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Title: **Employing Bricklayers Association of Delaware Valley and International Union of Bricklayers & Allied Craftsmen (BAC), Local 1 (1997)**

K#: **8551**

Employer Name: **Employing Bricklayers Association of Delaware Valley**

Location: **Philadelphia PA**

Union: **International Union of Bricklayers & Allied Craftsmen (BAC)**

Local: **1**

SIC: **1741**

NAICS: **23814**

Sector: **P**

Number of Workers: **2400**

Effective Date: **05/01/97**

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K 8551
2,400 workers

AGREEMENT

**TO GOVERN
THE WORKING RELATIONS
BETWEEN
THE**

**EMPLOYING
BRICKLAYERS
ASSOCIATION
OF
DELAWARE VALLEY**

**AND
LOCAL NO. 1
OF PA.**

**INTERNATIONAL UNION
OF
BRICKLAYERS & ALLIED CRAFTSMEN
FOR THE TERM**

**BEGINNING
MAY 1, 1997**

**AND ENDING
APRIL 30, 2000**

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THESE ARTICLES OF AGREEMENT, entered into by and between the EMPLOYING BRICKLAYERS ASSOCIATION OF DELAWARE VALLEY, hereinafter referred to as THE NEGOTIATING AGENT, party of the first part.

- and -

BRICKLAYERS LOCAL NO. 1 OF PENNSYLVANIA, INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTSMEN, hereinafter referred to as the UNION, party of the second part.

ARTICLE 1

Parties to Agreement

1:1 The Employing Bricklayers Association of Delaware Valley has negotiated this Agreement and is a party hereto as the bargaining representative of its present and future members and those other Employers from whom it accepts Agency designation, for the purposes of this Agreement, on a per job basis, hereinafter referred to as **THE EMPLOYERS**.

When an Agency Agreement is accepted, the Employer shall immediately post, with the Administrator of the Funds, provided for herein, a thirty-thousand dollar (\$30,000) cash bond, as security for the payment of the Funds, and, in addition, shall pay in advance of starting the job, one month's contribution to the Funds. Thereafter such agency Employer shall make all contributions to the Funds set forth in Schedule "A" on a weekly basis. The agency Agreement between the Employing Bricklayers Association and the Agency Employer shall be incorporated herein and made part hereof.

1:2 The Bricklayers Local No. 1 of Pennsylvania, International Union of Bricklayers & Allied Craftsmen, has negotiated this Agreement and is a party hereto as the collective bargaining representative, in respect to wages, hours and working conditions for the bricklayers, caulkers on new work, stone setters, stone masons, pre-cast concrete specialists and Apprentices (who are within the jurisdiction of said Union) employed by the Employers in the area herein defined, exclusive of supervisors, as defined by the Labor Management Relations Act of 1947, hereinafter referred to as **THE EMPLOYEES**.

1:3 The liability of the Employers, as members of the Negotiating Agent, for any breach of the Agreement shall be several and not joint, with each Employer being responsible only for the acts of actions of such individual Employer.

1:4 The liability of the Negotiating Agent for any breach of the Agreement shall be only that of a bargaining representative and without any responsibility whatsoever for the acts or actions of the individual Employers.

ARTICLE 2

Union Security

All Employees, who are presently members of the Union, shall maintain their membership in good standing in the union, in order to continue in employment. All Employees employed by the Employer who are not members of the Union, and/or all Employees who hereafter become employed by the Employer, shall, as a condition of continued employment, become and remain members of the Union after the seventh (7th) day following employment, or after the seventh (7th) day following the effective date of this Agreement, whichever is the later.

ARTICLE 3

Purpose of the Agreement

3:1 The purpose of the Agreement is to formulate and establish a plan for governing and administering the bricklaying industry within the area hereinafter defined, which will tend to afford better service to the public, to promote and maintain a more cooperative understanding and association, not only between the Employers and the Employees, but also among the several Employers, and to insure a continuance of the harmonious and amicable relationship now existing between the Employers and the Employees, by providing a working understanding for the mutual benefit and protection of both the Employers and the Employees.

ARTICLE 4

Application of the Agreement

4:1 The terms of the Agreement, its interpretation, amendment, change and everything in regard to its operation and enforcement shall be applied, in accordance with, and governed by and subject to, insofar as the same are currently applicable, the provisions of the National Labor Relations Act, as amended, the rulings and regulations issued by the National Labor Relations Board, or its agents, and all judicial bodies having legal jurisdiction thereof.

4:2 Any provision herein contained, which is held to be contrary to or in violation of any federal, state or municipal law now in force and effect, or that may be hereafter enacted and effective, shall have no force or effect during the duration of such avoidance; provided, however, the remaining and all other provisions of the

Agreement, shall continue in full force and not be affected thereby.

ARTICLE 5

Term of the Agreement

5:1 The Agreement shall be binding and continue in effect for the period beginning on May 1, 1997 and ending on April 30, 2000.

5:2 The Agreement, as modified or changed in accordance with the provisions hereof, shall continue in full force and effect after April 30, 2000, for successive yearly periods beginning on May 1 and ending on April 30, unless written notice shall be given, by either party, to the other, at least sixty days prior to April 30, 2000, or any current anniversary date thereafter, of the desire to modify, amend or terminate the current agreement, and, indicating in detail the respects and extent of the proposed change, if the current agreement is to be modified or amended; provided, however, if any change is proposed to be made in Article VIII in regard to compensation, then such notice shall be given, then the current agreement shall be open for modification, amendment or termination, according to the notice, on April 30, 2000, or any subsequent current anniversary date, as the case may be.

ARTICLE 6

Area Covered By Agreement

6:1 The Agreement shall cover and be applicable to, all bricklaying, stone masonry and caulking of new work, including both commercial and house work, performed within the geographical boundaries of Local No. 1 of Pennsylvania, provided that it is understood, that on house work, conditions and wages shall be that of Local 64, and shall prevail on work normally designated as house work. Territorial boundaries of the Union shall be as it is defined at the time of the signing of this agreement.

It shall also cover such other territory, that shall be determined and approved, from time to time, by the international Union of Bricklayers & Allied Craftsmen, to be within and under, the jurisdiction of any or all of the said local Unions if the following conditions are met:

(A) Local No. 1 shall notify the Employer with regard to the annexed territory. Such notice shall define and outline the annexed territory.

(B) Seven (7) days from the postmark of such notice, this agreement shall apply in the annexed territory provided that

(C) All work underway or bid, in the said annexed territory, prior to the eighth (8th) day after postmark of such notice, shall be completed at the rate and under the conditions prevailing when work was bid.

ARTICLE 7

Working Hours and Holidays

7:1 All work shall start at the Tool House and end on the Scaffold.

(A) **Regular Hours of Work:** Monday through Friday -
Masons, Caulkers, and Stonemasons:

7:00 a.m. to 12 noon - 12:30 p.m. to 4:30 p.m.

(B) **Lunch Period:** At all times the lunch Period shall be 12 noon to 12:30 p.m. Starting on the Scaffold and ending in the Tool House.

Sewer bricklayers shall govern their own starting and stopping time. They shall, however, not be allowed to work more than eight (8) hours in one day or more than forty (40) hours in one week unless they are paid overtime. The Union is to be notified if hours outside regular hours are to be worked.

