

INTERNATIONAL AGREEMENT

between the

**MASON CONTRACTORS' ASSOCIATION
OF AMERICA**

and the

**INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED CRAFTSMEN**

To increase the opportunities for cooperation between employees and employers in the masonry industry, to encourage, improve and expand upon the collective bargaining process, to develop and support industry programs to expand work opportunities and to implement more uniform conditions of employment in the masonry industry, we, the MASON CONTRACTORS' ASSOCIATION OF AMERICA, and the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN, do adopt for and on behalf of our respective affiliates and members, the following International Agreement as the basis of our relations.

The International Union of Bricklayers and Allied Craftsmen shall hereinafter be referred to as the "International Union" or "BAC". Local Unions, District Councils and State and Provincial Conferences shall hereinafter be referred to as the "Union". The Mason Contractors' Association of America shall hereinafter be referred to as the "Association" or the "MCAA". Chapters of the Association shall hereinafter be referred to as "Chapters". Individuals, firms or corporations belonging to the Association shall hereinafter be referred to as the "Employer" or "Employers".

**ARTICLE I
Duration**

This Agreement originally executed on 2 July 1954 and amended to be effective on 1 July 1987, shall remain in effect until 1 January 1990, and shall continue thereafter from year to year unless notice of termination or modification is given in writing by either party to the other party sixty (60) days prior to the date of expiration or a subsequent anniversary date. The Association and the International Union may agree by mutual consent to change or amend any part or provision of this Agreement at any time.

**ARTICLE II
Scope**

This Agreement shall be in full force and effect within the boundaries of the United States and Canada and possessions and territorial dependencies of these nations.

The Agreement shall cover all types of construction, maintenance and renovation work recognized to be within the jurisdiction of, assigned to and performed by employees represented by the International Union and/or the Union as defined in Article V below.

The Association agrees to furnish to the International Union in January of each year, a list of all members of the Association denoting those members bound to the terms of this Agreement, the Honorary members, Independent members, and any other classes or groups of members.

**ARTICLE III
Management
Recognition**

The International Union recognizes the Association as the representative of Chapters and Employers and acknowledges that the maintenance of jobsite discipline is the responsibility of Employers, and that except as herein provided, Employers shall have the right to hire, fire or discipline for just cause, direct the work force and in general operate their business in accordance with their judgement.

**ARTICLE IV
Union Recognition,
Union Security**

a. **Union Recognition.** The Association hereby recognizes the Union as the exclusive representative of all employees working in the classifications of employment falling within the jurisdiction of the BAC, as defined in Article V below, and in Code 1 of the International Union's Constitution, for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

b. **Union Security.** No later than eight (8) days following the effective date of this Agreement, all present employees working under the terms of this Agreement must, as a condition of continued employment, be or become members of a Local Union; all employees hired after the effective date of this Agreement shall be or become and remain members of the Local Union no later than eight (8) days following the

first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of the applicable Local Union, result in the termination of such employee. The Employer shall not be obligated to dismiss an employee for non-membership in the Local Union: (a) if he has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members, or (b) if he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. This clause shall not be effective in those states prohibiting such Union Security, provided, however, that where an Agency Shop is lawful in such State, conformity therewith shall be a condition of employment in accordance with the conditions set forth in Section 8 of the National Labor Relations Act, as amended.

ARTICLE V Jurisdiction

The Employers agree to assign to employees represented by BAC all work which has been historically or traditionally or contractually assigned to members of the International Union, including but not limited to, all masonry (brick and concrete masonry units made from any materials, stone, marble, structural tile, terra cotta, prefabricated or pre-assembled components or panels, glass block, all integral elements of masonry construction and all forms of substitute material thereto) utilized in all forms of construction, maintenance, repair and renovation.

In addition, that work jurisdiction defined in Code 1 of the International Union's Constitution, all assignments as mutually agreed upon between the MCAA and the BAC and all mutually agreed upon work assignments on any other building products or systems which may be developed in the future that are determined by these parties to fall within the work jurisdictions of this Agreement.

