



**International Union of
Bricklayers & Allied Craftworkers**



AGREEMENT

between

International Union of
Bricklayers & Allied Craftworkers
Locals 1 and 3 of Washington

and

**Washington State Conference
of Mason Contractors**

Effective
June 1, 2010 – May 31, 2012

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THIS AGREEMENT INCLUDES PAGES I THROUGH 24 PLUS THE FOLLOWING ATTACHMENTS:

ADDENDUM 1 - SUBSTANCE ABUSE
 SCHEDULE A - WAGE & FRINGE BENEFITS – Spokane (includes subsistence)
 SCHEDULE B - WAGE & FRINGE BENEFITS - Western Washington - June 1, 2010 – December 31, 2010
 SCHEDULE C - WAGE INCREASE SCHEDULE - June 1, 2010 – May 31, 2012
 SCHEDULE D - TRAVEL SUBSISTENCE AND SPECIALTY PAY, June 1, 2010 – May 31, 2012
 SCHEDULE E - WORKING DUES CHECK-OFF AUTHORIZATION
 MEMORANDUM OF UNDERSTANDING – WTPPF PROMOTION
 MEMORANDUM OF UNDERSTANDING – BRICK BLOCK FINISHER

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

**BRICKLAYERS, STONE MASONS, BLOCKLAYERS
POINTERS, CLEANERS AND CAULKERS
CHEMICAL WORKERS AND MARBLE MASONS**

**ARTICLE I
BARGAINING UNIT**

Section 1. This AGREEMENT is made and entered into this first day of June 2010 by and between the WASHINGTON STATE CONFERENCE OF MASON CONTRACTORS (WSCMC and hereafter referred to as the Employer) and the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS - LOCAL 1 and 3 of WASHINGTON and NORTHERN IDAHO (referred to as the UNION), whose jurisdiction covers the Washington State counties of King, Kitsap, Jefferson, Clallam, Snohomish, Skagit, Island, San Juan, Whatcom, Pierce, Thurston, Lewis, Mason, Grays Harbor, the North half of Pacific County, Asotin, Columbia, Garfield, Kittitas, Klickitat, Douglas, Chelan, Franklin, Benton, Walla Walla, Grant, Yakima, Whitman, Adams, Lincoln, Spokane, Pend Oreille, Stevens, Ferry, and Okanogan. The State of Idaho includes all of Lewis, Latah, Nez Pierce, Idaho, Bonner, Boundary, Benewah, Kootenai, Shoshone and Clearwater Counties and the entire State of Montana.

This AGREEMENT shall be binding upon all persons, firms and corporations who have (1) signed this AGREEMENT, or (2) authorized some other person to sign on their behalf, or (3) who have made any trust fund contribution to any of the trust funds referred to in ARTICLE XI and XII of this AGREEMENT, provided, however, that this stipulation shall not be applicable if the EMPLOYER'S AGREEMENT has been canceled. The UNION recognizes the WSCMC as the multi-employer collective bargaining unit composed of, all who have assigned their bargaining rights to the Conference. It is also agreed that this AGREEMENT shall have no binding effect until signed by a quorum of the UNION Negotiating Committee. Likewise, no amendment or modification to this AGREEMENT shall be binding until signed by a quorum of the UNION Negotiating Committee. Five (5) BAC Negotiating Committee members shall constitute a quorum.

Section 2. The EMPLOYER, having received a demand for recognition by the UNION and having been presented with and accepting proof that the UNION represents a majority of its EMPLOYEES, acknowledges and affirms that the UNION is the sole and exclusive bargaining representative of its EMPLOYEES covered by the labor agreement under Section 9(a) of the National Labor Relations Act, as amended. The UNION and the EMPLOYER, by entering into this AGREEMENT, intend to and do hereby establish a multi-employer collective bargaining unit. Such unit shall include, and this AGREEMENT shall apply to, all EMPLOYER'S who are members of the Washington State Conference of Mason Contractors on the date of the execution of this AGREEMENT. Any EMPLOYER who joins the ASSOCIATION as a contractor member during the term of this AGREEMENT shall also by virtue of such membership be part of such collective bargaining unit and shall be subject to the terms of this AGREEMENT. Any EMPLOYER who is bound by this AGREEMENT, regardless of whether such EMPLOYER is or becomes a member of the ASSOCIATION shall thereby become a member of the multi-employer collective bargaining unit established by this AGREEMENT.

Section 3. The UNION will not offer or accept any project (or special consideration) AGREEMENT for any reason. When an EMPLOYER travels in or assumes the responsibility of Division 4 and 9, partially and/or as a whole, they will be signatory to

this 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 AGREEMENT. There will be no exceptions to this section.

Section 4. The UNION and WSCMC agree to require their members (EMPLOYEES) to comply with all terms, conditions and provisions of 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 Joint Arbitration Board (JAB).

Section 5: 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.

- **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 not limited to, mining facilities, manufacturing plants, power plants, iron and steel production facilities, nonferrous metal production facilities, glass plants, paper mills, cement plants, petro chemical plants, refineries and synthetic fuel manufacturing facilities, and furnaces, glass tanks and boilers in ships.
- **Marble Masonry** - consists of the cutting and setting of all marble, cultured marble, slate including slate back boards, stone, albereen, carra, sanl-onyx, vitrolite, and similar opaque glass, scagliola, marbleithic, and all artificial, imitation or case of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish, honed or sand finish; also the cutting and fitting of above materials after same leave mills or shops, as well as all accessories in connection with such work, and the laying of all marble tile, slate and terrazzo tile, cultured marble and corian. In addition to the work jurisdiction in this Agreement, it shall also include the erection or installation of interior or exterior marble, slate or stone work customarily set by the trade, both natural and artificial, in any public or private building anywhere within the territory governed by this agreement.
- **Caulking** - Sealant Installers prepare, apply and finish-joint elastomeric materials such as acrylic latex, single component polyurethanes, multi-component polyurethanes, modified sealants, silicones and epoxies, or any substitute for these materials, to seal construction, expansion and contraction joints, isolation, control or butt joints, static or dynamic joints, or any other joint between components or substrates of a similar or dissimilar nature such as, but not limited to, brick, block, stone, glass, porcelain, painted or lacquered surfaces, plastics, milled finished aluminum, anodized aluminum, aluminum panels, copper, steel, stainless or galvanized steel, wood, tile, concrete, structural glazing and curtain walls, (C.I.P., P.C., G.F.R.C.) and E.F.I.S. systems to provide an effective barrier against the passage of the elements.
- **Other Work** - includes sand blasting, sewers, manholes, The handling and placing of all reinforcing steel in masonry construction such as brick, block, stone refractory anchoring systems and fireproofing material for furnaces, heaters, boilers, stacks, ducts and structures including beams, columns and vessel skirts shall be work covered by this agreement. The grouting of all masonry by any means shall be the work of members of the I.U of B.A.C.
- **In addition**, such other construction work in this area that traditionally has been done, as is the custom and practice, of bricklayer, stone mason, block layer, cleaner, pointer, caulker, corklayer, marble mason, chemical worker and refractory mason member of this Union shall be the work of members of the I.U. of B.A.C.

- **In addition**, all other assignments mutually agreed upon between the Employer and the Union on any other products or systems related to the scope and type of work covered by this agreement which may be used in the future are determined by these parties to fall within the work jurisdiction of this agreement.
- **Restoration** - The removal, replacement, repair or in-place restoration of all materials listed above. In addition, repairing and patching all concrete structures, lead abatement, and chemical paint removal stripping of all types of paint. Pointing, caulking and cleaning of all types of masonry, caulking of all frames encased in masonry or brick, block or stone structures, including all grinding and cutting out of such work and steam cleaning, also the use of special mortars in addition to portland cement mortars such as, but not limited to, epoxies, plastics, etc.
- **Welding** - All welding of precast panels, brick, concrete, marble, granite, limestone, or other masonry materials, or masonry materials encased in metal frames, whether or not preassembled, shall be done by members of the I.U. of B.A.C.

