

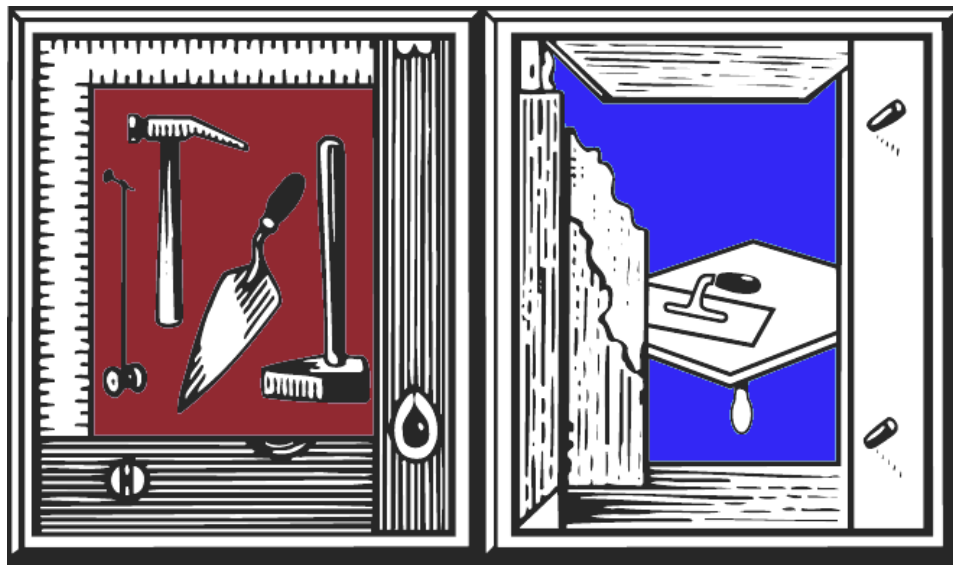
AGREEMENT

BY AND BETWEEN

INTERNATIONAL UNION OF BRICKLAYERS AND
ALLIED CRAFTWORKERS LOCAL 1
WASHINGTON AND ALASKA

AND

INDEPENDENT MASONRY CONTRACTOR



EFFECTIVE

JULY 1, 2023 THROUGH JUNE 30, 2026

**INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 1 WASHINGTON/ALASKA
AND
INDEPENDENT MASONRY CONTRACTOR
ALASKA AGREEMENT JULY 1, 2023 – JUNE 30, 2026**

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PREAMBLE

THIS AGREEMENT between the Independent Masonry Contractor , and International Union of Bricklayers and Allied Craftworkers Local 1 Washington and Alaska. within the legal boundaries of the State of Alaska.

PURPOSES

It is the purpose of this Agreement to provide a document which can form the basis of a collective bargaining agreement between Employers and Unions thereby assuring a supply of competent and capable persons for the performance of the work undertaken by Employers maintaining the continuity of employment to the persons employed, preserving amicable labor-management relations, eliminating work stoppages, and delays in the prosecution of all work undertaken by Employers, improving the competitive position of the organized sector of the construction industry and recording the terms of agreement with respect to rates of pay, hours of work, and other conditions of employment arrived at through the process of collective bargaining.

ARTICLE I PARTIES AND COVERAGE

SECTION 1- PARTIES

The term "Union" shall refer to International Union of Bricklayers and Allied Craftworkers Local 1 Washington and Alaska.. The term Independent Masonry Contractor "Independent Contractor" shall refer to any Masonry or Tile Contractor or any other contractor that performs any type of masonry or tile work who becomes signatory to this agreement.

SECTION 2 - UNION RECOGNITION AND EMPLOYEE COVERAGE

The Employers recognize the Union represents a majority of their Employees on building, marine, offshore, heavy and highway construction jobs, who perform work within the jurisdiction of the Union and this Agreement, 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. It is specifically recognized that this Agreement also applies to Employees who load and unload barges or other carriers of the Employer's materials and equipment at landing facilities serving the Employer's projects.

SECTION 3 - EFFECT OF OTHER AGREEMENTS

Provisions of National Union Agreements or specific Project Agreements that the Employer is signatory to and which may conflict or differ with the terms of this agreement shall take precedence.

SECTION 4 - SUBCONTRACTING - UNIFORM CONDITIONS

- a) The Employer is entitled to subcontract work on any project or undertaking as subject to the terms set

out below .

- b) The Employer agrees to attempt to subcontract work covered by this Agreement to subcontractor(s) under contract with the signatory Union where such subcontractors are available and where bid(s) by such subcontractors are deemed by the Employer to be competitive.
- c) The Union and Employers agree to bind a subcontractor by the terms of this Agreement on that work performed for the Employer on an individual project, without binding the subcontractor to the Agreement on any other work for the Employer or any other Employer.
- d) Whenever the Employer is obligated to satisfy DBE-WBE recruiting requirements, the Union and the Employer mutually agree to waive all restrictions on subcontracting contained in this Section in the event the Employer and Union are unable to find qualified, competitive Union minority subcontractors.
- e) When potential qualified Union subcontractors are not available in the locality of the job site to perform the work and/or where the Employer receives no competitive bids from the Union subcontractors, the Employer and the Union will confer and may mutually agree that any restrictions on subcontracting contained in this Section are fully waived.
- f) For the purpose of interpretation and application of this Section, the Employer is entitled to designate a bid by a subcontractor as uncompetitive when it is not the lowest bid.
- g) No provision of this Section or any other Article or Addendum to this Agreement shall be construed or applied by any party, person or entity to require the Employer to be responsible under any circumstances for the observance or nonobservance of any provisions of the Agreement by any subcontractor utilized by the Employer who 1) agrees to observe the terms of this Agreement (or any portion of this Agreement) or 2) who refuses to accept this Agreement (or any portion of it) or abide by its terms.

SECTION 5- FAVORED NATIONS

If the Union enters into any Agreement with any individual Employer or group of Employers performing work on any project or in any geographical area covered by the terms of this Agreement and that Agreement provides for more favorable wages, hours or conditions to any other Employer, the Employers signatory hereto, after sending written notice of such intention, shall be afforded the privilege to adopt such advantageous terms and conditions with respect to that geographical area and/or project(s).

The Union will provide the Independent Masonry Contractor with a true copy of any agreement signed by any Employer that covers work recognized as field construction work that differs in any material way from the working terms and conditions or wages contained in this agreement within five (5) calendar days of such signing.

SECTION 6- TRADES JURISDICTION

This Agreement covers the work performed by the bricklayer, stonemason, marble mason, cement block layer, pointer, cleaner, caulker and any work which has historically or traditionally been or may in the future become work of the bricklayer, stonemason, marble mason, cement block layer, pointer, cleaner, caulker, or any work in all forms of construction, maintenance, repair and renovation within the scope of brick masonry, stone and marble

masonry, block masonry or refractory and acid resistant masonry, whether performed at the job site or prefabricated on or off the job site. The following trades shall consist of, but not be limited to, the following work procedures and installation of the following materials:

- Brick Masonry - consists of the laying or installation of any brick made of any material, vitreous, burnt clay, cement, glass, adobe, cinder, shale, metal, or any substitute material of any size, shape or weight, the application of thin brick veneer, cultured stone, and terra cotta regardless of the method of application and the fabrication and setting of all brick panels, whether fabricated on or off the job site.
- Block Masonry - consists of the laying or installation of any block made of any material, vitreous, burnt clay, cement, glass, adobe, cinder, shale, metal or any substitute material of any size, shape or weight and regardless of the method of application and the fabrication and setting of all block panels and block and beam floor systems, whether fabricated on or off the job site such as operating of block laying machines in plants.
- Precast Masonry - consists of the laying, erection or installation of any precast material made from any material of any size, shape or weight and regardless of any method of installation, cementation, mechanical, bolted, welded or other means and the erection of precast fireplaces or any other type of precast products used as substitutes for brick masonry, block masonry or stone masonry, and the pointing, caulking and cleaning of same.
- Stone Masonry - consists of the laying or installation of granite, marble and any stone, natural or artificial, made from any material, of any size, shape or weight and regardless of the method of erection, installation, cementation, mechanical, bolted or welded, provided qualified members are available for employment, and includes the placing of stones in precast panels, consists of laying rip-rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects, and customarily called "stone" in the trade). Stone Masonry shall also consist of cutting all shoddies, broken Ashlar or random Ashlar that is roughly dressed upon beds and joints, and range Ashlar not over ten inches in height; the dressing of all jibs, corners and ringstones that are roughly dressed upon the beds, joint or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.
- Refractory and Acid Resistant Masonry - consists of, but is not limited to, the laying out of, dipping, setting, buttering, bedding, hanging, pointing, grouting, caulking, cutting, toothing, fitting, plumbing, aligning, laying, flagging, leveling installing of gaskets and expansion joint materials, grinding, vibrating, tamping, guniting, pouring, ramming, plastering, pounding, insulating, spraying and tear out of all refractory and acid resistant materials (tear out may be by composite crew), including Petro-Chemical, by all means including bolting and welding, ceramic welding, removal and cleaning of masonry materials to be reinstalled, final sandblasting of surfaces to receive refractory materials, installation of chemical coatings, dumping and troweling of castables, fire-proofing, and membrane materials, and cleaning of coke oven walls, chambers and flues. This includes all new refractory construction, all refractory maintenance and repair projects, and on-going plant refractory

