

**FOURTH AMENDMENT TO THE
THREE RIVERS ANNUITY FUND
(As Amended and Restated effective January 1, 2015)**

This Fourth Amendment to the Three Rivers Annuity Fund, as amended and restated effective January 1, 2015, (the “**Plan**”) is made by the Board of Trustees of the Three Rivers Annuity Fund (the “**Trustees**”) as Trustees, and on behalf of the Employers and Union.

WITNESSETH:

WHEREAS, the Trustees previously adopted and presently maintain the Plan as amended and restated;

WHEREAS, certain amendments are required to the Plan to receive a favorable determination letter from the Internal Revenue Service; and

WHEREAS, under Section 10.01 of the Plan, the Trustees, Employers and Union reserve the right to amend the Plan from time to time in any respect by action of the Trustees, Employers and Union.

NOW, THEREFORE, pursuant to Section 10.01 of the Plan, the Trustees, Employers and Union hereby amend the Plan as follows:

EXCESS ANNUAL ADDITIONS

1. Section 4.05 of the Plan is amended by deleting subsection (a) in its entirety and renaming subsection (b) as subsection (a).

DESIGNATED BENEFICIARY

2. Section 6.14(e)(1) of the Plan is amended to read as follows:
 - (1) Designated Beneficiary. The individual who is designated as the beneficiary under section 6.08 of the plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-4 of the Treasury regulations.

REQUIRED BEGINNING DATE

3. Section 6.14(e)(5) of the Plan is amended to read as follows:
 - (5) Required beginning date. The required beginning date of a Participant

shall mean:

- (i) for a Participant who is a 5-percent owner (within the meaning of Code §416 with respect to the Plan Year ending in the calendar year in which he or she attains age 70 ½), the April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½; and
- (ii) for all other Participants, the April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70 ½ or (ii) the calendar year in which the Participant retires.

TOP-HEAVY PROVISIONS

4. A new Article XV - Special Top-Heavy Rules, is added to the Plan as follows:

ARTICLE XV **SPECIAL TOP-HEAVY RULES**

15.01 Top-Heavy Status:

The special provisions set forth in this Article 15 shall apply during any Plan Year in which this Plan, together with any other retirement plans required to be aggregated under Code section 416(g) and the Treasury Regulations promulgated thereunder, is "Top-Heavy." This Plan is Top-Heavy for any Plan Year beginning after 1983:

- (a) If the Top-Heavy Ratio for this Plan exceeds 60% and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group of plans;
- (b) If this Plan is a part of a Required Aggregation Group of plans but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Required Aggregation Group of Plans exceeds 60%; or
- (c) If this Plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group of plans and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60%.

15.02 Minimum Allocations:

- (a) In General. Notwithstanding other provisions of this Plan, for any Plan Year during which this Plan is Top-Heavy and the Top-Heavy minimum allocation is not met solely or partially in another plan, the following shall apply:
 - (1) A Participant specified in Subsection (a)(2) below shall

receive the minimum allocation or benefit requirement applicable to Top-Heavy plans specified in (a)(3) below.

- (2) **Participants Receiving Minimum Allocation/Benefit.** If the Participant is not eligible to participate in a defined benefit plan in a group specified in Section 15.01 other than a frozen plan in which no additional accruals are being made, he or she shall receive the minimum allocation or benefit in this Plan or any other defined contribution plan that is sponsored by the Trustees provided, he or she is (i) an Eligible Employee who is not a Key Employee; and (ii) employed by an Employer on the last day of the Plan Year. If the Participant is eligible to participate in a defined benefit plan in a group specified in Section 15.01, and the Top-Heavy minimum is to be made in this Plan for such Participant, he or she shall receive the minimum allocation or benefit in this Plan or any other defined contribution plan that is sponsored by the Trustees provided, he or she is (i) an Eligible Employee as described in the applicable plan document; and (ii) has completed 1,000 Hours of Service (in accordance with such defined benefit plan) during such Plan Year. In the event a Participant is entitled to a Top-Heavy minimum benefit accrual under a defined benefit plan and is not otherwise eligible for a Top-Heavy minimum allocation under this Plan because of severance of employment prior to the last day of the Plan Year, such requirement shall be waived in this Plan solely to the extent the Top-Heavy minimum is required to be given in this Plan. Participants covered by a collective bargaining agreement shall share in Top-Heavy minimum allocations provided retirement benefits were the subject of good faith bargaining.
- (3) **Amount of Minimum Allocation/Benefit.** If the Participant is not eligible to participate in a defined benefit plan in a group specified in Section 15.01, the Top-Heavy minimum allocation ("defined contribution minimum") shall not be less than the lesser of 3% of such Participant's Statutory Compensation or the largest percentage of Company contributions and forfeitures, as a percentage of Key Employee's Statutory Compensation, as limited by Code section 401(a)(17), allocated on behalf of any Key Employee for that Plan Year. If: (i) the Participant is eligible to participate in a defined benefit plan in a group specified in Section 15.01, (ii) satisfies the requirement in the defined benefit plan to receive the Top-Heavy minimum under the terms of that plan, and (iii) the Top-Heavy minimum

is to be given in this Plan, the Top-Heavy minimum benefit ("defined benefit minimum") shall be determined under one of the following methods:

- (A) **Defined Benefit Minimum.** A defined benefit minimum, which is an accrued benefit at any point in time equal to at least the product of (i) a Participant's average annual compensation for the period of consecutive years (not exceeding five) when the Participant had the highest aggregate compensation from the Employer and (ii) the lesser of 2% per year of service or 1-year period of service (within the meaning of Code section 416), as applicable, with the Employer or 20%, subject to the rules of Code section 416 and the Regulations thereunder;
 - (B) **Floor Offset.** A floor offset approach, pursuant to Revenue Ruling 76-259, 1976-2 C.B. 111, under which the defined benefit minimum of the defined benefit plan that is provided pursuant to Subsection (A) above is offset by the benefits provided under the defined contribution plan (or plans);
 - (C) **Comparability Analysis.** A demonstration, using a comparability analysis of Rev. Rul. 81-202, that the plans are providing benefits at least equal to the defined benefit minimum that is provided pursuant to Subsection (A) above; or
 - (D) **Defined Contribution Minimum.** An allocation of Employer contributions and forfeitures that are made on behalf of such Participant under this Plan (or any defined contribution plan that is sponsored by the Trustees) equal to 5% of the Participant's Statutory Compensation unless offsetting a portion of the minimum allocation in another plan or the Participant in this Plan is not a participant in the defined benefit plan. If the Plan allocates its Profit Sharing or Pension Contribution using permitted disparity (integration), it may, therefore, substitute the 3% in the first step of its allocation process with 5% (or such other amount required) in order to satisfy the Top-Heavy minimum allocation.
- (4) The minimum allocation is determined without regard to any Social Security contribution. The Top-Heavy minimum shall be made even though, under other Plan

provisions, the Participant would not otherwise be entitled to receive an allocation, or would have received a lesser allocation for the Plan Year because of: (i) the Participant's failure to complete 1,000 Hours of Service (or any equivalent provided in the Plan); (ii) the Participant's failure to make mandatory Employee contributions to the Plan; or (iii) Compensation less than a stated amount.

- (5) Contributions under other Plans. In the event the minimum allocation requirement discussed in Subsection 15.02(a) is met solely or partially in another plan, this Plan may offset the minimum required allocation in Subsection 15.02(a) by the amount allocated in or the benefit accrued in the other plan. If, after applying the requirements of Code section 416, corresponding regulations and this Article 15, the Top-Heavy minimum allocation is not satisfied, then additional contributions may be made to this Plan and/or to one or more plans that are part of the Required Aggregation Group or Permissive Aggregation Group.
- (b) Matching Contributions. Employer matching contributions, if any, may be taken into account for purposes of satisfying the minimum contribution requirements of Code section 416(c)(2) and the Plan. The preceding sentence shall apply with respect to matching contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Employer matching contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of Code section 401(m).
- (c) The Top-Heavy requirements of Code section 416 and this Section shall not apply in any year beginning after December 31, 2001, in which the Plan consists solely of a cash or deferred arrangement which meets the requirements of Code sections 401(k)(11), 401(k)(12) or 401(k)(13) and matching contributions with respect to which the requirements of Code sections 401(m)(10), 401(m)(11) or 401(m)(12) are met; or in which the Plan is part of an "eligible combined plan" in compliance with Code section 414(x), IRS Notice 2009-71, and any superseding/subsequent guidance.

15.03 Minimum Vesting:

- (a) For any Plan Year in which this Plan is Top-Heavy, all Accounts shall be 100% vested and nonforfeitable.

