

A G R E E M E N T

between the

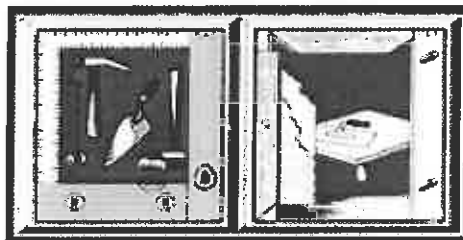
**BRICKLAYERS & ALLIED CRAFTSMEN
LOCAL UNION NO. 3**

**EASTERN MASSACHUSETTS
CHAPTERS**

**BOSTON
LYNN
NEWTON
NEW BEDFORD
QUINCY
WALTHAM**

and

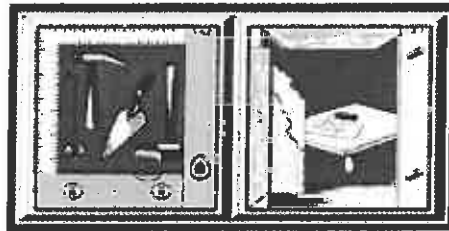
**MASON CONTRACTORS ASSOCIATION
OF MASSACHUSETTS**



**EFFECTIVE: AUGUST 1, 2017
EXPIRES: JULY 31, 2022**

IMPORTANT

**BAC LOCAL 3
WAGE RATES
ARE SUBJECT TO
CHANGES AND MODIFICATIONS**



**KINDLY CONTACT THE LOCAL 3 OFFICE FOR CURRENT
WAGE RATES
and
FRINGE BENEFIT RATES**

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Eastern Massachusetts

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AGREEMENT

Agreement made this 1st day of August 2017 between the Mason Contractors Association of Massachusetts, Inc. on behalf of such members as may from time to time authorize the same to be done, and other Employers who assent to its provisions by signature thereto, herein known as the Employer, and the Bricklayers and Allied Craftsmen Local Union No. 3 Eastern Massachusetts and its Chapters—Boston, Lynn, Waltham, Newton, New Bedford and Quincy, know as the Union. A current list of members of the Association who have so authorized will be furnished to the Union upon signing the Agreement and is attached hereto and marked Schedule A. The Association shall provide the Union with additions to Schedule A during the term of this Agreement. The Union may for good cause object to any such additions.

ARTICLE I

SEVERABILITY

It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision or provisions of this Agreement be determined to be contrary to any such State or Federal statute, then such provision or provisions shall continue in effect only to the extent permitted and all other provisions of this Agreement shall remain in force and effect. In the event that any provision or provisions are finally determined to be invalid, the parties shall meet without delay for the purpose of determining substitute provisions which comply with all applicable Federal and State statutes and which accomplishes the same purpose, or substantially the same purpose, as the provisions declared invalid. Said substitute provisions shall thereupon be incorporated in this Agreement in lieu of the provisions declared to be invalid.

ARTICLE 1-A

Object

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

ARTICLE 1-B

Definitions

The following words and phrases shall have the meaning specified below, unless a different meaning is plainly required by the context:

- (a) "Employee" shall mean all common law Employees of any Employer who are employed to do the actual work or the supervision of the work, as specified in Article III, Section 9, which is within the craft jurisdiction described in Article XVI of the Collective Bargaining Agreement.
- (b) "Employer" shall mean any member of the Association listed on Schedule A attached hereto, any other member joining the Association who assents to the provisions of this Agreement and any other person, corporation or other business entity which assents to the provisions of this Agreement by execution of an Independent Agreement.
- (c) Whenever any words in this Agreement are used in masculine gender, they shall be construed as though they are used in the feminine gender or neuter gender in all situations where they would so apply.

ARTICLE 1-C

Work Preservation

- (a) In order to protect and preserve, for the Employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any devise or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows:

Starting August 1, 1984, if and when the Employer performs any job site construction work of the type covered by this Agreement, under its own name or under the name of another as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners or stockholders exercises directly or indirectly (such as through family members), a significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to such work.

- (b) All charges of violations of Paragraph (a) of this Section, shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XV of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article XV is empowered at the request of the Union, to require an Employer to (1) pay to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such Employees as a result of the violations, and (2) pay into the affected joint Trust Funds established under this Agreement any delinquent contributions to such Funds which have resulted from violations. Provisions of this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section, nor does it make the same or other remedies unavailable to this Union for violations of other sections or other articles of this Agreement.
- (c) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint Trust Funds to institute court action to enforce an award rendered in accordance with sub-section (b) above, or to successfully defend an action which seeks to vacate such award, the Employer shall pay an accountant's and attorneys' fees incurred by the Union and/or Fund Trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

ARTICLE I-D

Should any provision of this Agreement conflict in any manner with any provision of the Bricklayer and Allied Craftsmen International Agreements, then the provisions of this Agreement shall prevail. It is further agreed that the provisions of this Agreement shall govern the employment and the conditions which bricklayers and allied craftsmen shall work in the jurisdiction of Eastern Massachusetts.

ARTICLE I-E

In order to promote a drug free environment and assure safety, effectiveness and efficiency in the workplace, the parties to this Agreement agree to continue substance abuse educational and training programs and other managed procedures through the Massachusetts Bricklayers and Masons Modern Assistance Program.

ARTICLE II

Territorial Jurisdiction

This Agreement shall cover all work within the territorial jurisdiction of Local 3 Eastern Massachusetts and its Chapters as granted by the IU of BAC and for which the Association is authorized to bargain.

The present territorial jurisdiction of each Chapter is outlined below:

1. **Boston** – Arlington, Boston, Brookline, Cambridge, Chelsea, Everett, Malden, Medford, Melrose, Milton, Readville, Revere, Somerville, Winthrop and the Islands of Boston Harbor.
2. **Lynn** – Amesbury, Andover, Beverly, Beverly Farms, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Magnolia, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, North Reading, Peabody, Reading, Rockport, Rowley, Salem, Salisbury, Saugus, South Groveland, Swampscott, Topsfield, Wakefield, Wenham, West Newbury, and the Island of the above jurisdiction.
3. **Waltham** – Belmont, Burlington, Concord, Lexington, Lincoln, Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston, Winchester and Woburn.
4. **Newton** – Dover, Needham, Newton and Wellesley.
5. **New Bedford** – Acushnet, Barnstable County, Dartmouth, Dukes County, Fairhaven, Fall River, Freetown, Marion, Mattapoisett, Nantucket County, New Bedford, Rochester, Somerset, Swansea, Wareham and Westport.
6. **Quincy** – Abington, Avon, Braintree, Bridgewater, Brockton, Bryantville, Carver, Cohasset, Duxbury, East Bridgewater, Easton, Halifax, Hanover, Hanson, Hingham, Holbrook, Hull, Hull Bay and Nantasket Roads, Kingston, Marshfield, Middleboro, Moonhead, Nantasket, North Easton, North and South Hanover, Norwell, Pembroke, Plymouth, Plympton, Quincy, all the Islands in Quincy Bay, Randolph, Rockland, Scituate, South Easton, Stoughton, Union Point, West Bridgewater, Weymouth and Whitman.

ARTICLE III

Wages

Section 1.

The hourly rate of wages and fringe benefit contributions to be paid by each Employer for all Employees covered by this Agreement who work within the territorial jurisdiction of each Chapter as stated in Article II, shall be as follows:

A. CHAPTERS: BOSTON, LYNN, NEWTON, NEW BEDFORD, QUINCY, WALTHAM

| Effec. Date | Total Pkg. | Wages | H/W | P | IPF | AF | ATF | IMI AT | IMI | MCAM | MIEF |
|-------------|------------|---------|---------|---------|--------|--------|--------|--------|--------|--------|--------|
| 8/1/17 | \$85.14 | \$52.06 | \$10.75 | \$10.59 | \$2.15 | \$6.61 | \$0.37 | \$0.17 | \$1.50 | \$0.10 | \$0.84 |
| 2/1/18 | \$85.97 | \$52.74 | \$10.75 | \$10.59 | \$2.15 | \$6.61 | \$0.47 | \$0.17 | \$1.55 | \$0.10 | \$0.84 |
| 8/1/18 | \$87.45 | \$54.09 | \$10.75 | \$10.59 | \$2.28 | \$6.61 | \$0.47 | \$0.17 | \$1.55 | \$0.10 | \$0.84 |
| 2/1/19 | \$88.13 | \$54.73 | \$10.75 | \$10.59 | \$2.28 | \$6.61 | \$0.47 | \$0.17 | \$1.59 | \$0.10 | \$0.84 |
| 8/1/19 | \$89.62 | \$56.08 | \$10.75 | \$10.59 | \$2.42 | \$6.61 | \$0.47 | \$0.17 | \$1.59 | \$0.10 | \$0.84 |
| 2/1/20 | \$90.35 | \$56.72 | \$10.75 | \$10.59 | \$2.42 | \$6.61 | \$0.52 | \$0.17 | \$1.63 | \$0.10 | \$0.84 |
| 8/1/20 | \$91.85 | \$58.07 | \$10.75 | \$10.59 | \$2.57 | \$6.61 | \$0.52 | \$0.17 | \$1.63 | \$0.10 | \$0.84 |
| 2/1/21 | \$92.54 | \$58.71 | \$10.75 | \$10.59 | \$2.57 | \$6.61 | \$0.52 | \$0.17 | \$1.68 | \$0.10 | \$0.84 |
| 8/1/21 | \$94.10 | \$60.11 | \$10.75 | \$10.59 | \$2.73 | \$6.61 | \$0.52 | \$0.17 | \$1.68 | \$0.10 | \$0.84 |
| 2/1/22 | \$94.78 | \$60.70 | \$10.75 | \$10.59 | \$2.73 | \$6.61 | \$0.57 | \$0.17 | \$1.72 | \$0.10 | \$0.84 |

B. Deducted from net wages after taxes in all Chapters – D, BACPAC, IUD

| | |
|-----------|---|
| D - | Local Union Dues Deduction |
| BAC/PAC - | \$.01 per hour – BAC Political Action Committee |
| IUD - | International Union Dues Deduction |

C. Definitions of abbreviations used:

| | |
|----------|---|
| H/W - | Health and Welfare Fund |
| P - | Local Pension Fund |
| IPF - | International Pension Fund |
| AF - | Annuity Fund |
| ATF - | BAC Local 3 Apprenticeship and Training Fund |
| IMI/AT - | International Masonry Institute Apprentice Training Fund |
| IMI - | International Masonry Institute Industry Marketing & Promotion Fund |
| MCAM - | Mason Contractors Construction Advancement Program |
| MIEF - | Masonry Industry Equality Fund |

- D.** The Union shall have the option to divert monies from wages to any of the Funds and to reallocate contributions from one Fund to another upon thirty (30) days prior written notification to the Association and Signatory Contractors.
- E.** Money can be diverted back to wages from the Pension, Health & Welfare and Annuity Funds subject to the approval of the Trustees, Trust documents, ERISA, Pension Benefit Guaranty Corporation and applicable laws.
- F.** In the event any of the Trust Funds to which contributions are required to be made under this Agreement are merged with or into another Trust Fund, the contributions shall then be made to the successor Fund.
- G.** Any Employer who does not pay the International Masonry Institute and the MCAM Employers Construction Advancement Program contribution (s), shall pay these amounts as an additional payment to the Bricklayers & Allied Craftsmen Local 3 Apprenticeship & Training Fund.

Section 2.

There shall be only one (1) hourly rate of wages paid to journeyman bricklayers and masons on the same job. Bricklayers or masons, other than foremen, under this Agreement shall not be required to check units or measure or count, any amount of work performed during the day or any day of the work week.

Section 3.

When an Employer violates this Agreement's scale of wages by paying a higher rate of pay, he shall be obliged to pay the higher rate of pay to all bricklayers and masons employed on this job. The higher wage rate shall continue in effect until the completion of the job and in no event can a rate of wages so established be reduced on that job.

Section 4.

Wages on smoke stacks, freestanding chimneys and silos of any type, fifty (50) feet or higher, shall be two dollars thirty cents (\$2.30) per hour more than the prevailing wage.

Section 5.

Bricklayers and Masons working under compressed air shall receive no less than two dollars thirty cents (\$2.30) per hour above the prevailing rate of wages.

Section 6.

When a bricklayer or mason is hired and told to bring his tools to the job and is not put to work, weather permitting, he shall receive four (4) hours pay. Any Employee reporting for work on any shift, weather permitting, shall receive four (4) hours show-up time, unless notified not to report the day before by his foreman.

Should a machinery breakdown cause a work stoppage during the first half of the workday, after starting, Employees affected shall be paid no less than four (4) hours pay.

Should a machinery breakdown cause a work stoppage during the second half of the workday, the Employees affected shall be paid until the machine is operable and/or until 4:30 p.m.

In the event of a breakdown, beyond the control of the Employer, of vertical transportation equipment, for material or personnel, Employees covered by this Agreement, for whom work is not available due to such breakdown, shall be paid up to two (2) hours straight time pay in addition to any hours actually worked on that day not over a full day's pay.

When a job is held up for any cause, except weather, for more than eight (8) consecutive hours on any working day, any Employee can, upon request, receive his wages without waiting until the regular payday.

When a job is unable to start before 10:00 a.m. no work is to be performed that day, unless the foreman specifies a definite starting time. Employees ordered to stay on the job shall be paid from 10:00 a.m.

This provision is based on an 8:00 a.m. – 4:30 p.m. workday. In the event the working hours become 7:00 a.m. – 3:30 p.m., 9:00 a.m. will be applicable to this provision.

Section 7.

When two (2) or more bricklayers or masons are hired on a job, one (1) shall be designated as the foreman.

Section 8.

The foreman shall be paid a minimum of three dollars (\$3.00) per hour above the journeymen's rate. When his crew of bricklayers or masons consists of nine (9) or less, he shall also be permitted to work with the tools of the trade. He shall be paid on a straight time basis, except at the start and finish of a specific operation.