ARTICLE II UNION MEMBERSHIP AND HIRING

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

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

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

Section 4. Every EMPLOYER working in this jurisdiction shall hire a reasonable percentage of Local Craftworkers at not less than fifty percent (50%) of the masons excluding foreman 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. It shall not be a violation of this AGREEMENT for any EMPLOYEE covered hereby to refuse to pass a sanctioned primary picket line.

Section 7: Also, both the Employer and the Union recognize the importance of organizing and that any attempts to weaken the open-shop, merit-shop (Non-union) sector will be in the best interest of both the Union and its Signatory contractors. The Employer and the Union support and promote the use of "salting"- Union members seeking employment by non-signatory contractors for the purpose of organizing the unorganized, provided that "salting" does not create a manpower shortage for current Union contractors.

ARTICLE III UNION SECURITY

Section 1. It shall be a condition of employment that all EMPLOYEES of the EMPLOYER covered by this AGREEMENT who are members of the UNION in good standing on the effective date of this AGREEMENT shall remain in good standing, and those who are not members on the effective date of this AGREEMENT, become and 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. 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.

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 (not withstanding 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(s) contributions specified herein provided, however, that such UNION rights shall not be exercised within the ten (10) day period following the due date of such payments. Furthermore, the UNION shall not man jobs for Employers who do not comply with any of these provisions pertaining to the Trust Fund(s).

ARTICLE IV HOURS OF WORK

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

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. A ten (10) minute break will be authorized at the end of eight (8) hours on a ten (10) hour shift.

Section 2. EMPLOYEES will be permitted a ten (10) minute break at approximately mid-way through the morning shift (work station to work station). If working a ten (10) hour shift, EMPLOYEES will also be permitted an additional ten (10) minute break after eight (8) hours of work. The break will be utilized for coffee time, provided that the EMPLOYEES do not leave the work areas and promptly resume working at the expiration of the ten (10) minute break. The foreman or the contractor may supervise this break which may be staggered among the EMPLOYEES so as not to hinder job progress.

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

Section 4. Refractory Breaks and Lunches

1. 8 hour shift: One break of ten (10) minutes for each segment of four hours worked: or major part thereof. Employees shall not be required to work more than five (5) hours from the start of a shift without at least a ½ hour break for lunch. The lunch period shall not begin earlier than 3½ hours after the start of the shift. If employees are required to work passed 5 hours, then one half (½) hour at the applicable overtime rate shall be added to the hours worked and they must then be allowed time to eat lunch. If not allowed time to eat lunch, employees will be paid an additional ½ hour at the overtime rate.

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

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

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

Section 5. All hours worked before 6:00 A.M. and after 6:00 P.M., of eight (8) or ten (10) hours duration, and all hours over eight (8) or ten (10) hour shift, Monday through Friday, shall be paid at one and one-half (1 1/2) times the regular hourly scale. Saturdays shall be paid at one and one-half. On Sundays and Holidays, the rate shall be double time. When a shift begins on a Sunday and continues into Monday or begins on a holiday and continues to the following day the rate of pay shall continue at double time until that shift has ended.

Section 6. In cases of emergency, national defense, disaster or special project conditions i.e. schedule, weather, task specific start of completion, overtime may be worked providing the UNION is notified in a timely manner as conditions permit. Notification will be by phone, voice mail, fax or verbal. All overtime worked during the week and on Saturdays, which are not make up days, will be paid at one and one half (1 1/2) times the regular hourly scale. All work on Sunday and Holidays will be paid at two (2) times the regular hourly scale.

Section 7. 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. Anytime worked from Friday midnight to Sunday midnight, or Holidays, or all time worked in excess of eight hours, or in excess of the regular shift hours provided above, shall be paid at time and one half rate, except on Sundays and Holidays, when the rate shall be double time. When a shift begins on a Sunday and continues into Monday or begins on a holiday and continues to the following day, the rate of pay shall continue at double time until that shift has ended.

Section 8. No EMPLOYEE shall be allowed to work on more than one (1) shift in a twenty-four (24) hour period. Should there be no EMPLOYEES available for 2nd or 3rd shift, a the EMPLOYER may recruit EMPLOYEES from previous shifts or other projects to man the project whatever the shift, and that failing this the EMPLOYER may hire from other local UNION'S or off the bank to satisfy project manpower requirements.

Section 9. Standby Time. When an EMPLOYER or his Representative has EMPLOYEES report to a job site for work and fails to put those EMPLOYEES to work, those EMPLOYEES will be paid two (2) hour's show up time. If EMPLOYEES work less than four (4) hours they will be paid four (4) hours at their regular wage rate.

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

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

Section 10. Transfer from Project to Project Mid-Shift. Any EMPLOYEE directed by his EMPLOYER to transfer from one project to another mid-shift shall transfer on the EMPLOYER'S time with time accruing toward premium time. If an EMPLOYEE is transferred between projects mid-shift he shall be compensated utilizing the guide lines of section 4 of this article for premium time. For example; if an EMPLOYEE, as directed by his EMPLOYER, is transferred from one project to another, when arriving at the next project, his time does not start over but accrues, travel time included, from the time he first began his shift no matter what project he was on. However, travel between projects will not be interrupted for the EMPLOYEE personal reasons, i.e. lunch, coffee, or personal problems. If transfer between projects is interrupted by EMPLOYEES personal matters that time shall be off the clock. When an EMPLOYEE is requested to travel from one project to another during the course of a shift, the EMPLOYEE shall be considered under the care and custody of the EMPLOYER.

ARTICLE V HOLIDAYS

Section 1. The following days shall be recognized as Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Christmas Day, Thanksgiving Day, and the Friday after Thanksgiving Day. EMPLOYEES shift will end at 12:00 (noon) Christmas Eve Day. Memorial Day will be observed the last Monday in May. If the Holiday falls on a Sunday, the following Monday shall be considered the Holiday. Any Holiday which falls on a Saturday shall be observed the preceding Friday. Friday preceding a Saturday, Holiday may be worked at straight time when agreed by the Employer, and the Union. Permission, from the Union, will not be unreasonably withheld when notified three (3) days prior to the Friday.

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

Section 3. Both parties recognize that the State and Federal Government have designated days for observance of the listed holidays different from those dates the holidays have been traditionally observed. Both parties agree to observe the Holidays listed in this article, Section 1, on the dates designated by the State and Federal Government. There will be only one day observed for Holidays, either the day of, the day before or the day after. Any EMPLOYEE shall notify EMPLOYER/FOREMAN one (1) week in advance of day(s) to be taken off, except for in the case of an emergency.

ARTICLE VI CREDIT UNION / VACATION

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

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

Section 3. The provisions of Article VIII section 6 and Article XII-Sections 5 and 6 of this AGREEMENT, relating to Payroll Records and Delinquent Contributions, shall also apply to the Vacation Allowance Plan and are hereby incorporated by reference in this Article as though set forth in full.

ARTICLE VII SUB-CONTRACTING AND PIECEWORK

Section 1. No contractor, his representative or mason shall bargain on contract work with each other to lay a designated number for the day's work. Nor shall they bargain or contract that a mason do a certain piece of work in a designated time. This bargaining or contracting shall be looked upon as piecework, which is prohibited by either of the parties signatory to this AGREEMENT.