- (b) The minimum vesting schedule applies to all benefits within the meaning of Code section 411(a)(7) except those attributable to Employee contributions or those already subject to a vesting schedule which vests at least as rapidly as the schedule listed above, including benefits accrued before the effective date of Code section 416 and benefits accrued before the Plan became Top-Heavy. Further, no decrease in a Participant's nonforfeitable percentage may occur in the event the Plan's status as Top-Heavy changes for any Plan Year. However, this Section does not apply to the Account balances of any Employee who does not have an Hour of Service after the Plan initially became Top-Heavy and such Employee's Account balance attributable to Company contributions and forfeitures will be determined without regard to this Section. The minimum allocation required (to the extent required to be nonforfeitable under Code section 416(b)) may not be forfeited under Code sections 411(a)(3)(B) or 411(a)(3)(D).

CONTRIBUTION REQUIREMENTS

5. Section 3.01(a) to the Plan is amended to read as follows:
- (a) Each Participating Employer shall, for each Plan Year, pay to the Trustees for allocation to the Employer Contribution Accounts of its Participants the amount which is specified in the Collective Bargaining Agreement, including amendments, extensions and renewals thereof. The current Collective Bargaining Agreement provisions are attached as Exhibit A.
6. A new Exhibit A, attached, is added to the Plan.
7. In all other respects, the provisions of the Plan are hereby ratified and confirmed, and they shall continue in full force and effect. In order to maintain the terms of the Plan in a single document, this Amendment may be incorporated into the most recent restatement of the Plan and the Table of Contents and any section numbers and section references or cross-references may be corrected and/or updated at any time.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Trustees have duly executed this Amendment on the 21st day of October, 2015.

TRUSTEES:

UNION

Norman Singer
William Green

EMPLOYERS

[Signature]
[Signature]

EXHIBIT A - CURRENT COLLECTIVE BARGAINING PROVISIONS

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

ERIE CONSTRUCTION COUNCIL, INC.

AND THE

INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS

BAC LOCAL NO. 9 PENNSYLVANIA

ERIE AND CRAWFORD COUNTIES, PENNSYLVANIA

EFFECTIVE MAY 1, 2014

EXPIRES APRIL 30, 2016

**ARTICLE V
WAGE RATES**

5.01 During the term of this Agreement, Bricklayers covered by this Agreement shall receive the following wage rates, deductions and contributions (subject to change) for the period May 1, 2014 through April 30, 2016.

The wage rates and contributions covered by the Erie Brick Chapter include Erie and Crawford Counties in the State of Pennsylvania.

The rate increase of \$.40 effective May 1, 2014 will be distributed as follows: \$.25 into the Health & Welfare, \$.08 into 3 Rivers Annuity and \$.07 into the IPF-PPA.

5/01/14

Base Wage Rate	\$27.27 Per Hour
Health and Welfare.	\$ 6.50 Per Hour <u>Paid</u>
Building Trades Pension	\$ 2.74 Per Hour <u>Paid</u>
BTP-PPA.	\$ 1.28 Per Hour <u>Paid</u>
I.U. Pension	\$ 1.50 Per Hour <u>Paid</u>
PF-PPA	\$.37 Per Hour <u>Paid</u>
Three Rivers Annuity.	\$ 4.20 Per Hour <u>Paid</u>
I.M.I.	\$.60 Per Hour <u>Paid</u>
Local 9 Apprentice & Education	\$.05 Per Hour <u>Paid</u>
Education, Training and Promotion	\$.02 Per Hour <u>Paid</u>
CIAP Industry	\$.22 Per Hour <u>Paid</u>
TOTAL PACKAGE	\$ 44.75

DEDUCTIONS

Dues	\$1.57 Per Hour <u>Paid</u>
Building Fund	\$.10 Per Hour <u>Paid</u>

SCHEDULE OF INCREASES

11/01/14	\$.40
Total Package .	\$.45.15
05/01/15	\$.40
Total Package .	\$.45.55
11/01/15	\$.35
Total Package .	\$.45.90

APPRENTICE RATES

HOURS	% OF RATE
FIRST 1500	50%*
NEXT 1500	60%
NEXT 1500	70%
NEXT 1500	80%

*IF APPRENTICE DOES NOT ATTEND THE I.M.I. TRAINING SCHOOL, THE FIRST 90 DAYS SHALL BE AT 35% OF THE RATE.

HOURLY DUES ARE TO BE DEDUCTED FROM APPRENTICES' PAY AT THE SAME PERCENTAGE RATE OF APPRENTICE SCALE.

LOCAL ANNUITY AND BUILDING TRADES PENSION CONTRIBUTIONS FOR APPRENTICES ARE PAID ACCORDING TO THE PERCENTAGE OF THE JOURNEYMAN'S WAGES THEY RECEIVE.

Hourly Dues are to be deducted from Apprentices' Pay at the same percentage of the Apprentice scale.

The above distribution of wages is based upon the package agreed upon by the Contractors and the Union at the Joint Negotiations Sessions. Any of the above increases, at the option of the Union, may be reduced by any determined amount at any annual term and said amount to be applied to any mutually agreed upon Insurance Fund, Bricklayers Pension Fund, or Hourly Dues Check Off, Savings Plan, Supplementary Pension Plan or any other Fund or Plan, all as mutually agreed upon.

5.02 ADJUSTMENT OF RATES

If during the term of this Agreement, Prevailing Rates as determined by the Federal or State governments should be eliminated or modified, the parties agree to meet within 30 days of modification for the purpose of adjusting wages to remain competitive and no additional scheduled wage or fringe benefit increases shall go into effect.

**ARTICLE VI
FUNDS AND CONTRIBUTIONS**

6.01 The Employer shall contribute to the Health and Welfare Fund, Local Pension Funds, Local Annuity Funds, Local Dues, Joint Apprentice and Training Funds, I.M.I., Local Industry and Association Funds, I.U. Pension Funds, or any other contribution, as itemized above, for each actual hour worked by the Employee. All fringe benefits and contributions for overtime hours worked shall be paid at the appropriate rate of one and a half (1 ½) times or double (2) time.

a. Bricklayers & Trowel Trades International Pension Fund

*Pension Protection Act Contribution (IPF-PPA)

1. The contribution to the Bricklayers and Trowel Trades International Pension7

Fund (IPF) shall be a total of one dollar and fifty cents (\$1.50) for each hour paid.

2. Due to the unprecedented turmoil and upheaval in the investment market that this Fund (IPF) has experienced in the past years, the Trustees of the IPF has made important changes to the Plan to meet these challenges. Therefore, effective May 1, 2014, in addition to the above \$1.50 per hour IPF contribution, the employer shall also contribute thirty seven cents (\$.37)per hour to the Bricklayers and Trowel Trades International Pension Fund Pension Protection Act account (IPF-PPA) which shall be used solely to increase the Plan's current funding and will not be recognized for benefit accrual under the Plan.

6.02 All Agreements, Declarations of Trust, or Plan Documents of the Funds or any contribution to which the Employer must contribute under Appendix A and Appendix B, as they exist at the signing of this Agreement or are amended thereafter, are hereby agreed to and incorporated herein.

6.03 Contributions and payments that the Employer is required to make under this Agreement to the Funds shall be made monthly and shall be accompanied by a report or reports in the form(s) prescribed by the Funds. Contributions, payments and report(s) for each month shall be postmarked on or before the prescribed due date in the individual Fund Agreement. It is agreed that no penalties or interest shall be assessed before the end of the month in which the payments are due.

6.04 Contributions shall "follow the man". In other words, all funds paid or contributed on behalf of an Employee shall be paid or contributed to the collection agency which in turn shall distribute all such funds to the "home" Local or Fund of the Employee, as appropriate, and no part of such amounts shall be distributed to the Local and/or Fund in the area of which the contributions may actually have been generated if other than the Employee's 'home' Local. The actual amounts to be contributed by the Employer shall be those amounts required in the geographical area in which the work generating the contributions occurs.

6.05 Membership in, affiliation with, or stipulation to any other Fund, Association or Club, or lack of membership in any of the aforementioned shall not absolve or relieve any Employer covered by this Agreement from his obligation to make the aforementioned payments.

6.06 The Union may allocate any portion of a wage package increase into any one or more of the existing Funds. The Union must notify Erie Construction Council, Inc. in writing at least thirty (30) days prior to the effective date of any increase into said Funds.

6.07 Any Employer who becomes more than thirty (30) days delinquent in said payments shall be in violation of this Agreement. The term 'delinquent' shall mean any Employer who becomes more than thirty (30) days past due in said payments.

6.08 Should any Employer be found delinquent by the Grievance Committee to any of the Funds or contributions listed above, the Employer shall be required to pay all liquidated damages uniformly assessed as are determined by the governing bodies of the Funds. Payment shall be reported and paid monthly on forms supplied to the Employer for this purpose.

