

AGREEMENT

INTERNATIONAL UNION OF

BRICKLAYERS & ALLIED CRAFTWORKERS

LOCAL UNION NO. 6

OF

PARKERSBURG, WV

AND

PARKERSBURG-MARIETTA

CONTRACTORS ASSOCIATION, INC.

EFFECTIVE DATE: JUNE 1, 2016

EXPIRATION DATE: MAY 31, 2021

TABLE OF CONTENTS

ARTICLE I.....	3
SCOPE OF WORK	3
ARTICLE II	3
UNION RECOGNITION AND SECURITY	3
ARTICLE III	4
MANAGEMENT RECOGNITION AND RIGHTS	4
ARTICLE IV	4
PREVAILING WAGE RATES.....	4
ARTICLE V	10
WORKING CONDITIONS	10
ARTICLE VI.....	15
NATIONAL WORK RULES.....	15
ARTICLE VII.....	16
STEWARDS	16
ARTICLE VIII	17
SETTLEMENT OF DISPUTES.....	17
ARTICLE IX.....	18
NON-DISCRIMINATION.....	18
ARTICLE X	18
EXPIRATION DATE	18

PREAMBLE

This agreement entered into between Bricklayers Union No. 6, WV and the Parkersburg-Marietta Contractors Association, Inc.

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

ARTICLE I SCOPE OF WORK

SECTION 1. The provisions of this agreement shall govern the employment of and the conditions under which Bricklayers and the various branches of the masonry trade shall work and the rates of pay they shall receive in the construction industry in the following bounded territory: Wood, Pleasants, Ritchie, Wirt, Roane, Calhoun and Jackson Counties of West Virginia.

SECTION 2. This Agreement shall cover all Bricklayers: Stone Masons; Marble, Mosaic, and Terrazzo Workers; Tile Layers, and Pointer-Cleaner-Caulkers work falling within the jurisdiction of this Union, as defined in Branches of the Trade, Code 1 of the Constitution, Rules or Order and Codes of the International Union of Bricklayers and Allied Craftsmen which is incorporated herein by reference.

ARTICLE II UNION RECOGNITION AND SECURITY

The employer recognizes the Union, as the sole and exclusive bargaining representative of all journeyman and apprentice bricklayers, and other allied branches of the trade employed with respect to wages, hours and other terms and conditions of the employment of any and all work described herein.

It is agreed that Local Union #6 at all times during the progress of any job, shall furnish at least seventy-five percent (75%) of the bricklayers (if available) employed by the contractor, plus the odd man, if any, who shall have been residents of the area covered by this Agreement for a period of at least six (6) months preceding employment.

All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the seventh (7th) day of employment.

**ARTICLE III
MANAGEMENT RECOGNITION AND RIGHTS**

SECTION 1. The operation of the Masonry and the direction of the working forces shall be directed through the Bricklayers Foreman: 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 jointly in the Company and the Bricklayers Foreman, providing that this duty will not be used by either the Company or the Bricklayer Foreman for purposes of discrimination against any employee.

SECTION 2. Sub-Contract - The Employer agrees that the wages, hours and working conditions provided for by this Agreement shall encompass the entire work covered by this Agreement thereby applying to any subcontract let by the Employer or work generally covered by this Agreement. The Employer further agrees that he will not subcontract, assign, or transfer any portion of the general contract, as covered by this Agreement, to any subcontractor who is not willing to abide by the provisions of this Agreement. The failure of any subcontractor to abide by the wages, hours and working conditions on work sublet, assigned or transferred by the Employer shall constitute a breach as in this section and therefore implement the use of the applicable Arbitration and Dispute Article of this Agreement.