maintenance traditionally or historically performed by members of the International Union of Bricklayers and Allied Craftworkers in industrial plants such as, but limited to, mining facilities, manufacturing plants, power plants, iron and steel production facilities, nonferrous metal production facilities, glass plants, paper mills, cement plants, petro chemical plants, refineries and synthetic fuel manufacturing facilities, and furnaces, glass tanks and boilers in ships.

- **Marble Masonry** - consists of the cutting and setting of all marble, cultured marble, slate including slate back boards, stone, alabaster, carra, sanl-onyx, vitrolite, and similar opaque glass, scagliola, marbleite, and all artificial, imitation or case of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish, honed or sand finish; also the cutting and fitting of above materials after same leave mills or shops, as well as all accessories in connection with such work, and the laying of all marble tile, slate and terrazzo tile, cultured marble and corian. In addition to the work jurisdiction in this Agreement, it shall also include the erection or installation of interior or exterior marble, slate or stone work customarily set by the trade, both natural and artificial, in any public or private building anywhere within the territory governed by this agreement.

- **Caulking** - Sealant Installers prepare, apply and finish-joint elastomeric materials such as acrylic latex, single component polyurethanes, multi-component polyurethanes, modified sealants, silicones and epoxies, or any substitute for these materials, to seal construction, expansion and contraction joints, isolation, control or butt joints, static or dynamic joints, or any other joint between components or substrates of a similar or dissimilar nature such as, but not limited to, brick, block, stone, glass, porcelain, painted or lacquered surfaces, plastics, milled finished aluminum, anodized aluminum, aluminum panels, copper, steel, stainless or galvanized steel, wood, tile, concrete, structural glazing and curtain walls, (C.I.P., P.C., G.F.R.C.) and E.F.I.S. systems to provide an effective barrier against the passage of the elements.

- **Other Work** - includes sand blasting, sewers, manholes, The handling and placing of all reinforcing steel in masonry construction such as brick, block, stone refractory anchoring systems and fireproofing material for furnaces, heaters, boilers, stacks, ducts and structures including beams, columns and vessel skirts shall be work covered by this agreement. The grouting of all masonry by any means shall be the work of members of the I.U of B.A.C.

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

The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with the setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or

repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

It will be understood that word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x 20"x 2", except quarry tiles larger than 9"x 9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

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

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

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

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

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

- In addition, such other construction work in this area that traditionally has been done, as is the custom and practice, of bricklayer, stone mason, block layer, cleaner, pointer, caulker, corklayer, marble mason, chemical worker and refractory mason member of this Union shall be the work of members of the I.U. of B.A.C.

- In addition, all other assignments mutually agreed upon between the Employer and the Union on any other products or systems related to the scope and type of work covered by this agreement which may be used

in the future are determined by these parties to fall within the work jurisdiction of this agreement.

- Restoration - The removal, replacement, repair or in-place restoration of all materials listed above. In addition, repairing and patching all concrete structures, lead abatement, and chemical paint removal stripping of all types of paint. Pointing, caulking and cleaning of all types of masonry, caulking of all frames encased in masonry or brick, block or stone structures, including all grinding and cutting out of such work and steam cleaning, also the use of special mortars in addition to portland cement mortars such as, but not limited to, epoxies, plastics, etc.
- Welding - All welding of precast panels, brick, concrete, marble, granite, limestone, or other masonry materials, or masonry materials encased in metal frames, whether or not preassembled, shall be done by members of the I.U. of B.A.C.
- Cement Masons - The laying out, screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights. The cutting of all cement and concrete for patching and finishing; the bush hammering of all concrete when cast in place; the operation of cement gun, the nozzle and the finishing of all material applied by the guns, also the operation of the cement floor finishing machines. The cement mason shall have the right to use all tools necessary to complete his work.
- Plastering - The installation of exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent materials; artificial marble work, when applied in plastic form; composition work in all its branches; the covering of all walls, ceilings, soffits, piers, columns or any part of a construction or any sort when covered with any plastic material in the usual methods of plastering; the casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks. All cornices, molding, coves and bull nose run in place on rods and white-mortar screeds and with a regular mold, and all substitutes of any kind, when applied in plastic form with a trowel, or substitute for same, are the work of the plasterer.
- Other Trades and Jurisdictions referenced in CODE 1 of the Constitution and By-Laws of the International Union of Bricklayers and Allied Craftworkers.

ARTICLE II REFERRAL OF PERSONS

SECTION 1 - REFERRAL HALL

The Union agrees to maintain a referral hall and to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workers. The Employers agree to exclusively use the services of such referral hall and will call upon the Union to furnish all the qualified workers they may require in the classifications herein mentioned, subject to the following terms and conditions. Except that if the Union has not supplied sufficient qualified workers within seventy-two (72) hours of the Union's receipt of an Employers request that Employer may solicit applicants from any source subject to compliance with Article III, Section 1 - Union Security. Employer work calls

must be submitted on a regular workday, Monday through Thursday between the hours of 8:00 a.m. to 3:30 p.m. The seventy-two (72) hour exception does not apply to work calls placed over the weekend or after 3:30 p.m., on Monday through Thursday.

SECTION 2 - UNION NOTIFICATION

Whenever the Employer requires Employees, they shall notify the Union office either in writing or by telephone, stating the location, starting time, anticipated work schedule, approximate duration of the job, the type of work to be performed, and the total number of Employees required.

SECTION 3 - SELECTION OF APPLICANTS

Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

SECTION 4 - EMPLOYER REJECTION OF APPLICANTS

The Employer retains the right to reject any job applicant referred by the Union, in which event the Union shall refer another applicant. Should an Employer reject an applicant, a legitimate reason shall be given in writing to the Union. Failure to comply with this provision shall necessitate a four (4) hour show up time, which shall be paid to the rejected Employee. After the initial rejection, the Union will have twenty-four (24) hours to refer applicant(s). The time referred in this Article (24 hours) shall start over upon such rejection(s).

SECTION 5 - DRUG AND ALCOHOL SCREENING

Workers required by the Employer to take a pre-employment drug and alcohol screening will not be on the payroll of the Employer during drug and alcohol screening. If the Employee is put to work while they are awaiting the results they will be paid for time worked. The Employer will pay for all drug and alcohol screening.

SECTION 6- REGISTRATION & OPERATION OF REFERRAL HALL

It is understood that recognition for experience in the construction industry and residency within the geographical jurisdiction of the involved local Union will be given.

SECTION 7 - REGISTRATION

Registration or re-registration of applicants for referral shall be accepted by the Union during its customary hours. All applicants shall be registered in the order of time and date of registration. To remain on the registration list, an applicant for referral must renew their registration not later than thirty (30) days from the date of their last registration or re-registration. Registration or re-registration and placement on the appropriate list shall be in person, emailed or by registered letter.

There shall be one of the out-of-work list, for union workers. . All workers shall be registered on the appropriate list. Each applicant for referral shall be required to furnish such data records, names of Employers and length of employment and licenses as may be deemed necessary and each applicant shall complete such forms or registrations as shall be submitted to them. Applicants for employment shall also list any special skills they may possess.