6.09 Should any Employer become delinquent in his payments to any Fund, then the Employer agrees upon written request of the Fund Trustees to post such security as they request for the payment of such delinquencies in the form of cash. This section shall apply only when the

APPENDIX B

ERIE BRICK CHAPTER RATES
NEGOTIATED 4/11/12

The rates and contributions covered by the Erie Brick Chapter Contract include Erie and Crawford Counties in the state of Pennsylvania

As of 5/1/12

Rate increase of \$.65 per hour to be distributed as follows: \$.60 into the Base Pay and \$.05 into Three Rivers Annuity. In Addition, \$.03 will be removed from the Promotion Fund and put into the Apprentice Fund.

Base Wage Rate.	\$26.67
Health & Welfare.	\$ 6.75
Three Rivers Annuity.	\$ 3.65
Bldg Trades Pension.	\$ 2.74
BTP-PPF.	\$.57
I.U. Pension.	\$ 1.50
IPF-PPA	\$.23
I.M.I.	\$.60
Apprentice Fund #9	\$.05
Industry Fund.	\$.22
Promotion Fund	\$.02
Dues	\$. 1.51
Building Fund	\$.10
Total Package	\$.43.00
11/1/12 Increase	\$.35
Building Trades – PPA.	\$.33
Total Package	\$.43.35
5/1/13 Increase	\$.65
Total Package	\$.44.00
11/1/13 Increase	\$.35
Building Trades – PPA.	\$.33
Total Package.	\$.44.35

APPENDIX C

ERIE BRICK CHAPTER RATES
NEGOTIATED 4/2/14

The rates and contributions covered by the Erie Brick Chapter Contract include Erie and Crawford Counties in the state of Pennsylvania

As of 5/1/14

Rate increase of \$.40 per hour to be distributed as follows: \$.25 into the Health & Welfare, \$.08 into Three Rivers Annuity and \$.07 into the IPF-PPA.

Base Wage Rate.	\$27.27
Health & Welfare.	\$ 6.50
Three Rivers Annuity.	\$ 4.20
Bldg Trades Pension.	\$ 2.74
BTP-PPF.	\$ 1.28
I.U. Pension.	\$ 1.50
IPF-PPA	\$.37
I.M.I.	\$.60
Apprentice Fund #9	\$.05
Industry Fund.	\$.22
Promotion Fund	\$.02
Total Package	\$44.75

Deductions

Dues	\$. 1.57
Building Fund	\$. .10

INCREASES

11/1/14 Increase	\$. .40
Building Trades – PPA.	\$. .41
Total Package	\$.45.15

5/1/15 Increase	\$.40
Intl Pens Fund PPA.	\$.07
Total Package	\$.45.55

11/1/15 Increase	\$.35
Building Trades – PPA.	\$.45
Total Package.	\$.45.90

Collective Bargaining Agreement

Between Independent Contractors

And the

International Union of Bricklayers

And

Allied Craftworkers

B.A.C. Local 9 Pennsylvania

Erie and Crawford Counties

Pennsylvania

Effective May 1, 2014

Expires April 30, 2016

The above distribution of wages is based upon the package agreed upon by the Contractors and the Union at the Joint Negotiations Sessions. Any of the above increases, at the option of the Union, may be reduced by any determined amount at any annual term and said amount to be applied to any mutually agreed upon Insurance Fund, Bricklayers Pension Fund, or Hourly Dues Check Off, Savings Plan, Supplementary Pension Plan or any other Fund or Plan, all as mutually agreed upon.

5.02 ADJUSTMENT OF RATES

If during the term of this Agreement, Prevailing Rates as determined by the Federal or State governments should be eliminated or modified, the parties agree to meet within 30 days of modification for the purpose of adjusting wages to remain competitive and no additional scheduled wage or fringe benefit increases shall go into effect.

ARTICLE VI FUNDS AND CONTRIBUTIONS

6.01 The Employer shall contribute to the Health and Welfare Fund, Local Pension Funds, Local Annuity Funds, Local Dues, Joint Apprentice and Training Funds, I.M.I., I.U. Pension Funds, or any other contribution, as itemized in Appendix A, for each actual hour worked by the Employee. All fringe benefits and contributions for overtime hours worked shall be paid at the appropriate rate of one and a half (1 ½) times or double (2) time.

(a) Bricklayers and Trowel Trades International Pension Fund *Pension Protection Act Contribution (IPF-PPA).

1. The Contribution to the Bricklayers and Trowel Trades International Pension Fund (IPF) shall be a total of one dollar and fifty cents (\$1.50) for each hour paid.
2. Due to the unprecedented turmoil and upheaval in the investment market that this Fund (IPF) has experienced in the last years, the Trustees of the IPF have made important changes to the Plan to meet these challenges. Therefore, in addition to the above \$1.50 per hour IPF contribution, the Employer shall also contribute **thirty seven cents (\$.37) per hour** to the Bricklayers and Trowel Trade International Pension fund pension Protection Act account (IPF-PPA) which shall be used solely to increase the Plan's current funding and will not be recognized for benefit accrual under the Plan.

(b) Building Trades Pension Fund of Western Pennsylvania *Pension Protection Act Contributions.

1. The Contributions to the Building Trades Pension fund of Western Pennsylvania, shall be a total of two dollars and seventy four cents (\$2.74) for each hour paid.

2. Due to the unprecedented turmoil and upheaval in the investment market that the Building Trades Pension fund of Western Pennsylvania has experienced in the last year, the Trustees of the Building Trades Pension Fund of Western Pennsylvania made important changes to the plan to meet these challenges, Therefore, in addition to the above \$2.74 per hour Building Trades Pension Fund Contribution, the Employer shall also contribute 10% per hour paid compounded annually effective November 1, 2010 to the Building Trades Pension Fund of Western Pennsylvania Pension Protection Act account which shall be used solely to increase the Plan's current funding and will not be recognized for benefit accruals under the Plan.
3. The employer shall contribute \$.41 per hour paid effective November 1, 2014 to the Building Trades of Western Pennsylvania Pension Fund Pension Protection account.
4. The employer shall contribute \$.45 per hour paid, effective November 1, 2015 to the Building Trades of Western Pennsylvania Pension Fund Pension Protection account.

6.02 All Agreements, Declarations of Trust, or Plan Documents of the Funds or any contribution to which the Employer must contribute under Appendix A and Appendix B, as they exist at the signing of this Agreement or are amended thereafter, are hereby agreed to and incorporated herein.

6.03 Contributions and payments that the Employer is required to make under this Agreement to the Funds shall be made monthly and shall be accompanied by a report or reports in the form(s) prescribed by the Funds. Contributions, payments and report(s) for each month shall be postmarked on or before the prescribed due date in the individual Fund Agreement. It is agreed that no penalties or interest shall be assessed before the end of the month in which the payments are due.

6.04 Contributions shall "follow the man". In other words, all funds paid or contributed on behalf of an Employee shall be paid or contributed to the collection agency which in turn shall distribute all such funds to the "home" Local or Fund of the Employee, as appropriate, and no part of such amounts shall be distributed to the Local and/or Fund in the area of which the contributions may actually have been generated if other than the Employee's "home" Local. The actual amounts to be contributed by the Employer shall be those amounts required in the geographical area in which the work generating the contributions occurs.

6.05 Membership in, affiliation with, or stipulation to any other Fund, Association or Club, or lack of membership in any of the aforementioned shall not absolve or relieve any Employer covered by this Agreement from his obligation to make the aforementioned payments.

6.06 The Union may allocate any portion of a wage package increase into any one or more of the existing Funds. The Union must notify The Independent Contractors in writing at least thirty (30) days prior to the effective date of any increase into said Funds.

6.07 Any Employer who becomes more than thirty (30) days delinquent in said payments shall be in violation of this Agreement. The term "delinquent" shall mean any Employer who becomes more than thirty (30) days past due in said payments.

6.08 Should any Employer be found delinquent by the Grievance Committee to any of the Funds or contributions listed in Appendix A of this Agreement, the Employer shall be required to pay all liquidated damages uniformly assessed as are determined by the governing bodies of the Funds. Payment shall be reported and paid monthly on forms supplied to the Employer for this purpose.

6.09 Should any Employer become delinquent in his payments to any Fund, then the Employer agrees upon written request of the Fund Trustees to post such security as they request for the payment of such delinquencies in the form of cash. This section shall apply only when the Administrator of such Fund shall have first communicated with the delinquent Employer in writing, warning him of the delinquency and the amount thereof and having given him twenty (20) calendar days to correct said delinquency. The monies deposited under this provision shall be in addition to any delinquent assessment provided by the Fund instrument. The Fund shall retain the sums deposited under this section for a period of one (1) calendar year and if the delinquent Employer has had no further delinquencies during this period, his monies shall be refunded. If any additional delinquency occurs during this period, the monies deposited shall be retained by the Fund as a part thereof as liquidated damages. Any income derived from the use of the monies of the Fund shall at all times inure to the benefit of the Fund.

