

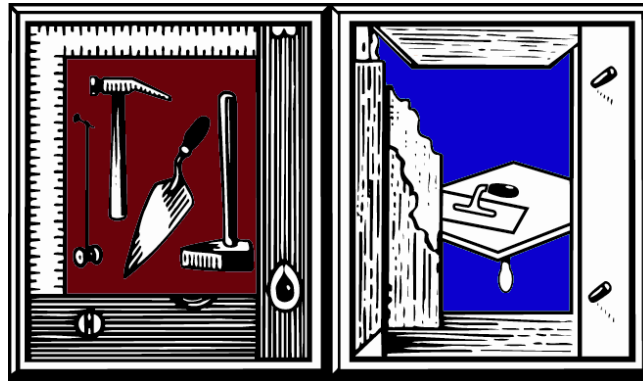
AGREEMENT

between

International Union of
Bricklayers & Allied Craftworkers Local 1
Washington-Alaska

and

Independent Mason Contractors



EFFECTIVE

JUNE 1, 2021 – MAY 31, 2025

TABLE OF CONTENTS

ARTICLE I.....	5
RECOGNITION, SUCCESSORS AND ASSIGNS AND TRADES JURISDICTION.....	5
ARTICLE II.....	9
UNION MEMBERSHIP AND HIRING.....	9
ARTICLE III.....	9
UNION SECURITY.....	9
ARTICLE IV	10
HOURS OF WORK -- PREMIUM TIME COFFEE BREAKS, LUNCH	10
ARTICLE V	12
HOLIDAYS	12
ARTICLE VI	12
FOREMEN AND STEWARDS.....	12
ARTICLE VII	13
SUB-CONTRACTING AND PIECE WORK.....	13
ARTICLE VIII	14
WAGES AND ENFORCEMENT.....	14
ARTICLE IX	15
TRAVEL, SUBSISTENCE AND SPECIALTY PAY	15
ARTICLE X	16
APPRENTICESHIP	16
ARTICLE XI	17
DUES CHECK-OFF.....	17
ARTICLE XII	17
CREDIT UNION / VACATION	17
ARTICLE XIII	18
FRINGE BENEFITS CONTRIBUTIONS	18
ARTICLE XIV.....	19
ADDED CONTRIBUTIONS.....	19
ARTICLE XV	20
SAFETY.....	20
ARTICLE XVI.....	21
CONTINUED EDUCATION TRAINING.....	21
ARTICLE XVII.....	21
SUBSTANCE ABUSE - SEE ADDENDUM 1	21
ARTICLE XVIII.....	21

REGISTRATION	21
ARTICLE XIX.....	22
PURPOSE AND ARBITRATION BOARD.....	22
ARTICLE XX.....	23
PROTECTION OF RIGHTS – PRESERVATION OF WORK	23
ARTICLE XXI.....	24
WORK OUTSIDE OF JURISDICTION	24
ARTICLE XXII.....	24
SEPARABILITY	24
ARTICLE XXIII.....	24
MISC. BASIC PROVISIONS	24
ARTICLE XXIV	25
LIGHT DUTY RETURN TO WORK	25
ARTICLE XXV	25
CONTRACT RESPONSIBILITY	25
ARTICLE XXVI	25
TOOLS AND EQUIPMENT	25
ARTICLE XXVII	26
RIGHTS OF THE PARTIES.....	26
ARTICLE XXVIII	26
WORKING RULES.....	26
ARTICLE XXIX	28
ADDITIONAL WORKING RULES - FIREBRICK	28
ARTICLE XXX	30
DURATION, TERMINATION, ADMENDMENT.....	30
ADDENDUM I	31
ARTICLE XVII SUBSTANCE ABUSE PROGRAM	31
SCHEDULE A.....	39
WAGE & BENEFIT PACKAGE	39
SCHEDULE B WAGE INCREASES	40

Note: We recognize the diversity of Employees and Employers in the construction industry. We have used words like journeyman, chairman, foreman, he, his, etc. in the text. We are aware that both men and women hold a variety of construction jobs but we have decided not to alter the use of masculine gender terms as the use of he and/or she made the language clumsy and difficult to read. Please understand it is not our intent to stereotype anyone, or any segment of the construction industry, or any job or craft by our choice of language.

“Agreement”

This AGREEMENT is made and entered into this first day of June 2021, by and between INDEPENDENT MASON CONTRACTORS (hereafter referred to as the Employer) and INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS - LOCAL 1 WASHINGTON-ALASKA (hereafter referred to as the Union).

This Collective Bargaining Agreement shall apply to all work described in Article I, Section 8, within the following counties of Washington: King, Kitsap, Jefferson, Clallam, Snohomish, Skagit, Island, San Juan, Whatcom, Pierce, Thurston, Lewis, Mason, Grays Harbor, and the North half of Pacific County.

Each and every Employer performing work covered by this agreement and who wishes to be party to this Agreement shall sign three copies of this agreement before workers are permitted to begin work for said Employer. The Employer shall keep one copy of this Agreement and the Union shall keep two signed copies.

This Agreement shall have no binding effect until signed by a quorum of representatives of the Union. Likewise, no amendment or modification to this Agreement shall be binding until signed by a quorum of representatives of the Union. For the purposes of this Agreement, Four (4) B.A.C. Negotiating Members shall constitute a Labor quorum. This Agreement shall be binding upon all persons, firms and corporations who have (1) signed this Agreement, or (2) authorized some other person to sign on their behalf, or (3) who have made any trust fund contribution to any of the trust fund referred to in ARTICLE XIII and XIV of this Agreement, provided, however, that this stipulation shall not be applicable if the Employer's agreement has been canceled.

WITNESSETH

WHEREAS, it is the desire of the parties hereto to formulate an Agreement which will prevent strikes and lockouts, insure peaceful adjustments and settlements of all grievances, disputes and differences which may arise between them, prevent stoppages of work and promote the dignity and stability of the Masonry Building Industry, it is hereby agreed between the parties as follows;

ARTICLE I

RECOGNITION, SUCCESSORS AND ASSIGNS AND TRADES JURISDICTION

Section 1: Recognition

The EMPLOYER, having received a demand for recognition by the UNION and having been presented with and accepting proof that the UNION represents a majority of its EMPLOYEES, acknowledges and affirms that the UNION is the sole and exclusive bargaining representative of its EMPLOYEES covered by the labor agreement under Section 9(a) of the National Labor Relations Act, as amended. The Union and the Employer by entering into this Agreement, intend to and do hereby establish a multi-employer collective bargaining unit. Such unit shall include, and this Agreement shall apply to, all Independent Masonry Contractors on the date of the execution of this Agreement. Any Employer who is bound by this Agreement, regardless of whether such Employer is or becomes a member of an Association shall thereby become a member of the multi-employer collective bargaining unit established by this Agreement for Independent Masonry Contractors.

Section 2: Employees employed under this Agreement shall as a condition of continued employment tender the uniform dues and initiation fees in effect in the Local Union after the Eighth (8th) day following such employment.

Section 3: No steward, Business Agent or Official of the Union has the authority to alter or amend any of the provisions of this Agreement or to sanction a violation of this Agreement. No Employee shall be permitted to waive any of the benefits of this Collective Bargaining Agreement. No estoppel, waiver or consent to employment under conditions other than as specified in this Agreement may be countenanced by any party. No 2 negotiating members, only the management representatives signatory hereto with a quorum of B.A.C. Local has the authority to alter or amend any of the provisions of this agreement.

Section 4: The Union will not offer or accept any project (or special consideration) agreement unless as mandated by a Project Labor Agreement. When an Employer travels in or assumes the responsibility of Division 4 and 9, partially and/or as a whole, they will be signatory to a Union agreement. The Union will not furnish Employees, accept trust payments or offer any services to Contractors (as individuals or corporations) who are not signatory to a Union agreement.

Section 5: The Union agrees to require its members (Employees) to comply with all the terms, conditions and provisions stated in this agreement. This includes all articles, sections, provisions, and schedules that refer to contracting, licensing, bonding, contribution and all other conditions that are a requirement of Federal, State and Local municipalities for contracting either by the hour, piece or lump sum. Violations of this Section will be grounds for charges by the Union or subject to review by the J.A.B.

Section 6:

The Union agrees to acquaint the Independent Mason Contractors covered by this Agreement, with the provisions of this Agreement and will endeavor to the best of its ability compel them to abide by all the provisions of the Agreement.

Section 7: Successors and Assigns

The provisions of this Agreement shall be binding upon the Union, all independent Employers and their Employees, and their successors, assigns or future purchasers, all partners, joint ventures and all the terms and obligations herein contracted shall not be affected or changed in any respect by the formation of a status, ownership or management of the Employer signatory hereto. The Employers signatory hereto agree that they shall give notice of the existence of this Agreement to any purchaser, transferee, licensee, or joint venture of the terms and conditions of this Agreement and shall also give notice to the Union.

Section 8: Trades Jurisdiction

This Agreement covers the work performed by the bricklayer, stonemason, marble mason, cement block layer, pointer, cleaner, caulker and any work which has historically or traditionally been or may in the future become work of the bricklayer, stonemason, marble mason, cement block layer, pointer, cleaner, caulker, or any work in all forms of construction, maintenance, repair and renovation within the scope of brick masonry, stone and marble masonry, block masonry or refractory and acid resistant masonry, whether performed at the job site or prefabricated on or off the job site. The following trades shall consist of, but not be limited to, the following work procedures and installation of the following materials:

- **Brick Masonry** - consists of the laying or installation of any brick made of any material, vitreous, burnt clay, cement, glass, adobe, cinder, shale, metal, or any substitute material of any size, shape or weight, the application of thin brick veneer, cultured stone, and terra cotta regardless of the method of application and the fabrication and setting of all brick panels, whether fabricated on or off the job site.
- **Block Masonry** - consists of the laying or installation of any block made of any material, vitreous, burnt clay, cement, glass, adobe, cinder, shale, metal or any substitute material of any size, shape or weight and regardless of the method of application and the fabrication and setting of all block panels and block and beam floor systems, whether fabricated on or off the job site such as operating of block laying machines in plants.
- **Precast Masonry** - consists of the laying, erection or installation of any precast material made from any material of any size, shape or weight and regardless of any method of installation, cementation, mechanical, bolted, welded or other means and the erection of precast fireplaces or any other type of precast products used as substitutes for brick masonry, block masonry or stone masonry, and the pointing, caulking and cleaning of same.
- **Stone Masonry** - consists of the laying or installation of granite, marble and any stone, natural or artificial, made from any material, of any size, shape or weight and regardless of the method of erection, installation, cementation, mechanical, bolted or welded, provided qualified members are available for employment, and includes the placing of stones in precast panels, consists of laying rip-rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects, and customarily called "stone" in the trade). Stone Masonry shall also consist of cutting all shoddies, broken Ashlar or random Ashlar that is roughly dressed upon beds and joints, and range Ashlar not over ten inches in height; the dressing of all jibs, corners and ringstones that are roughly dressed upon the beds, joint or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.

