STATEWIDE AGREEMENT

BY AND BETWEEN

INDIANA BRICKLAYERS LOCAL #4 IN/KY

AND

INDIANA MASON CONTRACTORS ASSOCIATION

JUNE 1, 2026 - MAY 31, 2029

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE I
DURATION

This AGREEMENT made and entered into this 1st day of June 2026 by and between THE INDIANA MASON CONTRACTORS ASSOCIATION, INC., hereinafter, for convenience referred to as the "ASSOCIATION", first parties and the Bricklayers Local #4, hereinafter, for convenience, referred to as the "UNION", or "Local #4".

The purpose of this AGREEMENT is to establish the hours of employment and all other terms and conditions of employment of employees performing the work covered by this AGREEMENT.

Further purposes of this AGREEMENT are to promote a settlement of labor disagreements by conference, to prevent strikes, lockouts, labor disputes and work stoppages, to stabilize conditions in building construction in the area affected by this AGREEMENT, to prevent avoidable delays and expenses, to eliminate nonproductive time, and generally to encourage a spirit of helpful cooperation between the EMPLOYERS signatory hereto, the UNION and employees.

The term "EMPLOYER" as used in this AGREEMENT shall refer to any signatory contractor who employs employees to perform work of the type covered by this AGREEMENT, and the Local 4 IN/KY, hereinafter, for convenience, referred to as the "UNION" or "Local #4" second party.

It is recognized that the UNION is composed of affiliated Chapters which may have their own collective bargaining agreements to which an EMPLOYER signatory to this AGREEMENT may also be signatory. In that event the parties agree that this AGREEMENT supersedes and replaces any such local agreement language. If a Chapter has a separate Tile, Marble, and Terrazzo Agreement within that Chapter, it shall supersede this Agreement.

ARTICLE II
JURISDICTION & SCOPE

This AGREEMENT shall be in effect within the boundaries of the State of Indiana and the following counties in the State of Kentucky: Breckinridge, Bullitt, Carroll, Daviess, Grayson, Hancock, Hardin, Henderson, Henry, Jefferson, Larue, Marion, McLean, Meade, Nelson, Oldham, Shelby, Spencer, Tremble, Union, Webster, Fulton, Hickman, Carlisle, Ballard, Marshall, Caldwell, Hopkins, Edmonson and Hart.

A. This AGREEMENT covers all construction work within the jurisdiction of the International Union, as defined in the Constitution of the International Union, as well as all other work normally and traditionally assigned to and performed by employees represented by the International Union of Bricklayers and Allied Craftworkers.

B. The EMPLOYER agrees to assign to employees, journeyperson, apprentices, and support personnel represented by BAC all work which has been historically or traditionally assigned to members of the International Union of Bricklayers and Allied Craftworkers, including but not limited to: all forms of masonry construction, including all brick, stone, concrete block, glass block, marble, plaster, mosaic, tile, terrazzo, epoxy coatings, terra cotta, terra top, borosilicate foamed glass block, refractory materials, AAC block, cement masonry/finishing (where applicable), welding and pointing-cleaning-caulking, work; the set-up and operation of robotic equipment used to install masonry materials listed above; the complete installation of all forms of masonry panels including the off and/or on-site fabrication, all integral elements of masonry construction and all forms of substitute materials or building systems there to be utilized in all forms of construction, maintenance, repair, and renovation.

C. In addition, the EMPLOYER agrees to assign to employees represented by BAC all other work assignments mutually agreed upon between the EMPLOYER and the Union, and all such work shall be covered by this AGREEMENT.

ARTICLE III
NO STRIKE/ NO LOCKOUT

It is understood and mutually agreed that there shall be no strikes or lockouts over a dispute concerning this AGREEMENT during its term until the grievance procedures described in Article XIX have been exhausted and then only in the event a party fails or refuses to abide by a final decision. The No Strike provision of this Article shall not apply in those cases where an EMPLOYER fails or refuses to make in whole or in part any payments required under this AGREEMENT including all wages, affiliated Chapter fringe benefits and all other contributions that have been established through or are adopted by this collective bargaining agreement.

ARTICLE IV
SEPARABILITY AND SAVINGS PROVISION

It is the intent of the parties hereto to abide by all applicable Federal and State statutes and rules and regulations made pursuant thereto. If any provisions of this AGREEMENT is held invalid by any court or governmental agency having jurisdiction, or if compliance with or enforcement of any provision of this AGREEMENT is restrained by such tribunal pending a final determination as to its validity, then such provision or provisions shall continue in effect only to the extent permitted and all other provisions of this AGREEMENT shall remain in force and effect.

In the event that any provisions of this AGREEMENT is held invalid, or enforcement of or compliance with any provision is restrained, the UNION and the ASSOCIATION shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement, incorporating the substance of such provision to the extent allowable under the law, which will be in effect during the period of invalidity or restraint.

ARTICLE V
RECOGNITION OR RIGHTS AND OPTION

Section 1.
The UNION hereby recognizes and acknowledges that jobsite discipline is the responsibility of the EMPLOYER. Except as otherwise provided herein, the EMPLOYER shall have the right to hire, fire, suspend or discipline for just cause, direct the working force, and to manage its business in accordance with its best and reasonable judgment.

Section 2.
The EMPLOYER recognizes and acknowledges the UNION has the right to manage business in accordance with its best and reasonable judgment, therefore by mutual agreement, the President of the Union and the President of the Mason Contractors Association may rescind the use of this contract to any Contractor for reasonable cause.

ARTICLE VI
UNION RECOGNITION, UNION SECURITY, ACCESS

Section 1. UNION Recognition.
The EMPLOYER hereby recognizes the UNION as the Section 9(a) of the National Labor Relations Act exclusive representative of all employees in the bargaining unit for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

Section 2. 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 and thereafter remain members of the UNION. All employees hired after the effective date of this AGREEMENT shall be or become and remain members of the 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.

Failure of any employee to comply with the provisions of this Article shall, upon the written request of the UNION to the EMPLOYER, and appropriate notice to the employee, result in the termination of such employee.

The foregoing Union Security provisions shall be effective only in accordance and consistent with applicable provisions of federal and/or state law.

In consideration of the employers that are covered by this Agreement, and the Indiana Mason Contractors Association of Indiana, Inc. (Association), entering into this Agreement, the Union agrees to indemnify said employers and the Association, and hold them harmless, against any and all claims, demands, suits, or other forms of liability, costs or expenses (including, without limitation, damages, attorneys' fees, litigation expenses and costs, and to the extent permitted by law, penalties and fines) that may be imposed or arise out of, or by reason of, any action taken by said employers or the Association:

A. for the purpose of complying with this Article, or any other Article of this Agreement, which requires employees to tender money to the Union as a condition of employment, or
B. in reliance upon any notice given by the Union to the Company with respect to an employee's obligation to tender money to the Union as a condition of employment.

Section 3. UNION Access to Job.
International Union representatives, Local #4 IN/KY President, Field Representatives, and Apprentice Coordinators, and all duly authorized representatives of the Union shall be allowed access to any building or job at any time where employees of the bargaining unit are employed.

At reasonable times in compliance with any reasonable rules and regulations adopted by the owner to ensure that the provisions of this AGREEMENT are observed, provided, however, that such representatives shall not unduly interfere with job progress.

ARTICLE VII
EQUAL EMPLOYMENT OPPORTUNITY

It is a condition of this AGREEMENT to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment because of race, sex, veteran status, disability, creed, color, age, religion, or national origin. There shall be full compliance with all applicable Federal and State statutes, regulations, rules, and orders of appropriate Federal and State agencies having jurisdiction over the subject matter of discrimination in employment.

ARTICLE VIII
WAGE & FRINGE BENEFITS

Section 1.
The schedule of wages and fringe benefits are set forth in the collective bargaining agreement of the local area Chapter's jurisdiction in which the job covered by this AGREEMENT is located.

Nothing less than one-half (1/2) hour shall be used in computing employee's wages and fringe. Wages and benefits shall be negotiated on a chapter-by-chapter basis by and between the Indiana Mason Contractors Association and Local 4 IN/KY. The agreed upon schedule of wages and benefits are incorporated herein as set forth herein.

A. For purposes of clarification there are some jurisdictions that are based on hours paid and some on hours worked. For the purpose of reporting contributions, fringes shall be contributions to any funds or deductions, including check-off, in the amount stipulated in the wages and fringes section. Refer to the wage and fringe of each Chapter for a determination. (See back of contract book.)

