

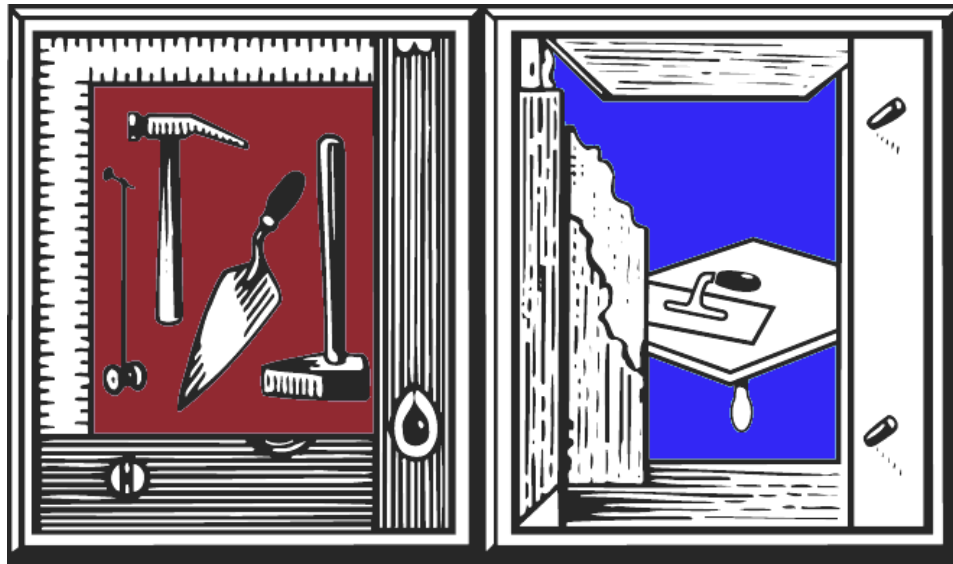
AGREEMENT

between

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

and

Independent
Tile and Terrazzo Contractors



effective

June 1, 2024 – May 31, 2027

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Note: We recognize the diversity of Employees and Employers in the construction industry. We have used words like Journey worker, chairman, Foreperson, 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.

TILE SETTERS, TERRAZZO WORKERS AND FINISHERS

AGREEMENT

June 1, 2024 – May 31, 2027

* * *

This is a Collective Bargaining Agreement entered into this first day of June 2021, by and between the International Union of Bricklayers & Allied Craftworkers Local 1 Washington-Alaska (referred to as the UNION) AND Independent Tile and Terrazzo Contractors (referred to as the EMPLOYER).

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

This AGREEMENT shall have no binding effect until signed by an elected BAC Local 1 WA/AK of representatives of the Union. Likewise, no amendment or modification to this AGREEMENT shall be binding until signed by an elected BAC Local 1 WA/AK of representatives of the UNION. This AGREEMENT shall be binding upon all persons, firms, and corporations who have (1) signed this AGREEMENT, or (2) expressly authorized some other person to sign on their behalf, or (3) who have made any trust fund contribution to any of the trust funds of this AGREEMENT, provided, however, that this stipulation shall not be applicable if the Employer's AGREEMENT is canceled.

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 Tile and Terrazzo Building Industry, it is hereby agreed between the parties as follows;

ARTICLE I

RECOGNITION, SUCCESSORS, 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. This AGREEMENT shall apply to all INDEPENDENT TILE, MARBLE AND TERRAZZO CONTRACTORS on the date of the execution of this AGREEMENT, or thereafter. The EMPLOYER is automatically bound to any successor AGREEMENT unless the EMPLOYER gives written notice of its intent to bargain independently no later than sixty (60) days prior to expiration of the AGREEMENT. If the EMPLOYER gives notice of intent to bargain independently but does not participate in negotiations prior to the contract expiration, then the EMPLOYER is automatically bound to any successor to 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 (8th) 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 management representatives signatory hereto with a appointedBAC Local 1 Negotiating members has the authority to alter or amend any of the provisions of this agreement.

Section 4: The UNION agrees to grant no privileges, terms or conditions or employment more advantageous to any employer than those contained in the Agreement. When an Employer travels in or assumes the responsibility of Division 9, partially and/or as a whole, they will be a signatory to this Independent 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 this Independent 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, contributions 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 Tile, Marble and Terrazzo 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 a change in 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 Tile Setters, Terrazzo Workers, Tile, Marble and Terrazzo Finishers and any work which has historically or traditionally been or may in the future become work of the Tile Setters, Terrazzo Workers, Tile, Marble and Terrazzo Finishers or any work in all forms of construction, maintenance, repair and renovation within the scope of Tile or Terrazzo whether performed at the job site or prefabricated on or off the job site.

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 to prepare and set all concrete, cement brickwork, or other foundation or materials, that may be required to properly set and complete such work; the setting or bedding of all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or mantel complete, together with the setting of all cement brickwork, or other material 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 the 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 1" in thickness, 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, for setting decorative inserts in other materials

All terra cotta called unit tile, regardless of method of installation, quarry tile, split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by Tile layers, the grouting and cleaning shall be supervised by the Mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same.

All clay products known as terra cotta tile, unit tile, ceramic veneer, and machine-made terracotta, and like materials, regardless of the method of installation. Where preponderance of material to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

Tile layers work is also defined as:

The application of a coat or coats of mortar, prepared to proper tolerance to receive tile on floors, walls and ceilings regardless of whether the mortar coat is wet or dry at the time the tile is applied to it.

The setting of all tile bonded with mortar, where the bed is floated, screeded, slabbed or buttered and where joints are not filled in the same operation.

The setting of all tile by the adhesion method with organic and/or inorganic thin-bed bonding materials where such bonding material is applied to the backing surface and/or the back of tile units or sheets of tile.

The setting of tile as herein provided shall include the installation of accessories and the insertion of decorative tile inserts in other materials.

The setting, sealing and installation of prefabricated tile systems.

Tile is herein defined as the following products which are not to exceed 1" inch in thickness:

All burned clay products, as used in the tile industry, either glazed or unglazed.

All composition materials, marble tiles as defined in and to the extent permitted by the August 29, 1936, Walter V. Price Decision, glass mosaics and all substitute materials for tile made and tile-like units.

All mixtures in tile-like form of cement, metals, plastics and other materials, that are made for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools and all places where tile is used to form a finished interior or exterior surface for practical use, sanitary finish or decorative purposes.

It is agreed that the installation of Mammoth Tile shall be work of the Tile layer.

All bathrooms, vestibules and small halls in private residences that are to receive tile shall be

plastered by the Tile layer.

The cutting and setting of "Fritz Tile and Terrazzo" units when applied with mastic, cement coat or other substitutes shall be the work of the Tile layer.

The installation of wire mesh or other types of reinforcing set in mortar or dry pack bed that will receive tile or paving units shall be the work of the Tile layer.

Mudwork

The application of the scratch coat over lath, concrete, cement, drywall and cementitious material on walls, ceilings and floors shall be the work of the Tile layer with Tile Finishers assisting.

When mud is allowed to cure (dry), the application, plumbing, rodding and squaring of the float work or second coat in preparation for the tile installation by the thin-set or adhesive method shall be the work of the Tile layer with Tile Finishers assisting.

The application of the final setting bed shall be the work of the Tile layer with Tile Finishers assisting

Warning Stripes

The complete installation of Tac-Tile, Transit Tile, or other similar type clay, porcelain or composition material and sheet tile used as warning stripes and on handicap ramps and fastened mechanically or with adhesives shall be the work of the Tile layer with Tile Finishers assisting.