- **Refractory and Acid Resistant Masonry** - consists of, but is not limited to, the laying out of, dipping, setting, buttering, bedding, hanging, pointing, grouting, caulking, cutting, toothing, fitting, plumbing, aligning, laying, flagging, leveling installing of gaskets and expansion joint materials, grinding, vibrating, tamping, guniting, pouring, ramming, plastering, pounding, insulating, spraying and tear out of all refractory and acid resistant materials (tear out may be by composite crew), including Petro-Chemical, by all means including bolting and welding, ceramic welding, removal and cleaning of masonry materials to be reinstalled, final sandblasting of surfaces to receive refractory materials, installation of chemical coatings, dumping and troweling of castables, fire-proofing, and membrane materials, and cleaning of coke oven walls, chambers and flues. This includes all new refractory construction, all refractory maintenance and repair projects, and on-going plant refractory maintenance traditionally or historically performed by members of the International Union of Bricklayers and Allied Craftworkers in industrial plants such as, but limited to, mining facilities, manufacturing plants, power plants, iron and steel production facilities, nonferrous metal production facilities, glass plants, paper mills, cement plants, petro chemical plants, refineries and synthetic fuel manufacturing facilities, and furnaces, glass tanks and boilers in ships.
- **Marble Masonry** - consists of the cutting and setting of all marble, cultured marble, slate including slate back boards, stone, albereen, carra, sanl-onyx, vitrolite, and similar opaque glass, scagliola, marbleithic, and all artificial, imitation or case of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish, honed or sand finish; also the cutting and fitting of above materials after same leave mills or shops, as well as all accessories in connection with such work, and the laying of all marble tile, slate and terrazzo tile, cultured marble and corian. In addition to the work jurisdiction in this Agreement, it shall also include the erection or installation of interior or exterior marble, slate or stone work customarily set by the trade, both natural and artificial, in any public or private building anywhere within the territory governed by this agreement.
- **Caulking** - Sealant Installers prepare, apply and finish-joint elastomeric materials such as acrylic latex, single component polyurethanes, multi-component polyurethanes, modified sealants, silicones and epoxies, or any substitute for these materials, to seal construction, expansion and contraction joints, isolation, control or butt joints, static or dynamic joints, or any other joint between components or substrates of a similar or dissimilar nature such as, but not limited to, brick, block, stone, glass, porcelain, painted or lacquered surfaces, plastics, milled finished aluminum, anodized aluminum, aluminum panels, copper, steel, stainless or galvanized steel, wood, tile, concrete, structural glazing and curtain walls, (C.I.P., P.C., G.F.R.C.) and E.F.I.S. systems to provide an effective barrier against the passage of the elements.
- **Other Work** - includes sand blasting, sewers, manholes, The handling and placing of all reinforcing steel in masonry construction such as brick, block, stone refractory anchoring systems and fireproofing material for furnaces, heaters, boilers, stacks, ducts and structures including beams, columns and vessel skirts shall be work covered by this agreement. The grouting of all masonry by any means shall be the work of members of the I.U. of B.A.C.
- **In addition**, such other construction work in this area that traditionally has been done, as is the custom and practice, of bricklayer, stone mason, block layer, cleaner, pointer, caulker, corklayer, marble mason, chemical worker and refractory mason member of this Union shall be the work of members of the I.U. of B.A.C.
- **In addition**, all other assignments mutually agreed upon between the Employer and the Union on any other products or systems related to the scope and type of work covered by this agreement which may be used in the future are determined by these parties to fall within the work jurisdiction of this agreement.

- **Restoration** - The removal, replacement, repair or in-place restoration of all materials listed above. In addition, repairing and patching all concrete structures, lead abatement, and chemical paint removal stripping of all types of paint. Pointing, caulking and cleaning of all types of masonry, caulking of all frames encased in masonry or brick, block or stone structures, including all grinding and cutting out of such work and steam cleaning, also the use of special mortars in addition to portland cement mortars such as, but not limited to, epoxies, plastics, etc.
- **Welding** - All welding of precast panels, brick, concrete, marble, granite, limestone, or other masonry materials, or masonry materials encased in metal frames, whether or not preassembled, shall be done by members of the I.U. of B.A.C.
- **Cement Masonry** - The laying out, screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights. The cutting of all cement and concrete for patching and finishing; the bush hammering of all concrete when cast in place; the operation of cement gun, the nozzle and the finishing of all material applied by the guns, also the operation of the cement floor finishing machines. The mason shall have the right to use all tools necessary to complete his work.
- **Plastering** - The installation of exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent materials; artificial marble work, when applied in plastic form; composition work in all its branches; the covering of all walls, ceilings, soffits, piers, columns or any part of a construction or any sort when covered with any plastic material in the usual methods of plastering; the casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks. All cornices, molding, coves and bull nose run in place on rods and white-mortar screeds and with a regular mold, and all substitutes of any kind, when applied in plastic form with a trowel, or substitute for same.
- **Robotics** - The installation, setup, operation and maintenance of any robotic or mechanical device used for the installation of masonry units and materials including, but not limited to: the alignment of the robotic or mechanical device on the scaffold; the performance of all measurements necessary for proper layout and installation of masonry units and materials; the loading, inputting or transferring of data, maps, measurements and plans into the robotic or mechanical device; the installation and adjustment of story poles and other related guidance systems (e.g. laser guides); the coordination and proper placement of all masonry materials into or onto the robotic or mechanical device; the calibration of the interface between the robotic or mechanical device and story poles or other guidance systems; and all other adjustments and calibrations necessary for the proper functioning of the robotic or mechanical device.

The operation of the robot or mechanical device, including the operation of computers (including tablets and other portable electronic devices) and controls; all quality control operations that ensure that masonry units and materials are being installed properly (e.g., set plumb and level and spaced properly in terms of height and bonding requirements); the management of mortar controls; and the management of ongoing calibrations.

The cleaning and routine maintenance of the robotic or mechanical device.

All robotics work described above, and other similar work where technology is a replacement or supplement for the labor of BAC, shall be the work of members of the IUBAC.

ARTICLE II

UNION MEMBERSHIP AND HIRING

Section 1: The Union shall retain the right to discipline its members at all times. No Employee shall be discriminated against by the Employer for upholding Union principles, and any Employee who works under the instructions of the Union, or who serves on a committee, shall not lose their position or be discriminated against for this reason.

Section 2: When applicants are referred to the jobs by the Union, such referral shall be on a non-discriminatory basis, not affected by Union membership or non-membership, age, sex, race, creed, color, or national origin.

Section 3: The Employer retains the right to reject any job applicant referred by the Union, but shall not discriminate because of age, color, creed, sex, or national origin.

Section 4: Every Employer working in this jurisdiction shall hire a reasonable percentage of Local Craftworkers at not less than fifty percent (50%) of the masons excluding the foreman on all jobs when Local applicants are available.

Section 5: The Employer must obtain labor by request for referral from the UNION. If the UNION is unable (for any reason) to furnish Employees upon the Employer's request for referral within a reasonable time (24 hours), then the Employer may hire off-the-bank suitable Employees to man the project, per Article III, Section 1, Union Security and shall promptly advise the Union of the name and address of Employees hired off-the-bank. If an employer decides not to accept a future referral of certain applicants, they may have a letter on file with the UNION identifying that individual by name and Social Security Number.

Section 6: Any Member who fails a drug test will not be eligible for the referral until they provide the UNION with a test of a negative result.

Section 7: It shall not be a violation of this AGREEMENT for any EMPLOYEE covered hereby to refuse to pass a sanctioned primary picket line.

Section 8: Also, both the Employer and the Union recognize the importance of organizing and that any attempts to weaken the open-shop, merit-shop (Non-union) sector will be in the best interest of both the Union and its Signatory contractors. The Employer and the Union support and promote the use of "salting"- Union members seeking employment by non-signatory contractors for the purpose of organizing the unorganized, provided that "salting" does not create a manpower shortage for current Union contractors.

ARTICLE III

UNION SECURITY

Section 1: It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date shall immediately after the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union. All foremen, and any supervisors working with his tools or acting as foreman, shall on the effective date of this Agreement become and remain a member in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement

and hired on or after its effective date shall immediately after the eighth (8th) day following the beginning of such employment, become and remain members in good standing in the Union. In the event that any employee fails to tender the dues or initiation fees, the Union shall notify the employer and if such notice contains a request to the Employer to discharge said employee within forty-eight (48) hours, said Employer shall comply with the Union's request. In the event the Employer refuses to discharge the Employee as required, the Union shall be free to pursue a grievance per Article XVIII – Purpose and Arbitration Board.

Section 2: A member in good standing shall be defined as an Employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union. Employees not in good standing in respect to paying the initiation fee or the periodic dues of the Union shall be discharged from their employment within forty-eight (48) hours after the Employer has received written notification of the fact from the Union.

Section 3: In addition to the remedies specified, the Union shall be free (notwithstanding any express or implied "no strike" clause in this agreement) to strike and picket any Employer who is delinquent in the payment of the Trust Fund contributions specified herein provided, however, that such Union rights shall not be exercised within the ten (10) day period following the due date of such payments. Furthermore, the Union at its discretion may not man jobs for Employers who do not comply with any of these provisions pertaining to the Trust Funds.

ARTICLE IV

HOURS OF WORK -- PREMIUM TIME COFFEE BREAKS, LUNCH

Section 1. A shift of eight (8) or ten (10) hours, between 6:00 a.m. and 6:00 p.m. shall constitute a days work and four (4) or five (5) days, Monday through Friday, shall constitute a week's work. Forty (40) hours at eight (8) or ten (10) hours per day. Make-up day on Saturday, which is voluntary, will be permitted year around at the straight time rate. There shall be no more than one make-up day per week and make-up days are not accumulative. Make-up days are for weather related time loss or any related time loss. In the event that weather, equipment breakdown, power failure, work stoppage or other labor dispute, accident, employee illness, or employee personal time off which is beyond the control of the Contractor prevents employee(s) from starting work on any one or more of the regularly scheduled Monday through Friday workdays or prevents employee(s) from working a full shift on any of said days, then Saturday, if mutually agreed upon between Employee(s) and Contractor, may be scheduled as a make-up day at the employee's regular straight time rates. Failure to work on a make-up day shall not be grounds for dismissal. Holidays will not be made up using the make-up day provision.