Section 2.
All contributions and reporting forms shall be paid/made monthly and shall be submitted to Local #4's designee as identified on a uniform document provided by the UNION/FUNDS. Contributions and reporting forms must be received by the UNION/FUNDS by the 15th day of the month fol-

lowing the month in which the work was performed.

If the reporting form and payment are not received by that date, the EMPLOYER may be sent a notice of its delinquency and if payment and the required reporting forms are not received within 72 hours after the receipt of such notice, the EMPLOYER shall be in breach of contract. Thereafter, the UNION may direct the bargaining unit employees to stop working on all the EMPLOYER's jobs within the UNION's territorial jurisdiction until there is complete compliance with this Agreement, with no loss of pay during regular working hours provided the employees remain on, or reasonably close to, the jobsite.

The remedies provided herein shall not be exclusive of any other remedies available to the UNION or to the Trustees of any particular Fund and shall have no effect upon any such remedies. Any such violations by the EMPLOYER shall not be subject to the grievance and arbitration provision of this Agreement. The EMPLOYER shall be liable for all costs for collection of payments due, together with attorney's fees and costs, and such liquidated damages & late charges as may be assessed by the Trustees or the UNION.

Section 3.
The EMPLOYER hereby agrees to be bound to the Agreements and Declarations of Trusts of all identified funds, as though he/she had actually signed the individual documents and further agrees to be bound by all actions taken by the Trustees of these funds pursuant to said Agreements and Declarations of Trusts.

Section 4.
The EMPLOYER hereby irrevocably designates as its representatives on the above stated Boards of Trustees such Trustees as are now serving, or who will in the future serve, as EMPLOYER Trustees together with their successors.

Section 5.
Contributions shall be paid on behalf of all covered employees starting with the employee's first day of employment in a job classification covered by this Agreement, excluding Probationary Employees pursuant to

Section 6.
Both the UNION and the Trustees shall have the authority to have an independent Certified Public Accountant audit the time books, payroll, wage records, and any other relevant records or documents of the EMPLOYER for the purpose of determining the accuracy of contributions to the Funds designated in Section 1 of this Article. Any EMPLOYER found, as a result of an audit ordered by the Trustees of one of the fringe benefit funds or by the UNION, to be delinquent, shall be charged the full costs of such audit.

Section 7. WORKING DUES CHECK-OFF.
The EMPLOYER shall deduct from the wages of each employee who has signed a check-off authorization conforming with Federal law, and transmit monthly to whomever the Union designates, the sum of each hour paid which the UNION has specified from time to time and so will be furnished from April 1 through November 1 and such other times where advises the EMPLOYER in writing, as the portion of each employee's Union dues and said UNION, or to its International Union, subject to check off. Deductions shall be made weekly as specified by the UNION. The sums transmitted shall be accompanied by a statement, in a form specified by the UNION, reporting the name of each person whose dues are being paid and the number of hours each employee has been paid.

Section 8.
Where the jobsite UNION AGREEMENT requires EMPLOYER contributions to a trust or trusts which meet the requirements of Section 302 of the Labor Management Relations Act of 1947, 29 USC 186, or any other contributions such as apprentice or journeyperson training funds, and promotion or administrative funds, negotiated through collective bargaining, upon request the EMPLOYER will be presented with a copy of the trust agreements and declarations of trust.

Section 9.
After the Employer's job has commenced in any area, no subsequent change in the wages, fringe benefit funds or other contributions above, will become effective in so far as the EMPLOYER is concerned, except to the extent that any applicable changes in the wages and rates of contri-

bution, or if the EMPLOYER's job is located within the chapter jurisdiction where the EMPLOYER maintains an office or its headquarters. The Employer agrees to accept the new wage and contribution rates agreed upon and to pay same retroactively to the effective date applicable to the EMPLOYER's operation in such area.

Section 10. WAGE DIFFERENTIAL.
If a contractor pays anyone, other than "Key Personnel", above the negotiated Chapter Scale, everyone on the jobsite shall receive the highest scale paid. "Key Personnel" is defined as being members who have been in the contractor's employment more than 6 months, and (by contractors' choice), are being paid more than the negotiated Chapter Scale. Each contractor shall send a list of "Key Personnel" to the BAC Local #4 IN/KY main office prior to the start of a project or have a list on file with the main office. The list on file shall be updated every 6 months or whenever someone is added to or removed from the list.

If "Key Personnel's" name is not on the list at Local #4's main office and contractor is paying he or she more than the negotiated Chapter Scale, then every BAC member on the jobsite will receive the higher scale.

Section 11. Delinquent Reports.
There shall be a monthly report of all contractors who are delinquent in contributions and/or are being pursued with legal action. The report shall be sent to the Indiana Mason Contractors Association's office electronically or by United States Postal Service.

Section 12.
Employers agree not to pay a bonus to employees based on piecework or productivity. Piecework and productivity shall be defined as paying individuals or groups of employees based on units of production.

ARTICLE IX
BONDING AND INSURANCE

Each employer shall furnish a surety bond (insuring the payment of bargaining unit employees' wages, fringe benefits and deductions) for the UNION's approval, acceptance, and custody. Employers who employ one

(1) to five (5) bargaining unit employees shall furnish a bond of $15,000. Employers who employ six (6) to ten (10) bargaining unit employees shall furnish a bond of $20,000. Employers who employ eleven (11) to fifty (50) bargaining unit employees shall furnish a bond of $30,000. Employers who employ fifty-one (51) or more bargaining unit employees shall furnish a bond of $100,000.

Effective June 1, 2026, Bonds will be increased at the time of renewal or new bond to Employers who employ one (1) to five (5) bargaining unit employees shall furnish a bond of $30,000. Employers who employ six (6) to ten (10) bargaining unit employees shall furnish a bond of $40,000. Employers who employ eleven (11) to fifty (50) bargaining unit employees shall furnish a bond of $60,000. Employers who employ fifty-one (51) or more bargaining unit employees shall furnish a bond of $150,000.

The UNION shall be the Oblige on the bond. The proceeds of said bond shall be payable to the entities identified in this AGREEMENT in order to cover delinquencies owed to them in the amounts to which they are contractually and legally entitled to receive.

If an Employer cannot obtain a bond or if it does not wish to obtain a bond, the Employer may establish a cash escrow account or a letter of credit in the applicable amount set forth above, providing the UNION gives its pre-approval of such an arrangement. A new Employer shall furnish a Surety Bond or Letter of Credit within twenty-four (24) hours of signing the contract. If no bond is secured, the Employer must pay thirty (30) days benefits in full and then pay benefits weekly up to twelve (12) months. The UNION will furnish the then current list of Employers with such bonds, letters of credit and cash escrow agreements, upon the ASSOCIATION's written request.

The UNION may enforce bond or its equivalent portion of this article by its withdrawal of all bargaining unit employees from an Employer which fails to comply with this article upon seventy-two (72) hours prior written notice to the Employer. The UNION's withdrawal of bargaining unit employees pursuant to this article shall neither be subject to the grievance procedure stated in this AGREEMENT nor violate this AGREEMENT's no-

strike article.

Throughout the term of this AGREEMENT, the Employer will provide a then current copy of its Workmen's Compensation Certificate and Unemployment Insurance Policy to the UNION. If the Employer loses or does not have such coverage's, the Employer shall immediately notify the UNION so that the UNION may withdraw its bargaining unit employees at any time after receipt of the Employer's notice without regard to the grievance procedure stated in this AGREEMENT or the no-strike provision of this AGREEMENT.

ARTICLE X
WORKING CONDITIONS

Section 1. SUPERVISION.
Masonry General Foreperson and Masonry Foreperson shall be selected from the bargaining unit. There shall be a Foreperson on all jobs employing two (2) or more employees. Any contractors working under this Agreement must employ, if available, a fair percentage (51% or more when the crew exceeds a 4-bricklayer crew or 50% if the crew consists of 4 bricklayers or less) of resident help (definition of resident help being any member of the chapter or resident of the County the work is being performed). For the purposes of this provision the superintendent or foreperson (one but not both) will be excluded in calculating the fair percentage.

Section 2.
Starting time shall commence and quitting time shall end at the employee's place of work. Employees shall be at their place of work at starting time and shall be at their place of work until the EMPLOYERS' established quitting time.