Section 2. In the event any signatory contractor sublets, assigns or transfers, all or any portion of the work covered by this AGREEMENT, the contractor agrees that the subcontract shall be made only to a sub-contractor who has executed an AGREEMENT with the UNION signatory hereto and who employs one or more EMPLOYEES. If a qualified signatory minority contractor is not available, to meet MWBE and/or affirmative action goals, subcontracting may be done on a case by case basis to non signatory minority contractors.

Section 3. All EMPLOYEES are subject to UNION Security clause.

Section 4. All charges of violations of this Section shall be considered as a dispute, and shall be processed in accordance with the provisions of Article XVIII, Purpose & Arbitration Board, of this AGREEMENT covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE VIII WAGES AND ENFORCEMENT

Section 1. On the specified pay day, every EMPLOYEE shall receive his pay thirty (30) minutes prior to the end of the work shift. The EMPLOYER shall not hold back more than five days' pay and all EMPLOYER'S must pay by cash or negotiable payroll check with an ATTACHED WITHHOLDING STATEMENT.

Section 2. The EMPLOYER shall pay in full, weekly, based on individual company policies and procedures for hourly workers. In no case shall there be more than five (5) working days held back unless previously approved by the UNION and the EMPLOYEES.

1. In the event an EMPLOYEE is fired for cause, they shall be paid in full within twenty four (24) hours of termination. The payment can be made by direct deposit or the EMPLOYEE can choose to pick up their final paycheck at the project site, main office or request their check be mailed. Checks mailed will be postmarked within twenty four (24) hours of termination. The Employer shall mail a check stub or statement detailing wages paid when payments are made by direct deposit.

2. Any EMPLOYEE who is laid off from any job shall be paid within twenty four (24) hour's of termination. The payment can be made by direct deposit or the EMPLOYEE can choose to pick up their final paycheck at the project site, main office or request their check be mailed. Checks mailed will be postmarked within twenty four (24) hours of termination. The Employer shall mail a check stub or statement detailing wages paid when payments are made by direct deposit.

3. For all time the EMPLOYEES pay is withheld beyond that specified above, the EMPLOYEE shall be paid waiting time at the rate of straight time up to eight (8) hours per day. This clause shall not apply if an EMPLOYEE quits. They will then be paid on the regular pay day.

4. The EMPLOYEE shall notify EMPLOYER/FOREMAN at the time of lay-off or termination whether EMPLOYEE will (1) pick up their final check at job site or (2) EMPLOYER'S office, unless the EMPLOYEE specifies their check be mailed by noon the next day, otherwise the EMPLOYER can utilize direct deposit for payment.

5. If an EMPLOYEE receives a check that is returned from the bank uncollectible, then the EMPLOYEE shall be paid waiting time at the regular straight time rate for each working hour of waiting until such check is honored, plus all other charges incurred by said EMPLOYEE regarding payment of the check.

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

Section 4. The authorized business representative of the UNION having jurisdiction of the work covered by this AGREEMENT shall be allowed admission to any jobs at any time for the purpose of investigating conditions on the job; provided, however, that they shall give notice to the office, superintendent of the job or the EMPLOYER'S agent, and shall not unduly interfere with workmen during working hours.

Section 5. In the event the EMPLOYER fails to make any wage payments, the UNION may enforce this ARTICLE through the settlement of disputes, JOINT ARBITRATION BOARD (Article XVIII in this AGREEMENT) or may file a legal action in its own name or in the name of the EMPLOYEE or EMPLOYEES involved. In the event it is necessary for the UNION to retain an attorney to enforce this ARTICLE, the EMPLOYER shall pay reasonable attorneys fees incurred in the collection of moneys due, including the bringing of an action-at-law. In addition, the EMPLOYEE by himself or through the UNION, shall have the right to use any remedy set forth in the revised statutes or any, other applicable Washington State Laws for the collection of wages. In addition to the above remedies, the Union also shall be free to withhold labor from any EMPLOYER, who fails to pay EMPLOYEES or whose checks are returned, for non-sufficient funds after providing five (5) days written notice to the EMPLOYER.

ARTICLE IX APPRENTICESHIP

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

Section 2. No Apprentice shall be hired by any EMPLOYER until both the EMPLOYER and the Apprentice have been approved by the J.A.T.C. Any EMPLOYER employing Journeymen 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 3. 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 experiences in the craft of Bricklaying and related crafts. The parties, therefore, agree that every apprentice, improver 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, improver or trainee shall not spend less than approximately 50% of his work week in the actual performance of their craft, i.e. bricklaying, marble, P.C.C.

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. 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 5: Pre-Apprentice Pointer-Cleaner-Caulker. The Pre Apprentice Pointer-Cleaner-Caulker will be paid at 50% of scale with no benefits. The only Union wage deduction will be for apprentice dues check-off. A pre-apprentice PCC may only work at 50% of scale for a maximum of 160 hours or 20 working days. If the Employer elects to retain him/her then they will be advanced to 50% of scale with benefits. Pre-job PCC apprentices will be subject to Article III Union Security Clause. Pre-job apprentices are not State registered apprentices and therefore should not be used on prevailing wage jobs. Any Employee retained after the trial period shall receive retroactive benefits for half of the hours worked during that period.

ARTICLE X DUES CHECK-OFF

The EMPLOYER shall deduct from the wages of each EMPLOYEE who has signed a check-off authorization conforming to federal law, and transmit monthly to the UNION (or agencies designated by said UNION for the collection of such money), the sum for each hour paid which the UNION has specified, or specifies from time to time and so advises the EMPLOYER in writing, as the portion of each Employee's Union dues to said Union, to its INTERNATIONAL UNION, or to any other affiliate of the INTERNATIONAL UNION, subject to check-off. The sums transmitted shall be accompanied by a statement, in a form specified by the UNION, reporting the name of each person whose dues are being paid and the number of hours each EMPLOYEE has been paid. Two and one-half percent (2 1/2%) of the total wage package shall be withheld for each hour worked for I.U. and Local dues check-off. Example of WORKING DUES CHECK-OFF AUTHORIZATION attached as Schedule E.

ARTICLE XI FRINGE BENEFITS / CONTRIBUTIONS

The following sets forth the identity of the Trust Fund to be paid and the jurisdiction by county of each Trust Fund. The EMPLOYER is instructed to pay the contribution into the specified Trust Fund in which the address (by county) of the Project is located, not the Employee's place of UNION membership and/or residence. It is also understood that the EMPLOYER is instructed that any and all payments are to be made subject to the terms of the appropriate Trust Fund and the Administrative Agent for the Masonry Security Plan shall be the Collection Agent for all Fringe Benefit Contributions required under this Collective Bargaining Agreement, except Local 3 (Spokane). Further, the appropriate collection agent for Local 1 or Local 3 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:

Western Washington BAC Local #1 Pension Trust

Pursuant and subject to its Trust Agreement and Plan (Seattle, WA).

(NWA)

Trade Pension will be submitted to:

Bricklayers and Trowel Trades International Pension Trust (Seattle, WA).

Jurisdiction: Eastern Washington State Counties of Asotin, Columbia, Garfield, Kittitas, Klickitat, Douglas, Chelan, Franklin, Benton, Walla Walla, Grant, Yakima, Whitman, Adams, Lincoln, Spokane, Pend Oreille, Stevens, Ferry, and Okanogan. The State of Idaho includes all of Lewis, Latah, Nez Pierce, Idaho, Bonner, Boundary, Benewah, Kootenai, Shoshone, Clearwater and Northern Idaho and all of Montana.