SECTION 8 - REFERRAL OF WORKERS

- a) The Union shall retain the right to discipline its members at all times. No Employee shall be discriminated against by the Employer for upholding Union principles, and any Employee who works under the instructions of the Union, or who serves on a Committee, shall not lose their position or be discriminated against for this reason.
- b) When applicants are referred to the jobs by the Union, such referral shall be on a non-discriminatory basis, not affected by Union membership or non-membership, age, sex, race, creed, color, or national origin.
- c) The Employer retains the right to reject any job applicant referred by the Union, but shall not discriminate because of Union membership or non-membership, age, color, creed, sex, or national origin.
- d) Every Employer working in this jurisdiction shall hire a reasonable percentage of local craft workers at not less than seventy five percent (75%) of the masons excluding the Foreperson on all jobs when local members are available.
- e) Separate lists will be established and maintained for apprentice workers, and referrals shall be made on the same basis as that for journey level workers except that the experience conditions set out in Article II, Section 1 of this Agreement shall, as to apprentice workers, not be applicable or required.
- f) The Employer must first request from the Union, journey level members 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 (72 hours), then the Employer may hire off-the-bank suitable Employees to man the project, per Article IV, Section 1. If an Employer decides not to accept a future referral of certain Union members, they shall have a letter on file with the Union identifying that individual by name and social security number.
- g) It shall not be a violation of this Agreement for any Employee covered hereby to refuse to pass a sanctioned picket line.

Also, both the Employer and the Union recognize the importance of organizing and that any attempts to weaken

the open-shop, merit-shop (non-union) sector will be in the best interest of both the Union and its signatory contractors. The Employer and the Union support and promote the use of "salting" Union members seeking employment by non-signatory contractors for the purpose of organizing the unorganized.

SECTION 9 - EMPLOYMENT CLEARANCE

- a) To avoid duplication of orders and to affect an orderly referral procedure, the Employers agree, when calling on the Union for workers, to designate a responsible Representative for each project whom the Union shall recognize as the agents of the Employers with authority so to hire. Furthermore, the Union shall be notified in writing as to the names of the authorized Representatives and the parties mutually agree that employment will be made-only through such order.
- b) The Union shall post, in places where notices to all Employees and applicants for employment are customarily posted, all provisions relating to the functioning of the referral provisions of this Agreement.
- c) When workers are transferred from one job location to another job location, the Referral Hall shall be notified.
- d) The Union will make a sincere, good faith effort to solicit a sufficient number of skilled workers to fill Employer work calls so as to make sure the Employer will have a sufficient supply of qualified applicants.

SECTION 10 - REGISTRATION REQUIREMENTS

The Union will maintain a roster of job applicants who are members of Local 1 Washington and Alaska and IUBAC, and all other applicant workers not members of the Union.

SECTION 11- BONA FIDE RESIDENTS

- a) Requests for bona fide residents of the vicinity immediately accessible to the job site in a remote area shall be honored in accordance with the place of the local resident upon the registration list in relation to other registrants in the same area. Residence for the purpose of this section shall mean that the individual shall have resided in the area for a period of Twelve (12) months immediately prior to the date of the request. Documentary proof of residency must be provided to the Employer upon request.
- b) Employers and the Union agree that there will be no discrimination in referral or referral of workers due to their Union membership or non-membership, race, creed, color, age, or sex; provided further, that notwithstanding these Referral Hall provisions, the Union, when requested by an Employer, shall in good faith, dispatch to allow an Employer to comply with: state or federal

affirmative action requirements; any other local, state or federal law; or any reasonable contractual obligation imposed by an Owner.

SECTION 13 - HOLD HARMLESS - INDEMNIFICATION

The International Union of Bricklayers and Allied Craftworkers Local 1 Washington and Alaska agree to indemnify, defend, and hold harmless the Independent Masonry Contractor ., its Employees, Officers and Committee members against any claim or liability arising from or based on the violation of any laws, ordinances, regulations or orders pertaining to workers' residency classification or requirements, the operation of the Referral Hall, the referral of workers, and the placement of or refusal to place any individual on the out-of-worklist.

ARTICLE III UNION SECURITY

SECTION 1- UNION SHOP

All Employees covered by this Agreement who are members of the Union in good standing on the effective date of this clause shall remain members in good standing. Those who are not members in good standing on the effective date of this clause shall, within fourteen (14) days following the effective date of this clause, become and remain members in good standing in the Union. Employees hired or covered by this Agreement subsequent to the signing of this Agreement shall be required to become and remain members of the Union in good standing within fourteen (14) days of hire or being covered. 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.

SECTION 2 - CHECK-OFF DUES

The Employers agree to deduct from the wages of each Employee such amount of the Union check-off dues and/or assessments owing by them to the Union, as may be certified by the Financial Officer of the Union, provided the Employee has executed a written assignment calling for such deduction. If an Employer transfers an Employee to a subsidiary and/or sister company, or if an Employee is transferred by the Employer to a joint venture that is formed by the Employer , it is agreed that for purposes of Union check-off dues and/or assessments the Employee need not execute a new written assignment calling for such deduction. Consequently, the deductions will continue without interruption and will be forwarded by the Employer who is paying the Employee. Such deductions shall be transmitted to Northwest Administrators within fifteen (15) days following the end of each calendar month. Appropriate transmittal forms shall be supplied to each Employer. The Union shall notify the Employer of the amount to be deducted.

The above deductions shall be made by the Employers so long as such payments are deemed in compliance

with applicable law, and the Union agrees to indemnify the Employer for any litigation costs, expenses, or liabilities which an Employer may incur from compliance with this provision.

SECTION 3 - JOB STEWARD

One or more working stewards may be appointed by the Union who will represent the Union on the Job at all times, subject to the supervision of the Union. The Employer shall be informed of the names of the appointed stewards, in writing, and only such stewards will be accorded recognition by the Employer. The job steward shall be the last person terminated provided they are qualified for the last work available on the job. The designated Union Representative shall be consulted by the Employer prior to a job steward's termination for cause. The job steward shall be allowed to discuss grievances arising under this Agreement with the job supervisor during working hours without loss of compensation for such time spent in the pursuit of their job steward duties. These duties shall include, but not be limited to, taking a weekly report of all members employed, checking newly dispatched Employees, caring for the tools and effects of any injured member, caring for the Injured in the absence of an authorized first aid person, notifying the Union Representative of injuries, and transmitting to the Union Representative all Complaints and grievances emanating from the job.

ARTICLE IV GRIEVANCE PROCEDURE

SECTION 1- GRIEVANCE PROCEDURE

Any grievance, complaint, or dispute (except jurisdictional disputes) arising out of this Agreement involving its interpretation or application shall be considered a grievance and subject to resolution under the following procedure, and it is further agreed that until said procedure is exhausted, there shall be no work stoppage or lockout. The Employee shall report to their job steward or such other business Representative as may be designated by the Union, any grievance, complaint, or dispute that arises between the Employee and the Employer. The designated job steward or business Representative will attempt to resolve the matter, between the parties on the job immediately.

- (a) Failing to agree, the designated job steward or business Representative shall report the matter to the Union, and the business Representative shall attempt to settle the matter with a Company Representative.
- (b) Should the Union and the Employer have a dispute or complaint with the other party and if after conferring, a settlement is not reached within five (5) working days, the dispute shall proceed to step (d) and shall proceed in the same manner as an Employee complaint.
- (c) In the event the matter cannot be adjusted by the method set forth above within five (5) working days, the Union will present the matter to the masonry contractor INDEPENDENT MASONRY CONTRACTOR for adjustment, and will reduce the matter to writing if requested.
- (d) In the event the matter cannot be adjusted within four (4) working days from the date the grievance,

complaint, or dispute is presented by the Union Representative to the INDEPENDENT MASONRY CONTRACTOR , the Union may take the dispute to arbitration as outlined in Section 2 of this Article.

- (e) Any dispute that arises between the Employees and the Employer or any complaint or grievance on the part of both or one; said grievance, complaint, or dispute shall be submitted to the Local Union within thirty (30) days of the known date of the violation or when the Employee could have reasonably become aware of the violation to be eligible to receive the assistance of the Local Union.
- (f) Times set forth by this Article may be extended by mutual agreement between the parties.
- (g) Failure of the Union or the Employer to process a grievance in the time frame stipulated shall constitute abandonment of the grievance. If the grievance is abandoned by either party, then the Union or Employer shall accept the abandoned request or decision as binding. Any abandoned grievance shall not constitute a precedent.

