
Apprenticeship & Training	\$0.20				
International Masonry Institute	\$0.45				
Drug Testing and Education Fund	\$0.10				
Construction Advancement Program	\$0.07				

\*\*\*\* Refractory Rates as Established by the National Refractory Agreement

SECTION B  
FRINGE BENEFITS AND TRUST FUNDS

It is agreed that Trust Fund participation shall include, but not be limited to the following:

1. Ohio Bricklayers Pension Fund
2. Ohio Bricklayers Health & Welfare Fund
3. Bricklayers & Trowel Trades International Pension Fund
4. Bricklayers & Trowel Trades International Pension Fund Pension Protection Act\*
5. International Masonry Institute
6. Joint Apprenticeship Fund
7. Parkersburg-Marietta Contractors and Trades Education and Development Fund
8. BAC Save 401-K
9. BAC Save Annuity
10. Bricklayers Local No.55 Voluntary Employees' Beneficiary Association Plan

\* Starting 2013 In accordance with the mandates of the Pension Protection Act of 2006 (PPA) The Employers agree to contribute \$0.35 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.

SECTION C  
TRUST AGREEMENTS and PAYMENTS

The employers agree to be bound by the terms of all Trust Agreements addressed within this Agreement and governing the Funds to which employer contributions are made on behalf of members of the International Union of Bricklayers and Allied Craftworkers, as they now exist or as they may be amended from time to time, and the parties further agree to be subject to and bound by the Rules and Regulations established by the Trustees of the above referenced Funds as the said regulations may be established from time to time.

1. The Employer is to deposit monthly contributions in the designated bank which is acting under this Agreement as the Depository for the Fund. The Employer shall prepare the necessary copies of the Deposit forms as required by the Administrators of the funds.
2. Commencing with the first day of June 2016 and for the duration of the Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Benefit Funds for each employee covered by this Agreement, as follows:
  - i. For each hour or portion thereof, for which an employee works, the Employer shall make a contribution to the above named applicable Benefit Funds at the agreed upon rate.
  - ii. For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received

- by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- iii. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.
  - iv. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees.
3. The payments to the Benefit Funds required above shall be made to the Bricklayers and Trowel Trades Benefit Fund, which was established under an Agreement and Declaration of Trust, dated July 1, 1972.
  4. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.
  5. The Employer hereby irrevocably designates as its representatives on the Boards of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.
    - i. The administration and operation of the International Masonry Institute Promotional Trust are governed by five (5) Trustees appointed by the Masonry Contractors Association of America, and the said Trustees shall be advised and assisted by five (5) advisors appointed by the I.U.B.A.C. The administration and operation are to comply with all Federal and State Laws.
  6. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of Contributions to the Benefit Funds.
  7. If an Employer fails to make contributions to the Benefit Funds within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.
  8. The Benefit Funds adopted by the Trustees of said Benefit Funds shall at all times conform with the requirements of the Internal Revenue Code so as to

enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

9. It is further understood that in the event that for some proper and lawful reason it is determined to discontinue payment of any amounts which have been apportioned to said fringe benefits, then such discontinued contributions or payments shall be reinstated and added to and become part of the total hourly wage rate provided for in this Agreement; provided this reinstatement shall not apply to Substance Abuse Testing, Joint Apprenticeship Fund Contributions (except if successor or alternative Apprentice Program) and one-half of the contributions to Promotional Funds.
10. It is further agreed that the Union shall have the option of increasing the fringes and assessment deductions, as set forth in this agreement, from any future hourly wage increases set forth in this Agreement, provided the Union complies with its Local and International Constitution and by-laws and all federal laws regarding balloting by the members, provided thirty (30) days' notice is given to the Employer.

#### SECTION D

#### PARKERSBURG-MARIETTA CONTRACTORS AND TRADES EDUCATION AND DEVELOPMENT FUND

There has been established a Trust known as the Parkersburg-Marietta Contractors and Trades Education and Development Fund; a copy of which is available for inspection by interested parties.

