

**Bricklayers & Allied Craftsmen Local No. 7 Pension Plan
Checklist Item #37**

Does the application include the required excerpts from the relevant collective bargaining agreements and side agreements? See section 7.07.

Document 37.1 provides a copy of the relevant provisions of the current collective bargaining agreement between the negotiating parties, effective from June 1, 2014 through May 31, 2019. The excerpts include, but are not limited to, provisions relevant to the proposed suspension.

Document 37.2 provides a copy of the current reciprocity agreement, which became effective for the Pension Plan on November 1, 2009.

At the time of this filing, no side agreement or participation agreement had been entered between the collective bargaining parties.

7.07 Collective Bargaining and Side Agreements

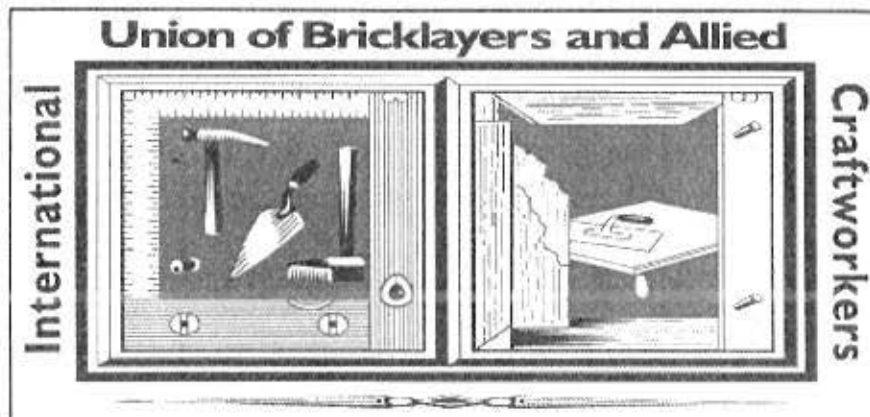
Document 37.1

**Excerpts from the Current
Collective Bargaining Agreement (2014-2019)**

See the following pages.

Bricklayers and Allied Craftworkers' Agreement 2014 – 2019

**OHIO - KENTUCKY ADMINISTRATIVE
DISTRICT COUNCIL – LOCAL # 7
AKRON, OHIO**



**International Union of
Bricklayers & Allied Craftworkers
Of America, AFL – CIO**

**AND
THE ASSOCIATION OF UNION MASON CONTRACTORS**

Akron, OHIO

PARTIES

This Agreement made and entered into the first day of June 2014, by and between the Association of Union Mason Contractors (hereinafter referred to as the employer), and Bricklayers and Allied Craftworkers Local No. 7, Ohio (hereinafter referred to as the Union).

DURATION-TERMINATION-AMENDMENT

This Agreement shall be effective commencing June 1, 2014 and shall continue in full force to and including May 31, 2019 and shall be automatically continued yearly thereafter, unless written notice of a decision to negotiate a new agreement, in whole or in part, is given in writing by either party to the other not later than sixty (60) days and no more than ninety (90) days prior to the expiration date or any anniversary date. If proper notice is not provided by an individual Employer, that Employer shall be bound to all terms and conditions of any subsequent collective bargaining agreement negotiated by the Union and the Association of Union Mason Contractors. The parties may at any time mutually agree to change or amend any part of this agreement and such changes or modification shall not affect the continuing nature of this agreement. Further in order to establish a more unified working agreement and to create solidarity with signatory contractors and affiliated Unions within the Ohio – Kentucky District Council of Bricklayers and Allied Craftworkers, it shall be agreed by both the Union and the Contractors to revisit this agreement with the exception of the previously agreed wages and fringe benefits, to establish a District wide territorial agreement, or in the event of a IUBAC mandated merger or consolidation of BAC Locals the terms and conditions of this collective bargaining agreement shall fall to the succeeding Local.

PURPOSE

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 XX has been exhausted and then only in the event a party fails or refuses to abide by a final decision. 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, fringe benefits or other contributions that have been established through bona fide collective bargaining.

GEOGRAPHICAL JURISDICTION

The geographical jurisdiction of Bricklayers and Allied Craftworkers Local No. 7, Ohio shall be: all Summit County and all of Portage County.

ARTICLE I **Scope of Work**

The employer agrees to assign to bricklayers all work which will be or has historically been traditionally or contractually performed by bricklayers. This work includes, but is not limited to the building, constructing, fabricating, erecting, cleaning, maintaining, repairing, renovating, sealing, caulking, waterproofing, acid proofing, application of chemical products, and all other work to or upon walls, floors, ceilings, roofs, decks, roads, paving and other objects of structural, building or construction components consisting wholly or partially of masonry brick and other clay products such as structural tile, concrete, cement, stone, marble, glass block, terra cotta, castables, A.A.C. units(Aerated Autoclaved Concrete Units), and all other natural or artificial