The application of waterproofing materials by whatever means and methods on all surfaces to receive tile.

The installation of all fracture membrane materials on surfaces to receive tile.

The installation of metal wall panels or other materials designed to accept the installation of thin brick and other masonry units

The setting of metal tile and glass tile and any other substitute material installed in the conventional tile method.

The installation of Durock, Wonderboard, and other types of cementitious, gypsum or fiberglass backer board products used to accept tile and marble.

The installation of Mincey Marble and other types of sheet panels.

The installation of gauged porcelain tiles and panels on floors, walls, or ceilings.

The installation of self-leveling materials and systems cementitious and gypsum underlayment, plywood, sleeper systems, raised access flooring, moisture and vapor barriers, mitigation systems, sound attenuation systems and crack suppression systems.

The washing, waxing, sealing, staining, striping and lining, coating, refinishing, vacuuming, pile lifting, binding, serging, buffing, or polishing by hand, or machinery and protection by means of kraft paper, Masonite or by whatever materials or methods necessary.

Repair work, including but not limited to the following: cutting, patching, replacing, re-grouting and refinishing.

The removal and disposal of existing tile, marble and terrazzo materials by hand or by mechanical means, including the demolition, tearing up, chipping, scraping and the transportation of the removed material to a location as directed.

All preparations to the substrate to receive tile, marble and terrazzo materials, including but not limited to, the scraping, sanding, shot blasting, scarifying, priming, filling, leveling, smoothing and waterproofing, as well as, moisture testing, relative humidity testing and PH testing.

The installation of thin marble, stone, tile, porcelain terracotta and manufactured composite materials, including the installation of lightweight grid systems, anchors and miscellaneous metals.

The installation of metal backup pans and other materials used to accept the installation of thin marble, stone, tile, porcelain, brick and other masonry materials.

The installation and distribution of all manufactured tile, marble and terrazzo accessories, including but not limited to, pre-slope shower pans, niches, blocks, curbs and sills.

The waterproofing, sealing and refinishing of tile, marble and terrazzo floors, walls and stairs.

The installation of floating floors made of interlocking tile, marble and terrazzo flooring systems and materials, including the installation of the foam mat underlayment. All support shall be performed by the Finishers.

The installation of 3D printed terrazzo tiles.

This work shall be limited to tasks that have not historically been performed by Mable Masons.

Robotics and Emerging Technologies – Tile layers and Tile Finishers

The installation, setup, positioning, calibration, loading, operation, cleaning and

maintenance of any robotic or mechanical device used for the installation of tile, marble and stone flooring, walls and surfaces. This work shall include, but shall not be limited to, the operation of robotic or other mechanical devices used for the preparation of surfaces to receive tile, marble and stone; the installations of any specified membrane waterproofing whether sheet, mastic or liquid; the application of setting beds of mortar, mastic or other adhesive setting materials; and the cutting, setting, aligning, laying, leveling, fastening, securing, grouting, filling, polishing, sealing, and cleaning required to install tile floors, walls and surfaces. The setup and handling of all materials required for the operation of any robotic or mechanical device used for the installation of tile, marble and stone flooring, walls and surfaces.

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/her 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 Tiler, 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.

Cement Masonry - Cement Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

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; and the operation of the cement floor finishing machines. The cement mason shall have the right to use all tools necessary to complete his/her work.

Plastering: Plastering shall consist of, but not be limited to, the following work procedures and installation of the following materials:

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 of 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, is the work of the plasterer.

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

The installation of marble, mosaic, Venetian enamel and terrazzo; the cutting and assembling of mosaics; the casting of all terrazzo in shops on jobs; all rolling of terrazzo work.

All scratch/brown coat on walls and ceilings where mosaic and/or terrazzo is to be applied shall be done by tile setters.

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, Dex-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 and also other work not considered a part 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/her work.

Cutting, assembling and installation of art ceramic and glass mosaic comes under the jurisdiction of the tile layers.

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. When no additional stone aggregate is added to the finished mixture, even though the surface may be ground, the work shall come under the jurisdiction of the terrazzo workers.

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.

Section 9: It is agreed that the work of the Finisher is paramount to the success of the Tile, Marble, and Terrazzo industries. This work is to include but not be limited to: tending, stocking, mixing mortar for the mechanic, preparatory waterproofing, sawing, grinding, grouting, polishing, installing waterproofing sealants and protective coatings, scaffold erection and dismantling, general cleanup, and such other work as Finishers have historically or traditionally performed, or preparatory or post-installation work Finisher may perform in the future.

In order to preserve an efficient job site, it is understood that mechanics are able to perform all duties of the Finisher when a Finisher is not available. Journey-level Employees shall have the responsibility to train apprentice Finisher in all aspects of their job when assigned.

It is recognized that the Finisher is a helper to three different trades, and journey-level Finishers may choose to pursue an apprenticeship as a Tile Setter, Marble Mason, or Terrazzo Worker (mechanics).

Section 10: 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.

ARTICLE II

UNION MEMBERSHIP AND HIRING

Section 1: 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 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 Tiler, Terrazzo Workers or Finishers excluding the Foreperson on all jobs when Local members are available.

Section 5: The Employer must first request from the UNION, members -journey level or apprentices - prior to hiring off the bank to be referred to their projects. If the UNION is unable (for any reason) to furnish the needed Employees 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. If an employer decides not to accept a future referral of certain Union Members, they may have a letter on file with the UNION identifying that individual by name and Social Security Number.

Section 6: 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"- Journey level UNION members seeking employment by non-signatory contractors for the purpose of organizing the unorganized. All salts will have completed a Union organizing class - such as COMET.

Section 7: All non-card carrying Journeyworker and transferring apprentice members, as a condition precedent to hiring, shall:

1. Be able to demonstrate their skill and occupational training by subjecting themselves to and passing a Trade Test devised by the Union and Employers to demonstrate the workman's competence and degree of training. The Trade Test will be administered and graded by a Local Examining Committee composed of three individuals selected by the Union and Employers. One member each shall be designated by the Union and Employers while the third will be a journey level member designated by the Joint Apprenticeship and Training Committee. Applicants or new members, upon completing the Trade Test, will be assigned

an apprentice rate or journey level competency for placement with a contractor.

Be site-evaluated and graded based on their level of ability by their Employer and/or Foreperson, Union Representative and/or Journey worker selected by the Union. After they are evaluated and graded, they will be assigned an apprentice rate or journey-level competency. Site-evaluations of new employees/members will take place within the first five days of employment. If the individual being site-evaluated would like to dispute the outcome of the evaluation they may, within 5 days of being notified of the results, request to be reexamined by the Training Center/JATC. Prior to the JATC evaluation the instructor of the corresponding craft will contact the job-site evaluator to discuss the results of the site evaluation. Until such time the reevaluation takes place the rate of the site-evaluation will stand. The evaluation conducted by the Training Center shall be final.

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 contractor/Owner working with his/her 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 (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 fifteen (15) day period following the due date of such payments. Furthermore, the UNION shall not man jobs for Employers who do not comply with any of these provisions pertaining to the Trust Funds.

ARTICLE IV - HOURS OF WORK

BREAKS-LUNCH

Section 1.