SECTION 2 -ARBITRATION

Should any grievance or complaint arise which cannot be negotiated and settled within the scope of the foregoing paragraphs of this Article, the Employer and the Union agree to submit the matter to the Arbitration and shall be handled in the following manner:

- (a) In the event a grieving party submits a grievance or dispute to arbitration, an Arbitration Committee shall be selected as follows: the parties shall select an arbitrator by the striking method from a list of seven (7) Alaska arbitrators previously supplied by the American Arbitration Association.
- (b) The decision of the Arbitrator shall be final and binding upon both parties and shall be complied with within five (5) working days after the decision has been reached, unless waived by mutual agreement for extension of time.
- (c) Expenses of the independent arbitrator shall be borne equally by both parties .
- (d) The Arbitrator shall conduct the hearing according to the AAA standards and procedures for grievance arbitration. The Arbitrator shall have no authority to add to, alter, delete or modify any provision of this collective bargaining agreement.
- (e) Should the party against whom the decision is rendered fail to execute the decision of the Committee within the prescribed time the other party may strike or lock-out.

ARTICLE V JURISDICTIONAL DISPUTES

SECTION 1 - JURISDICTIONAL DISPUTES

If a jurisdictional dispute arises, it shall first be submitted to the Local Unions involved and the Independent Masonry Contractor, for settlement; then, if no understanding or agreement is reached within forty-eight (48) hours, it shall be referred to the International Representatives of the Unions involved, and they shall confer with the Independent Masonry Contractor, for settlement. Pending such settlement, the craft performing the work at the time the dispute arises shall continue in such capacity until settlement has been reached as above provided.

Assignment of work shall be governed by decisions of record, area practice, and existing or prospective International jurisdictional agreements.

It is further agreed that in the event the National Joint Board for Settlement of Jurisdictional Disputes (known as "The Plan for the Settlement of Jurisdictional Disputes in the Construction Industry" in accord with the plan adopted by the Building Trades Department of AFL-CIO, the parties to the Agreement agree that they will be immediately bound by any applicable decision or award by the National Joint Board.

ARTICLE VI SUBSISTENCE AND QUARTERS, TRAVEL TO AND FROM POINT OF PICK-UP

SECTION 1- EMPLOYER PROVIDED CAMP OR SUITABLE ACCOMMODATIONS

Unless otherwise agreed, the Employer shall ensure that the worker who is employed on a project that is 65 miles or more from the Ted Stevens Anchorage International Airport or Fairbanks International Airport or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws.

SECTION 2 - PER-DIEM

Employers are encouraged to use commercial facilities and lodges. However, when such facilities are not available, Per-Diem in lieu of room and lodging may be paid at the basic rate of \$150.00 per day or part thereof, to the workers employed on the project. Per-Diem shall not be allowed on projects West of Livengood on the Elliot Highway, at Mile 0 on the Dalton Highway to the North Slope of Alaska, North of Mile 20 on the Taylor Highway, East of Chicken, Alaska on the Top of the World Highway and South of Tetlin Junction to the Alaska Canadian Border.

For Purposes of the Article, the term "domiciled resident", means a person living within 65 miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to award of the project. Documentary proof of residency must be provided to the local Union by the individual. The Union will provide whatever documentation it has to the Employer upon request.

SECTION 3 - EMPLOYER PROVIDED BOARD, LODGING OR ANY OTHER FACILITY NOT PART OF WAGES

Where the Employer provides or furnishes board, lodging or any other facility , the cost or amount thereof shall not be considered or included as a part of wages, but shall be excluded therefrom.

SECTION 4 - LOCAL RESIDENT

Resident, for the purposes of this Article shall mean an individual who is an Alaska resident as defined in Article II, Section 11 and has resided continuously for twelve (12) months within the geographic area of the jobsite or pick-up point.

SECTION 5 -TRANSPORTATION TO OR FROM PICK-UP POINT

Where there is an established point of pick-up, or the Employer deems it necessary to transport an Employee by boat, airplane, or other Employer supplied conveyance, work shall begin at the site of the work unless it takes more than 1 hour to transport persons, either to or from the pick-up point. In that event, round- trip travel time exceeding two (2) hours shall be considered as time worked and compensation computed on the basis of the travel time consumed, going from and returning to the point of pick-up. When furnished, transportation from pick-up point to work site and the return from work site to pick-up point shall be by the most expeditious route and means possible; such transportation shall be safe and lawful and the persons shall be seated in reasonable comfort and protected from the elements.

SECTION 6 -TRANSPORTATION OF WORKERS IN SOUTHEAST ALASKA

If an Employee is transported in Southeast Alaska by air or water, or if the Employee cannot travel to a job site in a two wheel drive vehicle, the Employer shall pay the cost of transporting the Employee.

ARTICLE VII TRANSPORTATION WHEN PERSONS RECRUITED

SECTION 1-TRANSPORTATION TO THE SITE

When persons are recruited, transportation and actual reasonable expense of board and lodging while en-route, shall be borne or reimbursed by the Employer.

SECTION 2 - TRANSPORTATION FROM THE SITE

At the Termination of the contract, project, or season, and providing the Employee immediately, unless otherwise mutually agreed to by the Employee and the Employer returns to the point of hire, the Employer will pay for transportation, actual expenses of board and lodging while en-route to the point of hire. Provided further, that if the Employee is voluntarily terminated or has been discharged for drunkenness, drug abuse, dishonesty, or failure to perform the Employee's ordinary duties prior to completing thirty (30) days on the job, the above provision shall not apply. However, an Employee who has completed thirty (30) days or more on the job and who is terminated for drunkenness, drug abuse, or dishonesty the above port ion also shall not apply.

SECTION 3 -TRANSPORTATION OF WORKERS IN SOUTHEAST ALASKA

If an Employee is transported in Southeast Alaska by air or water, or if the Employee cannot travel to a job site in a two wheel drive vehicle, the Employer shall pay the cost of transporting the Employee.

ARTICLE VIII TRANSPORTATION OF TOOLS AND PERSONAL EFFECTS

SECTION 1-TRANSPORTATION OF TOOLS

Transportation costs for Employer required tools from point of hire to the jobsite and return shall be borne by the Employer. The Employer shall reimburse the Employee for the full prior agreed value of Employer required tools lost while in the care, custody, or control of an air carrier while an Employee is traveling pursuant to this Section.

SECTION 2 - PERSONAL EFFECTS

The Employer also will be responsible in case of fire or flood for all the personal effects of Employees in an amount not to exceed \$900 each in all Employer's camps or in camps arranged for by the Employer, other than those camps owned or operated by the Government provided further that the Employee must have submitted an itemized inventory for personal effects other than clothes prior to the loss.

ARTICLE IX HEALTH AND SAFETY

SECTION 1- FIRST AID REQUIREMENTS

In case of accidents the following requirements for first aid are agreed to:

- a) The Employer will keep and maintain fully equipped standard First Aid Kits (as prescribed by the National Safety Council) where equipment for isolated crews are working in remote areas, or in areas where First Aid Kits are not immediately available; such kits shall be provided and be accessible on each machine and/or for each crew.
- b) The Union will cooperate with the Employer in order to have at least one person in each 20 employed who is a trained first aid person. No person shall be employed as a Foreperson who does not have a valid, up-to-date First Aid Card.
- c) Blankets and stretchers shall be maintained for the use of Employees who may be injured.
- d) Persons whose injuries require the use of a stretcher or ambulance shall be accompanied to the hospital by an attendant other than the driver.
- e) Immediate transportation must be provided for seriously injured persons, and such transportation must have precedence over all other transportation under the control of the firm or party upon whose operation the

accident occurs.

SECTION 2 - SANITARY REQUIREMENTS

The Employer agrees to furnish and maintain in reasonable sanitary condition the facilities and service required in the booklet titled "Manual of Accident Prevention in Construction " which, among other things, recommends the following: "Toilets or latrines shall be provided in the ratio of one seat for each 15 persons employed. Toilet s shall be protected from weather and falling objects."

