

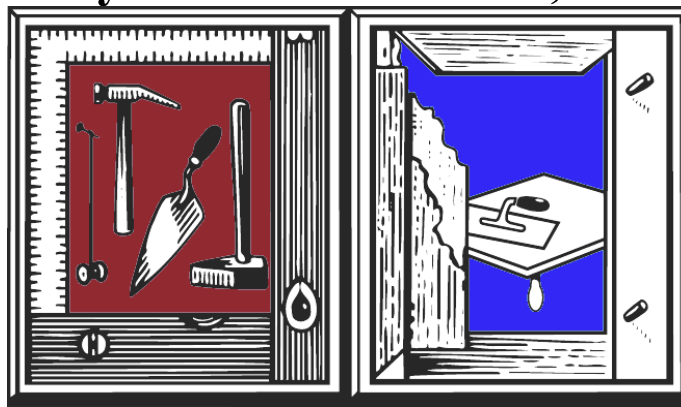
# AGREEMENT

between

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

and

**Skyline Tile & Marble, Inc.**



Effective

**August 1, 2023 - July 31, 2025**

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# **SHOP COLLECTIVE BARGAINING AGREEMENT**

**August 1, 2023**

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This Shop Agreement is entered into this **1st day of August 2023** by and between Skyline Tile & Marble Inc. (hereinafter referred to as the Employer), and the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, LOCAL NO. 1 WASHINGTON and ALASKA (hereinafter referred to as the Union).

This Shop Agreement shall cover new construction, maintenance, repair and renovation within the following Washington counties or portions thereof: King, Kitsap, Jefferson, Clallam, Snohomish, Skagit, Island, San Juan, Whatcom, Pierce, Thurston, Lewis, Mason, Grays Harbor and the North half of Pacific County.

## **WITNESSTH**

**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.** The Employer recognize the Union as the sole and exclusive bargaining agent for all Employees performing work within the jurisdiction of said Union. 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 BAC Independent Shop Contractors on the date of the execution of this Agreement.

**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 (8<sup>th</sup>) day following such employment Owners working with the tools of the trade performing work under the trade jurisdiction described in this Article shall become and remain a member in good standing in the Local Union.

**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. Only the Parties signatory to this Agreement have the authority to alter or amend any of the provisions of this Agreement.

**Section 4.** 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 discipline by the Employer.

**Section 5. Successors and Assigns** - The provisions of this Agreement shall be binding upon the Union and the Employer 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 change of the Employer signatory hereto. The Employer agrees that it 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 6.** This Shop Agreement shall cover all Shop Workers work and all other shop work, falling within the jurisdiction of the Union, as defined in the following Trades Jurisdiction section.

#### **Section 7. Trades Jurisdiction**

- **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 shoddiest, 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, geniting, 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 castable, 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, petrol 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, alberene, care, sanl-onyx, vitrolite, and similar opaque glass, scagliola, microlithic, 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.
- **Shop Worker** - Templating, fabrication and installation of stone, quartz, engineered stone, acrylic/solid surface counters (Corian) countertops in kitchen, bath, vanity and bar tops, including reception counters, back splashes and other flat surfaces. Installation of fabricated slabs such as marble, granite, quartz and other engineered stone, acrylic/solid surface products. The operation of all stone slab fabrication equipment such as water jet or circular diamond saws, CNC machine, edge polishing equipment and all related hand tools for edge fabrication, stone cutting and polishing. This does not include the work previously stated in this agreement under Marble Mason.

- **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.
- **Tile** - Tile Laying shall consist of, but not be limited, to, the following work procedures and installation of the following materials:

The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with the setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

It will be understood that word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x 20"x 2", except quarry tiles larger than 9"x 9"x 1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

- **Terrazzo** - Terrazzo Work shall consist of, but not be limited to, the following work procedures and installation of the following materials:

The installation of terrazzo; the casting of all terrazzo in shops on jobs; all rolling of terrazzo work.

All bedding above concrete floors or walls, the preparation, cutting, laying or setting of metal, composition or wooden strips and grounds and the laying and cutting of metal, strips, lath, or other reinforcement, where used in mosaic and terrazzo work.

All cement terrazzo, magnesite terrazzo, Des-O-Tex terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixtures of plastics composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz, ceramic colored quartz and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other binding materials when used on walls, floors, ceilings, stairs, saddles or any other part of the interior or exterior of the building such as fountains, swimming pools, etc.; also all other substitutes that may take the place of terrazzo work. The terrazzo worker shall have the right to use all tools which are necessary in the performance of his work.

The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines, shall come under the jurisdiction of the terrazzo workers.

In addition, such other construction work in this area that traditionally has been done, as is the custom and practice, of a Tile setter, Terrazzo Worker, Tile, Marble or Terrazzo Finisher 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.

- **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, cork layer, 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.

**Section 8.** It shall not be a violation of this agreement for any employee covered hereby to refuse to pass an authorized picket line or to refuse to work on a job site at which persons are employed on work covered hereby who are not working under a lawful contract with this Union.