**ARTICLE IV
WAGE RATES**

SECTION 1. The Bricklayers shall be paid at the following rates:

	<u>6-1-16</u>	<u>6-1-17</u>	<u>6-1-18</u>	<u>6-1-19</u>	<u>6-1-20</u>
Journeyman	\$29.50	29.55	29.65	29.77	29.77
Tile Layers	\$29.00	29.00	29.15	29.27	29.27
Foreman	+ 1.00	+ 1.00	+ 1.00	+ 1.00	+ 1.00
Health & Welfare	8.65	9.00	9.10	9.35	9.50
I.U. Pension	2.10	2.20	2.30	2.40	2.50
Local Pension	1.00	1.00	1.00	1.00	1.00
I.U. Annuity	4.30	4.30	4.50	4.50	4.70
App. Fund	.48	.49	.49	.50	.51
IMI	.48	.49	.49	.50	.51
Industry Fund (CAP)	.10	.10	.10	.10	.10
Educ & Dev Fund	.10	.10	.10	.10	.10
PPA	.71	.89	1.09	1.30	1.53
DEDUCTIONS					
Building Trades Dues	- .10	- .10	- .10	- .10	- .10
Dues Check-off:					
for journeymen	- 1.52	- 1.54	- 1.57	- 1.59	- 1.61
for apprentices	- .80	- .80	- .80	- .80	- .80
BAC-PAC	- .02	- .02	- .02	- .02	- .02
IU PAC	- .02	- .02	- .02	- .02	- .02
BAC Organizing	- .25	- .25	- .25	- .25	- .25

FOREMAN: \$1.00 per hour above journeyman: When first man on the job requires Foreman abilities, such as layout work, he shall receive Foreman wages. On all other jobs, when two (2) or more journeymen are on job, there shall be a Foreman rate.

SECTION 2 Wage rate for apprentices:

First 1000 hours	-----	50% of Bricklayers rate
Second 1000 hours	-----	60% of Bricklayers rate
Third 1000 hours	-----	70% of Bricklayers rate
Fourth 1000 hours	-----	80% of Bricklayers rate
Next 2000 hours	-----	90% of Bricklayers rate

The responsibility of selecting and employing an adequate number of apprentices to insure a continued supply of skilled craftsmen shall be vested in a Joint Apprenticeship Committee comprised of both labor and management.

The Joint Apprenticeship Committee shall determine the ability and qualifications of each Employer to employ apprentices. The selection, placing and training of apprentices shall be vested in the Joint Apprenticeship Committee based on continued surveys to determine the work opportunities and the availability of skilled craftsmen.

The ratio of apprentices to journeymen will be governed by the Standards of Apprenticeship developed by the BAC District Council of WV JATC as approved by the United States Department of Labor, Bureau of Apprenticeship Training, which shall be incorporated herein by reference.

SECTION 3. Bricklayers Health & Welfare Fund

Effective June 1, 2008, the Employer shall pay for each hour paid the specified amount set forth by the Ohio Bricklayers Health & Welfare Fund members of the Union to the Trustees of the Ohio Bricklayers Health and Welfare Fund, as established under an Agreement and Declaration of Trust dated May 1, 1965; the provisions of which Agreement and Declaration of Trust are herein specifically incorporated by reference.

It is agreed any diversion of scheduled wage increases to a fringe benefit program may be made, provided the Union gives written notice to the Local Contractors Association at least thirty (30) days prior to the date the wage increase is to be effected. In addition, it is agreed that in the event any programs, with the exception of the Parkersburg-Marietta Contractors and Trades Educational and Development Fund, are terminated, these monies shall revert back to the employees paid wages.

SECTION 4. Pensions and Annuity

1. In addition to the wages and other payments herein provided for, the Employer agrees to pay the specified contributions to the following designated funds:

- (a) Bricklayers & Trowel Trades International Pension Fund: Contributions shall be made to the Bricklayers and Trowel Trades International Pension Fund (IPF), which was established under an Agreement and Declaration of Trust dated July 1, 1972, according to the amounts agreed to in Article IV of the Agreement.
2. 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.
3. 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. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees.
 - (a) Ohio Bricklayers Pension Fund: The contribution to the Ohio Bricklayers Pension Fund established under an Agreement and Declaration of Trust dated May 1, 1967, shall be a total of one dollar (\$1.00) for each hour or portion thereof, for which a covered employee receives pay.
 - (b) The Employer hereby irrevocably designates as its representatives on the Board 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.
 - (c) 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 Pension Fund.
 - (d) If an Employer fails to make contributions to the Pension Fund 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 liquidated damages 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.
 - (e) The Pension Plan adopted by the Trustees of said Pension Fund 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.