1. Whereas, the Union and the Contractors have heretofore entered into collective bargaining agreements requiring payments by Employers for the purpose of the creation and maintenance of a trust for the operation of a program for Education and Development and Substance Abuse Testing, and it is the desire of the Union and the Contractors to create a trust for the administration of the desired testing program.
2. Each Contractor shall contribute and pay into the said Fund an amount as determined by the Trustees for each hour worked within or outside the geographical area by Building Trades Craftsmen on whose behalf the Union acts as a collective bargaining representative during the month for which payment is made.
  - i. This contribution should be sent to the United National Bank (as per reporting form). Liability for Contractors for same to the Fund shall be computed starting with the payroll effective June 1, 1993, and shall be made by the Contractors to the Fund on or before the date determined by the Trustees, after notice by the Trustees to the Contractors of such periodic payment dates. The amount to be contributed shall be subject to change as the result of any changes in the cost of administration of the program.

## SECTION E

### DEDUCTIONS and DUES CHECK-OFF

1. The Employer shall deduct from the wages of each employee who has signed a dues check-off authorization conforming to federal law, and transmit monthly to the Union (or to any agency designated by said Union for the collection of said money)
2. The sum for each hour paid which the Union has specified, or specifies from time to time and so advises the Employer in writing, as the portion of each employee's Union dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to check-off.
3. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each employee has been paid.

## SECTION F

### OPTIONAL EMPLOYEE CONTRIBUTION [401(K)] AND BACSAVE ANNUITY

1. The employer hereby agrees to participate in BAC SAVE - The Bricklayers and Trowel Trades International Retirement Savings Plan (the Plan) on behalf of all employees represented for purposes of collective bargaining under this Agreement and other employees as permitted under the Plan.
2. The Employer will make or cause to be made pre-tax payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election, subject to compliance with ERISA and the relevant tax code provisions.
3. The Employer will forward the withheld sum to The Bricklayers and Trowel Trades International Retirement Savings Plan or its successors and in such form and manner as required pursuant to the Plan and Declaration of Trust and requirements of law.
4. Each employee shall have the opportunity to change the amount of wages so deferred at intervals specified in the Plan and Declaration of Trust.

## SECTION G

### CONSTRUCTION ADVANCEMENT PROGRAM

1. There has been established a Trust known as the "Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc." referred to herein as the "FUND".



2. The Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust Instrument, and the activities of the Fund shall be financed as set forth As follows:
  - i. The Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall pay the Fund the sum of seven cents (\$.07) per hour for each hour worked per employee covered by this Agreement, said contributions to be paid to the Trustees appointed by the Parkersburg-Marietta Contractors Association, Inc.
  - ii. Pursuant to the provisions of the Declaration of the Trust dated the 16th day of February, 1982, a copy of which is available for inspection by interested parties, and which Declaration of Trust is incorporated by reference and made part of this Agreement.
3. The Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc. is created out of a recognition by employers of construction labor of the responsibility of collectively sharing in defraying the cost of conducting, administering, and servicing every phase of Labor-Management relations.
4. Specifically, the monies collected by the Fund shall be used as follows:
  - i. Employer expenses incurred in the promotion of stability of relations between labor and management.
  - ii. Employer expenses incurred in maintaining facilities for adjustment of grievances.
  - iii. 3. Employer expenses incurred in maintaining facilities for the conducting of safety education and accident prevention programs.
  - iv. 4. Employer expenses incurred in promoting other employer activities such as legitimate markets, standardization of contracts and research.
  - v. 5. Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtains the highest standards of such construction service.
5. The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize contractors during a period of any work stoppage or strike.
6. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing Fund. It is further understood and agreed that the employer will serve and hold the Union harmless from any litigation connected or any way affected with the foregoing Fund.

#### SECTION H. HOLIDAYS

1. The following holidays will be observed:
  - i. New Year's Day
  - ii. Memorial Day
  - iii. Fourth of July

- iv. Labor Day
- v. Veterans Day (Nov. 11)
- vi. Thanksgiving Day
- vii. Day After Thanksgiving
- viii. Christmas Day

2. If a holiday falls on a Sunday, the following Monday shall be observed.

3. All holidays, if worked shall be at double time rate.

## SECTION I

### WORK HOURS PER DAY

1. Eight (8) hours shall constitute a day's work. The working hours shall be between 7:00 a.m. and 5:00 p.m. However, changes in work hours not to exceed a regularly scheduled eight hour day may be made by mutual agreement between the Employer and the Union.
2. Overtime rates for the first two hours worked before, after, or accumulative of the established work day shall be one and one-half (1-1/2) times the regular rate.
3. Saturday work shall be paid for at one and one-half (1-1/2) times the regular rate up to eight (8) hours.
4. Work over ten (10) hours shall be double time also.