Straight time is to be defined as a guarantee of forty (40) hours during the regular hours of the workweek from Monday through Friday, to include no lost time for Holidays or inclement weather.

Section 9.

Foremen having the authority to hire, discharge and exercise supervisory functions are recognized as the exclusive representatives of management. Foremen shall be practical mechanics in the branch of the trade over which they exercise supervision and members of the IU of BAC.

Section 10.

Effective January 1, 2018, all foremen shall complete the OSHA 30 Hour Certification Program in Construction.

ARTICLE IV

Health, Welfare, Pension and Annuity Funds

Section 1.

The parties hereto jointly agree to accept and be bound by the provisions of the written Agreement and Declaration of Trust, and any amendments thereto. The Trust Agreements of the Health and Welfare, Pension and Annuity Funds herein after covered by this Agreement are:

- (a) Agreement and Declaration of Trust, dated and effective November 29, 1999 for Massachusetts Bricklayers and Masons Health and Welfare Fund.

Agreement and Declaration of Trust, dated and effective November 29, 1999 for the Massachusetts Bricklayers and Masons Pension Fund.

Agreement and Declaration of Trust, dated and effective November 29, 1999 for the Massachusetts Bricklayers and Masons Annuity Fund.

- (b) The parties hereto agree that Eastern Massachusetts Local 3 of the IU of BAC may affiliate with the International Union of Bricklayers and Allied Craftmen Trowel Trades Pension Fund

The Employer agrees to increase the hourly contribution to the International Pension Fund as follows: August 1, 2017 - \$.13, August 1, 2018 - \$.13, August 1, 2019 - \$.14, August 1, 2020 - \$.15, August 1, 2022 - \$.16.

- (c) The Employer hereby agrees to participate in the Massachusetts Bricklayers and Masons 401K Plan on behalf of all Employees represented for purposes of collective bargaining under this Agreement.

Effective August 1, 1998, the Employer agrees to make, or cause to be made, pre-taxed 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. The Employer will forward the withheld sum to the Massachusetts Bricklayers and Masons Trust Funds or its successors at such time and in such form and manner as required pursuant to the Plan and Declaration of Trust and requirements of

law. Each Employee shall have the opportunity to change the amount of wages so deferred at intervals specified the Plan and Declaration of Trust.

Section 2.

Each Employer agrees to pay directly to the Funds of the Local 3 Chapter governing the territorial jurisdiction in which the Employer's job site is located, the hourly contribution rates, that may be determined from time to time in accordance with Article III, Section 1 (D) of the Agreement for all hours paid to each Employee including apprentices, with the exception of vacation time, bonuses and sick time as provided for under Massachusetts law. An overtime hour for this purpose shall be considered a single hour.

Section 2 (a)

In the event an Employee is sent to work by an Employer on a project outside of the multi-state geographical area of BAC Local 3 Massachusetts, Maine, New Hampshire, Rhode Island, where the Health and Welfare Fund, Pension Fund and Annuity Fund hourly contribution rates are either non-existent or lower than the Employee's Local 3 Home Chapter contribution rates, then the difference in fringe benefit contributions shall be paid to the Massachusetts Bricklayers and Masons Trust Funds by the Employer.

Section 3.

- (a) At the end of each work month, but not later than the twentieth (20th) day of the following month, each Employer shall submit to the Funds a report containing a complete list of Employees, their names, social security numbers and the number of hours paid to each Employee during the respective month. In the event no Employees were paid during the month, the Employer shall submit a report, attesting that no Employees were paid and this will be the Employer's final report until said Employer has reportable hours in the future. In the event that such report is a final report, the Employer shall so state on the report and shall not be required to submit a report until the Employer again has reportable hours for Employees.
- (b) The failure of any Employer to make the required reports and contributions to each Fund shall make such Employer liable to each Employee damaged by such failure for whatever benefits such Employee and/or beneficiary was denied because of the Employer's failure to make the required reports and contributions, together with the court costs and attorney's fees reasonably necessary in collecting such benefit and contributions from such Employer; provided however, that no Employer shall have any liability to any Employee and/or beneficiary by reason of such Employer's failure to pay the required contribution or any part thereof, which is the result of honest mistake or inadvertence.

Section 4.

- (a) Employer contribution payments to the Funds is due and to be made at the end of each work month, but no later than the twentieth (20th) day of the following month, after which date the payment will be considered late.
- (b) Employer contribution payments received after the thirtieth (30th) day from the date such contributions were due will be Delinquent Contributions. The Employer will be considered a Delinquent Employer.

If an Employer is a Delinquent Employer, the Employer shall pay to each Fund, interest charges at a rate to be determined from time to time by the Board of Trustees of the Funds, computed upon the entire sum owed to each Fund for each thirty (30) day period or fraction thereof that the Employer is a Delinquent Employer.

- (c) As the failure of a Delinquent Employer to remit timely payment contributions imposes additional accounting, handling and administrative expenses upon each of the Funds, each delinquent Employer shall pay as liquidated damages a sum to be determined from time to time by the Board of Trustees of the Funds for each thirty (30) day period or fraction thereof that the Employer is a Delinquent Employer.
- (d) In addition to the foregoing interest charges and liquidated damages due, such Delinquent Employer shall pay all legal costs, including fees of attorneys representing the Funds, and all auditing fees, including fees of accountants, actually incurred in the collection of such delinquent contributions, and all miscellaneous direct and indirect costs to the Funds resulting from the Employer becoming a Delinquent Employer.
- (e) In the event the Employer is delinquent, the Union shall have the right to remove all of the Employer's Employees until such time as the Employer is no longer a Delinquent Employer.
- (f) Employees removed by the Union in accordance with this Section of the Agreement to enforce payment by a Delinquent Employer to the Funds shall be paid by the Employer for all time which the Employees did not work, at the straight-time hourly wage rate. In addition, Employer contributions shall be due the Funds for all such time paid each Employee.
- (g) The Union signatory hereto shall have the right not to permit any Employer who has been declared a Delinquent Employer and/or whose Employees have been removed in accordance with this Section of the Agreement, to employ any Employees represented by the Union in any of the territorial jurisdictions of the Union's Chapters signatory to this Agreement, until the requirements for restoration of the Employees and payment of contributions, interest charges and liquidated damages have been satisfied.

Section 5

- (a) The Trustees may require any Employer who has not been signatory to this Agreement or to an Independent Agreement for two (2) consecutive years, or any Employer whose Employees have been removed in accordance with Article IV, Section 4, of this Agreement, or who is or has been a Delinquent Employer for a total of sixty (60) days or more within any twelve (12) month period, to furnish a surety bond, or a cash deposit escrowed with the Trustees, in a sufficient amount to protect the Funds against the failure of the Employer to make any payment due currently or in the future under the terms of this Agreement.
- (b) In the event the Trustees require a surety bond from such Employer, said Employer shall furnish to the Trustees of each Fund, a bond with reputable surety thereon:
 - 1. With the Trustees as obligees thereunder; and
 - 2. In an amount determined by the Trustees which is consistent with known future obligations of such Employer; and
 - 3. Containing a notice provision to the Trustees which is acceptable by the Trustees and consistent with the purpose of such surety bond.
 - 4. The effective date, duration and termination date of such surety bond.
 - 5. The surety bond shall be underwritten by an Insurance Company licensed to conduct business in the Commonwealth of Massachusetts and the contractual provisions of such surety bond has been filed and approved by the Insurance Commissioner for the Commonwealth of Massachusetts.
- (c) In the event the Trustees require a cash deposit, such Employer shall furnish to the Trustees of the Fund, a cash deposit of money to be escrowed by the Trustees in an amount determined by the Trustees consistent with know future obligations of such Employer.
- (d) An Employer shall be relieved of the responsibility of providing a surety bond or cash deposit if such Employer renders full payments on time for a consecutive period of twelve (12) calendar months subsequent to the date such requirement of a surety bond or cash deposit is made to the Trustees. Said cash deposit to be returned with interest.

Section 6.

- (a) When the Trustees deem it appropriate and necessary and upon written notice to an Employer by certified mail, return receipt requested, the Employer will pay all fringe benefit contributions on a weekly basis.

- (b) If the initial payment, subsequent to such written notice by the Trustees requiring weekly payments, is not made within four (4) working days from the date such certified notice is received by the Employer; and
- (c) If the Employer's weekly fringe benefit contributions, subsequent to the initial weeks' of payment, are not received at the Fund's Office on or before Thursday of each succeeding week for the prior payroll week; or
- (d) If the Employer refuses to remit fringe benefit contributions on a weekly payment schedule in accordance with the provisions of Article IV, Section 6 of this Agreement, the Employer shall be deemed a Delinquent Employer.
- (e) The Trustees and the Union shall immediately exercise the rights provided under Article IV, Section 4 of this Agreement without the requirement of further written Notice to the Delinquent Employer.

Section 7.

(a) To facilitate the Trustees' determination of the accuracy of all reports and contributions made by Employers and to comply with the Trustees fiduciary obligations as mandated by the Pension Reform Act of 1974 and the Multiemployer Pension Plan Amendments Act of 1980, the Trustees or their representative(s) shall have the right, upon reasonable notice to be determined by the Board of Trustees to conduct an audit of the Employer's records.

- (b) The provisions of Article IV, Section 7 of this Collective Bargaining Agreement shall be administered and enforced in accordance with the rules and regulations of the Agreement and Declaration of Trust applicable to the Health-Welfare, Pension and Annuity Funds and the Fringe Benefit Fund Collection Plan established by the Board of Trustees for the Trust Fund(s) of the Union, listed in Article IV, Section I, A through C, inclusive of this Agreement.

Section 8.

The Association, the Union and each Employer hereby agree to be bound by the Bricklayers and Masons Fringe Benefit Collection Plan of the various Funds listed in Article IV, Section 1, A through C, inclusive of this Agreement, as now in effect and as amended from time to time hereafter.

Section 9.

- (a) The Union, Association and/or any Employer who is signatory to the Collective Bargaining Agreement shall appoint Trustees to exercise the power and perform fiduciary duties and obligation of each Trust Fund in accordance with the terms and provisions of the Union's Trust Agreements and any amendments thereto, governing

the Funds and further agrees to be bound by all actions taken by the Trustees pursuant to the provisions of the Agreement and Declaration of Trust applicable to the Trust Funds of the Union.

- (b) A Union Trustee shall not be a principal in the contracting business. An Employer Trustee may be a member of any Local Union of the International Union of the Bricklayers and Allied Craftsmen.
- (c) Individual Employer Trustees shall serve at large and it is not required that the Employer Association appoint an Employer Trustee to serve as representative of the Employer Association who is a party to the Collective Bargaining Agreement. All Employer Trustees shall have a current active interest in the union masonry industry. Consistent with Article 1-C of this Agreement, Employer Trustees shall not be an officer or principal of a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer Trustee has either directly or indirectly, a significant degree of ownership, management or control, when said contracting firm is not signatory to this Agreement.

Section 10.

Not later than July 30th of each year, the Union shall certify in writing to the Administrator of the Funds and other Associations signatory hereto, the names and addresses of each Employer bound to this Agreement. The Union shall, within ten (10) days of a contractor becoming an Employer, give written notice of such fact to the above parties.

Section 11.

Notwithstanding any termination or cancellation of this Agreement, the obligations of the parties set forth herein shall be deemed continuous, pending negotiations of a new Agreement or Declaration of Trust Agreement for each Fund.

ARTICLE V

Masonry Industry Equality Fund

Section 1.

Each Employer subscribes to and agrees to be bound by the Masonry Industry Equality Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of the Trust Agreement.

Section 2.

The Masonry Industry Equality Fund shall be governed by a Board of Trustees and the Union and the Employer shall have equal voting power.

Section 3.

Each Employer shall pay to the Fund the amount set forth in Article III Wages for each hour paid to its Employees covered by this Agreement.

Section 4.

The payments to the Fund shall be reported on the same form, paid in the same manner and included in the same check as all the other Funds payments provided for in the Agreement.

Section 5.

Failure of an Employer to pay the prescribed hourly contributions to the Fund in a timely manner shall be a violation of this Agreement.

Section 6.

The Fund shall be audited annually by an independent certified public accountant. A copy of the audit shall be made available to all parties hereto.

ARTICLE VI

Dues Deduction, BAC/PAC

Section 1.

It is agreed that the Employer shall deduct the amount specified by the Union as local dues deduction and International Union dues deduction from net wages after taxes, for each and every hour paid to all Employees (including apprentices) for all projects falling within the jurisdiction of the Agreement.

Effective August 1, 1992, each Employer shall deduct one cent (\$.01) per hour BACPAC from net wages after taxes, for each and every hour paid to all Employees (including apprentices) for all projects falling within the jurisdiction of this Agreement.

All such deductions shall be reported monthly on one (1) form along with all the other Funds provided for in the Agreement. The form for this purpose is to be furnished by the Union.

One (1) check covering the total of all the Funds shall be sent along with the one form in accordance with the provisions of Article IV, Sections 2 and 3.

Section 2.

It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302 (c) of the Labor-Management Relations Act of 1947, the signed individual authorization of every Employee subject to this Agreement, both present and future, and furnish such original signed authorizations to the Employer to legally permit the Employer to make such payroll deductions. It shall be the further responsibility of the Union to assume all legal costs, fees and damages which might arise relative to this practice. The Union shall indemnify and hold harmless the Employer from such actions.

It shall further be the sole responsibility of the Union to procure signed authorization from every Employee subject to this Agreement, both present and future, and furnish such original signed authorizations to the Employer to legally permit the Employer to make payroll deductions for BAC/PAC. The authorization will be signed freely and voluntarily and not out of any fear of reprisal and on the understanding that Bricklayers Action Committee is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connections with federal, state and local elections and that this voluntary authorization may be revoked at any time by notifying the Employer and the Bricklayers Action Committee in writing of a desire to do so.

It shall be the responsibility of the Union to assume all legal costs, fees and damages which might arise relative to the practice stated. The Union shall indemnify and hold harmless the Employer from such actions.

Section 3.