7:2 Where any security or other type of check system or general time checking booth or system is used for the bricklayers, either separately or in conjunction with the various trades, upon any job operating, then the Employer shall allow the bricklayers to quit work ten (10) minutes prior to the regular quitting time, to check out, and the bricklayers shall be paid for this ten (10) minute period.

It shall make no difference whether bricklayers are required to check out as the result of the action of any general Contractor, subcontractor, plant owner or plant security system, etc., and regardless of whether or not the Employer has control over the same.

7:3 Bricklayers working on major fire brick, shall stop work 10 minutes before lunch and 10 minutes before quitting time, to wash up. On isolated fire brick lining, 5 minutes shall be taken at lunch and quitting time.

7:4 All Refractory Hot Work to be paid at the rate of Time and a Half, except Sundays and Holidays, which will be paid at the Double Time Rate. Hot Work defined as having to wear protective garments, as asbestos suits, wooden shoes, or in, or on, heated area.

7:5 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and all Saturdays and Sundays shall be considered hereunder, and herein referred to, as HOLIDAYS.

7:6 On Veteran's Day, there shall be a five minute suspension of work, from 11:00 a.m. to 11:05 a.m. in memory and honor of the patriotic dead. A

whistle shall be blown at 11:00 a.m., and again at 11:05 a.m. to indicate the stopping and starting of work.

ARTICLE 8
Wages, Fringe Benefits, Employer Contributions
and Employee Deductions

8:1 There has been negotiated between the Negotiating Agent and the Union, a Health and Welfare Plan, and a Pension Plan.

The entire cost of these plans, is to be paid from the Welfare and Pension Plan Trust Funds.

(A) Each Employer, shall pay monthly, to the Welfare and Pension Funds of the Union, in whose territory his work has taken place, or is taking place, the amount of hourly contribution specified, in attached Schedule "A" (a schedule or rates included and made part of this agreement) for each hour worked, by all bricklayers, stonemasons, stone setters, caulkers, pre-cast concrete specialists, Apprentices, superintendents and foremen in the respective territories, regardless of their individual, Local Union affiliation.

(B) Effective with the period commencing on November 1, 1994, all covered employers agree to contribute on behalf of their covered employees into the Bricklayers and Trowel Trades International Pension Fund in the amount per hour as specified in the Schedule of rates. For the duration of this six-year Collective Bargaining Agreement, all hourly contributions paid into the aforesaid Pension Fund will be paid out of the total negotiated monetary package.

(C) All overtime hours shall be paid for at Time and a Half for all the Funds shown above.

(D) Each of the above Funds shall be under the sole jurisdiction of a Board of Trustees.

(E) The Welfare Fund Administrator shall be appointed by the Trustees.

(F) In each instance the Trustees shall fix and determine the compensation, term of office and expense allowance of said Welfare Fund Administrators.

(G) All monies due these Funds shall be paid as directed, from time to time, by the Trustees.

(H) Other provisions pertaining to these Funds, are more particularly covered, in the respective Agreements and Declarations of Trust, which, by reference, are incorporated herein, and made part hereof. The following, specific requirements are set forth below:

(1) All Welfare and Pension reports and payments are due, by the 15th day of the month, following the month in which hours were worked. Reports postmarked after the date due are delinquent, and will be assessed a penalty of five percent (5%) a month, of the total due, for Welfare and Pension.

(2) The above provisions of 7 (a) are also applicable to delinquencies, in the case of all Employer monthly contributions, as provided for, in accordance with, the terms of the collective bargaining Agreement between the parties hereto, as well as to delinquencies, in the case of monies actually deducted from Employees' net wages, for dues Check-off, as provided herein.

(3) The duly authorized Union Representative, after notification to the duly authorized representative of the Employing Bricklayer Association of the Delaware Valley, shall have the right, to withhold Employees covered by this Agreement, from all jobs of any delinquent Employer, who has been assessed a penalty, in accordance with the provisions of G(1) and (2) above, until such time, as all contributions and penalties have been paid. In the event of such a work stoppage, the delinquent Employer shall pay each Employee who is denied work, because of a delinquency, for all hours lost, up to two (2) full work days, before work can be resumed, provided, however, that:

(a) No Employee shall be withheld from a delinquent Employer hereunder, until the duly authorized Union Representative or the Administrator of the Welfare and Pension Funds, shall have first communicated with the said delinquent Employer, appraising him of the delinquency in contributions and/or penalties, and demanding payment within twenty-four (24) hours.

(b) No Employees shall be withheld from a delinquent Employer hereunder, where the delinquent Employer has posted a bond and/or cash, to secure his obligation to make reports and do payments to the Welfare and Pension Funds. Provided, that the amount of the bond and/or cash posted as security, is sufficient to satisfy all monies due, including penalties plus six (6%) interest.

(c) The above provisions of G(1) and (2) are also applicable, to delinquencies, in the case of all Employer monthly contributions, as provided for, in accordance with the terms of the collective bargaining Agreement, between the parties hereto, as well as to delinquencies, in the case of monies actually deducted from Employees net wages, for dues Check-off as provided herein.

(I) The Administrator of the Welfare and Pension Funds, shall supply the duly Authorized Representative, and the duly authorized representative of the Employing Bricklayers Association of Delaware Valley, a monthly written

report, listing all Employer delinquencies.

(J) When it is estimated, that the Employer's work in the area covered by this agreement, shall last for less than six (6) weeks, or when he has a record of poor payment, in this or other areas, or has previously been delinquent in this or other Funds, or has signed an agency Agreement for one job only, or there is any reason to anticipate a delinquency in any payments required, in accordance with the terms of the collective bargaining Agreement between the parties hereto, then, such Employer, may be required, to furnish a bond and/or cash or other satisfactory security of Ten Thousand Dollars (\$10,000) for each Fund (Welfare and Pension Funds): a guarantee of payment to the Trustees of each Fund, for the duration of his work, or until final payments are made, or until the Trustees shall release said Employer from such financial guarantee. In addition, said Employer may be required to pay all monies due, immediately upon request, over to any authorized agent or representative designated by the Board of Trustees.

(K) As an additional safeguard, an Employer may be required, by the Trustees, to make weekly payments, for the various Funds, as provided for, in accordance with the terms of the collective bargaining Agreement, between the parties hereto.

(L) The Board of Trustees, or their authorized agents, may, at any reasonable time, examine any and/or all records of the employer, to establish that all money required, under the terms of this Agreement, have been paid to the respective Funds. Failure, or refusal, of an Employer, to permit an audit of such records, shall be cause for the duly authorized Union Representative to withhold Employees from all job operations of the Employer.

(M) the Board of Trustees of the above Funds, shall make available, reporting forms, for the purpose of reporting hours. These reporting forms, along with the checks made payable to Bricklayers Local No. 1 Benefit Funds, should be mailed to the Fund Administrator.

8:2 Hourly Wage Rates:

(A) Regular: Hourly wage rates shall be paid to all Employees covered by this Agreement, in accordance with the rates specified in Schedule "A" (this schedule of rates included and made part of this Agreement.) In addition, deduction shall be made, in accordance with the rates specified in Schedule "A".