- A. Eight (8) or ten (10) hours between 6:00 A.M. and 6:00 P.M. shall constitute a day's work, and four(4) or five (5) such days, Monday through Friday, for a total of forty (40) hours, shall constitute a week's work. The work week shall also include Saturday as a make-up day providing the make-up day is mutually agreed upon between employee and employer. There shall be no more than one make-up day per week and make up days are not accumulative. Failure to work on a make-up day shall not be grounds for dismissal.
- B. Employees may VOLUNTARILY work up to 10 hours each regular work day for straight time pay. Any and all time REQUIRED by an Employer to be worked over and above the regular eight (8) hour 5-day work week, Monday through Friday or Ten (10) hour 4-day work week, Monday through Friday, shall be paid at one and one-half (1 1/2) times the regular hourly rate.

Section 2. There shall be a lunch break of not less than thirty (30) minutes each four (4) or five (5) hour period worked. A ten (10) minute break shall be allowed mid-morning and again in the afternoon..

Section 3. All hours worked before 6:00 A.M. and after 6:00 P.M., of eight (8) hours duration during a five-day work week, or ten (10) hours duration during a four (4) day work week and all hours over eight-hour shift during a five day work week, or ten-hour during a four (4) day work week Monday through Friday, shall be paid at one and one-half (1 1/2) times the regular hourly rate.

Section 4. 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 Employer prevents employees from starting work on any one or more of the regularly scheduled Monday through Friday workdays or prevents employees from working a full shift on any of said days, then Saturday, if mutually agreed upon between Employees and Employer, may be scheduled as a make-up day at the employee's regular straight time rates. On said Saturday, the straight time rate shall apply for the employee's first eight hours of work or upon completion of forty straight time hours of work for that week, whichever occurs first; one-and-one half (1-1/2) times the employee's regular straight time rate for all hours worked thereafter.

This provisions is designed to allow a Contractor the flexibility of "making-up" time during that same work week for time lost on his/her project(s) due to the causes listed, as well as to provide Employees the opportunity to secure additional work hours during that week which would not otherwise be made available to them. Also, by their terms, the provisions of Section 1 above must be applied on a project-by-project basis and it is not intended that said provisions will be

implemented or administered in such a manner wherein Employees will be rescheduled from a workday one duration to another on a daily basis

Section 5. Overtime worked during the week will be paid at one and one-half (1 1/2) times the regular hourly rate. All work on Sundays and Holidays will be paid at two (2) times the regular hourly rate (double time). Holidays cannot be used to justify a make-up day. All hours worked over twelve (12) in one day shall be double time. On second and third shift there will be no premium time on the eve of holidays.

Section 6. The Employer may require the employees to stay on the job site during their breaks, but may not require the Employee to stay at their workstation.

Section 7. It is agreed that no Owner can work overtime with the tools of the trade unless such EMPLOYER has hired Journeyworker or apprentice and such Journeyworker work with the EMPLOYER on such overtime work.

Section 8. Multiple Shifts. When so elected by the EMPLOYER, multiple shifts may be worked for 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.

- (a) First Shift: 6:00 A.M. to 6:00 P.M. 8 hours' work for 8 hours' pay
- (b) Second Shift: 7 1/2 hours' work for 8 hours' pay,
- (c) Third Shift: 7 hours' work for 8 hours' pay,

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 (7 1/2) consecutive hours exclusive of lunch period. On jobs where only night work (one shift between 6:00 PM and 6:00 AM) is possible, the employee shall work eight (8) hours, or ten (10) hours during a four (4) day work week, exclusive of lunch period, at straight time pay. If agreed to by EMPLOYER AND EMPLOYEE the work week utilizing second and third shift may start on Sunday night and end Friday morning.

Section 9. Emergency, Maintenance and/or Contract Work.

Emergency Work as covered by this Section is work that must be performed in order to keep a business or facility from becoming shut down or closed or to protect or enhance health and public safety.

Maintenance or Contract Work as covered by this Section is work that is performed on a facility or business during the hours that a facility or business is closed for scheduled maintenance or repair.

Any work that is deemed as emergency, maintenance or contract work can be performed at any time of a 24-hour day, and during the course of a seven-day week.

Employees will be asked to work during those special times but the employee has the right to refuse the work without fear of reprimand.

Employees shall be paid their set pay rate for all hours worked, within the first 40 hours of that said pay week, any hours after first 40 hours of said pay week shall be paid at employees pay rate plus one half. There will be no double time pay except for work performed on the day of a legal holiday.

An employee has the right to request a trade day (take a day off during Monday through Friday if worked during a Saturday or Sunday).

Section 3 of this Article shall not apply to this section.

Employer shall notify the Union, in writing, within 48 hours of the start of any project on which this section is utilized. Lack of written notification by the Employer shall invalidate this section for that specific project and the full contractual wage and fringe package, hours of work and working conditions shall apply.

Section 10. Standby Time. Whenever the Employer or his/her agent calls Employees to report for work and fails to put such Employees to work, or whenever an Employee reports for work at his/her 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/her 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.

ARTICLE V

HOLIDAYS

Section 1. The following days shall be recognized as Holidays: MLK Day, Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day. Memorial Day will be observed the last Monday in May. Any Holiday which falls on a Saturday shall be observed the preceding Friday. If the Holiday falls on a Sunday, the following Monday shall be considered the Holiday.

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 special approval from the UNION obtained forty eight (48) 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 the accompanying Wage Schedule.

ARTICLE VI

FOREPERSON / WORKING RULES

Section 1. Foreperson shall be members in good standing of the UNION. No Employee shall receive orders from any person other than the Foreperson or the Employer Representative.

Section 2. Both parties hereto agree that all orders to workers, including discharging them, shall pass from the employer or superintendent through the Foreperson or Employer representative.

Section 3. The hiring of all employees shall be done by the Employer unless the Foreperson is instructed to do so.

Section 4. The Employer will allow fifteen (15) minutes at the end of each day for Employees to clean and store their tools and materials. This should allow the Employee to begin leaving the work area immediately at the end of their shift. No Employee shall leave the work area prior to shift-end unless directed or permitted to do so by an authorized Employer representative.

Section 5. The Employer will attempt to provide a clean and dry rest area for breaks and lunches where food and drink can be consumed, recognizing that such facilities are frequently outside the Employer's control. On a case by case basis, the Employer and the Union and/or Employees may agree that the Employee's time for breaks and lunches will not begin until they arrive at their designated area.

Section 6. Employees will report to a commonly designated area (such as a gang box or dry shack) at the start of each shift to report and receive that day's tasks unless the Foreperson has previously directed otherwise.

ARTICLE VII

SUB-CONTRACTING AND PIECE WORK

Section 1. No Employer, his/her representative or tile or terrazzo mechanic shall bargain or contract work with each other to lay a designated number of feet or tile or terrazzo for the day's work, nor shall they bargain or contract that a tile or terrazzo mechanic do a certain piece of work in a designated time. This bargaining or contracting shall be looked upon as a piece work which is not subscribed to the parties signatory to this AGREEMENT.

Section 2. In the event any signatory Employer sublets all or any portion of the work covered by this AGREEMENT, said Employer agrees that the subcontract shall be made only to a subcontractor who has executed an AGREEMENT with the UNION signatory hereto and who employs one or more Employees.

Section 3. Any EMPLOYER who works with the tools must become a member of the UNION and report and pay fringe benefits contributions for each hour worked by any individual working with the tools pursuant to Article XII.

ARTICLE VIII

WAGES AND ENFORCEMENT

Section 1. WAGES: See Attached Wage Schedule

Section 2: Pay Day. 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 3: The Employer shall pay in full, weekly, based on individual company policies and procedures for hourly workers.