(MIT)

Health and Welfare will be submitted to:

Masonry Industry Trust Administration

Pursuant and Subject to its Trust Agreement and Plan (Portland, OR).

(MIT)

Local Pension will be submitted to:

Northwest Bricklayers Pension Trust Fund

Pursuant and Subject to its Trust Agreement and Plan (Portland, OR).

(BAC Int'l)

Trade Pension will be submitted to:

Bricklayers and Allied Trowel Trades International Pension Trust

Pursuant and Subject to its Trust Agreement and Plan (Washington, DC).

Section 1. VACATION. Every EMPLOYER shall make a deduction as set forth in either Schedule A or Schedule B accompanying this AGREEMENT for each compensable hour of employment as a vacation allowance. In accordance with the rules and procedures established and agreed to by the parties to this Agreement.

1. 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 Trustees of the respective Masonry Security Plans for transmittal to Northwest Administrator. 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 Board of Trustees of the Masonry Security Plan. The EMPLOYER agrees to be bound by the 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.

3. The vacation allowance withheld by the EMPLOYER may be allotted to the UNION for the payment of initiation fees and UNION dues on the approval of EMPLOYEES through a proper authorization slip furnished by and on the UNION'S request.

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

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

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

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

Section 4. APPRENTICESHIP. It is agreed that each EMPLOYER will contribute a sum as set forth in either Schedule A or Schedule B accompanying this AGREEMENT for each compensable hour of employment by each EMPLOYEE covered under this AGREEMENT into Western Washington Masonry Trades Apprentice Training Trust or Spokane Local 3 Training Trust.

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

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

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

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

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

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

ARTICLE XII ADDED CONTRIBUTIONS

Each EMPLOYER shall deduct for each compensable hour worked by each EMPLOYEE employed under the terms of this AGREEMENT those additional amounts set forth on Schedule A or Schedule B accompanying this AGREEMENT, including deductions pursuant to Article III, UNION Security.

ARTICLE XIII 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, DOSH or other, and any safety measure required for the project including ergonomics. The EMPLOYER and the EMPLOYEES shall at all times be responsible for providing a safe job site and shall be responsible for the work performance and safety of all personnel, equipment and materials within their care, custody or control. The EMPLOYER shall furnish certain safety equipment for the Work and the EMPLOYEES shall wear personal protective equipment in compliance with applicable OSHA/DOSH requirements and EMPLOYER'S safety rules. EMPLOYEES shall PROMPTLY provide EMPLOYER with notice of any safety hazards or violations found anywhere on the job site, and any injury which occurs on the job site.

Section 1. No EMPLOYEE shall refuse to do work tasks that have been assigned by the FOREMAN, or EMPLOYER'S Representative unless the EMPLOYEE can verify and point out DOSH safety violation(s). In that case the Employer will have a reasonable time to correct the deficiencies so that the work tasks can continue or be completed. If the Employee(s) continues to refuse to work after the deficiencies are corrected to the satisfaction of the Foreman and/or EMPLOYER'S Representative, 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 (1) 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 of his regular wages and/or other benefits suffered as a consequence of performing the assignment.

Section 2. For the purpose of this Article a Safety Committee will be formed consisting of three representatives - project FOREMAN/EMPLOYER'S Representative, EMPLOYEE (BAC Member) employed on the project at the time of the occurrence, and a UNION Representative. The Committee will review and resolve the issue within 24 hours, if not, the matter will be referred to the J.A.B. The Committee has the authority to investigate and resolve each issue under review.

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

Section 4. 12" Block. EMPLOYERS and the UNION agree that two (2) blocklayers will work as a team on 12-inch block.

Section 5. All EMPLOYEES must wear hard hats where required. Any EMPLOYEE who reports to work without a hard hat in his possession shall not be permitted to start work. EMPLOYER'S may furnish hard hats first time employed.

Section 6. All BAC members covered under this AGREEMENT will be required to have a valid first aid card. 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 EMPLOYER'S request special training sessions, the UNION and EMPLOYER with shared responsibility will provide such classes as long as ten (10) members are in attendance.

ARTICLE XIV CONTINUED EDUCATION

Section 1. All training classes will be under the supervision and presentation of the Western Washington Masonry Trades Apprenticeship & Training Trust / Spokane Local 3 Training Trust.

Section 2. This journey upgrade course will be eight (8) hours per year. The journey upgrade training is intended to broaden skills and knowledge and will consist of cross training in different disciplines under the BAC jurisdiction such as pointing, caulking, cleaning, marble, tile, stone, terrazzo or other discipline outside the journeyman / apprentice focused training. The journey upgrade training will not be used to establish basic skills such as scaffold, CPR or forklift certification requirements and DOSH requirements.

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

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

Section 5. Curriculum for the program will be furnished and certified by the Western Washington Masonry Trades Apprenticeship & Training Trust / Spokane Local 3 Training Trust. A quarterly report of completions will be provided to the Washington State Conference of Mason Contractors and BAC 1 / BAC 3 Washington.

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

ARTICLE XV SUBSTANCE ABUSE *SEE ADDENDUM 1*

ARTICLE XVI REGISTRATION

Section 1. Every EMPLOYER, when requested, shall provide Washington State 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 their 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 application for contractor registration with the State of Washington; copy of his State of Washington Contractor's bond; and shall advise the UNION in writing of his Unemployment Insurance account number, Industrial Insurance account number, State Tax number and EMPLOYER Identification number.

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

ARTICLE XVII TRAVEL, SUBSISTENCE AND SPECIALTY PAY

Section 1. All travel and subsistence allowances will be reimbursed per Schedule A for Eastern Washington and Schedule D for Western Washington.

Section 2. All EMPLOYEES engaged in work beyond prescribed free zone will be reimbursed per Schedule A for Eastern Washington and Schedule D for Western Washington.

Section 3. From the EMPLOYER'S Shop, all toll bridges, ferry and other forms of transportation expenses shall be reimbursed by the EMPLOYER in addition to the transportation expense as provided in the Schedule. All parking expenses shall be reimbursed by the EMPLOYER. Employees must seek reasonable parking within a four block radius, *EMPLOYEES must provide receipts to EMPLOYER. Carpooling is encouraged and shall be implemented whenever possible.* Excessive costs will not be reimbursed. Bus passes will be reimbursed. If parking is purchased where no receipt is given, any EMPLOYER requesting proof of parking purchase shall furnish blank receipts to EMPLOYEE to fill out.

Section 4. There shall be no pro-rated Travel and/or subsistence.

Section 5. EMPLOYEES must be paid for going from one job to another during working hours and must not use any of their coffee breaks or lunch period in making such change.

Section 6. Refractory

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

3. **Subsistence - When working ten (10) or twelve (12) hour shifts, subsistence shall be provided only with proof of receipt of overnight stay.**

ARTICLE XVIII 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, disputes, contradictions and interpretation 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:

(a) Within ten (10) calendar days after the first occurrence of the action of the EMPLOYER or the UNION, or other situation or condition giving rise to the grievance, the aggrieved EMPLOYEE, EMPLOYEES or EMPLOYER, shall personally present the grievance to their FOREMAN/EMPLOYER'S Representative, BAC Craft Steward, or the UNION.

(b) If no settlement satisfactory to the aggrieved party is reached within three (3) working days, a representative of the aggrieved party, UNION or EMPLOYER shall present the grievance in writing to the other party within five (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.