All working permit fees and assessments or other levies against members working in a jurisdiction other than their "Home Local" shall immediately terminate upon the inception of this deduction.

Section 4.

It shall be the prerogative of the Union to raise or lower the hourly dues deduction rate as set forth in Section 1 upon at least thirty (30) days written notice to the Employer.

ARTICLE VII

Transportation

Section 1.

Bricklayers and Masons who are sent to work out of town or out of their Chapter and who require board and room accommodations shall have such expenses paid by the Employer at a minimum rate of seventy dollars (\$70.00) per day, seven (7) days a week. If a bricklayer or mason drives his personal automobile to such job, he will be paid at a rate of sixty-five cents (.65) per mile for the trip to the job and for the return trip at the end of the job. In the event a man is sent on a day-by-day basis and no room or board is involved, the driver will receive sixty-five cents (.65) per mile for the use of his car.

Should the living expenses, namely room and board only, be greater than that allowed the Employee, before he may receive additional expenses, he must show on a weekly basis all costs incurred and make a statement to the fact that all attempts have been made by him to stay within the agreed allowance.

Section 2.

Employees shall not be required to possess an automobile as a prerequisite to employment. Employees transporting materials, ladders, and other equipment to job sites in their personal vehicles shall be compensated for the use of their vehicles by the Employer at the rate \$55.00 per day in addition to the payments of other expenses specified in Article VII.

Any disputes under this Section must be presented to the President/Secretary Treasurer or the Employer within five (5) days after receiving weekly wages. Failure of the Employee to so notify shall render a dispute null and void.

Section 3.

Any bricklayer or mason who is sent to work outside his Chapter's territorial jurisdiction shall be paid for the extra travel expense in an amount equivalent to the straight time rate, but not exceeding eight (8) hours in any one (1) twenty-four (24) hour period, for his extra transportation and subsistence expense.

Section 4.

One (1) hour traveling time shall be allowed each day to jobs on the Islands in the Harbors, which cannot be reached by motor vehicle.

Section 5

Employees employed in Dukes and Nantucket County shall be paid room and board expenses at the rate of seventy dollars (\$70.00) a day, for the seven (7) days of the week, starting with the first day of employment and shall end with the last day of employment, provided the Employee had been continuously employed.

Section 6.

Employees shall be paid their expenses to a job site in Nantucket and Dukes County and back at the commencement of the job and at the end of the job.

Section 7.

Employees employed in Truro, Wellfleet, Provincetown, Eastham and Orleans, shall be paid room and board expenses at the rate of seventy dollars (\$70.00) per day Monday through Friday for five (5) days a week, provided the Employee has been continuously employed.

However, in the first and last week of employment the room and board expense shall start with the first day of employment and shall end with the last day of employment.

ARTICLE VIII

Payment of Wages

Section 1.

Employees are to be paid weekly in cash on the job during working hours; payment may be made by check no later than Thursday upon permit issued by the Union. Such permit shall be withheld only for doubt of ability to pay wages.

When an Employer's regular jobsite work week is Monday through Friday as specified in Article IX Section 1, then the payment of wages must be made no later than the following Wednesday.

Should there be an intervening Holiday, payday shall be no later than the following Thursday.

Bricklayers and Masons who do not receive their pay in the timely fashion as stated above, shall be required to wait beyond quitting time for their pay and shall be paid for all waiting

time at the straight time rate, including pay for any time that might be lost on subsequent work days.

Not later than January 1, 1984, the Employer, when paying by check, shall have a detachable stub to be retained by the Employee. The Employer shall include on the check stub and/or the pay envelope the following information: Name of Employer, Name or Identification of Employee, Number of hours worked, Social Security deduction, Federal withholding deduction, State withholding deduction, net pay of Employee, period ending and total dues deduction.

DIRECT DEPOSIT: In the event the Employer requests its Employees represented by the Union to have their wages directly deposited into an Employee's bank account the following conditions shall apply:

The decision as to whether to have his/her wages directly deposited into a bank account shall be optional on the part of the Employee and shall not be implemented until the Employee has indicated his/her assent in writing;

If an Employee elects to have his/her wages directly deposited into a bank account the Employee shall be provided by the Employer with a written record of the deposit including any deductions made from the Employee's wages within three (3) days of the deposit;

The Employee may, at any time, rescind his/her permission to have his/her wages directly deposited in a bank account;

The Employer shall not discriminate against an Employee in any fashion if the Employee opts not to have his/her wages directly deposited or rescinds any prior approval for such direct deposit;

In the event the Employer fails to directly deposit an Employee's wages in a timely manner the Union may, in its sole and exclusive discretion, withdraw the right of the Employer, on either a permanent or temporary basis, to have its Employees directly deposit their wages.

Section 2.

When Bricklayers and Masons are being laid off, they shall receive their pay one (1) hour before quitting time.

Section 3.

A Bricklayer or Mason wishing to leave the job shall receive his pay at 4:30 p.m. provided he has given his Employer eight (8) hours notice.

However, the Employer has the option to mail his check by certified mail no later than 4:30 p.m. that same day.

Section 4.

When a Bricklayer or Mason is discharged, but does not receive his wages, he shall be entitled to compensation at working rates for the working time that shall have elapsed between the time of his discharge and time ultimately receiving his wages, provided he reports at the job and remains during working hours until payment is made.

Section 5.

When Employees are discharged, laid off or terminated for any reason, the Employer will give a layoff statement to the Employee.

Section 6.

Any Bricklayer or Mason transferring from one (1) job to another during the scheduled working hours shall do so on the contractor's time.

Section 7.

Any stormy payday that Employees are unable to work, wages shall be paid before 11 a.m. and unless the pay is delayed through Act of God, accident, or robbery, all waiting time after 11 a.m. shall be paid on a straight time basis. Cash at 12 noon. Check at 11 a.m.

ARTICLE IX

Hours, Holidays, Overtime

Section 1.

Eight (8) hours shall constitute a day's work, performed between the hours of 8:00 a.m. and 12:00 noon, 12:30 p.m. and 4:30 p.m., on Monday, Tuesday, Wednesday, Thursday and Friday, making forty (40) hours which constitutes a week's work.

In the event that a particular operation may request permission to deviate from the above hours within the hours of 6:00 a.m. to 5:30 p.m., such permission may be granted by the President/Secretary-Treasurer of the Union.

Section 2.

The days celebrated as a holiday shall be the following: New Year's Day, Presidents' Day, Patriots' Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Any holiday listed in this Agreement that falls on Sunday shall be observed on the Monday.

The above listed holidays are the only holidays recognized under this Agreement. Should any Employer observe any other holiday(s) by shutting down the job on said day, each bricklayer employed on the job who cannot be employed elsewhere by the Employer on said day shall be paid eight (8) hour's pay for that day. Such alternate employment will be equally divided among bricklayers and allied craftsmen on the job.

Section 3.

All overtime work that is performed outside the regular working hours outlined in Section 1 and 4 and all work performed on the Holidays designated in Section 2 shall be paid at double time rates.

Section 4. Shift Provisions

Shift work may be permitted under the following conditions:

- (a) Where a job has more than one (1) eight (8) hour shift in any one (1) twenty-four (24) hour period, bricklayers will not be permitted to work more than one (1) shift in any one (1) work day.
- (b) All Employees on shift work shall receive a full normal workday's pay.
- (c) Seven and one-half (7 ½) hours work shall constitute the shift period during the second shift and seven (7) hours work during the third shift. There shall be one-half (1/2) hour lunch period at the mid-point of the second and of the third shift. Consistent with Article XII Section 14, there will be two breaks per shift.
- (d) Where no third shift exists, time worked beyond the end of the second shift shall be paid for at the overtime rate.
- (e) No shift work will be permitted for less than three (3) consecutive regular work days.
- (f) Shift conditions and wages shall apply to alteration work in occupied areas without the requirement that work be performed during the regular work day, provided a written shift permit is issued by the Union.
- (g) When an Employer wishes to work bricklayers for the second or third shift periods, he shall notify the Union in writing within twenty-four (24) hours prior to the shift so that proper arrangements shall be made.
- (h) In the case of a second and/or third shift, for the purpose of fringe benefit computations, each Employee who works a full shift shall be considered to have worked eight (8) hours.

- (i) No Employee may work on a second or third shift if the Employee has performed work that day during the regular working hours.

ARTICLE X

Contracting and Contractors

Section 1.

No Employer shall contract work by the thousand, or lump work of any character covered by bricklayer's or mason's work, or work for any person or persons who contract work by the thousand, or lump work of any character, taken from Employers, without furnishing materials.

Section 2.

When a contract has been awarded to a contractor by either the architect, owner, or any awarding authorities, all phases of the masonry, both interior and exterior, shall be performed by one contractor under the terms of this Agreement; provided, however, this Section will not apply to work on catch basins, manholes, boiler bases, outside stacks, waterproofing and caulking.

When a contract has been awarded to a contractor by either an architect, owner, general contractor, construction manager or any awarding authority, all caulking including expansion and control joints and the caulking of all window and door frames encased in masonry shall be performed by one contractor under the terms of this Agreement.

Section 3.

All contractors and foremen starting work covered by this Agreement within the jurisdiction of the Union shall notify the President/Secretary-Treasurer or Field Representative of the Chapter five (5) working days before the work is to commence and for the purpose of a pre-job meeting. The Union may elect to accept a telephone call or fax as a pre-job conference notification.

Section 4.

Any members, on entering into a contracting business, must contract the Union before he or they start to operate, and sign an Agreement that they will abide by this contract and the following:

- (a) Carry Workers' Compensation Insurance (showing policy number and name of insurance company),
- (b) Pay Old Age Social Security Tax (showing Identification Number),
- (c) Take out of Employees' salaries the withholding tax as required by the U. S. Government and Massachusetts Withholding Tax.
- (d) Pay Unemployment Tax to the Commonwealth of Massachusetts, Division of Employment Security.

Section 5.

No Employer signatory to this Agreement shall furnish supervision or furnish Employees who regularly work for him to another Employer who has contracted work on a public project under the File Bid Laws of the Commonwealth of Massachusetts, with the intent of violating the File Bid Laws. This Section shall not apply where a substitution has been agreed to by the Awarding Authority.

Section 6.

- (a) The Employer agrees to refrain from subletting any future work or job classification within the jurisdiction of the Union and covered by this Agreement to be performed at the site of a construction project, except where such subcontractor is signatory to this Agreement and the subcontractor complies with all the terms and conditions.
- (b) This Section 6 shall not apply to an Employer who is required to carry file bidders on projects that are subject to the provisions of Section 4A through 4L of Chapter 149 of the Massachusetts General Laws, or successor provisions of law, or to vendors solely furnishing materials, trucking, transportation or any combination thereof.

Section 7

In order to maintain an accurate wage rate, each Employer agrees to supply to the Union, upon request, with all the necessary, pertinent information required for the completion of the United States Department of Labor Form WD10..

Section 8

If a subcontractor fails to pay wages to Employees, the general contractor or Employer shall be responsible for the Employee's wages for work performed on his job site. The general

contractor or Employer who sublets work covered by this Agreement shall be responsible for the subcontractor's arrears in fringe benefit fund contributions to the respective Trust Funds for work performed on his job site.

Section 9.

Whenever any signatory contractor performs work as a management consultant, construction manager, developer, owner/builder that solicits bids from subcontractors, considers proposals submitted by subcontractors or coordinates work performed by subcontractors, shall be deemed to be a general contractor subject to the terms and conditions of this Agreement.

Section 10.

When the Employer has any work specified in Article XVI of this Agreement to be performed outside of the geographic area covered by this Agreement and within the geographic area covered by an Agreement with another affiliate of the International Union of Bricklayers and Allied Craftsmen, the Employer agrees to abide by the full terms and conditions of the Agreement in effect in the job site area. Employees covered by this Agreement who are sent to projects outside of the geographic area covered by this Agreement shall be paid no less than the established wage scale of the Local Agreement covering the territory in which such work is being performed, plus all fringe benefit contributions specified in the job site Local Agreement. The Employer shall be governed by the provisions established in the job site Local Agreement for all matters. If employees are sent to work on a project in an area where there is no Local Agreement covering the work specified in Article XVI of this Agreement, the full terms and conditions of this Agreement shall apply.

ARTICLE XI

**Union President/Secretary-Treasurer,
Field Representatives and Stewards**

Section 1.

The Union's President/Secretary-Treasurer or Field Representatives may visit any building under construction.

If the President/Secretary-Treasurer or Field Representative is barred from any job while in the performance of his duties, no member shall be allowed to work on said job.

Section 2

The President/Secretary-Treasurer or Field Representative shall furnish a shop steward for all jobs within the jurisdiction of this Agreement.

Section 3.

Should an Employer determine to lay off or discharge a shop steward, he shall so notify the President/Secretary-Treasurer or Field Representative who shall immediately investigate the matter and notify the Employer of his decision at the time. If the parties are unable to reach agreement, the justifiability of the Employer's proposed action shall be submitted, within forty-eight (48) hours, to the American Arbitration Association and said Arbitrator shall render a decision within forty-eight (48) hours following the hearing. Pending a final determination under arbitration, the steward shall continue to work.

Section 4.

The shop steward shall keep the key to the locker on his person at all times, and see to it that the locker is opened and closed before starting time and quitting time. The shop steward shall be allowed a reasonable amount of time to take care of the lockers and fulfill his duties during working hours.

Section 5.

The shop steward shall have the right to inspect all scaffolding before the bricklayers or masons are allowed to work on it.

Section 6.

The shop steward may accompany any injured or sick bricklayer or mason, and the shop steward shall be paid for any lost time in so doing on the day of injury.

Section 7.

The shop steward shall be allowed as much time as necessary in fulfilling his duties as shop steward on each job. When one hundred (100) or more bricklayers and masons are employed, there will a deputy steward appointed.

Section 8.

The shop steward in the performance of his duties, shall be the last man on the job, other than the foreman. It is compulsory that the shop steward work while there is work to be done on the job which he is capable of performing.