1. Each EMPLOYEE covered by this AGREEMENT shall be paid no later than quitting time on the fifth (5th) business day after the end of the weekly pay period. In the event that pay day falls on any holiday (whether recognized under this AGREEMENT or not) on which local banks will be closed, the EMPLOYER will make every effort to provide the EMPLOYEE with their pay checks prior to the holiday.
2. When an EMPLOYEE quits, is laid off or is fired, said EMPLOYEE shall be paid all wages due no later than next regular pay day either through regular pay channels or if requested by the EMPLOYEE, by mail.
3. For all time after the end of the eight (8) hour shift of the pay period that an employee waits for his/her pay, or the failure of the EMPLOYER to pay in accordance with Section 1, the regular rate of wages shall be charged to the EMPLOYER and paid to EMPLOYEES; provided that no more than eight (8) hours of waiting time in any one twenty-four (24) hour period shall be charged until such an employee is paid, unless due to emergency situation or other verifiable extenuating circumstances acceptable to the UNION.
4. Employees must submit any complaints regarding regular wages, overtime wages, or travel pay to the union within three pay periods for the date of the event prompting such complaints. Should the employer fail to make the necessary adjustments within two weeks from the date the complaint is filed, the employer will incur a penalty of an additional 5% of the owed amount for each week of delay, payable to the affected employee. Retroactive adjustments will be limited to a two-week period prior to the complaint submission date.
5. On a regular payday 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.

6. IN THE CASE OF NSF CHECKS, THE EMPLOYER SHALL PAY ALL BANK PENALTIES AND LOAN CHARGES CONNECTED THEREWITH TO THE EMPLOYEE.

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 Employees during working hours.

ARTICLE IX

TRAVEL, SUBSISTENCE AND SPECIALTY PAY

Section 1. Travel outside the free zone shall be reimbursed at the current IRS Standard Mileage rate, per day, round trip 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 35 miles of the edge will be reimbursed at the current IRS Standard Mileage rate per mile or \$10.00, whichever is greater.

Section 2. Subsistence for a project site that is 35 to 250 miles from the edge of the free zone shall be reimbursed at the rate of \$130.00 (2024) \$135.00 ((2025), and \$140.00 (2026) per day for five (5) days*. Travel will be reimbursed at the current IRS Standard Mileage rate per mile 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.

Section 3. Subsistence to project sites over 250 miles from the edge of the free zone shall be reimbursed at the rate of \$130.00 (2024), \$135.00 ((2025), and \$140.00 (2026) per day for seven (7) days.

Section 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.

Section 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.

Section 6. There shall be no pro-rated travel or subsistence allowed.

Section 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.

Section 8. Employees must be paid for going from one project to another during working hours and must not use any of their breaks or lunch period in making such change.

Section 9. Employees working on McNeil Island shall receive \$25.00 per day as travel expenses.

Section 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 Standard Mileage rate allowance and will be paid separately.

Section 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 35 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.

Section 12. Employees that use their personal vehicle to haul tools, equipment or materials for the contractor, shall receive \$45.00 per day for each day his/her truck is used in hauling material. The decision to use his/her truck shall be the exclusive right of the employee only. The Employee shall receive the truck allowance, only when transporting tools, equipment or materials for the convenience of the contractor.

Section 13. Employees will receive a specialty premium of \$1.00 per hour for each hour actually working with multi-component epoxy grout.

1. Terrazzo Workers (poured in place) will be paid in accordance with Schedule A (\$2.00 premium pay)
2. When a tile setter maintains a minimum of 2 ACT certifications, they shall get a premium pay (1.00), and if they maintain 4 ACT certifications on all projects per Schedule A (\$2.00 premium pay)
3. Any material greater than (surface) 5 (five) Square feet at/or 2 CM (centimeters) shall be paid a premium pay \$1.25 in accordance with Schedule A.

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

* If the Employee makes reservations or other commitments for lodging based on the expectation of working a five (5) day work week, the Employee will be made whole for expenses incurred if the duration is shortened.

ARTICLE X

APPRENTICESHIP

Section 1: In order to train sufficient skilled mechanics for the industry, the Parties to this Agreement recognize the necessity for and encourage the 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 (JATC) which are incorporated herein by reference.

Section 2: It is the purpose and intention of the parties to this Agreement that all apprentices, improver apprentices, and trainees shall receive on-the-job training and experience in the craft of Tiletsetting, Terrazzo, Finishing and related crafts.

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 JATC 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: 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 5: 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.

Section 6: Positively no apprentice shall be sent to work which will interfere or prohibit the Apprentice from attending school classes. All Apprentices sent to jobs lasting more than eight (8) hours shall be accompanied by a Journeyworker until said Apprentice has had two and one-half (2 1/2) years' experience at the trade. An Apprentice in the last 700 to 750 hours of training sent to start a job alone will be paid at the highest Journeyworker rate when working alone.

Section 7: All working conditions governing the employment of Journeyworker shall also apply to Apprentices.

Section 8: The minimum ratio shall be one Apprentice to five Journeyworker. In no case shall these ratios exceed one Apprentice to one Journeyworker.

ARTICLE XI

LOCAL AND INTERNATIONAL 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 to any 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 the 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.

ARTICLE XII

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 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) Health 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:
Bricklayers Local 1 Pension Trust Fund.
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).
- (NWA) Trade Pension will submitted to:
BAC SAVE Annuity and Optional Employee Contribution to the 401k Plan
(Seattle, WA).

Section 1: - VACATION – 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.

Every Employer shall make a deduction as set forth in the Wage Schedule 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 Plan and in effect as of June 1, 1998. This contribution is included with the hourly rate of wage as set forth in the Wage Schedule.

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 15th 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 Plan for transmittal to the Approved Administrator. Each remittance shall be accompanied by a transmittal form which will be made available for this purpose.

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.

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 the Wage Schedule 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 the Wage Schedule accompanying this Agreement for each compensable hour of employment by each Employee covered under this Agreement.

Fixed Local Employer Contribution Rate to the Annuity Plan and Optional Employee Contribution to the 401(k) Plan

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

Effective on June 1, 2024 the Employer will contribute per schedule "A" to BAC SAVE (annuity). If employees elect to contribute additional amounts out of their own pay, the Employer, upon appropriate employee authorization, will make or cause to be made pre-tax payroll reductions from participating employees wages, in accordance with each employees salary-deferral election. Contributions for 401(k) participants are due on or before the 15th day of the month following the month for which the contributions are withheld ("Due Date"), subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward the hourly contributions and any withheld sum to International Trowel Trades Fringe Benefit Funds or its successor at such time, and in such form and manner as required pursuant to the Plan and Declaration of Trust and the requirements of law. Each employee shall have the opportunity to change the amount of wages so deferred at intervals specified in the Plan and Declaration of Trust.

Section 4: APPRENTICESHIP - It is agreed that each Employer will contribute a sum as set forth in the Wage Schedule accompanying this Agreement for each compensable hour of employment by each Employee covered under this Agreement into the Independent Contractors and Bricklayers and Allied Craftworkers Local 1 Apprentice Training Trust. It is agreed that International Masonry Institute (IMI) will do all training for tile, terrazzo workers and finisher apprentices. IMI will be compensated at an amount determined by the Western Washington Masonry Trades Apprenticeship and Training Trust.