(1) Check-off: The Employer shall deduct from the wages of all Employees, within the jurisdiction of Bricklayers Local No. 1 of Pa., who are

covered by this Agreement and who have signed and delivered to the Employer, proper legal authorizations for such deduction, the rates specified in attached Schedule "A" (schedule of rates page included and made part of this Agreement) for each hour for which payment of wages, or guaranteed compensation, has been made. Such deductions shall represent supplemental Union membership dues.

The Employer also agrees, to deduct an amount from the pay of each Employee who is a Union member, and who executes a voluntary Check-off authorization form, for the Bricklayers and Allied Craftsmen Political Action Committee (BACPAC). Deductions shall be in the amount, and at the intervals specified, on the Check-off authorization form. The Employer agrees to transmit BACPAC deductions, to the Treasurer of BACPAC, in care of the Local No. 1's Fund Administrator. These transmittals shall occur on a monthly basis, and shall be accompanied, by a list of the names of those Employees, for whom BACPAC deductions have been made, and the amount deducted for each Employee.

The Deduction shall continue for the life of this Agreement, for those Employees who sign BACPAC authorization forms, unless they are revoked, individually and in writing.

These Funds shall be paid over to the Union, once monthly, as supplemental dues, on behalf of the members, and supplemental service charges, on behalf of non-members of Local No. 1 working within the area covered.

(2) International Union Dues Check-off: The Employer shall also deduct an amount specified in schedule "A", from the wages, of each Employee who has signed a Check-off authorization, conforming to federal law, and transmit monthly, to the Union, (or to any agencies designated by said Union for the collection of such money), the sum for each hour paid, which the Union has specified, or specifies from time to time, and so advises the Employer, in writing, as the portion of each Employee's Union dues, to said Union, to its international Union, subject to Check-off. The sum transmitted shall be accompanied by a statement, reporting the name of each person whose dues are being paid and the number of hours each Employee has been paid.

Each Employer shall be held responsible for the deductions herein set forth and, for failure to make such deductions, will be subject to the same terms and conditions, as provided for in Article 8, for failure to report to Welfare and Pension Funds.

Union Local No.1 agrees to indemnify each Employer against loss sustained because of any action, legal or otherwise, taken by any Employee, from whom such deductions have been made.

Local No. 1 shall provide Check-off Authorization Cards, in sufficient number, for each Employer. No Employer shall be responsible for the checking-off of supplemental dues or charges, unless, and until, the authorization cards are supplied. And, no Employer shall be held responsible for the checking-off of such supplemental dues or charges, unless the Employee shall have authorized him to do so, through the signing of a Check-off Authorization Card.

The Union shall be notified immediately if an Employee in Local No. 1 area refuses, at any time, to sign the Check-off Authorization Card.

(B) Overtime: All overtime hours worked, shall be paid for at the rate of Time and a Half the above figures. Commonly spoken -- Overtime rate is Time and a Half. All time worked, before and after the established eight (8) hour day, Monday through Friday, and all time worked on Saturday, shall be paid at a Time and a Half rate. All time worked on Sundays and Holidays, as specified in Article 7.5 of this Agreement, shall be paid for at the rate of Double the Base Rate.

(C)Apprentice Rates shall be the appropriate percentage, as set forth in Article 8, Section 10, of the applicable rates.

8:3 Journeymen who are acting in the capacity of a working leaderman, shall receive due compensation.

8:4 Journeymen and Apprentices shall be paid for overtime, at a rate equal to Time and a Half the Straight Time rate, which is hereinafter referred to as THE OVERTIME RATE.

8:5 Journeymen and Apprentices shall be paid, for all work done on Holidays, at the overtime rate.

8:6 Workmen covered hereby, when going from one job operation to another, during working hours, at the direction of the Employer, shall be paid therefor.

8:7 Employees covered hereby, shall be paid Time and a Half the Straight Time rate, for shift work performed after the last shift on Friday and for the next forty-eight (48) hours, on Saturday and Sunday.

8:8 Journeymen who have been hired, and requested to report for work, by any Employer, and who, after reporting at the job site, with their tools, ready for work, are not put to work, shall be paid to three and one half (3.5 hours) at the Straight Time rate, unless the failure, to put such Employees to work, is due to inclement weather, or other conditions over which the Employer has no control, when no such compensation shall be paid, or unless the Employee has been terminated by the Employer, for a just cause, or recently discharged from the job

operation requesting the men.

8:9 Employees shall not lose any time while waiting for the building of scaffold, during working hours.

Further, there shall be no lost time for the stocking of scaffolds, provided, it is not the fault of the Employer.

8:10 Apprentices shall be paid a percentage of the Journeyman's rate, as follows:

0 - 500 hours worked	50%
501 - 1,000 hours worked	55%
1,001 - 1,500 hours worked	60%
1,501 - 2,000 hours worked	65%
2,001 - 2,500 hours worked	70%
2,501 - 3,000 hours worked	75%
3,001 - 3,500 hours worked	80%
3,501 - 4,000 hours worked	90%

8:11 If an Employer, bound by the terms of this Agreement, shall bring within the area, covered out-of-town Journeymen or Apprentices, paying to any of either, a rate in excess of the respective wage rates hereinabove described, he shall be required, while such out-of-town Employee is so employed, to pay the higher rate, to all Employees in the affected classification.

8:12 The Agreements establishing each of the Funds mentioned in Schedule "A", are made part of this Agreement, and each shall be binding on each Employer. It is further understood and agreed, that the administration of the Funds, will be under the exclusive control of the respective Funds.

Payment to Funds will be made monthly, by the Employer, together with the monies due for the Welfare and Pension Funds, and then, forwarded to the respective Funds, on a monthly basis, for their exclusive use, in accordance with the Agreements establishing each of the Funds.

ARTICLE 9

Shift Work

9:1 Shift work is defined as the working of two or more gangs of bricklayers, within a 24 hour period, on any specified job.

9:2 The Employer shall be entitled to arrange the work schedule, for any job, in the manner that he deems most efficient.

9:3 An Employer can change Journeymen and/or Apprentices, from one shift to another, after he has notified the Union, and set forth his reason for the

same, and secured Union permission.

9:4 In changing workmen from one shift to another, the Employer shall not deprive them of any time they would have made, had they remained on their original shift. No violations can be charged, if a man must work more than seven (7) hours, in a given twenty-four (24) hour period, to effect a change hereunder.

9:5 Working of Shift Work. Employees working within the jurisdictional boundaries covered by this Agreement, shall be paid five percent premium on the hourly wage rate only, for all shift work.

9:6 All shift work shall be reported to the Union before it starts. In the case of an emergency, the Union will be notified by telegram.

9:7 Employees on Shift Work, who report for work and remain on the job for one (1) hour, shall be paid for one hour's time, except if the job does not start because of inclement weather.

ARTICLE 10

Overtime

10:1 Overtime is defined as, all time worked, by bricklayers, in excess of a regular eight (8) hour work day, as defined in Article 7, Section 1. Exception: Shift Work Article 9, Section 5.

10:2 A maximum of two (2) hours overtime pay, may be worked, to satisfy job conditions, on each regular work day, Monday through Friday. The Steward shall call the Union before the overtime is worked, if possible, to advise on the situation.

10:3 There shall be no work performed on Holidays without the consent of the union. If permission is denied, the Union must serve upon the company, in writing, prior to the time work requested would have begun, its reasons for so doing.