Section 9.

For the purpose of determining compliance with this Agreement, the President/Secretary-Treasurer or Field Representative of the Union shall have the right to inspect payroll checks on the jobsite.

ARTICLE XII

Terms of Employment

Section 1.

The Employer agrees that it shall be a condition of continued employment for an Employee to become and remain a member of the Union after seven (7) days of the signing of this Agreement or after seven (7) days after the commencement of his employment, whichever is later.

Section 2.

When work on any job stops, for any reason, and then is resumed, Employees who are laid off on this account shall be given preference to return to work on that job.

Section 3.

Bricklayers and masons shall be allowed at least five (5) minutes to reach the main locker on the ground floor before 12:00 noon and five (5) minutes before 4:30 p.m. Bricklayers and masons working on the fifth (5th) floor, or the equivalent distance, shall be allowed ten (10) minutes before 12:00 noon and ten (10) minutes before 4:30 p.m. and two and one-half (2 ½) minutes for each additional five (5) floors to reach the main locker. Bricklayers and masons shall not leave the locker before 8 a.m. and 12:30 p.m. when going to work.

Section 4.

Under ordinary circumstances, bricklayers and masons shall not be scheduled for work on Saturdays. In case of emergency, and the President/Secretary-Treasurer or Field Representative determines that danger to life or property would result from discontinuing operations, he shall give permission for the work to be continued on Saturday.

Section 5.

The provisions of Section 4 shall not apply to tide work, repairs on baker's ovens, or to boiler repair work.

Section 6.

There shall be no lost time on the day of injury, or on day or days during the term of his employment when a bricklayer or mason is requested by the attending doctor of the

Employer's insurance company to return for treatment for an injury received on the Employer's job.

The Employer shall report all lost time job site injuries to the Union as soon as possible. A copy of the accident report will be forwarded to the Union.

Section 7.

Before the commencement of masonry operations, the Employer shall provide on the ground floor level and every fifth (5th) floor above, a suitable locker for the exclusive use of bricklayers and masons. The locker shall be adequately lighted and shall be adequately heated from October 1st to April 15th, said locker to be equipped with a lock and keys. The Employer shall be responsible for the loss of tools and work clothing lost in case of fire or in case of breaking and entering.

Section 8.

Tools owned by bricklayers and masons which are dulled on the job shall be sharpened on the job at the expense of the Employer. All special tools and lines shall be provided by the Employer.

Section 9.

Bricklayers and masons shall not be employed on jobs between November 15th and March 15th unless adequate complete winter protection and heat is provided on the job.

Section 10.

The Employer shall provide clean, covered portable drinking water containers with spigot and sanitary drinking cups. The water shall be kept iced from 8 a.m. to 4: 30 p.m. from May 1 to September 1. From September 1 to May 1, drinking water shall not be iced. No open buckets or dippers shall be allowed. (Section 188, Rules and Regulations from the Prevention of Accidents in Construction Operations, Industrial Bulletin No. 12, Department of Labor and Industries, Commonwealth of Massachusetts, April 19, 1967.

Section 11.

Sanitary toilet facilities shall be provided on all jobs in accordance with revised Industrial Bulletin No. 12.

Section 12.

There shall be no lost time for scaffolds or stocking of scaffolds. Ladders must be attached to all scaffolding four (4) feet high or over.

Section 13.

When bricklayers and masons are working where structural iron workers or any other trades are at work above them, proper overhead covering must be provided before men are assigned to that area. If proper covering is not provided within a reasonable time, bricklayers and masons will not be permitted to work on the job. Such overhead protection is required by Sections 99 and 100, Industrial Bulletin No. 12, Department of Labor and Industries, Commonwealth of Massachusetts, April 19, 1967.

Section 14.

A coffee-refreshment break of not to exceed ten (10) minutes shall be allowed every morning and afternoon with the understanding that either a laborer or an apprentice shall be allowed to get the refreshments and the men shall not leave the scaffold. The break shall start when the refreshments are brought to the scaffold.

Section 15.

Wherever practical, any method or device, except speed poles, may be used in the construction of masonry work, provided that such methods and devices fall within the work jurisdiction of the members of the Bricklayers and Allied Craftsmen International Union and are not expressly covered in other parts of this Agreement.

Section 16.

On all masonry when blocks are used, whether said blocks be of cement, cinders or terra cotta, and are in sizes 8 x 8 x 16 inches, 8 x 12 x 16 inches, 12 x 12 x 12 inches, and also where any substitutes are used for the materials mentioned above, which are equal in size or weight or larger, two bricklayers shall work as a team in lifting and laying of all said materials starting with the first course of masonry. Scaffolding for these materials shall be no higher than four (4) feet (for scaffolding height). Walls shall not exceed four (4) feet eight (8) inches in height except for units over 8 x 8 x 16 inches, which shall not exceed four (4) feet.

Section 17.

Any unit described above larger than 8 x 12 x 16 inches, the wall height shall not exceed thirty-six (36) inches.

Section 18.

All blocks smaller than 8 x 8 x 16 inches shall be laid by one man. Scaffold height for these materials shall be no higher than four (4) feet eight (8) inches.

Section 19.

A line must be pulled on the face of all walls over four (4) feet in length and on both sides of walls more than one unit in thickness.

Section 20.

The line may not be raised more than one (1) course at a time unless some obstacles interfere with it. No man shall work ahead of the line, except men on the leads and the men on the triggling. The triggling men shall be permitted to lay three (3) courses above the line.

Section 21.

Bricklayers and masons who work on jobs and expose themselves to extreme temperatures or work with black mastics or any other materials that may be injurious to health shall be allowed sufficient time to wash up before eating lunch and before quitting time. The Employer shall furnish all cleaning material.

Section 22.

Employers shall be permitted, if they so choose, to employ journeymen bricklayers who are covered by this Agreement on any job within the geographical jurisdiction of this Agreement without regard to the bricklayer's Chapter affiliation provided the bricklayer is a member in good standing in the Bricklayers & Allied Craftsmen Local 3. However, if an Employer fails to notify the Union or Chapter Representative of the location of a job before the commencement of work, the Employer shall be deemed to have forfeited the privilege granted by this Section and for the duration of the project shall be required to employ a fair percentage of journeymen bricklayers who are members of the Chapter having jurisdiction over the project. The loss of this privilege may be appealed to the President/Secretary Treasurer of Bricklayers & Allied Craftsmen Local 3 whose decision shall be final and binding on the Employer.

The privilege of mobility of manpower described above in this Section shall not serve to remove, negate, or in any fashion or manner, diminish any right, benefit or advantage granted to Employees by any other provision of this Agreement.

Specialty, waterproofing and restoration projects specified in Article XVI, Section 4 and cement masonry and plastering projects specified in Article XVI, Section 5, 6, shall be exempt from this provision; however, the provisions of Article XII Section 22 (a) and Article XI Section 2, and all other provisions, terms and conditions of this Agreement will apply to these categories of job site work.

- (a) Bricklayers and masons who are not members of BAC local 3 and its Chapters covered by the terms of this Agreement shall be employed on the job site on the basis of three (3) Eastern MA BAC Journeymen to one (1) journeyman from another area.

When a layoff occurs, journeymen who are members of another BAC Local Union other than those covered by the terms of the Agreement shall be the first to be laid off. This clause shall not apply to the continued employment of the foreman.

If there is not a sufficient number of Eastern MA BAC journeymen available to man a job site, the Employer may employ journeymen from another area.

Section 23.

All scaffold shall conform to Rules and Regulations for the Prevention of Accidents in Construction Operations as set forth in Industrial Bulletin No. 12, Department of Labor and Industries, Commonwealth of Massachusetts, April 19, 1967.

When mast climbing scaffolding is used on projects under the jurisdiction of the Union, the contractor shall make available at the project site a copy of the Manufacturer's Specification Data Sheets, User's Guide Erection Manual and Safety Information for the Model being used on that project. A list of licensed operators and erectors will be made available to the Union.

Section 24.

All scaffolding for stone, brick or tile walls (inside and outside) shall be not less than five (5) feet wide. On all tile, brick or stone walls, staging height shall not exceed five (5) feet, two inches. Scaffold height shall not be raised over four (4) feet at a time (bottom of pudlock to bottom of pudlock). No foot scaffolds or "hopping boards" shall be allowed.

Stocking of material on staging shall not be over four (4) feet above the area where the bricklayer is working. This Section shall not preclude the pre-stocking of material on staging. No stock is to be placed on the two planks that the bricklayer works on.

Section 25.

No overhand work shall be permitted. Scaffolds will be built on both sides of all walls more than one (1) unit in thickness, wherever possible.

Section 26.

All bricklayers and masons shall be provided with adequate safety devices when working on saws and when cutting out with pneumatic hammers or hammer and chisel such as goggles, respirators, fans for removal of dust, protection from drafts and dampness. The provisions of Section 192, Rules and Regulations for the Prevention of Accidents in the Construction

Operations, Industrial Bulletin No. 12, Department of Labor and Industries, Commonwealth of Massachusetts, April 19, 1967, shall be adhered to on all jobs.

Section 27.

All dry saws used for masonry must be equipped with a vent including an exhaust fan to the outside of the building and there must be an exhaust to the outside of the building. Men working on dry saws must be furnished goggles, respirator and other safety equipment as may be required.

Section 28.

All wet saws used in masonry shall be kept in a warm, clean, and dry covered place when being used. Bricklayers or masons working wet saws shall be supplied with rubber aprons, rubber gloves, rubber boots, goggles or glasses and other equipment necessary for the operation of a wet saw.

Section 29.

All suspended staging shall be three (3) feet below the top of the brick wall at all times.

Section 30.

A ratio of five (5) journeymen to one (1) apprentice shall be used on working and cleaning of brick work. Apprentices shall not be assigned to other than masonry work.

Section 31.

On new masonry operations, apprentices shall not be assigned installing masonry ties, applying waterproofing material and flashing, operating the masonry saw and other work assignments which decrease time from laying masonry units, more than 40% of the time per week.

Section 32.

When checks or numbers are used on an operation, they shall be distributed and collected during working hours.

Section 33.

Journeymen shall not be requested to take physical examinations, divulge their age or submit to any written questionnaire as a prerequisite of employment.

Section 34.

In refractory gunning operations, the handling and control of the nozzle, regardless of size, when applying any refractory material shall be on the same terms and conditions of employment as apply to hand applied work, except the nozzle operator shall receive a premium of twenty-five (.25) cents per hour above the journeyman's rate.

Section 35.

The Employer agrees to conform to all rules and regulations prescribed in the Occupational Safety and Health Act and applicable Massachusetts Safety Law.

Employees requested by an Employer to wear protective equipment shall have such equipment provided by the Employer at no expense to the Employee. Such equipment must be hygienic.

Section 36.

In order to protect the health and safety of Employees against the ill-effects of silicosis and other respiratory diseases, the dry cutting of all masonry units by means of hand-held operated, gas-powered or electric portable "chop" saws and skill saws shall be prohibited on all new masonry projects, effective September 1, 1998.

Section 37.

- (a) When cutting out on masonry restoration work, the Employer, whenever feasible, must ensure that engineering and work practice controls are in place to control the dust, such as a vacuum with a high-efficiency particulate air (HEPA) filter or another dust control system.
- (b) In accordance with OSHA, when other engineering and work practice controls are not feasible and respirators are required, Employers must provide Employees with appropriate respirators as part of their complete written respiratory protection program, which includes medical evaluation, training and fit-testing and the proper selection of respiratory cartridges.

Section 38.

The use of personal cell phones, ipods, radios and electronic devices is strictly prohibited at the site of construction projects during working hours.

ARTICLE XII-A

Additional Terms of Employment for Cement Finishers

Section 1

The setting of all strips and grades in connection with the laying of cement and other plastic material and the running of all bases including the setting of temporary grounds for same.

Section 2.

The setting of all glass in rooms and sidewalk lights, whether set in cement or asphalt.

Section 3.

The application and finishing of all cement or other plastic materials that may be used for damp or waterproofing purposes that are applied with a trowel.

Section 4.

The finishing of copings, sills and steps of plain concrete and the pouring and finishing of artificial stone.

Section 5.

The pointing and patching of all steel or metal window frames that touch concrete.

Section 6.

All types of magnesite composition flooring.

Section 7.

The operation of all machines in connection with cement masonry.

Section 8.

No concrete for finish to be poured unless cement masons are on the job.

Section 9.

When working overtime after 6:30 p.m. a paid one-half (1/2) hour shall be allowed for supper.

Section 10.

Any work done during the noon lunch period shall be paid at the rate of double time.

Section 11.

Screeds shall be set up by the cement masons for all finish concrete.

Section 12.

When a job calls for nine (9) men besides the foreman, the foreman shall not use the tools.

Section 13.

When the condition of the poured floor is such that it has not received its final troweling at 11 p.m., then the foreman may suspend the operations until the next day no earlier than 6 a.m., at which time work will resume on that same pour on a double time basis. All cement masons working on the pour at 11 p.m. must return when work is resumed.

Section 14.

All cement work shall be performed in a thorough workmanlike manner.

Section 15.

Whenever chemicals are used that would tend to accelerate the natural set of concrete at any time other than between the 15th of October and the 15th of April, cement finishers shall receive twenty-five cents (\$.25) more per hour. This is compensation for extra work involved to control such a composition.

Section 16.

The contractor shall provide ventilation or blowers to remove dust whenever a cement finisher is required to grind in a confined area.

Section 17.

It shall be the duty of the foreman to start sending men to dinner no later than 1 p.m.

Section 18.

Cement finishers shall not be expected to work in the rain without suitable rain gear supplied by the contractor.

Section 19.

Two (2) cement finishers shall work as a team at all times on the straight edge up to ten (10) feet, three (3) men up to fourteen (14) feet, four (4) men up to sixteen (16) feet and five (5) men up to twenty (20) feet. The foregoing shall not apply to mechanical screeding devices.

Section 20.

The slump shall be controlled in accordance with the specifications.