masonry units made from materials, tile, mosaics, cement plaster, terrazzo plastic, and all forms of substitute materials there to: the laying, setting, installation or application of all such materials; the preparation of all structures, objects or components to receive such materials; all refractory work; and all work servicing, assisting, or relating to the processes or materials described above from the manufacture of the materials through construction and maintenance of the structure or object. In addition, all other assignments mutually agreed upon between the Employer and the Union on any other building products or systems related to the scope and type of work covered by this Agreement, including any and all installation of Air Barrier Systems or any products developed in the future that are determined by these parties to fall within the work jurisdiction of this Agreement; specifically "Installation of Insulated Concrete Forms or ICF's regardless of manufacturer shall be the work of the BAC member. This work includes the lay-out, placement and installation of units, placement of reinforcement and final placement and finish of grout or concrete and vapor barriers. Control of the Grout, or structural reinforcement concrete hose shall be assigned to the bricklayer. Finishing and removal of excess grout or concrete on masonry walls shall be assigned to the bricklayer. Placement of vertical and horizontal reinforcing bar within masonry walls shall be done by the bricklayer, as well as all masonry anchor systems.

In all jurisdictional disputes between or among the building and construction trade unions and employees party to this agreement, a earnest effort will be made to settle and adjust such disputes first between the labor relations division of The Builders Exchange of Akron & Vicinity, and those building trade unions involved or any other plan or method of procedure that may be adopted in the future by the parties of this agreement.

ARTICLE II

Union Recognition and Security

Section A: The Employer hereby recognizes and acknowledges that the Union is its exclusive representative of all its employees in the classifications of work falling within the jurisdiction of the Union as defined in Article I of this agreement, and in the Constitution, Rules of Order and Codes of the International Union of Bricklayers and Allied Craftworkers, for the purpose of collective bargaining as provides for in the Labor Management Relations Act of 1947, as amended.

Section B: No later than eight (8) days following the effective date of this agreement, all present employees must as a condition of continued employment be or become members of this union. All employees hired after the effective date of this agreement shall become or remain members of the union no later than eight (8) days following the first day of employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this sub-section shall, upon request of the union, result in termination of such employee, provided that the union has given the employee four (4) days notice that his obligation to make payment has not been met and that his delinquency renders him liable to termination under this section.

The employer shall not be obligated to dismiss an employee for non-membership in the union; unless;

- a. They have reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members.
- b. They have reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining his membership.

ARTICLE III Traveling Contractors

When the Employer has any work specified in Article I of 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 International Union of Bricklayers and Allied Craftworkers, then the Employer agrees to abide by the full term and conditions of the agreement in effect in the jobsite area. The Employer shall in all other matters be governed by 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 Article I of this agreement, the full terms and conditions of this agreement shall apply.

Article IV Subcontracting

All subletting, assigning or transferring by the Employer of any work in connection with employment that is covered by this Agreement must be subcontracted, assigned or transferred to a person, firm or corporation which recognizes the Bricklayers and Allied Craftworkers or one of its Local Unions as the collective bargaining representative of its employees and agrees that all such work shall be done under the terms of this Agreement. A violation of this provision will be deemed a breach of this Agreement. All charges of violations of this Article shall be considered as a dispute, and shall be processed in accordance with the provisions of Article XX of this Agreement covering the procedure for handling of grievances, and the final and binding resolution of disputes.

ARTICLE V Wage Rates/Fringe Benefits, Dues, Other Contributions and Deductions Hourly Deductions / Effective Dates

Section A: Wages and fringe benefits of the Bricklayers, effective June 1, 2014.

<u>Hourly Rate</u>	<u>Health Fund</u>	<u>Local Pension</u>	<u>Int'l Pension</u>	<u>Apprentice Fund</u>	<u>I.M.I.</u>
\$29.35	+\$6.70	+\$2.00	+\$0.80	+\$0.20	\$44
		\$4.46 (LPR)	+\$0.20 (IPF PPA)		
		\$6.46	\$1.00		
<u>Savings Program</u>	<u>B.T.C.</u>	<u>ACT</u>	<u>AUMC</u>	<u>Union Dues</u>	<u>Gross Wage</u>
-\$1.50	-\$0.02	-\$0.03	+\$0.05	-\$1.60	\$44.20

Effective June 1, 2015	\$1.30 per hour increase
Effective June 1, 2016	\$1.00 per hour increase
Effective June 1, 2017	\$1.00 per hour increase
Effective June 1, 2018	\$1.00 per hour increase

Section B: Residential rate of wages and fringe benefits of the Bricklayers, effective June 1, 2014.

<u>Hourly Rate</u>	<u>Health Fund</u>	<u>Local Pension</u>	<u>Int'l Pension</u>	<u>Apprentice Fund</u>	<u>I.M.I.</u>	<u>AUMC</u>
\$20.54	+\$6.70	+\$6.46	+\$1.00	+\$0.20	+\$0.44	+\$0.05
<u>Savings Program</u>	<u>B.T.C.</u>	<u>ACT</u>	<u>Union Dues</u>	<u>Gross Wage</u>		
-\$1.50	-\$0.02	-\$0.03	-\$1.60	\$35.39		

(1) Residential Scope of Work: The scope of work covered by the residential rate will include all units built primarily for single-family residence not to exceed two stories in style, but does not include any residential unit or project covered by the Davis-Bacon Act.