**Section 9.** For the purposes of this Agreement a Shop Worker is authorized under the Shop scope of work to fabricate quartz; natural, engineered or other forms of stone; or other acrylic/solid surface material including slab and stone panels, provided the work is performed in the Employer's primary fabrication facility. The shop worker may install all such materials in residential projects. Installation of all such materials in/on commercial projects is covered under the jurisdiction of the Marble Mason principle Agreements.

**Section 10.** In addition, all other assignments mutually agreed upon between the Employer and the Union on any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future that are determined by these parties to fall within the work jurisdiction of this Agreement.

**Section 11.** In the event of territorial jurisdiction or work assignment dispute with any other Union, the matter shall be referred to the International for binding resolution. Sand set pavers shall be under the jurisdiction of the Bricklayers.

## **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. NON-DISCRIMINATION CLAUSE** - It is agreed that all parties will take affirmative action to ensure that all Employees are treated, during employment, without regard to their race, creed, color, age, sex, national origin, or membership in a Union or on account of Union activities. Such action shall include, but not be limited to the following; employment, termination, rates of pay or other forms of compensation; and selection for training.

**Section 3.** The Employer retains the right to reject any job applicant referred by the Union, but shall not discriminate because of any basis covered by Section 2.

**Section 4.** If the Union becomes aware of any individual seeking employment who it believes would be qualified to work in the Employer's Shop, the Union shall refer the individual to the Employer. If the Employer has any open position that has remained unfilled after two weeks, the

Employer may request Employees to be referred from the Union. All employees, whether hired directly by the Employer or referred from the Union, shall be employed per Article III, Section 1, Union Security. The Employer must inform the Union within 48 hours of hiring a new employee and provide the Union the name of the individual, social security number, phone number, position and starting wage.

**Section 5.** 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.

**Section 6.** If a member, covered under a BAC Local 1 Collective Bargaining Agreement, is employed by an Employer signatory to this Shop Agreement is offered the option to accept work under the shop Agreement at the Shop Scale, as a condition of continued employment, the member may decline to work under the lower shop wage and benefit package and will not be denied Employment Security Benefits.

## **ARTICLE III**

### **UNION SECURITY AND ACCESS**

**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 (8<sup>th</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. All Forepersons, and any contractor/Owner working with his tools or acting as Foreperson, 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 (8<sup>th</sup>) 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 XX – Grievance Procedure.

**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.** International Union representatives and the Officers primarily responsible for the day-to-day-affairs of the Union or his/her representative shall have access to the Employer’s jobsites at reasonable times in compliance with any special rules and regulations adopted by the owner to ensure that the provisions of the Agreement are observed, provided however, that such representative shall not unduly interfere with the job progress.

## **ARTICLE IV**

### **MORE FAVORABLE CONDITIONS**

**Section 1.** In the event the Union, as part of collective bargaining or otherwise during the life of this contract, agrees to a term or condition of employment with any other employer performing work that is or arguably is within the scope of work covered by this Agreement, and such term or condition of employment is, in the opinion of the Employer, more favorable to such employer than the comparable provision (or absence of such provision) in this Agreement, then those same terms will be made available to the Employer on the Employer's request.

**Section 2.** The Union shall notify the Employer of any new collective bargaining agreement or other agreement in the counties covered in this Agreement as set forth in the second paragraph of the Preamble of the Agreement; within thirty (30) days of ratification of any applicable agreement and supply the Employer with a copy of that agreement. For purposes of this Section, the term agreement includes but is not limited to a formal collective bargaining agreement; side letter of agreement; memorandum of agreement; memorandum of understanding; one or more local rules; an addendum or appendix to any of the foregoing; or any other formal or informal agreement between the Union any other employer performing work within the scope of Section 1, above. This Article shall not apply to project labor agreements or community workforce agreements entered into for a specific project, except that the Employer may invoke this Article for work on that specific project at the Employer's request.

**Section 3.** The Employer may invoke its rights under this Section by providing the Union with a copy of the language from any such agreement the Employer finds more favorable with respect to the identified economic term, and a notice of its desire to amend this Agreement to incorporate the more favorable term(s). The parties will meet within ten (10) calendar days to discuss the Employer's notice. If no agreement is reached the Employer may implement its notice and amend the language of this Agreement and the parties may simultaneously jointly submit the issue to binding arbitration under Step 3 of Article XIX. The parties agree to expedite arbitration resolving the issue within sixty days of submission. The arbitrator is expressly authorized to award retroactive damages against the Parties hereto as part of any award.

**Section 4.** Exceptions.

1. In the case of a newly organized employer, the Union may agree that the initial agreement only applies to work bid after execution of the initial agreement and does not apply to the newly organized employer's existing contracts that were awarded prior to the execution of the initial agreement. The provision in Section 1 does not apply to this term.

2. In the case where a job is bid to be completed during a particular contract period, and the job is delayed for reasons beyond the contractor's control so that it falls into a later contract period, the Union may agree to allow an employer to perform the work under the wage rates in effect when the work was expected to be done. This is not a "more favorable condition" for purposes of this Article.