Section 5: Industry Fund. It is agreed that each Employer will contribute a sum as set forth in the Wage Schedule accompanying this Agreement for each compensable hour of employment by each Employee covered under this Agreement into the Independent Tile/Terrazzo Contractors and Bricklayers & Allied Craftworkers, Local 1 Industry Fund.

Section 6: The contributions as outlined in the Sections 1, 2, 3, 4 & 5 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 7: 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, , interest, attorney fees, and costs of collection pursuant to the written terms of the applicable trust agreements. 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 its Employees because of its 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 governing the Funds referred to in this Article.

Section 9: The UNION, at its option, shall be permitted to divert wage increases- as may be required to maintain or increase existing fringe level.

Section 10: 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 11: Bonding. The EMPLOYER agrees to maintain in full force during the life of this AGREEMENT a statutory contractor registration license bond in the amounts specified by the State. Bonding must be by State License. If the EMPLOYER is audited and found to be in violation of the Trust Fund and Vacation Fund Payments, he will be required to post an additional \$5,000 bond.

In the event the EMPLOYER is unable to obtain a performance bond required by this AGREEMENT, the EMPLOYER shall deposit a cash bond with bank of choice at UNION'S discretion, in the amount of five thousand dollars (\$5000.00)

Section 12: 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.

Section 13. EMPLOYERS signatory to this agreement will follow all Federal, State, and Local laws not legally waived by this agreement. This includes Washington State Paid Family and Medical Leave which shall be subject to the allocation of premium payments allowed by that statute.

ARTICLE XIII

ADDITIONAL FUND CONTRIBUTIONS

The EMPLOYER shall pay for each compensable hour earned by each employee working under the terms of this AGREEMENT, regardless of UNION membership, the following contribution rates to the following fund. SEE SCHEDULE "A".

ARTICLE XIV

SAFETY

PREAMBLE: 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 identify WISHA/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 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 of his/her regular wages and/or other benefits suffered as a consequence of performing the assignment.

Section 2: For the purpose of this ARTICLE only, the Safety Committee shall consist of one representative designated by the UNION and one representative designated by the EMPLOYER. In the event these two representatives fail to agree, the dispute shall be referred to the Joint Arbitration Board. The Safety Committee will have the authority only to investigate disagreements arising under this ARTICLE.

Section 3: When Employees are required to use Tile Saws, ear protection (beyond ear plugs) along with WISHA/DOSH approved respirators will be furnished by the Employer.

Section 4: All Employees must wear hard hats as required by WISHA/DOSH. Any Employee who reports to work without a hard hat in his/her possession shall not be permitted to start work. Employers may furnish hard hats first time employed.

Section 5: All BAC members covered under this agreement will be required to have a valid first aid/CPR card. 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.

ARTICLE XV

SUBSTANCE ABUSE

The Union and Independent Tile and Terrazzo Contractors are committed to achieving an alcohol and drug-free workplace. Alcohol and other drug abuse is a significant public health problem and has a detrimental effect on business and the labor community in terms of accidents, medical costs and workers compensation claims. Accordingly, the contractor has the right and obligation to maintain a safe, healthy and productive working environment. It is important that we all work together to establish and maintain a work environment free from the effects of drug and alcohol abuse. SUBSTANCE ABUSE POLICY PLEASE REFER TO ADDENDUM 1

ARTICLE XVI

REGISTRATION

Section 1: Every Employer, when requested, shall provide Washington State Industrial Insurance (or other, approved workers' 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 his/her 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 will not staff any project for an Employer that is not in strict compliance with this article. The UNION is required to notify its members in writing of any Employer that is delinquent in payment of any contribution required by this article or Agreement.

ARTICLE XVII

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, Foreperson, 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 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:

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.

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. 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: NO STRIKE/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 II 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 an Employer fails or refuses to make in whole or in part any payments required under this Agreement including all wages, fringe benefits or other contributions that have been established through bona fide collective bargaining.

ARTICLE XVIII

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: 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. The "no-strike" clause does not apply to such conduct nor does the "no-strike" clause prohibit the UNION from advising such employees to respect or refuse to work behind a primary picket line.

Section 3: 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 4: 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 including apprenticeship.

Section 5: 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.

ARTICLE XIX

WORK OUTSIDE OF JURISDICTION

Section 1. Any Employer engaged in Tile-Terrazzo and Marble work outside the geographical jurisdiction of this AGREEMENT shall register his/her jobs before starting to work with the Local UNION in the work area.

Section 2. When the Employer has any work specified in Article I of this agreement to be performed outside of the area covered by this Agreement and within the area covered by a standard Collective Bargaining Agreement of another affiliate of the International Union of Bricklayers and Allied Craftworkers, the Employer agrees to abide by the full terms and conditions of the standard Agreement in effect in the job site area with respect to all employees, wherever hired, who perform such work. If employees are sent to work on a project in an area where there is no local Agreement covering the work specified in Article II and Code 1 of the BAC International Constitution, the full terms and conditions of this Agreement shall apply.

ARTICLE XX

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 Joint Arbitration Board 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 XXI

MISCELLANEOUS BASIC PROVISIONS

Section 1. The UNION shall have the authority to appoint a shop steward on any job. No steward shall be discharged for the performance of his/her duties pertaining to UNION affairs. EMPLOYERS shall notify the UNION forty-eight (48) hours prior to termination of a shop steward. The business agent shall be permitted on all jobs where employees covered by this AGREEMENT are employed after properly checking in at the job site.

Section 2. It is agreed and understood between the 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. From time to time, a UNION representative will contact the EMPLOYER to conduct pre-job conferences. The EMPLOYER and UNION agree that the intentions of these conferences are to benefit the industry in both a short and long term capacity.

ARTICLE XXII

CONTRACT RESPONSIBILITY

Section 1: The 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: Whenever a Journeyworker Tile Setter has done imperfect work, as described by the contractor by phone, fax or mail, the UNION, within twenty-four (24) hours, shall select two people from labor and the contractor, within twenty-four (24) hours, shall select two from management to investigate, and if the complaint is found to be justified, the member shall be given the first opportunity to rectify said installation on his/her own time, and if this is not agreeable to all parties concerned, then the best mechanic available from the UNION shall be hired to rectify such

installation. This labor shall be paid for by the original installer, said amount required to be taken from his/her wages by his/her employer after proper notification.

Section 3: Any Journeyworker employee performing work covered under this agreement who is responsible for substandard work may be referred to the J.A.T.C. for trade test and Journeyworker upgrade instruction prior to being referred out for employment with contractors signatory to this agreement.

Section 4: All BAC members covered under this agreement will be required to have a valid First Aid/CPR card. 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) members are in attendance.

Section 5. – Each tile setter and finisher, both Journeyworker and apprentice, may be required to complete, not more than eight (8) continuing education hours each year per the contractor's needs.

ARTICLE XXIII

TOOLS AND EQUIPMENT

Section 1: Employees will provide their own hand tools. See Schedule E, including but not limited to the WAC 296-800-16020. Hand tools to be in a clean and useable condition that is acceptable to the Employer Representative.

Section 2: Protective equipment, including personal protective equipment for the 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/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 personal in nature and useable by the Employee of the project to include but limited to non-specialty safety glasses, ear plugs, safety shoes/boots and cold-weather outer wear. Shoes/boots or outer wear subject to hazardous contamination that cannot be worn safely off-site must be paid for by the Employer.

ARTICLE XXIV

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.