6.10 The Employer may be required to post a cash bond or other form of security to cover Fund contributions required to be made under this Agreement.

6.11 The necessity of posting a bond, the amount of and the form of the bond posted, and the type of surety shall be subject to the approval of the governing bodies of the Funds.

6.12 During the term of this Agreement, there shall be no strike, work stoppage, slow-down, lockout or any other interference with or impeding of work, except as hereinafter expressly provided.

6.13 However, the Union reserves the right to withhold services for improper payment of wages and/or fringe benefits. The Union agrees to follow the procedures as outlined in the Agreement governing this Section.

6.14 This is jointly agreed to as a positive solution to promote the proper and timely payment of wages and fringes by all Employers signatory to the Collective Bargaining Agreement between the Independent Contractors and the Bricklayers and Allied Craftworkers Local #9 of PA.

6.15 It is not the intent of the parties to have multi-employer projects shut-down because of non-payment of wages or fringes by an Employer on the project. Both parties agree to take immediate positive action to prevent such shut-down and prevent the Employer from violating the monetary obligations under this Agreement. Such positive action shall include the following:

- a) The Trustees of the Trust Funds, through their Administrator, shall furnish the Union with a list of delinquent Contractors each month.
- b) If a Contractor becomes delinquent, the Union shall notify, by certified mail, the violating Employer of the non-payment and/or delinquency.
- c) The Union shall have the right to withhold the Employees of the violating Employer after five (5) days of notice if the violation has not been corrected.
- d) The Union shall have the right to withhold services and such action shall not be deemed to be a violation of this Agreement.

6.16 The undersigned parties do hereby ratify, adopt and confirm the Agreements and Declarations of Trust of the International Masonry Institute Promotion Trust and do hereby agree to be bound by each and every provision contained therein and do each and every act as required and provided therein. Said parties do further consent to the appointment of the Trustees, heretofore designated and ratify, approve and consent to all matters heretofore done in connection with the creation and administration of said Agreements and Declarations of Trust and International Masonry Institute Promotion Trust.

ARTICLE VII

PAY PERIOD

7.01 The regular payday shall be once every week and the wages shall be paid in cash or payroll check. When a payday falls on a holiday the Contractor will pay the day before the holiday. When an Employee is permanently laid off he shall be paid in full.

ARTICLE VIII

SAFETY CONDITIONS

8.01 All Employees, including Foremen, must abide by any and all OSHA regulations including but not limited to, the wearing of personal protective equipment where provided and when operations in use present potential danger to eyes, ears, face, respiratory system, hands, and limbs. In the event the Employee, including Foremen, for whatever reason, fails to wear said equipment, the Employer and the Union, upon inspection and review, may impose reprimands and/or fines against the Employee, including Foremen. The Employer shall have the right to terminate any Employee, including Foremen, for repeated violations of the safety rules.

8.02 If an Employer is cited for any OSHA violation for which the Employee, including Foremen, is found to be at fault, said Employee, including Foremen, may be reprimanded or fined however, evidence of the fact the Employee, including Foremen, is at fault is provided by the Employer.

8.03 Employees should maintain all personal safety equipment in good repair, suitable for use and available when needed. The Employer agrees to replace personal safety equipment when such equipment is worn out and no longer usable. The Employee must turn in worn out personal safety equipment before a replacement is issued. The above applies to hard hats, winter liners, plastic goggles and respirators. The Employee shall provide their own boots and gloves. The Employer shall provide safety belts, lanyards, harnesses and shock absorbers, face guards and welding masks when required. Same shall be returned to the Contractor when not in use, at the completion of the job or upon termination of employment. The Employer may withhold the cost of such equipment from the Employee's final paycheck until such equipment is returned.

8.04 No Bricklayer is permitted to reach down below the level he is standing on, such as a scaffold, platform or floor, unless impractical to do so by any other means and then only if necessary safety precautions are taken.

APPENDIX A

INDEPENDENT CONTRACTORS ERIE BRICK CHAPTER

The wage rates and contributions covered by the Erie Brick Chapter include Erie and Crawford Counties in the State of Pennsylvania.

AS OF 05/01/10

Base Wage Rate	\$25.07 per hour
Health and Welfare.	\$ 6.75 per hour paid
Building Trades Pension	\$ 2.74 per hour paid
I.U. Pension	\$ 1.50 per hour paid
*IPF-PPA.	\$.23 per hour paid
Three Rivers Annuity	\$ 3.65 per hour paid
I.M.I. (International Masonry Inst.).	\$.60 per hour paid
Local 9 Apprentice & Education	\$.02 per hour paid

DEDUCTIONS

Dues	\$ 1.42 per hour paid
Building Fund	\$.10 per hour paid
Total Package	\$40.56 per hour paid

11/01/10 Increase	\$.23 per hour
Building Trades - PPA.	\$.27 per hour paid
Total Package	\$41.06 per hour paid

5/1/2011 Increase.	\$.50 per hour
Total Package.	\$41.56 per hour paid

11/01/11 Increase	\$.45 per hour
Building Trades - PPA.	\$.30 per hour paid
Total Package	\$42.31 per hour paid

APPRENTICE RATES

HOURS	% OF RATE
FIRST 1500	50%*
NEXT 1500	60%
NEXT 1500	70%
NEXT 1500	80%

*IF APPRENTICE DOES NOT ATTEND THE I.M.I. TRAINING SCHOOL, THE FIRST 90 DAYS SHALL BE AT 35% OF THE RATE.

HOURLY DUES ARE TO BE DEDUCTED FROM APPRENTICES' PAY AT THE SAME PERCENTAGE RATE OF APPRENTICE SCALE.

LOCAL ANNUITY AND BUILDING TRADES PENSION CONTRIBUTIONS FOR APPRENTICES ARE PAID ACCORDING TO THE PERCENTAGE OF THE JOURNEYMAN'S WAGES THEY RECEIVED

END OF APPENDIX A

APPENDIX B

Erie Independent Contractor Rates of the Erie Chapter
Negotiated 4/11/12

The rates and contributions covered by the Independent Contractors Agreement include Erie and Crawford Counties in the state of Pennsylvania.

As of 5/1/2012

Base Wage Rate	\$26.82 per hour
Health and Welfare.	\$ 6.75 per hour paid
Building Trades Pension	\$ 2.74 per hour paid
BTP-PPA.	\$.57 per hour paid
I.U. Pension	\$ 1.50 per hour paid
*IPF-PPA.	\$.23 per hour paid
Three Rivers Annuity	\$ 3.70 per hour paid
I.M.I. (International Masonry Inst.).	\$.60 per hour paid
Local 9 Apprentice & Education	\$.05 per hour paid

DEDUCTIONS

Dues	\$ 1.50 per hour paid
Building Fund	\$.10 per hour paid
Total Package	\$42.96 per hour paid

11/01/12 Increase	\$.35 per hour
Building Trades - PPA.	\$.33 per hour paid
Total Package	\$43.31 per hour paid

5/1/2013 Increase.	\$.65 per hour
Total Package.	\$43.96 per hour paid

11/01/13 Increase	\$.35 per hour
Building Trades - PPA.	\$.36 per hour paid
Total Package	\$44.31 per hour paid

APPRENTICE RATES

HOURS	% OF RATE
FIRST 1500	50%*
NEXT 1500	60%
NEXT 1500	70%
NEXT 1500	80%

*IF APPRENTICE DOES NOT ATTEND THE I.M.I. TRAINING SCHOOL, THE FIRST 90 DAYS SHALL BE AT 35% OF THE RATE.

HOURLY DUES ARE TO BE DEDUCTED FROM APPRENTICES' PAY AT THE SAME PERCENTAGE RATE OF APPRENTICE SCALE.

LOCAL ANNUITY AND BUILDING TRADES PENSION CONTRIBUTIONS FOR APPRENTICES ARE PAID ACCORDING TO THE PERCENTAGE OF THE JOURNEYMAN'S WAGES THEY RECEIVED

END OF APPENDIX B

APPENDIX C

Erie Independent Contractor Rates of the Erie Chapter
Negotiated 4/2/2014

The rates and contributions covered by the Independent Contractors Agreement include Erie and Crawford Counties in the State of Pennsylvania.