- (f) Bricklayers and Trowel Trades International Retirement Savings Plan: 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 the purpose of collective bargaining under this Agreement and other employees as permitted under the Plan.

Effective June 1, 2016, the Employer will contribute to the IU Annuity four dollars, thirty cents (\$4.30) per each hour or portion thereof, for which a covered employee receives pay, to BAC SAVE (the Plan) subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward the hourly contributions to the above-named plan or its successor at such time and in such form and manner as required pursuant to the Plan and Declaration of Trust and requirements of the law.

SECTION 5. Reports of Fringe benefits are to be submitted to the Local Union no later than the 15th day of the month following the month in which the work was performed.

Each report is to be for a definite monthly calendar period. In the event an Employer fails to pay all sums due to the Union Funds when they are due and payable and have not been received by the 20th day of the month following the month in which the work was performed, the Employer shall be considered delinquent and in violation of this agreement. As a penalty for such delinquency, the Employer shall be assessed and required to pay to the Union, in addition to the sum currently due and payable, 3% of said sum.

The Employees covered by this agreement shall not perform any work for the delinquent Employer but will receive regular pay each day they report to work as waiting time, until payment is received. All costs of collecting delinquent accounts will be borne by the Contractor who is delinquent.

For the purpose of this agreement, each hour paid for, including hours attributable to show-up time, and all 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 and check-off funds deducted and payable to each fund designated in the Fringe and Check-Off section of this agreement.

Contributions shall be paid on behalf of and check-off deductions taken from all employees starting with the employee's first day of employment in a job classification covered by this agreement. This includes, but is not limited to, journeymen, apprentices, helpers, trainees and probationary employees.

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 time books, payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the funds designated .

The Employer's liability for payment under this agreement shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided for or set forth elsewhere in this agreement.

SECTION 6 THE PARKERSBURG-MARIETTA CONTRACTORS AND TRADES EDUCATIONAL 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.

Whereas, the Union and the Contractors have heretofore entered into collective bargaining agreements requiring payments by Employers for the purpose of financing 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.

Each Contractor shall contribute and pay into 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. This contribution should be sent to the United Bank (as per reporting form). Liability for Contractors for same to the Fund shall be computed starting with the payroll effective June 1, 1996, 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 subject to change as the result of any changes in the cost of administration of the program.

SECTION 7 APPRENTICESHIP FUND

Effective June 1, 2016, contributions to the Joint Apprenticeship Fund shall be forty-eight cents (48¢). Contributions should be submitted no later than the 15th of the succeeding month from which contributions of such hours are actually paid.

SECTION 8 DEDUCTIONS

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), 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. 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. In addition, the Employer shall deduct from the wages of each employee who is a Union member and who has signed a voluntary

Bricklayers and Allied Craftsmen Political Action Committee (BACPAC) check-off authorization form, and transmit monthly to the Treasurer of BACPAC in care of the Union (or any agency designated by the Union for the collection of said money), the amount specified on the BACPAC check-off authorization form. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each employee for whom BACPAC deductions have been made and the amount deducted for each employee.

Dues Check-off: The employer agrees to deduct from the pay of each employee covered by this Agreement, for each hour paid, who has signed and given to the employer a voluntary written authorization to do so, the amounts as shown in the wage rate table.

International Masonry Institute

Beginning on June 1, 2016, in addition to the wages and other payments herein provided for, the Employer agrees to pay the sum of \$.48 cents (48¢) per hour paid to the International Masonry Institute.