10:4 If, after the first lunch break, the Employee works four (4) additional hours, taking him into overtime, he shall, if required to continue working, receive a thirty (30) minute recess, which shall be paid for at the overtime rate, and shall, at the completion of each four (4) hours of overtime work thereafter, likewise receive a thirty (30) minute recess, which shall be paid for at the overtime rate.

ARTICLE 11

Payment of Wages

11:1 Employees shall be paid by the employers in cash or check every week.

Where an Employer pays in cash, bricklayers shall be paid on Friday, before

stopping time, for pay earned up to and through, the Sunday preceding the current weekly pay day, unless the Union Conference Committee, upon the request of the Employer, shall approve otherwise. Where payment is made by check, by Employers of the Employing Bricklayer's Association, such payment shall be made, by the Employer, weekly, on Thursday before normal stopping time, for the pay period up to, and through, at least the Sunday immediately preceding, the current weekly pay day. unless the Union Conference Committee, upon request of the employer, shall approve otherwise.

11:2 Employees, who are not paid by quitting time, shall be paid a minimum of two (2) hours or a maximum of fifteen (15) hours.

If the delay is, in the opinion of the Joint Board, unavoidable, no waiting time will be paid.

Employees are to accept their pay, when it is tendered, and any waiting time due, shall only be paid, on order of the Joint Board.

However, if the settlement of the matter cannot be reached at the Joint Board level, then either party will have the right to have the dispute submitted to binding arbitration.

11:3 When an Employee is dismissed, he shall be notified thereof, by his Employer, at least one-half ($\frac{1}{2}$) hour prior to the hour of his discharge, or quitting time, whichever is earlier, except in the case of buildings eight (8) stories or more, in which case an employee shall be paid immediately in full, in cash or check, or otherwise, the Employee shall be entitled to waiting time until paid, but not in excess of twelve (12) working hours.

11:4 Any Employee working inside the limits of Local No. 1 who wishes to quit and gives the Employer eight (8) hours notice, the Employer will have his wages on the job that day. To clarify this: If a bricklayer asks for his money first thing in the morning, upon starting to work, quitting time that same day will be considered to be eight (8) hours.

11:5 The Employer agrees to furnish each Employee with a weekly statement, conforming to the laws, showing the name and address of the Employer, on the pay stub as well as the pay check; if payment is made by check, the name of the Employee, the full date of the pay week ending for which the Employee is being paid (month-day-year), the number of hours worked, the amount of the gross pay, any and all deductions individually itemized and the net amount of pay. The Employer may show these figures with indelible pencil, ink, typewriter or by other comparable means.

For the benefit of the workmen covered hereby, it shall be mandatory upon

any employer working in a territory covered hereunder, to deduct and pay over to the proper civil authorities, any payroll tax prescribed by local law, such as, the Philadelphia city Wage Tax and, such deduction shall be noted on the pay receipt.

11:6 Employees who are transferred by the Employer, from one job operation to another, in the morning, shall not be terminated until noon, and, if they are transferred in the afternoon, then they shall not be terminated until quitting time.

11:7 Under no circumstances, shall any Journeyman or Apprentice, after starting to work in the morning, be laid off before the end of the day, except, for lack of material on the job site, or if the job is tied up, or if the job finishes up. This section is not to be construed to mean either cannot be fired.

11:8 The Job Steward shall be notified, no less than forty-five (45) minutes, prior to a lay-off and shall, at the time, be given the names of the Journeymen and Apprentices to be laid off.

11:9 If, on pay days, the job does not start at the regular starting time, due to weather conditions or conditions resulting therefrom, Employees working within the territory must be paid on the job site by 12:30 p.m. WHEN PAYING BY CHECK OR CASH.

The work week shall be Sunday through Saturday, and Thursday will be pay day. When Thursday is a Holiday, Wednesday will be pay day. When Tuesday or Wednesday is a Holiday, Friday will be pay day.

ARTICLE 12

Apprentices

The Apprentice program will be administered in accordance with the regulations set forth in THE BRICKLAYER APPRENTICESHIP STANDARDS AS GOVERNED BY THE STATE AND FEDERAL GOVERNMENTS.

ARTICLE 13

Working Conditions

13:1 Employer shall not work Employees upon any structure where they are not properly protected.

13:2 All scaffold shall comply with the regulations of O.S.H.A. On inside scaffold, there shall be a six (6) foot or reasonable head clearance from ceilings.

Five feet, zero inches (5'0") shall be the maximum height a wall can be built for scaffold high. The platform, on which the bricklayer must stand to work, shall not be built over the wall.

On walls built of cement or cinder block, etc., seven (7) courses shall

constitute scaffold high. Except if the block weigh seventy (70) pounds or more, six (6) courses shall be scaffold high.

13:3 In washing down the building over three (3) stories in height, wire cable scaffolds shall be used.

13:4 Vertical Guide Lines may be used, if permission is granted by the Job Steward. However, the Steward shall immediately notify the Union, so that a Union Agent can check the condition, to redetermine the Union's position. Should he decide against the guide lines, they shall be removed and not put in place again, unless the Joint Board, upon appeal of the Employer, determines that the lines can be used. Board must make a decision within forty-eight (48) hours of the ruling of the Union's Agent.

13:5 The Employer Shall furnish, for each approximate fifty (50) feet of section of scaffold in length, a ladder, which shall extend three (3) feet above the scaffold level and shall not be removed while the bricklayers are working on the scaffold. All ladders shall be properly secured to the scaffold.

13:6 The Employer shall furnish, at the job site, suitable drinking water, in sanitary containers, with a spigot and a cover, and paper drinking cups, for the use of the Employees. Ice will be provided, in the drinking water, from May 1st to October 1st. All water buckets shall be filled directly from the tap. An adequate number of containers shall be provided, to reasonable supply, sufficient water, for the number of men employed on the job.

Drinking water containers to be located within approximately fifty (50) feet from where the men are working. Containers will be put on scaffolds where and when feasible.

13:7 Employees shall be permitted to have coffee or non-alcoholic beverages in the a.m. between 9:00 and 10:30. In no instance, will the Employer interfere with this privilege, so long as the source of the beverage is no more than five (5) miles from the job site.

13:8 On all jobs where five (5) or more Journeymen are employed, for a period of five (5) days or longer, a suitable shanty or tool house shall be provided, for the tools and clothing of the Employees, and for no other purpose. It shall be located, if in a building, within three (3) floors of where the majority of the bricklayers are working, or, if the project takes in a large area, then within a reasonable distance of where the majority of the Employees are working.

When a trailer is used as a shanty, it shall be for the exclusive use of the bricklayers. Such shanty shall be properly lighted, heated and ventilated. There shall be a window in it, large enough to light the interior, in case there is no electric

power available for lighting.

On boiler jobs, package or otherwise, new or old, the Employer may provide a tool box instead of a shanty. The Union, however, will have the right to request a shanty, if it feels one is necessary. If Agreement cannot be reached, between the Employer and the Union, the question shall be decided by the Joint Board.

13:9 Such tool houses shall be under lock and key, furnished by the Employer, and such key shall be retained in the possession of the Shop Steward.

13:10 The Employer shall provide the tool house with a light, when necessary, and if available, and, during the winter months, a stove, of sufficient size to heat the room adequately, also, fuel for the stove.