EMPLOYERS shall provide the Union members adequate storage for tools. In the event the EMPLOYER provides "EMPLOYER responsibility" or insurance for any of the crafts employed by him, the bricklayer shall also be provided the same coverage on his tools and work clothes left in the locked tool shed or gang box. The foreman shall be provided with a lock and key for this storage.

Section 3. Union members shall:

a. come to work prepared to give their employer a fair day's work for a fair wage, and to work to the highest standards.
b. be union through and through, loyal to, and respectful of, their brothers and sisters in the trade and the labor movement.
c. work better because of receiving the finest, most comprehensive masonry trowel trades training in North America.
d. willingly accept responsibility for the quality of their work and behavior on the job.
e. Always be committed to growing the unionized masonry trowel trades industry for current and future generations.
f. Receive 8 hours per year of upgrade training in order to receive pay increases effective with annual raises scheduled for June 1, 2013, and beyond, except that every journeyperson will be moved to the June 1, 2019, scale on June 1, 2020, and thereafter will be no more than one year behind on scheduled raises.

Section 4.

Unintoxicating refreshments shall be permitted on the job and employees may drink such beverages at their workstations during work hours, but not to interrupt the progress of the work. A ten (10) minute unorganized break may be permitted in the morning under the direction of the job foreperson. Such breaks be at or in the vicinity of each worker's station.

Section 5.

The Employer will furnish safety glasses, goggles, respirators, and all other safety equipment as required. It will be the employee's responsibility to take care of these glasses. Any employee showing up for work without safety equipment already supplied by the Employer may be sent home, provisions of Article XI, Section 3 notwithstanding.

Section 6.

There shall be no restriction of the use of machinery or tools provided; however, said tools or machinery come under the jurisdiction of the UNION.

Section 7. Teamwork.
All construction where any masonry unit weighing forty-five (45) pounds or over shall require two (2) bricklayers working as a team, except in cases where the nature of the job prohibits teamwork.

Section 8.
EMPLOYER shall furnish any and all power tools that may be required on jobs covered by this Agreement. Employers shall also furnish the foreperson on the jobsite the dry line.

Section 9.
All bricklayers and masons will have adequate time before quitting time to joint and brush walls and clean tools and equipment preparatory to the next day's work but must remain on the job until quitting time.

Section 10. Sanitary Facilities.
EMPLOYERS shall furnish water containers to comply with the sanitary code of Indiana.

Drinking water and cups will be supplied to employees year-round. Ice water is to be provided when the steward and supervisor believe conditions so necessitate. The EMPLOYER shall also furnish a suitable room or shanty for the exclusive use of the employees in the bargaining unit. The same shall be kept clean at all times and heated in cold weather. Proper and necessary sanitary conveniences shall be provided at all times.

Section 11.
On all furnace work, if the masonry material is to be reused, it shall be torn out, repaired, and cleaned by a member of the International Union of Bricklayers and Allied Craftworkers subject to the foreperson in charge.

Section 12.
On all brickwork done indoors where the temperature shall exceed ninety (90) degrees Fahrenheit, excepting boiler brick repair, work fans will be installed to circulate the air.

Section 13.
Employees will work no longer than five (5) hours at one time without a one-half (1/2) hour lunch period and after ten (10) hours work the em-

ployee will be granted a second one-half (1/2) hour lunch period paid by the EMPLOYER if work continues beyond the ten (10) hours. This provision includes scheduled shifts longer than ten (10) hours and unscheduled additional overtime. If the second lunch cannot be taken due to operational constraints on the clock, the EMPLOYER shall pay the EMPLOYEE an additional thirty (30) minutes at the applicable overtime rate without benefits.

Section 14. Parking Facilities.
All EMPLOYERS shall endeavor to furnish convenient parking facilities on all jobs for all employees covered by this Agreement.

Section 15.
There shall not be authorized cessation of work by either the EMPLOYER or the Union pending the settlement of any question or dispute. All questions, disputes or grievances shall be discussed by and between a representative of the involved EMPLOYER and the Field Representative. In the event the dispute cannot be settled at this level, it shall be submitted to the Joint Arbitration Board provided for in the Grievance Procedures.

Section 16.
When a masonry power saw is used, both safety shield and proper ventilation must be kept. When dry cutting machines are used, the saw must be equipped with sufficient blower to protect operators from all the dust. The EMPLOYER shall furnish a regulation mask to cover operator's mouth and nose and also furnish safety goggles and where wet cutting machines are used, there shall be furnished, in addition to the above-mentioned safety articles, a pair of rubber gloves, rubber apron and a dry elevated platform. All cutting machines shall be grounded before the operator starts, and the ground wire shall not be less than number eight (8) wire. No employee shall be permitted to operate any kind of masonry saw, wet or dry, that does not have proper safety guards and electrical connection grounded. Heat and windbreak shall be furnished for the saw person from November 1 to April 1 if deemed necessary by the Field Representative.

Section 17. Use of Power Saws and Grinders.
To protect the health and safety of employees against the ill effects of respiratory diseases, the dry cutting of masonry units by means of hand-

held, gas powered or electrical, portable "chop saws," skill saws and the dry grinding on masonry materials shall be prohibited on masonry projects. Contractors shall use the wet cutting of masonry units whenever feasibly possible. Employees engaged in the wet cutting of masonry products will be furnished elbow length gloves, boots, an apron, and goggles. No employee shall operate a wet saw unless the saw is properly grounded, and the employee is provided with a wooden platform on which to stand.

The exception to this provision is when the use of water is not feasible. In this event, the employer must assure that engineering and work practice controls are in place to control the dust. If dry cutting or grinding is necessary in a confined area, the employer agrees to perform periodic air monitoring to ensure that silica exposure levels do not exceed the OSHA permissible exposure limit.

The fine for violation of Article X Sections sixteen (16) and/or seventeen (17) may be up to five hundred ($500.00) for each offense. Any violation of this article shall be determined by the State Grievance Board. Any receipt of monies resulting from a contractor fine shall be donated to a scholarship fund for high school seniors or graduates who have been accepted as a full-time student at a University or College. Such a fund should be mutually acceptable to both the UNION and the ASSOCIATION.

Section 18.
On all masonry work no working platform shall be over four (4) feet six (6) inches where practical except in case of obstruction. All work platforms shall be not less than five (5) feet in width and there shall be sixteen (16) inches walking room between material and wall. Mortar board stands shall be furnished and be not less than eighteen (18) inches or more than twenty-four (24) inches high. No masonry units shall be laid more than four feet, eight inches (4'-8") above foot level except to top out walls or in situations where working platform is physically impractical.

Section 19.
All forepersons on masonry work must supervise the layout and construction of their work and shall keep time for all employees under their supervision. The employees will be subject to instructions only from the

masonry superintendent or foreperson.

Section 20.
Trenches over two (2) feet deep shall have a space between the wall and employee of not less than eighteen (18) inches.

Section 21. Right to Work.
The EMPLOYER and the UNION realize that individual employees have the right to work and associate with and for whom they please. This right is not only inherent in the laws of this State and of this Nation, but is necessitated by potential risks involved and interrelated nature of the work covered by this AGREEMENT, All workers are at liberty to work or cease to work for whomsoever they see fit, and EMPLOYERS are at liberty to employ or discharge whomsoever they see fit in accordance with the terms of this AGREEMENT. Accordingly, the refusal of any individual employee to work with any other employee, worker or person shall not constitute a violation of this AGREEMENT.

Section 22.
The lines shall not be raised before all masonry units are placed for the succeeding course and no mortar shall be spread before the trig is set and plumbed.

Section 23.
There shall be no restriction on the use of corner poles, except that the corner poles and instruments must be set and aligned by employees in the bargaining unit.

Section 24.
If the EMPLOYER chooses to rotate a crew(s), the EMPLOYER shall determine the crew size, the length of rotation and which employees shall be on each crew. The UNION steward and deputy steward will rotate also and monitor that the rotations are fair and equal.

Section 25.
No wages shall be collected by Bricklayers & Allied Craftworkers Local #4 IN/KY where a member(s) fail to report any irregularity or nonpayment of wages on the regular payday or not later than twenty-one (21) days from pay day.

Section 26. Special Working Conditions.
In places of business where the EMPLOYER is unable to work during regular hours and must work at the convenience of the owner, this work shall be done at the hourly rate mutually agreed to by the UNION and EMPLOYER.