As of 5/1/2014

Base Wage Rate	\$27.42 per hour
Health & Welfare	\$ 6.50 per hour paid
Building Trades Pension.	\$ 2.74 per hour paid
BTP-PPA	\$ 1.28 per hour paid
I.U. Pension	\$ 1.50 per hour paid
*IPF-PPA	\$.37 per hour paid
Three Rivers Annuity	\$ 4.25 per hour paid
I.M.I. (International Masonry Inst. \$.60 per hour paid	
Local 9 Apprentice & Education . . .	\$.05 per hour paid
Total Package	\$44.71

DEDUCTIONS

Dues.	\$ 1.56 per hour paid
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INCREASES

11/1/14 Increase.	\$.40 per hour
Building Trades PPA	\$.41 per hour paid
Total Package	\$45.11

5/1/2015 Increase.	\$.40 per hour
Intl Pens Fund PPA	\$.07 per hour
Total Package.	\$45.51

11/1/2015 Increase.	\$.35 per hour
Building Trades PPA.	\$.45 per hour paid
Total Package.	\$45.86

APPRENTICE RATES

HOURS.	% OF RATE
FIRST 1500.	50%*
NEXT 1500.	60%
NEXT 1500.	70%
NEXT 1500.	80%

*IF APPRENTICE DOES NOT ATTEND THE I.M.I. TRAINING SCHOOL, THE FIRST 90 DAYS SHALL BE AT 35% OF THE RATE.
 HOURLY DUES ARE TO BE DEDUCTED FROM APPRENTICES' PAY AT THE SAME PERCENTAGE RATE OF APPRENTICE SCALE.
 LOCAL ANNUITY AND BUILDING TRADES PENSION CONTRIBUTIONS FOR THE APPRENTICES ARE PAID ACCORDING TO THE PERCENTAGE OF THE JOURNEYMAN'S WAGES THEY RECEIVED.

END OF APPENDIX C

AGREEMENT

This Agreement, made this 17th day of June 2013, and revised June 1, 2015, by and between Restoration Contractors of Western Pennsylvania, party of the first part, and the Pointers, Cleaners and Caulkers of the Bricklayers and Allied Craftworkers Local 9 PA, party of the second part, for the purpose of preventing strikes and lock-outs and facilitating a peaceful adjustment of all grievances, disputes and differences of opinion which may from time to time arise between the parties hereto and for the purpose of preventing other waste and unnecessary expense, annoyance or delays making building costs as low, stable and certain as possible, consistent with fair wage rates, for the advancement of labor and management in skill and management in skill and productivity.

The No Strike Clause of this Agreement shall not be in effect if the parties do not reach an Agreement by the expiration date listed herein.

EFFECTIVE DATE – JUNE 1, 2013

EXPIRES MAY 31, 2023

10 year agreement

Revised June 1, 2015

With a wage reopener in 3 years

WAGE REOPENER NOTIFICATION DATE – MARCH 1, 2018

Good faith negotiations are to begin in early February 2018

ARTICLE I JURISDICTION

Section 1. The geographical jurisdiction of Pointers, Cleaners and Caulkers Local 9 PA are the following counties: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Clarion, Erie, Crawford, Clearfield, Elk, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington and Westmoreland. In addition, Local 9 will have jurisdiction in six (6) townships in Centre County as follows: Halfmoon, Houston, Patton, Rush, Taylor and Worth

ARTICLE XIV
FRINGE BENEFITS

1. Effective June 1, 2015, the Employer hereby agrees to contribute the following fringe benefit funds the amounts as indicated for all hours worked:

- a. Bricklayers and Masons Welfare Fund of Western PA \$ 6.75
- b. Building Trades Pension Fund of Western PA. \$ 2.00
- c. BTP-PPA \$ 1.22
- d. Three Rivers Annuity Fund \$ 5.07
- e. Bricklayers & Trowel Trades International Pension Fund \$.50
- f. International Pension Fund-Pension Protection Act (IPF-PPA). . \$.14
- g. International Masonry Institute \$.55
- h. Working Dues (deduction) \$ 1.60
- i. Building Fund (deduction) \$.10
- j. Apprentice Fund \$.10
- k. PCC Contractor Fund. \$.03

As wage increases in Article XI, Section 2 are instituted, the Employers will be notified of any changes in the above contributions.

a. The contribution to the Building Trades Pension fund is currently a total of two dollars (\$2.00) per hour for each hour paid.

b. Due to the unprecedented turmoil and upheaval in the investment market that this fund (BTP) has experienced in the past years, the Trustees of the BTP have made important changes to the Plan to meet these challenges. Therefore, in addition to the above (\$2.00) contribution, the Employer shall also contribute twenty cents (\$.20) per hour to the Building Trades Pension fund Pension Protection Act account (BTP-PPA) which shall be used solely to increase the Plan's current funding and will not be recognized for benefit accrual under the Plan. As of June 1, 2015, the compounded amount is one dollar and twenty two cents (\$1.22) and will continue to follow the default schedule as necessary.

c. When an Employee is working out of his Home Area and out of the jurisdiction of his Home Fund, the benefit Responsive Pension Contributions actually received on behalf of such employee shall be transferred to his Home Fund.

All Transfers shall be accompanied by a record of the hours and/or wages on which such contributions are based. Further, each Fund agrees to make such transfers as promptly as possible in accordance with the customary and normal business routine of the Fund.

2. This Article shall apply to all apprentices, journeymen, foremen, general foremen and/or employees working in any capacity of work falling under the jurisdiction of this Agreement. All contributions are to made payable to the Bricklayers Combined Funds of Western Pennsylvania and sent to GEMGroup, 1200 Three Gateway Center, Pittsburgh, PA 15222.

AGREEMENT

This AGREEMENT, made the seventh day of May 2013 by and between the **Terrazzo Contractors of Western Pennsylvania** and vicinity, party of the first part, and the **Terrazzo and Mosaic Workers Local Number 9 Pennsylvania**, party of the second part, for the purpose of preventing strikes and lock-outs and facilitating a peaceful adjustment of all grievances, disputes and differences of opinion which may from time to time arise between the parties hereto and for the purpose of preventing other waste and unnecessary and avoidable expense, annoyance or delays making building costs as low, stable and certain as possible, consistent with fair wage rates for the advancement of labor and management in skill and productivity.

EFFECTIVE DATE - JUNE 1, 2013

The No Strike Clause of this Agreement shall not be in effect if the parties do not reach an agreement by the reopen date listed herein.

EXPIRES - MAY 31, 2016

NOTIFICATION DATE – APRIL 1, 2016

ARTICLE I

That in consideration of the Agreement made this day, which is to remain in full force and effect for 3 years until the **thirty-first (31st) day of May 2016** unless sooner abrogated by mutual consent of the parties hereto, we do each for ourselves and every individual member of our organization pledge our full compliance with all of its terms.

JURISDICTION

The geographical jurisdiction of Terrazzo & Mosaic Workers Local 9 PA are the following counties: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Clarion, Clearfield, Crawford, Erie, Elk, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren Washington and Westmoreland. In addition, Local 9 will have jurisdiction in six (6) townships in Centre County as follows: Halfmoon, Houston, Patton, Rush, Taylor and Worth.

ARTICLE II **SCOPE OF WORK**

Section 1: This Agreement covers all Mosaic, Terrazzo and Composition Terrazzo work as specified in the Constitution of the International Union of Bricklayers and Allied Craftworkers.

Section 2: MOSAIC AND TERRAZZO WORK: Polished terrazzo, rustic terrazzo, epoxy terrazzo, mosaic and venetian enamel and terrazzo; cutting and assembling of mosaics; the casting of all terrazzo in shops and on jobs; all rolling of terrazzo work; grinding, grouting, pointing, polishing, sanding and cleaning of terrazzo work.

A. The bedding above concrete floors or walls, that the preparation of cutting, laying or setting of metal, composition or wooden strips and grounds and the laying and cutting of metal, strips, lath or reinforcement where used in mosaic and terrazzo work shall be the work of the mosaic and terrazzo worker.

ARTICLE IX

WORKING DUES

The Employer is to deduct three and one half percent (**3 1/2%**) of **gross wages**, including fringes, for each hour worked by each journeyman and apprentice covered by this Agreement, as working in the geographical jurisdiction of another union which requires working dues deduction on behalf of that Union, no deduction will be made on behalf of this Union. The Employer is to deduct an additional **\$.10 dues for each hour worked for the Building Fund**. All moneys deducted shall be forwarded in accordance with Article VII.

ARTICLE X

FRINGE BENEFIT FUNDS

1. Effective June 1, 2013, the employer hereby agrees to contribute to the following Fringe Benefit Funds for Terrazzo Workers I, the amounts as indicated:

a. Bricklayers and Masons Welfare Fund of Western PA	\$ 6.00
b. Building Trades Pension fund of Western PA	\$ 1.70
c. Bldg. Trades Pens. – Pens. Protection Act	\$.57
d. Three Rivers Annuity fund of Western PA	\$ 3.77
e. International Masonry Institute	\$.46
f. International Trowel Trades Pension Fund	\$ 1.50
g. International Pens. Fund – Pens. Protection Act.	\$.30
h. Apprentice Fund	\$.05
TOTAL	\$14.35

One dollar and Forty Nine Cents (\$1.49) per hour shall be deducted from Terrazzo Workers I employees as working **dues** and forwarded in accordance with Section 4 of this Article. An additional **ten cents (\$.10)** per hour worked shall be deducted as Building Fund Dues and forwarded in accordance with Section 4 of this Article.