Section 21.

Laying out, screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights. The cutting of all cement and concrete for patching and finishing, with the exception of the preparation of a concrete surface to receive waterproofing when such surface is prepared with a double edged two (2) handed chipping hammer. The bush hammering of all concrete cast in place. The operation of the cement gun, the nozzle and the finishing machines and concrete cutting machines. The cement mason shall have the right to use all tools as directed by the Employer.

Section 22.

In guniting operations, the handling and control of the nozzle shall be on the same terms and conditions of employment as apply to hand applied work, except the nozzle operator shall receive a premium of twenty-five cents (\$.25) per hour above the journeyman's rate when handling a nozzle of one and one-half (1-1/2) inches or larger.

Section 23.

The union agrees to use any method and/or devices for application of products falling under their jurisdiction provided such method and/or devices are acceptable by the manufacturer of the cement or concrete products and the International Union of Bricklayers and Allied Craftsmen.

ARTICLE XII-B

Additional Terms of Employment for Plasterers

Section 1.

All work shall be executed in a thorough workmanlike manner, all wire and metal lath shall be given a good scratch coat which shall not be browned the same day. Scratch coat shall be thoroughly set before applying brown coat.

Section 2.

Keen's Cement and other smooth troweled finish shall be gauged by the plasterer.

Section 3.

Keen's cement shall not be adulterated with any gypsum product.

Section 4.

All angles shall be straightened with a bevel edge as required.

Section 5.

Float Sand Finishes shall be applied evenly over a brown coat, well floated and brought to an even surface.

Section 6.

All surfaces to be plastered shall be prepared by the plasterer when such surfaces require a bonding agent.

Section 7.

All brown coat shall be screeded, rodded, darbied and hand floated.

Section 8.

Men who apply brown coat, mineralite or thin coat shall straighten and float it. Men who gauge finish coat shall apply it, trowel it and brush it.

Section 9.

All interior and exterior plastering of Portland Cement, stucco, imitation stone or any other patent or plastics shall be the work of the plasterers.

Section 10.

The sticking and pointing of ornaments and the processing or sticking of artificial stone shall be the work of plasterers.

Section 11.

The casting, running, stocking, nailing, or screwing in place of plaster or composition caps and ornaments is the work of the plasterers.

Section 12.

The bull noses shall be run in place with a mold.

Section 13.

All cornices that can be run in place shall be run in place on the job.

Section 14.

The making of all molds for plaster model making, finishing plaster models, preparing all models for casting and casting of same shall be the work of the plasterers.

Section 15.

Suitable wooden tools shall be furnished by the Employer on all jobs.

Section 16.

All tools shall be cleaned before 4:30 p.m. All work shall be finished and left in a workmanlike manner by 4:20 p.m.

Section 17.

No plasterer will be allowed to work in any building that is not properly heated.

Section 18.

Except for fireproofing and soundproofing, all browning with machines which is to receive a finish coat must be done between screeds the same as hand applied.

Section 19.

The operation, the handling and control of the nozzle and use of the plastering machine shall be the work of the plasterer under the same terms and conditions of employment that apply to hand applied work, except the plaster machine operator shall receive a premium of twenty-five cents (\$.25) per hour above the journeyman rate when handling a nozzle of one and one-half (1-1/2) inches or larger.

Section 20.

The Union agrees to use any method and/or devices for application of products falling under their jurisdiction, provided such methods and or devices are acceptable by the manufacturer of the plaster products and the International Union of Bricklayers and Allied Craftsmen.

ARTICLE XIII

Apprentice Program

Section 1.

Effective July 15, 1982, there shall be established, by an appropriate Agreement and Declaration of Trust, pursuant to the provisions of Section 302 (c) of the National Labor Relations Act as amended, the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund.

Section 2.

Each Employer subscribes to and agrees to be bound by the provisions of the above Trust Agreement as amended and approves and ratifies all actions of the Fund Trustees taken within the scope of the Trust Agreement.

Section 3.

Each Employer agrees to pay the amount specified in Article III, Wages, effective July 15, 1982 to the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund for each hour paid to his Employees covered by this Agreement.

Section 4.

The payments provided for in Article III are to be reported on the same form, paid in the same manner and included in the same check as all Fund payments provided for in the Agreement.

Section 5.

The Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund shall be administered by a Board of Trustees designated by the parties to this Agreement with the Union and Employer Trustees to have equal voting power.

Section 6.

The Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund shall be used exclusively for the recruitment, training and education of apprentices and journeymen upgrading, for the administrative expenses of the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund and for the annual apprentice contest.

Section 7.

All parties agree to comply with the Standards of Apprenticeship as established by the Massachusetts Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund for the training of bricklayer apprentices and/or journeymen upgrading, advancement and cross training.

Section 8.

The plans of the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund are subject to the final approval of all the parties to this Agreement

Section 9.

All parties to this Agreement agree that all apprentices in the bricklayers and masons trade shall be indentured in the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund.

Section 10.

All questions of mutual concern that cannot be resolved by the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund shall be referred to the Plan of Arbitration as provided in Article XV of this Agreement.

Section 11.

Failure to contribute to the Fund shall be a violation of this Agreement.

Section 12.

Each Employer shall employ a ratio of one (1) apprentice to five (5) journeymen employed by the Employer when indentured apprentices are available and assigned to the Employer by the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund or authorized representative. In order to assure compliance, the Employer agrees to comply with a weekly reporting procedure.

No Employer shall lay off an apprentice for lack of work without giving at least twenty-four hour prior notice to the local authorized representative. Under the terms of this Section, a local apprentice shall be given preference on all cases.

Section 13.

The wages of apprentices covered by this Agreement shall be:

| | |
|-----------------|---|
| 1 st | 1000 hours 50% of the journeymen's rate |
| 2 nd | 1000 hours 60% of the journeymen's rate |
| 3 rd | 1000 hours 70% of the journeymen's rate |
| 4 th | 1000 hours 80% of the journeymen's rate |
| 5 th | 1000 hours 90% of the journeymen's rate |

Section 14.

The Fund shall submit annually at the close of the fiscal year to the Association, parties to the Agreement, a financial report showing income, expenditures and a list of all indentured apprentices with the proposed date of graduation of each said apprentice.

ARTICLE XIV

Equal Employment Opportunity

The Union and the Employer agree that no Employee shall be denied employment, penalized, disciplined or in any way disadvantaged because of age, race, religion, gender, national origin, veteran status, handicap/disability or sexual orientation.

ARTICLE XV

Plan of Arbitration

Section 1.

In case of misunderstanding between an Employee and the Employer or a dispute over the interpretation of the provisions of this Agreement, the matter shall be referred to the Employer and the President/Secretary-Treasurer of the Union, and the matter shall, failing adjustment, be adjusted as hereinafter provided.

A committee shall be appointed as an Arbitration Board, to consist of no more than three (3) members from the Union and no more than three (3) members from the Association, to whom will be referred any dispute arising over the interpretation of this Agreement. The Board shall meet to consider and act on the matter within three (3) days, and the decision of such Board shall be final and binding on both parties. Each party shall have equal voting power. The Board shall make its decision within seventy-two (72) hours. In the event of the failure of the Board to arrive at a solution, an umpire shall be chosen by them to whom the matter in dispute shall be referred, whose decision shall be final and binding. If an impartial umpire cannot be agree upon with five (5) days, the umpire shall be appointed by the American Arbitration Association and the arbitration shall be conducted under voluntary arbitration labor rules and the decision of the umpire shall be final and binding on both parties. The Board of Arbitration or umpire shall not have the power to add to, subtract from or modify any terms of this Agreement. The cost of the arbitration shall be borne equally by both parties.

ARTICLE XVI

Craft Jurisdiction

It is agreed that bricklayers work shall include, but not be limited to the following:

Section 1. 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 and residential building, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications and in all underground work, such as sewers, telegraph, electric and telephone conduits; including the installation of substitutes for bricks such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the IU Constitution.

All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, block arching, terra cotta cutting and setting, the laying of all tile plaster, mineral wool, cork blocks and glass masonry, or any substitute for above materials, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous materials, burnt clay or cement, or any substitute materials used for the above purposes, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings and the preparation and erection of plastic, castables or any refractory materials is bricklayers' work.

Cleaning, grouting, pointing and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall.

All terra cotta called unit tile in sizes over 6" x 12" regardless of method of installation; all quarry tile over 9" x 9" x 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 know as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like material in sizes larger than 6" x 12", 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 such materials. Brick paving comes under bricklayers' trade classification.

In addition, such other construction work in this area that has been done, as the custom and practice by members of this Union.

The setting, grouting, and dry packing of all plates and machinery shall be the work of the Bricklayers and Allied Craftsmen.

The installation of all types of wall ties and anchors that support masonry walls shall be the work of the bricklayers.

The grouting and filling of masonry units with insulation materials and rigid insulation installed in masonry walls shall be the work of the bricklayer.

Built in corner guards, bearing plates and loose lintels shall be the work of the bricklayers and allied craftsmen.

The installation, assembly and erection of all masonry panels, whether brick, tile, natural stone, cement, utilizing a light frame, steel stud backup system shall be the work of the members of the IU of BAC.

The cleaning, rubbing down, grinding, patching and coating with silicone or similar waterproofing material of masonry block walls shall be the work of the members of the IU of BAC.

The installation, pointing, cleaning and finishing of R-Brick, Pan-Brick or other thin brick systems installed mechanically and all thin brick set by hand in a thin-set mortar or adhesives shall be the work of the members of the IU of BAC.

The fabrication and installation of brick panels or other prefabricated masonry panels, including the rigging, hooking on, signaling, bolting and/or welding, the installation of all anchors and supports and other miscellaneous hardware shall be the work of the bricklayers.

The installation of all types of wall ties and anchors, including the strap and tie two-part anchoring systems, whether screwed, nailed, shot, set with epoxy or welded, that support masonry walls shall be the work of the bricklayers.

The laying, setting, bedding, pointing, grouting, steam cleaning, washing, spreading of asphalt and the sweeping of joints with sand, cement or stone dust of all paving units made of brick, stone, cement, precast or concrete, whether such units are interlocking, laid dry or in dry pack, mortar, sand, stone dust, asphalt, mastic or substitutes shall be the work of the bricklayer.

The installation of Nailon brick or similar burnt clay units including the cutting, fitting, nailing on, pointing, caulking and cleaning shall be the work of the bricklayer.

The cutting and patching of chases, channels, window and door openings or other openings masonry walls shall be the work of the bricklayer.

The toothing of all masonry units shall be the work of the bricklayer.

The application of all type of mastic, whether troweled or rolled on masonry and concrete and the installation of all types of flashing, whether installed dry or with mastic in masonry and concrete shall be the work of the bricklayer and mason.

The placement of all insulating materials, such Zonolite, Pealite, substitutes or sand into masonry walls shall be the work of the bricklayer.

The poring/handling of the nozzle of foam machines and attaching board-type insulation materials shall be the work of the bricklayer.

The installation of all insulation and substitutes where cement, mastic or other plastic adhesives materials are used, when such insulation is installed in floors, walls, partitions, roofs and ceiling insulation shall be the work of the bricklayer.

The application of insulating materials over boiler walls shall be the work of the bricklayer.

The placement of reinforcing materials, whether horizontal, vertical or otherwise, into the cavities/voids of masonry walls or any configuration shall be the work of the bricklayer. This shall include the horizontal, vertical or otherwise placement, lapping, joining, connecting or welding. Normal bending and/or tying shall be the work of the bricklayer.

The placing of grout into all types of masonry walls is the work of the bricklayer. The bricklayer will handle pouring of grout from a bucket or other container, and if a grout machine is used to pump this material in, the bricklayer 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 grouting of all windows, doors and axis panels encased in masonry, whether installed when the masonry is constructed or bolted on at a later date shall be the work of the bricklayer.

The application of all damp and waterproofing materials, sand, cement and chemical coatings, other substitute cement based materials, fireproofing materials and silicones, whether troweled or rolled on all masonry, cement, precast or concrete shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The troweling application of mastic and other waterproofing materials on dry wall stud walls used to back-up brick and other types of masonry veneer shall be the work of the members of the IU of BAC.

The installation of metal flashing and other various interrelated metal, including the fitting, cutting, screwing, soldering, sealing, set dry or with adhesives or mastic on any surface shall be the work of the member of the IU of BAC.

The installation of construction felt building paper, whether screwed, stapled, nailed or set with adhesives or mastic on to masonry, concrete, dry-wall, glass fiber or insulation boards, wood or any other surfaces shall be the work of the members of the IU of BAC.

When grouting masonry, the operation of the vibrator shall be the work of the members of the IU of BAC.

The complete installation of air barrier systems, combined air barrier and vapor barrier systems, multi-component air barrier systems, vapor transfusable air barrier systems and other engineered air barrier systems designed to conserve energy consumption and provide moisture protection on buildings and structures shall be the work of the members of the IU of BAC. The materials and methods shall include by shall not be limited to the following:

Sheet rubberized asphalt membranes (peel and stick), fluid applied materials (spray, brush, roller or trowel-applied), spray-applied polyurethane foam, smooth surface roofing membranes, modified bituminous self-adhering membranes, modified bituminous torch grade applied membranes, urethane foam, trowel-applied rubber-based adhesives, spray-applied rubber-based adhesive, plastic compounds, sheet metal, and foil-faced urethane insulation, all sealants and taping of joints in the backup system.

The laying, cutting, coating, insulating, reinforcing, grouting, patching, plastering and finishing with textured materials of autoclaved aerated concrete unit set in mortar, thin-bed adhesive mortar, dry or with adhesives shall be the work of the members of the IU of BAC.

The hooking-on, unloading, rigging, hoisting, signaling, tagging, landing and setting of autoclaved aerated concrete panels; and, the welding and/or bolting of support steel, steel clips, other parts and/or connections whether bolted or welded, and the installation of miscellaneous hardware necessary to complete the system shall be the work of the members of the IU of BAC.