All camps, regardless of size and location, shall provide adequate laundry, drying and bathing facilities for Employees. Showers are preferable and shall be provided in ratio of at least four shower heads for each fifty Employees male and female showers will be separate. The Employer or subcontractor shall furnish towels, wash cloths and hand soap to all Employees.

Each person shall be allowed housing of approximately sixty (60) square feet of floor area and shall be furnished bedding and weekly change of linen. Shelterwells and similar structures shall require approximately ninety (90) square feet of floor area per person. Adequate closet or locker space shall be provided each person, and where more than two (2) persons are housed in a single room, a locker and keys or lockable closet shall be provided each person. There shall be no more than four (4) persons housed in a standard 16 x 24 shelterwell will have separate areas for opposite gender. Room attendants shall be required to sweep floors and tidy rooms daily, excluding Sundays and holidays, and one day each week shall give each room a general cleaning, including an antiseptic treatment of floors. The

Employers shall furnish an adequate number of washers and dryers, both in camp and in facilities arranged for through a third party. However, Employees covered by this Agreement shall be entitled to as favorable camp conditions as other Employees covered by INDEPENDENT MASONRY CONTRACTOR Agreement.

NOTE: Alberta or equal quality trailer camps are acceptable providing the patented or similar covered walk- ways are installed.

SECTION 3 - REFUSAL TO RIDE IN UNSAFE EQUIPMENT

It shall not be considered a violation of this Agreement where persons refuse to work with or ride in unsafe equipment or where adequate safe-guards are not provided, or when the facilities and services are not being maintained in a reasonably sanitary condition.

SECTION 4 - SHELTER REQUIREMENTS

Warm and adequate shelter shall be provided for the Employees by the Employer in which to dry their clothes and eat their lunches.

SECTION 5 - EQUIPMENT REQUIREMENTS

To insure safety and to eliminate unnecessary occupational accidents, the Employers agree that all equipment shall be properly cabbed and screened.

SECTION 6 - DRINKING WATER

Cool and clean drinking water in sanitary containers and disposable cups will be provided in adequate supply in close proximity to Employees at all times.

SECTION 7 - TOILETS AND URINALS

On all projects covered by this Agreement, there shall be provided by the Employer , at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals.

SECTION 8 - OPERATION OF BOATS

In the interest of safety the Employer reserves the right to operate boats and assign boat coxswains in conformance with those existing U. S. Coast Guard Regulations which apply to boats hauling for hire. Although licensing and certification standards promulgated by the Coast Guard will apply, formal certification and/or licensing will not be necessary unless the owner is actually hauling for hire. A joint Employer/Employee Safety Committee will ascertain compliance.

SECTION 9 - DRUG-FREE AND ALCOHOL-FREE WORKPLACE

Labor & Management are committed to providing Employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of Employees and to promote a productive workplace, and protect the reputation of Labor and Management and the Employees. Consistent with those goals, the Employer prohibits the use, possession, distribution or sale at its employment sites, of drugs, drug paraphernalia or alcohol. The Union recognizes the Employers right to develop and implement a drug-screening program that would test Employees for drug/alcohol usage and permit the Employer to refuse employment or terminate those who test positive, consistent with federal, state and municipal law. The Employer agrees to pay the cost for such drug screening. The Employer will designate the facility to conduct the drug/alcohol screening.

The Union further recognizes the Employer's need for a standard drug screening program for all Employee groups covered by collective bargaining agreements to which the Employer is signatory. The Union commits to work diligently with the Employer and Representatives of such other Employee groups, to help develop a standard program.

The Employer will provide the Union with a current copy of all applicable drug policies and regulations and keep the Union's copy of such policies and regulations updated.

ARTICLE X RETURN OF REMAINS IN EVENT OF DEATH

In the event of death of an Employee while on the job or in the Employer's camp, the Employer shall immediately notify

the Union, and, in the absence of any law or authority prohibiting same, prepare and transport the remains to point of hire or to such other point of equivalent or less distance as the next of kin may elect .

ARTICLE XI HOLIDAYS

The Holiday rate shall apply for work on the following days:

New Year's Day	Labor Day
Presidents Day	Veterans' Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Martin Luther King Day	

If the Holiday falls on a Sunday, the Monday following will also be a legal holiday.

If the Holiday falls on a Saturday, then the following shall apply:

Employers/ Employees who regularly work a five day work week shall observe the Holiday on the previous Friday (the day before the Holiday).

Employers/Employees who regularly work a six day or seven day work week shall observe the Holiday on the Saturday upon which the Holiday falls.

In the event that there is a conflict between the State and the Federal Government on the observance date of any of the above listed Holidays, the State observance date shall prevail.

Notwithstanding any other provision, the Employer and the Union may agree to observe the Holiday on a day other than the State observed holiday if it is more convenient to the Employer and the Employees.

ARTICLE XII CHANGE IN CLASSIFICATION OR CRAFT

SECTION 1- WORK OUTSIDE OF CRAFT

When in an emergency, where life or property is endangered, an Employee is temporarily required to perform work of another craft, the Employee shall be paid the higher rate that either classification or craft calls for while required to perform such emergency work. Work extending over a period of not in excess of four (4) hours shall be paid for on the basis of one -half (1/2) shift; any work in excess of four (4) hours shall be paid for on the basis of a full shift.

SECTION 2 - WORK IN DIFFERENT CLASSIFICATION WITHIN CRAFT

When an Employee is temporarily required to perform work of another classification within their craft , the Employee shall be paid the Employee's regular rate or the rate that the classification calls for, whichever is higher, while required to perform such work, provided the Employee works at least two (2) hours within that classification.

ARTICLE XIII PAY

SECTION 1- REGULAR PAY DAY

The Employer shall establish a regular weekly pay day on which Employees shall be paid during working hours, which pay day shall not be later than the Friday of the following week.

Time cards shall be reviewed and signed by the Employees daily or weekly and submitted to the Employer. Time cards shall not be changed or altered without prior consultation with the Employee and/ or authorized Union Representative. Copies of the Employee's time cards shall be made available by the Employer for inspection by the Employee or authorized Union Representative or mailed to the Union Hall (during normal working hours) upon eight (8) hour notice by the Union.

For the purposes of pay, a payroll week is further defined as beginning at 12:01am. Sunday and ending at 12:00 midnight on the following Saturday. This payroll week is established for the purpose of uniformity and will be put to such use as computing the weekly guarantee and defining the pay period. In regard to "bush" jobs where flight schedules and/or mail delivery may be interrupted, separate arrangements may be consummated by mutual consent or separate agreement.

SECTION 2 - PAYMENT OF WAGES UPON TERMINATION

It is understood and agreed, however, that when an Employee is laid off or terminated for cause, the person's wages become due and must be paid within three (3) working days. The Employee can choose to pick up their final check at the project site, the Employers main office, or request their check to be mailed. Failure to pay within the prescribed period of time (exclusive of Saturdays, Sundays and Holidays) shall entitle Employee to waiting time of five (5) hours per day. If an Employee quits they will be paid at the next scheduled pay day.

SECTION 3 - ITEMIZED DEDUCTIONS

The Employer shall itemize deductions on pay checks so Employees can determine the purpose for which amounts have been withheld and shall indicate the number of travel time hours, straight time hours, overtime hours, dues deductions and basic rate per hour paid.

ARTICLE XIV UNION ADMISSION TO JOB

SECTION 1-AUTHORIZED REPRESENTATION

An authorized Representative of the Union shall be allowed admission to any job at any time for the purpose of investigating conditions existing on the job. However, the Representative shall as soon as possible make their presence

known to the Employers Representative in charge of the work. On projects, which are under military guard, the Employers will cooperate with the Union officials in this regard as far as regulations will permit. The Employer shall also notify the Union as promptly as possible of lost time accidents and shall furnish the Union with a copy of the Employer's accident report at the time such report is furnished to State of Alaska.

SECTION 2 - EXAMINATION OF RECORDS

The Union Representative shall have the right to examine all records pertaining to the Employees covered by this Agreement on proper notification in advance to the Employer. The Employer shall make available original or copies of the original records for examination by the authorized Union Representative upon forty eight (48) hour notice from the Union. To examine records, other than pay or fringe benefit computations, shall require written authorization from the Employee. When requested by the Union, Employers shall make available the names, addresses and classifications of any of their Employees.