(2) Residential wages shall be seventy percent (70%) of the commercial base wage rounded to the next .5 cents plus full commercial fringes.

Section C: The rate of the Sewer Bricklayers will be fifty cents (\$.50) per hour above the Building Bricklayers' rate. Men working from cable or rope hung scaffold shall receive fifty cents (\$.50) per hour above the Building Bricklayers' rate. This provision does not apply to the "Patent Scaffold Company" type scaffold hung from steel out-rigger beams

ARTICLE VI

Work Day, Show up Time, Commercial/Residential Construction

Section A: Work day

Eight hours pay will be received for 8 hours work. The eight hours will be worked between the hours of 7:00 a.m. and 4:30 p.m., with a 30 minute unpaid break for lunch. Workers will arrive at the shanty for lunch at 12p.m, and leave the shanty at 12:30p.m. Lunch may be taken at 12:30 by mutual agreement between the foreman and the steward. A 5 minute break in the morning and 5 minute break in the afternoon may be combined for a 10-minute "coffee" break in the morning. During inclement and cold weather (November through April), a reasonable amount of time will be allowed for bricklayers to walk to an appropriate shelter to take "coffee" break. Any work in excess of 8 hours (overtime) will necessitate an additional afternoon break of 10 minutes, to be taken at normal quitting time.

More than one (1) shift may be worked any 24-hour period, and the start time will be at the discretion of the foreman. Second shift workers are to receive 8-hours pay for 7 1/2 hours work, including a 1/2 hour lunch period. Third shift will receive 8-hours pay for 7-hours work, which includes a 1/2- hour lunch period. Any job wishing to work overtime or alternate shifts will report to the local Bricklayer Union Field Representative. Any job wishing to work overtime shall report to the Bricklayer Union office.

Section B: Saturday Make-up Day

Time and one-half (1 ½) the employees regular rate of pay shall be paid for all work performed on Saturday. If those employees have not worked in excess of four (4) working days or thirty two (32) hours during the preceding five (5) calendar days, Saturday will be a make-up day at straight time with a \$1.00 premium per hour for all employees who did not work in excess of thirty two (32) hours for the week due to inclement weather. Ten dollars (\$10.00) show up pay for all employees who show up and are not put to work. No outside employees, except for foremen can be brought to the job site on Saturday unless they are less than thirty two (32) hours for the week. The Employer shall not discriminate against any employee, in any manner because the employee refuses to work Saturday make-up day. If any employee on the masonry crew (Bricklayers or Laborers) receive time and one half (1 ½) for Saturday make-up day then the entire masonry crew shall also receive time and one half (1 ½).

Section C: Show Up Time

When the men report to the job at starting time and are not put to work because of inclement weather, the Foreman shall notify the Steward within one hour of the normal starting time (based on 8:00 a.m. start), whether the men shall wait or go home. If told to wait or to go to work at 9:00 a.m., they shall be paid one (1) hour from 9:00 a.m. to 10:00 a.m. If told to wait or to go to work after 10:00 a.m. they shall be paid for two (2) hours. If told to wait or go to work between 11:00 a.m. to 1:00 p.m. they shall be paid four (4) hours; and if told to wait or go to work between 1:00 p.m. and 3:30 p.m. they shall be paid for seven (7) hours and the men must remain on the job site to be eligible for such pay.

Section D: Commercial Construction

All work performed in excess of eight (8) hours per day on the first shift or in excess of seven and one-half (7 ½) hour per day on the second shift, or in excess of seven (7) hours on the third shift shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. All work performed on Saturday shall be paid at one and one-half (1 ½) times the regular rate of pay. On new construction if another craft in the employ of the employer signatory to this agreement receives double time then the employees covered by this agreement will receive double time.

- I. All work performed on Labor Day, Memorial Day, Independence Day, Thanksgiving, Christmas, New Years Day and Sunday shall be paid at two (2) times the regular rate of pay. For the holidays listed in this agreement, when a holiday falls on a non-workday (Saturday or Sunday) the holiday will be observed on a Monday(if the holiday falls on Sunday) on Friday(if the holiday falls on Saturday).

Section E: Residential Construction

All work performed in excess of eight (8) hours per day on the first shift or in excess of seven and one half (7 ½) per day on the second and third shifts shall be paid at the rate of one and one half (1 ½) times the regular rate; Monday thru Saturday.

- I. All work performed on Labor Day, Memorial Day, Independence Day, Thanksgiving, Christmas, New Years Day and Sundays shall be paid at two (2) times the regular rate of pay. Any holidays mentioned in this agreement shall be celebrated by the employees covered herein on the date observed by the Federal Government.