2. Effective June 1, 2013, the employer hereby agrees to contribute to the following Fringe Benefit Funds for Terrazzo Workers II, the amounts as indicated:

a. Bricklayers and Masons Welfare Fund of Western PA	\$ 6.00
b. Building Trades Pension Fund of Western PA	\$.25
c. Bldg Trades Pens – Pens. Protection Act	\$.27
d. Three Rivers Annuity Fund of Western PA	\$ 5.13
e. International Masonry Institute	\$.42
f. International Trowel Trades Pension Fund	\$ 1.00
g. International Pens. Fund – Pens. Protection Act	\$.20
h. Apprentice Fund	\$.05
TOTAL	\$13.32

One dollar and forty four cents (\$1.44) per hour shall be deducted from Terrazzo Workers II employees as working **dues** and forwarded in accordance with Section 4 of this Article. An additional **ten cents (\$.10)** per hour worked shall be deducted as Building Fund Dues and forwarded in accordance with Section 4 of this Article.

3. The amounts set forth are to be for all straight time hours paid.

4. This Article shall apply to all journeymen, apprentices, foremen, general foremen and/or employees working in any capacity on work falling under the jurisdiction of this Agreement. All contributions are to be made payable to the Bricklayers Combined Funds of Western Pennsylvania and sent to The Gem Group, 1200 Three Gateway Center, Pittsburgh, Pennsylvania 15222.

5. The employer agrees to complete and submit in conjunction with the contributions due, a monthly report showing the name, social security number, gross wages earned and other such information as may be required on a form furnished for this purpose by the Trustees of the Fund. Such reports are to be submitted (postmarked) together with the payment due to the various funds by the **thirtieth (30th)** day of the month following the last day of the month in which the employee last worked. If the Employer has had no employees during the month, he is to submit a negative report indicating that he has had no employees working in the month in which the report is due.

6. It is agreed that no penalties or interest shall be assessed before the end of the month in which the payments are due. If an Employer shall fail to remit the required contributions when same shall be due and payable, said Employer shall be considered delinquent and in breach of this Agreement and shall pay the sum equal to two percent (2%) of the amount due to cover auditing, added bookkeeping costs and other incidental expenses, plus interest at the rate of two per cent (2%) per month of the amount of the delinquent contributions, plus all court costs and reasonable attorney's fees in the event a suit is instituted to collect such delinquent payments.

7. Upon written request by the Board of Trustees, the Employer agrees to furnish to the trustees or their authorized representative, such payroll records of original entry, including copies of Federal and State Payroll Tax Returns, as the Trustees shall deem necessary, for a proper determination, verification or audit of the contributions due this Fund. Said examination shall be made during the normal business hours.

8. A copy of this Agreement and declaration of Trust of the Bricklayers and Masons Welfare Fund of Western Pennsylvania, which sets forth the purposes and obligations of the parties to this Trust Agreement, is made a part hereof by reference and is marked "Exhibit A". A copy of the Agreement and Declaration of Trust of the Building Trades Pension Fund of western Pennsylvania, which sets forth the purposes and obligations of the parties of this Trust Agreement, is made a part hereof by reference and is marked "Exhibit B". A copy of the Agreement and Declaration of Trust of the Three Rivers Annuity Fund, which sets forth the purposes and obligations of the parties of this Trust Agreement, is made part hereof by reference and is marked "Exhibit C". Further, the Employer hereby agrees to the terms of such Agreements and the appointment of the Trustees now serving or hereafter appointed in accordance with the terms of such Agreements and Declaration of Trust.

9. It is understood that the Union can strike over the violation of this Article.

ARTICLE XI

BOND CLAUSE

Should an Employer develop a history of delinquency or have no past record of payments in this jurisdiction, the Employer may required to post a cash bond or other form of security to cover Fund contributions required to be made under this Agreement.

The necessity of posting a bond, the amount of and the form of the bond posted and the type of surety shall be determined by the Union.

MASON CONTRACTORS
ASSOCIATION OF WESTERN PENNSYLVANIA
And The
TILE SETTERS
And The
TILE & MARBLE FINISHERS
Of The
BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL #9 PA

Effective June 1, 2015

Expires May 31, 2018



ARTICLE V

WORKING RULES

Section 1. Eight (8) hours work shall constitute a day's work, Monday thru Friday, between the hours of 7:00 a.m. and 4:30 p.m. from Monday to Friday, inclusive, unless this clause is suspended by a clause in a contract covering residential or maintenance work, with a thirty (30) minute unpaid lunch period occurring in the middle of the shift.

The standard work week shall consist of five standard work days commencing on Monday and ending on Friday, inclusive and all Tile Setters shall be allowed a maximum of 15 minutes clean-up time at the end of the day. The normal starting and quitting times may be changed by contacting the Union for any change of start-up time. Overtime shall be paid on base pay only; fringes will be paid as described in Section 3, below.

Section 2. It is agreed that on any project when a full day's work is lost by a crew during the regular work week, Monday through Friday, with notification to the union, this time may be made up on Saturday at the regular rate of wages by the entire crew. All Saturday work must be scheduled on an 8 hour basis. All hours worked in excess of 40 hours in the work week or 8 hours each day, shall be paid at one and one-half the hourly rate. In the event an employee chooses not to work, no punitive action shall be taken by the employer against said employee. If a contractor violates the intent of the Saturday make up day clause, then the contractor will forfeit his right to use this clause on said job until a full arbitration hearing is held. Tile setters on the job shall have preference for all Saturday make-up days. If not enough Tile setters are available for Saturday work, the Contractor may bring in additional tile setters.

Section 3. Time and one half of the wage rate, shall be paid for all overtime hours; also for any work performed from Friday at designated quitting time until Monday at designated starting time except for Sundays and designated holidays in this agreement or days observed as such, which shall be paid at double time wage rate, unless this clause is superseded by a clause covering residential or maintenance work.

The following fringes are based on HOURS PAID: Building Trades Pension, BTP-PPA, IU Pension, IPF-PPA.

The following fringes are to be based on HOURS WORKED: Health & Welfare, IMI, Apprentice, MCAWP and Three Rivers Annuity. **HOWEVER, IF THE GENERAL CONTRACTOR REIMBURSES OVERTIME, THE THREE RIVERS ANNUITY SHALL BE BASED ON HOURS PAID. ALL ANNUITY CONTRIBUTIONS MUST BE ACCOMPANIED BY VERIFICATION WHETHER OR NOT THE GC REIMBURSED OVERTIME.**

Section 4. When men are regularly employed and report for work or when men are hired and bring their own tools on the job and are not placed at work, they shall receive two (2) hours pay including travel pay. This shall not apply under conditions over which the Employer has no control. Foreman shall call Employer within one (1) hour after start to inform Employer of the conditions on the job to determine the two (2) hour show up time.

ARTICLE XII
FRINGE BENEFIT FUNDS

Bricklayers and Masons Welfare Fund of Western PA.....HW
Setter \$6.75 Finishers \$6.75

Three Rivers Annuity Fund...HW-Unless GC reimburses OT then HP (with verification)
Setter \$6.00 Finishers \$3.35

International Trowel Trades Pension Fund.....HP
Setter \$1.75 Finishers \$1.40

International Trowel Trades Pension Fund Pens. Protection Act..HP
Setter \$.51 Finishers \$.41

Building Trades Pension.....HP
Setter \$.60 Finishers \$.14

Building Trades Pension- Pension Protection ActHP
Setter \$.39 Finishers \$.09

MCAWP.....HW
Setter \$.08 Finishers \$.08

International Masonry Institute Promotion Trust.....HW
Setter \$.54 Finishers \$.42

Apprenticeship.....HW
Setter \$.13 Finishers \$.13

BAC/PAC.....HW
Setter \$.0 Finishers \$.02

Tile Setters Working Dues 3 ½%.....
Wage and Fringes (Deduction)
Setter \$1.64 T Finishers \$1.29

Building Maintenance Fund (Deduction).....
Setter \$.10 Finishers \$.10

1. Employer shall contribute to the Building Trades Pension Fund, BTP-PPA, I.U. Pension Fund & IPF-PPA for each actual HOUR PAID. Employer shall contribute to the Health and Welfare Fund, Apprentice Fund, MCAWP, BAC/PAC, I.M.I. & Three Rivers Annuity for each actual HOUR WORKED. HOWEVER, VERIFICATION MUST ACCOMPANY ALL THREE RIVERS ANNUITY PAYMENTS AS TO WHETHER OR NOT THE GC WILL REIMBURSE THE OVERTIME. If the GC does not reimburse the overtime, Three Rivers Annuity contributions are based on HOURS PAID.

RESIDENTIAL AGREEMENT
Effective June 1, 2013 to May 31, 2018

This Agreement made this first day of June 2013 between Bricklayers and Allied Craftworkers Local 9 PA and Volpatt Tile Company, Inc.