Section 2: Employees will be permitted a ten (10) minute break at approximately midway through morning shift (work station to work station). If working a 10 hour shift Employees will also be permitted an additional ten (10) minute break after eight (8) hours of work. Refractory workers will be given two breaks, one at morning mid shift and one in the afternoon mid shift. This break will be utilized for coffee time, provided that the Employees do not leave the work areas and promptly resume working at the expiration of the ten (10) minute break. The foreman or contractor will supervise this break which may be staggered among the Employees so as not to hinder job progress. All breaks will be taken without deduction from the employees pay.

Section 3: Lunch Break - There will be a thirty (30) minute lunch break (station to station) for each four (4) or five (5) hour work period, depending on shift arrangements [either eight (8) or ten (10) hours].

Section 4: Refractory Breaks and Lunches:

1. 8 hour shift: One break of ten (10) minutes for each segment of four hours worked: or major part thereof. Employees shall not be required to work more than five (5) hours from the start of a shift without at least a ½ hour break for lunch. The lunch period shall not begin earlier than 3½

hours after the start of the shift. If employees are required to work passed 5 hours, then one half (½) hour at the applicable overtime rate shall be added to the hours worked and they must then be allowed time to eat lunch. If not allowed time to eat lunch, employees will be paid an additional ½ hour at the overtime rate.

2. 10 hour shift: One break of ten (10) minutes for each segment of five hours worked or major part thereof. The first lunch period shall be at mid-shift. Employees lunch period may be staggered during the period of 3½ to 5 hours from the start of the shift to cover necessary work of a continuous nature.

3. 12 hour shift: One break of ten (10) minutes for each segment of six hours worked or major part thereof. Two lunch breaks of a 1/2 hour each on the EMPLOYER'S time. The first lunch break after four hours and the 2nd after eight hours on the shift.

4. Shift longer than twelve hours: For the first twelve hours of the shift follow section 4 (3) above after twelve hours the EMPLOYEES, shall be given a ten (10) minute break at least every two hours and a paid lunch break every four hours. All hours worked after 12 hours continuous will be paid at two times the hourly rate for every hour worked.

Section 5: Overtime / Double Time (Premium Time) - Overtime / Double Time (Premium Time) - All hours over eight (8) or ten (10) hour shifts, Monday through Friday, shall be paid at one and one-half (1½) times the regular hourly rate. Saturdays shall be paid at one and one-half (1½) times the regular hourly rate. On Sundays and Holidays the rate shall be double time (2 times the hourly rate). When a shift begins on a Sunday and continues into Monday or begins on a holiday and continues to the following day, the rate of pay shall continue at double time until that shift has ended. All hours worked in excess of twelve (12) per day shall be paid at double time.

The Union shall be informed of all overtime work on a Saturday, Sunday or holiday. Failure to secure permission can result in a Joint Arbitration board hearing. Notification will be by phone, voice mail, fax or verbal.

Section 6: In case of emergency, national defense, disaster or special project conditions i.e. schedule, weather, task specific start of completion, overtime may be worked providing the Union is notified in a timely manner as conditions permit. Notification will be by phone, voice mail, fax, or verbal. All overtime worked during the week will be paid at one and one-half (1½) times the regular hourly scale.

Section 7: Shift Work. When so elected by the Employer, multiple shifts may be worked for as few as five consecutive days provided the Union is notified twenty four (24) hours in advance of the effective date of the starting of such multiple shift operation. Provided the job lasts at least five (5) days.

On jobs where only two shifts are worked, the Employer may regulate the starting time of the two shift operation to permit maximum utilization of daylight hours and first shift shall work eight (8) consecutive hours, exclusive of lunch period. Second shift shall work seven and one half (7½) consecutive hours, exclusive of lunch period

Any single shifts starting after 6:00 PM will be worked at seven and one half (7½) hours for eight (8) hours pay.

Section 8: Standby Time - Whenever the Employer or his agent calls workmen to report for work and fails to put such workmen to work, or whenever an Employee reports for work at his regular reporting time and is not put to work, he shall be paid for two (2) hours show-up time at the regular established rate. Likewise, any employee reporting for work on his regular established day or shift who is called for work and who works less than four (4) hours, shall be paid for four (4) hours time at their regular rate.

When Employees can not begin work at the regular scheduled time because of weather conditions or other reasons beyond the control of the Employer, Employees will standby two (2) hours without pay. If required to standby after two hours the Employees will be paid for that time plus any parking.

When Employees leave the job site before the scheduled shift ends for reasons of illness, quitting, weather or reasons beyond the control of the Employer, the Employees will be compensated at their regular rate of pay for the time actually worked.

Section 9: Transfer from Project to Project Mid-Shift: Any Employee directed by his Employer to transfer from one project to another mid-shift shall transfer on the Employers time with time accruing toward premium time. If an Employee is transferred between projects mid-shift he shall be compensated utilizing the guide lines of section 4 of this article for premium time. For example; if an Employee, as directed by his Employer, is transferred from one project to another, when arriving at the next project, his time does not start over but accrues, travel time included, from the time he first began his shift no matter what project he was on. However, travel between projects will not be interrupted for the employee's personal reasons, i.e. lunch, coffee, or personal problems. If Transfer between projects is interrupted by employees personal matters that time shall be off the clock. When an Employee is requested to travel from one project to another during the course of a shift, the Employee will be considered under the care and custody of the Employer.

ARTICLE V

HOLIDAYS

Section 1: The following days shall be recognized as Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Christmas Day, Thanksgiving Day, and the Friday after Thanksgiving Day. Employees shift will end at 12:00 (noon) on Christmas Eve Day. Memorial Day will be observed the last Monday in May. If the Holiday falls on a Sunday, the following Monday shall be considered the Holiday. Any Holiday which falls on a Saturday shall be observed the preceding Friday.

Section 2: There shall be no work on any of the Holidays set forth in Section 1 except in the case of an emergency or through approval from the Union obtained thirty six (36) hours before the Holiday. In the event work is performed on a Holiday, following approval, all employees shall be paid two (2) times the regular hourly scale set forth in Schedules.

ARTICLE VI

FOREMEN AND STEWARDS

Section 1: Foremen

1. Foremen shall be members in good standing of the Bricklayers Union. There shall be but one foreman over a crew. No Employee shall receive orders from any person other than the foreman or the Employer Representative.
2. When three or more journey level Employees are employed on one job, one of the three shall be designated as a foreman and shall be paid a premium rate over and above the journey level hourly wage rate (see schedule A and B).
3. The foreman, other than owners, shall be the agent of his Employer and the Union recognizes the right of the Employer to delegate to his foreman the right to tell the worker what to do, how to do it, and to see that the work is properly done. He shall be responsible for the placing of men,

assigning their tasks, selecting proper materials and tools, maintaining safe working conditions and planning effective, efficient execution of work.

Section 2: Stewards

1. A craft steward must be a competent journey level worker. The Union agrees that the duties of the craft steward shall be performed as expeditiously as possible and the employer agrees to allow the craft steward a reasonable amount of time for performance of such duties. The craft steward is to receive grievances or disputes from employees and shall immediately report them to his business representative or responsible representative from the Union if the craft steward cannot remedy the grievance with the foreman on the job or the employer.
2. All craft stewards, prior to placement on a project, shall have participated in, and been certified by, the B.A.C. Steward Training Program, provided and paid for by the Union.
3. It shall be the duty of the craft steward to report any violation of the terms of this Agreement, or safety violations to the Union.
4. Foremen shall refer any newly employed workers to the craft steward for Union clearance and verification of member ship status.
5. In no event shall an Employer discriminate against a craft steward or lay him off before the completion of the project because of any action taken by him in the proper performance of his duties or enforcement of this Agreement. (See Arbitration for disposition.)
6. Should the craft steward be going away the president of the local B.A.C. Union shall appoint another craft steward for the balance of the project. Additional stewards shall be placed on projects working more than one shift.

Section 3:

1. The first man on the job, workman, foreman or steward, should notify the Union of the location of the job and the name of the Employer within four (4) hours after the job is started. The Employer agrees to allow this workman sufficient time to perform this notification requirement and shall instruct his Employees to perform this notification.

ARTICLE VII

SUB-CONTRACTING AND PIECE WORK

Section 1: No contractor, his representative or mechanic shall bargain on contract work with each other to lay a designated number for the day's work. Nor shall they bargain or contract that a mechanic do a certain piece of work in a designated time. This bargaining or contracting shall be looked on as piecework, which is not sanctioned by either of the parties signatory to this agreement.

Section 2: The subletting, assigning or transferring by the Employer of any work in connection with employment covered by this Agreement, and which is to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, must be subcontracted, assigned or transferred to a person, firm or corporation which recognizes the Bricklayers and Allied Craftworkers Union as the collective bargaining representative of its employees and agrees that all such work shall be done under the terms of this agreement. In the event any signatory contractor sublets all or any portion of the work covered by this Agreement, the contractor agrees that the subcontract shall be made only to a subcontractor who has executed an Agreement with the Union signatory hereto. If a qualified signatory minority contractor is not available, to meet MWBE and/or affirmative action goals, subcontracting may be done on a case by case basis to non signatory minority contractors.

Section 3: The Employer shall not accept a contract for the provision of labor to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work from a firm, person or other business entity (other than the General Contractor for the job) engaged in the business of contracting for the installation of materials within the scope of this agreement that is not signatory or bound to an agreement with the Union for the work involved; provided that this section shall not apply to work performed under a Project Labor Agreement or where the prime contractor or owner supplies the materials.

Section 4: All Employees are subject to Union Security clause.

Section 5: All charges of violations of this Section shall be considered as a dispute, and shall be processed in accordance with the provisions of Article XVIII, Grievance Procedure & Arbitration Board, of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE VIII

WAGES AND ENFORCEMENT

Section 1: Pay Day - On the specified pay day, every employee shall receive his pay at least thirty (30) minutes prior to the end of the work shift. The Employer shall not hold back more than five day's pay and all Employers must pay by cash or negotiable payroll check with an ATTACHED WITHHOLDING STATEMENT.

Section 2: the Employer shall pay in full, weekly, based on individual company policies and procedures for hourly workers. In no case shall there be more than five working days held back unless previously approved by the Union and the Employees.

1. Any EMPLOYEE who is laid off from any job shall be paid within twenty four (24) hours of termination. The EMPLOYEE can choose to pick up their final pay check at the project site, main office or request their check be mailed. Checks mailed will be postmarked within twenty four (24) hours of termination.
2. Any EMPLOYEE who is fired for cause from any job shall be paid within twenty four (24) hours of termination. The EMPLOYEE can choose to pick up their final pay check at the project site, main office or request their check be mailed. Checks mailed will be postmarked within twenty four (24) hours of termination.
3. For any and all time the Employee's pay that is withheld beyond that specified above, the Employee shall be paid waiting time at the rate of straight time up to eight (8) hours per day. This clause shall not apply if an Employee quits. If an Employee quits they will then be paid on the regular pay day.
4. On a regular pay day when workers are not working on the job, pay shall be available on the job site or at the Employer's office by the end of the regular shift, unless the employee specifies the paycheck be mailed.
5. If an employee receives a check that is returned from the bank uncollectible, then the Employee shall be paid waiting time at the regular straight time rate for each working hour of waiting until such check is honored, plus all other charges incurred by said employee regarding payment of the check.