Section 27. Shift Work:
When elected by the EMPLOYER, and in agreement of the Union, multiple shifts may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workers on the "day shift" shall receive eight (8) hours of pay at the regular hourly rate for eight (8) hours worked.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workers on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate for seven and a half (7-½) hours worked.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workers on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate for seven (7) hours worked.

No member of the IUBAC shall be allowed to work more than one shift in any twenty-four (24) hour day on any work. If an emergency exists, this does not apply.

On jobs that employ more than one shift on the same job, employers must furnish separate lock boxes or facilities for BAC members only in which the employee may store his clothing and/or equipment.

Section 28. Cell Phones:
EMPLOYERS under this AGREEMENT have the right to develop and enforce a policy that restricts the use of cell phones by EMPLOYEES.

ARTICLE XI
HOURS OF WORK, OVERTIME AND PAYMENT OF WAGES

Section 1. Workday and Work Week.
Eight (8) hours between 8:00 a.m. and 4:30 p.m., with a one-half (1/2) hour lunch period between 12:00 p.m. and 12:30 p.m., shall constitute a regular workday. By mutual consent of the parties, flexible starting time shall be between the hours of 6:00 a.m. and 8:00 a.m., not to exceed eight (8) hours per day, by mutual consent of the UNION and EMPLOYER. Forty (40) hours within five (5) days, Monday through Friday, inclusive, shall constitute a work week, except when a designated holiday intervenes as provided in Article XII of this AGREEMENT.

Starting time shall commence and quitting time shall end at the employee's place of work. If an EMPLOYER transfers employees from one job to another during established work hours of any working day, said transfer will be made during regular working hours and at the EMPLOYER's expense. There will be no time lost by employees due to such transfers.

Upon mutual consent of the EMPLOYERS and Local Union Representatives with final approval by Bricklayers & Allied Craftworkers Local #4 IN/KY President, a work week of four (4) ten (10) hour days will be established on a per job basis. Upon mutual consent of the UNION and EMPLOYER, a make-up day will be on Friday or on Saturday if due to inclement weather on Friday.

Section 2. Payment of Wages.
Employees shall be paid on the job weekly during regular working hours by check, direct deposit, or in currency. Nothing less than one-half (1/2) hour shall be used in computing employees' wages. In the event weather conditions prevent the commencement of work on payday, employees shall be paid on the job within two (2) hours of normal starting time, or the Employer will start paying employees two (2) hours after the normal starting time.

When an employee is discharged, he/she shall be given at least thirty (30) minutes notice of discharge and paid on the job. If the employee is

not paid on their regular pay day or at time of discharge then he/she is entitled to compensation to be paid at regular straight time rate of pay for each and every hour elapsing until payment is received in full, provided the employee remains on the job. For purposes of this section Friday will be the established pay day. In no event shall more than seven (7) calendar day's wages be held back except by mutual consent of both parties.

If the employer provides an employee with a payroll check and there are insufficient funds in the employer's bank account to honor said check; the employer will reimburse all related bank charges/fees incurred by the employee. Any EMPLOYER whose checks are dishonored shall pay only in currency.

If the employee's layoff check is to be mailed, the employee will receive four (4) hours additional pay and the check must be sent overnight to the employee or paid via direct deposit, unless otherwise agreed by both parties.

Employers will be deemed to have complied with the rules in this section if the direct deposit is processed on a timely basis.

Section 3. REPORTING TIME:
Any employee who is ordered on the job and is not put to work shall receive two (2) hours' pay. Any employee starting to work shall receive four (4) hours' pay. If employee works after the fourth (4th) hour he/she shall receive eight (8) hours' pay except in the case of inclement weather or equipment breakdown. During inclement weather or equipment breakdown, employees shall be paid for the actual time worked. If equipment breakdown becomes excessive the Union may revoke this provision for that particular EMPLOYER at the Union's discretion.

Section 4. OVERTIME:
All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday's shall be paid for at the rate of time and one-half (1-1/2). All time worked on Sundays and the holidays stated in each Local Collective Bargaining Agreement shall be paid for at the rate of double time. This provision does not apply to mutually agreed upon four (4) ten (10) hour work weeks or

mutually agreed upon Saturday make-up days. This provision also does not apply to mutually agreed upon four (4) ten (10) hour days worked as a result of a holiday.

Employees must notify their employer one (1) hour before their scheduled start time of any absence. If an employee fails to make the required notice twice (2) in a thirty (30) calendar day period, then the employee shall be eligible for make-up work on Saturday (not overtime rate) for thirty (30) calendar days after the second failure to give the required notice of absence. If an employee fails to give the required notice of absence for a third (3rd) time within thirty (30) calendar days of the second failure to notify, then the employee will be eligible for ninety (90) calendar days Saturday make-up day (not at overtime rate) from the date of the third failure of required notice.

ARTICLE XII
HOLIDAYS

Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Veteran's Day shall be observed the Friday following Thanksgiving Day. If a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday it will be celebrated on Monday, or by mutual consent of the UNION and EMPLOYER.

ARTICLE XIII
REFRACTORY/STACKS

REFRACTORY: All refractory work under this AGREEMENT will revert to the Bricklayers National Agreement for Refractory Construction unless the local chapter has a refractory agreement negotiated with the local bargaining Association. The local chapter refractory agreement shall take precedence over the National Agreement unless the contractor is signed to the National Refractory Agreement.

STACKS & CHIMNEYS: All stack and chimney work will be paid applicable

to the International Union Stack Agreement.

ARTICLE XIV
MAKE-UP DAYS

Section 1. Make-Up Day.
Applies to outside construction only. If there is time lost between Monday and Friday due to an Act of God, the bargaining unit employee can work on Saturday as a make-up day at straight time. If there is equipment failure between Monday and Friday, the bargaining unit employee can work Saturday as a make-up day at straight time with mutual consent of the UNION's Field Representative and the EMPLOYER.

To qualify for Saturday make-up, the EMPLOYER must notify the UNION within twenty-four (24) hours of a lost time day as to jobsite and names of bricklayers working. A make-up day is not compulsory for the bricklayer to work and each bricklayer on the crew must be offered the opportunity to work a make-up day. Sunday shall not, under any condition, be considered a make-up day. When an EMPLOYER is working four 10-hour days the next available day shall be the make-up day only if specifically approved by the Union President (who must receive 24-hour advanced notice). If the EMPLOYER violates this section of the AGREEMENT, a steward will be assigned from the Hall to all the EMPLOYER's jobs. Anything to the contrary withstanding, there shall be no make-up day on any job where any other employee within the masonry composite crew (consisting of bricklayers and laborers) is receiving overtime or premium pay for the day in question.

If a holiday falls during a weekday, upon mutual consent of UNION and EMPLOYER, the EMPLOYER can use Saturday as a make-up day or, by mutual consent of the UNION and EMPLOYER, the EMPLOYER can work four (4) ten (10) hour days to make up for the holiday.

ARTICLE XV
SAFETY & SUBSTANCE ABUSE

Section 1.
The EMPLOYER agrees to conform to all rules and regulations prescribed by the Occupational Safety and Health Act or applicable State standards. The employees shall strive to conform to all OSHA rules and regulations including all Safety Training.

Section 2.
This Article shall be applicable to all Chapters of the UNION.

(A) The ASSOCIATION and the UNION are members of IUCSAT, or equivalent program, a non-profit corporation that was formed to provide certain specified services in the construction industry, including but not limited to, testing, education and referral services relative to alcohol, drug and other substance abuse, which purposes are more fully defined in the Articles of Incorporation and By-Laws of said organization.

(B) Each Employer under this AGREEMENT shall pay an established amount per hour for each hour worked by each of its bargaining unit employees to the designated fund.

(C) The IUCSAT or equivalent program will have full audit authority of the Employer's books and records as they pertain to this contribution so that said trustees will be able to verify the accuracy of payments.

(D) The union agrees to drug testing provided the contractor pays for the cost of testing which will be over and above the negotiated total package scales. Once all chapters have established a drug plan equivalent to the IUCSAT in place, there will be a committee formed to work on the possibility of having a Statewide Local 4 IN/KY drug plan.

ARTICLE XVI
INDIANA MASON CONTRACTORS ASSOCIATION, INC.