ARTICLE XV WAGES

SECTION 1- PUBLIC WORKS PROJECTS- DAVIS BACON ACT AND RELATED STATUTES

In the event an individual Employer bids on a public project being awarded by a federal, state, borough, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established pursuant to the provisions of the Davis Bacon Act or established pursuant to the provisions of Title 36 Alaska Statutes, or any other prevailing wage, the published hourly wage and fringe rate required by law shall apply for the duration of the project or the term of this agreement.

SECTION 2-WAGE RATES AND WAGE OPENERS

Effective July 1, 2023 the following wage package will be in effect:

- See Attached Schedules for the jurisdiction of Alaska
- Western Washington subject to the appropriate Schedule A in effect during the time the work is performed.

Effective July 1, 2024:

- A wage opener will be convened to determine the increase in the jurisdiction of Alaska
- Western Washington subject to the appropriate Schedule A in effect during the time the work is performed.

Effective July 1, 2025:

- A wage opener will be convened to determine the increase in the jurisdiction of Alaska
- Western Washington subject to the appropriate Schedule A in effect during the time the work is performed.

SECTION 3 - BRICKLAYERS AND ALLIED CRAFTWORKERS FOREPERSON

The following pay scales apply:

FOREPERSON Shall receive \$3.00 per hour over classification.. All Bricklayers and Allied Craftworkers operations requiring a Foreperson will be supervised by a Foreperson from that classification.

GENERAL FOREPERSON shall receive \$5.00 per hour over classification.

Employees serving as Foreperson who have satisfactorily completed the International Masonry Institute Foreperson Training Course or satisfactorily completed two (2) University of Alaska Anchorage Supervisor Training Program courses shall receive 12-1/2 percent per hour over classification when serving as Foreperson.

Employees serving as General Foreperson who have satisfactorily completed the International Masonry Institute General Foreperson Training Course or satisfactorily completed six (6) University of Alaska Anchorage Supervisor Training Program courses shall receive 25 percent per hour over classification when serving as General Foreperson.

Every possible precaution shall be taken by both the Employer and Employees to follow the manufacturers' directions when using epoxy, fire retardant and other resinous materials.

Members running stationary masonry saws four (4) or more hours any given day shall receive \$0.75 per hour above scale. Rate for saw person will be paid to only one operator per saw used.

Members shall not use their personal vehicles to transport Employers' materials or tools.

SECTION 4 - APPRENTICES

a) It is agreed that this article may be reopened at any period of this Agreement, provided it is mutually agreed that the Bricklayers Apprenticeship Program may be improved. Both parties agree that they will carry out and promulgate the Apprenticeship Program.

b) No person shall be employed as an Apprentice under this Agreement unless that person is indentured in the Bricklayers Apprentice Program. No Apprentice shall be employed under this Agreement unless a respective Local Union, signatory to this Agreement, has established an Apprenticeship training Program with the areas in which work will be performed under this Agreement. The Employers agree that they will hire the Apprentices as recommend by the joint Apprenticeship Committee and no Apprentice shall be terminated before consulting the Union or Joint Committee.

c) Apprentices shall be utilized as determined by the Employer. One Apprentice shall be employed after three (3) journeymen are on the job, but in no case shall there be less than one Apprentice out of every five craftsmen when Apprentices are available.

d) It is the purpose and intention of the parties to this Agreement that all Apprentices and Trainees shall receive on-the-job training and experiences in the craft of Bricklaying and related crafts and that neither Apprentices, nor Trainees shall be used extensively for the performance of menial tasks or as cheap labor. The parties, therefore, agree

that every Apprentice and Trainee shall spend approximately the same percentage of time commensurate with their level of Apprenticeship of each work week in the actual performance of their craft. For example, a 50% Apprentice shall not spend less than approximately 50% of their work week in the actual performance of their craft, i.e. bricklaying, caulking, P.C.C., etc."

ARTICLE XVI HOURS OF WORK, OVERTIME, SHIFTS

SECTION 1 - HOURS OF WORK

Eight (8) hours shall constitute the normal work day; and forty (40) hours shall constitute the normal work week. Starting and quitting time for the work day shall be established between 6:00 a.m. and 6:00 p.m. in accordance with job requirements, as determined by the Employer. The Employer and the Union may mutually agree to start work at 5:00 a.m. Employees shall receive compensation of one and one-half (1-1/2) times the base rate for any hours worked over eight (8) hours per day or forty (40) hours per week (Monday - Friday); however, the Employer and the Union may mutually agree to establish a regular work week on a particular job of four days per week, ten (10) hours per day, and all work not exceeding ten (10) hours per day or forty (40) hours per week shall be paid at straight time. Nothing in this Section shall be construed as guaranteeing any Employee eight (8) hours of work per day, or forty (40) hours of work per week.

SECTION 2 - OVERTIME

All work performed before the regular starting time or after regular ending time of shift shall be paid at regular overtime rate; except that it shall be understood that when the job conditions at the site of the work or when economic considerations warrant, other hours of starting time may be established by mutual agreement between the Employer and the Union.

SECTION 3-OVERTIME RATES

Employees shall receive compensation of one and one-half (1-1/2) times the basic rate for work performed on Saturday; and two (2) times the basic rate for any work performed on Sundays and Holidays, except when a shift of a multiple shift operation is started at the basic rate or at an overtime rate, it shall be completed at that rate. Further excepting, that Saturday hours may be paid at straight-time provided: 1) The Employee is working straight time on a voluntary basis, 2) The hours paid at straight time are to make up for hours missed earlier in the same calendar week for reasons beyond the Employers control, 3) The Employee will be paid straight time rate only for the hours to reach 40 hours for the week, afterward the Employee will be paid the normal overtime rate.

SECTION 4 - MULTIPLE SHIFTS

Multiple shifts, and their starting and quitting times, may be established in accordance with job requirements as determined by the Employer. There shall be no premium for shift work.

SECTION 5- DEWATERING TUNNELS/TEMPORARY HEAT/PROTECTION

Dewatering of tunnels and caissons and providing temporary heat and protection shall be worked in accordance with the workweek and overtime provisions heretofore established, except the time worked on holidays when no other activities are in progress will be compensated for at the overtime rate of one and one-half (1-1/2) times the basic rate of wages.

ARTICLE XVII PAY GUARANTEES

SECTION 1- PAY FOR ACTUAL TIME WORKED

Except as provided in this Article each Employee is only entitled to pay for actual time worked.

SECTION 2 - SHOW-UP GUARANTEE

Persons reporting for work and not put to work shall receive two (2) hours at their regular straight time rate unless notified not to report at least two (2) hours prior to the start of shift. Notification may take the form of a telephone answering device, radio broadcast or any other agreed upon device. Where persons live in camp, such notification can be given any time prior to departure from camp.

SECTION 3 - WORK INJURIES

Employees injured on the job, provided injury is reported to the person's Employer and requires medical attention, are to be paid for time spent on the first visit to the doctor and, if the doctor determines and certifies that the Employee is unable to return to work because of the injury, they shall be paid for the balance of the shift during which the injury occurred. This provision applies to medical attention received during regular working hours only.

SECTION 4 - CALL-BACK GUARANTEE

When an Employee has completed their scheduled shift and returns by direction of the Employer to perform additional work, they shall receive overtime pay for the actual hours worked with a minimum guarantee of one (1) hour pay at the applicable rate.

SECTION 5 - WORKERS TRANSPORTED TO THE JOB SITE

Where a worker is transported to the job site at the Employer's expense, the Employer guarantees each worker a minimum of eight (8) hours pay for each workday, or a minimum of forty (40) hours pay for each workweek that they are available.

ARTICLE XVIII MEAL PERIOD & REST AND REFRESHMENT BREAKS

SECTION 1- MEAL PERIOD

Unless otherwise agreed to by the Union, an Employer will schedule a one-half (1/2) hour break for a meal period near the midpoint of a shift. An Employee required to work more than six (6) consecutive hours without a meal break shall be allowed a later meal period of one-half (1/2) hour, and it shall be considered as time worked and paid for at the proper rate.

SECTION 2 - REST AND REFRESHMENT BREAKS

An Employee shall be entitled to a fifteen (15) minute mid-morning refreshment break and a fifteen (15) minute mid-afternoon refreshment break for Employees who work nine (9) hours or more. The breaks will be taken between Station-to-Station and/or within the immediate work area.