## **ARTICLE V**

### **WAGES**

**Section 1.** The hourly wage rates for all Employees performing work covered under this Agreement shall be as follows:

**Shop Wage & Benefit Package refer to Schedule D**

## **ARTICLE VI**

### **HOURS OF WORK - PREMIUM TIME, COFFEE BREAKS, LUNCH**

**Section 1.** Eight (8) or ten (10) hours between 4:00 a.m. and 6:00 p.m. shall constitute a day's work and four (4) or five (5) days Monday through Friday.

**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. 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.

**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.** The parties to this Agreement recognize the desirability and in some cases absolute necessity of coordinating the shifts to be worked with the other trades involved on the project and the customer's work schedule. Different shifts can be adopted by mutual consent of the Employer and the Employees. Employer will need to notify the union 72 hours prior to the modified shifts.

**Section 5. Multiple Shifts.** 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.

- (a) First Shift: 4:00 A.M. to 6:00 P.M., 8 hours work for 8 hours pay.
- (b) Second Shift 7 ½ hours work for 8 hours pay.
- (c) Third Shift 7 hours work for 8 hours pay.

**Section 6. Overtime / Double Time (Premium Time).** All hours worked before 4:00 A.M. and after 6:00 P.M., of eight (8) or ten (10) hours duration, and all hours over eight (8) or ten (10) hour shift, Monday through Friday, shall be paid at one and one-half (1 ½) times the regular hourly scale. On Sundays and Holidays the rate shall be double time, except in instances when Employees request to work on a Holiday and the Employer agrees; such requests may not be at the instigation or suggestion of the Employer. 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.

No Employee shall be required to work on more than one (1) full scheduled shift in a twenty-four (24) hour period.

**Section 7. Make Up Day.** Make up day on Saturday, which is strictly voluntary, will be permitted year-round 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. 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. Employer utilizing Saturday to make up lost time, must provide Employee with the opportunity to work eight (8) hours.

**Section 8.** At the option of the Employer a ten (10) hour four (4) day work week schedule may be utilized and Friday may be used as a make-up day for hours lost due to weather conditions or conditions beyond the control of the Employer. If the Employer desires to utilize this provision, it must provide the Union and Employees performing work covered by this Agreement on that project twenty-four (24) hours notice prior to invoking this schedule. Employer utilizing Friday to make-up for lost time, must provide Employees with the opportunity to work ten (10) hours. When an Employee of his own accord fails to work on any day or part of any day of the work week Monday through Thursday, then such Employee, if he works on Friday during the week during which such absence occurs, shall be paid the straight time rate; provided that all time worked before and after the established ten (10) hour work day Monday through Thursday or in excess of eight (8) hours on Friday or more than forty (40) hours of straight time work Monday through Friday and all time worked on Saturday shall be paid one and one-half (1 ½) time the base wage rate in effect.

**Section 9.** Employees shall not be discharged or disciplined for refusing work scheduled outside the standard work day or standard work week including denial of unemployment compensation. Any Employee discharged or disciplined for refusing such work shall be made whole for his loss by the Employer.

**Section 10.** Any Employee transferred from one job to another during working hours for the same Employer shall be transferred on the Employer's time. Any Employees directed to pick up off-site materials and supplies before, during, or after regular work hours shall do so on the Employer's time.

## **ARTICLE VII**

### **HOLIDAYS**

**Section 1.** The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas 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. Friday preceding a Saturday holiday may be worked at straight time when agreed by the Employer and the Union, permission will not be unreasonably withheld, when notified three (3) days prior to the Friday.

**Section 2.** There shall be no required 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 as a result of an emergency or following approval, all Employees shall be paid two (2) times the regular hourly scale set forth in schedules. Holidays cannot be made up at straight time.

## **ARTICLE VIII**

### **FOREPERSON AND STEWARDS**

#### **Section 1. Foreperson**

1. Forepersons shall be members in good standing of the Bricklayers Union. There shall be but one Foreperson over a crew. No Employee shall receive orders from any person other than the Foreperson or the Employer Representative.
2. The Foreperson shall be the agent of the Employer and the Union recognizes the right of the Employer to delegate to the Foreperson the right to tell the worker what to do, how to do it, and to see that the work is properly done. The Foreperson shall be responsible for the placing of employees, assigning their tasks, selecting proper materials and tools, maintaining safe working conditions and planning effective, efficient execution of work.
3. Both parties here to agree that all orders to employees, including discharging them shall pass from the Employer or superintendent, unless the Foreperson is instructed to do so. When the number of workers under this Agreement employed on a job reaches (3), to include finishers, one person shall be designated as a Foreperson with appropriate pay as in Schedule D.

#### **Section 2. Stewards**

1. The Union shall have the right to select a steward from among the Employees on any and all jobs covered by this Agreement. The steward shall be a working Employee and shall, when agreed to by the Foreperson or Employer Representative, be granted reasonable time to conduct union business and duties on company time and during working hours.
2. Should any questions arise, the steward and the member Employees shall attempt to address and resolve said questions or grievances. If they cannot be resolved the steward must report the issue to the Business Representative or Local President.
3. The Employer agrees to notify the Union prior to laying off a job steward.