Section 2. Except as specifically limited herein, the EMPLOYER shall have the exclusive right to manage its business, to control and supervise all operations and direct all working forces, including but not limited to the right to select and hire, discipline, discharge or lay off, promote, transfer, or schedule employees to control and regulate the use of all equipment, materials, tools and other property of the EMPLOYER and to maintain discipline and efficiency among his/her employees. 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 XXV

DURATION

This Agreement shall be effective commencing June 1, 2024, and shall continue in full force to and including May 31, 2027, 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 by mutual consent. The parties may at any time mutually agree to change or amend any part of this Agreement, and such changes or modifications shall not affect the continuing nature of this Agreement.

Signed the _____ day of _____ 2024

LABOR

MANAGEMENT

ADDENDUM 1

SUBSTANCE ABUSE POLICY

Part 1- Purpose

The union and its contractor members are jointly committed to the goal of protecting the safety, health, and well being of our members and workers and all people who come in to contact with our workplace, job-sites and property, and/or use our equipment and services.

Additionally, the union and its member contractors are committed to the goal of creating and maintaining a productive and efficient working environment in which all workers have an opportunity to thrive and be successful.

Recognizing that drug and alcohol use/abuse pose a direct and significant threat to these goals, the union and its member contractors are jointly committed to providing a drug and alcohol-free work environment for all members and workers.

Part 2 - Drug Policy

The following rules represent our policy concerning illegal drug use and alcohol use. This policy serves as a mandatory minimum requirement for all contractor member Substance Abuse Programs. The minimum requirements as set forth in this policy must be implemented and adhered to by all contractor members. Additionally, the contractor member may implement procedures to this policy as required by their subcontract with any General Contractor. This policy is effective immediately and will be enforced uniformly with respect to all members, workers, and contractor members.

This policy shall be overseen and reviewed annually by the Joint Substance Abuse Committee. Any changes, modifications, or exceptions that are less stringent to this policy are at the sole discretion of the , Joint Substance Abuse Committee.

Section 1. Prohibited Substances: Workers are prohibited from reporting to duty, performing company services or entering company property or job site under the influence of illegal drugs or alcohol. A drug is defined as any substance that 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.

Section 2. Workers are prohibited from being under the influence of any prescription drugs or medications, which could, in any way, adversely affect the employee's alertness, reaction, coordination, response, or safety during working hours.

Section 3. Workers are prohibited from the use, possession, manufacturing, distribution, or sale of illegal drugs on company property or while performing company business. Such action will be reported to appropriate law enforcement officials.

Section 4. Workers are prohibited from bringing prescription drugs on to company premises except for those workers who have a drug prescribed in their name. Such drugs will be used only in the manner, combination, and quantity prescribed.

Section 5. Workers are prohibited from the use, possession, or sale of alcoholic beverages while on duty or on company property.

Section 6. 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 7. Contractor members will be responsible for all costs incurred for testing done at their request.

Section 8. Contractor members will provide training to supervisors in issues of substance abuse and to maintain a level of ongoing training to enable supervisors to recognize behavior and conditions indicating potential substance abuse.

Section 9. The use of medical marijuana in any form is prohibited for all workers. Any employee who tests positive for marijuana that is determined to be the result of using medical marijuana, will be subject to the same termination and employment procedures set forth in this policy.

Section 10. All workers agree, in accordance with the bargaining agreement, that contractor members are authorized, at their discretion, to report to the union the results of any drug and alcohol testing.

Part 3 - Procedures for Screening

Section 1. Effective January 01, 2024, Washington State employers shall comply with new State law regarding SB 5123 Pre-employment drug testing. Workers may 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 must be made to schedule testing for the first day.) The employee may not be eligible for re-testing or rehire.

Section 2. Contractor members may test workers prior to the start of any new jobs.

Section 3. Contractor members, at their discretion, may perform periodic random testing of all workers throughout the company on an annual basis.

Section 4. Random testing will be conducted under the following conditions: On-site testing will be implemented in accordance with Part 6, Section 1, Procedures.

Contractor members, at their discretion, may select random job sites for testing. Whereas all workers, union, and non-union, shall be tested. A lottery method of employee selection for testing may also be implemented so that all employees have an equal opportunity of being tested.

Workers selected must immediately submit to drug and alcohol testing as required by the contractor member. Failure to submit to testing in a timely manner as agreed, or refusal to submit to testing will be grounds for termination.

If any worker tests positive, he/she will be terminated. See Part 7 “Rehire Conditions”, a worker who has been terminated as a result of failing his or her drug test described in this section. See sample “Agreement for Continuation of Employment”.

Workers who comply with the Federal DOT Random Drug and Alcohol Testing requirements may be exempt from the random drug-testing portion of this policy.

Part 4 - Probable Suspicion or Accident Involvement

Section 1. Probable suspicion means suspicion based on specific personal observations that a contractor member or union representative can describe concerning the appearance, behavior, speech or breath odor of the employee. Probable suspicion must be documented at or near the time of the observation. Every effort should be made that observations are be witnessed by two (2) individuals, one of whom should be a supervisor who actually observed the workers behavior.

Any worker, who is involved in an accident or sustains or causes an injury requiring medical treatment and/or time-loss, may be required to submit to a drug and alcohol test. Being involved in an accident that causes property damage or an unsafe job related activity that poses a danger to the worker or others may be sufficient to establish probable suspicion.

Section 2. Contractor members may elect to transport an employee consenting to testing to the hospital, laboratory or collection site. After testing is completed, the worker will be transported back to his/her residence or vehicle.

Section 3. If the test results are negative, the worker will immediately be reinstated in his/her previous position, with full back pay based on the regular work schedule, and no further action will be taken.

Section 4. Should the test results be positive, the worker will be terminated without pay except for actual time worked on the day that the test was conducted. Workers have the right to obtain test results from the testing facility.

Section 5. If any worker tests positive, he/she will be terminated. See Part 7 “Rehire Conditions”, an employee who has been terminated as a result of failing his or her drug test described in this section. See sample “Agreement for Continuation of Employment”.

*Part 5 - **Consent and Transportation Procedures***

Section 1 Contractor members shall inform a worker that because of reasonable suspicion or an accident and in accordance with the Substance Abuse Policy, they are to submit to a drug and/or alcohol test.

Section 2. The worker shall be provided supporting documentation and/or a copy of the Accident Report indicating employee involvement in the reportable on-the-job accident or that reasonable suspicion exists. Because of the observation or report of the employee's behavior, it is necessary to verify the workers physical capability at that point in time. The worker will be asked whether he/she is aware of any medical condition which may cause the behavior or if he/she has been taking any prescription or non-prescription medication which may affect safe and/or efficient job performance.

Section 3. Any witnesses shall state what they actually observed, but refrain from making statements about possible causes of the behavior or making judgmental conclusions.

If the worker refuses to promptly take the exam/test or sign a consent form:

1. It shall be understood that the request to sign the form and take the exam/test is mandatory.
2. If there is a misunderstanding, the instructions shall be explained again.
3. A second request to sign the consent form and take the exam/test will be provided.
4. It shall be communicated to the workers that failure to comply with the order constitutes insubordination resulting in termination.
5. If the employee continues to refuse, he/she will be terminated.

Section 4. Contractor members shall arrange for transportation and accompany the worker to the exam/test site. At the conclusion of the exam/test, contractor members shall transport the employee in accordance with Part 4, Section 3.