### FOUR DAY - 10 HOUR PER DAY WORKWEEK

1. The Employer may schedule a four (4) day workweek at ten (10) hours per day.
2. The standard workday shall be an established consecutive ten (10) hour period between the hours of 6:00 a.m. and 6:30 p.m. exclusive of a thirty (30) minute lunch period scheduled by the Employer near the midpoint of the workday.
3. Forty hours per week shall constitute a week's work Monday through Thursdays inclusive.
  - a. If, due to inclement weather, it is not possible to work Monday through Thursday, Friday may be used as a makeup day at straight time rate of pay.
  - b. A ten (10) hour workday must be scheduled for Friday when used as a makeup day and all employees will be eligible to work.
  - c. Time worked in excess of forty (40) straight time hours in the workweek shall be paid at the overtime rate of time and one-half.
4. All time before and after the established workday of ten (10) hours, Monday through Thursday, and all time on Friday (except when used as a makeup day) and Saturday shall be paid at the rate of time and one-half.
5. All time on Sundays and holidays shall be paid for at the rate of double time.
6. An employee who received less than forty (40) hours of work (from the date of hire to date of termination), through no fault of his own, shall receive overtime pay for all hours worked in excess of eight (8) hours per day (short term work).
7. Holidays occurring on any day of four (4)-ten (10) week shall be considered as a day worked.

8. Reporting pay 1-2-4 & 8 hours for five (5) eight (8) hour days work week and 1-2-5 & 10 for a four (4) ten (10) hour days work week.

## SECTION J

### Coffee Breaks

1. Employees will be afforded two ten (10) minute breaks at their work stations.
2. It is understood that breaks will not create a general work stoppage. If work station environment is not suitable, special arrangements shall be made by mutual agreement.

## SECTION K

### Cold Weather

1. If the Employer chooses to split a crew(s) due to weather, the Foreman and Steward shall make up a list of names of all bricklayers working on the job in alphabetical order.
2. Split crew workforce shall consist of the Foreman, the Steward, and as many
3. from the alphabetical list as the Employer deems necessary
4. Starting at the top of the list for the first crew, then the next time starting at the first name that did not work on the first crew.
5. Anyone not on the split crew will be sent home with credit for their show-up time.
6. Any bricklayers hired after the original list was made shall be added to the bottom of the list the day he was hired.

## SECTION L

### Bonding

1. The Union agrees that it will not permit employees within the bargaining unit to work for an out-of-town employer or a non-member of the Association who has not filed with the Union a proposed Health and Welfare and Apprentice Fund Bond in the minimum amount of \$5,000.00
  - a. This Bond s shall be written by a reliable corporate surety and shall be deposited with the Union.
  - b. This Bond may be reclaimed within one hundred twenty (120) days after ceasing operation in the jurisdiction of Local Union No. 52, if payments to all funds have been properly made.

## SECTION M

### PREMIUM AND REPORTING PAY

1. Wages, terms and conditions for all REFRACTORY WORK shall be those established by the BAC "National Refractory Agreement".
2. Any member running masonry saw full time, shall be paid an additional fifty (50¢) cents per hour.
3. Show – Up
  - a. If an employee reports for work and is not placed to work, he shall receive one hours pay.
  - b. If employee is asked to stay on job site, he shall receive two hours pay.

- c. If employee starts work he shall receive four hours pay.
  - d. If employee starts work after lunch, he shall receive eight hours pay.  
\*The eight hour provision does not include shut downs due to inclement weather.
4. Upon the discharge or laying off of any employees by the Employer, he shall be paid in full forthwith one-half (1/2) hour before the normal quitting time to clean up their tools.
- a. If not, he shall be paid waiting time at the prevailing rate of wages provided he remains on the job during working hours and reports on the job every morning, his time shall go on until paid.
  - b. When leaving on his own accord, he must wait until payday.
  - c. The Employees shall be given ten (10) minutes to clean and put away their tools at the end of each day.