ARTICLE VII Pay Regulations

Bricklayers shall be paid in cash or payroll checks not later than quitting time on Friday of each week. If a bricklayer is required to wait on the job for his pay after quitting time on Friday, he shall be paid at the straight time hourly rate for waiting. In the event the employer pays by check and one of these is found to be N.S.F. the employer will lose the privilege to pay by check. Not more than three (3) days pay will be held back from the regular weekly pay. If sent home by the employer on Friday, or if the bricklayers cannot work on Friday, because of weather, they shall be paid not later than ten o'clock (10:00) a.m. Bricklayers hired by the employer, and not put to work that day, weather permitting, shall receive four (4) hours time for reporting on the job. Bricklayers wishing to leave the employ of the employer shall be paid in full at four-thirty (4:30) p.m. of the previous day (if the bricklayer requests). When bricklayers are laid off or discharged, they shall be paid one-half (1/2) hour before termination. Every employee working under this agreement shall be furnished a summary attached to his check showing the number of hours worked along with the gross amount of pay and all the deductions. If a bricklayer reports for his pay on Friday and is laid off upon so reporting, two (2) hours show up time will be paid to this man laid off. Bricklayers will be provided with a separation slip indicating the reason for separation.

ARTICLE VIII Fringe Benefits / Other Deductions

Section A:

In addition to the wages and other payments herein provided for, the employer agrees, beginning June 1, 2014 and for the duration of this agreement and for any renewals or extensions thereof, to pay the specified contributions to the following designated funds.

Section B: Health Fund

The contribution to the Ohio Bricklayers Health & Welfare Fund shall be a total of \$6.70 for each hour or portion thereof for which a covered employee receives pay. The payments required above shall be made to the Ohio Bricklayers Health & Welfare Fund which was established under an Agreement and Declaration of Trust, dated June 17, 1977.

Section C: Local Pension

The contribution to the Bricklayers and Allied Craftworkers No. 7, Pension Fund shall be a total of two dollars and no cents (\$2.00) for each hour or portion thereof, for which a covered employee received pay. The payments required above shall be made to the Bricklayers and Allied Craftworkers Local No. 7, Pension Fund, which was established under an Agreement and Declaration of Trust, dated February 1, 1968.

Section D: Non-Accrued Benefit Clause

Due to the extreme volatility in the financial markets, if Local 7 Pension Fund Trustees find themselves in the position that they must impose guidelines that a portion of the pension fund hourly contributions are contributed as a non-accrued benefit, then

this non-accrued benefit contribution amount, when implemented, will apply to all man hours worked and collected in this jurisdiction, and will not be reciprocated to any traveling BAC members home local fund for worked hours generated in the jurisdiction of BAC Local No. 7 Ohio. Providing there is no violation of applicable Federal and State laws and or signed reciprocal agreements.

Section E: Contractor Contribution (Pension Protection Plan)

The Contractor agrees to contribute four-dollars and forty-six cents (\$4.46) per bricklayer hour worked in Local 7 Ohio's jurisdiction towards the Pension Recovery.

Section F: International Pension Fund (IPF)

(a) The contribution to the Bricklayers and Trowel Trades International Pension Fund (IPF) shall be a total of eighty cents (\$.80) (IPF) for each hour or portion thereof and in accordance with the mandates of the Pension Protection Act of 2006 (PPA) the Employers agree to contribute twenty cents (0.20) (PPA), for each hour or portion thereof which covered employee receives pay. Future increases shall be per the IPF Trustees recommended funding schedule and shall derive from negotiated increases.

(b) The payments required above shall be made to the Bricklayers and Trowel Trades International Pension Fund (IPF), which was established under an Agreement and Declaration of Trust, dated 1 July 1972.

Section G: BAC Save Employee Contribution 401k

Optional Employee Contribution Only (401(k))

The employer hereby agrees to participate in BAC SAVE - The Bricklayers and Trowel Trades International Retirement Savings Plan (the Plan) on behalf of all employees represented for purposes of collective bargaining under this Agreement and other employees as permitted under the Plan.

Section H: Association of Union Mason Contractors (A.U.M.C.)

There shall be a five cents (\$.05) contribution for each hour worked to the A.U.M.C. for drug and alcohol testing costs remitted once each month as per instructions on the multi-reporting form. Proposed that the Contractors be responsible for the printing of the Collective Bargaining Agreements to all affected parties.

Section I: Vacation/Savings Fund

One dollar and twenty-five cents (\$1.25) shall be deducted from the employee's wages for each hour worked and remitted as instructed on the multi-employer reporting form.

Section J: Apprenticeship Fund

Effective June 1, 2014 through May 31st 2015 the hourly contribution shall be twenty cents (\$0.20) per each straight time hour.

Section K: International Masonry Institute (IMI)

The contribution to the International Masonry Institute shall be Forty-four cents (\$0.44) for each hour or portion thereof for which a covered employee receives pay. The employer's total contribution for each hour or portion thereof for which an employee receives pay shall be allocated as follows:

The payments required above shall be made to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, March

14, 1981, as the successor trust to the predecessor International Masonry Institute (Established under an Agreement and Declaration of Trust, July 22, 1970) and the predecessor International Masonry Apprenticeship Trust, November 6, 1974.