Part 6 - Testing Procedural Safeguards

Section 1. Contractor members 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 worker 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 the contractor member and the worker's designated qualified laboratory. Re-testing shall be performed at the worker's expense. In the event of conflicting results, contractor members may require a third test. Should the results of this test be positive, the employee will be terminated. In the event of negative test results on the re-tests, contractor members shall pay for the re-tests and any lost wages as per Part 4, Section 4.

Section 3. Any urine samples that are determined to be chemically altered shall be considered positive and the employee is subject to immediate termination without the opportunity for an Agreement for Continuation of Employment. If a urine sample cannot be analyzed because of dilution, a re-test may be required or it may be considered to be a positive test result. A second diluted sample shall be considered positive. A dilute/positive test or refusal to submit a re-test will be grounds for termination.

Section 4. Any worker, who successfully challenges a positive result and in turn has the same test result in being negative, shall be reimbursed for the costs associated with challenging the test.

Part 7 - Rehire Conditions

If a worker is terminated as a result of a positive test or refusal to submit to a test, the worker, at the contractor member's discretion, may be eligible for rehire under the following rehire status.

Rehire status, as a result of a termination for a positive test or refusal to submit to a test, shall result in the loss of all accrued seniority, employment status and other benefits. For all purposes, the worker shall be treated as a "new hire". Eligibility for rehire is not a guarantee of employment at any time. All eligible rehires shall sign and agree to the terms of an Agreement for Continuation of Employment.

Voluntary Admittance

Should an employee voluntarily admit to a substance abuse problem, the worker may not be terminated. If not terminated, the worker will be suspended without pay until a contractor member approved Substance Abuse Counselor has made an evaluation. Should this evaluation require participation in a rehabilitation program, the worker, at the discretion of the contractor member, may be permitted to return to work only if the worker signs and agrees to an Agreement for Continuation of Employment.

Non-eligible Rehire Conditions

Any urine samples determined to be chemically altered or tampered with, shall be considered positive and the worker is subject to immediate termination without the opportunity for an Agreement for Continuation of Employment. Additionally, if it is determined that any worker has made an attempt to circumvent this policy or testing procedures and protocols, he/she is subject to immediate termination without the opportunity for an Agreement for Continuation of Employment.

Agreement for Continuation of Employment

As part of the worker's commitment to remain free of alcohol and drug use, it is understood that the worker's continuation of employment by the contractor member is based upon and constrained by the following terms and conditions: Contractor members may modify the terms as necessary to help ensure the successful continued employment of the worker.

1. The worker must submit to evaluation of potential alcohol or drug problems by a Substance Abuse Counselor. The contractor member must approve of the Substance Abuse Counselors before any evaluation is accepted.
2. The worker must agree to participate in all rehabilitation treatment recommended by the counselor performing the evaluation.
3. The worker must authorize the evaluation counselor to provide a copy of the rehabilitation treatment recommendations to the contractor member
4. The Substance Abuse Counselor must agree to closely monitor the workers attendance at all required sessions. The Substance Abuse Counselor will notify the contractor member of the worker's failure to satisfactorily attend treatment sessions. Any failure of the worker to adhere to the program for treatment will lead to termination of employment.
5. In the event the worker is absent from work during the period of rehabilitation treatment, he/she may be subject to alcohol or drug testing with or without notice.
6. During the period of the rehabilitation treatment as prescribed by the Substance Abuse Counselor, contractor members may randomly test the worker for alcohol and drug use. Such random tests will not exceed eight (8) random tests during a twelve (12) month period. However, such random tests are in addition to any drug and alcohol testing that may be in accordance with contractor member Substance Abuse Policy, such as, company wide random testing, pre-employment testing, probable suspicion or general contractor requirements. It will be considered a voluntary quit without an option for rehire if an employee refuses to submit to testing or if the employee tests positive for drugs or alcohol during this period.
7. It is understood that this agreement is a one-time offer. Failure to adhere to this agreement will be considered a voluntary quit without the option for rehire.

This Agreement is voluntarily entered in by the worker and in consideration for continuation of employment; the above conditions are hereby agreed to.

Employee

Date

Supervisor

Date

Wage Implementation Schedule

Scheduled Increases

June 1, 2024 through May 31, 2027

Increase Total Hourly Package as follows:

TILE LAYERS / TERRAZZO WORKERS & FINISHERS

June 01, 2024	\$3.15
June 01, 2025	\$3.10
June 01, 2026	\$3.10

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

TILE SETTERS

WAGE & BENEFIT PACKAGE

Effective June 1, 2024, through May 31, 2025, the following basic wage rates will prevail:

<u>Journey Level Wage Scale</u>
\$47.83

Forepersons overseeing 5 or more workers shall receive a minimum of 2.5% above wage scale. Additionally, forepersons who complete Foreperson Training shall receive a minimum of 4% above wage scale. Forepersons who complete the Supervisor Certification Program and Foreperson Training shall receive a minimum of 5% above wage scale. All training and certifications shall be obtained or verified through the Western Washinton Masonry Trades program.

APPRENTICE WAGE SCALE			
Level	OJT Hours		
60%	1000	6 months	\$28.70
65%	1000	6 months	\$31.09
70%	1250	9 months	\$33.48
75%	1250	9 months	\$35.87
80%	1000	6 months	\$38.26
90%	750	6 months	\$43.05
95%	750	6 months	\$45.44

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

Tile Setters • Terrazzo Workers	Deduction (per hour)
Vacation	\$1.00
Journey Check-Off Dues	(Local 2.13 + IU 0.66) \$2.79
Apprentice Check-Off Dues	(Local 1.64 + IU 0.66) \$2.30

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

BENEFIT REMITTANCE	APPRENTICES	JOURNEYPERSONS
Health and Welfare	\$8.00	\$8.00
Local Pension	\$5.35	\$6.50
International Pension (Includes \$0.40/\$0.80 P.P.A.)	\$0.90	\$1.80
Local Apprenticeship Trust Fund	\$0.90	\$0.90
BAC WTPPF Promotion	\$0.06	\$0.06
LMCC	\$0.17	\$0.17
RSP Annuity	\$0.25	\$0.25
Total Fringes	\$15.63	\$17.68

TOTAL HOURLY PACKAGE: **\$65.51**

PREMIUM PAY: 2 A.C.T. certs = \$1.00 per hour. 4 A.C.T. certs = \$2.00 per hour. Multi component epoxy grout = \$1.00 per hour.

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 15th day of the following month.

Schedule "A" Continued

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

TERRAZZO WORKERS

WAGE & BENEFIT PACKAGE

Effective June 1, 2024, through May 31, 2025, the following basic wage rates will prevail:

Journey Level Wage Scale
\$49.83

Forepersons overseeing 5 or more workers shall receive a minimum of 2.5% above wage scale. Additionally, forepersons who complete Foreperson Training shall receive a minimum of 4% above wage scale. Forepersons who complete the Supervisor Certification Program and Foreperson Training shall receive a minimum of 5% above wage scale. All training and certifications shall be obtained or verified through the Western Washinton Masonry Trades program.