(c) If a settlement satisfactory to the aggrieved party or the parties is not reached within the five (5) working days, the grievance, by certified letter, shall be referred within five (5) additional working days by the aggrieved party to the Joint Arbitration Board. The Board shall consist of six members; three member's 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 2/3 majority vote. Each member will serve for a period of twelve (12) months. A decision of the Board shall be made by a 2/3 majority vote of the Board. The Board shall meet as necessary to consider any grievance. 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.

(d) If a settlement of the grievance is not reached by the Board, the grievance shall be referred within five (5) additional working days by either party and by written certified letter to the Federal Mediation and Conciliation Service, Washington, D.C. A copy of such request shall be mailed requesting a list of seven (7) arbitrators, such letter to be mailed with a copy 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 (30) days following the close of the hearing. 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;

(a) 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.

(b) 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.

(c) The Arbitrator fees and expenses shall be paid by the losing party. The parties shall be responsible for all of their own other costs, reimbursements, witnesses, expenses and Attorney's fees.

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

Section 6. Where a jurisdictional dispute involves any UNION, it shall be referred for resolution to the INTERNATIONAL UNION'S, with which the disputing UNION'S are affiliated. The resolution of the disputes shall be reduced to writing signed by representatives of the INTERNATIONAL UNION'S, and the EMPLOYER will abide by the resolution. The disputed work shall continue as assigned by the EMPLOYER until the dispute has been resolved, The provisions of Section 5, above, apply to disputes covered by this paragraph.

ARTICLE XIX PROTECTION OF RIGHTS

Section 1. It is the intent of the EMPLOYER and the UNION to protect all job site work which has been traditionally performed by EMPLOYEES under this AGREEMENT.

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

Section 3. Part A. 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, successors, assigns or any other business entity, including a joint venture, wherein the EMPLOYER (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this AGREEMENT shall be applicable to all such work.

Section 3 Part B. All charges of violations of Section 3 - Part A of this ARTICLE shall be considered as a dispute under this AGREEMENT and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XVIII of this Agreement. As a remedy, for violations of this Section, the arbitrator (or arbitration body) provided for in Article XVIII is empowered, at the request of the UNION, to require an EMPLOYER to (1) pay to affected EMPLOYEES covered by this AGREEMENT including registered applicants for employment, the equivalent of wages lost by such EMPLOYEES-as a result of the violations, and (2) pay into the affected joint trust funds per the

Schedule any delinquent contribution to such funds which have resulted from the violations, including such interest as may be prescribed by the Trustees or by law. Provision for this remedy herein does not make such remedy the exclusive remedy available to the UNION for violation of this Section nor does it make the same or other remedies unavailable to the UNION for violations or other sections or articles of this AGREEMENT.

Section 3 Part C. If, as a result of violation of this ARTICLE, it is necessary for the UNION and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Section B above, or to defend an action which seeks to vacate such award, the EMPLOYER shall pay any accountants' and attorneys' fees incurred by Union and/or the fund Trustee, plus costs of litigation, which have resulted from the bringing of such court action.

Section 4. There will be no strikes, no work stoppages, slowdowns, or other interference's with the work because of jurisdictional disputes.

ARTICLE XX WORK OUTSIDE OF JURISDICTION

Section 1. An EMPLOYEE engaged in masonry work in another local UNION'S jurisdiction shall register their jobs before starting to work with the local UNION in that work area.

Section 2. In the event the EMPLOYER takes or sends any of their EMPLOYEES into another local UNION'S jurisdiction covered by this AGREEMENT, such EMPLOYEE shall receive the higher rate of pay or better working conditions as specified in this AGREEMENT, or in the prevailing agreement in the area where the work is performed and in all events the EMPLOYER shall pay the hourly contributions to the Trusts as specified in this AGREEMENT on such EMPLOYEES.

Section 3. The EMPLOYER shall, when engaged in masonry work in another jurisdiction, comply with all of the lawful clauses of the masonry bargaining AGREEMENT in effect in such other local UNION'S jurisdictions provided there shall be no dual payment of trust fund contributions.

ARTICLE XXI SEPARABILITY

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

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

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

ARTICLE XXII MISCELLANEOUS BASIC PROVISIONS

Section 1. Both the EMPLOYER and the UNION agree that their respective rights and obligations under this AGREEMENT will have been accorded by the performance and fulfillment of the terms and conditions herein.

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

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

ARTICLE XXIII LIGHT DUTY RETURN TO WORK

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

ARTICLE XXIV CONTRACT RESPONSIBILITY

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

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

Section 3. All EMPLOYEEES covered under this AGREEMENT will be required to have a valid first aid card. The UNION and EMPLOYER in a joint effort shall hold first aid and safety training classes for their member's and EMPLOYEEES. Should an EMPLOYER or group of EMPLOYER'S request special training sessions, the UNION and EMPLOYER with shared responsibility will provide such classes as long as ten (10) members are in attendance.

ARTICLE XXV TOOLS AND EQUIPMENT

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

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

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

Section 4. EMPLOYER'S will furnish, but not limited, to all power tools, machinery, equipment and masonry wall line.

ARTICLE XXVI RIGHTS OF THE PARTIES

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

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

ARTICLE XXVII WORKING RULES

1. Every EMPLOYER working in this jurisdiction shall hire a reasonable percentage of Craftworkers at not less than 50% of the Masons excluding the Foreman on all projects when Local members are available. Prior to starting a project, a manpower utilization plan will be submitted to the UNION outlining EMPLOYEES required and EMPLOYEES being brought in by the EMPLOYER for the project. If the UNION can not provide the required manpower, the EMPLOYER can bring in the required work Force from another jurisdiction. If during the course of the project, manpower does become available to the UNION, the EMPLOYER will not be required to lay off or send back any of his EMPLOYEES brought in without prior Approval of the EMPLOYER, EMPLOYEE or the UNION. Mandatory replacement will not be required.
2. EMPLOYER'S and EMPLOYEES covered by this AGREEMENT shall strive for workmanship in the job which will reflect quality and efficiency and be a credit to the Masonry Industry. It is agreed that quality workmanship will encourage the perpetuation of the use of masonry construction by architects, engineers, general contractors, and owners, and therefore any EMPLOYER or EMPLOYEE who repeatedly performs inferior workmanship or knowingly violates the building codes covering masonry construction may be held in violation of this AGREEMENT and subject to action by the Joint Arbitration Board.
3. EMPLOYEES shall abide by and strive for reduction of job accidents, wear hard hats as required by DOSH, ascend and descend all scaffolding in a safe manner, and use caution to prevent job accidents. Any EMPLOYEE failing to abide by the safety regulations on the job or working in a manner which may cause injury to himself or other EMPLOYEES shall be subject to immediate dismissal.
4. EMPLOYEES will adhere to the EMPLOYER'S safety programs and all DOSH regulations.
5. The EMPLOYER will provide potable drinking water, at each job site.
6. The EMPLOYER will see that arrangements will be made to have toilet facilities on each job site.
7. The EMPLOYER will make available, a warm dry place for EMPLOYEES to eat lunch, standby and store tools during work hours on each job site with a minimum crew of seven (7) journeymen bricklayers.
8. EMPLOYEES are not expected to carry power tools, equipment or materials for a project, to or from the job site with their personal vehicles unless previously arranged with the Employer.
9. Apprentices will not be used as cheap Hodcarrier's nor will they be hired as full time Sawyers. An Apprentice who feels the EMPLOYER has violated Article IX; Section 3 above, will report the matter to the Apprentice Coordinator or Union representative and, if available, the craft steward, who shall attempt to resolve the problem with the foreman, Employer or any other person delegated as the Employer's agent.
10. All masons will respect the line while the trigg is being set.
11. All EMPLOYEES covered under this AGREEMENT will work together cooperatively as a team to create a harmonious workplace and to achieve the highest quality craftsmanship and productivity.