The fabrication and installation of terra cotta, tile, brick and other prefabricated masonry panels and/or the hand-set thereof, when mounted dry to steel or aluminum framing or set dry on steel struts, and the rigging, hooking-on, signaling, unloading, tagging, setting, bolting and/or welding the installation of all supports, anchors and other hardware shall be the work of the members of the IU of BAC.

All interior and exterior plastering of Portland Cement, stucco, imitation stone or any other patent or plastics shall be the work of the members of IU of BAC.

The sticking and pointing of ornaments and the processing or sticking of artificial stone shall be the work of the members of the IU of BAC.

The water blasting machine or similar type of cleaning machines shall be the tool of the trade and operated by the members of the IU of BAC.

All exterior and interior cleaning of buildings, whether brick, stone, precast, cement or concrete, regardless of whether water, detergent, acid restorer or other substitute cleaning products are used, shall be the work of the IU of BAC.

The sandblasting, water blasting or other cleaning procedure used to expose aggregate or to prepare masonry to receive a new finish shall be the work of member of IU of BAC.

Sandblasting, water blasting or other cleaning procedure which will be performed in connection with the pointing or caulking of a building shall be the work of members of IU of BAC.

The complete installation of thin stone, porcelain, brick, terracotta and manufactured composite materials and panels, including the installation of lightweight grid systems, clips and miscellaneous metals.

The installation of mineral wool insulation.

The installation of metal pans and other backup systems, anchors and miscellaneous metals used to accept the installation of thin brick, porcelain, stone and terracotta, manufactured composite materials and panels.

The installation of insulated concrete form systems, including but not limited to, the setting of Styrofoam units, reinforcing, grouting and caulking.

The bricklayer shall have the right to use all tools necessary to complete his work, including but not limited to, hand tools, power tools, electric and air hammers or chipping guns.

Robotics and Emerging Technologies

The installation, setup, operation and maintenance of any robotic or mechanical device used for the installation of masonry units and materials including, but not limited to, the alignment

of the robotic or mechanical device on the scaffold; the performance of all measurements necessary for proper layout and installation of masonry units and materials; the loading, inputting or transferring of data, maps, measurements and plans into the robotic or mechanical device; the installation and adjustment of related guidance systems (e.g. laser guides); the coordination and proper placement of all masonry materials and mortar into or onto robotic or mechanical device; the calibration of the interface between the robotic or mechanical device; the calibrations of the interface between the robotic or mechanical device and other guidance systems; and all other adjustments and calibrations necessary for the proper functioning of the robotic or mechanical device.

The operation of the robot or mechanical device, including the operation of computers (including tablets and other portable electronic devices) and controls; all quality control operations that ensure that masonry units and materials are being installed properly (e.g., set plumb and level and spaced properly in terms of height and bonding requirements); the management of mortar controls; and the management of ongoing calibrations.

The cleaning and routine maintenance of the robotic or mechanical device.

REFRACTORY WORK

The Employer agrees to assign to Employees represented by BAC all work which has been historically or traditionally assigned to members of the IU of BAC, including but not limited to: dipping, setting, buttering, bedding, handing, pointing, grouting, caulking, cutting, tothing, fitting, plumbing, aligning, laying, flagging, leveling, installation of gaskets and expansion joint material, grinding, vibrating, tamping, guniting, insulation and spraying of all refractory materials, anchoring of all refractory materials by all means including bolting and welding, ceramic welding, removal and cleaning of masonry materials, to be reinstalled, final sandblasting of surfaces to receive additional refractory materials. Installation of chemical coating, fireproofing and membrane materials by any method required, surface spraying of all refractory materials and cleaning of coke oven walls, chambers and flues. Temporary bracing in coke oven repairs shall be done by Employees represented by BAC in coordination with other trades.

Backfill and vibrating of all refractory materials with electrical vibrators, air vibrators or any other methods shall be performed by the bricklayers.

Use of nozzle when refractory materials are used in furnaces, boilers, stacks, breechings and vessels shall be the work of the Bricklayers and Allied Craftsmen.

The setting, aligning, bolting, welding, insulating, patching and repairing of ceramic refractory panels shall be the work of the members of IU of BAC.

The installation by means of spraying or gun of Foamfrax Grade I and II Fiber Insulation, Isofoam Fiber Insulation or other similar types of insulating products, when installed over

existing refractory linings, existing ceramic fiber linings, or steel surfaces, shall be the work of the bricklayer.

The set-up of the Foamfrax Insulation Machine and all surface preparation work, including scraping with a curry comb or equivalent apparatus, removal of glazed or loose sections with pneumatic or electric chipping hammer, sandblasting and air blasting the surface clean, shall be the work of the bricklayer.

The installation and pumping of Cease-Fire Insulating Foam and other similar types of thermal ceramics used to reinsulate long pipe sections in underground steam lines where existing mineral wool, calcium silicate or asbestos insulation has deteriorated over time, shall be the work of the bricklayer.

Section 2. Stonemasonry

Stonemasonry shall consist of laying all rip rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects and customarily called "stone" in the trade).

Cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joint, and range ashlar not over ten (10) inches in height; the dressing of all jambs, corners and ringstone that are roughly dressed upon the beds, joints or reveals, and the 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 shall be considered stonemasonry.

The erection, installation, plumbing, leveling, aligning, as well as the installation of all parts and hardware and the anchoring, bolting and welding of all natural stone when natural stone is installed in pre-cast, metal or glass curtain wall systems shall be the work of the Bricklayers and Allied Craftsmen.

The work of the bricklayers and masons on natural stone-faced steel truss panels shall include but shall not be limited to the following:

All welding and/or bolting of the support steel to the building structure for the stone-faced steel truss panels.

All hooking on of the stone-faced steel truss panels.

All signaling and tagging of the stone-faced steel truss panels.

All rigging required for the stone-faced steel truss panels.

All hoisting, unloading, setting and landing of the stone-faced steel truss panels.

All final setting, including but not limited to the plumbing, leveling and aligning of stone-faced steel truss panels.

All temporary and final welding and/or bolting of panel to panel connections.

All temporary and final welding and/or bolting of the stone-faced steel truss panel connections attached to the building structure.

All temporary and final welding and/or bolting of wind bracing to the building structure of the stone-faced steel truss panels.

The assembly and setting up of all lifting mechanisms used to hoist or move stone-faced steel truss panels, including but not limited to hand derricks, truck and tower cranes, cherry pickers, Chicago booms, electric and manual chain falls, power buggy, mono-rail systems, except where licensed personnel is required.

The work of the bricklayers and masons on natural stone uni-strut systems or similar type grid systems shall include but shall not be limited to the following:

The installation of the stone support system, including the erection, plumbing, leveling, aligning, bolting, welding and anchoring of uni-struts or other similar type grid systems.

All welding of stud bolts whether by stud gun or arc welding.

The installation of tubular steel clip angles and other parts and/or connections, whether bolted or welded.

The installation, setting, shimming, landing and anchoring of natural stone onto uni-struts or similar type grids.

All final setting of natural stone, including but not limited to plumbing, leveling and aligning.

The installation of all miscellaneous hardware necessary to complete the system, regardless of the method of installation.

The fabrication and installation of limestone, granite or other prefabricated natural stone panels when mounted to steel or aluminum framing or set on steel struts shall be the work of the members of the IU of BAC.

All rigging, hooking on, signaling, bolting and /or welding, the installation of all stone supports and stone anchors and other hardware shall be the work of the members of the IU of BAC.

The installation of metal flashing and other various interrelated metal, including the fitting, cutting, screwing, soldering, sealing, set dry or with adhesives or mastic on any surface shall be the work of the members of the IU of BAC.

The installation of construction felt building paper, whether screwed, stapled, nailed or set with adhesives or mastic onto masonry, concrete, dry-wall, glass fiber or insulation Boards, wood or any other surfaces shall be the work of the members of the IU of BAC.

When grouting masonry, the operation of the vibrator shall be the work of the members of the IU of BAC.

The complete installation of air barrier systems, combined air barrier systems and vapor barrier systems, multi-component air barrier systems, vapor transfusable air barrier systems and other engineered air barrier systems designed to conserve energy consumption and provide moisture protection on buildings and structure shall be the work of the members of the IU of BAC. The materials and methods shall include but shall not be limited to the following:

Sheet rubberized asphalt membranes (peel and stick), fluid applied materials (spray, brush, roller or trowel applied), spray-applied polyurethane foam, smooth surface roofing membranes, modified bituminous self-adhering membranes, modified bituminous torch grade applied membranes, urethane foam, trowel-applied rubber based adhesives, spray-applied rubber-based adhesives, plastic compounds, sheet metal, foil-faced urethane insulation, all sealants and taping of joints in the back-up system.

All interior and exterior plastering of Portland Cement, stucco, imitation stone or any other patent or plastics shall be the work of the member of the IU of BAC.

The sticking and pointing of ornaments and the processing or sticking of artificial stone shall be the work of the members of the IU of BAC.

The stonemason shall have sole jurisdiction over hand derricks and other such lifting devices in connection with the setting of stone.

The cutting, dry packing, bedding, setting, pointing, rubbing, patching, grouting, grinding, steam cleaning and washing of all pre cast concrete panels, column covers, and "beams and tees" shall be the work of the members of the IU of BAC.

The cutting, setting and pointing of all concrete window mullions, steel or concrete lintels and concrete spandrel beams and all concrete prefabricated slabs shall be the work of members of IU of BAC.

The installation of lightweight rain screen metal grid systems used to backup and anchor thin stone, porcelain, manufactured stone and composite panels. The setting of thin stone, porcelain, composite panels and manufactured stone onto lightweight metal grid systems, including but not limited to, the installation of all anchors, metal bracing and other miscellaneous metals necessary to complete the work.

The installation of thin stone, porcelain, composite materials and manufactured stone onto a honeycomb or light metal frame backing and set with adhesives or mechanically fastened.

The stonemason shall have the right to use all tools necessary to complete his work, including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

Stonemasons shall have the right to use all tools which they consider necessary to achieve and complete the work under the foregoing category.

In addition, such other construction work in this area that has been done as the custom and practice by members of this Union.

Robotics and Emerging Technologies

The preparation, setup, calibration, loading, operation, cleaning, and routine maintenance of any mechanical devices, automated or semi-automated systems, lasers, robotics or other emerging technologies that are used to, including but not limited to, install, cut, set, lay, level, range, plumb, align, anchor, fasten, secure, point, joint, grout, fill, grind, polish, seal, clean, repair, replace or restore stone, masonry units, materials and surfaces, or that will otherwise assist the Stone Mason in performing any of the work described in this Agreement, as well as the preparation and ongoing maintenance of the work area to allow for the proper installation of stone, masonry units and materials.

Section 3. Artificial Masonry.

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 stonemasons 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 members of the IU of BAC, for which the highest rate of wages shall be demanded.

All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of size shall be the work of members of the IU of BAC, for which the regular wage scale in the jurisdiction where the work is performed shall be paid.

The erection and setting of fiberglass stone-faced wall panels, GFRC panels and units and other lightweight artificial stone, when said operation is a direct set from the truck to the structure, including the installation of lugs and other supporting steel and hardware, the hooking on, signaling and securing, the plumbing and aligning, grouting, patching, caulking, anchoring, bolting and welding shall be the work of the members of the IU of BAC.

The installation of metal flashing and other various interrelated metal, including the fitting, cutting, screwing, soldering, sealing, set dry or with adhesives or mastic on any surface shall be the work of the members of the IU of BAC.

The installation of construction felt building paper, whether screwed, stapled, nailed or set with adhesives or mastic onto masonry, concrete, dry-wall, glass fiber or insulation boards, wood or any other surfaces shall be the work of the members of the IU of BAC.

When grouting masonry, the operation of the vibrator shall be the work of the members of the IU of BAC.

The complete installation of air barrier systems, combined air barrier systems and vapor barrier systems, multi-component air barrier systems, vapor transfusable air barrier systems, and other engineered air barrier systems designed to conserve energy consumption and provide moisture protection on buildings and structures shall be the work of the members of the IU of BAC. The materials and methods shall include but shall not be limited to the following:

Sheet rubberized asphalt membranes (peel and stick), fluid applied materials (spray, brush, roller or trowel-applied), spray-applied polyurethane foam, smooth surface roofing membranes, modified bituminous self-adhering membranes, modified bituminous torch grade applied membranes, modified bituminous self-adhering membranes, modified bituminous torch grade applied membranes, urethane foam, trowel-applied rubber-based adhesives spray-applied rubber-based adhesive, plastic compounds, sheet metal, foil-faced urethane insulation, all sealants and taping of joints in the back-up system.

The laying, cutting, coating, insulating, reinforcing, grouting, patching, plastering and finishing with textured materials of autoclaved aerated concrete units set in mortar, thin-bed adhesive mortar, dry or with adhesives shall be the work of the IU of BAC.

The hooking-on, unloading, rigging, hoisting, signaling, tagging, landing and setting of autoclaved aerated concrete panels; and, the welding and/or bolting of support steel, steel clips, other parts and/or connections whether bolted or welded, and the installation of miscellaneous hardware necessary to complete the system shall be the work of the members of the IU of BAC.

The installation, cutting, grouting, waterproofing of segmental mortarless interlocking concrete or cement block wall systems, and mortarless interlocking concrete pavers shall be the work of the members of the IU of BAC.

In addition, such other construction work in this area that has been done as the custom and practice by members of this Union.

Bricklayers and masons shall have the right to use all tools necessary to complete his work, including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

Robotics and Emerging Technologies

The preparation, setup, calibration, loading, operation, cleaning, and routine maintenance of any mechanical devices, automated or semi-automated systems, lasers, robotics or other emerging technologies that are used to, including but not limited to, install, cut, set, lay, level, range, plumb, align, anchor, fasten, secure, point, joint, grout, fill, grind, polish, seal, clean, repair, replace or restore cement and concrete masonry units, precast and other kinds of artificial

masonry, materials and surfaces, or that will otherwise assist the Bricklayer or Mason in performing any of the work described in this agreement, as well as the preparation and ongoing maintenance of the work area to allow for the proper installation of masonry units, precast and other kinds of masonry and materials.