It is understood that Mason Contractors have established the Indiana Mason Contractors Association, Inc. (hereinafter Association). The purpose of such program to be, to generally promote and improve the

construction industry, including, without limiting the generality of the foregoing, apprenticeship training, advanced skill training, supervisory training, improvement of public and personnel relations, market development, standardization of contracts and specifications, development of relations with others (including the public, architects, suppliers and labor), collection and distribution of information useful and beneficial to the construction or contracting industry, and otherwise promote and advance the interest and common good of the construction contracting industry in the State. It is understood that each employer will be furnished a copy of the Articles of Incorporation upon request and that, subject to the foregoing limitations, such Articles of Incorporation may be amended from time to time by the Board of Directors.

Each Employer shall contribute twelve cents ($.12) per clock hour for each hour worked by each of his Foremen, Journeyperson and Apprentices covered by this Agreement. This is not considered part of the negotiated wage and benefit package.

Each Employer shall pay the contributions to the Association on or before the 15th day of each month on account of the hours which it compensates such employees during the preceding calendar month.

It is expressly understood and agreed that the Board of Directors of the Association have authority to conduct an audit of the records of any Employer to determine whether such Employer is contributing to the Association in accordance with provisions of this Article.

It is further understood that, in the event an Employer is determined to be delinquent and/or to have failed to make contributions as required in this Article, any legal expenses of the Association, including attorney fees, court costs and audit expenses, incurred in the audit and collection of such delinquent and/or non-contributed funds shall be borne by the Employer.

It is further understood and agreed that such Employer shall be obligated to pay any delinquent contributions to the Association with interest charges at the rate then applicable to Internal Revenue Service collection of delinquent and/or unpaid taxes.

It is expressly understood and agreed that no employee, Employer, or Union shall have any vested or proprietary interest in or right to any sum constituting a part of said Association.

The administration of the Fund provided for hereunder shall solely be in the hands of the ASSOCIATION and no individual EMPLOYER shall pay or deliver any funds to any representative of any of his employees. No part of the FUND, directly or indirectly, shall be utilized for anti- union purposes or for the purpose of offsetting any of the costs of the EMPLOYER of bargaining with the UNION. The UNION shall have the right at any time to inspect the books and records of the Fund and may object to any expenditure, in which instance any dispute shall be handled pursuant to the provisions of Article XIX of the Collective Bargaining Agreement dealing with the adjustment of disputes.

ARTICLE XVII
SUBCONTRACTING

The EMPLOYER agrees not to sublet, assign or transfer any work covered by this Agreement which is or may be performed at the site of the construction project to any person, firm or corporation, except where the 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.

ARTICLE XVIII
TRAVELING CONTRACTORS

When the employer has any work specified in this Agreement to be performed outside of the area covered by this Agreement and within the area covered by an agreement with another affiliate of the International Union of Bricklayers and Allied Craftworkers, the employer agrees to abide by the full terms and conditions of the Agreement in effect in the jobsite area. Employees covered by this Agreement who are sent to projects outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in this Agreement but in

no case less than the established minimum wage scale of the local Agreement covering the territory in which such work is being performed plus all contributions specified in the jobsite local Agreement. The employer shall in all other matters be governed by the provisions established in the jobsite local Agreement. If employees are sent to work on a project in an area where there is no local Agreement covering the work specified in this Agreement, the full terms and conditions of this Agreement shall apply.

ARTICLE XIX
GRIEVANCE PROCEDURE

Section A.
The parties to this AGREEMENT shall establish a Joint Arbitration Board consisting of three (3) representatives appointed by the UNION and (3) selected by the ASSOCIATION. The Board shall meet as needed to settle complaints, abuses, or grievances. The EMPLOYER and UNION representatives shall have an equal number of votes on all matters coming before the Joint Arbitration Board, regardless of the number of EMPLOYER or UNION representatives in attendance.

Section B.
It is specifically agreed that any controversy arising out of this AGREEMENT involving the interpretation of its terms and conditions, shall be settled in accordance with the grievance procedure set forth in the Article. No grievance shall be recognized unless it is called to the attention of the EMPLOYER by the UNION or to the attention of the UNION by the EMPLOYER, in writing, within ten (10) working days after the alleged violation is committed or discovered.

Section C. Grievances shall be handled in the following manner:

1. The grievances shall be referred to the UNION steward and to the EMPLOYER's designee for adjustment within twenty-one (21) days for grievances concerning Wage Grievances and within six (6) months on all other grievances except those grievances that arise out of fund audits that are authorized by the fund trustees.
2. If the grievance cannot be settled pursuant to paragraph 1 of this Sec-

tion, the grievances shall be referred within five (5) working days to the Field Representative of the UNION and the EMPLOYER.

3. If the grievances cannot be settled pursuant to paragraph 2 of this Section within ten (10) working days, the grievances shall be submitted within forty-eight (48) hours to the Joint Arbitration Board for consideration and settlement.
4. If the Joint Arbitration Board cannot reach a satisfactory settlement within five (5) working days following a referral of the grievance to the Board, it shall immediately select an impartial arbitrator to review with the Board all evidence submitted relating to the dispute and then cast the deciding vote. If the Joint Arbitration Board cannot agree on an impartial arbitrator, the impartial arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. All expenses of the impartial party shall be borne by the losing party. The decision reached by the Joint Arbitration Board with the assistance of the impartial arbitrator shall be final and binding upon all parties.
5. Minutes of all Joint Arbitration Board meetings shall be prepared by a Union Representative and distributed to all parties and the office of the Indiana Mason Contractors Association, Inc.

Section D.
When a settlement has been reached at any step of this grievance procedure, such a settlement shall be final and binding upon all parties.

Section E.
The time limits specified in any step of the grievance procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the grievance procedure. However, failure to process a grievance, or failure to respond within the time limits provided above, without a written request for an extension of time, shall be deemed a waiver of such grievance without prejudice, and shall create no precedent in the processing of and/or resolution of like or similar grievances or disputes.

Section F.
Both parties agree there will be a Statewide Grievance Committee formed with three (3) committee members from each side having equal votes. Each member from both sides will have staggered terms not exceeding a three-year duration. Each side shall designate alternates. The President of each side will determine the location of the Grievance hearings. The committee will meet every other month if needed.

ARTICLE XX
INTERNATIONAL TROWEL TRADES FRINGE BENEFIT FUND - BAC INTERNATIONAL PENSION FUND:

The only agreement between the Employers and UNION parties to this agreement regarding pensions or retirement for employees covered by this agreement is as follows:

1. Commencing with the first day of June 1993 and for the duration of the AGREEMENT, any renewals, or extensions thereof, the Association agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund for each employee covered by this AGREEMENT as follows:
    a. The Employer shall contribute as stipulated in the wage schedule to the above-named pension fund.
    b. For the purpose of this Article each hour paid for, including hours attributable to show up time and other hours for which pay is received by the employee in accordance with this AGREEMENT, shall be counted as hours for which contributions are payable.
    c. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this AGREEMENT. This includes, but is not limited to apprentices, helpers, and trainees, but excludes Probationary Employees pursuant to Article XXII Section 3.
    d. The payments to the Pension Fund required above shall be made to the Bricklayers and Trowel Trades International Pension

Fund, which was established under an Agreement and Declaration of Trust dated July 1, 1972. The employer hereby agrees to be bound by and to said Agreement and Declaration of Trust as though he had signed same.

ARTICLE XXI
INTERNATIONAL MASONRY INSTITUTE

(1) The International Masonry Institute is covered by the Agreement and the Declaration of Trust dated March 14, 1981, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, November 6, 1974) in Washington, D.C. The Employer agrees to pay into the International Masonry Institute Promotion Trust as reflected in Article VIII. Payment shall be reported and paid monthly on the forms supplied to the Employer for this purpose.

(2) The undersigned parties do hereby ratify, adopt, and confirm the agreements and Declarations of Trust of the International Masonry Institute Promotion Trust.

(3) In compliance with the International Masonry Institute Trust Agreement, it is understood that all EMPLOYERS signatory to this AGREEMENT, either individually or through their membership in a contractor association, shall be eligible to serve on the IMI Board of Trustees.

ARTICLE XXII
APPRENTICESHIP

Section 1. Apprentices.
As per local jurisdiction Apprentice standards.

Section 2. Wages and Fringes.
The wages of Apprentices shall be the scale of the jobsite jurisdiction, plus full (non-reduced) fringe benefits and other contributions and deductions.