Effective June 1, 2013, the contribution to the International Masonry Institute shall be an amount equal to 1% of the total hourly wage and benefits rate (rounded to the nearest penny) for each hour, or portion thereof, for which a covered employee receives pay.

The International Masonry Institute was established under an Agreement and Declaration of Trust, March 14, 1981, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, July 22, 1970) and the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, November 6, 1974.)

Effective June 1, 2016, the Employer shall deduct ten cents (10¢) per hour for each hour paid by Bricklayers working in this jurisdiction for the Parkersburg-Marietta Building Trades and remit same per reporting form.

SECTION 9 CONSTRUCTION ADVANCEMENT PROGRAM

SECTION 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". 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 in Section 2 of the Section.

SECTION 2. Commencing June 1, 2008 and continuing thereafter, the Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall pay the sum of ten cents (\$.10) per hour for each hour worked and said funds shall be paid the Parkersburg-Marietta Contractors Association Construction Advancement Program (see reporting form for address).

SECTION 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 conduction, administering, and servicing every phase of Labor-Management relations.

Specifically, the monies collected by the Fund shall be used as follows:

A. Employer expenses incurred in the promotion of stability of relations between labor and management.

B. Employer expenses incurred in maintaining facilities for adjustment of grievances.

C. Employer expenses incurred in maintaining facilities for the conducting of safety education and accident prevention programs.

D. Employer expenses incurred in promoting other employer activities such as legitimate markets, standardization of contracts and research.

E. Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtain the highest standards of construction service.

SECTION 4. 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.

SECTION 5. 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 of any way affected with the foregoing Fund.

ARTICLE V WORKING CONDITIONS

SECTION 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 District Council.

FOUR DAY - 10 HOUR PER DAY WORKWEEK

1) With a four day notice and beginning on Monday, the Employer may schedule a four (4) day workweek at ten (10) hours per day. 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. Forty hours per week shall constitute a week's work Monday through Thursday, inclusive. 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. A ten (10) hour workday must be scheduled for Friday when used as a makeup day and all employees will be eligible to work. 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.

2) 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. All time on Sundays and holidays shall be paid for at the rate of double time.

3) 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).

4) Holidays occurring on any day of four (4)-ten (10) week shall be considered as a day worked.

5) 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 2. When due to inclement weather and all men cannot work then the employees shall decide who shall work and who shall not.

SECTION 3. Time and one-half will be paid for overtime (except for refractory work, which shall be double) including Saturdays. All hours worked during Sundays or Holidays shall be paid at the double time rate. The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (November 11), Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on a Sunday, the following Monday shall be observed. On no account will an employee be permitted to work on Labor Day, except in case of emergencies and with the approval of the District Council.

SECTION 4. Shift Work Clause

FIRST SHIFT	8 hours work at regular rate of pay.
SECOND SHIFT	8 hours work at regular rate of pay plus 15% differential.
THIRD SHIFT	8 hours work at regular rate of pay plus 15% differential.

CLARIFICATION AS FOLLOWS:

Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than three (3) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the 3-day minimum shift work period. (EXAMPLE: Wednesday, Thursday, Friday) or (Friday, Saturday, Sunday): The work week for straight time shift purposes shall be considered to start with the beginning of the day shift on Monday and end with

the completion of the second shift on Friday. The first or day shift shall work a regular eight (8) hour shift. If two shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked plus fifteen (15%) percent. Work in excess of eight (8) hours per shift shall be paid twice this amount. If three shifts are worked, the Day Shift shall start at 8 a.m. and end at 4 p.m. with the pay for eight (8) hours. The Afternoon Shift shall start at 4 p.m. till 12 p.m. with pay for eight (8) hours at regular rate plus 15%. The Night Shift shall start at 12 p.m. and work till 8 a.m. with pay for eight hours at the regular rate plus 15%. Any time worked in excess of the above mentioned shifts shall be paid regular rate plus 15% doubled (two times this amount).

Shift work may be done on a short term basis with the mutual agreement of the Employer and the Union.