## ARTICLE VI - INDUSTRY SPECIFIC WORKING CONDITIONS

### SECTION A

#### DRY CUTTING / SILICA HAZARD PROTECTION

1. Every contractor who uses a power saw in his/her operations shall furnish at all times, O.S.H.A. approved safety equipment including, but not limited to the following:
  - i. Eye Protection
  - ii. Hearing Protection
  - iii. Appropriate Applicable Respirator
  - iv. Water Assisted Devices
  - v. Rubber Aprons and Gloves.
2. When using a dry saw, blowers must be used.
3. The use of water assisted table saws will be used for primary cutting of masonry materials, whenever applicable.
4. If cold weather exists and the use of a heating unit cannot be incorporated and water cannot be used, then a fan-equipped saw, with a large capacity for removing dust must be incorporated.
5. Dry Cutting of masonry material will only be acceptable when:
  - i. Saw person is isolated from the others and the sawing will have no ill effect on them.
  - ii. This includes the use of electric grinders, which are commonly found on stone jobs and PCC work.
6. No dry sawing on any scaffolding, except:
  - i. Cutout/demolition Work
  - ii. Proper OSHA approved safety equipment and work practices are followed.
  - iii. Co-workers are either removed from area or provided with proper OSHA approved safety equipment.
7. Wet cut table saws are acceptable on the scaffold when:
  - i. Proper OSHA approved PPE's are issued and used.

- ii. Proper OSHA acceptable work practices are followed.
8. Handheld Gas Operated Saws are not intended to replace a wet table saw for standard masonry production cuts. They shall only be acceptable for use when:
  - i. There is no other safe alternative.
  - ii. Proper OSHA approved PPE's are issued and used.
  - iii. Proper OSHA acceptable work practices are followed.
  - iv. Wet saw conversion equipment is installed and used.

\*\*\*WARNING: EXPOSURE TO CRYSTALLINE SILICA DUST CAN CAUSE  
SERIOUS OR FATAL RESPIRATORY DISEASE\*\*\*

## SECTION B SCAFFOLD

1. No wall shall be built to a greater height than five (5) feet, unless in the case of a brick wall being below the top of the scaffold boards, thus handicapping the masons in resuming work upon the scaffold; then in such case, five (5) additional inches, or two courses of brick shall be laid.
2. No scaffold shall be raised to such height whereby a mason would have to reach down below the scaffold more than one (1) foot to bring up the wall. Such type work shall be allowed only in case of necessity, and shall not become a practice.

## SECTION C HOT WORK

1. All Bricklayers shall be furnished with appropriate clothing on hot jobs.
2. On all hot repair work teams of two or more bricklayers must be used.
3. Carbloy tips to be sharpened to manufacturer's specification.
4. Where bricklayers are working in intense heat (hot repair or otherwise) they must be given ½ hour cooling off time before leaving work
5. The rate of pay on refractories or furnace insulation shall be double time the regular hourly rate, payable only while there is fire in the heat enclosure (i.e., furnaces, smelters, kilns, or incinerators) or when the temperature in the heat enclosure is above 499 degrees Fahrenheit. No other overtime rates shall be applied to the premium pay established for "hot work"
6. This provision shall not apply to manufacturers who maintain BAC members "Full Time" in maintenance positions EXCEPT when additional "Temporary" employees are hired for the purposes of "Hot Repair" or during the "Heat-Up" of new furnaces; then ALL BAC members shall receive the premium pay.
7. It is understood this section is meant to compensate individuals for working in extreme conditions. When precautions have been taken and the employees are protected from the intense heat of the enclosure so

that the conditions in the immediate area of work are not significantly different than they would be if there was no heat in the enclosure the premium pay shall not be applicable.

8. The employer shall furnish gloves to journeymen and apprentices when laying checkers.
9. The application of all insulation necessary on refractory work is the work of the bricklayers union.
10. The employer shall furnish rubber or rubberized gloves when bricks are dipped.
11. The puddling of all refractories and the pointing on coolers (blast furnaces) is the work of the bricklayer.