Section L: Union Dues Deduction

The employer shall deduct from the wages of each employee who has signed a check-off authorization conforming to federal law and remitted once each month as instructed on the multi-reporting forms, the sum for each hour paid which the Union has specified as the portion of each employee's Union dues to said Union, to his or her International Union, or any other affiliated of the International Union, subject to check-off. The working dues check-off is three and one half percent (3 1/2%) of the gross wage.

Section M: Building Trades Council Dues Deduction

It is hereby agreed between the parties that two cents (\$0.02) per hour for each hour paid be deducted from the employee's wages and remitted once each month as instructed on the multi-reporting forms.

Section N: Reporting of Fringes

It is further agreed that the employer will pay such benefits once each month as instructed on the multi-reporting forms not later than the fifteenth (15th) of each month following the month wherein the hours were worked. If such benefits are not paid prior to the fifteenth (15th) of the month following the month wherein the hours are worked, such employer signatory hereto agrees to the late payment penalty as prescribed in the various fund trust agreements including but not limited to interest, liquidated damages and attorney fees.

Section O: Non Payment of Fringes

It is further agreed between the parties that the non-payment of said contributions by the employer shall constitute a violation of this agreement. The union at its option may declare this agreement terminated following the receipt of a telegram or certified letter notifying the employer of such delinquencies. Such violation shall constitute a waiver of any damages by reason of a strike against such employer after such notice has been given, and the employer hereby waives any rights under this contract arising out of such strike. If the Union herein elects to strike to enforce the payment of fringe benefits and the fringe benefits in arrears are paid in full by the employer then in such event it is further agreed that his contract shall reinstate itself and all terms and conditions shall remain in full force and effect for the term contained in this agreement.

Section P:

It is further agreed to deduct from the wage package any future increase in fringe benefits or contributions to new programs following a thirty (30) day notice in writing from the Union.

Section Q:

It is further agreed that if any of these deductions would be terminated in the future, the amount allotted for same would become a part of wages.

Section R:

It is further agreed all fringes on premium time will be paid at the premium rate.

Document 37.2

Reciprocity Agreement (2005)

See the following pages.

**INTERNATIONAL RECIPROCAL AGREEMENT
FOR BRICKLAYERS AND ALLIED
CRAFTWORKERS DEFINED CONTRIBUTION AND
DEFINED BENEFIT PENSION PLANS**

February 2005

INTERNATIONAL RECIPROCAL AGREEMENT FOR BRICKLAYERS AND
ALLIED CRAFTWORKERS DEFINED CONTRIBUTION AND
DEFINED BENEFIT PENSION PLANS

WHEREAS, the Trustees of each signatory Defined Contribution and Defined Benefit Pension Fund, acting under separate Trust agreements, are authorized and empowered to grant and administer pension benefits, under their respective plans, to employees who are or have been represented in collective bargaining by BAC local unions; and

WHEREAS, many employees have been, or are, or may be, from time to time employed by employers under contract to contribute to one of the signatory defined contribution and defined benefit pension funds, and at another time employed by an employer under contract to contribute to another of the signatory funds; and

WHEREAS, many employees may thus lose pension benefits from any signatory fund, and

WHEREAS, the Trustees of each signatory defined contribution and defined benefit fund desire to promote the interests and well-being of the fund's participants by accumulating all benefits in one defined contribution or one defined benefit fund; and

WHEREAS, the Trustees of each such signatory defined contribution and defined benefit fund desire to provide for the implementation of the necessary plan amendments providing for reciprocity and the establishment of procedures to carry out the terms of this Reciprocal Agreement; and

WHEREAS, the Trustees of each signatory defined contribution and defined benefit fund executing this Reciprocal Agreement on behalf of their respective pension fund represent and warrant that they have been duly authorized to make, execute and deliver this Reciprocal Agreement;

NOW, THEREFORE, it is agreed as follows:

II. OPERATION OF RECIPROCAL AGREEMENT

SECTION 10. USERS ACCESS TO ERTS: REGISTRATION

Users shall acquire access to ERTS in the following manner:

Employee Users. Employee users must follow the procedures, and must agree to the terms and conditions, set forth in Section 11, below; and

Non-Employee Users. Non-Employee users (employees, officers or agents of Home Funds, Participating Funds, The Reciprocal Clearinghouse, and Assisting Local Unions) must follow the procedures, and must agree to the terms and conditions, set forth herein, whereby each such user:

Must register on ERTS with the ERTS service provider; and

Must agree in writing through an approved, written confirmation (the "Non-Employee User ERTS Confirmation") to properly maintain the confidentiality of information concerning an Employee. The original signed Non-Employee Users ERTS Confirmation shall be filed with the ERTS service provider.

Upon registration and execution of the Non-Employee User ERTS Confirmation, each such user shall be issued his own confidential identification number (the "PIN").

Thereafter, access to ERTS shall be available on a personal computer or other appropriate device with an internet connection by use of a Log-On Number (the user's Social Security Number or, if Canadian, his Social Insurance Number) and the PIN. The PIN shall be available to the Reciprocal Administrative Office and the ERTS service provider, to be used consistent with the confidentiality provisions of Section 9 above.