Any dispute over work jurisdiction will be referred to the International Union and the Association for amicable settlement. A decision they reach concerning such a dispute shall be final and binding on all parties.

ARTICLE VI Pre-Job Conferences, Local Preference, Key Men

Prior to commencing work on a project in an area in which he does not have his principal place of business, the Employer agrees to contact the Business Manager of the Union in the area where the job is located and the Employer and the Union's Business Manager shall meet for a pre-job conference to discuss labor requirements, hiring procedures and scheduling dates.

A minimum number of key men such as foremen or superintendents transferred from one locality to another by the Employer may exercise their proper functions without opposition from the Union or the International Union. The Employer hereby agrees to give preference when hiring to employees residing or normally employed in the area covered by the Local Union having jobsite jurisdictions.

ARTICLE VII
Hiring or Referral
Systems

When there is in effect in any locality a union hiring hall or a job referral system, the functioning of such hiring hall or job referral system shall be governed by, and in full compliance with the following provisions.

a. The Employer shall have the right to determine the competency and qualifications of men referred by the Union.

b. The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on age, race, creed, color, national origin, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements.

c. The Union and the Employer shall post in places where notices to employees and applicants for employment are customarily posted, the provisions relating to the functioning of this hiring agreement.

In all other areas the Employer and the Union shall agree upon the hiring procedures.

ARTICLE VIII
Local Agreements

The Employer agrees to accept and be bound by the full terms and conditions of the applicable BAC local agreement in effect within the jurisdiction of his local MCAA Chapter or if an MCAA member at large, the applicable BAC local agreements in the area in which the firm operates.

a. When the Employer enters an area, other than the area within the jurisdiction of his local MCAA Chapter or where the Employer has engaged in the local collective bargaining process, where wages, contributions and conditions of employment have been negotiated through bona fide collective bargaining, the Employer agrees: to accept and be bound by the terms, conditions and provisions of the local agreement (a copy of which will be available upon the Employer's request); to make the contributions called for by such local agreements at the rates and in the manner specified therein; to irrevocably designate as his representatives on the boards of trustees of said trust(s) such trustees as are named in or appointed

pursuant to the provisions of said trust agreements (a copy of which will be available upon the Employer's request) as employer-trustees, together with their successors selected in the manner provided in said trust agreements; to be bound by all actions taken by said trustees pursuant to the trust agreements.

b. After the Employer's operation has commenced in an area, other than the area within the jurisdiction of his local MCAA Chapter, where wages, contributions and conditions of employment have been negotiated through bona fide collective bargaining, no subsequent change in wages or conditions of employment in such area will become effective insofar as the Employer is concerned, except to the extent that any such changes may have been agreed upon in negotiations between the Union having jurisdiction over the area and a recognized bargaining agency of contractors in such area. The Employer agrees to accept the new wage and contribution rates and conditions of employment so agreed upon and pay rates retroactively to either the effective date so agreed upon or to the termination date of the agreement which was in effect at the commencement of the Employer's operation in such area, whichever is earlier.

Pending completion of such local agreement, there shall be no stoppage of work on Employer's projects by either the Union or International Union nor any lockout by the Employer by reason of any dispute over wages, contributions, or conditions of employment which may occur between such Union and contractors other than the Employer. In the event an Employer enters an area, other than the area within the jurisdiction of his local MCAA Chapter, in which an MCAA Chapter is part of the recognized bargaining unit, during a work stoppage growing out of a collective bargaining negotiation between the Union and the employer group including the MCAA Chapter, the question of whether this Article shall continue to govern the operation of that Employer shall be referred to the International Union and the Association for a decision.

c. When the Employer enters an area, other than the area within the jurisdiction of his local MCAA Chapter, where no wages, contributions or conditions of employment have been established or are presently in force, the Union and the Employer will negotiate the wages, contributions and such conditions of employment as are necessary and reduce their understanding to writing.

ARTICLE IX Subcontracting

The Employer agrees to refrain from subletting any work covered by this Agreement to be done at the site of a construction, maintenance or renovation project, except where

such subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement.