When due to the occupancy or use of the premises by the Owner or Occupant, eight (8) hours of work cannot be scheduled within the regular work day (7:00 a.m. to 5:00 p.m.), other hours may be established by the Employer to constitute a regular day's work at the regular hourly rate, plus 15% differential.

SECTION 5. (a) All scaffold shall be in compliance with OSHA standards. All scaffold on structural steel and reinforced concrete buildings shall be provided with adequate overhead protection. All buildings three stories or more in height must have a double ladder. Contractor to furnish swing scaffold in cleaning and pointing masonry work.

(b) Whenever possible scaffold height shall be four (4) feet six (6) inches and at no time more than five (5) feet. Scaffold shall be at least five (5) feet wide.

(c) When Bricklayers or masons are laying brick or stone from swinging scaffold, it shall not be less than three (3) feet six (6) inches in width if stocked with material and at no time shall an employee lay brick or stone from so-called ladder jack scaffolds.

(d) All foot scaffolds shall be no higher than sixteen (16) inches in height and sixteen (16) inches wide. All mortar boards shall be elevated no less than sixteen (16) inches.

(e) No scaffold shall be built above the wall and all scaffolds shall be inspected by the Bricklayer Steward before being stocked. Bricklayers will not work on unsafe scaffolding. If work must be stopped because of unsafe scaffolding, the bricklayers will be paid the regular wage while waiting for the scaffolding to be made safe. (State & Federal Safety Codes. IUBAC Safety Code).

(f) Twelve (12) inch block shall not be handled by one member alone. Any other type block up to a forty (40) pound capacity shall be handled by one member alone.

(g) Employer is to pay for the sharpening of all tools used by Bricklayers in the construction of Fire Brick or Stone Work.

(h) If Bricklayers are to cover the wall, they are to have sufficient time to complete the covering and clearing the job site by quitting time.

(i) No mortar will be spread on the wall until the line is up and all trigs set.

SECTION 6. If an employee reports for work and is not placed to work due to weather conditions, he will remain one (1) hour at employer's expense to see if job will start, and at the end of such hour if employer states the job will not start, then he will receive one hour starting time. At no time after the employee is put to work shall he receive less than two (2) hours pay. If job does not start due to failure of employer to provide materials or supporting crafts, the employee shall receive two (2) hours pay.

SECTION 7. No Bricklayer is permitted to work in any place that is injurious to the health either from gas, dust, or heat, without a reasonable rest period to regain his working ability.

SECTION 8. Any mill or factory calling in Bricklayers who are not steady employees will be required to pay the prevailing rate of wages of this jurisdiction.

SECTION 9. All hot repair and hot insulation is to be paid at the following rate under this agreement: 75% above the prevailing scale, single and double time. It shall be mutually agreed upon by the Company, Bricklayer Foreman and the Field representative as to what shall be classified hot work.

SECTION 10. When an employee is sent from job to another during the day, his time shall continue the same as if he were working.

SECTION 11. All Contractors having men working on acid proof brick work shall pay fifty cents (\$.50) per hour above the regular scale. When employee working on acid proof brick works overtime, he shall be paid at the time and one-half rate.

Protective clothing, such as rubber gloves, rubber aprons and goggles shall be furnished by the Contractor when washing masonry work, with acid.

SECTION 12. When an employee is laid off for proper cause, he shall be notified one hour prior to lay off or discharge.

When an employee is laid off or discharged by the Employer, he/she shall be paid in full forthwith on the job, if not he/she shall be paid waiting time at the prevailing rate of wages provided he/she remains on the job during work hours and reports on the job every morning, his/her time to go until paid. If for any circumstance beyond the Employer's control, payoff in full cannot be made at the time of lay off, the Employer can contact the Union prior to the lay-off and by mutual agreement between the Union and Employer, pay-off in full can be made at the next day of business, in which case the laid-off employee is not paid waiting time.

SECTION 13. All mortar boards are to be at the height of approximately twenty (20) inches when desired by the Bricklayer.