Section 3.
Regularly indentured apprentices, under the Joint Apprenticeship Committee, when unemployed and available, shall be placed with Employers where no apprentices or an insufficient number of apprentices are employed, in the ratio of one apprentice to five journeypersons, this includes forepersons. This shall pertain to employers who may have more than one small job or jobs in progress and the ratio for apprentices to journeypersons shall be determined from the total of journeypersons employed by the Employer is further agreed that Employers with less than four journeypersons shall have an apprentice placed with them at the discretion and request of the Union. With consent from the UNION, an EMPLOYER may employ as a Probationary Employee any individual (other than individuals already enrolled in or who have completed the pre-apprentice or apprentice program) the EMPLOYER may desire at any time during the year. This person will attend the next available eight-week class. Upon completion of the Probationary Period, apprenticeship shall date to the date of hire. For the first 160 hours of employment (actual hours worked) ("Probationary Period") such persons shall not be part of the bargaining unit, are not covered employees under this AGREEMENT, and are not considered to be working in a job classification covered by this AGREEMENT for any purpose whatsoever. During the Probationary Period, Probationary Employees shall be paid at 50% of the otherwise applicable scale and shall not be eligible for fringe benefits or other contributions and such amounts shall not be due or paid by the EMPLOYER. As Probationary Employees are not covered under this AGREEMENT, the parties understand and agree that they may be terminated with or without cause at any time during the Probationary Period and will not have recourse to the grievance procedure set forth in Article XIX or have any other AGREEMENT. The EMPLOYER shall not use the ability to hire Probationary Employees as a mechanism to undermine the bargaining unit. The Union and the Association agree to change the current ratio of one apprentice to five journeypersons to one apprentice to four journeypersons when the total number of apprentices in Indiana is sufficient to achieve a one to five ratio to the total active Indiana journeypersons. The Union and Association agree that each contractor will employ a minimum of one (1) apprentice to help the industry

train new workers, regardless of the five to one or four to one ratio. The apprentice shall come from the Chapter where the project is located, if no apprentice is available in the Chapter a Local 4 apprentice will be hired.

Section 4.
Field Representatives, the Union President and Organizers, as representatives of the Union, shall be responsible for placing apprentices with Employers; and the Foreperson shall be responsible for training the apprentices on his project and will report on the apprentices to the Field Representative and/or Apprentice Instructor, or upon request, to the Joint Apprenticeship Committee. The foreperson will be responsible for signing Apprentice work record cards.

Section 5.
Employers agree to suspend apprentices for discipline upon notification from the Joint Apprenticeship Committee. Apprentices will not be discharged for discipline or dissatisfaction before the Field Representative is consulted and efforts have been made to adjust the difficulty.

Section 6.
It being self-evident that the purpose of the apprenticeship is to teach the applicant the craft of bricklaying and that the sooner the applicant becomes master of the art the better for all concerned, this Union insists that such applicants be afforded every opportunity to become skilled at the trade. No apprentice shall be allowed to operate a masonry saw, grout, wash down or rub down for more than forty (40) hours in a thirty (30) day period; and the apprentice shall work with a journeyperson when applicable. The fine for violation of Article XXII Sections six (6) may be up to five hundred ($500.00) for each offense. Any violation of this article shall be determined by the State Grievance Board. Any receipt of monies resulting from a contractor fine shall be donated to a charity determined by the Indiana Mason Contractors Association Board of Directors.

Section 7.
All apprentices shall be confined strictly to the Employer and in no case shall they take liberty to do contract work of any kind under penalty of being discharged from their union.

Section 8.
Apprentices will not change Employers without the approval of the Union and traveling apprentices will not be hired without the approval of the Union and/or the Joint Apprenticeship Committee. An apprentice from outside a Local Chapter can be employed as long as 1) A Local Chapter apprentice is hired first, and 2) A Local Chapter apprentice is the last apprentice on the job. Only one (1) out of chapter apprentice can be on the job if there are Local Chapter apprentices on the bench. The out of chapter apprentice will count as a journeyperson on the journeyperson to apprentice ratio.

Section 9.
School-To-Work Opportunities will be given to enrolled High School and College students that are at least 17 years of age or have advanced beyond their junior year of High School. They must be enrolled as full-time students. Students shall perform duties at the discretion of the Employer. In no event shall a School-to-Work student take the place of a BAC apprentice or journeyperson who is off work. In the event the EMPLOYER has a valid reason to hire the School-to-Work student instead of a BAC member they must submit it in writing to the UNION. The Employer shall notify the union within seven (7) days of intent to employ any student in writing. A School- To-Work form must be signed by the STUDENT, EMPLOYER, and UNION to be valid. School-to-Work students will be last hired and first dismissed if there is a work shortage. Wage rates for students will be a minimum of 50% percent of base pay with no benefits to be paid.

ARTICLE XXIII
JOB STEWARD

The UNION shall have the right to appoint and replace stewards on all jobs from the EMPLOYER'S current work force on that job and shall notify the EMPLOYER in writing of all such appointments and replacements. The EMPLOYER, before laying off or discharging a steward shall notify the UNION of its intention to do so. It is recognized by the EMPLOYER that the steward appointed shall remain on the job as long as there is work in his/her classification. If an EMPLOYER has violated this AGREEMENT, the

Field Representative may place a steward on all jobs of said EMPLOYERS covered by this AGREEMENT. In no event shall an EMPLOYER discriminate against a steward, lay him/her off, or discharge him/her on account of any action by him/her in the proper performance of his/her UNION duties. Said steward shall have the right to act on any grievance without discrimination.

For all purposes of this AGREEMENT, it is understood that the duties of the steward are limited to:

1. Policing the provisions of this Agreement so it is complied with both by the EMPLOYER and its employees equally.
2. Stewards shall perform all his/her UNION duties during regular working hours.
3. When a job steward is temporarily laid off before completion, the steward shall be called back when work is resumed. If the steward is not the first employee called back, he/she shall be reimbursed for every hour worked by the first employee back. If the steward cannot be reached, the EMPLOYER will notify the Local Chapter and a new steward will be agreed upon.
4. The Field Representative and Steward, if requested by the Field Representative, shall have the authority to see pay checks.

ARTICLE XXIV
PRE-JOB CONFERENCE

Prior to commencing any work under this AGREEMENT, the EMPLOYER shall notify the Field Representative of all their jobs starting within the appropriate jurisdiction. Telephone pre-jobs or faxes, emails and texts may be used whenever practical. In the event the EMPLOYER fails or refuses to comply with the provision, the UNION may file a complaint with the Joint Arbitration Board, which upon finding of failure or refusal the non-complying contractor can be fined $3,000.00 per violation, to be deposited into the Bricklayers Apprentice Training and Journeyperson Retraining Education Fund.

ARTICLE XXV
MARKET RECOVERY PROGRAM

The parties agree to implement a Market Recovery program covering residential, apartments, commercial and work falling under "Heavy and Highway" Agreements. This program to be administered by the President of Local #4 IN/KY.

ARTICLE XXVI
MISCELLANEOUS

Section 1.
This AGREEMENT constitutes the entire agreement between the parties, and the provisions of any local or area collective bargaining agreement which may conflict with the provision contained in this AGREEMENT shall be subordinated to this AGREEMENT's provisions.

Section 2.
This AGREEMENT shall be subject to amendment at anytime by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date thereof, and be executed in the same manner as was this AGREEMENT.

Section 3.
In the event any of the funds and benefits listed in this AGREEMENT, such as, but not limited to, Health & Welfare fund, Pension Fund, State and Local Promotional Funds, or any other fringe benefits, shall terminate, or cannot accept contributions as provided herein for any reason, then the negotiating committee shall notify the EMPLOYER on how the contributed money is to be reallocated.

Section 4. Injured Members.
Any employee hospitalized or seriously injured enough to be required to leave the job shall, without regard to the question of fault, be paid for the full day providing a doctor's statement stating not to return to work is presented.

ARTICLE XXVII
MOST FAVORED NATION

No EMPLOYER covered under this agreement shall be given wage, economic or non-economic terms that are more favorable than any other EMPLOYER covered by this agreement. However, this provision will not apply to jobs bid using the Market Recovery program.

ARTICLE XXVIII
BENEFIT ALLOCATIONS

All benefit allocations will be based on the recommendations of the Trustees of the Health and Welfare and Pension Funds. Contributions to the Apprentice Fund shall be based on the recommendation of the Apprentice Trustees.