Section 3: If the Employer desires special privileges of this Article they shall make application to the Union in writing, stating what concessions they wish and the reason for same. Any such application for special privileges granted by the Union shall be active for the time and period stated.

Section 4: An authorized Business Representative of the Union having jurisdiction over the work covered by this agreement shall be allowed admission to any jobs at any time for the purpose of investigating conditions on the job; provided, however, that they shall give notice to the office, superintendent of the job or the Employer's agent, and shall not unduly interfere with workmen during working hours.

Section 5: In the event the Employer fails to make any wage payments, the Union may enforce this Article through the settlement of disputes with the Joint Arbitration Board, (Article XVIII in this Agreement) and/or may file a legal action in its own name or in the name of the Employee or Employees involved. In the event it is necessary for the Union to retain an attorney to enforce this Article, the Employer shall pay reasonable attorney's fees incurred in the collection of moneys due, including the bringing of an action-at-law. In addition, the Employee, by himself or through the Union, shall have the right to use any remedy set forth in the Revised Statutes or any other applicable state law for the collection of wages. In addition to the above remedies, the Union also shall be free to withhold labor from any EMPLOYER, who fails to pay EMPLOYEES or whose checks are returned, for non-sufficient funds.

ARTICLE IX

TRAVEL, SUBSISTENCE and SPECIALTY PAY

Section 1: Travel outside the Free Zone shall be reimbursed at a minimum of \$10.00 per diem per day or IRS rate per mile round trip per day, whichever is greater to the project job-site. Mileage shall be figured using the most direct route from the Employer's shop to the project.

Section 2: Travel to Project job sites 50 to 250 miles from the edge of the free zone shall be reimbursed as subsistence at the scheduled rate per day for five (5) days plus IRS rate per mile for one round trip to the Project job site. If the employee is required to work Saturday as the sixth day, they shall be reimbursed for seven days subsistence.

Section 3. Subsistence Schedule

June 1, 2021	\$90.00 per day
June 1, 2022	will increase to new rate of \$95.00 per day
June 1, 2023	will increase to new rate of \$100.00 per day

Section 4: Travel to Project job sites over 250 miles from the edge of the free zone shall be reimbursed as subsistence at the scheduled rate per day for seven (7) days plus IRS rate per mile for one round trip to the Project job site. Should the employee(s) choose to, or be allowed to, work four (4), ten(10) hour days to allow them to spend three days at home, the Employer shall only be required to pay for six days at the scheduled rate per day. All costs for commuting on weekends shall be the sole responsibility of the Employee, and no additional mileage or travel pay shall apply. There shall be no pro-rated Travel and/or subsistence.

Section 5: From the Employer's shop all toll bridges, ferry and other forms of transportation expense shall be reimbursed by the Employer in addition to the transportation expense as provided in Sections 1, 2, 3, 4, 6 and 7 of this Article. All parking expenses shall be reimbursed by the Employer. Employees must seek reasonable parking within a four (4) block radius. Employees must provide receipts to their Employer or his representative. Carpooling is encouraged and shall be implemented whenever possible. Excessive costs will not be reimbursed. Bus passes will be reimbursed. If parking is purchased where no receipt is given, any employer requesting proof of parking purchase shall furnish blank receipts to Employees to fill out.

Section 6: Refractory

1. Orientation - Employees who are required to report to the Employer's designated location for employment orientation shall be paid a minimum 2 hours reporting time. The employer who conducts the orientation at the job location and puts the applicant to work shall not be subject to the provisions of this Section. Online orientations/site specific training: Employees shall be reimbursed for training completed at employees home or other off-site location that exceeds two hours. (Employer shall pay anything beyond the first two (2) hours) [EXCLUDES C-Stop or Equivalent]
2. Nozzle Pay - When an employee is working as a nozzleman on a Gunit job he shall be reimbursed at \$1.50 over journeyman's scale. (Only when the majority of his shift is actual nozzle time)
3. Hot Pay
 - a. If Hot Work is performed on a furnace (boiler, reactor, melter, etc.) in a cool down hot storage or live conditions that creates an abnormal working environment due to excessive heat, a premium should be paid to the crew (employees) accomplishing this work. The scope of the work and degree of discomfort should be evaluated by both the Contractor and the owners representative.
 - b. Hot Pay as follows:
 - i. Paid at Time and One Half if on straight time shift
 - ii. Paid at Two times the hourly rate if on time and one half shift
 - iii. Paid at Two and One Half times the hourly rate if working on double time shift.
 - Note: All boots specifically burned, melted or destroyed by heat or chemicals during normal course of performing work shall be replaced at the Employers expense. (Normal wear and tear excluded).
 - Note: Any specialty personal protective equipment required shall be furnished by the Contractor or Customer at no expense to the Employee. (Metal soled boots for aluminum plants)
2. Travel Zone – The Travel Zone for Refractory shall commence fifty (50) miles from the home.
3. Subsistence - When working ten (10) or twelve (12) hour shifts, subsistence shall be provided only with proof of receipt of overnight stay.

ARTICLE X

APPRENTICESHIP

Section 1: In order to train sufficient skilled mechanics for the industry, the Parties to this Agreement recognize and encourage the necessity for employment of apprentices. It is understood and mutually agreed that the employment of apprentices shall be in conformity with the Apprenticeship Standards established by the Washington State Department of Labor and Industries and the Joint Apprenticeship and Training Committee which are incorporated herein by reference.

Section 2: It is the purpose and intention of the parties to this Agreement that all apprentices and improver apprentices shall receive on-the-job training and experiences in the craft of Bricklaying and related crafts and that neither apprentices nor improver apprentices shall be used for the performance of menial tasks or as cheap labor. The parties, therefore, agree that every apprentice and improver apprentice shall spend not less than the percentage of time commensurate with their level of apprenticeship of each work week in the actual performance of their craft, i.e. brick, marble, POINTER, CLEANER AND CAULKER, etc. For example, an 80% apprentice, improver or trainee shall not spend less than 80% of their work week in the actual performance of their craft, i.e. brick, marble, POINTER, CLEANER AND CAULKER, etc.

Section 3: No apprentice shall be hired by any Employer until both the Employer and the Apprentice have been approved by the J.A.T.C. No individual shall be deemed an Apprentice unless they are properly indentured and designated as such by the Joint Apprenticeship and Training Committee and in accordance with the State Apprentice Standards. Any Employer employing Journey level workers and

approved for training by the J.A.T.C. must secure an Apprentice through the J.A.T.C in conformity with the approved Apprentice ratio goals.

Section 4: All Pre-Apprentices (Pre job Apprentices) must be approved by the Joint Apprenticeship and Training Committee prior to attending the twelve (12) week pre-job training class. All Prejob Apprentices must make application to the Union prior to seeking employment in the field or reporting to work. All new apprentices must be drug screened.

Section 5: The Employer and the union agree that all Apprentices working in the trade shall attend Vocation School established for the training of Apprentices by the J.A.T.C. The Employer and the Union shall be bound by all standards, rules and regulations now in effect or hereinafter adopted by the J.A.T.C.

Section 6: All apprentices failing to attend classes where schools are established except by legitimate excuse (legitimate excuse shall be obtained by submitting in writing to the J.A.T.C. the reason for absence from Class) shall be immediately removed from their work by the J.A.T.C. or an authorized representative of the local Union and shall not be permitted to return to said work until a hearing has been held before the Joint Apprenticeship and Training Committee and the matter settled to the satisfaction of the Committee.

ARTICLE XI

DUES CHECK-OFF

The Employer shall deduct from the wages of each Employee who has signed a check-off authorization conforming to federal law, and transmit monthly to the Union (or agencies designated by said Union for the collection of such money), the sum for each hour paid which the Union has specified, or specifies from time to time and so advises the Employer in writing, as the portion of each Employee's Union dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to check-off. 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. The amount shown on the current schedule A shall be withheld for each hour worked for I.U. and Local dues check-off.

ARTICLE XII

CREDIT UNION / VACATION

Section 1: Employer shall make contributions for each compensable hour of work as a vacation allowance. This per hour contribution shall be deducted from the hourly rate of wages. The vacation allowance shall be withheld from each Employee's weekly pay check after the Federal Income Tax has been taken out and shall be sent no later than the 15th of the month following the month of employment to an interest bearing credit union account or such other office as may be designated by the attached schedules.

Section 2: The details of the Vacation Allowance Plan shall be established, and administered per the enclosed Schedules. The Employer agrees to be bound by the terms and provisions of the Agreement or the particular trusts with jurisdiction, and all amendments thereto, and further agrees to accept as its representatives the current Employer Trustee where applicable.

Section 3: The provisions of Article VIII section 6 and Article XIII section 8 of this Agreement, relating to Payroll Records and Delinquent Contributions, shall also apply to Vacation Allowance Plan and are hereby incorporated by reference in this Article as though set forth in full.

ARTICLE XIII

FRINGE BENEFITS CONTRIBUTIONS

The following sets forth the identity of the Trust Fund to be paid and the jurisdiction by county of each Trust Fund. The Employer is instructed to pay the contribution into the specified Trust Fund in which the address (by county) of the Project is located, not the Employee's place of union membership and/or residence. It is also understood that the Employer is instructed that any and all payments are to be made subject to the terms of the appropriate Trust Fund and the Administrative Agent for the Masonry Security Plan shall be the Collection Agent for all Fringe Benefit Contributions required under this Collective Bargaining Agreement. Further, the Collection Agent will be directed to expeditiously forward all payments to the Administrator designated by the Trustees of each Trust Fund. The appropriate account forms to report the contributions will be provided timely by the Administration Agent so designated.

Jurisdiction: Western Washington State Counties of King, Kitsap, Jefferson, Clallam, Snohomish, Skagit, Island, San Juan, Whatcom, Pierce, Thurston, Lewis Mason, Grays Harbor and North Half of Pacific County.

- (NWA) Heath and Welfare will be submitted to:
Masonry Security Plan of Washington
Pursuant and subject to its Trust Agreement and Plan (Seattle, WA).
- (NWA) Local Pension will be submitted to:
Western Washington BAC Local #1 Pension Trust
Pursuant and subject to its Trust Agreement and Plan (Seattle, WA).
- (NWA) Trade Pension will submitted to:
Bricklayers and Trowel Trades International Pension Trust (Seattle, WA).