SECTION 14. Employees will be afforded two (2) ten minute breaks at their work stations. It is understood that breaks will not create a general work stoppage. If work stations environment is not suitable, special arrangements shall be made by mutual agreement.

SECTION 15. Members shall be paid on the designated payday of each week, with pay day being no later than quitting time. In case of failure to pay before or at the stated pay time, the employee shall be paid waiting time at the regular rate. In case of no work on pay day, employee shall be paid at the regular starting time.

SECTION 16. Employers may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll not to exceed four (4) working days with pay day being no later than quitting time Friday.

SECTION 17. BONDING - The Union shall require those employers who have not maintained and established an office in the jurisdiction of BAC Local #6 WV, for two (2) years or more, or who are not members of the Parkersburg-Marietta Contractors Association, or who are delinquent or who become delinquent in payments to Fringe Benefit Fund provided by this agreement to procure, pay the premium for, and deliver to the District Council a Bond in the amount of Twenty Thousand Dollars (\$20,000.00) to guarantee payment of any wages or payment of any contributions to any approved fringe benefit plans which may be obligatory as a result of this agreement and all payments and penalties due as provided in this Agreement. Bond must be delivered to Union Office prior to starting the job. This provision shall be the exclusive requirement for bonding as to work covered by this agreement.

SECTION 18. When an Employer requests that the craftsmen must have completed the safety course offered by the Parkersburg-Marietta Contractors & Trades Education & Development Fund, or other approved safety course, area contractors may make a completion of that course a condition of employment.

SECTION 19. Prior to starting any work covered by this Agreement, the employer shall contact the District Council Field Representative, provided the job is going to last longer than three (3) days OR is going to employ three (3) or more employees. Prior notice shall be by telephone or fax and said notice shall be at least eighteen (18) hours before beginning the work.

SECTION 20.

- (a) When an employee runs a masonry saw of any type, at no time shall the saw man be required to perform continuous cutting without a 10-minute rest every four hours.
- (b) The Operator of a masonry saw shall be provided with all reasonable equipment necessary for his/her comfort and safety such as rubber gloves, rubber aprons, respirator, goggles and/or face shield, and ventilation. Heat will be furnished if and when needed.

- (c) A masonry saw of any type shall not be used on the scaffolding, unless all Employees are issued proper PPE. Otherwise, the masonry saw shall be set-up in a designated area away from all Employees who are not protected from the dust and noise. The location of the saw shall be determined by mutual agreement between the Project Superintendent and the BAC Steward.

ARTICLE VI NATIONAL WORK RULES

SECTION 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 on the local area. After giving such consideration, the employer may select such men from other areas. Foremen and general foremen shall take orders from superintendents designated by the Employer.

Out of town contractors are allowed to import one Bricklayer foreman. This foreman is not permitted to work with the tools of the trade unless a steward from BAC Local #6, WV is on the job. The steward must be hired when the masonry starts. If an additional foreman is required, he shall be a member of BAC Local No. 6.

SECTION 2. 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 foreman.

SECTION 3. Workmen shall be at their work area at the starting time and shall remain at their work area until the quitting time. No member, except the foreman, shall leave the tool house to start to work until work time. Members will stay on the job site except for lunch and break. Bricklayers are to be allowed sufficient time to clear job site by quitting time, with a minimum of ten (10) minutes. Bricklayer steward will call time starting, breaks, lunch and quitting.

SECTION 4. There shall be not limit on production by workmen nor restrictions of the full use of tools or equipment of the trade. There shall be not restrictions, other than may be required by safety regulations, on the number of men assigned to any crew other than specifically stated in this contract.

SECTION 5. Practices not a part of terms and conditions of collective bargaining agreement will not be recognized.

SECTION 6. Slowdowns, standby crews and featherbedding practices will not be tolerated.

SECTION 7. 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.

SECTION 8. There shall be no illegal strikes, work stoppages or lockouts.