SECTION 11. HOW AN EMPLOYEE ELECTS RECIPROCITY

To be eligible for reciprocal transfers under this Agreement, an Employee:

Must register on ERTS at his Home Fund, a Participating Fund, or an Assisting Local Union after presentation of valid photo identification; and

Must agree in writing through a written confirmation, as specified below and electronically (via ERTS) to: (i) the legally binding effect of his utilization of an electronic signature on ERTS; and (ii) an approved authorization and release (the "Authorization and Release") regarding reciprocal transfers under the Agreement.

The approved Authorization and Release shall contain an authorization whereby the Employee elects to participate in the reciprocal system as well as a release (waiver) by the Employee, releasing all participating Funds and their trustees from any claim or claims by the Employee, or anyone making a claim through him, based upon the Contributions made after the effective date of the Authorization and Release. The approved Authorization and Release shall also contain an express consent to the dissemination of information concerning the Employee, such as name, address, Social Security or Social Insurance Number, information submitted with reciprocal transfers pursuant to Section 15 below, etc. (but not including an Employee's ERTS related personal identification number), to, and only to, authorized users of ERTS. The approved Authorization and Release shall also specify that it is a blanket authorization and release which will provide for the reciprocal transfers of Monies to his properly (that is, with Home Fund(s) acceptance) designated Home Fund(s) from any and all Participating Fund(s) in whose area the Employee is, or may in the future be, working as a Temporary Employee, unless and until the Employee thereafter utilized ERTS to expressly cease the transfers of Monies.

At the time of registration, the Employee shall receive a printed confirmation of his agreeing to the effect of his electronic signature and to the Authorization and Release (as outlined above in subsection (a)(2)), which he must personally sign (the "Employee Confirmation"). The original signed Employee Confirmation shall be filed at the Home Fund, the Participating Fund, or the Assisting Local Union where the Employee registers. The Employee shall be given a copy of his signed Employee Confirmation.

Upon registration on ERTS, the Employee shall be issued a confidential, personal identification number (the "employee PIN"). Thereafter, he shall be entitled to access ERTS on any personal computer or other appropriate device with an internet connection, by use of a Log-on Number (his Social Security Number or if Canadian, his Social Insurance Number) and his Employee PIN. The Employee PIN shall be available to the Reciprocal Administrative Office and the ERTS service provider, to be used consistent with the confidentiality provisions of Section 9 above.

SECTION 12. EFFECT OF ELECTION ON PARTICIPATING FUND

As of the first day of the month in which an Employee registers on ERTS, signs the Employee Confirmation, and designates his Home Fund(s) (if the Home Fund(s) later accepts that designation), and anytime thereafter, the Participating Fund shall keep a separate account of collections of Employee Contributions due for the work of the Temporary Employee and transfer to the Temporary Employee's Home Fund an amount of money as prescribed under Section 13 on behalf of the Temporary Employee for work performed from the first day of the month in which the signed authorization form is received by either the administrator of the Participating Fund or by a person designated by the Participating Fund to receive such authorization forms. An earlier effective date for the transfer of Monies may be established by the Trustees of a Participating Fund.

SECTION 13. AMOUNT TRANSFERRED TO HOME FUND

Each Participating Pension Fund shall transfer required contributions to the Temporary Employee's Home Fund as soon as feasible within a period of thirty (30) days following receipt of the request for transfer. Subsequent transfers of money to the Home Fund shall be made on at least a monthly basis or more often if mutually agreed to by the parties to this Agreement.

It is understood by the parties to this Agreement that the Participating Pension Fund shall remit to the Home Fund an amount of money equal to all contributions received based on hours paid and reported to the Participating Fund.

There shall be no administrative fee charged by a Participating Fund for the transfer or for any other reason.

SECTION 14. IDENTIFICATION OF HOME FUND TO RECEIVE TRANSFERS

If the Temporary Employee has two Home Funds, a defined benefit fund and a defined contribution fund, the Participating Fund shall transfer all Monies to whichever Home Fund is the same type as the Participating Fund (defined benefit to defined benefit - defined contribution to defined contribution). However the Home Fund has the discretion to allocate defined contribution Monies to a defined benefit fund.

If the Temporary Employee has only one Home Fund, the Participating Fund or Funds shall transfer all Monies to that Fund. If the Home Fund has only a defined benefit fund and the Participating Fund has both a defined benefit fund and a defined contribution fund, the Temporary Employee may elect to transfer only Monies from the Participating Fund's defined benefit fund to the Home Fund.

All Local Monies for Canadian Temporary Employees working in the U.S. shall be transferred to the IPF Defined Contribution Plan.

SECTION 15. INFORMATION SUBMITTED WITH TRANSFERS

Each Participating Pension Fund shall, at the time of making the monthly transfer, submit to the Home Fund via ERTS a report which shall include the following information for each Temporary Employee:

- (a) Name
- (b) Social Security Number
- (c) Work month reported
- (d) Number of hours contributed for in the month
- (e) Employer name
- (f) Total Monies being transferred

SECTION 16. EFFECT OF TRANSFERS ON PBGC PREMIUM

For purposes of the Pension Benefit Guaranty Corporation (PBGC), the Temporary Employee shall not be considered a participant in the Participating Fund if Monies are transferred to the Temporary Employee's Home Fund.