## **ARTICLE IX**

### **SUBCONTRACTING AND PIECEWORK**

**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 piece work 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 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 the Employer sublets all or any portion of the work covered by this Agreement, the Employer agrees that the subcontract shall be made only to a subcontractor who has executed an Agreement with the Union signatory hereto.

**Section 3.** All charges of violation of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement that cover the procedures for the handling of disputes and the final and binding arbitration of disputes.

## **ARTICLE X**

### **WAGES AND ENFORCEMENT**

**Section 1. Pay Day** - On the specified pay day, every employee shall receive their pay at least thirty (30) minutes prior to the end of the work shift.

**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. In the event an Employee is fired for cause, he or she shall be paid on the next regular payday. Any Employee who is to be laid off from any job shall be paid all monies due him or her at the next regular payday.
2. 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 eight (8) hours per day at straight time. If an Employee quits, he or she will be paid on the next regular pay day.
3. Payment of wages will be in cash or with a standard printed payroll check or direct deposit. Each pay envelope or paycheck must be accompanied by an itemized statement of all deductions and reasons for same.
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. Any worker who is injured on the job and cannot complete his shift on the advice of a doctor, shall be paid as follows; any worker injured before noon shall be paid for four (4) hours, and if injured in the afternoon, shall be paid for eight (8) hours.
6. 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.** City, State or Federal government's pay shall be as provided for in their regulation.

**Section 4.** 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 5.** 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 6.** In the event the Employer fails to make any wage payments, the Union may enforce this Article through the settlement of disputes utilizing the Grievance Procedure, (Article XX in this Agreement) and 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 or Employee 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.

## **ARTICLE XI**

### **TRAVEL AND SUBSISTENCE**

- 1) Travel outside the free zone shall be reimbursed at the rate of the current IRS standard mileage rate, per day, roundtrip from the edge of the free zone to the project site. Mileage will be figured using the most direct route from the employer's shop to the project. A project that sits outside the edge of the free zone and within 50 miles of the edge will be reimbursed at the rate of the current IRS standard mileage rate or \$10.00, whichever is greater.
- 2) Subsistence for a project site that is 50 to 250 miles from the edge of the free zone shall be reimbursed at the rate of \$100.00 per day for five (5) days. Travel will be reimbursed at the current IRS standard mileage rate for one round trip to the project site. If the employee is required to work Saturdays as the sixth day, they shall be reimbursed for seven-day subsistence.
- 3) Subsistence to project sites over 250 miles from the edge of the free zone shall be reimbursed at the rate of \$100.00 per day for seven (7) days.
- 4) Should the employee(s) be allowed to, or choose to, work four (4), ten-hour days to allow them to spend three days at home, the employer will only be required to pay for six (6) days at the current subsistence day rate.
- 5) All travel expenses for commuting on weekends shall be the sole responsibility of the employee(s) and no additional mileage or subsistence will be paid.



- 6) There shall be no pro-rated travel or subsistence allowed.
- 7) From the employer's shop all toll bridges, ferry and other forms of travel expense shall be reimbursed by the employer in addition to the travel expense as provided in Sections 1,2,3, 6 and 7 of the Article. The employer shall reimburse all parking expenses. Employees must seek reasonable parking within a four (4) block radius. Employees must provide receipts to their employer or their representative. 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.
- 8) Employees must be paid for going from one project to another during working hours and must not use any of their coffee breaks or lunch period in making such change.
- 9) Employees working on McNeil Island shall receive \$15.00 per day as travel expenses.
- 10) Travel expenses are reimbursed at the current IRS standard mileage rate per mile. The rate is for all expenses associated with travel to include fuel, oil, tires, repairs, insurance, licenses and depreciation. Parking fees, tolls and ferry fees are not included in the IRS mileage rate allowance and will be paid separately.
- 11) Subsistence is described as reimbursement of cost when it is required to stay overnight at or near the project. Subsistence is also determined by mileage that is 50 miles or more past the edge of the free zone. Subsistence allowance (current rate) is to cover all expenses in respect to ordinary and necessary expenses incurred or which the employer reasonably expects to be incurred by an employee for lodging, meals and/or incidental expenses while traveling away from home in connection with the performance of services as an employee. Incidental expenses include expenses for laundry, dry cleaning and tips. However, telephone calls and taxicab fares, along with travel to and from, are not considered incidental expenses and must be accounted for separately.

Any deviation from this schedule will be by written agreement with the employee(s) and the employer. There will be no exceptions.

## **ARTICLE XII**

### **TRUCK ALLOWANCE**

**Section 1.** Truck Allowance. Employees that use their personal trucks to haul tools, equipment or materials for the contractor, shall receive mileage from the shop to a jobsite outside the Free Zone at the current IRS mileage rates plus \$40.00 per day for each day his/her truck is used in hauling material, tools or equipment. The Employee has the right to refuse to use his/her truck for this purpose. The Employee shall receive the truck allowance, only when transporting tools, equipment or materials for the convenience of the Employer.

## ARTICLE XIII

### DUES CHECK-OFF

**Section 1.** 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.

**Section 2.** The Employer agrees to deduct an amount from the pay of each Employee, who is a Union member, who is on application for membership, who is a traveling member and who executes a voluntary check-off authorization form for the Bricklayers and Allied Craftworkers. Deductions shall be in the amount and at intervals specified by the Union for the check-off authorization form. The Employer agrees to transmit dues check-off deductions to the administrators, and shall be accompanied by a list of names of those Employees for whom these deductions have been made and the amount deducted for each Employee.