12. 12" Block. EMPLOYERS and the UNION agree that two (2) blocklayers will work as a team on 12-inch block.
13. All material will be set up (stocked) at a convenient height so as not to cause unnecessary physical strain to the mason.
14. When vertical steel is higher than 48 inches above the level at which the masons are standing, open end units will be provided if possible or the masons will be allowed to "double-up" to reduce undue physical strain.
15. Jump planks will not be used to replace scaffolding.
16. The Employer shall make every effort to reduce the exposure of his Employees to masonry dust by using a wet saw.
.
17. No Craftworkers performing work covered by this AGREEMENT shall receive orders from any person other than the Foreman, Employer or any other person delegated as the Employer's agent.
18. B.A.C. members covered by this AGREEMENT may not contract their labor anytime for any reason.
19. A line furnished by the EMPLOYER shall be used on every course, and on back up work, whenever practical. EMPLOYEES shall not work ahead of the line.
20. Only BAC members will strike masonry work.
21. Any violation of the above sections shall be referred to the Craft Steward, Foreman or UNION Representative and/or Employer for prompt resolve. Craftworkers who violate any of the above sections could be subject to penalties assessed by this contract.

ARTICLE XXVIII ADDITIONAL WORKING RULES - FIREBRICK

1. On a firebrick job necessitating a change of clothing due to the dirty nature of the work, EMPLOYEES shall be allowed fifteen (15) minutes to change clothing and clean tools and will be allowed a reasonable amount of time for cleanup before lunch unless mutually agreed at the pre-job conference. This clean up may take place at the work station but in no event shall this provision be misconstrued to permit the bricklayers to leave their work stations ahead of the regular quitting time.
2. If EMPLOYEES are on a firebrick job which requires special tools to perform the work, the special tools will be furnished by the EMPLOYER.
3. EMPLOYEES involved in welding operations shall be furnished with proper welding hood and lenses for eye protection and protective clothing,
4. All welding shall be shielded to protect all workers in the vicinity.
5. Adequate lighting shall be provided.

6. Wall height on coke ovens walls shall not exceed three (3) feet six (6) inches. The top of the working platform shall be approximately six (6) inches below the top of the wall. First lift wall height shall be flexible to assure succeeding three (3) feet six (6) inch maximums.
7. Wall height in blast furnaces shall be a maximum of three (3) feet six (6) inches from the top of the working platform. The top of the working platform shall be approximately six (6) inches below the top of the wall. On heavier walls, bricklayers shall work as partners to minimize material handling.
8. Back fill and vibrating of all refractory materials with electrical vibrators, air vibrators or any other methods shall be performed by bricklayers. When dry packing is used, air blowers shall be installed for proper ventilation. The ventilation shall be as determined by applicable state standards.
9. To avoid abuses in blast furnace work, every effort shall be made to keep the lead no more than four (4) courses ahead of the key. Bricklayers shall work together to level up the wall and key all courses. Bricklayers shall not start more than one course of bottom block at a time unless no grinding is involved.
10. Coke oven walls over eighteen (18) inches thick shall be saddled by two bricklayers and the line shall be raised on both sides at the same time when possible.
11. A line furnished by the EMPLOYER shall be used on every course, and on back up work, whenever practical. EMPLOYEES shall not work ahead of the line.

ARTICLE XIX
DURATION, TERMINATION, AMENDMENT

Section 1. This AGREEMENT shall be in full force and effect commencing June 1, 2010 and shall continue in full force to and including May 31, 2012.

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

Section 3. The parties may at any time mutually agree to change or amend any part of this AGREEMENT upon thirty (30) days written notice and these changes or modifications shall not affect the continuing nature of this AGREEMENT.

Signed this _____ day of 2010.

EMPLOYER REPRESENTATIVES

**BAC LOCAL NO. 1 and 3 WA
REPRESENTATIVES**

Addendum I

ARTICLE XIV SUBSTANCE ABUSE PROGRAM

In accordance with the substance Abuse Policy of the Collective Bargaining Agreement between B.A.C. Local #1 and #3 of Washington and the W.S.C.M.C., the parties agree to the following Substance abuse Program.

ARTICLE I

TESTING OBJECTIVES

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

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

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

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

ARTICLE 2

PROCEDURE FOR SCREENING

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

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

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

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

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

ARTICLE 3

PROBABLE SUSPICION OR ACCIDENT INVOLVEMENT

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

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

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

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

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

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

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

ARTICLE 4

CONSENT AND TRANSPORTATION PROCEDURES

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

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

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

1. Make it clear to the employee that the request to sign the form and take to exam/test is a direct order.
2. Ask the employee if they understands the order. (If the employee responds that they do not understand the order, explain your order again.) Explain to the employee that failure to comply with the order constitutes insubordination, which will result in termination.
3. Issue a second direct order to sign the form and take the exam/test. If the employee refuses, inform the employee that they will be terminated.

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

ARTICLE 5 TYPE OF TEST

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

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

ARTICLE 6 TESTING PROCEDURAL SAFEGUARDS

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

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

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

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

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

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

ARTICLE 7

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

ARTICLE 8

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

ARTICLE 9

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

BEHAVIOR REPORT FORM

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

Employee

Supervisor

Witness

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

*SPEECH _____

*DEXTERITY _____

STANDING / WALKING _____

*JUDGEMENT / DECISION MAKING _____

*APPEARANCE (EYES, CLOTHING ETC.) _____

Employee

Supervisor

Date

Witness

CLINIC CONSENT FORM

Employee _____ Date _____
Employer _____
Project _____ Job No. _____
Jobsite Address _____
Jobsite Contact _____ Phone No. _____
Union Name/Local No. _____ Contact _____
Union Address _____
Union Phone No. _____
_____ Pre-employment _____ Annual
_____ Injury on the job _____ For cause
_____ Other _____
Results to be sent to: _____ Jobsite Contact _____

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

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

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

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

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

Date: _____ Employee Signature: _____

Time: _____ Witness Signature: _____

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

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

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

Collection by: _____

Clinic Name: _____

AGREEMENT FOR CONTINUATION OF EMPLOYMENT

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

1. The Employee must submit to evaluation of potential alcohol or drug problems by a recognized and certified evaluation professional.
2. The Employee must agree to participate in all rehabilitation treatment recommended by the counselor performing the evaluation.
3. The employee must authorize the evaluation counselor to provide a copy of the rehabilitation treatment recommendation to the company.
4. The rehabilitation facility must agree to closely monitor the Employee's attendance at all required sessions. The rehabilitation facility shall notify the Company of the Employee's failure to satisfactorily attend treatment sessions. Failure of the Employee to adhere to the program for treatment will subject the Employee to discharge.
5. In the event the Employee is absent from work during the period of rehabilitation treatment, he or she may be subject to alcohol or drug testing.
6. During the period of rehabilitation treatment as outlined by the evaluation counselor, the Company will test the Employee for alcohol and drug use on a random basis. Such random tests shall not exceed four random tests during this period. However, such random tests are in addition to any tests that may be necessitated on a for cause basis as defined in the Company's Alcohol and Drug Program or as part of their program to monitor compliance with their treatment program. the employee will be subject to discharge if they refuse to submit to testing or if the Employee tests positive for drugs or alcohol during this time period.