Section 1: - VACATION - Every Employer shall make a deduction as set forth in either Schedule A accompanying this Agreement for each compensable hour of employment as a vacation allowance. In accordance with the rules established by the Trustees of the Masonry Security Plans and in effect as of May 1, 1997. This contribution is included with the hourly rate of wage as set forth in the Schedules.

1. The vacation allowance shall be withheld from each EMPLOYEE's weekly paycheck after withholding for Federal Income Tax has been taken and shall be sent no later than the 15th of the month following the month of employment to (see schedule) or such other office as may be designated by the respective trust funds. Each remittance shall be accompanied by a transmittal form, which will be made available for this purpose.
2. The details of the Vacation Credit Allowance Plan shall be established, controlled, and administered by the respective trust funds. The Employer agrees to be bound by their terms and provisions of the Trust Agreement governing the respective trust funds, and all amendments thereto, and further agrees to accept as its representatives the current Employer Trustees or their successors.
3. The vacation allowance withheld by the Employer may be allotted to the Union for the payment of initiation fees and union dues on the approval of Employees through a proper authorization slip furnished by and on the Union's request.
4. The provisions of this Agreement, relating to Payroll Records and Delinquent Contributions, shall also apply to the Vacation Credit Allowance Plan and are hereby incorporated by reference in this Article as though set forth in full.

Section 2: HEALTH AND WELFARE - It is agreed that each Employer will contribute a sum as set forth in either Schedule A or Schedule B accompanying this Agreement for each compensable hour of employment by each Employee covered under this Agreement.

Section 3: PENSION - It is agreed that each Employer will contribute a sum as set forth in either Schedule A or Schedule B accompanying this Agreement for each compensable hour of employment by each Employee covered under this Agreement.

In addition, each Employer will contribute a sum as set forth in either Schedule A or Schedule B accompanying this Agreement for each compensable hour of employment by each Employee covered under this Agreement into the Bricklayers and Trowel Trades International Pension Fund.

Section 4: APPRENTICESHIP - It is agreed that each Employer will contribute a sum as set forth in either Schedule A or Schedule B accompanying this Agreement for each compensable hour of employment by each Employee covered under this Agreement into the Western Washington Masonry Trades Apprenticeship.

Section 5: The contributions as outlined in the Sections 1, 2, 3, 4, 5 and 6, together with the required reports, shall be forwarded to the administrator or such other bank and/or administrator as may be mutually agreed upon by the Trustees. The report and payment must be post marked by the post office no later than the 15th day of the month following the month in which the hours were worked.

Section 6: In the event any Employer fails to make any of the contributions as required by this Article, such Employer shall be required to pay, in addition to the principal sum due, liquidated damages in the amount of \$10.00 for each month's delinquency, or ten percent (10%) of the amount due, whichever is greater, and shall also be liable for reasonable attorney's fees and the cost of collection. Reasonable attorney's fees shall be as follows: 20% or the amount due if collected prior to the suit, the filing of a lien or arbitration hearing. In addition to the remedies set forth herein, the Union shall be free (notwithstanding any expressed or implied "NO STRIKE" clause in this Agreement) to strike and picket any Employer failing to make any payment of money as required by this Article. The right to pull the employees and picket shall not be exercised within the ten-day period following the due date of such payments. In the event the Union engages in a strike for the purpose of enforcing this Article, the Employer shall be liable for the earnings lost by his Employees because of his delinquency and the strike.

Section 7: By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of the Trust Agreements establishing the Funds referred to in this Article, and agrees to be bound by all past and future acts of the Trustees of each said Fund.

Section 8: The Union, at its option, shall be permitted to divert wage increases- such sums as may be required to maintain or increase existing fringe level.

Section 9: Any Employer that becomes delinquent under this Collective Bargaining Agreement and is referred to the collection attorneys for action shall be required to post a bond equal to double the required monthly benefits due. Delinquency shall be as defined through each individual trust document.

Section 10: The Employer agrees to furnish the Union with the names, classification, social security numbers, wages and such other information as may be required for proper and efficient administration of the fringe benefit plans.

ARTICLE XIV

ADDED CONTRIBUTIONS

Section 1: The Employer shall deduct for each compensable hour worked by each employee employed under the terms of this Agreement those additional amounts set forth on Schedule A or Schedule B accompanying this Agreement, including deductions pursuant to Article III, Union Security.

Section 2: The Employer agrees to pay the following amounts, based on compensable hours worked by bargaining unit employees, to the Washington Trowel Trades Promotion Fund in accordance with Schedule A.

ARTICLE XV

SAFETY

PREAMBLE: EMPLOYER and the EMPLOYERS shall take all reasonable, necessary safety precautions pertaining to their work and work performance, including compliance with all applicable laws, ordinances, regulations and orders issued by public authority, whether Federal, State, local OSHA, DOSH, or other, and any safety measure required for the project. The EMPLOYER and the EMPLOYEES shall at all times be responsible for providing a safe job site and shall be responsible for the work performance and safety of all personnel, equipment and materials within their care, custody or control. The EMPLOYER shall furnish certain safety equipment for the Work and the EMPLOYEES shall wear personal protective equipment in compliance with applicable OSHA/DOSH requirements and EMPLOYER'S safety rules. EMPLOYEES shall promptly provide EMPLOYER with notice of any safety hazards or violations found anywhere on the job site, and any injury which occurs on the job site.

Section 1: No Employee shall refuse to do work tasks that have been assigned by the Foreman or Employer's Representative unless the Employee can verify and point out DOSH safety violation(s). In that case the Employer will have a reasonable time to correct the deficiencies so that the work tasks can continue or be completed. If the Employee(s) continues to refuse to work after the deficiencies are corrected to the satisfaction of the Foreman and the Craft Steward, it will be grounds for immediate dismissal. The existing and corrected deficiencies will be documented with reports and photos. If it is later determined by the Safety Committee that the Employee's refusal was justified, the Employer shall reinstate the Employee with full back pay and benefits, not to exceed one day's pay.

Section 2: For the purpose of this Article; A Safety Committee will be formed consisting of three representatives - project Foreman, Employee (BAC Member) or crafts steward employed on the project at the time of the occurrence and Union Representative. The Committee will review and resolve the issue within 24 hours, if not, the matter will be referred to the J.A.B. The Committee has the authority to investigate and resolve each issue under review.

Section 3: When Employees are required to use Mason Saws, eye and ear protections along with DOSH approved respirators will be furnished by the Employer.

Section 4: 12" Block. EMPLOYER'S and the UNION agree that two (2) block layers will work as a team on 12" block.

Section 5: All Employees must wear hard hats as required by DOSH. Any Employee who reports to work without a hard hat in his possession shall not be permitted to start work. Employers may furnish hard hats first time employed.

Section 6: All BAC members covered under this agreement will be required to have a valid first aid card/CPR. The Union and Employer in a joint effort shall hold first aid and safety training classes for their members and Employees. Should an Employer or group of Employers request special training sessions, the Union and Employer with shared responsibility will provide such classes as long as ten (10) member are in attendance. Any safety training taken outside of normal working hours, will be taken on the members own time.

ARTICLE XVI

CONTINUED EDUCATION TRAINING

Section 1. All training classes will be under the supervision and presentation of the Western Washington Masonry Trades Apprenticeship.

Section 2. This journey upgrade course will be eight (8) hours per year. The journey upgrade training is intended to broaden skills and knowledge and will consist of cross training in different disciplines under the BAC jurisdiction such as pointing, caulking, cleaning, marble, tile, stone, terrazzo or other discipline outside the journeyman / apprentice focused training. The journey upgrade training can be used to establish basic skills such as scaffold, CPR or forklift certification requirements and DOSH requirements.

Section 3. All journeyman, foreman, and supervisors may complete the eight (8) hour course every year.

Section 4. Non-completion in the one-year eight (8) hour journey upgrade program may result in the loss of the following year's (on-the-check) raise. NOTE: All benefits as agreed will be paid and credited to the worker's account. The penalty for not receiving certification will not be retroactive and cannot be reinstated for the time of delinquency. Completion warrants raise.

Section 5. Curriculum for the program will be furnished and certified by the Western Washington Masonry Trades Apprenticeship. A quarterly report of completions will be provided to the Independent Masonry Contractors and BAC Local 1 Washington-Alaska.

Section 6. All the members will participate on their own time.

Section 7. The UNION in cooperation with the Western Washington Masonry Trades JATC will make every effort to coordinate with suppliers and manufacturers to offer training specific to new technologies entering the market.

ARTICLE XVII

SUBSTANCE ABUSE - SEE ADDENDUM 1

ARTICLE XVIII

REGISTRATION

Section 1: Every Employer, when requested, shall provide Washington State Industrial Insurance (or other, approved workman's compensation Industrial Insurance), Unemployment Compensation Insurance, and shall be a registered contractor with the State of Washington and comply with all other Washington State laws and regulations covering specialty and general contractors. The Union shall have the right to cancel this Agreement if the Employer does not at all times remain in compliance with the terms of this ARTICLE.

Section 2: Each Employer, when requested, shall provide the Union with a copy of their application for contractor registration with the State of Washington; copy of their State of Washington Contractor's Bond; and shall advise the Union in Writing of his/her Unemployment Insurance account number, Industrial Insurance account number; State Tax number and Employer Identification number.

Section 3: The UNION may not man any project for an EMPLOYER that is not in strict compliance with this article. The UNION may notify it's members in writing of any EMPLOYER that is delinquent in payment of any contribution required by this article or AGREEMENT. The Union will post a list of delinquent EMPLOYERS at the Union Hall.

ARTICLE XIX

PURPOSE AND ARBITRATION BOARD

Section 1: The purpose of this Agreement is to set forth the conditions under which Employees shall work. It is the intention of the parties to formulate an agreement which will prevent strikes or lockouts, mandate peaceful negotiations and settlement of all grievances, dispute, contradictions and interpretations which may arise between the Employers, Employees and their Union..

Section 2: A grievance is defined as an alleged violation of the terms and conditions of this agreement. In the event that a dispute, grievance, or difference of interpretation occurs, the following procedure shall be followed:

1. Within ten (10) calendar days after the occurrence of the action of the Employer or the Union, giving rise to the grievance, the aggrieved Employee, Employees or Employer, shall personally present the grievance to their Union Craft Steward, _foreman , designated labor relations person, or the Union.
2. If no settlement satisfactory to the aggrieved party is reached within three working days, a representative of the Union or Employer shall then present the grievance in writing to the other party within (5) working days. The parties shall attempt to resolve the grievance within five (5) working days. The written grievance shall detail facts and allegations, specify all contract Articles and Sections allegedly violated, and request all appropriate remedies. The Union may provide an appropriate grievance form for its members.
3. If a settlement satisfactory to the grievant(s) or the parties is not reached within the five (5) working days, the grieving party shall, within five working days, by certified letter, notify the other party of its intent to convene a Joint Arbitration Board. The Board shall consist of six members; three members representing the Union and Employees and three members representing the Employer. The Union shall designate its three representatives and the Employer shall designate the three Employer representatives. A Chairman shall be selected by the entire Board by a majority vote. A decision of the Board shall be made by a majority vote. A hearing and decision by the Board will be made within twenty (20) working days of submission of a grievance to the Board. If resolution is reached at this step, it shall be reduced to writing by the Board and delivered by Certified correspondence to all parties involved in the grievance
4. If a settlement of the grievance is not reached by the Board, within five (5) working days the either party may request, by certified letter, a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, Washington, D.C. A copy of such request shall be mailed to the other party. The outside Arbitrator shall be selected from the list by the Employer and the Union alternately striking a name from the list until only one name remains. The Arbitrator shall hold a hearing and render a decision within thirty days following the close of the hearing. as promptly as possible. The decision of the Arbitrator shall be final and binding.