## ARTICLE XIV

### 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 that payment will be made 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 Administrator 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.

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| (NWA) | Health and Welfare will be submitted to:<br>Masonry Security Plan of Washington<br>Pursuant and subject to its Trust Agreement and Plan (Seattle, WA). |
| (NWA) | Local Pension will be submitted to:<br>Bricklayers Local #1 Pension Trust Fund.<br>Pursuant and subject to its Trust Agreement and Plan (Seattle, WA). |
| (NWA) | Trade Pension will submitted to:<br>Bricklayers and Trowel Trades International Pension Trust (Seattle, WA).   |

**Section 1. VACATION.** The Employer shall make a deduction as set forth in either Schedule A or Schedule B/C 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.

- A. The vacation allowance shall be withheld from each Employee's weekly pay check after withholding for Federal Income Tax has been taken and shall be sent no later than the 15<sup>th</sup> of the month following the month of employment to (see schedule) or such other office as may be designated by the Trustees of the Masonry Security Plans for transmittal to the Approved Administrator. Each remittance shall be accompanied by a transmittal form which will be made available for this purpose.
- B. The details of the Vacation Credit Allowance Plan shall be established, controlled, and administered by the Board of Trustees of the Masonry Security Plan. The Employer agrees to be bound by their terms and provisions of the Trust Agreement governing the Masonry Security Plan, and all amendments thereto, and further agrees to accept as its representatives the current Employer Trustees or their successors.
- C. 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.
- D. 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 the Employer will contribute a sum as set forth in Schedule D accompanying this Agreement for each compensable hour of employment by each Employee covered under this Agreement. The Employer will incur any increases in the contributions to the Masonry Security Plan for the duration of this contract.

**Section 3. PENSION.** It is agreed that the Employer will contribute a sum as set forth in Schedule D 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 Schedule D 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.** The Employer hereby agrees to be bound by and to the above stated Boards of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

**Section 5.** Fringe benefit contributions shall be paid on behalf of all covered Employees starting with the Employee's forty-first (41<sup>st</sup>) hour of employment in a job classification covered by this Agreement. This includes, but is not limited to, Journey-level, Helpers, trainees and probationary employees.

**Section 6.** The contributions as outlined in the Sections 1, 2, 3, 4 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 15<sup>th</sup> day of the month following the month in which the hours were worked.

**Section 7.** In the event the Employer fails to make any of the contributions as required by this Article, the 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 8.** 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 9.** 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 10.** If the Employer 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 11.** 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 XV**

### **ADDED CONTRIBUTIONS**

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 D for Shopworkers accompanying this Agreement, including deductions pursuant to Article III, Union Security.

## **ARTICLE XVI**

### **SAFETY**

Employer and the Employees 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,

WISHA/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/WISHA/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 Foreperson or Employer's Representative unless the Employee can verify and point out WISHA 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 Foreperson 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. In the event the Employee protests a work assignment and thereafter performs the assignment at the Employer's request, the Employer shall be liable for any loss in the Employee's regular wages and/or other benefits suffered as a consequence of performing the assignment.

**Section 2.** For the purpose of this Article only, a Safety Committee will be formed consisting of three representatives - project Foreperson, 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 upper management of the Employer and the Union. The Committee has the authority to investigate and resolve each issue under review.

**Section 3.** Employees shall abide by and strive for reduction of job accidents, wear hard hats as required by WISHA, 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.

**Section 4.** Employees will adhere to the Employer's safety programs and all WISHA regulations.

**Section 5.** The Employer shall furnish all safety equipment as required by the Washington State Division of Safety.

**Section 6.** Cold, fresh sanitary drinking water shall be provided on all jobs for the use of Employees. The Foreperson or the contractor shall be held responsible for this provision. All jobs shall have clean toilet facilities.

## **ARTICLE XVII**

### **GRIEVANCE PROCEDURE**

#### **Section 1.**

It is specifically agreed that any controversy arising out of this Agreement involving the interpretation of its terms and conditions, shall be settled in accordance with the grievance procedure set forth in this Article. No grievance shall be recognized unless it is called to the attention of the Employer by the Union or to the attention of the Union by the Employer within five (5) working days after the alleged violation is committed or discovered.

#### **Section 2.** Grievances shall be handled in the following manner:

Step 1. The grievance shall be referred to the representative primarily responsible for the day-to-day affairs of the Union and the Employer.

Step 2. If the parties are unable to resolve the grievance in Step 1, then the grievance may be elevated to a second step meeting for further discussion by sending notice elevating the grievance within three (3) working days of the Step 1 meeting.