Witnesseth

Whereas, the Employer and the Union recognize the Principal Collective Bargaining Agreements with the Tile Setters and the Tile and Marble Finishers contract of June 1, 2013 or subsequent agreements between the parties of a Principal Agreement are bound hereto, and which contract is modified only in the specific provisions as defined hereafter.

Whereas the Employer and the Union are mutually desirous of making exceptions to the Principal Bargaining Agreement to establish some special wages and conditions.

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

Article I
Purpose

The purpose of this Agreement is to provide for the establishment of wages and working conditions for a class of work, the knowledge, skills and experience normally required in residential construction. It is further agreed that this Agreement pertains to the specific class of construction work as described hereinafter as Residential and Home Construction.

Article II
Specific Type of Work Covered by this Agreement

A structure or structures in which a person or persons resides, such as a home, duplex townhouse or walk up type apartment that does not provide for elevators. This further does not include buildings which house transient or visitors for commercial purposes such as motels and dormitories, nor does it include any type of apartment building that contains stores, shops or offices in any part of the building.

Article III
Jurisdiction

The jurisdiction as affected by this Agreement is Allegheny, Washington and Beaver Counties.

Article IV
General Working Conditions

All general work rules and working conditions agreed to and stated in the Principal Agreements as negotiated between Bricklayers and Craftworkers Local 9 PA on behalf of the Tile Setters and Tile and Marble Finishers and the Tile Contractors Association will also be part of this Agreement unless otherwise stated.

**Article V
Wage and Fringe Benefits**

Effective June 1, 2013 and for the duration of this Agreement, the Employer agrees to pay wages and benefits as follows:

<u>Tile Setters</u>		<u>Tile & Marble Finishers</u>	
Base Pay	\$22.36	Base Pay	\$20.08
Health & Welfare	6.00	Health & Welfare	6.00
Three Rivers Annuity	5.30	Three Rivers Annuity	2.30
I.U. Pension	.50	I.U. Pension	.25
IPF-PPA	.08	IPF-PPA	.04
I.M.I.	.32	I.M.I.	.29
		BAC PAC	.02
Building Fund	.10	Building Fund	.10
Working Dues	1.21	Working Dues	1.01

Tile Setters		Tile & Marble Finishers	
6/1/13	No Increase	6/1/13	No Increase
6/1/14	\$.50 to be allocated	6/1/14	\$.50 to be allocated
6/1/15	\$.60 to be allocated	6/1/15	\$.60 to be allocated
6/1/16	\$.70 to be allocated	6/1/16	\$.70 to be allocated
6/1/17	\$.80 to be allocated	6/1/17	\$.80 to be allocated
6/1/18	\$.90 to be allocated	6/1/18	\$.90 to be allocated

In February of 2012, One Dollar (\$1.00) was removed from the Health & Welfare and given back to the contractors as a temporary relief and has been utilized as follows:

- On 4/1/13 Twenty Five Cents (\$.25) was allocated back to the Health & Welfare leaving a balance of Seventy Five Cents (\$.75).
- As of 2/1/14 Fifty Cents (\$.50) will be allocated back to the Health & Welfare leaving a balance of Twenty Five Cents (\$.25).

PREAMBLE TO AGREEMENT

THIS AGREEMENT, made this 1st day of June, 2013, by and between The MASON CONTRACTORS ASSOCIATION OF WESTERN PA., THE BUILDER'S ASSOCIATION OF EASTERN OHIO AND WESTERN PENNSYLVANIA, THE KEYSTONE BUILDING CONTRACTORS ASSOCIATION a corporation, party of the first part, and INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL #9 OF PENNSYLVANIA, party of the second part, for the purpose of preventing strikes and lockouts, and facilitating a peaceful adjustment of all grievances, disputes, and differences of opinion which may from time to time arise between the parties hereto, and for the purpose of preventing other waste and unnecessary and avoidable expense, annoyance, or delays making building costs as low, stable, and certain as possible, consistent with fair wage rates, for the advancement of labor and management in skill, safety, and productivity.

EFFECTIVE June 1, 2013

EXPIRES MAY 31, 2023

NOTIFICATION DATE MARCH 1, 2023

NON-DISCRIMINATION

There shall be no discrimination for or against any employee or applicant for employment because of sex, race, age, color, national origin, veteran status, union membership, religious belief, or physical impairment so long as the employee can perform the work assigned to them, by either the company or the Union. This obligation not to discriminate includes but is not limited to hire, upgrade, transfer, demotion, rates of pay, or other forms of compensation, training during employment, tenure of employment, including but not limited to layoff or termination.

For all work other than the regular work day, such as holidays, shift work, or any overtime, permission must be granted by the Union, if requested by the contractor.

Any work done on the above holidays shall only be done for the protection of life and property.

ARTICLE V Wage Rate

5.01 During the term of this Agreement, Bricklayers covered by this Agreement shall receive the following wage rates, deductions and contributions (subject to change) for the period June 1, 2013 through May 31, 2023 as listed in APPENDIX A

Hourly Dues are to be deducted from Apprentices' Pay at the applicable percentage of the rate at which they are working.

The above distribution of wages is based upon the package agreed upon by the Contractors and the Union at the Joint Negotiations Sessions. Any of the above increases, at the option of the Union, may be reduced by any determined amount at any annual term and said amount to be applied to any mutually agreed upon Insurance Fund, Building Trades Pension Fund of Western Pennsylvania, or hourly dues check off, savings plan, supplementary pension plan or any other fund or plan, all as mutually agreed upon.

5.02 ADJUSTMENT OF RATES

If during the term of this agreement, Prevailing Rates as determined by the Federal or State governments should be eliminated or modified, the parties agree to meet within 30 days of modification for the purpose of adjusting wages to remain competitive and no additional scheduled wage or fringe benefit increases shall go into effect.

ARTICLE VI

FUNDS AND CONTRIBUTIONS

6.01 Employer shall contribute to the Health and Welfare Fund, Local Pension Funds, Local Annuity Funds, Local Dues, Joint Apprentice and Training Funds, I.M.I., Local Industry and Association Funds, I.U. Pension Funds, or any other contribution, as itemized in Appendix A, for each actual hour worked by the employee. All fringe benefits and contributions for overtime hours worked shall be paid at the appropriate rate of one and a half (1 ½) times or double (2) time.

Appendix A Page 1

**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 9, PENNSYLVANIA**

The wage rates and contribution covered by the Pittsburgh Brick Chapter #2 include Allegheny County and the following townships in Washington County PA: Cross Creek, Hanover, Jefferson, Mount Pleasant, Nottingham, Peters, Robinson, Smith and Union.

As of 6/1/13
Effective June 1, 2013

Fringes are calculated on hours paid

Base Pay	\$31.13
Health & Welfare	6.00
Building Trades Pension	3.25
BTP-PPA	1.09
Three Rivers Annuity	5.60
I.U. Pension	.50
IPF-PPA	.10
I.M.I.	.60
C.I.A.P.W.P.	.03
M.C.A.W.P.	.05
Apprentice	.13
Total Base Pay & Fringes	\$48.48

Deductions:

Working Dues	1.70
Building Fund	.10
Industrial/Refractory	6/1/13 additional .50
	6/1/14 additional .25
Industrial/Refractory	
Shift Allowance 2nd shift	.25
Third 3rd Shift	.50

Hourly dues are to be deducted from apprentice's pay at the same percentage rate of apprentice scale.

Building Trades Pension and Three Rivers Annuity for apprentices are to be paid at the percentage of the journeyman's wages they receive.

I.E.: An apprentice making 60% of the rate would have a dues deduction of 60% of \$1.70.

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**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 9, PENNSYLVANIA**

The wage rates and contributions covered by the Pittsburgh Stonemasons Chapter #33 include Allegheny County and the following townships in Washington County PA.: Cross Creek, Hanover, Jefferson, Mount Pleasant, Nottingham, Peters, Robinson, Smith and Union.

As of 6/1/13

Effective June 1, 2013

Fringes are calculated on hours paid

Base Pay	\$31.94
Health & Welfare	6.00
Three Rivers Annuity	5.95
Building Trades Pension	2.70
BTP-PPA	.90
I.U. Pension	.50
IPF-PPA	.10
I.M.I.	.60
M.C.A.W.P.	.05
Apprentice	.13
Total Base Pay & Fringes	\$48.87

Deductions:

Working Dues	1.71
Building Fund	.10

**Please Note: Apprentice dues will be the applicable percentage of the rate at which they are working.

Three Rivers Annuity Fund and Western PA Pension for apprentices are Paid according to the percentage of the journeyman's wage rate. All other Fringes are paid at the full benefit rate.

I.E.: An apprentice making 60% of the rate would have a deduction of 60% of \$1.71.