## SECTION D

### MISC.

1. Twelve inch concrete block or any masonry unit weighing forty-five (45) pounds or more shall not be handled by one mason alone.
2. Employees shall be appropriated 10 minutes at the end of each day to clean and put away their tools
3. Where there is a job employing eight (8) or more journeymen, there should be at least one (1) journeyman of age 55 or older, if available and able to perform required duties.
4. Contractors shall furnish a suitable room or waterproof shed with ample seating capacity for the purpose of eating lunch, keeping tools and clothes;
  - i. Shall be kept clean at all times and adequately heated in cold weather.
  - ii. The Steward shall be furnished with a key.
  - iii. When appropriate a lockable "Gang Box" can be used for storage of tools.
5. In the case of fire or theft of the tools or clothing of the Bricklayers placed within said shanty or shed for safety, the Employers shall be responsible for such loss which shall not exceed four hundred fifty dollars (\$450.00) for tools and two hundred dollars (\$200.00) for clothing provided the Foreman was provided with an itemized list of said tools and clothing prior to the loss. Contractor has the right to replace same. Must be paid within fourteen (14) days.
6. The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.
7. Workmen shall be at their place of work at the starting time and shall remain at their place of work until the quitting time.

8. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulation, on the number of men assigned to any crew or to any service.
9. Practices not a part of terms and conditions or collective bargaining agreements will not be recognized.
10. Slowdowns, standby crews and featherbedding practices will not be tolerated.
11. The steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards.
12. There shall be no illegal strikes, work stoppages or lockouts.
13. When the local union does not furnish qualified workmen within 48 hours (Saturdays, Sundays and holidays excluded), the Contractors shall be free to obtain workmen from any source.
14. It is agreed that overtime is undesirable and not in the best interests of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

#### SECTION E LOCAL HIRES

1. All contractors working in either the jurisdiction of Local 44 OH or 52 OH shall employ no less than Fifty percent (50%) +1 members of the respective local on the job, providing they are available and competent in the particular type of work for the job. Foremen and Apprentices are considered part of the ratio.
2. When the local union does not furnish qualified workmen within 48 hours (Saturdays, Sundays and holidays excluded), the Contractors shall be free to obtain workmen from any source.

### ARTICLE VII - STEWARDS AND THEIR DUTIES

#### SECTION A STEWARDS REFERRAL/PLACEMENT

1. The Union shall have the right to refer, place, appoint, or replace stewards on all jobs at the discretion of its field representatives.
2. The Union shall notify the Employer of the appointment of each Steward.

## SECTION B

### DISCHARGE/LAY-OFF of STEWARD

1. It is recognized by the employer that the person appointed as Steward shall remain on the job as long as there is work in his/her classification.
2. The Steward shall not be discharged or laid off or discharged for performing his/her duties as Steward.
3. The Employer agrees to notify the Union 24 hours prior to laying off or discharge of a Steward for any reason.

## SECTION C

### STEWARD RULES

1. It is recognized by the Employer that the person appointed as Steward shall remain on the job as long as there is work in his/her classification.
2. In no event shall an Employer discriminate against a Steward or lay him/her off or discharge him/her on account of any action by him/her in the proper performance of his/her Union duties.
3. The Steward shall have the right to act on any grievance without discrimination.
4. For all purposes of this Agreement, it is understood that the duties of the Steward are limited to. Policing the provisions of this Agreement, so it is followed by the Employer and their Employees equally. Including jobsite safety.
5. Stewards shall perform all of his/her Union duties in a timely manner during regular working hours.
6. Only the Jobsite supervisor shall call time or make decisions concerning work stoppages due to weather or material availability.
7. The only time the Steward can stop work is when it concerns a serious safety issues.
8. At no time will a Foreman serve as Steward if other Employees are available.
9. Should any BAC member become sick or meet with an accident on the job where he/she is employed, it shall be the duty of the Steward to:
  - i. See that the member is properly cared for, and see that medical attention is provided.
  - ii. To gather names of witnesses, etc.



- iii. In the absence of the Steward, the Deputy Steward or some other Employee shall immediately take charge.
  - iv. Time spent concerning medical of a BAC member on the jobsite by the Steward or his designee shall be done on the Employers time.
10. When work on a job is temporarily suspended before completion, the Steward shall be called back first when work is resumed. If Steward is not the first Employee called back, he or she shall be reimbursed for every hour worked by the first employee back, excluding the Foreman.
11. The Steward shall have the authority to see paychecks.
12. Pursuant to the NLRB, the Steward shall have the authority to see all employee records and time sheets as part of his duties.
13. There shall be no solicitations on the job site, for any cause.
14. The Steward shall verify that the Employer has furnished ice water between April 1st and November 30th and at other times when deemed necessary by mutual agreement between the Employer and the Union.
15. The Steward shall verify that a suitable facility has been provided to enable the employees to change clothes and store their tools on each job of sufficient size and length to justify the same.
16. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulation, on the number of men assigned to any crew or to any service.
17. Practices not a part of terms and conditions or collective bargaining agreements will not be recognized.
18. Slowdowns, standby crews and featherbedding practices will not be tolerated.
19. A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards.
20. There shall be no illegal strikes, work stoppages or lockouts.