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

Employee _____

Company _____

Date _____

URINE DRUGS OF ABUSE THRESHOLDS

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

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

BRICKLAYERS LOCAL #3 WA/ID/MT-Spokane, WA

SCHEDULE "A" Eastern Washington, North Idaho

Effective June 1st 2010 the following adjustments in wages and fringe benefits shall be made because of an

	Fringe Benefits								Deductions		
	On-check Wages	H & W	N.W. Pension	IU Pension & PPA	Promo	Appr.	Bac/ Pac	Rebound	Total package	CU/Vacation	Dues & M/R
*Foreman	\$ 27.81	\$6.50	\$ 3.93	\$1.35/.15	\$.85	\$.38	\$.01	\$.05	\$41.03	\$1.50	\$ 1.40
J-man w 8 hrs	\$ 26.81	\$6.50	\$ 3.93	\$1.35/.15	\$.85	\$.38	\$.01	\$.05	\$40.03	\$1.50	\$ 1.40
J-man w/o 8 hrs	\$ 26.56	\$6.50	\$ 3.93	\$1.35/.15	\$.85	\$.38	\$.01	\$.05	\$39.78	\$1.50	\$ 1.40
A-2 90% 4201-4900 hrs	\$ 24.13	\$6.50	\$ 3.93	\$1.35/.15	\$.85	\$.38	\$.01	\$.05	\$37.35	\$1.50	\$ 1.20
A-2 80% 3501-4200 hrs	\$ 21.44	\$6.50	\$ 3.93	\$1.35/.15	\$.85	\$.38	\$.01	\$.05	\$34.66	\$1.50	\$ 1.20
A-2 70% 2801-3500 hrs	\$ 18.77	\$6.50	\$ 3.93	\$1.35/.15	\$.85	\$.38	\$.01	\$.05	\$31.99	\$1.50	\$ 1.20
A-2 60% 2101-2800 hrs	\$ 16.09	\$6.50	\$ 3.93	\$1.35/.15	\$.85	\$.38	\$.01	\$.05	\$29.31	\$1.50	\$ 1.20
A-2 55% 701-2100 hrs	\$ 14.75	\$6.50	\$3.93	\$1.35/.15	\$.85	\$.38	\$.01	\$.05	\$27.97	\$1.50	\$ 1.20
A-1 **40% 0-700 hrs	\$ 10.72	\$6.50	\$ 0.00	\$ 0.00	\$.85	\$.38	\$.01	\$.05	\$18.51	\$ 0.00	\$ 1.00

increase of \$.50

PPA= Pension protection Act, will be submitted same as IU pension

Contract in effect until 5/31/2012

Journeyman/Foreman Dues check off-\$**1.40** = .40 IU + .60 Local + .40 Industry Enhancements

A-2 Dues check off-\$**1.20** = .40 IU + .60 Local + .20 Industry Enhancements

A-1 Dues check off-\$**1.00**= .40 IU + .60 Local + .00 Industry Enhancements

*Foreman \$1.00 minimum over Journeyman wage; \$27.81

** Probationary period of first 700 hours; No pension contributions will be made on behalf of apprentices during their first 700-hour period. This only applies when they are receiving 40% of scale. All other fringes shall be paid. Probationary apprentices are exempt from Credit Union deductions. Pension contributions shall be made on all apprentices above 40%.

***HOWARD & RIVERSIDE OR EMPLOYEES PERMANENT RESIDENCE, WHICHEVER IS CLOSER, ARE DESIGNATED AS DISPATCH POINTS USING AAA MILEAGE.**

**** Subsistence is a taxable wage for the IRS tax laws, therefore subsistence payments made will be adjusted to account for necessary taxes**

Contractors are required to pay into all trust funds as specified above, regardless of whether or not the employee is a member of the Union. Employer contributions are due the 15th of the following month.

SCHEDULE B – WAGE & FRINGE BENEFITS

BAC Local #1 Western Washington

BRICK . MARBLE . PCC

WAGE & BENEFIT PACKAGE

Effective June 1, 2010 through November 30, 2010, the following basic wage rates will prevail:

<u>Journey Level</u> Bricklayer, Marble Mason, PCC \$34.55	<u>Journey Level</u> Brick – Block Finishers \$27.69
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All foreman will receive at least \$1.00 more per hour. Apprentices will be advanced to the next percentage rate each six or twelve months providing they have worked at least the minimum hours at that rate of pay.

APPRENTICE WAGE SCALE				
Level	OTJ Hours		Brick, Marble, PCC	Brick/Block Finisher
50%*	750 hours	6 months	\$ 17.28	\$ 17.28
55%	1500 hours	12 months	19.00	19.00
60%	750 hours	6 months	20.73	20.73
70%	750 hours	6 months	24.19	24.19
80%	750 hours	6 months	27.64	
90%	750 hours	6 months	31.10	
95%	750 hours	6 months	32.82	

All percentages are based on Journeyman Bricklayer schedule.

* Benefits will be different for 50% PCC Apprentices Only during the first 160 hours

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

Brick-Marble-PCC	Deductions	Brick/Block Finishers
1.00 per hour	Vacation	1.00 per hour
(Local .71 + IU .47) 1.18 per hour	Journey Level Check-Off	(Local .60 + IU.40) 1.00 per hour
(Local .47 + IU.47) .94 per hour	Apprentice Check-Off	(Local .40 + IU.40) .80 per hour
.48 per hour	Market Recovery	.48 per hour
.05 per hour	Local Promotion Fund	.05 per hour
.01 per hour	WSB&CTC	.01 per hour
.02 per hour	Local Scholarship Fund	.02 per hour

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

BENEFIT REMITTANCE:	Apprentices	Finishers	Journeymen
Health and Welfare	\$6.25	\$6.25	\$6.25
Local Pension Fund	3.23	4.08	4.08
Trowel Trades Pension Fund	.50	1.00	1.00
P.P.A (Pension Protection Act)	.08	.15	.15
Local Apprentice Trust Fund	.69	.69	.69
WTTPF Promotion	.30	.30	.30
BAC / WTTPF Promotion	.05	.05	.05
Total Fringes	\$11.10	\$12.52	\$12.52

TOTAL HOURLY PACKAGE:
\$40.21

BRICK, MARBLE, PCC \$47.07

Brick-Block Finisher

SCHEDULE C – WAGE INCREASES

BAC LOCAL NO. 1

June 1, 2010 through May 31, 2012

1st 6 Months	June 1, 2010 through November 30, 2010	\$.40 increase
2nd 6 Months	December 1, 2010 through May 31, 2011	\$.40 increase
3rd 6 Months	June 1, 2011 through November 30, 2011	\$.40 increase
4th 6 Months	December 1, 2011 through May 31, 2012	\$.40 increase