ARTICLE XXIX
MASON HELPER

Is a person employed to assist Bricklayers, Pointers, Cleaners, and Masons covered by this agreement. Mason Helpers is not to be employed to install any materials covered by this agreement.

The Mason Helper program will be reviewed bi-annually or as needed during the trial period established by this 2023-2025 contracts term.

Wages shall be 70% of journeyperson's scale. Starting scale will be 70% of 70% with 10% increments every 1,500 hours until full scale of 70% is attained.

Benefits shall be paid at 100% per chapter designation.

The Union must be notified of new Helpers and traveling Helpers. If available, Local Chapter Helpers will be employed ahead of traveling Helpers.

ARTICLE XXX
WAGES

From the date of this Agreement through May 31, 2029, the wage and benefit increases, including for all promotional and all other payments shall be as set forth below in this section. The total wage and benefit package for each area shall be in accordance with the wage sheets issued each June 1st of each year during the duration of this agreement.

Bloomington Chapter

1. Effective June 1, 2026 – May 31, 2027, the wage and benefits package shall increase $3.25 per hour.
2. Effective June 1, 2027 – May 31, 2028, the wage and benefits package shall increase $3.45 per hour.
3. Effective June 1, 2028 – May 31, 2029, the wage and benefits package shall increase $3.55 per hour.

Evansville Chapter

1. Effective June 1, 2026 – May 31, 2027, the wage and benefit package shall increase $3.25 per hour.
2. Effective June 1, 2027 – May 31, 2028, the wage and benefit package shall increase $3.45 per hour.
3. Effective June 1, 2028 – May 31, 2029, the wage and benefits package shall increase $3.55 per hour.

Ft. Wayne Chapter

1. Effective June 1, 2026 – May 31, 2027, the wage and benefit package shall increase $3.25 per hour.
2. Effective June 1, 2027 – May 31, 2028, the wage and benefit package shall increase $3.45 per hour.
3. Effective June 1, 2028 – May 31, 2029, the wage and benefits package shall increase $3.55 per hour.

Indianapolis Chapter

1. Effective June 1, 2026 – May 31, 2027, the wage and benefit package shall increase $3.25 per hour.
2. Effective June 1, 2027 – May 31, 2028, the wage and benefit package shall increase $3.45 per hour.
3. Effective June 1, 2028 – May 31, 2029, the wage and benefits package shall increase $3.55 per hour

Lafayette Chapter

1. Effective June 1, 2026 – May 31, 2027, the wage and benefits package shall increase $3.25 per hour.
2. Effective June 1, 2027 – May 31, 2028, the wage and benefits package shall increase $3.45 per hour.
3. Effective June 1, 2028 – May 31, 2029, the wage and benefits package shall increase $3.55 per hour.

Merrillville Chapter

1. Effective June 1, 2026– May 31, 2027, the wage and benefits package shall increase $3.25 per hour.
2. Effective June 1, 2027 – May 31, 2028, the wage and benefits package shall increase $3.45 per hour.
3. Effective June 1, 2028 – May 31, 2029, the wage and benefits package shall increase $3.55 per hour.

Muncie Chapter

1. Effective June 1, 2026 – May 31, 2027, the wage and benefits package shall increase $3.25 per hour.
2. Effective June 1, 2027 – May 31, 2028, the wage and benefits package shall increase $3.45 per hour.
3. Effective June 1, 2028 – May 31, 2029, the wage and benefits package shall increase $3.55 per hour.

South Bend Chapter

1. Effective June 1, 2026 – May 31, 2027, the wage and benefits package shall increase $3.25 per hour.
2. Effective June 1, 2027 – May 31, 2028, the wage and benefits package shall increase $3.45 per hour.
3. Effective June 1, 2028 – May 31, 2029, the wage and benefits package shall increase $3.55 per hour.

Terre Haute Chapter

1. Effective June 1, 2026 – May 31, 2027, the wage and benefits package shall increase $3.25 per hour.
2. Effective June 1, 2027 – May 31, 2028, the wage and benefits package shall increase $3.45 per hour.
3. Effective June 1, 2028– May 31, 2029, the wage and benefits package shall increase $3.55 per hour.

ARTICLE XXXI
TERM

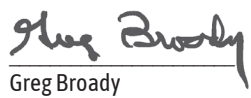
This AGREEMENT shall be effective and binding upon the parties hereto from June 1, 2026, until May 31, 2029. This AGREEMENT shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the original term that this AGREEMENT is in force, unless at least sixty (60) days prior to the expiration of the original term of this AGREEMENT or at least sixty (60) days prior to the expiration of any subsequent renewal thereof either the EMPLOYER or the UNION give the other written notice by Certified or Registered Mail, Return Receipt Requested, of its intention to amend or modify this AGREEMENT. This AGREEMENT supersedes and supplants the agreement dated June 1, 2023.

Signed this 29th day of May 2026

FOR THE ASSOCIATION:



Mike Berrisford
President

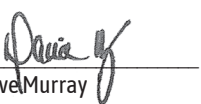


Greg Broady
Treasurer

FOR THE UNION:



Steve Knowles
President



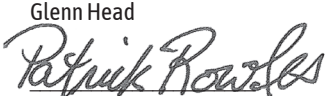
Dave Murray
Secretary



Glenn Head



Shannon Turner



Patrick Rowles

Bloomington Chapter

COUNTIES COVERED: BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MONROE, OHIO, ORANGE, OWEN, RIPLEY, SCOTT, SWITZERLAND, and WASHINGTON

All fringe benefits paid in this jurisdiction are paid on hours worked. For a current list of wages and benefits please contact the area representative, Scott Adams, 812-323-7913 office or 812-447-0918 cell. Email: scottadams@baclocal4.org.

Evansville Chapter

COVERED COUNTIES IN INDIANA: CRAWFORD, DUBOIS, PERRY, POSEY, SPENCER, VANDERBURGH, and WARRICK.

COUNTIES COVERED IN KENTUCKY: HANCOCK, HENDERSON, UNION, DAVIESS, McCLEAN, and WEBSTER

All fringe benefits paid in this jurisdiction are paid on hours paid. For a current list of wages and benefits please contact the area representative Rodney Powers 812-305-2140 cell. email: rodneypowers@baclocal4.org

Evansville Chapter Refractory

1. All Refractory and Acid proofing systems, old and new, shall be fifty ($.50) cents per hour over and above Journeymen scale of wages, excluding residential work. On all Refractory and acid proofing jobs the Bricklayers will be permitted a minimum of fifteen (15) minutes in order to wash up.
2. Hot work is defined as work in ovens and kilns where special clothing is required and must be done in intervals because the Bricklayers are unable to remain at work continuously. On all such work the Employer shall furnish all fireproof suits, gloves, helmets, and wooden shoes.
3. Employees working on free standing chimney and/or stack work above forty (40) feet from the base of the chimney or stacks shall be paid at the rate of twenty-five ($.25) cents per hour over and above the Employees rate of pay up to one hundred (100) feet and twenty-five ($.25) cents per hour for each additional fifty (50) feet unless said

stack or chimney is built under the International Union Stack Agreement, then all terms of the Stack Agreement shall apply.

All Chapter Refractory language is negotiated at Chapter level.

Ft. Wayne Chapter

COUNTIES COVERED: ALLEN, ADAMS, DeKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS, and WHITLEY

All fringe benefits paid in this jurisdiction are to be paid on hours worked. For a list of current wages and benefits please contact area representative Glenn Head at 765-639-4440 office or 260-410-8026 cell. Email: glennhead@baclocal4.org

Ft. Wayne Refractory

1. Members working on hot work shall receive 25% more than scale of wages being paid on the job. Hot work is construed to mean whenever work is being done on refractory by members of the Bargaining Unit on a glass tank that has a fire in either feeders, tank, or checkers or all three.
2. The employer, when engaged on all Industrial Refractory or acid brick work, due to the nature of the materials used, shall be given a fifteen (15) minute "wash up" period prior to lunch and quitting time. Special conditions getting to and from the parking lot to the place of work shall be mutually agreed upon by the union and the employer.
3. All overtime work on Refractory and Acid Brick work shall be two (2) times the regular rate of pay. On any shift of eight (8) hours or more a fifteen (15) minute break shall be allowed in the first half of the shift and in the second half at no loss of pay. Shifts: On night shift of ten (10) hours or more, a half (½) hour lunch break will be given at no loss of pay.