All charges of violation of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE X
No Strike
No Lockout

It is understood that there shall be no strikes or lockouts over a dispute concerning this Agreement during its term until the grievance procedures described in Article XI have been exhausted. This Article does not apply in those cases where an Employer fails or refuses to pay wages and/or all contributions that have been established through bona fide collective bargaining.

ARTICLE XI
Grievance Machinery

Where a local agreement is applicable as provided in Article VIII and where such agreement provides procedures for handling of grievances other than those of a jurisdictional nature without strikes or lockouts, such procedures shall be the means by which grievances shall be handled. In the absence of such a grievance machinery in the local agreement or where the local grievance procedures machinery does not produce a final binding settlement the matter shall be adjusted as provided below:

The International Union and the Association agree that in case of disputes, differences or misunderstandings concerning this Agreement or a local agreement applicable as provided in Article VIII not resolved through the local grievance machinery there shall be no strike or stoppage of work until said dispute or misunderstanding has been referred to the International Union for amicable adjustment between that office and the Executive Office of the Association. It is expressly understood between the parties hereto that the procedure for adjustment set out in this Article XI is exclusive and supersedes any other plan, method or procedure.

ARTICLE XII
Savings Clause

If any provision of this Agreement shall violate any applicable statute or is held invalid by any court or government agency having jurisdiction, then such provision shall be void and the Association and the International Union agree that upon a ruling of invalidity they will renegotiate immediately to replace the voided provisions with one that incorporates the substance of that provision to the extent allowable under the law and providing such invalidity shall not effect the validity of the remainder of this Agreement.

ARTICLE XIII
General Understanding

It is understood that no liability shall arise on the part of the Association by reason of any unauthorized acts by any of its officials, employees, or member firms. All such unauthorized acts shall be brought to the immediate attention of the Association. Exemption from liability shall not be contingent upon notification.

It is further understood that no liability shall arise on the part of the International Union herein by reason of any unauthorized act by any local union, any employee of any local union or official thereof, affiliated with the International Union. All such unauthorized acts shall be brought to the attention of the International Union. Exemption from liability shall not be contingent upon notification.

The International Union agrees to cooperate with members of the Association in meeting conditions peculiar to the job on which it may be engaged. It will at all times meet and confer with the Association, and similarly, the Association will at all times meet and confer with the International Union respecting any questions or misunderstandings that may arise under the performance of this Agreement.

The procedures for dispute settlement provided herein, except as otherwise specified, shall be exclusive. Any provision of a local or area collective bargaining agreement which may be in conflict with the provisions contained in this agreement shall be subordinated to this agreement.

The BAC and MCAA agree that any employment, including self employment, by covered employees or contracting by Employers which is done outside of the terms of this Agreement or a local area Agreement is detrimental to the employment stability and established standards and relationships within the union sector of the masonry industry. The BAC and MCAA, therefore, pledge to work cooperatively together at the national and local levels, to eliminate such practices ensuring that all parties to this Agreement abide by the full terms and conditions of this document.

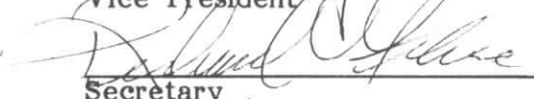
The BAC and MCAA agree upon the need to expand the masonry industry's efforts to develop and implement programs and agreements which improve union contractors and craftsmen mobility and continuity of welfare and pension coverage and benefit eligibility. One program currently available is increased participation by boards of trustees of welfare and pension funds in reciprocal agreements. Therefore, the parties pledge to work actively together to encourage labor/management boards of trustees to become signatory to the national reciprocity agreements for pension and welfare plans which have been distributed by the International Union.

Signed on behalf of

MASON CONTRACTORS'
ASSOCIATION OF AMERICA


President


Vice President


Secretary


Treasurer

Signed on behalf of

INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED
CRAFTSMEN


President


Secretary-Treasurer


Executive Vice President


Executive Vice President


Executive Vice President