SECTION 9. When a local union does not furnish qualified workmen within 72 hours, (Saturday, Sundays and Holidays excluded), the Contractor shall be free to obtain workmen from any source.

SECTION 10. 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 11. If the Contractor so elects, he may work shift work at a rate negotiated in the applicable agreements. If the agreements do not contain rates pertaining to shift work, the parties should establish such shift rates by negotiations for a specific project. The Employer shall determine the number of men to be assigned to each of the shifts so established.

ARTICLE VII STEWARDS

SECTION 1. On all jobs in the jurisdiction, a member of this Union shall act as Steward. The Steward will be placed on the job by the field representative. Stewards duties shall be confined to the Contractors job with whom the Steward is employed. This Union reserves the right to place or replace a Steward on any job for any cause deemed necessary for the welfare of the Union.

SECTION 2. The steward shall see that a suitable shed is constructed for any job employing six (6) or more men. For less than six (6) men, a suitable tool box shall be provided so as to have protection from inclement weather, also a lock on the door for protection of tools. Employer shall be responsible for the safe keeping of all tools put in shed or box. Heat shall be provided by October 1, by Employer. Suitable tool shed shall be for employees only.

SECTION 3. It shall also be the Steward's duty to see that the Employer shall furnish iced drinking water between April 1st and November 30th, and at other times deemed necessary by mutual agreement between the Employer and the Union. A suitable facility shall be provided to enable the employees to change clothes and store their tools on each job of sufficient size and length to justify the same. Suitable drinking water will be provided 12 months a year.

SECTION 4. The Steward shall be the last mechanic on the job to be laid off, providing his work as a mechanic is satisfactory. The Steward shall be compensated for any lost time incurred in the discharge of his duties. All stewards duties shall be performed on company time during working hours.

SECTION 5. No employee shall work for an Employer who does not contribute to Workmen's Compensation and Social Security, or suitable insurance.

ARTICLE VIII SETTLEMENT OF DISPUTES

SECTION 1. 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 arise, there shall be not suspension of the work on account of such differences, caused by either the Employer or the Union, and the conditions in effect at the time the difference or dispute shall be settled in the following manner:

(a) 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 representatives to satisfactorily settle such dispute on the job site.

(b) 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 representatives of the Company, these two (2) parties will attempt to settle the matter within forty-eight (48) hours after the grievance is referred to them.

(c) If no agreement can be reached under (a) or (b), 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 exhausting (a) and (b). 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, modify, or disregard any of the terms and conditions of this agreement. The decision of the arbitrator shall be final and binding upon the parties.

SECTION 2. 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.

SECTION 3. The no-strike provision shall be based on the agreement of both parties to be bound by the Settlement of Disputes Article. Also, it shall not be a violation of the no-strike clause for members covered by this contract to refuse to cross a picket line sanctioned by the Building Trades, as well as failure to pay wages and fringes as stipulated in the contract.

SECTION 4. If an employer shall have been found by the appropriate parties names in the contract, an Arbitration Committee, the Arbitrator, or a court to be in violation of the contract and shall not have taken the necessary corrective action within three (3) days, excluding Saturdays, Sundays, or Holidays, following such award then the union may strike such Employer until such time as the violation is corrected.

**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 employees applicant for employment or applicant for Union membership of apprenticeship training because of race, color, religion, sex, age, national origin or ancestry.

**ARTICLE X
EXPIRATION DATE**

SECTION 1. This contract shall be binding on all parties from June 1, 2016 through May 31, 2021.

Should either party desire to terminate or to amend the latter date, notice in writing shall be given at least sixty (60) days prior thereto, but not more than 95 days prior to May 31, 2021; 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.

IN WITNESS THEREOF, the parties hereto have set their hands the 1st day of June, 2016.

PARKERSBURG-MARIETTA
CONTRACTORS ASSOCIATION, INC.

BRICKLAYERS LOCAL #6
PARKERSBURG, WV

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

Leroy Hunter, Director
(304) 363-9250