APPRENTICE WAGE SCALE			
Level	OJT Hours		
60%	1000	6 months	\$29.90
65%	1000	6 months	\$32.39
70%	1250	9 months	\$34.88
75%	1250	9 months	\$37.37
80%	1000	6 months	\$39.86
90%	750	6 months	\$44.85
95%	750	6 months	\$47.34

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

Tile Setters • Terrazzo Workers	Deduction (per hour)
Vacation	\$1.00
Journey Check-Off Dues	(Local 2.19 + IU 0.68) \$2.87
Apprentice Check-Off Dues	(Local 1.72 + IU 0.68) \$2.40

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

BENEFIT REMITTANCE	APPRENTICES	JOURNEYPERSONS
Health and Welfare	\$8.00	\$8.00
Local Pension	\$5.35	\$6.50
International Pension (Includes \$0.40/\$0.80 P.P.A.)	\$0.90	\$1.80
Local Apprenticeship Trust Fund	\$0.90	\$0.90
BAC WTPPF Promotion	\$0.06	\$0.06
LMCC	\$0.17	\$0.17
RSP Annuity	\$0.25	\$0.25
Total Fringes	\$15.63	\$17.68

TOTAL HOURLY PACKAGE: \$67.51

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 15th day of the following month.

Schedule "A" Continued

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

FINISHERS

WAGE & BENEFIT PACKAGE

Effective June 1, 2024, through May 31, 2025, the following basic wage rates will prevail:

Journey Level Wage Scale
\$39.11

Forepersons overseeing 5 or more workers shall receive a minimum of 2.5% above wage scale. Additionally, forepersons who complete Foreperson Training shall receive a minimum of 4% above wage scale. Forepersons who complete the Supervisor Certification Program and Foreperson Training shall receive a minimum of 5% above wage scale. All training and certifications shall be obtained or verified through the Western Washinton Masonry Trades program.

APPRENTICE WAGE SCALE			
Level	OJT Hours		
60%	1000	6 months	\$28.70
65%	1000	6 months	\$31.09
70%	1250	9 months	\$33.48
75%	1250	9 months	\$35.87

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

Finishers	Deduction (per hour)
Vacation	\$1.00
Journey Check-Off Dues	(Local 1.83 + IU 0.56) \$2.39
Apprentice Check-Off Dues	(Local 1.68 + IU 0.56) \$2.24

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

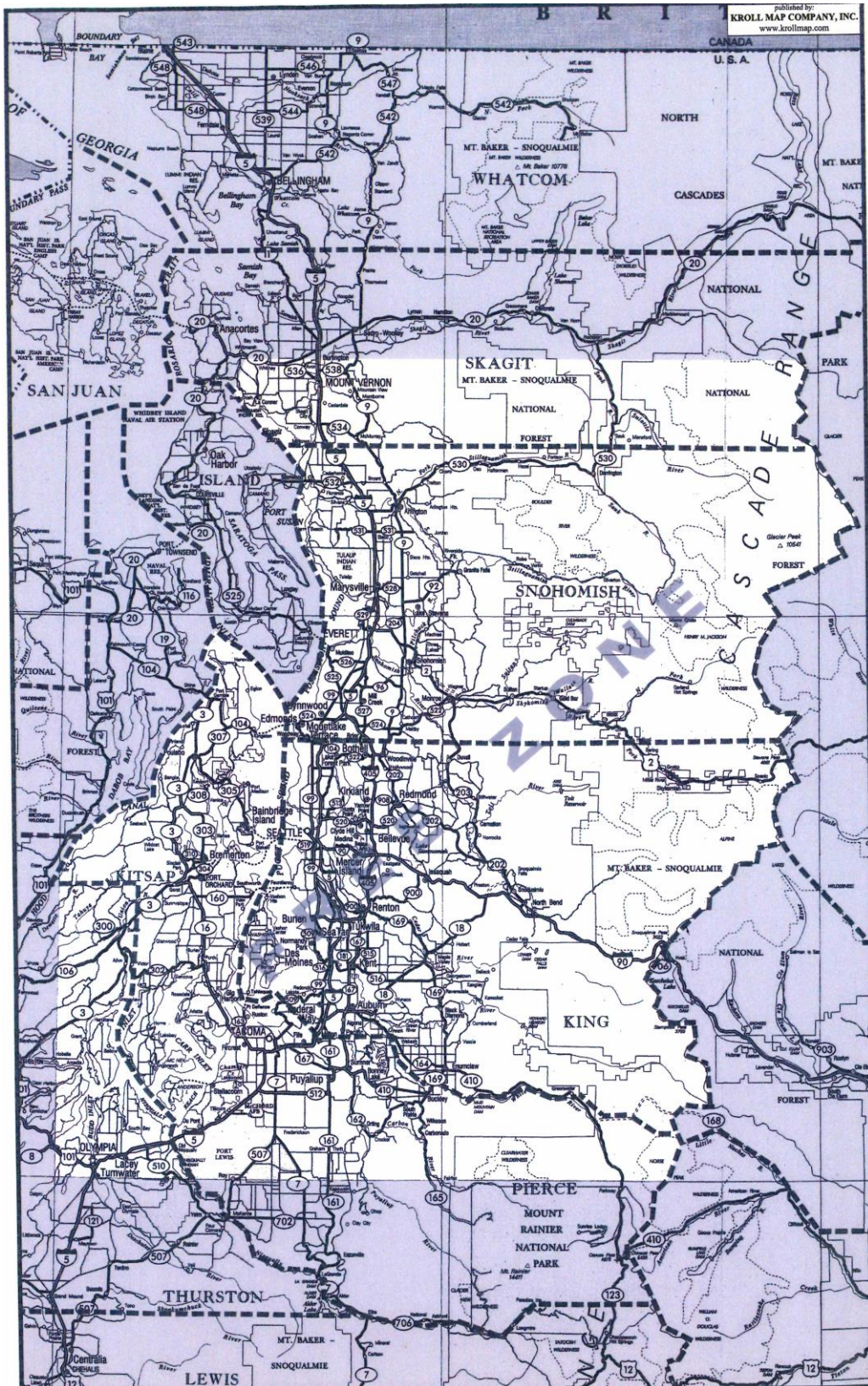
BENEFIT REMITTANCE	APPRENTICES	JOURNEYPERSONS
Health and Welfare	\$8.00	\$8.00
Local Pension	\$5.45	\$6.50
International Pension (Includes \$0.40/\$0.60 P.P.A.)	\$0.90	\$1.35
Local Apprenticeship Trust Fund	\$0.90	\$0.90
BAC WTPPF Promotion	\$0.06	\$0.06
LMCC	\$0.17	\$0.17
RSP Annuity	\$0.25	\$0.25
Total Fringes	\$15.73	\$17.23

TOTAL HOURLY PACKAGE: FINISHERS \$56.34

PREMIUM PAY: 2 A.C.T. certs = \$1.00 per hour. 4 A.C.T. certs = \$2.00 per hour. Multi component epoxy grout = \$1.00 per hour.

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 15th day of the following month.

FREE ZONE MAP



Schedule E

Tools

- A. Journeyperson Ceramic Tile Layer shall provide themselves with the following Hand Tools* but not limited to :

Manual cutting board (Ability to cut 12"x24" Tile)	Levels (not to exceed 4')
Measuring Tape (Up to 25')	Straight edges (not to exceed 5')
All trowels for standard installation	Marking tools
Rub Stone	Kneepads
Razor knife	Squares
Tile nippers	Hand broom

- B. The Employer should provide the following tools, consumables, and specialty equipment but not limited to:

All tools and equipment that require a power source	All power accessories ie. GFI, power cords, 3-way power adaptors
Sponge	GPT* Tools and equipment
All cutting blades	
Diamond coring tools	

*A hand tool is any tool that is powered by hand rather than a motor and does not use electricity.

* Gauged Porcelain Tile and Gauged Porcelain Tile Panels/Slabs