## ARTICLE VIII - ARBITRATION AND GRIEVANCES

### SECTION A

#### DIFFERENCE of INTREPRETATION

Should difference arise between the Employer and an employee covered by this agreement, as to the meaning and application of the provisions of this Agreement or should any trouble of any kind arises there shall be no suspension of the work on account of such differences, caused by either the Employers or the Union and the conditions in effect at the time the difference or dispute shall be settled in the following manner:

1. Should a dispute or grievance arise on a job, immediate steps shall be taken by the employee and/or his steward and the job superintendent or his representative to satisfactorily settle such dispute on the job site.
2. If the dispute cannot be settled on the job site within forty-eight (48) hours, then the matter will be referred to the Union and to the Executive Officers of the Association or Company, these two (2) parties will attempt to settle the matter within forty-eight (48) hours after the grievance is referred to them.
3. In the event the Union representatives and the Executive Officer of the Association or Company cannot arrive at a satisfactory solution of the problems within the time limit specified, the dispute shall be referred to the Joint Committee, the Joint Committee to be composed of:
  - i. Two (2) representatives of the Parkersburg/Marietta Contractors Association
  - ii. two (2) representatives of the Union.
  - iii. The Joint Committee shall meet within forty-eight (48) hours upon written complaint by the aggrieved party such complaint to state the details of the dispute.
  - iv. This time will be extended not to exceed the (10) days at the request of either party.
4. If the dispute cannot be settled by this Joint Committee and it involves a question as the meaning and application of this Agreement, the matter may then be submitted to arbitration upon written request of the party filing the complaint. Such notice shall be served upon the other party within five (5) working days after the meeting of the Joint Committee referred to in Paragraph (c). The party asking for arbitration shall apply to the Federal Mediation and Conciliation Service for the appointment of an Arbitrator. Such Arbitrator shall not have the power to add to, disregard, or to modify any of the terms and conditions of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The expense of arbitration shall be shared equally by both parties.
5. Grievances or disputes must be processed within the time limits set out in these sections or such grievances or disputes will be considered to have been satisfactorily settled and cannot be again filed. Violation concerning

wages and health and welfare payments shall not be subject to arbitration. It is agreed that there shall be no suspension of work either by strike or lockout until the foregoing grievance procedure has been exhausted.

### ARTICLE IX - NON-DISCRIMINATION

It is mutually agreed that the Contractors and the Union shall abide by all of the laws of the United States and the respective States and lawful orders thereof in non-discrimination and fair employment practices. The Contractors nor the Unions shall discriminate against, nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or apprenticeship training because of race, color, religion, sex, age, national origin or ancestry.

### ARTICLE X - PRE-JOB CONFERENCE

It is mutually agreed that the Contractor working in this jurisdiction will have a pre-job conference with the Parkersburg-Marietta Building Trades on all projects totaling \$100,000.00 or more.

### ARTICLE XI - EXPIRATION DATE

This contract shall be binding on both parties from June 1, 2016 until May 31, 2021. Should either party desire to terminate or to amend the same at a later date, notice in writing shall be given sixty (60) days prior thereto, otherwise this Agreement shall automatically remain in force for an additional year and continue thereafter from year to year until said notice is given by either party prior to April 1st of any year.

It is further agreed that when said notice is given to any year, that both parties will hold a conference within thirty (30) days, for the purpose of explaining in detail the changes desired in the terms of the Agreement.

IN WITNESS WHEREOF, The parties hereto have set their hand.

THE PARKERSBURG-MARIETTA  
CONTRACTORS ASSOCIATION, INC.