Section 4. Waterproofing and Restoration -Pointing, Caulking and Cleaning.

- (a) This branch of trade shall entitle the holder of a card of membership so marked to all rights and privileges anywhere in the jurisdiction of the IU of BAC providing his membership is in good standing.
- (b) This is not to be construed as denying the right of the brick or stone masons to apply themselves at this branch of trade.

Pointing, caulking and cleaning of all types of masonry on brick, stone or cement structures including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunite work. The caulking of all window frames or door frames incased in masonry on brick, stone, pre cast or cement structures shall be the work of the members of IU of BAC.

The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick and concrete. It shall include all grinding and cutting out, sand blasting and gunite work in same.

The application, regardless of the method, of waterproofing coatings and cement base materials, with or without color, on new or old exterior or interior walls made of brick, block, stone, cement, concrete, precast or artificial masonry shall be the work of the members of the IU of BAC.

The rigging, hanging, erecting of all swing scaffold, including the setting and hanging of sky hooks, outriggers, counterweights, tie-backs, lifelines, guard rails, electric motors and other swing scaffolding equipment shall be the work of the members of the IU of BAC.

The mixing of all caulking shall be the work of the members of the IU of BAC.

The sand blasting, water blasting or other type of cleaning and the application of all waterproofing material and fireproofing materials in the interior of water tanks or chests, stacks, silos chimneys and turbines shall be the work of the bricklayer.

The application of all damp and waterproofing materials, sand, cement and chemical coatings, other substitute cement based materials, fireproofing materials and silicones, whether troweled or rolled on all masonry, cement, precast or concrete shall be the work of the members of the IU of BAC.

All epoxy injection work, whether poured by hand, pointed or injected by machine under pressure on brick, stone, precast, cement and concrete shall be the work of the members of the IU of BAC.

The application of all chemical and epoxy coatings, including plastic coatings that combine with a matrix material and artificial aggregates of all types which form interior/exterior, decorative, non-structural finishes of wide imitative and artistic effect shall be the work of the members of the IU of BAC.

The water blasting machine or similar type of cleaning machines shall be the tool of the trade and operated by the members of the IU of BAC.

All exterior and interior cleaning of buildings, whether brick, stone, precast, cement or concrete, regardless of whether water, detergent, acid, restorer or other substitute cleaning products are used shall be the work of the IU of BAC.

The sandblasting, water blasting or other cleaning procedure used to expose aggregate or to prepare masonry to receive a new finish shall be the work of members of IU of BAC.

Sandblasting, water blasting or other cleaning procedure which will be performed in connection with the pointing or caulking of a building shall be the work of members of IU of BAC.

The application of all types of mastic, whether troweled or rolled on masonry and concrete and the installation of all types of flashing, whether installed dry or with mastic in masonry and concrete shall be the work of bricklayer and mason.

The placement of all insulating materials such as Zonolite, Pearlite, substitutes or sand into masonry walls shall be the work of the bricklayer.

The pouring/handling of the nozzle of foam machines and attaching board-type insulation materials shall be the work of the bricklayer.

The installation of all insulation and substitutes where cement, mastic or other plastic adhesive materials are used, when such insulation is installed in floors, walls, partitions, roofs and ceiling insulation shall be the work of the bricklayer.

The application of insulating materials over boiler walls shall be the work of the bricklayer.

The installation of oakum and polyurethane rope or other backing materials into joints and into expansion joints between the top of all cement block walls and steel ceiling decks or steel beams or concrete beams or around the perimeters of windows, doors, or other areas to be caulked shall be the work of members of IU of BAC.

The cleaning and/or preparation of any natural or synthetic concrete, masonry, stone, stucco or other materials surfaces to receive the application or installation of any dampproofing, flashing, sealant, waterproofing or water repellent systems and/or any epoxy or other chemical injection or

grouting and/or any anchoring, pinning, patching, reinforcing, rebuilding or restorative systems or procedures are the work of the IU of BAC.

The troweling application of mastic and other waterproofing materials on dry wall stud walls used to back-up brick and other types of masonry veneer shall be the work of the members of IU of BAC.

The installation of bituthene or other similar type waterproofing materials applied to drywall stud walls used to back-up masonry, or applied to CMU, concrete, or when used as a flashing materials shall be the work of the members of the IU of BAC.

The complete installation of Volclay Panels and other similar types of waterproofing systems, above or below grades, shall be the work of the members of the IU of BAC.

The application of all decorative membrane products such as Neogard, 3M, Tremco and similar type products, to be used either for vehicular, pedestrian or aesthetic value shall be the work of the members of the IU of BAC.

The power cleaning of masonry, stone, concrete and precast with limestone powder, crushed glass, walnut shells, talc, baking soda and other abrasive materials shall be the work of the IU of BAC.

The application of masonry, stone, precast and concrete patching systems such as: Jahn, Cathedral Stone, Sika, Thoro Systems and other similar patching systems and the application of bonding agents and required solvents shall be the work of the IU of BAC.

The installation of fire-stop caulking, security-grade caulking, other fireproofing materials and silicones, including joint preparation, priming and solvents used in connection with them, shall be the work of the IU of BAC.

Fire-stopping/smoke sealing of all penetrations, joints, gaps and openings, whether with sealants, sprayed on, dry-mix compounds, tapes, mechanical devices, pillows or a combination of material used to create a fire-stop systems, regardless of the backing materials used shall be the work of the members of the IU of BAC.

The installation of metal flashing and other various interrelated metal, including the fitting, cutting, screwing, soldering, sealing, set dry or with adhesives or mastic on any surface shall be the work of the members of the IU of BAC.

The installation of construction felt building paper, whether screwed, stapled nailed or set with adhesives or mastic onto masonry, concrete, dry-wall, glass fiber or insulation boards, wood or any other surfaces shall be the work of the members of the IU of BAC.

When grouting masonry, the operation of the vibrator shall be the work of the members of the IU of BAC.

The complete installation of air barrier systems, combined air barrier systems and vapor barrier systems, multi-component air barrier systems, vapor transfusible air barrier systems and other engineered air barrier systems designed to conserve energy consumption and provide moisture protection on buildings and structures shall be the work of the members of the IU of BAC. The materials and methods shall include but shall not be limited to the following:

Sheet rubberized asphalt membranes (peel and stick), fluid applied materials (spray, brush, roller or trowel-applied), spray-applied polyurethane foam, smooth surface roofing membranes, modified bituminous self-adhering membranes, modified bituminous torch grade applied membranes, modified bituminous self-adhering membranes, modified bituminous torch grade applied membranes, urethane foam, trowel-applied rubber-based adhesives spray-applied rubber-based adhesive, plastic compounds, sheet metal, foil-faced urethane insulation, all sealants and taping of joints in the back-up system.

All interior and exterior plastering of Portland Cement, stucco, imitation stone or any other patent or plastics shall be the work of the member of the IU of BAC.

The sticking and pointing of ornaments and the processing or sticking of artificial stone shall be the work of the members of the IU of BAC.

The caulking, cleaning and repair of metal and glass curtain wall structures, including the caulking of windows and door frames encased with such materials shall be the work of the members of the IU of BAC.

The below-grade application of waterproofing materials on to all surfaces, regardless of the method of application shall be the work of the members of the IU of BAC.

The cutting, welding and repairing of steel and reinforcing rods related to masonry repair shall be the work of the members of the IU of BAC.

The blast tracking, sandblasting, hydro-blasting, etching and other abrasive methods of preparing a concrete substrate. The sawing, chipping, cleaning and removal of deteriorated concrete and reinforcing rods and the patching, waterproofing and replacement of the same. All shotcrete and gunite preparation and application and the mixing of all patching material shall be the work of the IU of BAC.

The installation of rubber and steel seismic joint systems and miscellaneous iron shall be the work of the IU of BAC.

The installation of all types of flashing: membrane, copper-coated, sheet metal and rubber shall be the work of the IU of BAC.

The installation of bituthene, sheet rubber and other membrane waterproofing systems on decks, plazas, tanks, fountain, flower boxes, drywall, masonry, concrete and precast shall be the work of the IU of BAC.

The preparation and application of metallic waterproofing in elevator pits, water treatment plants and other applicable areas shall be the work of the IU of BAC.

The making of plaster or rubber-backed plaster molds for the fabrication of specialty masonry, stone and concrete elements and the casting of these units from molds with cementitious or resinous materials replicating the original elements in form, color and texture; and, the installation of fiberglass, plastic gypsum, vinyl and other substitutes shall be the work of the IU of BAC.

The fabrication, burning and welding of brackets, supports and anchors for replacement materials and the drilling, pinning and anchoring of masonry materials shall be work of the IU of BAC.

The toothing of brick and other masonry units and the selective demolition of masonry shall be the work of the IU of BAC.

The stripping of paint by chemical or mechanical methods from masonry, concrete and precast which is to be preserved or refinished shall be the work of the IU of BAC.

The operation of man-lifts, scissors, aerial lifts and other hydraulic equipment used to install materials, whether operated mechanically or manually, shall be the work of the IU of BAC.

The mixing and application of poultices and hydro silica for cleaning stone-carved and cut stone, using small points, scalpels and hand-held abrasives shall be the work of the IU of BAC.

The preparation and installation of carbon and glass fiber wrap fabrics and similar type materials applied wet or dry that are bonded to concrete and masonry structure and surfaces for strengthening purposes shall be the work of the members of IU BAC.

The installation of structural plates used to reinforce concrete and masonry shall be the work of the members of the IU BAC.

The removal of graffiti and the application of graffiti coatings by whatever means and methods.

All types of laser-cleaning and systems used to clean masonry, stone, concrete, ornamental work and statues.

The installation of fiberglass, plastic gypsum, reinforced concrete and vinyl substitutions.

The application of hot applied rubberized asphalt membrane waterproofing on floors, walls, decks, plazas, tanks, foundations, reservoirs, tunnels, flower boxes, balconies.

The application of liquid boot and other similar types of seamless spray-applied waterproofing and water-based membranes. The application of all types of elastomeric coatings and protective coatings whether sprayed, rolled or brushed, including primers, sealers and reinforcement fabrics.

The application of sprayed-applied polyurea protective waterproofing coatings on concrete, masonry, metal, wood and other substrates, including all surface preparation and priming.

Garage Rehabilitation/Restoration/Repair Work

The complete rehabilitation, restoration and repairs of parking garage structures will include but shall not be limited to the following:

The demolition of concrete, masonry and other materials.

Blast-tracking, hydro-blasting, sawing, chipping, scarifying, sandblasting, etching and other abrasive methods of preparing and cleaning the substrate.

Other surface preparation including the stripping of coatings and membranes.

Epoxy injection work, including the drilling and installation of ports.

The mixing of patching material, mortar and concrete.

Welding and burning.

All concrete placement and finishing work.

Application of all coatings, epoxies, membranes and chemicals.

Removal of existing caulking and the application of new caulking, backer rods and gaskets.

All gunite and shotcrete work, including the preparation, application and related waterproofing work.

Other assignments necessary for the complete rehabilitation, restoration and repair of the structure.

The use of all pneumatic and power tools necessary for the execution and completion of the work.

The Bricklayers and Allied Craftsmen shall have the right to use all tools necessary to complete his work, including but not limited to, hand tools, power tools, electric and air hammers or chipping guns.

In addition, such other construction work in this area that has been done as the custom and practice by members of this Union.

Robotics and Emerging Technologies

The installation, setup, positioning, calibration, loading, operation, cleaning and maintenance of any robotic, electronic, laser or mechanical device used for the application of dampproofing, waterproofing, weatherproofing, sealants and protective coatings. The installation, setup, positioning, calibration, loading, operation, cleaning and maintenance of any robotic, electronic, laser or mechanical device used for the cutting, tothing, grinding, scraping, blasting, pointing, grouting, cleaning, sealing and caulking of stone, brick, terracotta, concrete or other masonry surfaces and structures.

Section 5. Cement Masonry

The screeding, straightening, floating, tamping, troweling, rubbing, sacking, patching, brushing, chipping, bush-hammering, stamping and grinding by hand or machine on buildings, bridges, silos, elevators, smoke stacks, sills, copings, steps, stairs, risers, landings, platforms, curbs and gutters, wall footings, sidewalks, culverts, piers, streets, roads, alleys, roofs, tunnels, dams, viaducts, railroads, airports, water supply, irrigation, flood control, drainage systems, sewer and sanitation projects, power houses, refineries, canals, aqueducts, river and harbor projects, wharves, docks, breakwaters, jetties, mass or reinforced concrete slabs and all cement, concrete, brown stone compositions, mastic and gypsum material surfaces during their erection, alterations, repair modification, demolition, addition or improvement in whole or in part. Also, for fireproofing, waterproofing, cement and composition, base vault lights.

The finishing and washing of all concrete, composition flooring, exposed aggregate and plastic materials including the use of color pigment where specified, whether done by brush, broom, trowel, float or any other process.

The spreading, screeding, darbying, troweling and grinding of all types of magnesium oxychloride granolithic or composition flooring and base including the preparation of the sub-floor surfaces and the application of the required bonding agents both chemical and mechanical.

The snapping of all ties and removal of cones that remain after stripping that require patching and/or waterproofing.

The plugging and/or waterproofing of tie and cone holes using cement, plastic or any other material.

The cutting of nails, wire, wall ties and the like on all surfaces that are to be patched, rubbed or finished.

The application of all curing compounds, retarders and sealers that are to be applied as part of the finishing operation.

The laying, spreading, raking, priming and finishing of all hot or cold asphalt materials including bituminous concrete and cork asphalt surfaces when laid in buildings and yards adjacent thereto.

The rubbing, brushing or brooming, troweling, chipping of concrete surfaces that are to receive an application of waterproofing materials and also the patching, bush hammering, crandelling, washing or any other method that produces a surface or a finish on concrete.