ARTICLE XIX FRINGE BENEFITS

The following sets forth the identity of the Trust Fund to be paid when performing work in the jurisdiction of the Local Union as stated below. It is also understood that the Employer is instructed that any and all payments are to be made subject to the terms of the appropriate Trust Fund and the Administrative Agent for the Masonry Security Plan shall be the Collection Agent for all Fringe Benefit Contributions required under this Collective Bargaining Agreement. Further, the Collection Agent will be directed to expeditiously forward all payments to the Administrator designated by the Trustees of each Trust Fund. The appropriate account forms to report the contributions will be provided timely by the Administration Agent so designated.

JURISDICTION: The State of Alaska.

(NWA) Local Pension will be submitted to: The Employer hereby agrees to participate in BAC SA VE - 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 July 01, 2023, the Employer will contribute per the schedule "A" per hour to BAC SA VE (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 employee's 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. Pursuant and subject to its Trust Agreement and Plan (Seattle, WA).

SECTION 1: - VACATION

Every Employer shall make a deduction as set forth in the corresponding schedule A as amended yearly reflecting wage increases for each compensable hour of employment as a vacation allowance. In accordance with the rules established by the Trustees of the Masonry Security Plans. This contribution is included with the hourly rate of wage as set forth in the Schedules.

1. The vacation allowance shall be withheld from each EMPLOYEE's weekly paycheck after withholding for Federal Income Tax has been taken and shall be sent no later than the 15th of the month following the month of employment to (see schedule) or such other office as may be designated by the respective trust funds. Each remittance shall be accompanied by a transmittal form, which will be made available for this purpose.

2. The details of the Vacation Credit Allowance Plan shall be established, controlled, and administered by the respective trust funds. The Employer agrees to be bound by their terms and provisions of the Trust Agreement governing the respective trust funds, and all amendments thereto, and further agrees to accept as its representatives the current Employer Trustees or their successors.

3. The vacation allowance withheld by the Employer may be allotted to the Union for the payment of initiation fees and union dues on the approval of Employees through a proper authorization slip furnished by and on the Union's request.

4. The provisions of this Agreement, relating to Payroll Records and Delinquent Contributions, shall also apply to the Vacation Credit Allowance Plan and are hereby incorporated by reference in this Article as though set forth in full.

SECTION 2- HEALTH AND WELFARE

It is agreed that each Employer will contribute a sum as set forth in the corresponding schedule A as amended reflecting wage increases 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 corresponding schedule A as amended reflecting wage increases for each compensable hour of employment by each Employee covered under this Agreement.

In addition, each Employer will contribute a sum as set forth in the corresponding schedule A as amended reflecting wage increases for each compensable hour of employment by each Employee covered under this Agreement into the Bricklayers and Trowel Trades International Pension Fund (BACSAVE 401(K) Plan).

SECTION 4 - INTERNATIONAL MASONRY INSTITUTE APPRENTICESHIP AND TRAINING FUND (IMI)

a) The masonry industry in the United States and Canada has great and definable needs in the fields of apprenticeship and training, advertising and promotion, research and development, and labor/management relations which must be met if the industry is to grow and prosper. The parties to this Agreement believe that the International Masonry Institute (IMI) is the most effective and efficient instrument for meeting these needs because it offers the greatest possibility of integrating activities in these program areas in an effective manner and coordinating them through a single regional/international system.

b) In order to properly finance IMI programs, the ultimate objective is to provide, through collective bargaining, contributions equal to one percent of the total hourly wage and benefits package.

c) With IMI funding at one percent of the total hourly wage and benefits package from this geographical area, IMI will be able to provide advertising and promotion, research and development, apprenticeship and training, and labor/management relations programs directed specifically to this area. With these principles in mind the parties agree as follows:

The contribution to the International Masonry Institute shall be an amount equal to one percent of the total hourly wage and benefits package rate (rounded to the nearest penny) for each hour, or portion thereof, for which a covered employee receives pay.

The payments required above shall be collected by the administrative agent for the Masonry Security Plan and forwarded to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, as the successor trust to the predecessor International Masonry Institute and/or to the predecessor International Masonry Apprenticeship Trust

SECTION 5 - MASONRY PROGRESS FUND (MPF)

The Employers agree to remit twenty (\$0.20) cents per hour for each Employee to go to the Masonry Progress Fund (MPF). The twenty (\$0.20) cents per hour shall go towards promoting and supporting stability, long term masonry construction programs, to improve working conditions and safety records. The deductions will be collected by the administrative agent for the Masonry Security Plan and forwarded to MPF's agent.

SECTION 6 - CONTRIBUTIONS TO TRUSTS

It is understood that the above contributions by the Employers to the various Trusts are to be computed solely on the total number of compensable hours and are not to be included in wages and will not, therefore, be subject to either Federal or State withholding taxes, and further shall not be considered or included in the computation of overtime pay.

SECTION 7- UNION DUES

The Employer shall deduct for each compensable hour worked by each Employee employed under the terms of this

Agreement those additional amounts set forth on the appropriate Schedule A as amended accompanying this agreement, including deductions pursuant to Article IV, Union Security.

SECTION 8- REMITTANCE

The amounts as outlined in Sections 1, 2, 3, 4, 5, 6, and 7 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 9- FAILURE TO PAY

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

SECTION 10- BOUND BY TRUST AGREEMENTS

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

SECTION 11- DIVERT WAGE INCREASE

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

SECTION 12- DELIQUENCY

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 13- EFFICIENT ADMINISTRATION

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

ARTICLE XX FOREMAN

There shall be no desire on the part of any signatory Union to select the Employers Foreperson. When more than six workers from a single craft are employed by an Employer on a project, the Employer will designate one worker from that craft to function as foreman. The Foreperson may be required to work at the trade, but they will be paid at the applicable rate. The Employer and the Union recognize the fact that the position of general foreman, if utilized, is not the sole jurisdiction of any one craft.

ARTICLE XXI PRE-JOB CONFERENCE

To ensure the Union has an adequate opportunity to supply the Employer with a sufficient number of qualified workers, the Employer will give the Union notice of the job's labor requirements in writing by fax or e-mail upon award of the job as far in advance as possible before work on the job is scheduled to commence. Written notice is not required in the case of jobs involving less than 100 man hours.

ARTICLE XXII MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGE IN POLICY

It is mutually understood that there is no desire on the part of the Union to dictate the business policies of the Employer, but when the Employer contemplates a change in policy affecting the welfare of the Employee, proper and reasonable notice shall be given to the Union.

SECTION 2 - INDIVIDUAL CONTRACTS OF EMPLOYMENT

If Employers desire to have their Employees sign an individual contract of employment, such contract shall be first submitted to the Union for approval.

SECTION 3 -TERMINATION SLIP

It shall be mandatory that the Employer notify an Employee who is terminated in writing, either by mail or electronic mail with a copy of such notice also being transmitted to the Referral Hall.. Each termination or layoff notice shall state the actual reason for termination.

SECTION 4 - WORK BY SUPERVISORS

While the Employer does not intend that supervisors outside the bargaining unit be regularly engaged in bargaining unit work, it is nonetheless a reserve prerogative of the Employer to assign incidental or occasional work to such

supervisory personnel in instances when the Employer deems it appropriate to do so without violating any provision of the Agreement or any Supplement or Schedule "A". When deemed appropriate the Employer will designate a particular supervisor to issue instructions to the craft working Foreperson utilized by the Employer to prevent duplication and confusion of orders.

SECTION 5 - IMMUNIZATIONS AND PHYSICALS

The Employer shall pay for all Employer required physicals and immunizations. The Employee is not entitled to wages or other pay while engaged in these activities.

SECTION 6 - TUNNEL, SHAFT AND DREDGE WORK

The signatory parties hereto recognize that the working conditions contained in this Agreement do not lend themselves particularly applicable to tunnel, shaft or dredge work. In the event a tunnel, shaft or dredge operation is contemplated in the State of Alaska, during the term of this Agreement, the parties agree to negotiate special conditions to apply thereto. With respect to offshore work in navigable waters where the question of special conditions arises, special conditions may be mutually agreed to between the Independent Masonry Contractor ., and the Union or Unions involved.