Step 3. If the parties cannot reach a satisfactory settlement within fourteen (14) calendar days from the Step 2 meeting, the grieving party shall have the right to escalate the grievance to impartial arbitration by sending a Demand to Arbitrate to the other party within the fourteen-day period. The parties shall first attempt to agree upon an arbitrator. If unable to reach mutual agreement on an arbitrator, the grieving party shall request the Federal Mediation and Conciliation Service to appoint a panel of not less than eleven potential arbitrators whose primary address is within the states of Washington and Oregon. From the submitted panel of names from the FMCS, each party shall alternatively cross off a name until there remains one name who shall be the arbitrator. The first party to cross off a name shall be decided by the toss of a coin.

**Section 3.** The arbitrator shall hear the case and issue a decision within thirty (30) days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The arbitrator shall have no authority to add to, delete from or otherwise modify any provision of this agreement.

**Section 4.** The expenses of the arbitrator as well as other joint expenses of holding the arbitration including the preparation of a transcript of the hearing unless waived by the parties, shall be borne equally by the parties, provided, however, that each party shall bear the expenses of its own representatives and the preparation and presentation of its own case. The decision of the arbitrator shall be final and binding upon the parties to this agreement.

**Section 5.** When a settlement has been reached at any step of this Grievance Procedure, such a settlement shall be final and binding on all parties, provided, however, that in order to encourage the resolution of disputes and grievances, the parties agree that such settlements shall not be precedent-setting.

**Section 6.** The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the

appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond within the time limits provided above, without a written request for an extension of time, shall be deemed a waiver of such grievance without prejudice, and shall create no precedent in the processing of and/or resolution of like or similar grievance or disputes.

## **ARTICLE XVIII**

### **PROTECTION OF RIGHTS/PRESERVATION OF WORK**

**Section 1.** It shall not be a violation of this Agreement and Employees covered by this Agreement will not be discharged, disciplined or permanently replaced for respecting or refusing to work behind a primary picket line, including a primary picket line at the Employer's principal place of business.

**Section 2.** It is the intent of the Employer and the Union to protect all job site work which has been traditionally performed by bargaining unit Employees or which is fairly claimable as bargaining work.

**Section 3.** 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 violates the building codes covering masonry construction may be held in violation of this Agreement.

**Section 4.** 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 5.** 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 XX of this Agreement. As a remedy for violations of section 4, the Arbitrator (or arbitration body) provided for in Article XX 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 6.** 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 XIX**

### **WORK OUTSIDE OF JURISDICTION**

**Section 1.** If the Employer is engaged in masonry work outside the Local geographical jurisdictions of this agreement the Employees 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 Local jurisdiction covered by this Agreement, such Employee shall receive the higher rate of pay or better working conditioned as specified in this Agreement, or in the prevailing Agreement in the area where the work is performed and 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 XX**

### **NO-STRIKE/NO-LOCKOUT**

It is understood and mutually agreed that there shall be no strikes or lockouts over a dispute concerning this Agreement during its term until the grievance procedures described in Article XVIII have been exhausted and then only in the event a party fails or refuses to abide by a final decision. This Article shall not apply in those cases where the Employer fails or refuses to make in whole or in part any payments required under this Agreement including all wages, local union fringe benefits or other contributions that have been established through bona fide collective bargaining.

## **ARTICLE XXI**

### **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 grievance procedures, Article XVII, 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 XXII**

### **MISCELLANEOUS 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.

## **ARTICLE XXIII**

### **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.

**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 Journey-level upgrade instruction prior to being referred out for employment with contractors signatory to this agreement.

## **ARTICLE XXIV**

### **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 Foreperson.

**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.** WISHA 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.** The Employer will furnish all power tools including, but not limited to, machinery, equipment, and masonry wall line.

## **ARTICLE XXV**

### **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 Employer's right to control their internal affairs, discipline their Employees who have violated the Employer's 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 XXVI**

### **GENERAL UNDERSTANDING**

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

This Agreement constitutes the entire Agreement between the parties, and any local or area practices or working rules which may be in conflict with the provisions contained in this Agreement shall be subordinated to this Agreement.

The Employer agrees that if it has not previously done so, it will, upon the Union's submission of evidence of majority status among its Employees in the bargaining unit described herein, voluntarily recognize the Union as the exclusive representative as defined in Section 9 (a) of the National Labor Relations Act, as amended, of the National Labor Relations Act, as amended, of all Employees within the jurisdiction of the Union. The Employer expressly agrees that it will not condition its recognition upon the results of an election conducted under the rules and regulations of the National Labor Relations Board.

## ARTICLE XXVII

### DURATION - TERMINATION - AMENDMENT

This Shop Agreement shall be effective commencing August 1, 2023, shall continue in full force to and including July 31, 2025, and shall be automatically continued yearly thereafter unless written notice of decision to negotiate a new Agreement, in whole or in part, is given in writing by either party to the other not later than sixty (60) days nor more than ninety (90) days prior to the expiration date or any anniversary date thereafter.

We, the undersigned Employer on behalf of the parent firm, all subsidiaries and corporate related firms, companies and/or corporations hereby become signatory to this Shop Agreement and agree to abide by the full terms and conditions of this Shop Agreement effective as of this date.

Signed this 12th day of March, 20 24.