13:11 The Employer shall be responsible, for the loss of tools of the Employees, placed in the tool house, the key to which is retained in the possession of the Shop Steward. In case the loss is sustained through the destruction of the tool house by fire, the Employee shall be reimbursed, to the extent he shall furnish proof of the storage, and the loss of the tools, and the then worth thereof, to the satisfaction of, and acceptance by the fire insurance underwriters.

The Employers are responsible for the loss or theft of tools, between the hours of quitting and starting time and over the weekends. They are not to be held responsible for tools that are lost by the bricklayer while he is using them.

13:12 No Journeyman shall be required hereunder, to submit to any physical examination, before being hired by an Employer.

A bricklayer is to be paid for the balance of the day, if he is forced to leave the job, as a result of an injury incurred while working. The injury is to be serious in nature and is to require hospital attention or equal.

13:13 The Employer, when engaging bricklayers for work shall employ one (1) Local man of fifty-five (55) years or over out of every five (5) bricklayers hired.

13:14 When a job does not start at the regular starting time in the forenoon, the foreman of the job shall notify the workmen personally, by 10:00 a.m., about working conditions, and indicate which of the bricklayers will start the work, dividing the work in fairness, according to a list maintained by the Shop Steward.

The Steward's list shall be made up of all the men on the job, as they arrive. Any man coming on a job, on a day when the entire gang is not used, or when the job does not start at all, shall have his name added at the end of the day. The men will be picked for work, in the order they appear on the list. They must be on the job when the workmen are picked for the day. Anyone missing his turn, because of not being present, will be placed at the bottom of the list, at the end of the day.

The Employer shall not bring any new men to work on a job, on a day when a

workman, who was there a day prior, is sent home.

Saw men and layout men, who were working as such prior to a division of work, will be excluded from the list, and allowed to work at these jobs, when needed. New men picked from, or sent to, the job, as saw men or layout men, will be excluded from the list, upon approval of the Shop Steward. If a job does not start by 11:00 a.m., it cannot work at all that day.

13:15 The Employer shall provide suitable scaffolds, for use by bricklayers on fire brick walls, and shall not use foot board in connection with large silica fire brick. Weight of block is to be covered by article 14:8 (Article 14, Section 8).

(A) At no time, shall material from which the bricklayer is working, be piled over four and one-half feet (4.5') in height above the working platform.

(B) Four feet (4') shall be scaffold height in stoves and other chimney stacks.

(C) A solid scaffold must be installed at least every six (6) feet in blast furnaces. Platform board shall be two inches (2") thick.

(D) A bench scaffold four feet (4') in width must be installed at the height of three (3') feet in blast furnaces.

(E) There shall be platforms placed inside and outside of twyer holes for bricklayers to enter and leave blast furnaces and stoves.

(F) Ladders on blast furnaces shall be staggered every six (6) feet in height.

(G) Back rests shall be supplied on the ladder in all stoves.

(H) On stoves and furnaces, electric gas detecting devices will be required.

(I) Contractors to furnish safety equipment and have same on job sites, as provided in State and plant regulations.

(J) Provisions for adequate scaffold shall be made, so that the lead men do not have to climb over the wall, to work on the opposite side of the wall. Scaffolding must remain eight inches (8") below the height of the finished wall.

(K) All coke oven scaffold, stocking platforms and panels, to be sprinkled by laborers, before starting time, by laborers who normally start before 8:00 a.m.

(L) Clay shall be mixed, at the furthestmost location of the enclosure, where refractory brick is being laid. The location to be selected as to both the physical separation from the work area and to the feasibility

for performing the mixing function. On coke oven work, a separate enclosure is required. All care shall be exercised to reduce dust.

Bricklayers working on acid-proofing work, cellular glass, epoxy work in the fire brick industry or carbon brick shall be given glasses and an allowance of two dollars and fifty cents (\$2.50) per day for clothing, on days when they actually work. They shall also be allowed fifteen (15) minutes at lunch time and fifteen (15) minutes at quitting time, to wash up and change clothes. Proper work gloves shall be provided when working with all hazardous material.

For purposes of clarification, the term "firebrick" as used in the foregoing, means firebrick and all refractory units so used in this field.

13:16 A line will be used on Mackite or Gypsum partitions over ten feet (10') in length.

13:17 All mortar pans used by bricklayers are to be raised sixteen (16") to eighteen (18") inches on stands or block of not less than 8" x 8" x 16". Said block not to be used in the wall, except to top out the last course of the wall and the scaffold, from which men are working, will not be used in its present place, except to clean down the block wall just completed. Mortar pans, defective on three (3) sides, will be discarded.

13:18 Contractors are to supply all lines for all walls and the lines are to be left in place on the walls.

13:19 All power saws are to be properly grounded.

ARTICLE 14

Brick Masonry

14:1 All mason work, coming under the jurisdiction of the International Union of Bricklayers and Allied Craftsmen, which is herein referred to as THE BRICK MASONRY WORK, shall be done by bricklayers and shall include, without limitation, the following:

- (A) Graffiti proofing and transparent waterproofing on all work;
- (B) The cleaning down, cutting out and pointing of all brickwork and bond beamwork;
- (C) The cutting of all joist holes, chases and bearing holes and openings in all walls, where such openings do not exceed thirty-two (32) square feet;
- (D) The cutting of all tothing and dressing of jambs and heads;
- (E) The laying of all paving with brick;
- (F) The placing of all fireproofing, foam glass, insulation, cork,

Styrofoam, block and block arching glass block, gypsum block, arch brick and rock face brick and all the necessary cutting of those materials which is required after they leave the factory;

(G) The laying of cement and concrete blocks, the setting of all pre-cast panels and trim stone and the backing up of the same with brick, concrete and all pre-cast block of any description;

(H) The caulking of all frames with plastic materials applied, with either a trowel or caulking gun, where such frames and doors are walled in with brick, tile, Terra cotta, glass brick, acoustical work or other brick masonry materials;

14:2 The Employer shall furnish the saws to cut the masonry materials required to be done by the Employees covered under this Agreement. All such saws must be in A-1 condition while being used.

14:3 Where cutting machines or guillotines are used to cut any masonry materials, the Employer shall furnish a pair of goggles and a regulation mask to cover the mouth and nose of each Employee, covered under this Agreement, engaged in such work; and provide a fan, blower, or some other means, to draw the dust out of the building, when the cutting machines are used indoors.

When a wet saw is used, the Employer shall supply a rubber apron and rubber gloves and for the regular sawman, rubber boots.

The sawmen shall not be required to stock material at the saw. Heat, of some sort, is to be furnished when cutting with a wet saw in the winter time. At quitting time, the sawmen shall be given ten (10) minutes to clean up.

14:4 Cement, lime mortar or any insulating material shall not be delivered in bulk on the wall or pier and shall be spread by Journeymen with a trowel.

14:5 Where a stove, furnace or salamander burning coke, coal, gas or oil is used in unventilated rooms or buildings, for the purpose of drying or heating, a pipe or flue shall connect such stove, furnace or salamander with the outside, to remove any noxious or poisonous gases, fumes or smoke.

14:6 Employer shall arrange and pay for, the sharpening of the tools of the bricklayers, when working on fire brick jobs, and shall be responsible for these tools and their condition and safe return.

14:7 The Employer shall furnish for the Employees the necessary caulking guns to perform such required work.