Section 3: The parties may agree upon a permanent outside Arbitrator.

Section 4: Grievance procedures and conditions:

1. The failure of a party to respond in a timely manner at any stage, or a non-response, shall be a rejection of the grievance. Settled or withdrawn grievances shall not establish precedence.
2. The Arbitrator shall have no authority to change, amend, modify, detract from or add to the provisions of the Agreement but shall have the authority only to apply clear and specific provisions of the Agreement in reaching a decision.
3. The Arbitrator's fee and expense shall be paid by the losing party. The parties shall be responsible for all of their own costs, reimbursements, witnesses, expenses and fees.

Section 5: Time limits referred to in this Article shall be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practical.

Section 6: Where a jurisdictional dispute involves any UNION, it shall be referred for resolution to the INTERNATIONAL UNION'S, with which the disputing UNION'S are affiliated. The resolution of the disputes shall be reduced to writing signed by representatives of the INTERNATIONAL UNION'S, and the EMPLOYER will abide by the resolution. The disputed work shall continue as assigned by the EMPLOYER until the dispute has been resolved. The provisions of Section 5, above, apply to disputes covered by this paragraph. There will be no strikes, no work stoppages or slow downs or other interferences with the work because of jurisdictional disputes.

ARTICLE XX

PROTECTION OF RIGHTS – PRESERVATION OF WORK

Section 1: It is the intent of the Employer and the Union to protect all job-site work which has been traditionally performed by Employees under this Agreement.

Section 2: The material and workmanship on the projects shall be of such quality and efficiency as to reflect credit to the Masonry Industry and to encourage the greater utilization of the products and services of the parties involved.

Section 3: In order to protect and preserve, for the Employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows:

If and when the Employer shall perform any work of the type covered by this Agreement at the site of a construction project, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

Section 4: All charges of violations of Section 4 of this Article shall be considered as a dispute under the Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XVIII of this Agreement. As a remedy for violations of section 4, the Arbitrator (or arbitration body) provided for in Article XVIII is empowered, at the request of the Union, to require an Employer to (1) pay to affected Employees covered by this Agreement including registered applicants for employment, the equivalent of wages lost by such Employees as a result of the violations, and (2) pay into the affected joint trust funds per the schedule any delinquent contribution to such funds which have resulted from the violations, including such interest as may be prescribed by the trustees or by law. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of Section 4 nor does it make the same or other remedies unavailable to the Union for violations of other sections of Articles of the Agreement.

Section 5: If, as a result of violation of this Article, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with Section 5 above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or the fund Trustee, plus costs of the litigation, which have resulted from the bringing of such court action.

ARTICLE XXI

WORK OUTSIDE OF JURISDICTION

Section 1: Any Employer engaged in masonry work outside the Local geographical jurisdictions of this agreement shall register their jobs before starting to work with the local Union in the work area.

Section 2: In the event an Employer takes or sends any of their employees into another jurisdiction covered by any BAC Agreement, such Employee shall receive the higher rate of pay or better working conditions as specified in this Agreement, or in the prevailing Agreement in the area where the work is performed and in all events the Employer shall pay the hourly contributions to the Trusts as specified in this agreement on such Employees.

Section 3: The Employer shall, when engaged in masonry work in another Local jurisdiction, comply with all of the lawful clauses of the masonry bargaining agreement in effect in such other local jurisdiction, provided there shall be no dual payment of trust fund contributions.

ARTICLE XXII

SEPARABILITY

Section 1: If any provision or part of this Agreement is held to be invalid by a court or governmental agency of competent jurisdiction, the remaining provisions and parts shall remain unaffected and such remaining provisions and parts shall be in full force and effect.

Section 2: Should any provision or part of this Agreement be declared invalid by a court of competent jurisdiction, the Union and the Employer shall promptly meet and negotiate a substitute clause. If such negotiations do not result in an agreed substitute clause, the matter shall be referred to the J.A.B. for final decision.

Section 3: If any provision of this Agreement may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such provision, or any part thereof, including any retroactive requirement, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

ARTICLE XXIII

MISC. BASIC PROVISIONS

Section 1: Both the Employer and the Union agree that their respective rights and obligations under this Agreement will have been accorded by the performance and fulfillment of the terms and conditions herein.

Section 2: The Bylaws of either party are not part of this Agreement. It is agreed and understood between parties that this Agreement contains all the covenants, stipulations and provisions agreed upon. No agent or representative of either party has authority to make any promise, inducement or agreement contrary to these provisions.

Section 3: The Union shall have the authority to appoint a craft steward on any job. No steward shall be discharged for the performance of his duties pertaining to Union affairs. Employers shall notify the Union forty-eight (48) hours prior to termination of a craft steward.

ARTICLE XXIV

LIGHT DUTY RETURN TO WORK

Section 1. It is agreed that the EMPLOYER may return an injured member to light duty status when allowed by the Employee's Doctor. When such light duty work is available, light duty functions may be work of another craft but when possible shall be work under classifications covered by this AGREEMENT. At no time will the member's total earnings be less than their full time loss compensation under Industrial Insurance. Should the EMPLOYEE, on light duty have to be laid off due to no work available, the EMPLOYER will not adversely affect his ability to continue to receive loss time benefits from the Industrial Insurance division of Labor and Industries (including self insured EMPLOYER'S), provided they are still medically eligible. **The EMPLOYER will notify the UNION of its intent to place a member on Light Duty Status and the EMPLOYEE will forward a copy of all substantiating documentation to the UNION for its records.**

ARTICLE XXV

CONTRACT RESPONSIBILITY

Section 1: The Employer and Employee will be responsible for the quality of their work. Any work either aesthetically or structurally unacceptable or faulty shall be investigated by the J.A.B. Any Employer or Employee who refuses to comply with the decision of the Board will be subject to liquidated damages or terminated for cause, as the case may be.

Section 2: Any journey level employee performing work covered this agreement who is responsible for substandard work will be referred to the J.A.T.C. for trade test and journeyman upgrade instruction prior to being referred out for employment with contractors signatory to this agreement.

Section 3. All BAC members EMPLOYEES covered under this AGREEMENT will be required to have a valid First Aid, CPR, Scaffold Safety, Fall Protection and OSHA 10 card within 18 months of implementation of this collective bargaining agreement and/or employment. The UNION and EMPLOYER in a joint effort shall hold first aid and safety training classes for their member's and EMPLOYEES. Should an EMPLOYER or group of EMPLOYER'S request special training sessions, the UNION and EMPLOYER with shared responsibility will provide such classes as long as ten (10) members are in attendance.

ARTICLE XXVI

TOOLS AND EQUIPMENT

Section 1: Employees will provide their own tools including, but not limited to, K-Web cutters, rain gear, hard hats, and gloves. Hand tools to be in a clean and useable condition that is acceptable to the Foreman.

Section 2: Protective equipment, including personal protective equipment for the eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided by the Employer and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical, radiological, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

Section 3: DOSH has interpreted general personal protective equipment (P.P.E.) standards as well as specific standards to require Employees to provide and to pay for personal protective equipment that is very personal in nature and useable by the Employee of the project to include but limited to non-specialty safety glasses, safety shoes/boots and cold-weather outer wear. However shoes/boots or outer wear subject to hazardous contamination that cannot be worn safely off-site must be paid for by the Employer.

Section 4: Employers will furnish all power tools including, but not limited to, machinery, equipment, and masonry wall line.

ARTICLE XXVII

RIGHTS OF THE PARTIES

Section 1: The union retains all rights except as those rights are limited by the express and specific language of this written Agreement. Nothing anywhere in the Agreement shall be construed to impair the right of the Union to conduct its affairs in all particulars except as expressly and specifically modified by the express and specific language of this written Agreement. It is further agreed that nothing contained in this Agreement shall be construed as limiting the Union's right to control its internal affairs and discipline its members who have violated the Union's Constitution and Bylaws, or who have violated the terms of this Agreement, or who have crossed or worked behind a primary picket line including but not limited to such a picket line at the Employer's premises or job site where the Employer is engaged in masonry work. This Section is not intended and shall not be construed to authorize any conduct which is not protected or prescribed by the National Labor Relations Act.

Section 2: The Employer retains all rights except as those are limited by the express and specific language of this written agreement. Nothing in this agreement shall be construed to impair the rights of the Employer to conduct their affairs in all particulars except as expressly and specifically modified by this written agreement. It is further agreed that nothing contained in this Agreement shall be construed as limiting the Employers right to control their internal affairs, discipline their Employees who have violated the Employers rules and regulations, or who have violated the terms of this agreement including but not limited to: pickets or picketing lines. This section is not intended and shall not be construed to authorize any actions that could be a violation of the National Labor Relations Act.

ARTICLE XXVIII

WORKING RULES

1. Every Employer working in this jurisdiction shall hire a reasonable percentage of Craftworkers at not less than 50% of the Masons excluding the Foreman on all projects when Local members are available. Prior to starting a project, a manpower utilization plan will be submitted to the Union outlining Employees required and Employees being brought in by the Employer for the project. If

the Union can not provide the required manpower, the Employer can bring in the required work Force from another jurisdiction. If during the course of the project, manpower does become available to the Union, the Employer will not be required to lay off or send back any of his Employees brought in with prior Approval of the Employer, Employee or the Union. Mandatory replacement will not be required.