REFRACTORY SCOPE OF WORK: Refers to Bricklayers National Agreement for Refractory Construction, Article II.

All Chapter Refractory language is negotiated at Chapter level.

Indianapolis Chapter

COUNTIES COVERED: BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN, and SHELBY

All fringe benefits paid in this jurisdiction should be paid on hours worked. For a current list of wages and benefits please contact area representatives David Murray at 317-281-0212 cell or Scott Wooldridge at 317-714-8433 cell. Email: dmurray@baclocal4.org and Scottwooldridge@baclocal4.org.

Lafayette Chapter

COUNTIES COVERED: BENTON, CARROLL, CLINTON, FOUNTAIN, WARREN, WHITE, and TIPPECANOE.

All fringes paid in this jurisdiction should be paid on hours worked. For a current list of wages and benefits please contact the area representative Shannon Turner at 765-474-4460 office or 765-490-2164 cell. Email: shannonturner@baclocal4.org

Louisville Chapter

COUNTIES COVERED: IN THE STATE OF KENTUCKY: BRECKINRIDEGE, BULLITT, CARROLL, EDMONSON, GRAYSON, HARDIN, HART, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, and TREMBLE.

All fringes paid in this jurisdiction should be paid on hours worked. For a list of current wages and benefits please contact area representative Lee Drury at 502-749-5497 office or 502- 817-4126 cell. Email: leedrury@baclocal4.org or Rick Hernandez 317-691-1960 Email: rickhernandez@baclocal4.org

COUNTIES COVERED: IN THE STATE OF INDIANA CLARK, FLOYD, and HARRISON COUNTIES.

All fringes paid in this jurisdiction should be paid on hours paid.

Merrillville Chapter

COUNTIES COVERED: LAKE, JASPER, NEWTON, LaPORTE, STARKE and PORTER

All fringes paid in this jurisdiction should be paid on hours paid. For a current list of wage and benefits please contact area representative Donald Summar at 219-769-3655 office or 219-712-1472 cell. Email: donaldsummar@baclocal4.org.

Muncie Chapter

COUNTIES COVERED: BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY, MADISON, RANDOLPH, RUSH, TIPTON, UNION, and WAYNE.

All fringes paid in this jurisdiction are paid on hours paid. For a current list of wages and benefits please contact area representative Pat Rowles at 765-284-2926 office or 765-479-0920 cell. Email: patrowles@baclocal4.org.

Muncie / South Bend Chapter

Refractory

1. Members working on hot work shall receive 50% more than the scale being paid on the job. Hot work is construed to mean that whenever refractory work is being done by members of this International Union on a tank that has a fire in either feeders, tank, or checkers or all three. This will include drying fires, heat-ups and hot work on zinc tanks, furnaces, and boilers.
2. In case of emergency and by consent of this Union, two or three shifts can be worked. Shift work is construed to mean an emergency and shall not abate until the emergency ceases to exist. This means working seven (7) days per week and holidays. Whenever the hours on shift work are increased, the increased hours shall be worked until the job is completed.

3. Shift Premium:
    a. Where three shifts are employed, the first shift shall work eight (8) hours for eight (8) hours pay, the second shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay, and the third shift shall work seven (7) hours for eight (8) hours pay. Overtime shall begin at twelve midnight Friday and end at twelve midnight Sunday.
    b. When two shifts are employed the second shift shall receive twenty-five ($.25) more per hour than the regular scale of wages being paid.
    c. One half (1/2) hour shall elapse between two shift work.
    d. When two (2) ten (10) hour shifts are employed, each shift shall work ten (10) hours and be paid for fourteen (14). All hours after the sixth (6th) hour shall be at double time. Saturday, Sunday, and Holidays each shift work ten (10) hours and be paid for twenty-two (22).

       A ten (10) minute break shall be allowed in the first half of the shift and in the second half of the shift at no loss in pay. Members will stop during the break periods.
    e. When two (2) twelve (12) hours shifts are employed, each shift shall work eleven and one-half (11- ½) hours and be paid for eighteen (18). Saturday, Sunday and Holidays each shift shall work eleven and one-half (11-1/2) hours and be paid for twenty-six (26).
    f. Heat-up. Heat-up can continue and be worked on the same basis as herein described, but a break of twenty-four (24) hours between jobs or shifts must elapse before a new crew, steward, or hours can be worked.
4. No member of the I.U. B.A.C. shall be allowed to work more than one (1) shift in any twenty-four (24) hour workday.
5. No work can be done after 4:00 p.m. or on Saturday, Sunday, or any of the designated holidays, without the members doing said work receiving double time, and then only in case of emergency.

All Chapter Refractory language is negotiated at Chapter level.

South Bend Chapter

COUNTIES COVERED: CASS, ELKHART, FULTON, GRANT, HOWARD, KOSCIUSKO, LaGRANGE, MARSHALL, MIAMI, PULASKI, ST. JOSEPH, and WABASH.

All benefits paid in this jurisdiction should be paid on hours worked. For a list of current wage and benefits please contact one of the area representative Joe Mayer at 574-320-6376 cell or Email: josephmayer@baclocal4.org.

Terre Haute Chapter

COUNTIES COVERED: CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE, PUTNAM, SULLIVAN, VERMILLION, and VIGO.

All fringes paid in this jurisdiction should be paid on hours paid. For a current list of wages and benefits please contact the area representative Robert Thomas at 812-232-1492 office or 812-208- 2665 cell. Email: rthomas@baclocal4.org.

Terre Haute Refractory

1. Members working on hot work shall receive 50% more than the scale wages being paid on the job. Hot work is construed to mean that whenever refractory work is being done by members of this International Union on a tank that has a fire in either feeders, tank, or checkers or all three. This will include drying fires, heat ups and hot work on zinc tanks, furnaces, and boilers.
2. In case of emergency and by consent of this Union, two (2) or three (3) shifts can be worked. Shift work is construed to mean an emergency and shall abate until the emergency ceases to exist. This means working seven (7) days per week and holidays. Whenever the hours on shift work are increased, the increased hours shall be worked until the job is completed.

SHIFT PREMIUM:

a. Where three (3) shifts are employed, the first shift shall work

eight (8) hours for eight (8) hours pay, the second shift shall work seven and one-half (7 1/2) hours for eight (8) hours pay and the third shift shall work seven (7) hours for eight (8) hours pay. Overtime shall begin at twelve midnight Friday and end at twelve midnight Sunday.

b. When two (2) shifts are employed the second shift shall receive twenty-five ($.25) more per hour than the regular scale of wages being paid.

c. One half (1/2) hour shall elapse between two-shift work.

d. When two ten (10) hour shifts are employed, each shift shall work ten (10) hours and be paid for fourteen (14). All hours after the sixth hour shall be double time. Saturday, Sunday and Holidays each shift shall work ten (10) hours and be paid for twenty-two (22).

   A ten (10) minute break shall be allowed in the first half of the shift and in the second half of the shift at no loss in pay. Members will stop during the break periods.

e. When two (2) twelve (12) hour shifts are employed, each shift shall work eleven and one-half (11 1/2) hours and be paid for eighteen (18). Saturday, Sunday and Holidays each shift shall work eleven and one-half (11-1/2) hours and be paid for twenty-six (26).

   A ten (10) minute break shall be allowed in the first half of the shift and in the second half of the shift at no loss in pay. Members shall stop work during the break period.

f. Heat-up. Heat up can continue and be worked on the same basis as herein described, but a break of twenty-four hours between jobs or shifts must elapse before a new crew, steward or hours can be worked.

3. No member of the I.U. B.A.C. shall be allowed to work more than one shift in any twenty-four (24) hour workday.

4. No work can be done after 4:00 PM or on Saturday, Sunday, or any of the designated holidays, without the members doing said work re-

ceiving double time, and then only in case of emergency.

Additional Local #4 Contacts:

Northern Indiana representative Jose Ramirez 574-800-1798 cell Email: joseramirez@baclocal4.org

Central Indiana representative Carlos Alverez 765-757-0528 cell Email: carlosalverez@baclocal4.org

In witness of the foregoing, the parties' authorized representatives have set forth their signatures below.

Bricklayers Local #4



(Signature)

Steve Knowles /President BAC Local 4
(Printed Name)

May 29th, 2026
(Date)

Indiana Mason Contractors Association, Inc.



(Signature)

Mike Berrisford /President IMCA
(Printed Name)

May 29th, 2026
(Date)