14:8 When the size of a brick masonry unit is 8" x 8" x 16" or over, and weighing less than forty (40) pounds, two (2) bricklayers shall be used to lay the unit, when laying the fifth, sixth and seventh courses. When the weight of the brick

masonry unit is forty (40) pounds or more, two (2) bricklayers shall lay the same, starting with the first course. Two (2) men will be used to lay all twelve inch (12") brick masonry units.

14:9 Terra cotta units, which have always been handled by one (1) bricklayer and one (1) laborer, will continue to be handled in the same manner.

14:10 The Employer may furnish and use, any machinery or labor saving devices, in the construction of the job. Any permanent part of the building may be used as a guide. All temporary guides shall be defined as a dead man and shall not be allowed.

14:11 There shall be no discrimination because of race, color, creed, national origin, ancestry, sex, age, religion, or for legitimate Union activities.

14:12 The Employer shall do everything reasonably possible, both physically and financially, to assure that the Employees will be able to work a maximum number of hours.

14:13 The Employer agrees that a fair percentage of the Employees on a job will be members of the local Union, having jurisdiction. When the Business Representative of the Union feels that an Employer is not hiring a fair percentage, as provided herein, he shall immediately contact the Executive Director of the Negotiating Agent and a meeting shall be arranged within forty-eight (48) hours, between a Committee composed of two (2) representatives from the respective negotiating Committees of the Negotiating Agent and the Union involved. This Committee shall have the power to resolve this matter.

14:14 The Contractors agree to cooperate in an effort to provide adequate lighting.

Clarifications

The anchoring of all material covered in this Agreement by all means, including bolting, welding, ceramic welding and any other anchoring systems.

ARTICLE 15

Leadermen

15:1 Every job employing three (3) or more bricklayers, shall require a leaderman, who shall not be a supervisor, as defined by the Labor Management Relations Act of 1947.

15:2 When the number of bricklayers on a job, including the leaderman, reaches nine (9), the leaderman can no longer work with his tools. If, for any reason, he works with his tools, before or after regular hours, he must be paid at the overtime rate.

ARTICLE 16

Employers

16:1 All Employers and Contractors who are now, or hereafter become, members of the Negotiating Agent, or subscribers to this Agreement, and employ craftsmen covered hereunder, shall sign this agreement or a copy thereof, indicating an intention to be, individually and collectively bound thereby, but only to the extent of, and in accordance with, the terms and provisions of this Agreement.

16:2 Employers, in submitting a bid or estimate to a contractor, for any brick or Stone Masonry Work, shall include all materials necessary or required, to complete the work, as purchased from, or paid directly to, the manufacturer, dealer, agent of material supplier, and, no Employer or Contractor shall accept any contract for brick or Stone Masonry Work, whether under a direct contract with an owner, or as a sub-contractor, or whether by the thousand, or lump sum, of any character, without furnishing the material therefor.

16:3 Employers shall include, in the bid or estimate for the brick or Stone Masonry Work, submitted to the owner, or as a subcontractor thereof, and in the contract therefor, the caulking of all frames with plastic materials, applied either with a trowel or a caulking gun, where such frames and doors are walled in with brick, stone, tile, terra cotta, glass brick, acoustical work or other masonry materials.

No bid cards will be required on fire brick work.

16:4 Employers or Contractors, who shall submit a bid or estimate, to any Contractor, for the brick masonry work, on any job, shall file with the Joint Conference Committee, a bid card furnished by the Joint Conference Committee, on which shall be noted the following information: (A) the date, (B) the job name and location, (C) the name, or names of the contractors to whom the Employer has submitted such bid, or estimate.

16:5 When a general Contractor requests an Employer to submit a bid, or estimate, for the brick or Stone Masonry Work, on any job, before a contract has been awarded to the general Contractor therefor, then the award of the brick or Stone Masonry Work, when made, should be given to one of the Employers, who has submitted a bid or estimate to the Contractor.

16:6 When a general contractor does not request a bid, or estimate, from any of the Employers, for the brick or Stone Masonry Work, before a contract has been awarded to the general Contractor therefor, then the general Contractor should

perform such brick or Stone Masonry Work himself.

When a general Contractor or engineer, owner, or architect, secures a contract on an approximate price, and works on a fee basis, it is understood that bids will be taken from Employers, on a set due date.

16:7 Any Employer or general Contractor, having adopted a policy of performing his own brick or Stone Masonry Work, or subletting, may change the same, at any time, by giving written notice thereof, to the Negotiating Agent and the Union, prior to the bidding on a given contract, and thereafter, the latest adopted policy shall not be changed, until the expiration of one year after the most recent change.

16:8 Employers shall not sublet any part of the masonry work, except the stone work, the hollow tile floor arches and the caulking; provided, however, the caulking may be sublet, if performed by bricklayers, employed by an Employer and under the supervision of the Brick or Stone Mason Contractor.

16:9 Not more than one Employer, shall be engaged and retained, to perform the brick or Stone Masonry Work, on any job operation, until the original contract, with the Employer performing such work, shall have been completed and paid for in full, except the brick masonry work on stacks and boilers, acoustical work, sewer pipe, water mains or underground conduits, or the subletting of the stone work, caulking or the hollow tile floor arches.

16:10 Not more than one (1) member of any Employer firm, copartnership or corporation, shall work on the wall at any time.

16:11 The Employers may continue the practice of using all covered Employees for maintenance work; provided, however, the use of such Employees shall be limited to work on the preservation and repair of existing structures, and the interior thereof, and shall not include major additions to, changes, betterments, or enlargements to, such existing structures or the interiors, thereof.

16:12 The Employer shall notify, without delay, the Union, or its Business Representative, when each job is to be started. Provided, however, that in emergency jobs, it will be sufficient to notify the Union within twelve (12) hours of the time they start.

16:13 The proper maintenance of equipment, at all times, such as: the draining of hoses in winter, covering the mixer from the elements, or anything else that would force delay in the starting time, or affect the progress of the job during the day, so that the bricklayers will lose as little time as possible, is the obligation of the Employer.

ARTICLE 17

Union

17:1 The Bricklayers' Union, party hereto, by reason of the provisions of this Agreement, shall not be relieved of any obligations, and duty to obey, every existing law of the International Union of Bricklayers and Allied Craftsmen, and the rules and mandates of the Executive Board, insofar as the same are not in conflict with, or in violation of, any applicable federal, state or municipal law, currently in force and effect. The Union shall, under no circumstances, provide bricklayers, stone masons, stone setters, caulkers on new work, or allow its members, to work on any job operation, for a Contractor who has not signed this Agreement, or one that contains at least all of the provisions contained herein.

17:2 Each job shall have a job steward who is a member of the Bricklayers and Allied Craftsman Local No. 1 of Pennsylvania. Such a steward shall be selected by the business agent of the Union from among either the men employed on the job or a qualified journeyman bricklayer appointed by the Union. This provision shall be subject for yearly review and reconsideration upon written request to Bricklayers Local Union 1 from the Employing Bricklayers Association of Delaware Valley.

When the Business Representative of the Union, has reason to believe that an Employer is not complying with the provision dealing with the contributions to the Funds, as set forth herein, he shall immediately contact the Executive Director of the Negotiating Agent, and a meeting shall be arranged within forty-eight (48) hours, between a Committee composed of two (2) representatives, from the respective negotiating Committees of the Negotiating Agent and the Union involved. This Committee shall have the power to authorize the placement of a Steward in lieu of the appointed Steward.