SECTION 17. HOW TEMPORARY EMPLOYEE STOPS TRANSFERS

Once an Employee is registered on ERTS, he may thereafter modify his registration or request a temporary or permanent cessation of reciprocal transfers by accessing ERTS through either his Log-on Number and Employee PIN or by appearing at his Home Fund, any Participating Fund or any Assisting Local Union. A temporary cessation stops transfers only while a Temporary Employee is working in the area of the specific Participating Fund(s) where he was working when he requested the temporary cessation. A permanent cessation stops all current and future or all future transfers permanently to any Home Fund(s) after an Employee has used ERTS to remove the Home Fund(s) designation(s). Any such temporary or permanent cessation in the transfer of Monies shall become effective on the last day of the month the request for cessation is inputted on ERTS. A permanent cessation shall remain in effect until an Employee thereafter has modified his registration by properly designating a new Home Fund(s). However, an Employee who requests a temporary or permanent cessation(s) shall not be eligible to restart transfers or designate a new Home Fund(s) and have Monies transferred so long as he works in the area of the same Participating Fund(s) where he was working when he requested a temporary or permanent cessation.

If an Employee's file is accessed on ERTS without the use of that particular Employee's Log-On Number and Employee PIN, any modification and/or cessation as outlined in subsection (a) above shall be valid only if an approved Employee confirmation of such action (an "Employee Confirmation of Modification and/or Cessation") is printed and signed by the Employee after presentation of valid photo identification and is filed at the Home Fund, Participating Fund or Assisting Local Union where such access occurs. The Employee shall be given a copy of his signed Employee Confirmation of Modification and/or Cessation.

SECTION 18. WHEN RECIPROCITY IS NOT IN EFFECT

If a Participating Pension Fund receives Contributions with respect to a Temporary Employee's employment, reciprocity is not in effect and the Contributions thus received shall be applied in accordance with the Participating Fund's provisions, if:

- (a) The Temporary Employee has not registered on ERTS, has not agreed to the Authorization and Release or has not executed and had filed an Employee Confirmation (all as provided in Section 11);
- (b) No Home Fund, as defined in Section 1(d), has been established by the Temporary Employee or if established, it is not a party under this Agreement, or
- (c) The Temporary Employee is eligible and has completed the necessary enrollment forms for benefits in the Participating Pension Fund.
- (d) Transfer of defined contribution fund Monies will create a violation of Section 415(c) of the IRC.
- (e) A cessation under Section 17 is in effect.

SECTION 19. TREATMENT OF MONIES RECEIVED BY HOME FUND

All Monies forwarded pursuant to this Agreement to the Trustees of the Home Fund of a Temporary Employee shall be treated as the equivalent of Contributions to that Home Fund and shall be applied in accordance with said Home Fund's provisions. Neither the Participating Fund nor its Trustees forwarding Monies to the Home Fund shall have any responsibility for the application of the Monies by the Home Fund.

SECTION 20. CREDITING SERVICE IN HOME FUND

The manner of crediting Monies and hours received by a Home Fund on behalf of its participants temporarily employed elsewhere shall be as follows:

Vesting Service - All hours worked in any Participating Fund for which Monies are transferred pursuant to this Agreement shall be counted as vesting service by the Home Fund on an hour-for-hour basis, as required by ERISA. However, if the same hours are reported by more than one Participating Fund, the Home Fund shall not be required to credit such hours more than once. A year of vesting service shall be whatever each plan decides, so long as it meets the requirements of ERISA.

Benefit Accrual - All hours worked in any Participating Fund for which Monies are transferred pursuant to this Agreement shall be counted for benefit accrual purposes by the Home Fund on an equitable basis, considering the relationship between the Participating Fund and the contribution rate in the Home Fund. For example, the benefit accrual rate for each hour for which Monies are transferred shall be proportional to the Home Fund's regular benefit accrual rate based on the relationship between the Home Fund contribution rate and the contribution rate received from the Participating Fund. Where benefit accrual is not based on hours but on the amount of contributions received on a participant's behalf, all Monies transferred shall be credited to his account for benefit accrual purposes.

SECTION 21. COORDINATION WITH THE INTERNATIONAL PENSION FUND (IPF)

- A. If the Home Fund is only the Bricklayers and Trowel Trades International Pension Fund (IPF), the Participating Fund shall transfer to the IPF an amount of money equal to all Contributions received. Any amount in excess of the Home Fund IPF defined benefit Plan rate shall be applied to the IPF defined contribution plan.
- B. If the Home Fund participates in both the IPF and maintains a local defined benefit and/or defined contribution plan, the Participating Fund shall transfer to the Home Fund an amount equal to all local defined benefit or defined contributions required under the Home Fund, or if less, the amount of local contributions received by the Participating Fund. Subsequently, the Home Fund shall credit the transferred contributions in proportion to the defined benefit and/or defined contribution funds of the Home Fund.
- C. If the Home Fund does not participate in the IPF and the Participating Fund does, the Participating Fund shall transfer to the Home Fund an amount equal to all local

contributions received. Subsequently, the Home Fund shall credit the transferred contributions in proportion to the defined benefit and/or defined contribution funds of the Home Fund.