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**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 9, PENNSYLVANIA**

The wage rates and contribution covered by the Johnstown Brick Chapter #4 include Bedford, Blair, Cambria, Fulton, Huntington, and Somerset Counties and the following townships in Centre County, PA.: Rush, Halfmoon, Taylor, Patton, Worth and Houston.

As of 6/1/13
Effective June 1, 2013

Fringes are calculated on hours paid

Base Pay	\$28.15
Health & Welfare	6.00
Western PA Pension	3.45
WPA-PPA	.87
I.U. Pension	.60
IPF-PPA	.12
Three Rivers Annuity	4.00
I.M.I.	.55
Industry	.13
Apprentice	.13
M.C.A.W.P.	.05
Total Base Pay & Fringes	\$44.05

Deductions:

Working Dues	1.54
Building Fund	.10
Industrial/Refractory	6/1/13 additional .50
	6/1/14 additional .25
Industrial/Refractory	
Shift Allowance 2nd Shift	.25
Third 3rd Shift	.50

**Please Note: Apprentice dues will be the applicable percentage of the rate at which they are working.

Three Rivers Annuity Fund and Western PA Pension for apprentices are Paid according to the percentage of the journeyman's wage rate. All other Fringes are paid at the full benefit rate. I.E.: An apprentice making 60% of the rate would have a deduction of 60% of \$1.54.

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**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 9, PENNSYLVANIA**

The wage rates and contributions covered by the Beaver Brick Chapter #7 include all of Beaver County.

As of 6/1/13
Effective June 1, 2013

Fringes are calculated on hours paid

Base Pay	\$28.94
Health & Welfare	6.00
Western PA Pension	4.38
WPA-PPA	1.10
Three Rivers Annuity	4.80
I.M.I	.60
I.U. Pension	.50
IPF-PPA	.10
M.C.A.W.P.	.05
Apprentice	.13
Total Base Pay & Fringes	\$46.60

Deductions:

Working Dues	1.63
Building Fund	.10

Industrial/Refractory	6/1/13 additional	.50
	6/1/14 additional	.25

Industrial/Refractory		
Shift Allowance 2nd Shift		.25
Third 3rd Shift		.50

**Please Note: Apprentice dues will be the applicable percentage of the rate at which they are working.

Three Rivers Annuity Fund and Western PA Pension for apprentices are Paid according to the percentage of the journeyman's wage rate. All other Fringes are paid at the full benefit rate.

I.E.: An apprentice making 60% of the rate would have a deduction of 60% of \$1.63.

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**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 9, PENNSYLVANIA**

The Wage rates and contributions covered by the Clarion Chapter #10 include Venango, Forest, Clarion, Jefferson, and Clearfield Counties.

Effective June 1, 2013

Fringes are calculated on hours paid

Base Pay	\$28.85
Health & Welfare	6.00
Three Rivers Annuity	2.97
Western PA Pension	2.95
WPA-PPA	.75
I.U. Pension	2.00
IPF-PPA	.39
Apprentice	.13
I.M.I.	.50
M.C.A.W.P.	.05
Total Base Pay & Fringes	\$44.59

Deductions:

Working Dues	1.56
Building Fund	.10

Industrial/Refractory	6/1/13 additional	.50
	6/1/14 additional	.25

Industrial/Refractory		
Shift Allowance 2nd Shift		.25
Third 3rd Shift		.50

**Please Note: Apprentice dues will be the applicable percentage of the rate at which they are working.

Three Rivers Annuity Fund and Western PA Pension for apprentices are Paid according to the percentage of the journeyman's wage rate. All other Fringes are paid at the full benefit rate.

I.E.: An apprentice making 60% of the rate would have a deduction of 60% of \$1.56.

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**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 9, PENNSYLVANIA**

The Wage rates and contributions covered by the Washington Brick Chapter #11 include Greene County, Rostraver Township in Westmoreland County and Washington County except the following townships: Cross Creek, Hanover, Jefferson, Mount Pleasant, Nottingham, Peters, Robinson, Smith and Union.

Effective June 1, 2013

Fringes are calculated on hours paid

Base Pay	\$30.41
Health & Welfare	6.00
I.U. Pension	.65
IPF-PPA	.13
Apprentice	.13
Western PA Pension	3.60
WPA-PPA	.90
Three Rivers Annuity	5.33
I.M.I.	.60
M.C.A.W.P.	.05
Total Base Pay & Fringes	\$47.80

Deductions:

Working Dues	1.67
BAC/PAC	.03
Building Fund	.10
Industrial/Refractory 6/1/13 additional	.50
6/1/14 additional	.25
Industrial/Refractory Shift Allowance 2nd shift	.25
Third 3rd Shift	.50

**Please Note: Apprentice dues will be the applicable percentage of the rate at which they are working.

Three Rivers Annuity Fund and Western PA Pension for apprentices are Paid according to the percentage of the journeyman's wage rate. All other Fringes are paid at the full benefit rate.

I.E.: An apprentice making 60% of the rate would have a deduction of 60% of \$1.67.

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**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 9, PENNSYLVANIA**

The wage rates and contributions covered by the New Castle Brick Chapter #17 include Lawrence, Butler and Mercer Counties in the State of PA.

As of 6/1/13
Effective June 1, 2013

Fringes are calculated on hours paid

Base Pay	\$28.95
Health & Welfare	6.00
Three Rivers Annuity	4.73
Western PA Pension	4.33
WPA-PPA	1.09
I.U. Pension	.50
IPF-PPA	.10
CAP	.10
I.M.I.	.60
United Way	.02
Apprentice & Training	.13
M.C.A.W.P.	.05
Total Base Pay & Fringes	\$46.60

Deductions:

Building Trades Dues	.01
Working Dues	1.63
Building Fund	.10
Industrial/Refractory 6/1/13 additional	.50
6/1/14 additional	.25
Industrial/Refractory	
Shift Allowance 2nd shift	.25
Shift Allowance 2nd shift	.25

**Please Note: Apprentice dues will be the applicable percentage of the rate at which they are working.

Three Rivers Annuity Fund and Western PA Pension for apprentices are Paid according to the percentage of the journeyman's wage rate. All other Fringes are paid at the full benefit rate.

I.E.: An apprentice making 60% of the rate would have a deduction of 60% of \$1.63.

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**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 9, PENNSYLVANIA**

The wage rates and contributions covered by the Warren Brick Chapter #24 include Cameron, Elk, McKean, Potter and Warren Counties in the State of PA.

As of 6/1/13
Effective June 1, 2013

Fringes are calculated on hours paid

Base Pay	\$26.62
Health & Welfare	6.00
Western PA Pension	2.25
WPA-PPA	.57
Three Rivers Annuity	3.00
I.U. Pension	2.60
IPF-PPA	.51
I.M.I.	.50
M.C.A.W.P.	.05
Apprentice	.13
Total Base Pay & Fringes	\$42.23

Deductions:

Local Dues	1.48
BAC/PAC	.04
Building Fund	.10
Industrial/Refractory 6/1/13 additional	.50
6/1/14 additional	.25
Industrial/Refractory	
Shift Allowance 2nd shift	.25
Third 3rd Shift	.50

**Please Note: Apprentice dues will be the applicable percentage of the rate at which they are working.

Three Rivers Annuity Fund and Western PA Pension for apprentices are Paid according to the percentage of the journeyman's wage rate. All other Fringes are paid at the full benefit rate.

I.E.: An apprentice making 60% of the rate would have a deduction of 60% of \$1.48.

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**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 9, PENNSYLVANIA**

The wage rates and contributions covered by the Greensburg Chapter #75 include Armstrong, Indiana, Fayette County, Westmoreland County with the exception of Rostraver Township, the following townships in Clarion County: Brady, Madison, Perry, Tope, Porter and Redbank.

As of 6/1/13
Effective June 1, 2013

Fringes are calculated on hours paid

Base Pay	\$30.39
Health & Welfare	6.00
Western PA Pension	3.40
WPA-PPA	.85
Building Trades Pension	.75
BTP-PPA	.27
I.U. Pension	.60
IPF-PPA	.12
Three Rivers Annuity	4.64
I.M.I.	.60
Apprentice	.13
M.C.A.W.P.	.05
Total Base Pay & Fringes	\$47.80

Deductions:

Working Dues	1.67
Building Fund	.10
Industrial/Refractory	6/1/13 additional .50
	6/1/14 additional .25
Industrial/Refractory	
Shift Allowance 2nd shift	.25
Third 3rd Shift	.50

**Please Note: Apprentice dues will be the applicable percentage of the rate at which they are working.

Three Rivers Annuity Fund and Western PA Pension for apprentices are Paid according to the percentage of the journeyman's wage rate. All other Fringes are paid at the full benefit rate.

I.E.: An apprentice making 60% of the rate would have a deduction of 60% of \$1.67.