The operation of any machine or hand tool that may be used to produce such surface or finish, including sandblasting, water and steam blasting.

The setting of all strips and grades in connection with the laying of cement, mastic and resilient and other plastic flooring materials and the running of all bases including and setting of temporary grounds for same, the application and sanding of all underlayment materials.

The grinding, chipping, filling, repairs and flash patching of all concrete floors, columns, walls and ceilings, the application of epoxies and other substitute materials for concrete resurfacing patching and underlayment.

The setting of all glass that is laid or set in concrete such as those in skylights or other areas that glass is used to reflect light through a concrete slab and also the sealing of same by asphalt or other mixtures that may be used to waterproof the glass inserts.

The setting of all machinery such as engines, pumps, generators, air compressors, tanks and so forth that are set on concrete foundations also in the setting of all base plates, sole plates, treads, pipes, doorjambs, hinges, etc. that are set in cement or concrete.

The installation of all types of cement and composition floorings including cove or straight base and including the preparation and application of the required bonding agents both chemical and mechanical.

The operation of the cement gun, the nozzle and all necessary screeding, floating and the finishing of all material applied by gun and the operation of the cement floor finishing machines; also, the necessary setting of all strips, wires and templates required in the installation of gunite, solarcrete and similar materials.

The laying and polishing of all mastic including the application of all necessary bases and adhesive and adhesive materials in connection with the work.

The setting of all curb and gutter forms, screeds, stakes, grades, grade nails, wet pads, wet screeds in construction that may be used for grading or leveling of concrete, gypsum, waylite, zoneolite, elasticell or any additive comparable to the aforementioned being used for the specific purpose of roof, deck or flooring material and all necessary rodding and striking off, brushing or brooming of all concrete or other products that may be required to produce a surface or finish including cutting.

The following shall be understood and agreed that it represents the normal accepted practice that the following named machines shall be construed to be the tools of the cement mason and it shall be his duty and obligation to operate same machines as such or any machine that is necessary for the performance and completion of the work of the cement mason:

Manual or power-driven bush-hammers, manual or power-driven grinding machines, power driven scoring or scarifying machines, manual or power-driven screeding machines, manual or power-driven cutting machines, power concrete sawing machines, electrically-powered leveling tool, power-driven floating and troweling machines, and the operation of control of all types of vacuum mats used in drying of cement and concrete floors in preparing same for finish.

In addition, the cement mason shall have the right to use all tools necessary to complete his work including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

Robotics and Emerging Technologies

The preparation, setup, calibration, loading, operation, cleaning and routine maintenance of any mechanical devices, automated or semi-automated systems, lasers, robotics or other emerging technologies that are used, including but not limited to, install, lay, form, spread, grade, strike, rod, vibrate, dry, float, trowel, edge, finish, cure, grout, inject, cut, grind, patch, polish, seal, clean, repair, replace, or restore concrete surfaces and structures, or that will otherwise assist the Cement Mason in performing any of the work described in this Agreement, as well as the preparation and ongoing maintenance of the work area to allow for the proper installation and finishing of concrete surfaces and structures.

Section 6. Plastering

The installation of exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent materials, artificial marble work, when applied in plastic form composition work in all of its branches, the covering of all walls, ceilings, soffits, piers, columns or any part of a construction or any sort when covered with any plastic material in the usual methods of plastering, whether hand or machine applied.

The casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks and patching by hand. All cornices, moldings, coves and bullnoses shall be run in place on rods and white mortar screeds and with a regular mold, and all substitutes of any kind, when applied in plastic form with a trowel or substitute for same.

All materials and sealants used for fireproofing, including application by spraying.

All precast plaster and prefab plastering work done in shops will be performed by the Union.

The application and preparation of veneer and acoustic plaster and special finish materials.

The operation, the handling and control of the nozzle and use of the plastering machine.

The installation of Drivit, Sto or similar type products installed and used in the same fashion, including all products used for exterior wall insulation finish systems, such as EFIS, and other insulation finish systems, including the use of a power nozzle.

All fiber materials which are blown onto wire lath, concrete, steel or any other base for the purpose of insulating or fireproofing.

All acoustic blocks, cork blocks, fiberglass board, foam glass Styrofoam or any other patent board when stuck with any plastic material.

The preparation, insulation and repair of all interior and exterior insulation systems, including, but not limited to outsulation, ultra-lation, lead abatement, encapsulation and fireproofing of all steel beams, columns, metal desks and vessels.

The installation, screwing, handling and welding of Drivit panels or similar type panels shall be the work of the plasterers and/or mason.

All work or processes which represent technological change, replacement, modification or substitution for the work described above.

The plasterer shall have the right to use all tools necessary to complete his work, including, but not limited to hand tools, power tools, electric and air hammers or chipping guns.

The taping of blue board, cementious board, level five sheet rock and other surfaces to be plastered, with dura-bond, paper tape, meshed tape and other similar materials shall be the work of the plasterer.

The installation of rigid board insulation and other similar backing material used for exterior wall insulation finish systems shall be the work of the plasterer.

Robotics and Emerging Technologies

The preparation, setup, calibration, loading, operation, cleaning and routine maintenance of any mechanical devices, automated or semi-automated systems, lasers, robotics or other emerging technologies that are used, including but not limited to, install, form, cast, stick, spread, spray, smooth, trowel, screed, rod, float, anchor, fasten, secure, tape, point, rub, polish, seal, clean, repair, replace or restore exterior or interior plaster materials or substitutes thereof, or that will otherwise assist the Plasterer in performing any of the work described in this Agreement, as well as the preparation and ongoing maintenance of the work area to allow for the proper installation of plastering materials or substitutes thereof.

Section 7.

The Employer agrees to assign to Employees represented by the BAC all work described in Article XVI, Sections 1, 2, 3, 4, 5, 6 and in addition, such other new methods or types of masonry work which may be mutually agreed upon between the parties to this Agreement in the future.

ARTICLE XVII

**Mason Contractors Association of Massachusetts
Construction Advancement Program**

Section 1.

Each Employer subscribes to and agrees to pay the amount shown in Article III for each hour paid under this Agreement to the Mason Contractors Association of Massachusetts Construction Advancement Fund.

Section 2.

An overtime hour for this purpose shall be considered a single hour.

Section 3.

The Fund will be used by the MCAM for the following express purposes:

- A. Education
- B. Safety and Accident Prevention
- C. Public Relations
- D. Equal Employment
- E. Intra-Industry Relations
- F. Market Research
- G. Information Services:

Provided that all such activity shall be exclusively devoted to the construction industry and only for the mutual benefit of signatory contractors and Employees represented by the Union.

Section 4.

The Fund shall not be used for any of the following expressly prohibited purposes:

- A. Lobbying in support of anti-union legislation.
- B. Supporting litigation which has been filed against the Union or any of its agents before any court or administrative body.
- C. Subsidizing contractors during a period or periods of work stoppages or strikes.
- D. Providing financial support to any program, organization, association or any other entity that is not specifically and exclusively devoted to the advancements of interests of Signatory Employers and their Employees represented by the Union.

Section 5.

All MCAM Construction Advancement Fund monies received by the MCAM shall be deposited and kept by the Association in a separate segregated account and shall not be co-mingled with other monies of the MCAM. As part of the administration of the Fund, there shall be an annual detailed audit of the Fund by an independent certified public accountant. A copy of the audit shall be made available to all parties hereto. In addition, the Union shall be entitled to review or receive, upon request, copies of the general ledger, cancelled checks, bank statements and any other pertinent financial records of the separate, segregated bank accounts of the MCAM Construction Advancement Fund. The information provided to the Union shall contain, at a minimum, a record of the receipts and detailed disbursement including identity of the recipients of the disbursement and the amount(s) of the disbursements.

Section 6.

In the event that the Union reasonably believes that the MCAM or the MCAM Construction Advancement Fund monies are being used for any of the purposes prohibited by Section 4 or for any other reason that does not fall within the spirit of this Article, the Union may utilize Article XV to seek a cease and desist order preventing the MCAM or the MCAM Construction Advancement Fund from using monies in an inappropriate manner and may also seek an order requiring the Employer Association to reimburse the MCAM Construction Advancement Fund for any monies found to be improperly used

Section 7.

The Employer, Association and Trustees shall indemnify and hold harmless the Union from any claims or actions arising under this Article, including the furnishing of counsel to defend against such claims and actions.

Section 8.

In order to ensure compliance with the purposes of the MCAM Advancement Fund, the Union in its sole and exclusive discretion shall have the right to terminate the \$.10 per hour contribution to the MCAM Advancement Fund upon sixty (60) days' notice to the Association, if in their

judgement the monies are not being spent adequately for the betterment of the masonry industry and the purposes specified in Article XVII Section 3. This provision shall not be subject to arbitration.

ARTICLE XVIII

International Masonry Institute Trust

Section 1.

Each Employer signatory hereto subscribes and agrees to be bound by the Agreement and Declaration of Trust of the International Masonry Institute Trust (IMI), including International Masonry Apprenticeship and Research and Development Trust, established 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/or to the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, November 6, 1974).

Section 2.

Each Employer agrees to pay to said Fund the amounts set forth in Article III Wages, for each hour paid to each bricklayer and mason, including apprentices, covered by this Agreement. Payment shall be reported and paid monthly along with the other contributions as provided in this Agreement.

ARTICLE XIX

Bargaining Recognition

BAC Local 3 Recognized.

This Agreement shall certify that each Employer has satisfied itself or had an opportunity to satisfy itself that the Union in accordance with Section 9(a) of the National Labor Relations Act represents a majority of its Employees employed under this Agreement and, therefore, is the exclusive bargaining representative for and on behalf of all Employees employed by such Employer or Contractor wherever and whenever employed during the term of this Agreement, except supervisory Employees and other Employees excluded under the provisions of the National Labor Relations Act as amended.

Each Employer signatory to this Agreement, individually or through membership in a multi-employer bargaining unit, waives any right that he or it may have to terminate, abrogate,

repudiate or cancel this Agreement during its term, or to file any petition before the National Labor Relations Board seeking to accomplish such terminations, abrogation, cancellation or repudiation.

ARTICLE XX

Expiration

Section 1.


This Agreement will expire July 31, 2022, but if neither party to this Agreement gives notice in writing to the other party on or before June 1, 2022 that it desires a change after August 1, 2017, then this Agreement will continue in effect until August 1, 2023, and so on each year thereafter unless on or before June 1 of each year thereafter a notice is given by either party. The parties to this Agreement jointly agree, pursuant to the above provisions of this Article XX to participate in joint negotiations for the successor Collective Bargaining Agreement.

This Agreement shall be binding upon each Employer, its successors and assigns.

Section 2.

The Employer and the Union will bargain in good faith with respect to renewal or extension of the current or any subsequent Collective Bargaining Agreements.

MASON CONTRACTORS ASSOCIATION
OF
MASSACHUSETTS, INC.



BRICKLAYERS & ALLIED CRAFTSMEN
LOCAL NO. 3
EASTERN MASSACHUSETTS



MEMORANDUM OF UNDERSTANDING

Special Construction Provisions

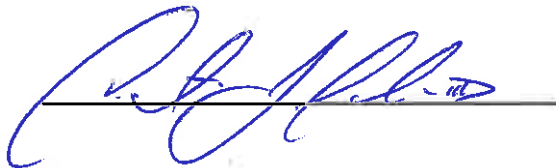
The parties recognize the need for fair competition on all construction work performed by contractors to assure community standards as provided for in this Collective Bargaining Agreement.

Therefore, no later than five (5) days of the bid date of any job that comes within the above category or during negotiations for a job, the Employer or Association may request a pre-bid conference for the purpose of analyzing any difficulties which he may have bidding said job. The request shall be diverted to the President/Secretary-Treasurer of the Union. In the event an agreement is reached the terms will be reduced to writing and reasonable efforts will be made to advise the Signatory Employers Association of the Agreement, including other Signatory Contractors who are bidding on the job that the Union is aware of.

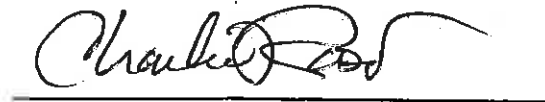
The Union recognizes the threat of unfair competition and threats from others on its crafts jurisdiction and will do all that is possible to promote a Union Employer, including holding a pre-bid and/or pre-job conference on an individual project basis, to mutually agree on ways to enable the Employer to be more competitive against unfair competition.

It is expressly understood that no modification or deviation may be made from the existing Collective Bargaining Agreement except by mutual agreement of the parties. It is further understood that no matter arising hereunder shall be subject to arbitration. It is the intent of the parties that this procedure will be utilized where circumstances warrant and that the Employer will not abuse this procedure.

**MASON CONTRACTORS ASSOCIATION
OF
MASSACHUSETTS**



**BRICKLAYERS & ALLIED CRAFTSMEN
LOCAL NO. 3
EASTERN MASSACHUSETTS**



SCHEDULE A

The following is a list of members of the Mason Contractors Association of Massachusetts (MCAM) and/or those Employers who have assigned their negotiating rights to MCAM and agreed to become part of the multi-employer bargaining group for the purpose of entering into a Collective Bargaining Agreement with the Bricklayers and Allied Craftsmen Local 3 Eastern MA.

Architectural Paving & Stone, Inc.
Beacon Waterproofing and Construction, Inc.
C & S Company, Inc.
Calhess Restoration & Waterproofing Corp.
Chapman Waterproofing Company
Cantarella & Son, Inc.
Contracting Specialists, Inc.
East Coast Air Barrier & Restoration, Inc.
Empire Masonry Corp.
Folan Waterproofing & Construction Co., Inc.
Grande Masonry, LLC.
LAL Masonry, Inc.
Marmelo Brothers Construction Co., Inc.
P.J. Spillane Co., Inc.
Phoenix Bay State Construction Co., Inc.
Pizzotti Brothers, Inc.
Salvucci Masonry Co., Inc.
Spino Brothers, Inc.
United Stone & Site, Inc.
The Waterproofing Co., Inc.