- D. If the Participating Fund does not participate in the IPF, the Participating Fund shall transfer to the Home Fund an amount of money equal to all local contributions received. Subsequently, the Home Fund shall credit the transferred contributions in proportion to the defined benefit and/or defined contribution funds of the Home Fund
- E. If the Participating Fund participates in the IPF and the Home Fund maintains a local defined benefit and/or defined contribution plan, the Participating Fund shall transfer to the Home Fund an amount of money equal to all local contributions received. Subsequently the Home Fund shall credit the transferred contributions in proportion to the defined benefit and/or defined contribution funds of the Home Fund.
- F. Except as provided in section G below, if both the Participating Fund and the Home Fund participate in the IPF, no IPF monies will be transferred between the Participating and Home Funds. Monies will be remitted at the effective contribution rate of the jurisdiction of the Participating Fund to the IPF. Contributions received by the IPF will be credited in accordance with the IPF Home Local Rule.
- G. If the Participating Fund provides a local defined benefit or defined contribution plan through a merger with the IPF, the amount of the Participating Fund contribution rate immediately prior to the effective date of the IPF merger shall be transferred by the IPF to the Home Fund.
- H. If the Home Fund provides a local defined benefit or defined contribution plan through a merger with the IPF, the Participating Fund shall transfer an amount equal to all local funds received. Amounts in excess of the IPF defined benefit amount shall be credited to the IPF defined contribution plan.

III. LIMITS OF LIABILITY AND RESPONSIBILITY

SECTION 22. LIABILITY FOR CONTRIBUTIONS

No party shall be liable to any other party for any sum whatsoever except to the extent Contributions made on Temporary Employees are, in fact, collected and received. All Participating Pension Funds shall make every reasonable effort to collect all Contributions due, as required by ERISA. The Trustees of each Participating Fund agree to cause investigation to be made upon request of the Trustees of any other Participating Fund to determine whether Contributions as required have been made on behalf of Temporary Employees. However, a Temporary Employee's Home Fund shall have no responsibility to take any action to enforce the terms of any collective bargaining agreement requiring Contributions to another Participating Pension Fund.

SECTION 23. EMPLOYER LIMITATION

No employer shall be considered a contributing employer in any Participating Fund or Funds other than the Fund or Funds to which he is bound to contribute pursuant to the terms of an agreement which he has signed or assented to.

SECTION 24. WAIVER OF LIABILITY

It is expressly understood and agreed that none of the signatory Funds assumes any of the liabilities or obligations of the other signatory Funds. Each signatory Fund shall be liable solely and exclusively for pension benefits due under its own plan and no Fund shall be liable for the acts or omissions of another Fund. It is expressly understood and agreed that none of the Assisting Local Unions assumes any of the liabilities or obligations of the Participating Funds.

SECTION 25. NO INTERNATIONAL UNION, RECIPROCAL CLEARINGHOUSE, RECIPROCAL ADMINISTRATOR, OR ASSISTING LOCAL UNION LIABILITY: LIABILITY OF THE ERTS SERVICE PROVIDER

None of the BAC (its officers, employees or agents, including the Reciprocal Clearinghouse and the Reciprocal Administrator), any Assisting Local Union (its officers, employees or

V. SIGNATURE PAGE

IN WITNESS WHEREOF, the defined benefit or defined contribution pension fund identified below by the signatures of the undersigned Trustees, hereby adopts this Reciprocity Agreement, The International Reciprocal Agreement for Bricklayers and Allied Craftworkers Defined Contribution and Defined Benefit Pension Plans, and agrees to be bound by its terms and provisions. It is understood that each Fund becoming signatory hereto is entering into this Agreement with each other Participating Fund. The undersigned Trustees hereby represent and warrant that they have the authority under their trust agreement to sign, execute, and implement this Agreement and are doing so pursuant to a binding vote of the Trustees.

NAME OF FUND: Bricklayers and Allied Craftsmen Local 7 Pension Fund

EIN & PLAN NUMBER: 34-6666798

TYPE OF PLAN: Defined Benefit

BY UNION TRUSTEES

BY EMPLOYER TRUSTEES

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DATE: October 9, 2009

Administrator Name:	Clarence Root	Phone:	1-800-435-2388
Administrator Email:	clarencer@yourunionbenefits.com	Fax:	(330) 270-0912

Administrator Address Compensation Programs of Ohio, Inc.
 33 Fitch Boulevard
 Austintown, Ohio 44515

Current Contribution Rate: _____	Effective Date of Rate: _____
----------------------------------	-------------------------------

Local Union(s) Covered: Local 7	Craft Jurisdiction: Bricklayers
---------------------------------	---------------------------------

Return To: Reciprocal Clearinghouse
 International Union of Bricklayers and Allied Craftworkers
 1776 Eye Street, N.W., Suite 750
 Washington, DC 20006