BRICKLAYERS LOCAL NO. 44 and 52 OH

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Clinton Suggs,  
Exec. Director, PMCA  
Phone: (304) 485-6485

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Ken Kudela, Director  
Ohio Administrative District Council  
Phone (330) 463-5419

BRICKLAYERS AND ALLIED CRAFTWORKERS UNION LOCALS 44 & 52 OHIO AND THE  
PAREKRSBURG-MARIETTA CONTRACTORS ASSOCIATION –  
CONTRACTORS SIGNATURE PAGE

Collective Bargaining Agreement, in effect from, June 1, 2016 to May 31 2021

The undersigned Employer doing business as

---

And having principal offices at

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Has read and is fully familiar with all the terms of this Agreement negotiated by and between the Parkersburg/Marietta Contractors Assn. (hereinafter called the Employer or the Association) & the Bricklayers & Allied Craftworkers Union Locals 44 and 52 Ohio of the Ohio Kentucky Administrative District Council and the International Union of Bricklayers & Allied Craftworkers dated **June 1, 2016**, agrees to adhere to and be bound by all the terms thereto. The Employer agrees to accept the terms of Trust Agreements, as amended, establishing the Health & Welfare, Pension, Construction Advancement Program, Apprenticeship and Training Funds, Local and/or International Annuity/401k Funds, and the Parkersburg/Marietta Contractors and Trades Education and Drug Fund.

The undersigned Employer agrees to jurisdictional claims by the Bricklayers & Allied Craftworkers Union Locals 44 and/or Union Local 52 Ohio and the Ohio Kentucky Administrative District Council of the International Union of Bricklayers and Allied Craftworkers as defined in this collective bargaining agreement, and agrees to be bound by the terms and conditions set forth therein. In addition to the aforementioned terms and conditions defined throughout this agreement, the undersigned Employer agrees to all wages, fringe benefits, and contribution amounts as they apply in the applicable appendixes.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Authorized Representative Local 44/52 OH

\_\_\_\_\_  
Sign Name and Title

\_\_\_\_\_  
Contractors Federal I.D. Number

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Ohio Workers Compensation Number

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

\_\_\_\_\_  
Business Office Phone Number

## BAC CODE OF CONDUCT

### A Commitment to Quality, Dependability, and Value

The International Union of Bricklayers and Allied Craftworkers 2005 Convention passed a resolution endorsing the following BAC Code of Conduct:

As a member of the International Union of Bricklayers and Allied Craftworkers, I will uphold the code of conduct embedded in our Union's name – IUBAC:

*I will come to work on time prepared to give my employer a fair day's work for a fair wage, and to work to the highest standards.*

*Be **U**nion through and through – loyal to, and respectful of, my brothers and sisters in the trade and the labor movement.*

*Work **B**etter because I have received the finest, most comprehensive masonry-trowel trades training in North America.*

*Willingly **A**ccept responsibility for the quality of my work and behavior on the job.*

*And always be **C**ommitted to growing the unionized masonry-trowel trades industry for current and future generations.*

**The BAC Code** of Conduct recognizes that our Union is composed of individuals who represent the best in the masonry-trowel trades industry, as well as in the labor movement. This Code represents a commitment by our Union, members, and signatory contractors to produce work of the highest quality, to be the most productive, to advance our Union's causes, and to promote the unionized masonry-trowel trades industry.

**For BAC members**, the Code is a commitment to look out for their fellow members, and to work to the highest standard. It is an acknowledgement that as professional Craftworkers they take pride in their work, and that doing less than their best work could jeopardize the work or safety of others on the job.

**The BAC signatory contractors**, the Code recognizes their responsibility to provide a work environment for Craftworkers conducive to producing the highest quality work, productively, by delivering the proper materials and tools on schedule, and by ensuring a safe work environment. Equally as important is their recognition that these Craftworkers – BAC members – deserve to be treated with the respect their skills merit.

**For BAC officers and leaders**, the Code represents an obligation to make sure promises on both sides are kept. This is done by providing members with the best training, by committing to supplying signatory contractors with a quality workforce made up of individuals who understand the important role they play in making sure that projects are completed on time and within budget, by ensuring that members are treated with respect, provided safe working conditions, and paid wages and benefits commensurate with their productivity and the quality work they perform, and by setting the example in adhering to the Code of Conduct.

This Code is a recommitment on the part of our members, signatory contractors, and officers to producing quality work, to creating a dependable workforce, and to adding value to all projects in which they are involved. This commitment has distinguished the unionized masonry-trowel trades industry from the rest for more than 140 years and will continue to do so in the future. Each of the Code statements embodies specific actions toward that end.