17:3 The Job Steward selected by the Union, shall not be discharged for attending to his official duties. Such duties shall be the enforcing of the Articles of this Agreement.

17:4 The Business Representative of the Union, in the performance of his duties as such representative, shall have reasonable access to all jobs over which the Employer exercises the control of entry.

17:5 The Union shall refer to the Employers, all inquiries made, from time to time, by awarding authorities, owners, architects, engineers and others, in regard to obtaining the services of mason Contractors, or such services as may be required from, or normally rendered by, an Employer, for brick and Stone Masonry Work to

be performed within the area herein defined.

17:6 Should any contractor, owner, or other person, who has entered into an agreement for brickwork, with an Employer then in good standing of Negotiating Agent, fail to make payment to such Employer of Negotiating Agent, in accordance with the terms of said Agreement, then, and in such event, insofar as permitted by law. Bricklayers' Union Local 1, shall not suffer, or permit any of its members to work for such Contractor, owner or other person so in default until such claim has been paid, settled, or otherwise amicable adjusted.

17:7 In the interest of stability, uniformity and harmonious labor relationships, Union agrees, insofar as permitted by law, to recognize the Negotiating Agent as the exclusive bargaining representative with respect to wages, hours and working conditions of all Contractors, subcontractors and others who have so designated Negotiating Agent as their representative.

ARTICLE 18

Disputes

18:1 In case a dispute shall arise, between an Employer and the Union, a Business Representative shall take up immediately the matter in dispute, with the President or Secretary of the Negotiating Agent for adjustment.

18:2 If the Business Representative and the President or the Secretary of the Negotiating Agent, are unable to settle the matter satisfactorily, then the dispute shall be referred, at once, to the Joint Conference Committee for consideration and decision in the manner hereinafter provided.

18:3 All foremen and superintendents, will be brought before the Joint Conference Committee, to answer any charges brought against them, on matters pertaining to the violation of this Agreement. Counsel for the Union and counsel for the Negotiating Agent will, on written request, attend any such hearing, or hearings, and render counsel and advice, with respect to the proper interpretation, and application, of the terms of this Agreement, in order to aid the Joint Conference Committee in making a just adjudication, with respect to such charges. However, the Union shall reserve the right to again try the foreman, in matters relating to his membership, before the trial board, if it be the opinion of the attorney, or attorneys, that the case was handled justly.

ARTICLE 19

Joint Conference Committee

19:1 A Joint Conference Committee is hereby created, which shall consist of

ten (10) members, five (5) of whom shall be appointed or elected by the Union, and five (5) alternates as each of the said parties shall designate.

19:2 The Joint Conference Committee shall elect, from among their membership, a Chairman and a Secretary, one of whom shall be a member designated by the Negotiating Agent, and the other, a member selected by the Union.

19:3 The Joint Conference Committee shall hold its stated meetings on the first Monday of each March, June, September and December, and shall hold special meetings, at the call of either the Chairman, or the Secretary, of the Joint Conference Committee.

A special Committee shall be created and shall be known as the Chairman's Committee. This Committee shall consist of one (1) member of each of the Unions' separate Committees, and one (1) member of the Negotiating Agent's Committee. It shall meet each month the Joint Conference Committee is not scheduled to meet, if its members feel a meeting is required to discuss current business.

19:4 The Joint Conference Committee shall be, and is hereby authorized and empowered, to act as the monitor of the industry, covered hereunder, within the area defined herein, in respect to, but without limitation, (A) the elimination of all unfair dealing in the industry, for the mutual benefit of the Employers and the Employees; and (B) the hearing, settlement, adjustment and deciding, initially or upon appeal, the differences, disputes, charges and complaints, arising under the Agreement, or in the bricklaying industry, within the area defined herein, between the Negotiating Agent, or an Employer, or Employers, and the Union, or the Employees.

19:5 Any charge or complaint, preferred against any Employer, or the Union, pertaining to matters arising hereunder, within the area defined herein, shall be filed, in writing, with the Joint Conference Committee, and a copy thereof, served upon the party, against whom the charge, or complaint, has been lodged. Provided, however, that in the absence of unusual circumstances, charges must be postmarked, within seven (7) days of learning of the infraction, from which they stemmed. Said charges will be heard at the next regular Joint Board meeting, provided the postmark is seven (7) days prior to the date of said meeting.

19:6 The Joint Conference Committee, upon the filing of any such charge, or complaint, or the reference of any appeal, in a dispute matter, shall promptly give notice, in writing, to the parties in interest, and particularly, the party against whom the charge or complaint has been filed, of the time and place designated, by the Joint Conference Committee, for a hearing thereon.

19:7 The Joint Conference Committee shall, in trying to reach a decision or

settlement upon any matter referred to it, conduct itself during the hearing as follows:

- (A) Chairman shall see to it that all persons present are signed in and have a right to take part in the proceedings.
- (B) The Secretary shall read the charge.
- (C) The charging party shall state his case.
 - (1) Witnesses for the charging party shall be heard.
- (D) The accused shall present his case.
 - (1) Witnesses for the accused party shall be heard.
- (E) The Chairman of the Committee of either party hereto shall have the right to question anyone presenting testimony.
- (F) Both the charging party and the accused, shall be given an opportunity to refute testimony given by the other party.
- (G) The Chairman of the Committee of either party hereto, shall have the right to question anyone presenting testimony of rebuttal.
- (H) The hearing room shall, at this point, be cleared of all present except Committee members.
- (I) Ballot cards imprinted with the words "GUILTY" and "NOT GUILTY", will be given to each Committee, in sufficient number.
- (J) All voting by the members of the Joint Conference Committee, shall take place immediately after the Committee has discussed the evidence presented in the case. After discussion, the respective sides of the Joint committee shall retire to opposite ends of the hearing room to cast their ballots. The number of votes cast, shall depend on the number of members of the Joint Committee present. However, both sides shall have an equal number of votes.

Example: One side has only three (3) members present, the Joint Committee collectively shall cast six (6) ballots. Provided however, that the side with more members present, shall be permitted to cast blank ballots by the extra members, in order to eliminate prejudice, or animosity towards those who will be having their votes counted.

- (K) If a decision of guilty is rendered, the Joint Committee shall discuss openly the merits of the case. Such discussion to be held solely for the purpose of fixing or determining the penalty to be imposed; and in the event that such penalty would be monetary, the charity to which it is to be paid.
- (L) In the event the balloting, as outlined above, shall produce a tie

vote, the matter in dispute shall, within forty-eight (48) hours, be forwarded, by the Secretary of the Joint Committee, to the American Arbitration Association for settlement, if he is requested to do so, by either party.

(M) All costs appertaining to such arbitration, because of services provided through, and rendered by, the American Arbitration Association, shall be equally shared by the Union and the Employer. This means only payment due the A.A.A., and shall not, under any circumstances, be construed to include fees due to witnesses, attorneys or other persons or organizations.