**LABOR:**

**MANAGEMENT:**

\_\_\_\_\_  
President , BAC Local 1 WA/AK

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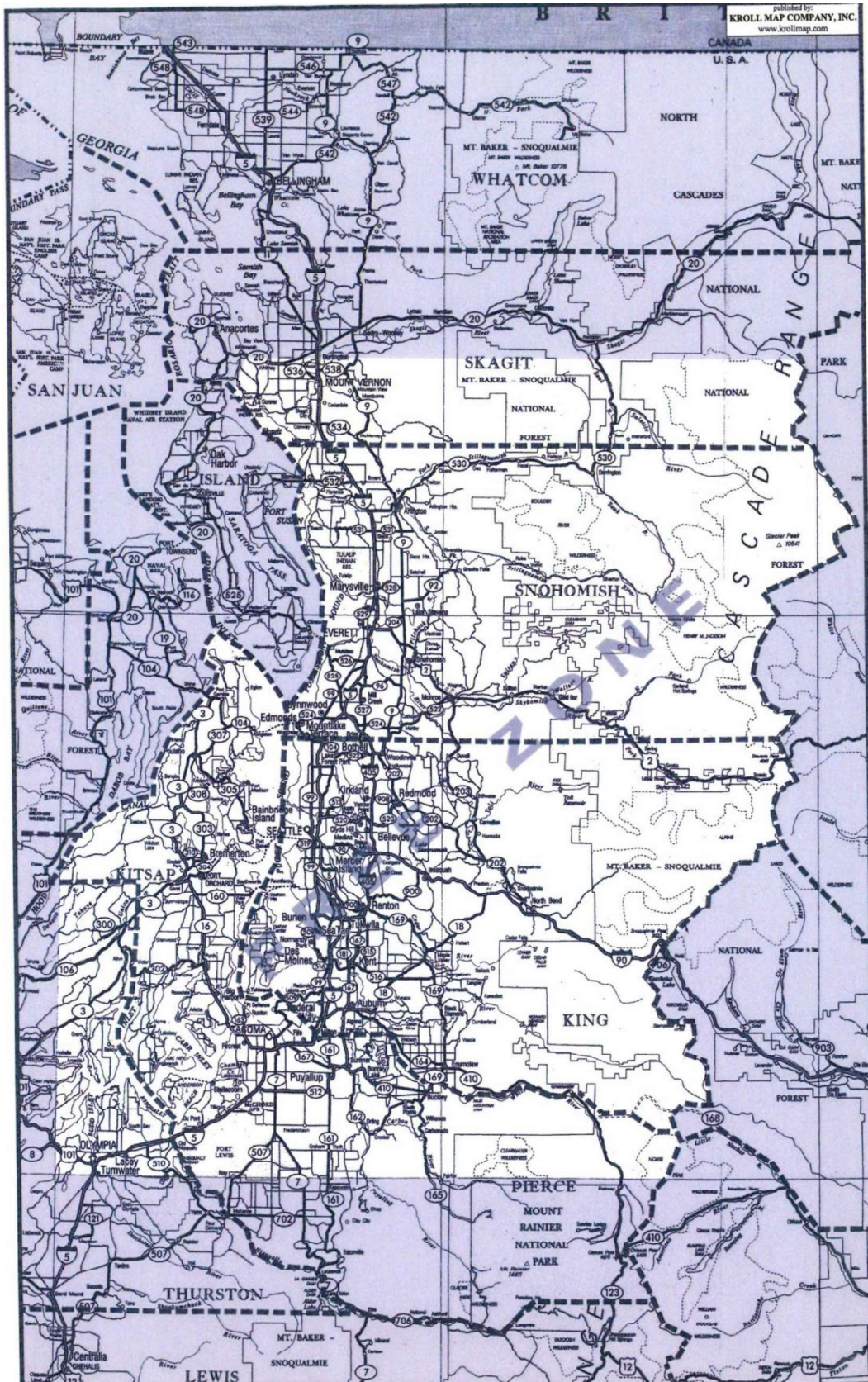
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**SCHEDULE A**  
**FREE ZONE MAP – Western Washington**



**SCHEDULE B**

**MEMORANDA OF UNDERSTANDING**

**SCHEDULE B MEMORANDA OF UNDERSTANDING**  
**Attachment "A"**

**MEMORANDUM OF UNDERSTANDING:**  
**INSTALLATION**

This Memorandum of Understanding ("MOU") is entered into between BAC Local 1 WA/AK and Skyline Tile and Marble in addition to, and is to be read in conjunction with, the collective bargaining agreement (the "Agreement") between those same parties. The parties agree to the following terms:

1. Skyline Tile and Marble Shop Workers who fabricate building components as identified in Article 1, Section 10 of the Agreement may install those units on residential and commercial projects at the applicable field wage and benefit rate listed on the accompanying wage and benefit schedule to this agreement. This provision applies only if the products are fabricated by bargaining unit employees who are covered under this Agreement and MOU and are employed at the Skyline Tile and Marble Shop that is currently located at 8510 Maltby Rd., Suite A, Woodinville, WA 98072.
2. Any and all building components that are installed on projects that fall under the Washington State Prevailing Wage or Federal Davis Bacon determination (PW), Project Labor Agreement (PLA) or a "Pension Funded Project" will be installed using the Journeyman Marble Mason rate current at the time of installation.
3. The language in this MOU is meant to supersede language in Article 1, Section 9 which would otherwise be found contradictory.
4. The language in this MOU is not meant to take precedence should it conflict with language in state or federal laws and regulations or the requirements of language in Project Labor Agreements (PLA) or Community Workforce Agreements (CWA).
5. Should Skyline Tile and Marble choose to move or open additional fabrication shop locations, both parties agree to modify this MOU to reflect the correct address of the fabrication shop(s).
6. Any violation of this MOU will be subject to the dispute settlement procedure under this Agreement.