2. Employers and Employees covered by this Agreement shall strive for workmanship in the job which will reflect quality and efficiency and be a credit to the Masonry Industry. It is agreed that quality workmanship will encourage the perpetuation of the use of masonry construction by architects, engineers, general contractors, and owners. and therefore any EMPLOYER or EMPLOYEE who repeatedly performs inferior workmanship or knowingly violates the building codes covering masonry construction may be held in violation of this AGREEMENT and subject to action by the Joint Arbitration Board.
3. Employees shall abide by and strive for reduction of job accidents, wear hard hats as required by DOSH, ascend and descend all scaffolding in a safe manner, and use caution to prevent job accidents. Any Employee failing to abide by the safety regulations on the job or working in a manner which may cause injury to himself or other Employees shall be subject to immediate dismissal.
4. Employees will adhere to the Employer's safety programs and all DOSH regulations.
5. The Employer will provide cool, clear drinking water on each job site.
6. The Employer will make available, toilet facilities on each job site.
7. The employer will make available, a warm dry place for Employees to eat lunch, standby and store tools on each job site with a minimum crew of seven (7) journeyman bricklayers.
8. Employees are not expected to carry power tools, equipment or materials for a project, to or from the job site with their personal vehicles.
9. Apprentices will not be used as cheap Hodcarriers nor will they be hired as full time Sawyers.
10. An Apprentice who feels the Employer has violated Item 9 above will report the matter to their Craft Steward who shall attempt to resolve the problem with the Foreman or Employer.
11. The line shall be pulled and tightened on the right. All masons will respect the line while the trigg is being set.
12. All Employees covered under this Agreement will work together cooperatively as a team to create a harmonious workplace and to achieve the highest quality craftsmanship and productivity.
13. All material will be set up (stocked) at a convenient height so as not to cause unnecessary physical strain to the mason.
14. When vertical steel is higher than 48 inches above the level at which the masons are standing, open ended units will be provided when possible or the masons will be allowed to "double-up" to reduce undue physical strain.
15. Jump planks will not be used to replace scaffolding.
16. All craftworkers performing work traditionally covered by the Trade Jurisdiction of the International Union of Bricklayers and Allied Craftworkers for an Employer signatory to this Agreement will be members in good standing of the B.A.C.

17. The Employer shall make every effort to reduce the exposure of his Employees to masonry dust by using a wet saw.
18. No Craftworkers performing work covered by this Agreement shall receive orders from any person other than the Foreman or Employer Representatives.
19. B.A.C members covered by this Agreement may not contract their Labor anytime for any reason.
20. A line furnished by the EMPLOYER shall be used on every course, and on back up work, whenever practical. EMPLOYEES shall not work ahead of the line.
21. Journeyman will strike their own work.
22. Any violation of the above sections shall be referred to the Craft Steward, Foreman or Union Representative for prompt resolve. Craftworkers who violate any of the above sections could be subject to penalties assessed by their Local Union.

ARTICLE XXIX

ADDITIONAL WORKING RULES - FIREBRICK

1. On a firebrick job necessitating a change of clothing due to the dirty nature of the work, Employees shall be allowed fifteen (15) minutes to change clothing and clean tools and will be allowed a reasonable amount of time for cleanup before lunch unless mutually agreed at the pre-job conference. This clean up may take place at the work station but in no event shall this provision be misconstrued to permit the bricklayers to leave their work stations ahead of the regular quitting time.
2. If Employees are on a firebrick job which requires special tools to perform the work, the special tools will be furnished by the Employer.
3. Employees involved in welding operations shall be furnished with proper welding hood and lenses for eye protection and protective clothing.
4. All welding shall be shielded to protect all workers in the vicinity.
5. Adequate lighting shall be provided.
6. Wall height on coke ovens walls shall not exceed three (3) feet six (6) inches. The top of the working platform shall be approximately six (6) inches below the top of the wall. First lift wall height shall be flexible to assure succeeding three (3) feet six (6) inch maximums.
7. Wall height in blast furnaces shall be a maximum of three (3) feet six (6) inches from the top of the working platform. The top of the working platform shall be approximately six (6) inches below the top of the wall. On heavier walls bricklayers shall work as partners to minimize material handling.
8. Back fill and vibrating of all refractory materials with electrical vibrators, air vibrators or any other methods shall be performed by bricklayers. When dry packing is used, air blowers shall be installed for proper ventilation. The ventilation shall be as determined by applicable state standards.
9. To avoid abuses in blast furnace work, every effort shall be made to keep the lead no more than four (4) courses ahead of the key. Bricklayers shall work together to level up the wall and key all courses.

Bricklayers shall not start more than one course of bottom block at a time unless no grinding is involved.

10. Coke oven walls over eighteen (18) inches thick shall be saddled by two bricklayers and the line shall be raised on both sides at the same time.
11. A line furnished by the Employer shall be used on every course, and on back up work, whenever practical. Employees shall not work ahead of the line.

ARTICLE XXX

DURATION, TERMINATION, ADMENDMENT

Section 1: This Agreement shall be in effect commencing June 1, 2021 and shall continue in force to and including May 31, 2025.

Section 2: This Agreement will automatically be renewed yearly thereafter unless written notice is given by the Employer or the Union of the intention to modify the terms of the Agreement in whole or in specific parts or to terminate, providing the written notice is received by the other party not later than sixty (60) days, nor more than ninety (90) days prior to the expiration or anniversary date.

Section 3: The parties may at any time mutually agree to change or amend any part of this Agreement upon thirty days written notice and these changes or modifications shall not affect the continuing nature of this Agreement.

Signed the _____ day of _____, 2021.

EMPLOYER REPRESENTATIVES

BAC LOCAL 1 WASHINGTON-ALASKA REPRESENTATIVES

Addendum I

ARTICLE XVII SUBSTANCE ABUSE PROGRAM

In accordance with the substance Abuse Policy of the Collective Bargaining Agreement between B.A.C. Local 1 Washington-Alaska and the Independent Contractors, the parties agree to the following Substance abuse Program.

ARTICLE I TESTING OBJECTIVES

SECTION 1: Prohibited Substances: A drug is defined as any substance which may affect mental or motor function including but not limited to illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs. Alcohol is defined as any beverage or substance containing alcohol. (See Addendum "A7 for guidelines).

SECTION 2: Legal Drugs: The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe work performance.

SECTION 3: Management will be responsible for all costs incurred including wages for testing done at their request.

SECTION 4: Management will be responsible to provide training of their super-vision in problems of substance abuse and to maintain a level on on-going training to enable their supervision to recognize behavior and conditions indicating potential substance abuse.

ARTICLE 2 PROCEDURE FOR SCREENING

SECTION 1: Employees will be tested within the first day of employment. If the test results are positive, the employee will be subject to immediate termination. (Note: Every effort will be made to schedule testing for the first day.) the employee will not be eligible for re-testing for the purpose of being dispatched to the project of the requesting employer until thirty (30) days has elapsed.

SECTION 2: Employers who wish to test will be required to make arrangements for paying the pre-approved testing facility for all tests administered on potential employees.

SECTION 3: Testing shall be permitted only if all employees, including bargaining unit and non-bargaining unit personnel, are treated equally on a job by job basis. Failure of Management to adhere to this requirement will be grounds to cease testing for all employees for the duration of the project where offense took place, upon written notice from the Union. Upon request, the Employer will provide evidence of testing of non-bargaining personnel. Continuous employees constantly moving from job to job may be exempt from testing for every job, after initially being tested by the employer. Long term employees that do not move from job to job will test at the start of new jobs. There will be an annual test requirement beyond the scope of this agreement.

SECTION 4: Random testing shall be allowed under the following conditions: On-site testing will be allowed in accordance with Article 6, Section 1. Procedures. Periodic lottery testing may occur if the random selection of employees is fair and impartial and shall not exceed 50% of the subject employees annually. the lottery method of employee selection for testing will be reviewed and accepted by the union representatives. Lottery testing must include both bargaining unit and non-bargaining unit employees. an employee that tests positive during a random test will be terminated and not eligible for re-hire for ninety (90) days.

The Employer may, at its discretion, consider for re-hire, an employee who has been terminated as a result of failing his or her drug test, sooner than the ninety (90) day period described in this Section if said employee is satisfactorily participating in, or has completed, a supervised and recognized rehabilitation program, and can perform his or her duties without risk of injury or harm to he/herself or others. See Agreement for Continuation of Employment.

ARTICLE 3

PROBABLE SUSPICION OR ACCIDENT INVOLVEMENT

SECTION 1: Probable suspicion means suspicion based on specific personal observations that the employer representative can describe concerning the Appearance, behavior, speech or breath odor of the employee. Probable suspicion must be documented at or near the time observation. Observation must be witnessed by two (2) individuals, one of whom must be a supervisor that has actually observed the employee's behavior. Being involved in an on-the-site accident or an accident, causing personal injury that requires medical attention or time loss or property damage or an unsafe job related activity that posed a danger to the employee or others may be sufficient to establish probable suspicion.

SECTION 2: Employees must report to the testing facility the use of medically authorized drugs and any over-the-counter drugs taken prior to testing.

SECTION 3: An employee consenting to the testing will be transported to the hospital or laboratory by management. After test is completed, the employee will be transported back to the origin of pick up.

SECTION 4: If the results are negative, the employee will immediately be reinstated in his/her previous position, with full back pay based on a project's regular work schedule, and no further action will be taken.

SECTION 5: Should the test results be positive, the Employer may terminate the employee without pay except for actual time worked on the day that the test was conducted. Employees have the right to obtain test results from the testing facility

SECTION 6: Under no circumstances will either Employer or the Union be informed beyond a negative or positive outcome of any testing conducted.

SECTION 7: If any employee tests positive, they will not be eligible for re-dispatch to the project of the requesting Employer until ninety (90) days has elapsed and successfully passed the drug test. The employer may, at its discretion, consider for re-hire, an employee who has been terminated as a result of failing his or her drug test, sooner than the ninety (90) day period described in this Section if said employee is satisfactorily participating in, or has completed, a supervised and recognized rehabilitation program and can perform his or her duties without risk of injury or harm to him/herself or others. See Agreement for Continuation of Employment.

ARTICLE 4

CONSENT AND TRANSPORTATION PROCEDURES

SECTION 1: Employer shall inform an employee that a Behavior Report Form has been completed as per Article 3, Section 1, or they have been involved in an industrial accident, and will be required to submit to a drug/alcohol test.

SECTION 2: Give employee(s) copies of Behavior Report Form and/or a copy of the accident report indicating employee(s)' involvement in the reportable on-the-job accident as per Article 3, Section 1. Explain that because of the observation or report of the employee's behavior, it is necessary to verify the employee's physical capability at that point in time. Ask the employee whether they are aware of any medical condition which may cause the behavior or if they have been taking any prescription or non-prescription medication which may affect safe and/or efficient job performance.

SECTION 3: Complete a Clinic consent Form. In each and every case, read the form to the employee prior to obtaining the employee's signature authorizing the test and release of positive or negative test results. No changes are to be made on the consent form. both the observing witnesses shall complete the Behavior Report Form. In completing the Behavior Report Form, the witnesses shall be as accurate and detailed as possible, recording their observations of the employee's behavior which led to their decision or require an exam/test. The witnesses shall state what they actually observed, but refrain from making statements about possible causes of the behavior or making judgmental conclusions. If the employee refuses to promptly take the exam/test or sign a consent form:

1. Make it clear to the employee that the request to sign the form and take to exam/test is a direct order.

2. Ask the employee if they understand the order. (If the employee responds that they do not understand the order, explain your order again.) Explain to the employee that failure to comply with the order constitutes insubordination, which will result in termination.