19:8 The Joint Conference Committee shall have the authority, and is hereby given the power, in rendering a decision, on all charges and complaints pertaining to matters arising under this Agreement, in the industry, within the area defined herein, to include, impose, or assess a fine, as a penalty for such violation. If the Joint Conference Committee so imposes a fine, then, and in such event, the Joint Conference Committee may fix and determine, the charity to which the said fine shall be paid. The Joint Conference Committee not be able to promptly agree upon such charity, then, and in that event, the fine shall be paid to the Community Chest, or any other charitable or educational organization, to which an exemption from income tax is granted by the United States Internal Revenue Code.

19:9 A majority vote of the members of the Joint Conference Committee, shall be required for a decision, which shall be and is hereby, made final and binding upon all of the parties to the Agreement, insofar as the same is not contrart to, or in violation of any law then currently in force and effect.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused this Agreement to be executed in Philadelphia, Pennsylvania, by the respective duly authorized representatives on the 1st day of May 1997.

**EMPLOYING BRICKLAYERS ASSOCIATION
OF DELAWARE VALLEY**

Dennis Allen, *President*

Sam Agresta, *Vice President*

Gregory Lepore, *Treasurer*

Joseph Connelly, *Secretary*

Joseph A. Barilotti, *Executive Director*

Meetinghouse Business Center

140 W. Germantown Pike

Suite 240

Plymouth Meeting, PA 19462

(610) 834-8400

JOINDER OF BRICKLAYERS EMPLOYERS

The undersigned, Employer, after having read in its entirety the foregoing Agreement, and intending to be legally bound hereby, in consideration of the mutual promises of those who have heretofore and hereafter become signatories of and parties to such Agreement, EACH SUBSCRIBE TO AND BECOME ONE OF THE PARTY EMPLOYERS OF SUCH AGREEMENT and further agree to be fully bound by such Agreement and also agree to be fully bound by the separate Agreements and declarations of trusts described in Article 8 hereof, according to and to the extent provided by the terms and provisions of said respective Agreements.

UNION TO BE NOTIFIED IMMEDIATELY OF ANY CHANGES IN THE FOLLOWING:

Firm Name of Bricklayer-Employer

Date

Address

Phone Number

Employer's Identification No. For Social Security

Employer's Identification No.
PA. State Employment Compensation

Insurance Carrier - Workmen's Compensation

SIGNATURES OF THE PARTIES

Member of the Union (title)

Member of Contracting Firm (title)

SCHEDULE "A"
Schedule of Rates
Effective May 1, 1997

BRICKLAYERS LOCAL = 1 OF PA

BASIC WAGE	\$22.42	PER HOUR
PENSION FUND	3.44	
WELFARE FUND	4.25	
I.U. PENSION FUND	.50	
ANNUITY FUND	1.65	
EBA	.30	
DVMII	.20	
INI	.50	
APPRENTICE FUND	1.0	

TOTAL PACKAGE \$ 33.36 PER HOUR

(Deducted from Hourly Wage)

LOCAL UNION DUES	\$.74
I.U. UNION DUES	.33
BAC PAC	.03
LOCAL PAC	.02
FFC	.05
BUILDING FUND	1.0

TOTAL \$ 1.27 PER HOUR

8 HOUR DAY - O.T. = TIME & 1/2

BRICKLAYERS LOCAL = 54 OF NORRISTOWN

BASIC WAGE	\$ 22.27	PER HOUR
PENSION FUND	5.05	
I.U. PENSION FUND	.50	
WELFARE FUND	4.25	
EBA	.32	
DVMII	.22	
INI	.50	
APPRENTICE FUND	1.0	

TOTAL PACKAGE \$ 33.21 PER HOUR

(Deducted from Hourly Wage)

LOCAL UNION DUES	\$.74
I.U. UNION DUES	.33
BAC PAC	.03
LOCAL PAC	.02
FFC	.05
BUILDING FUND	1.0

TOTAL \$ 1.27 PER HOUR

8 HOUR DAY - O.T. = TIME & 1/2

STONE MASONS LOCAL = 3 OF PA

BASIC WAGE	\$ 22.76	PER HOUR
PENSION FUND	2.00	
I.U. PENSION FUND	.50	
ANNUITY FUND	3.19	
WELFARE FUND	3.65	
APPRENTICE FUND	.10	
INI	.50	
MASTER MASONS	.08	
TOTAL PACKAGE	\$ 32.78	PER HOUR

(Deducted from Hourly Wage)

LOCAL UNION DUES	\$.70
I.U. UNION DUES	.33
BAC PAC	.03
LOCAL PAC	.02
FFC	.05
BUILDING FUND	1.0

TOTAL \$ 1.23 PER HOUR

8 HOUR DAY - O.T. = TIME & 1/2
C:BERNEBA IXOC WGRTE 4 WPD

BRICKLAYERS LOCAL = 12 OF CHESTER

BASIC WAGE	\$ 21.87	PER HOUR
WELFARE FUND	4.25	
LOCAL PENSION FD	3.75	
I.U. PENSION FUND	.50	
INI	.50	
APPRENTICE FUND	.10	
EBA	.20	
DVMII	.15	
TOTAL PACKAGE	\$ 31.32	PER HOUR

(Deducted from Hourly Wage)

LOCAL DUES	\$.68
I.U. UNION DUES	.31
I.U. PAC	.03
LOCAL PAC	.02
FFC	.05
BUILDING FUND	1.0

TOTAL \$ 1.19 PER HOUR

8 HOUR DAY - O.T. = TIME & 1/2

K8551
2,400 workers
P. 02
1



BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL UNION NO. 1 OF PA/DE

2+31=33 pgs

2706 BLACK LAKE PLACE - PHILADELPHIA, PA 19154
TELEPHONE (215) 856-9505 - FAX (215) 856-9515

CONTRACT MAY 1, 2000 - APRIL 30, 2004

4 yrs.

1. Security Bond - OUT. Change Section H (1) from 5 % to 10%
2. Chop Saws - OUT.
3. Foreman Pay:
 - (a) Foreman \$2.00 per hour (or compatible Compensation.
 - (b) General Foreman (Negotiable)
 - (c) Superintendent (Negotiable)
4. Holidays, Article 7, Sec. 7.5
Add: If the Holiday falls on Saturday, it will be celebrated on Friday. If the Holiday falls on Sunday, it will be celebrated on Monday.
5. Shift Work
 - 3 - 8 Hour Shifts
 - 1st Shift - Regular Rate
 - 2nd Shift - + 10% Hour Rate
 - 3rd Shift - + 15% Hour Rate
 - 2-10s or 2-12s
 - 1st Shift - Regular Rate
 - 2nd Shift - + 15% Hour Rate
6. New Rates:
 - 1st Year - \$1.50
 - 2nd Year - \$1.75
 - 3rd Year - \$2.00
 - 4th Year - \$2.25

E. B. V.



EMPLOYING BRICKLAYERS ASSN OF DELAWARE VALLEY

**7. Two Bricklayer Rates:
One rate for Philadelphia County**

**One rate for Chester, Delaware, Bucks, &
Montgomery Counties**

**Philadelphia County Rate:
May 1, 2000 = \$35.56 + \$1.50**

**May 1, 2000 = Bucks, Chester, Delaware &
Montgomery Counties = \$35.41 + \$1.50**

**Any job that has been bid in old Local 12's area,
prior to this agreement, will be worked at \$33.52
+ \$1.50.**

Date: May 3 2000

[Signature]
Signature

Date: May 3 2000

[Signature]
Signature