Signed this 12th day of March 2024.

Management

Labor

\_\_\_\_\_  
President , BAC Local 1 WA/AK

**MEMORANDUM OF UNDERSTANDING:**

**MANDATORY OVERTIME**

1. Overtime shall be scheduled at least 48 hours in advance by asking for volunteers. Should there be insufficient volunteers, the Employer may require employees to perform overtime work on a reverse seniority basis as described in Section 2 below.
2. The Employer shall maintain three overtime lists: helper, fabricators, and installers. Each list shall contain the names of the employees eligible for overtime. The names will be listed in reverse seniority with the employee with the least seniority at the top. When a mandatory overtime situation exists, the first available employee, beginning at the top of the list is subject to mandatory overtime. Once an employee works mandatory overtime, the employee's name is dropped to the bottom of the list.
3. If there are unforeseen circumstances, the 48-hour requirement will not apply. In this event, the hours worked will be paid at double time.
4. If the overtime is scheduled with less than 48 hours' notice, an employee may decline such overtime due to reasonable extenuating circumstances and the Employer will then go to the next name on the list.
5. This MOA expires at contract expiration.

Management

Labor

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President , BAC Local 1 WA/AK

**Schedule C  
Wage Increase**

**BAC Local No. 1**

**Shop Workers**

**Total Package Wage Increase**

August 1, 2023 through July 31, 2025

August 1, 2023 – 2.25%

February 1, 2024 – 2.75%

August 1, 2024 – 2.25%

February 1, 2025 – 2.75%

Schedule D attached hereto already reflects the increase set forth above for August 1, 2023.

Any increase in benefit remittance in excess of amounts set forth above shall correspondingly reduce other benefit remittances, or wages.



# Schedule D

**EFFECTIVE**  
**8/1/23 – 1/31/24**

## **BRICKLAYERS AND ALLIED CRAFTWORKERS** **LOCAL 1 WASHINGTON AND ALASKA**

15208 52<sup>nd</sup> Ave S, Suite 120 Tukwila, WA 98188 • Office (206) 248-2456 • Fax (206) 248-2459 • [www.bac1wa-ak.org](http://www.bac1wa-ak.org)

### **SHOPWORKERS**

#### WAGE & BENEFIT PACKAGE

Effective August 1, 2023 through January 31, 2024 the following basic wage rates will apply:

SHOP RATES		
	Hourly Scale	Total Package
<b>Fab Probationary</b> (3 month max)	\$23.30	\$35.00
<b>Shop Laborer</b>	\$17.65	\$29.35
<b>Fabricator</b> (gluing, clamping lams, back grinding, polishing)	\$21.07	\$32.77
<b>Fabricator Finisher</b> (hand shaping, drop sinks, layout, detail projects, face polish, miter)	\$24.79	\$36.49
<b>Programmer</b> (Program CAD/CAM software/hardware & operate all functions on assigned CNC machine(s))	\$27.27	\$38.97
<b>Foreman</b> (plan reading)(all foremen will receive at least \$1.00 more per hour)	\$28.27	\$39.97

FIELD RATES		
	Hourly Scale	Total Package
<b>Installer</b>	\$29.77	\$41.47
<b>Installer Helper</b>	\$17.65	\$29.35
<b>Install Finisher</b> (drill holes, cuts backsplash, sealants, sets seams)	\$23.95	\$36.65
<b>Templating</b>	\$22.54	\$34.24
<b>Fabricator Finisher</b> (same as shop tasks, field fabrication calling for the skills of a Fabricator Finisher)	\$24.79	\$36.49
<b>Foreman</b> (plan reading)(all foremen will receive at least \$1.00 more per hour)	\$30.77	\$42.47

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

PAYROLL DEDUCTIONS (PER HOUR)	
<b>Vacation Fund</b>	\$0.50
<b>Journey Level Check-Off Dues</b> (Based on Fabricator Package) (1.06 Local + 0.33 IU)	\$1.39

In addition, the Employer will contribute the following per required hour as called for by the applicable Plan or Fund:

BENEFIT REMITTANCE	
<b>Health &amp; Welfare</b>	\$6.69
<b>Local Pension Fund</b> (Includes \$1.50 P.P.A.)	\$4.65
<b>Trowel Trades International Pension</b> (includes \$0.16 P.P.A.)	\$0.36
<b>Total Fringes</b>	\$11.70

**IMPORTANT!** Contractors are required to pay into all trust funds as specified, regardless of whether or not the employee is a member of the union. Employer contributions are due the 15<sup>th</sup> day of the following month.