3. Issue a second direct order to sign the form and take the exam/test. If the employee refuses, inform the employee that they will be terminated.

SECTION 4: The Employer shall arrange for transportation and accompany the employee to the exam/test site. Employer shall notify the Union that the employee is being transported for an exam/test, and shall transport the employee to the exam/test site. Upon arrival, the Employer will complete the necessary form(s). The employee will be tested by laboratory personnel or physician. At the conclusion of the examination and test(s), Employer shall transport the employee in accordance with Article 3, Section 3.

ARTICLE 5 TYPE OF TEST

SECTION 1: All alcohol testing to utilize the alcohol dehydrogenate method. **SECTION 2:** Drug testing is to be initially conducted by the EMIT test. There shall be no blood testing.

SECTION 3: All positive EMIT/ADH tests will be verified by a GC/MS (Gas Chromatography/Mass Spectrophotometer) test. Disciplinary action against an employee may only be taken if the GC/MS is positive at a level exceeding the levels in the Federal Regulation issued by the Department of Health and Human Resources/Department of Transportation. Any changes in the Federal Regulations would be re-negotiated prior to inclusion.

ARTICLE 6 TESTING PROCEDURAL SAFEGUARDS

SECTION 1: The Employer and the Union will select the laboratory and sampling procedures. Test procedures will meet the DHSS guidelines for testing, chain of custody, will provide quality control procedures, and assure the maximum in confidentiality.

SECTION 2: In the event of positive test results, the Employee may request, within ten (10) days, a sample of his/her urine specimen from the medical facility for the purpose of re-testing at a qualified drug testing laboratory. Chain of custody for this sample shall be maintained between management and the employee's designated qualified laboratory. Re-testing shall be performed at the employee's expense. In the event of conflicting results, the Employer may require a third test. Should the results of this test be positive, the Employee may be terminated. In the event of negative test results on the re-test, the Employer shall pay for the re-test and any lost wages as per Article 3, Section 4.

SECTION 3: Any urine samples that are determined to be chemically altered shall be considered positive. If a urine sample cannot be analyzed because of dilution, a re-test, at the cost of the Employer, will be authorized. A second diluted sample shall be considered positive. A positive test or refusal to authorize a re-test will be grounds for termination.

SECTION 4: Any Employee shall have the right to use the grievance/arbitration system to challenge any aspect of the testing procedures.

SECTION 5: Any Employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.

SECTION 6: The Employer and the Union reserve the right to require additional safeguards that serve the best interest of the Employee or the Program, subject to mutual agreement.

ARTICLE 7

Should an Employee voluntarily admit to a substance abuse problem, the Employee will not be terminated. The employee will be suspended without pay until an evaluation has been made by a state certified rehabilitation program.. Should this evaluation require participation in a rehabilitation program, the Employee will be permitted to return to work only if the employee signs an "Agreement for continuation of Employment."

ARTICLE 8

The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the employer's application of the Substance Abuse Program.

ARTICLE 9

The Substance Abuse Program shall be subject to annual review by the labor/Management Committee.

BEHAVIOR REPORT FORM

When requesting a Performance Impairment Exam, the Management representative must complete this form and attach it to the "Clinic Consent Form." Please describe the behavior or reported behavior that causes you to request an exam of:

Employee

Supervisor

Witness

(Use reverse side if additional space is required to record behaviors in areas outlined below.)

*SPEECH _____

*DEXTERITY _____

STANDING / WALKING _____

*JUDGEMENT / DECISION MAKING _____

*APPEARANCE (EYES, CLOTHING ETC.) _____

Employee

Supervisor

Date

Witness

CLINIC CONSENT FORM

Employee _____ Date _____

Employer _____

Project _____ Job No. _____

Jobsite Address _____

Jobsite Contact _____ Phone No. _____

Union Name/Local No. _____ Contact _____

Union Address _____

Union Phone No. _____

_____	Pre-employment	_____	Annual
_____	Injury on the job	_____	For cause
_____	Other		

Results to be sent to: _____ Jobsite Contact

Medical Consent: I consent to the collection of urine Samples by the testing facility staff as requested by the Employer to determine the presence of alcohol and/or chugs, if any.

I understand that any urine samples that are chemically altered shall be considered positive. I understand that if my sample is diluted, a re-test at the cost of my Employer will be authorized. I understand that a second diluted sample will result in a positive result

Authorization to release information: I authorize the testing facility to release a statement that the EMIT/GC-MS test result is positive or negative. I understand and agree that the medical facility will release to the designated representative only the pass/fail results of such testing. It will not release the results of this testing procedure to anyone else without my authorization

I understand that my alteration of this consent form, refusal to consent to or cooperate fully with the collection of urine samples, or my refusal to authorize the release of the results to my Employer/Union constitutes insubordination and is grounds for termination.

Please list all drugs that you are currently taking including over-the-counter medications:

Date: _____ **EmployeeSignature:** _____

Time: _____ **WitnessSignature:** _____

FOR CLINIC USE ONLY: VERIFICATION OF PHYSICIAN, REGISTERED NURSE, QUALIFIED TECHNICIAN, OR COLLECTION PERSON

I have received a urine sample from the Employee named above on _____ Date _____

At _____ A.M. / P.M. and delivered the sample to: _____

Collection by: _____

Clinic Name: _____

AGREEMENT FOR CONTINUATION OF EMPLOYMENT

As part of the Employee's commitment to remain free of alcohol and drug use, it is understood that the Employee's continuation of employment by the company is based upon and constrained by the following terms:

I. The Employee must submit to evaluation of potential alcohol or drug problems by a recognized and certified evaluation professional.

2. The Employee must agree to participate in all rehabilitation treatment recommended by the counselor performing the evaluation.

3. The employee must authorize the evaluation counselor to provide a copy of the rehabilitation treatment recommendation to the company.

4. The rehabilitation facility must agree to closely monitor the Employee's attendance at all required sessions. The rehabilitation facility shall notify the Company of the Employee's failure to satisfactorily attend treatment sessions. Failure of the Employee to adhere to the program for treatment will subject the Employee to discharge.

5. In the event the Employee is absent from work during the period of rehabilitation treatment, he or she may be subject to alcohol or drug testing.

6. During the period of rehabilitation treatment as outlined by the evaluation counselor, the Company will test the Employee for alcohol and drug use on a random basis. Such random tests shall not exceed four random tests during this period. However, such random tests are in addition to any tests that may be necessitated on a for cause basis as defined in the Company's Alcohol and Drug Program or as part of their program to monitor compliance with their treatment program. the employee will be subject to discharge if they refuse to submit to testing or if the Employee tests positive for drugs or alcohol during this time period.

The Agreement is voluntarily entered into by the employee and in consideration for continuation of employment, the above conditions are hereby agreed to.

Employee _____

Company _____

Date _____

URINE DRUGS OF ABUSE THRESHOLDS

Substance	EMIT/ADH Test	GUMS Test
Alcohol (Ethanol)	0.03 g/dl	0.03 g/dl
Amphetamines		
Amphetamine	1000 ng/ml	500 ng/ml
Methamphetamine	1000 ng/ml	
Barbiturates	300 ng/ml	300 ng/ml
*Butalbital	1000 ng/ml	
*Phenobarbital	1000-3000 ng/ml	
Secobarbital	300 ng/ml	
Benzodiazepines	300 ng/ml	200 ng/ml
*Chlordiazepoxide	3000 ng/ml	
*Diazepam	2000 ng/ml	
Oxazepam	300 ng/ml	
THC (Marijuana)	100 ng/ml	15 ng/ml
Cocaine Metabolite		
Benzoylecgonine	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	100 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates		
Codeine	1000 ng/ml	300 ng/ml
Morphine	300 ng/ml	
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	100 ng/ml

*Starred items cannot be detected at the lower recommended level. They first show up at the higher defined level due to the current sensitivity of the testing procedures.

SCHEDULE A

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 1 WASHINGTON AND ALASKA

15208 52nd Ave S, Suite 120 Tukwila, WA 98188 • Office (206) 248-2456 • Fax (206) 248-2459 •

www.bac1wa-ak.org

BRICK • MARBLE • PCC WAGE & BENEFIT PACKAGE

Effective June 1, 2021 through May 31, 2022 the following basic wage rates will prevail:

<u>Journey Level</u> Bricklayer, Marble Mason, PCC \$46.14
--

All foremen will receive at least \$1.00 more per hour and foremen with OSHA 30 training will receive at least \$2.00 more per hour. Apprentices will be advanced to the next percentage rate providing they have worked at least the minimum hours/months at that rate of pay and have completed required RSI.

APPRENTICE WAGE SCALE			
Level	OJT Hours		
55%	750	6 months	25.38
60%	750	6 months	27.68
65%	750	6 months	29.99
70%	750	6 months	32.30
75%	750	6 months	34.61
80%	1250	10 months	36.91
90%	1000	8 months	41.53

All percentages are based on Journeyman Bricklayer schedule.

From the above basic wage rates the following will be withheld and remitted with fringe benefits:

Brick • Marble • PCC	Deduction (per hour)
Vacation	\$1.00
Journey Check-Off Dues	(Local 2.06 + IU 0.63) \$2.69
Apprentice Check-Off Dues	(Local 1.63 + IU 0.63) \$2.26

In addition, the Employer will remit the following per hour:

BENEFIT REMITTANCE	APPRENTICES	JOURNEYPERSON
Health and Welfare	\$7.25	\$7.25
Local Pension (Includes \$1.50 P.P.A)	\$5.90	\$6.75
International Pension (Includes \$0.40/\$0.80 P.P.A)	\$0.90	\$1.80
Local Apprenticeship Trust Fund	\$0.87	\$0.87
WTTPF Promotion	\$0.30	\$0.30
BAC WTTPF Promotion	\$0.21	\$0.21
Total Fringes	\$15.43	\$17.18

TOTAL HOURLY PACKAGE:

BRICK • MARBLE • PCC \$63.32

SCHEDULE B WAGE INCREASES

BAC Local 1 Washington-Alaska

June 1, 2021 through May 31, 2025

1 st Year	June 1, 2021 through May 31, 2022	\$2.75 increase
2 nd Year	June 1, 2022 through May 31, 2023	\$3.00 increase
3 rd Year	June 1, 2023 through May 31, 2024	\$2.75 increase
4 th Year	June 1, 2024 through May 31, 2025	\$2.75 increase

The Union may divert Schedule B wage increases or such sums as may be required.