SECTION 7 - TERMINATION FOR CAUSE

An Employee may be discharged without warning for just cause. Just cause includes but is not limited to drunkenness or drug abuse, dishonesty, incompetence, insubordination, negligence with equipment, unexcused absenteeism, disobedience of orders, unsatisfactory performance of duties, and violation of the owner's rules imposed upon the Employer.

SECTION 8 - INJURED PERSON TO GET PRIORITY FOR REHIRE

An Employee who is required to leave employment because of job connected injuries shall, upon recovery there from, be given priority of hire by their former Employer when the Employer needs one or more Employees in the injured person's classification, provided the said Employee is ready, willing, and able to return to work. This Section shall not apply for a different project, after a winter shutdown, or if the previously injured Employee has worked elsewhere since their recovery.

SECTION 9 - RESTRICTION OF WORK OF SUPERVISORS

Department heads, non-working foreman, and supervisory personnel shall not be permitted to perform any of the work covered by this Agreement.

SECTION 10 - NEW EQUIPMENT AND CLASSIFICATIONS

Wage scales for Employees of equipment operated in construction not listed herein, or classifications not listed shall

be negotiated at the time such equipment is to be operated or the new classification is to be utilized.

SECTION 11-TRANSPORTATION FOR MEDICAL REASONS

Employer furnished transportation to the point of hire shall be provided all persons required to leave a job for medical reasons sufficient to require extended medical care or hospitalization.

SECTION 12 -TRANSPORTATION IN AIRCRAFT

When Employees are transported in aircraft, such aircraft shall be operated, maintained, and have a certificate of air worthiness and the pilot shall be licensed and certified, all in accordance with applicable laws and regulations.

SECTION 13- STORAGE OF TOOLS

a) The Employer will provide a lockable tool storage container, which may be used by the Employees. It is mutually agreed that the Employer will not be held accountable or responsible for replacement cost, which is caused by loss or damaged due to fire, flood, or theft by force entry.

b) The Employer will allow Employees an additional 10 minutes at the end of the day for clean-up and storage of Employees equipment.

SECTION 14 - WORK RULES

a) Team Work: All construction, where any masonry unit weighing forty-five pounds or over, shall require two bricklayers working as a team, except in cases where the nature or the job prohibits team work.

b) Lifting of Masonry Units: No masonry units shall be laid more than four feet above foot level except to top out walls or in situations where platform is physically impractical.

ARTICLE XXIII STRIKES AND UNAUTHORIZED WORK STOPPAGE

SECTION 1- NO STRIKES

During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow-downs, or other disruptive activity for any reason by the Union or by any Employee and there shall be no lockouts by the Employer.

SECTION 2 - UNAUTHORIZED WORK STOPPAGE

The Union shall not be liable for acts of Employees for which it has no responsibility. The Union will immediately instruct, order, and use the best efforts of its office to cause any member or group of members to cease any violations of this Article. When the Union complies with its obligation concerning the above described activity, it shall not be liable for unauthorized acts of its members. The failure of the Employer to exercise its rights in any instance shall not be deemed

a waiver of its rights in any other instance.

SECTION 3 - JUDICIAL REMEDIES

Nothing in this Agreement shall be construed to limit or restrict the Union's or the Employer's right to fully pursue any and all judicial remedies available under law in the event of violation of this Agreement.

ARTICLE XXIV MANAGEMENT RIGHTS

The Employer retains all discretionary and decision-making rights not specifically limited by the terms of this Agreement or preserved for the Union and/or Employees under the NLRA or other constitutional, statutory or regulatory provisions. These rights include, but are not limited to, the following: directing the jobsite work force, including referral of personnel; selection of all supervisory Employees; promotions, transfers, layoffs, discharge of Employees; selecting material and equipment to be used or installed; utilizing any work methods, procedures, techniques of construction or laborsaving devices or machines; establishing job site rules and regulations; determining when overtime work is required and who shall perform overtime work; designation of work to be subcontracted; selection of all subcontractors; and determining the number of personnel and craft supervisory personnel required to perform the work.

ARTICLE XXV SPECIAL CONDITIONS

In order to preserve work for the Union members and make the Employers who become party to this Agreement more competitive in all projects, the Unions signatory to this Agreement and the Employers may mutually agree to put into effect special wages and conditions for specific geographical areas within the State of Alaska or projects for a specific period of time. A Committee shall be set up by signatory Employers appointed by the INDEPENDENT MASONRY CONTRACTOR and Union Representatives to effectuate those adjustments.

ARTICLE XXVI WORKING OUTSIDE OF JURISDICTION

Any Employer engaged in BAC work outside the geographic jurisdiction of the Local Union party to this agreement, shall pay at minimum the wages and benefits listed on Schedule A1 on all Employees who the Employer took or sent from the jurisdiction of the Local Union. In all events the Employer shall pay the hourly contributions to the Trusts as specified in this Agreement on such Employees.

While an Employer performing work in the counties of Washington listed in Article XX, the Employer shall pay at minimum the wages and benefits listed on the corresponding Schedule A as amended and shall abide by the terms and conditions of the applicable Independent Collective Bargaining Agreement that originates the appropriate Schedule A.

ARTICLE XXVII JOINT LABOR-MANAGEMENT COMMITTEE

There shall be established a Joint Labor-Management Committee to facilitate interpretation of this Agreement and all addendum's and to foster harmony between the parties. The Committee shall consist of one member from each of the

crafts signatory to this Master Agreement and an equal number of signatory Employers appointed by the Independent Masonry Contractors.

SECTION 1 - SEPARABILITY

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

SECTION 1 - TERM OF AGREEMENT

The terms of this Agreement shall become effective July 1, 2023, and shall continue in full force and effect through June 30, 2026.

SECTION 2 - REOPENER

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

SECTION 3 - TERMINATION OF AGREEMENT

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

SECTION 4 - EXECUTION OF AGREEMENT

This Agreement is executed by the duly authorized agents and Representatives of the parties hereto.

No previous written or oral agreements shall apply after the signing of this agreement.

Signed the _____ day of _____, 2020

Lowell Glodowski , President, BAC Local 1

INDEPENDENT MASONRY CONTRACTOR

Additional BAC Local 1 Representatives

Additional Employer Representatives

ALASKA A-1
7/1/2023 – 6/30/2024

BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 1 WASHINGTON AND ALASKA

15208 52nd Ave S, Suite 120 Tukwila, WA 98188 • Office (206) 248-2456 • Fax (206) 248-2459 • www.bac1wa-ak.org

BRICK . BLOCK . MARBLE . STONE . TILE
CEMENT . REFRACTORY . PCC

WAGE & BENEFIT PACKAGE

Effective July 1, 2023, through June 30, 2024, the following basic wage rates will prevail:

Journey Level
\$50.77

All Forepersons will receive at least **\$3.00** more per hour OR **12.5%** above the wage scale provided they have completed Foreperson training. General Forepersons will receive **\$1.00** more per hour or **25%** above the wage scale provided they have completed Forepersons training. Employees who have served in their capacity as Foreperson or General Foreperson for at least 3000 hours shall be paid (12.5% or 25%) above the wage scale without the requirement of Foreperson training.

Saw operators running stationary masonry saws for four (4) or more hours on any given day shall receive an additional **\$0.75** per hour.

APPRENTICE WAGE SCALE		
Level	OJT Hours	
50%	0-1000	25.39
60%	1001-2000	30.46
70%	2001-3000	35.54
80%	3001-4000	40.62
90%	4001-5000	45.69
95%	5001-6000	48.23

All percentages are based on the Journeyperson Bricklayer schedule.

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

Mechanics	Deduction (per hour)
Vacation	\$1.00
Journey Level Check-Off	(Local 2.02 + IU 0.62) \$2.64
Apprentice Check-Off 75%	(Local 1.78 + IU .62) \$2.40

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

BENEFIT REMITTANCE:	Apprentices	Journeypersons
BACSAVE 401K Savings Plan	\$6.94	\$10.44
IMI (1% of total package)	\$0.62	\$0.62
Masonry Progress Fund	\$0.20	\$0.20
Total Fringes	\$8.38	\$11.62

TOTAL HOURLY PACKAGE: JOURNEY LEVEL MECHANICS \$62.03

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.

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