SCHEDULE D

TRAVEL, SUBSISTENCE AND SPECIALTY PAY

- 1) Travel outside the free zone shall be reimbursed at the rate of IRS rate per mile, per day, roundtrip from the edge of the free zone to the project site. Mileage will be figured using the most direct route from the employer's shop to the project. A project that sits outside the edge of the free zone and within 50 miles of the edge will be reimbursed at the rate of IRS rate per mile or \$10.00, whichever is greater.
- 2) Subsistence for a project site that is 50 to 250 miles from the edge of the free zone shall be reimbursed at the rate of \$75.00 per day for five (5) days. Travel will be reimbursed at IRS 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.
- 3) Subsistence to project sites over 250 miles from the edge of the free zone shall be reimbursed at the rate of \$75.00 per day for seven (7) days.
- 4) Should the employee(s) be allowed to, or choose to, work four (4), ten-hour days to allow them to spend three days at home, the employer will only be required to pay for six (6) days at the current subsistence day rate.
- 5) All travel expenses for commuting on weekends shall be the sole responsibility of the employee(s) and no additional mileage or subsistence will be paid.
- 6) There shall be no pro-rated travel or subsistence allowed.
- 7) From the employer's shop all toll bridges, ferry and other forms of travel expense shall be reimbursed by the employer in addition to the travel expense as provided in Sections 1,2,3, 6 and 7 of the Article. The employer shall reimburse all parking expenses. Employees must seek reasonable parking within a four (4) block radius. *EMPLOYEES must provide receipts to EMPLOYER. Carpooling.* Employees must provide receipts to their employer or their representative. Bus passes will be reimbursed. If parking is purchased where no receipt is given, any employer requesting proof of parking purchase shall furnish blank receipts to employees to fill out.
- 8) Employees must be paid for going from one project to another during working hours and must not use any of their coffee breaks or lunch period in making such change.
- 9) Employees working on McNeil Island shall receive \$25.00 per day as travel expenses, unless job contract has other provisions equal to or greater than \$25.00 per day.
- 10) Travel expenses are reimbursed at the rate of IRS 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 rate allowance and will be paid separately.
- 11) Subsistence is described as reimbursement of cost when it is required to stay overnight at or near the project. Subsistence is also determined by mileage that is 50 miles or more past the edge of the free zone. Subsistence allowance (current rate) is to cover all expenses in respect to ordinary and necessary expenses incurred or which

the employer reasonably expects to be incurred by an employee for lodging, meals and/or incidental expenses while traveling away from home in connection with the performance of services as an employee. Incidental expenses include expenses for laundry, dry cleaning and tips. However, telephone calls and taxicab fares, along with travel to and from, are not considered incidental expenses and must be accounted for separately.

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

Section 6. Refractory.

1. Orientation
 - a. All Employees shall be reimbursed for any site specific safety training, online or on site. (excluding C-Stop or its equivalent).
2. Gunitite Nozzleman - shall receive three dollars (\$3.00) per hour above the journey level rate.
- ~~3.~~ Hot Pay
 - a. If Hot Work is performed on a furnace (boiler, reactor, melter, etc.) in a cool down hot storage or live conditions that creates an abnormal working environment due to excessive heat, a premium should be paid to the crew (employees) accomplishing this work. The scope of the work and degree of discomfort should be evaluated by both the Contractor and the owners representative.
 - b. Hot Pay as follows:
 - i. Paid at Time and One Half if on straight time shift
 - ii. Paid at Two times the hourly rate if on time and one half shift
 - iii. Paid at Two and One Half times the hourly rate if working on double time shift.
 - Note: All boots specifically burned, melted or destroyed by heat or chemicals during normal course of performing work shall be replaced at the Employers expense. (Normal wear and tear excluded).
 - Note: Any specialty personal protective equipment required shall be furnished by the Contractor or Customer at no expense to the Employee. (Metal soled boots for aluminum plants)
4. Subsistence
 - a. Increase to \$90.00 per day
5. Rotary Kilns
 - a. The person installing the key in each ring of a rotary kiln, refractory brick lining, is responsible for the quality and eventually the life of the installation. The level of his ability and good judgment is critical to the success of the project.
 - i. Add of \$2.00 additional per hour for the Key person.
6. **Travel Zone – The Travel Zone for Refractory shall commence fifty (50) miles from the home.**
7. **Subsistence - When working ten (10) or twelve (12) hour shifts, subsistence shall be provided only with proof of receipt of overnight stay.**

SCHEDULE E
WORKING DUES CHECK-OFF AUTHORIZATION

I hereby authorize any of the various individual Employers who are signatory to a collective bargaining agreement with any Bricklayers & Allied Craftworkers Local Union, District Council, the International Union, or any other BAC affiliate, and by whom I may be employed during the terms of such agreement, or any renewal or extension, or any subsequent agreement, to deduct from my wages and transmit monthly to said Union the sum which the Union has specified, or specifies from time to time, as the portion of my union dues to said Union, to the International Union, or to any other BAC affiliate, subject to check-off through procedures conforming to applicable law. This authorization shall be irrevocable for a period of one (1) year following the date it was signed or until the current applicable collective bargaining agreement expires, whichever occurs sooner. This authorization shall be automatically renewed from year to year, unless sixty (60) days prior to the termination or the annual renewal date I revoke this authorization by written notice to the Union and to the individual employer by whom I am employed.

Date _____, 200 _____

Signature _____

Social Security No. _____

MEMORANDUM OF UNDERSTANDING WTTPF PROMOTION FUND

The Washington State Conference of Mason Contractors and Bricklayers & Allied Craftworkers, Local 1 of Washington agree as follows:

1. Effective June 1, 2005, all contractors bound to the Conference agreement shall be required to pay thirty (30) cents per hour worked by all employees working under the agreement to the Western Washington Trowel Trades Promotion Fund, to be used in furtherance of Western Washington Trowel Trades industry promotion efforts. These contributions are not wages.
2. Local 1 shall be provided two non-voting, advisory seats on the Western Washington Trowel Trades Promotion Fund board in order that the Western Washington Trowel Trades Promotion Fund may consult with and keep Local 1 informed of its promotion efforts. Local 1 shall be provided on a timely basis with financial information disclosing details on the expenditure of funds collected from contractors under this Memorandum.
3. In the event any employer fails to make any of the contributions as required by this Memorandum, 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: twenty percent (20%) or the amount due if collected prior to suit, or the filing of a lein.
4. This Memorandum of Agreement shall be considered as part of the Agreement now in place between the parties.

DATED this _____ day of June, 2005

Dennis Augustine
Executive Secretary
Washington State Conference of
Mason Contractors

Dennis Becker
President
Bricklayers Local No. 1
of Washington

MEMORANDUM OF UNDERSTANDING BRICK BLOCK FINISHER

The Washington State Conference of Mason Contractors/Independent Mason Contractors and Bricklayers & Allied Craftworkers Local 1 of Washington agree as follows:

Effective January 1, 2008, all contractors bound to the collective bargaining agreement between the Washington State Conference of Mason Contractors and BAC Local #1 Washington, or the agreement between the Independent Mason Contractors and BAC Local #1 Washington agree:

1. The classification of Brick and Block Finisher shall be added to Schedule B of the Agreement. The hourly wage rate shall be as listed on Schedule A, beginning at 50% of the journeyman rate. All other terms and conditions of the Agreement, including fringe benefit contributions, shall apply equally to the Brick and Block Finisher.
2. All work described in the "Trades Jurisdiction" section of the Agreement shall be performed by journeymen or apprentices, with the exception that the following work may be performed by the Brick and Block Finisher:
 - a. sawing of materials
 - b. cleaning of vertical surfaces constructed by journeymen and apprentices, such as clean-up of mortar and grout spills
 - c. installation of wall ties
 - d. waterproofing
 - e. flashing
 - f. installation of grout
 - g. washing of vertical surfaces
 - h. installing rebar in wall
 - i. other work traditionally and customarily performed under the Agreement by journeymen, except under no circumstances shall Brick and Block Finishers perform laying, setting, or striking of materials or the application of mortar. The Brick and Block Finisher shall not be used to replace any journeyman or apprentice.

The Brick and Block Finisher shall not perform the following duties: mixing, packing, wheeling and tempering of mortar and fire clay; mixing, handling and conveying of materials used by bricklayers and masons whether done by hand or any other process; building and disassembly of scaffolds, trestles, boxes and swing staging; hanging of cables and placing of putlogs; carrying bricks and mortar in a hod; cleaning and clearing of all debris on horizontal surfaces including scaffolds.

3. This Memorandum of Understanding shall be considered as part of the Agreement now in place between the parties.

DATED this _____ day of _____, 2009.

Labor:

Management:

