

LABOR AGREEMENT

ARTICLE I PARTIES

This Agreement is entered into this _____ day of _____, by and between BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION NO. 13 NEVADA hereinafter the "Union and _____".

ARTICLE II DURATION - TERMINATION - AMENDMENT

This Agreement shall be effective commencing March 1, 2010, shall continue in full force up to and including, February 28, 2013, and shall be automatically continued yearly thereafter unless written notice of intent to negotiate a new Agreement, in whole or in part, is given in writing by either party to the other not later than sixty (60) days prior to the expiration date or any anniversary date thereafter. The parties may at any time mutually agree to change or amend any part of this Agreement; such changes or modifications shall not affect the continuing nature of this Agreement.

The Employer and the Union acknowledge the adverse effect of the recession on employees and employers, and intend by this Labor Agreement to freeze all costs of labor for the Agreement's First Year (March 1, 2010 to and including February 28, 2011). Thereafter, upon written notice by either party not later than sixty (60) days prior to any anniversary date, the parties will engage in good faith negotiations for changes to the Labor Agreement for the second and third years of the Agreement.

ARTICLE III SCOPE OF WORK

Section A. This Agreement shall cover new construction, maintenance, repair and renovation work within the following Nevada counties: Clark, Esmeralda, Lincoln and the Southern portion of Nye County south of the 38th parallel; provided, however, that this Agreement shall not apply to Residential.

1. Before an Employer, signatory to this agreement, performs new construction, maintenance, repair or renovation work in any county in Nevada north of the 38th parallel, the Employer will negotiate in good faith with the Union concerning the terms and conditions of employment applicable to such work. No negotiations are required if the Employer chooses to perform such work in accordance with this Agreement.

Section B. This Agreement shall cover the work of Brick Masonry; Stone Masonry; All Natural & Artificial Masonry Materials; and Special Categories falling within the jurisdiction of the Union as defined in Code 1 to the Constitution, Rules of Order and Codes of International Union of Bricklayers and Allied Craftworkers, AFL-CIO, except that this Agreement does not apply to Residential Work. The foregoing shall include but not be limited to the work of

Masons. All work covered by this Agreement shall be assigned to employees represented by the Union. The cutting of materials at the site of construction may be assigned to finishers at the discretion of the Employer. Aerated Autoclaved Concrete (AAC) and coatings work shall also be covered by the terms of this Agreement

Section C. In addition, this Agreement shall cover all other assignments mutually agreed upon between the Employer and the Union on any other building products or systems related to the scope and type of work covered by this Agreement that are determined by these parties to fall within the work jurisdiction of this Agreement.

ARTICLE IV MANAGEMENT RIGHTS

The Employer shall have the right to hire, fire, suspend, direct the work force, and manage its' business in accordance with its best judgment, including but not limited to the right to exercise complete and exclusive control, management and operation of the Employer's equipment and personnel, the location and layout thereof and the determination of the nature and scope of the Employer's activities and methods pertaining thereto; the right to introduce new and to modify procedures, methods, processes, facilities and equipment and to make technological changes; the right reasonably to maintain order, safety, security and efficiency and to promulgate, publish and enforce such reasonable rules which in the discretion of management are necessary; the determination of the number of employees, the assignment of duties thereto, the right to direct the work force, including but not limited to scheduling, assigning, laying off, promoting and transferring of its employees.

ARTICLE V UNION RECOGNITION

Section A. The Union claims, and the Employer, having satisfied itself thereof, acknowledges that a majority of the Employer's employees in classifications covered by this Agreement have authorized the Union to represent them in collective bargaining. On that basis, the Employer hereby recognizes the Union under section 9(a) of the National Labor Relations Act, 29 U.S.C. 159(a), as the exclusive bargaining agent of all of its full-time and regular part-time employees in classifications covered by this Agreement on all present and future job sites within the jurisdiction of the Union.

Section B. There shall be open and nondiscriminatory employment on work covered by this Agreement.

Section C. On large scale projects exceeding twenty (20) crews, the Union or the Employer may request a pre-job meeting prior to the commencement of any work to discuss such issues as manpower requests, safety issues, job requirements, special concerns, etc.

ARTICLE VI HIRING PREFERENCE & DISPATCH PROCEDURES

Section A. The Union shall operate a non-exclusive hiring hall. When the Employer has a vacancy, the Employer shall first call the Union's Hiring Hall for referral of applicants. Should the Union be unable to refer the number of applicants requested by the Employer, the employer can hire from any other source. The Employer may discharge any worker for any cause which the Employer may deem sufficient, provided there shall be no discrimination on the part of the Employer against any worker for Union activity.

When an Employer hires workers from a source other than the Union's hiring hall, the Employer will promptly notify the Union in writing of the worker's name, home address and telephone, and in addition, will send the worker to the Union's hiring hall to obtain a dispatch slip within 48 hours of hire.

Section B. When requested by the Employer, the Union shall provide via fax a copy of the out of work list. The list shall include name, skill level and phone number.

Section C. The Union will establish and implement a dispatching system, and when an employee is dispatched to an individual Employer, the Union's Employment Office will provide the Individual Employer with a written dispatch slip containing complete and up-to-date information regarding the employee's skill level, the hours reported at that skill level and the immediately preceding skill level, and the Employers for whom the employee has worked during the previous twelve (12) months at that skill level and the immediately preceding skill level. Unless the Union's employment Office is unable to supply the Employer with applicants, and the Employer was forced to hire from another source, the Employer shall not hire any individual who does not present a dispatch slip from the Union's Employment Office.

Section D. The Employer may reject any employee or applicant for employment referred by the Employment Office of the Union. Employees or applicants for employment who are rejected by an Employer shall be paid show-up pay in accordance with the following provisions:

1. Except for applicants who report to the office, workers reporting to the job site at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate, as well as an expense payment, if any, is due for so reporting, unless: (1) he has been notified before the end of his last preceding shift not to report or, (2) the Employer has notified the employee, prior to leaving home, not to report.

2. The Employer shall be relieved of the obligation to pay show-up pay to any employee or applicant who does not possess all of the following minimum qualifications: (a) the ability to communicate as necessary to perform the job safely and efficiently, and (b) proof of eligibility to work in accordance with the Immigration Reform and Control Act. In addition, Bricklayers/PCC, Journeypersons, & Improvers who report to the jobsite without all necessary hand tools, shall not receive show-up pay.

Section E. Notwithstanding anything to the contrary in this Article, the Employer may request by name, in writing, and the Union shall dispatch, if available, any employee that has been previously employed by the Employer.

ARTICLE VII CHECKS, PAY PERIOD, WAGES AND CONTRIBUTIONS

Section A. All employees working under this Agreement shall be paid cash, electronic funds transfer (upon mutual consent) or negotiable payroll check weekly by Friday. If paying by check, the Employer may mail employees' paycheck to their home addresses, provided that the checks are mailed in sufficient time to be delivered by Friday. Employees electing not to have paychecks mailed may pick their paychecks up at the Employer's local office or at the Employer's job site trailer, before quitting time each Friday. Employer must provide a timecard for the employees to complete and sign weekly before receiving their paycheck. Alternative satisfactory time reporting methods may be used if approved by the Union. An employee being laid-off or terminated shall be given his final paycheck in full for all hours of employment at before quitting time according to Nevada State Law. If an Employer's payroll check to any employee covered by this Agreement is not delivered or paid as indicated above, the Employer shall pay the employee an additional eight hours per day penalty for each day that the check is not delivered or paid.

Section B. The right to pay by payroll check may be revoked, at the Union's sole discretion, from any Employer whose checks fail to be honored.

Section C.

1. The total hourly wage package for Bricklayer/PCC working under this Agreement shall be shown in Appendix A. The total hourly wage package for a Certified Welder working under this Agreement shall be two dollars and fifty cents (\$2.50) above his/her normal hourly wage rate, for any hour or portion thereof, spent doing welding work.

2.. The total hourly wage package payable under this Agreement shall automatically be adjusted per Appendix A. In the event of unanticipated or unforeseen benefit cost increases (e.g., Health & Welfare insurance premiums), either the Union or the Employer may request that the parties meet to consider changes to Appendix A: provided, however, that neither party may take economic action in support of its position.

3.. Bricklayers/PCC who do not presently qualify as Journeyman Mechanics shall be classified as Apprentice Improvers at the pay scale in accordance with their actual abilities or qualifications as determined by the Employer in conjunction with the Union and will be based on a percentage of the Journeyman rate. The Employer has the right to lay-off any employee, provided the reason is without discrimination because of age, race, color, religion, sex or national origin.

Section D. The parties to this Agreement recognize that in order to protect and preserve certain segments of the masonry industry, special total hourly wage package rates and working conditions may be necessary. Therefore, upon notice to all signatories to this Agreement, if the parties to this Agreement engaged in such segment of the industry mutually agree that special rates and conditions are necessary, they will negotiate said wages and conditions for those segments of the masonry industry and reduce their understanding to writing.

Section E. On a prevailing wage rate job, should the state or federal prevailing wage package be lower than the wage package established by this agreement the Employer shall have the right to pay the lower package. The Employer shall fill out the Prevailing Wage Survey one week

prior to the due date, and submit it to the Labor Commissioner with a copy to the Union. The employer also agrees to provide proof to the Union that the Survey was delivered to the Labor Commissioner. Failure to comply with the terms of this clause will result in a \$500.00 fine payable to (mutually agreed charity). The Employer and the Union shall also provide a copy of the applicable labor agreement to the Labor Commissioner.

Section F. The Employer has the right to evaluate any employee's performance and to reject any employee, provided it is without discrimination.

ARTICLE VIII TRAVEL - SUBSISTENCE

Section A.

1. Employees covered by this Agreement shall be entitled to receive the following expense payments for travel on jobs located over twenty-five (25) miles from the City Hall of Las Vegas, Nevada:

0 - 40 Miles	Free Zone
41-50 Miles	\$20.00 per day
51 - 70 Miles	\$40.00 per day
Over 71 Miles	\$60.00 per day

*Boulder City and Primm are designated as free zones.

If requested by the Employer to stay the weekend when working on a job located over forty (40) miles from the City Hall of Las Vegas, Nevada: \$125.00 per day, during the weekend only.

2. The expense payments established under Paragraph (1) will be paid to any employee who is required to report and does in fact report for work

3. The expense payment is not subject to proration under any circumstances.

4. Mileage measured for the purpose of this section is defined as from the Las Vegas City Hall to where construction is being performed per AAA mileage.

Section B. The Employer agrees to pay the minimum wage and benefit scale of the Standard Agreement in effect in the job site area with respect to all employees, wherever hired, who perform such work, except as provided in the next sentence of this paragraph. Employees covered by this Agreement shall be paid at least the established minimum wage scale specified in this Agreement but in no case less than the established minimum wage scale of the local Agreement covering the territory in which such work is being performed plus all contributions specified in the jobsite local Agreement. All other terms and conditions of the local agreement shall be negotiable with the local BAC affiliate.

ARTICLE IX FOREMEN

Section A.

1. Foremen shall be selected by and be the representative of the Employer, and shall be a Journeymen Mechanic of the trade they supervise.

2. There shall be an employee designated as Foreman on all jobs employing ten (10) persons. The Foreman will receive one dollar (\$1.00) per hour above the Journeyperson wage rate. The number of covered employees to be supervised by a working Foreman is subject to the Employer's discretion.

3. A Foreman supervising eleven (11) to twenty (20) persons will receive two dollars (\$2.00) per hour above the Journeyperson wage. The number of covered employees to be supervised by a working Foreman is subject to the Employer's discretion.

4. A Foreman supervising twenty-one (21) to forty (40) persons shall receive three dollars (\$3.00) per hour above the Journeyperson wage. The number of covered employees to be supervised by a working Foreman is subject to the Employer's discretion.

5. A Foreman supervising forty-one (41) or more persons shall receive four dollars (\$4.00) per hour above the Journeyperson wage. The number of covered employees to be supervised by a working Foreman is subject to the Employers discretion.

6. A General Foreman is an employee in charge of a job and directing other Foremen. A General Foreman may be dispatched on any job where there is in excess of two (2) Foremen under this Agreement on any job or project. A General Foreman shall receive five dollars (\$5.00) above the Journeypersons wage rate.

7. The Employer, upon approval of the Employee and the Union, may provide compensation to the Employee in a manner other than the hourly Foreman rate, provided that the compensation is of equal or greater value.

ARTICLE X APPRENTICES

Section A. In order to train sufficient skilled mechanics for the industry, the parties to this Agreement recognize and encourage the necessity for employment of apprentices. It is understood and mutually agreed that the employment of apprentices shall be in accordance with the standards adopted by the Joint Apprenticeship and Training Committee, which are incorporated herein by reference.

Section B. Apprentices shall be paid the following percentages of the Journeyperson basic hourly pay rate: (Periods to be based on 750 hours each in addition to the prescribed number of related and supplemental instruction hours for each period as outlined in the JATC Apprenticeship Standards). (However, during the term of this Agreement, should the State Apprenticeship Council mandate percentages or ratios different than contained in this Agreement, then this Agreement shall automatically be amended to reflect those percentages and ratios to comply with the minimum standards set by the State Apprenticeship Council). Note: Any changes beyond the minimum set by the State are not mandatory and not subject to economic action.

Bricklayer/PCC- Apprentices

1 st period - 6 mos. - 750 hours	50%
2 nd period - 6 mos. - 750 hours	60%
3 rd period - 6 mos. - 750 hours	70%
4 th period - 6 mos. - 750 hours	80%
5 th period - 6 mos. - 750 hours	85%
6 th period - 6 mos. - 750 hours	90%

Benefit contributions for apprentices shall be as detailed on Appendix A. The parties acknowledge that a formal apprentice program is necessary in preserving the trade and the skills required to construct masonry projects.

Section C. If a Journeyperson Finisher is reclassified as a Tile Setter Apprentice, the employee shall start at a pay rate no less than that of a Journeyperson Finisher.

Section D. The J.A.T.C. shall develop and approve its own test for rating the skill level of an employee prior to hiring in order to determine the appropriate pay scale.

Section E. An Employer may not assign overtime work to an apprentice if the assignment would interfere with the apprentice's classroom attendance.

Section F. Each Employer agrees that for every three (3) workers employed in a capacity covered by this Agreement, the Employer shall have a minimum of one (1) Apprentice in his employ per trade or craft, if available. Non-working Foremen shall not be considered in determining the number of covered workers for purposes of this section, but working Foremen shall be included.

Section G. The Employer agrees to allow at least one (1) Bricklayer/PCC Apprentice employee covered by this Agreement per calendar year to obtain on the job training with the Employer and obtain training to become a Journeyworker Bricklayer/PCC under the terms of this Agreement. The Employer and the Union recognize that improving the skill and experience of Apprentice employees will benefit the Employer and the Union.

**ARTICLE XI
CHECK-OFF AND LOCAL DUES**

The Employer shall deduct from the basic hourly pay of each employee who has signed a check-off authorization conforming to applicable law, and transmit monthly to the Union (or to any agencies designated by the 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 the Union, to its International Union, or to any other affiliate of the International Union, subject to check-off. The employer will deduct

check-off dues upon receipt of dues check off authorization card. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the names of each person whose dues are being paid and the number of hours each employee has been paid. In addition to the amount each employee shall designate for Union dues, the Employer agrees to deduct an amount from the pay of each employee who is a Union member and who indicates on the signed check-off authorization form, the following.

Voluntary Payroll Deduction of Political Contributions

Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are union members in the following form, and to forward all contributions and reports on contributions on or before the 20th day of each month for the previous work month to the Bricklayers & Allied Craftworkers Political Action Committee (BACPAC).

Deductions shall be in the amount and at the intervals specified on the check-off authorization form. The Employer agrees to transmit BACPAC deductions to the treasurer of BACPAC, and shall be accompanied by a list of the names of those employees for whom BACPAC deductions have been made and the amount deducted for each employee.

Authorization Form for Check-Off for BACPAC Contributions

I hereby authorize my employer to deduct from my pay the sum of () for each hour worked (or from each regular pay check _____ dollars weekly), as a contribution to the Bricklayers & Allied Craftworkers Political Action Committee (BACPAC). I further authorize and direct my employer to send these amounts to the treasurer of the BACPAC on my behalf on or before the 20th day of each month along with a report of the amounts due and collected from the prior month. This authorization is signed freely and voluntarily and on the understanding the BACPAC is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed in that effort to make political contributions and expenditures in connection with Federal, State and Local elections, and that this voluntary authorization may be revoked at any time by notifying my employer, BACPAC and Local Union 13 in writing of a desire to do so.

Section A. All Check-Off Dues shall be paid on the 15th day of the month for all hours paid for employment during the previous month, and in such a manner as Union requires. The Union shall have the authority to have an independent Certified Public Accountant audit the time books, payroll and wage records of the Employer for the purpose of determining the accuracy of Dues Check Off deductions and payments. If the Employer is found, as a result of an audit ordered by the Union, to have been more than six percent (6%) inaccurate in reporting, the Employer shall be charged the full costs of such audit, in addition to the applicable delinquent Dues Check Off funds and any attorneys' fees required for such collection.

Delinquent Contributions. If an Employer fails to make contributions by the 15th day of the month for all hours paid for employment during the previous month, interest shall immediately accrue at the rate of 14% per annum and liquidated damages will be immediately assessed in accordance with the terms of the applicable Trust Agreements. If it becomes necessary for the Trustees to initiate legal action to collect delinquent benefit and fund contributions required by

this Article, the Employer will be responsible for all attorneys' fees incurred by the respective Trustee.

ARTICLE XII JOINTLY TRUSTED FUNDS

Section A. Except as otherwise provided herein, in addition to the basic hourly pay contained in Article VII, Section C, the Employer agrees to pay the contributions specified in that section to the following designated funds. The total hourly wage package payable under this Agreement shall automatically be adjusted per Appendix "A". The Union shall be free to allocate decreases in wage rates in order to allocate equal increases in benefit contributions.

International Pension Fund

1. **Bricklayers** and Trowel Trades International Pension Fund
 - (a) The contribution to the **Bricklayers** and Trowel Trades International Pension Fund (IPF) shall be listed in Appendix "A" for each hour or portion thereof for which a covered employee works or receives pay.
 - (b) The payments required above shall be made to the **Bricklayers** and Trowel Trades International Pension Fund, which was established under an Agreement and Declaration of Trust dated 1 July 1972.

Health and Welfare Trust

- 2.. **Bricklayers** and Allied Craftworkers Local 13 Health & Welfare Trust
 - (a) The contribution to the **Bricklayers** and Allied Craftworkers Local 13 Health & Welfare Trust shall be as listed in "Appendix A" for each hour or portion thereof for which a covered employee works or receives pay. Contributions and report forms by the Employer must be received by the Trust by the 15th day of each month following the month in which the work is performed. "Receipt" is determined by the postmarked date, therefore any contribution and report form postmarked after the 15th of the applicable month is considered delinquent and will incur interest, liquidated damages, attorneys fees and costs.
 - (b) The payments required above shall be paid to the **Bricklayers** and Allied Craftworkers Local 13 Health & Welfare Trust, which was established under a Trust Agreement dated October 19, 2000.

International Masonry Institute and Local JATC

3. International Masonry Institute

- (a) The contribution to the International Masonry Institute (IMI) shall be as listed in Appendix "A" for each hour or portion thereof for which a covered employee receives pay.
- (b) The payments required above shall be made to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, 14 March 1991, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust dated 22 July 1970) and the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust dated 6 November 1974).
- (c) The Union and the Employers shall form a Joint Apprentice Training Committee ("JATC") consisting of at least three (3) members from labor and three (3) members from management, with at least one (1) of the members from management being a brick masonry contractor. Each side will have an equal vote on all business conducted by the JATC.
- (d) Funds required for operation of the JATC will be collected and provided monthly by IMI. IMI will report collections and expenditures in a format acceptable to the JATC, which the JATC shall develop in cooperation with the IMI. Two-thirds (2/3) of all apprenticeship funds collected will be used in Southern Nevada, and/or if IMI fails to use the format developed by JATC for reporting collections and expenditures, the JATC shall meet to consider and decide what appropriate action should be taken. Such action may include discontinuing contribution to IMI and redirecting the same contributions to a jointly trusted fund to be used by the JATC for apprenticeship training in Southern Nevada.

Local Pension

4. The Employer agrees to be bound to the trust agreement establishing the Bricklayers and Allied Craftworkers Local 13 Defined Contribution Pension Trust Fund ("Local Pension Fund"), as well as all policies, procedures, and decisions of the Trustees of the Local Pension Fund. The contributions to the Local Pension Fund shall be in accordance with Appendix "A" per hour to a tax deferred annuity plan paid by the Employer for each hour worked for all employees covered by this Agreement. Contributions and report forms by the Employer must be received by the Trust by the 15th day of each month following the month in which the work is performed. "Receipt" is determined by the postmark date, therefore any contribution and report form postmarked after the 15th of the applicable month is considered delinquent and will incur interest, liquidated damages, attorneys fees and costs. The plan will further allow for employee elective deferrals up to the legal limits. All administrative expenses will be absorbed by the participants from contributions made. There will be no less than four (4) Trustees, two (2) from Labor, and two (2) from Management as approved by a two-thirds (2/3) majority

vote, one vote per Employer (for Management side). Administrative expenses will be defined as costs necessary to administer the Pension Fund, and will not apply to the terms of the Plans' respective Agreements and Declarations of Trust, and waive any right to participate in their selection.

Craftworkers/Masonry Industry Compliance Trust

5. A fund known as the Craftworkers/Masonry Industry Compliance Trust has been established by an Agreement and Declaration of Trust dated February 12, 2002, which may be subsequently amended by the parties.

The Employers agree to abide by said Agreement and Declaration of Trust, to accept the appointed Board of Directors; and further, to make payments to the Fund in the amount designated in Appendix "A" of this Agreement. Participation by the Employers in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period workmen are employed under the terms of this Agreement. In the event the Trust ceases operations and is dissolved, payments to the Trust shall cease and then be applied in accordance with law.

Section B. The Employer agrees to be bound by and to the above stated Agreements and Declarations of Trust as though it had actually signed the individual documents, to the extent required by law and as necessary to make benefit contributions, provide reporting and all information and notices reasonably required for the operation of the funds and be subject to provisions governing enforceability and means of enforcement of trust obligations and the consequences of non-payment of such contributions as and when due, and the Employer further agrees to be bound by all actions taken by the Trustees of these funds pursuant to said Agreements and Declarations of Trust.; provided, however, that except as may be required by law or by mutual agreement of the parties, the Employer shall not be required to pay more in benefit contributions than is provided for by this Agreement. Notwithstanding actions that may be taken by the Trustees to increase such contributions, the parties acknowledge that the Employer has no control over the actions of the Trustees who were in office as of the signing of this Agreement, or over the administration of the several Agreements and Declarations of Trust. The Employer and the Union agree that said Agreements and Declarations of Trust are incorporated herein only to the extent necessary to implement this Agreement.

Section C. The Employer agrees that the Trustees on the Boards of Trustees may be selected in accordance with the terms of the Plans' respective Agreements and Declarations of Trust, and waives any right to participate in their selection.

Section D. For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and all other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable to each fund designated in Section A of this Article. Such payments shall be made for all actual hours worked and shall not include employer payment for bonuses, subsistence, travel time or premiums.

Section E. Except as otherwise provided herein, contributions shall be paid on behalf of all covered employees starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Journeypersons and apprentice employees.

Section F. All contributions shall be postmarked by the 15th day of the month for all hours paid for employment during the previous month, and in such a manner as the Trustees require. The Trustees shall have the authority to have an independent Certified Public Accountant audit the time books, payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the funds designated in Section A of this Article. If the Employer is found, as a result of an audit ordered by the Trustees of one of the fringe benefit funds, to have been six percent (6%) inaccurate in reporting, the Employer shall be charged the full costs of such audit, in addition to the applicable delinquent contribution, attorneys' fees required for such collection and such interest as may be assessed by the Boards of Trustees..

If the Employer fails to pay its contributions as set forth in this Article, the Union shall have the right to take whatever steps are necessary, including the withdrawal of manpower, to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of payments due together with attorney's fees. This section shall be subject to the provisions of Article XIII.

Section G. Third Party Administrator. The Union and the employer will select a third party administrator to collect and disburse all contributions required by this Article. Each Employer will receive a single remittance form for payment of all contributions required by this Article.

Section H. Delinquent Contributions. If an Employer fails to make contributions by the 15th day of the month for all hours paid for employment during the previous month, interest shall immediately accrue, at the rate of 14% per annum and liquidated damages will be immediately assessed in accordance with the terms of the applicable Trust Agreements. If it becomes necessary for the Trustees to initiate legal action to collect delinquent benefit and fund contributions required by this Article, the Employer will be responsible for all attorneys' fees incurred by the respective Trustees. The Third Party Administrator will send a release letter to the contractor after receipt of payment.

Section I. If the Employer fails to make any contributions specified in this Article within ten (10) days after the date required by the Union, the Union shall have the right to file a grievance under the expedited grievance and arbitration procedure provided hereby, without regard to any limitations periods set forth anywhere in this Agreement for the filing of grievances, or to commence litigation, to recover the delinquency. If the Union elects to proceed by filing a grievance, that grievance shall be commenced at the level of the Joint Labor Management Committee (as provided for elsewhere in this Agreement), which shall have seven (7) calendar days within which to attempt to resolve the dispute. The Employer which is alleged to be delinquent shall not sit on the Joint Labor Management Committee for the purpose of considering this dispute (i.e., its own case). If the Joint Labor Management Committee is able to resolve the dispute by majority vote within seven (7) calendar days, its resolution shall be final and binding upon all parties. If the Joint Labor Management Committee is unable to resolve the dispute within seven (7) calendar days, the dispute will be referred to expedited arbitration

before one of the Arbitrators listed in Appendix B hereto. The Joint Labor Management Committee will randomly select names from Appendix B, will contact each Arbitrator in the order selected, and the first such arbitrator who is available to hear the dispute within seven (7) calendar days after the dispute is referred to him or her will be mutually agreed by all parties to serve as the Arbitrator for the dispute. The Arbitrator shall hold a hearing on the dispute within seven (7) calendar days after the dispute is referred to him or her, and shall decide the dispute within seven (7) calendar days after the close of the hearing or after the submission of any post-hearing briefs (where the parties agree to submit post-hearing briefs), whichever comes last. The Arbitrator's decision shall be final and binding upon all parties. The prevailing party will be entitled to recover attorney's fee, statutory costs, litigation expenses and arbitrator's fees. Pending the resolution of the dispute by the Joint Labor Management Committee, the Arbitrator, or the Court (where the Union elects to proceed before the Court in the first instance), the no-strike clause set forth elsewhere in this Agreement shall apply. Where the Employer fails to comply fully within twenty-four (24) hours of the final and binding decision of the Joint Labor Management Committee, the Arbitrator or the Court (where the Union elects to proceed before the Court in the first instance), however, the no-strike clause shall no longer apply and the Union shall have the right to take whatever steps are necessary, including the withdrawal of manpower, to secure compliance with this Agreement and/or the final and binding decision of the Joint Labor Management Committee, the Arbitrator, or the Court. This provision shall be without prejudice to the rights of the fringe benefit trustee, who shall not be bound hereby.

Section J. Any Employer which has been habitually delinquent in paying trust fund contributions and/or dues check-off to the Union, to the BAC, to any of the appropriate Trust Funds, or to any local of the BAC, shall post a bond in the amount equal to the Employer's highest two months of trust fund contributions and dues check-off in the immediately prior twelve (12) months, or in the alternative may deposit cash or a certified check in the same amount in an escrow account designated by the Union. In the event that such an Employer does not have a sufficient "track record" of payments over the immediately prior twelve (12) months to permit the amount of the bond, cash deposit or certified check to be calculated in the manner described in the previous sentence, the amount of the bond, cash deposit or certified check shall be equal to one-half (1/2) of the estimated value of the trust fund contributions and dues check-off to be paid by the Employer in the immediately following twelve (12) months, based upon the work the Employer is currently performing and anticipates to be performing during that period. In such a case, the Employer will disclose all relevant information regarding its current and anticipated work to the Union, so that the Union may set the amount of the bond, cash deposit or certified check. Additionally, any Employer which has been habitually delinquent in paying trust fund contributions and/or dues check-off to the Union, to any of the appropriate Trust Funds, or to any local of the BAC, shall have a pre-job conference with the Union prior to commencing work on any project of more than \$200,000 in value, and shall post a bond in an amount equal to one-half (1/2) of the estimated value of trust fund contributions and dues check-off to be paid for the project, or in the alternative may deposit cash or a certified check in the same amount in an escrow account designed by the Union. For purposes of this provision, "habitually delinquent" shall mean three (3) or more months (whether consecutive or not) of delinquencies within any twelve-month period.

Section K. Vacation Pay.

A. Employees covered by this Agreement shall have a Vacation Fund. The amount will be allocated by the Union and reflected on Appendix (A).

Section L. Labor Management Cooperation Committee

(a) The parties hereby form the Tile & Masonry Industry Labor Management Cooperation Committee (the "Committee"). The Committee is established pursuant to 29 U.S.C. Section 186(c)(9). The purpose of the Committee shall be to foster cooperation between the labor and management of the tile and masonry industry for the advancement of said industry.

(b) The Committee shall be organized in the form of a trust and administered by a joint board of Labor and Management trustees. The Committee shall be administered by an equal number of Labor representatives and Association representatives. The union shall appoint the Labor trustees. The Association shall appoint the Management trustees, one of whom shall be selected by the Masonry Contractor's Association. While each Trustee has an independent obligation to act in the best interest of the trust, all actions and decisions of the trustees shall be by the affirmative vote of a majority of the Labor trustees and by an affirmative vote of a majority of the Management trustees who are in attendance at a duly called meeting at which a quorum is present. The Labor trustees shall have one vote and the Management trustees shall have one vote on all business of the fund regardless of the number of Labor or Management trustees present at the meeting.

(c) The Committee shall be funded by the Employer contributions set forth in Appendix (A), which shall be effective for this purpose for hours worked on or after July 1, 2009 through February 28, 2011, and thereafter if agreed to by the bargaining parties. Contributions and report forms by the Employer must be received by the Trust by the 15th day of each month following the month in which the work is performed. "Receipt" is determined by the postmarked date, therefore any contribution and report form postmarked after the 15th of the applicable month is considered delinquent and will incur interest, liquidated damages, attorneys' fees and costs.

(d) The Union and the Association shall meet to review the continued existence of the Committee on each anniversary of this Agreement and the parties must mutually agree for the Committee to continue for the following year. In the event that the parties do not agree to continue the Committee for another year, the Employer contributions shall revert back to the total economic package set forth in Appendix A, to be allocated by the parties to this Agreement.

ARTICLE XIII GRIEVANCE PROCEDURE

Section A. It is specifically agreed that any controversy arising out of this Agreement involving the interpretation of its terms and conditions shall be settled in accordance with the grievance procedure set forth in this Article, except as to those controversies for which an alternative grievance procedure is provided elsewhere in this Agreement. No grievance shall be recognized unless it is called to the attention of the Employer by the Union or to the attention of the Union by the Employer within ten (10) working days after the alleged violation is committed

or discovered. All Grievances to be processed shall be in writing. The term “working days” shall be defined as Monday through Friday, inclusive.

Section B. Grievances shall be handled in the following manner:

1. The grievance shall be referred to the job-site Union Steward and to the Foreman for adjustment.

2. If the grievance cannot be settled pursuant to Paragraph (1) of this Section, the grievance shall be referred to the Principal Officer of the Union, and to the Employer.

3. If the grievance cannot be settled pursuant to Paragraphs (1) and (2) of this Section within thirty (30) days, excluding weekends and holidays, the grievance shall be submitted within 48 hours arbitration.

4. If the parties cannot reach a satisfactory settlement within thirty (30) working days, the dispute shall, if the parties agree, be submitted to arbitration to one of the designated arbitrators listed on Appendix C. For the first dispute arising between the parties, if they are unable to agree on one of the designated arbitrators, the parties shall start at the top of the list and proceed downward until an available arbitrator is found. For subsequent disputes the parties shall start with the next arbitrator on Appendix C. The arbitrator shall have no authority to ignore, add to or modify any of the terms or conditions of this Agreement, and the expenses of the arbitration shall be borne equally by the Employer and the Union.

Section C. When a settlement has been reached at any step of this Grievance Procedure, such a settlement shall be final and binding on all parties, provided, however, that in order to encourage the resolution of disputes and grievances at Steps 1 and 2 of Section B of this Article, the parties agree that such settlements shall not be precedent-setting. It is the intent of the parties to encourage amicable settlement of all grievances in the least adversarial manner. As a result, the time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties, initiated by a written request of one party to the other by hand delivery, email fax, or certified letter, at the appropriate step of the Grievance Procedure.

ARTICLE XIV SUBCONTRACTING

Section A. The Employer agrees not to sublet, assign or transfer work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement, or other collective bargaining agreement deemed applicable by the Union, and complies with all of the terms and conditions of this Agreement.

Section B. All charges of violation of this Article shall be considered as a dispute and be processed in accordance with the provisions of this Agreement covering the procedure for the handling of disputes and the final and binding arbitration of disputes.

ARTICLE XV PRESERVATION OF WORK

(ANTI-DOUBLE BREASTING)

Section 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 as the site of a commercial, light commercial, or custom home construction project (excluding tract homes, residential work) under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercise either directly or indirectly any degree of management or control, the terms and conditions of this Agreement shall be applicable to all such work.

Section B. All charges of violations of Section 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 XIII of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article XIII 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 established under this Agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the trustees or by law. Provision for his 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 of other sections or articles of this Agreement.

Section 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 prevailing party shall be awarded accountants' and attorneys' fees, plus costs of the litigation, which have resulted from the bringing of such court action.

ARTICLE XVI STEWARDS, REPORTING PAY, WORK RULES, SAFETY

Section A. Rules Applicable to All Covered Employees:

1. The Union shall select, subject to the Employer's approval, a working Steward from among employees on all jobs upon which more than five (5) covered employees are working. A working Steward shall not be discharged for fulfilling his/her stewardship duties; in all other respects, the Employer's rights shall fall under Articles IV and VII of this Agreement. The Steward shall have a reasonable amount of time to perform his/her duties. The duties of the working Steward shall not unduly interfere with work productivity. The working Steward shall refer any disputes or grievances to the Principal Officer or field representative of the Union. All disputes and grievances shall be processed in accordance with the Grievance Procedure

described in Article XIII of the Agreement. The working Steward shall be selected from the list of trained and qualified stewards maintained by the Union; inclusion on that list will be made available to every journeyman in good standing who has completed the Union's steward training curriculum to the satisfaction of the Union's Principal Officer. The working Steward shall be the first person dispatched to perform work on the Employer's project and the last person to leave the Employers project at completion. While the working Steward is to receive the same hourly wage rate of pay prescribed by this Agreement for the classification in which he/she is working. The Steward may not serve as a working Foreman for the Employer.

2. Any worker reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate, as well as an expense payment, if any is due, for so reporting, unless: (a) he or she has been notified before the end of his last preceding shift not to report, or (b) the Employer has notified the employee, prior to leaving home, not to report. The provisions of this section shall also apply to Saturday, Sunday and holiday work. The Employer shall be relieved of the obligation to pay show-up pay to any employee or applicant who does not possess all of the following minimum qualifications: (a) the ability to communicate as necessary to perform the job safely and efficiently, and (b) proof of eligibility to work in accordance with the Immigration Reform and Control Act. In addition, Marble Masons, [Bricklayers/PCC](#), Tile Layers, Journeymen, Improvers and Finishers must report to the jobsite with all necessary hand tools, and (c) Bad weather conditions, or Mechanical Failure, which is beyond the employer's control.

3. Tools

Each Brick Mason shall furnish the following equipment:

Hard Hat
Boots
Strikers
Hammer
2' Level
4' Level
Chalk Snap Line
Tape Measure
Pliers
Margin Trowel
Brick Trowel
Tuck Point
½' Chisel
3" Chisel
Razor Knife

4. Employees must be paid at their contractual wage rate for going from one job to another during working hours and shall not use any of the lunch hour or break time in making such a job transfer.

5. Employees shall not be required to work more than five (5) hours consecutively without an unpaid half-hour (½) meal break.

6. The Employer shall ensure that sufficient iced and potable water is available to all employees on the job site at all times where employees are working under the Agreement. Failure to comply with this section constitutes a prima facie violation of the Agreement, and will result in liquidated damages of \$50.00 per occurrence, being paid by the Employer to the Bricklayers & Allied Craftworkers Local 13 Nevada Contract Administration Fund.

7. The Employer shall furnish, at the jobsite, all necessary power tools and proper extension cords to ensure quality and safety of equipment. An employee who intentionally, or as a result of gross negligence, loses or damages Employer-supplied equipment, shall be responsible to replace or pay for it. (As allowed by city, state, and federal law.) There shall be a \$50.00 per occurrence fine to any Employer and/or employee violating this clause. This penalty shall be payable to (a mutually agreed charity).

8. The employee shall furnish his own hand tools, level and other tools of the trade excluding power tools. All employees are required to furnish and wear on the job site safety work shoes and hard hats, in accordance with OSHA requirements.

9. The Employer shall not base pay or other compensation on a predetermined amount of work or output by the employee; and the Union shall not countenance any limitation on the productivity of the Employer's work force.

10. A duly accredited representative of the Union shall be given the right, by the Employer, to visit the jobsite for the purpose of talking with covered employees including but not limited to the investigating of complaints, grievances, etc., during work hours, but in a manner that does not unreasonably interfere with the work assigned to employees. All jobsite locations shall be provided upon request. International Union Representatives, the Principal Officer of the Union, and the Principal Officer's representatives shall have access to the Employer's jobsites at reasonable times in compliance with any special rules and regulations adopted by the owners to ensure that the provisions of this Agreement are observed: provided however, that such representatives shall not unduly interfere with the job progress. Violation of this Article can result in a penalty, payable to the Bricklayers & Allied Craftworkers Local 13 Nevada Contract Administration Fund, the penalty shall be up to \$500.00 under the provisions of the grievance procedure.

11. The Employer will supply all respirators, and/or dust masks, or any OSHA required safety equipment as required.

12. The Union and/or the Employer will inform the Health & Welfare Trust of any members working for non-signatory employers. The Trust, upon reliable evidence and for good cause, may take any action consistent with the Trust Agreement and applicable law including but not limited to, suspending the member's health and welfare benefits and/or canceling the member's bank of hours..

13. The Employer shall provide on-site free parking to all workers covered by this Agreement. If free on-site parking is not available, the Employer shall reimburse all workers covered by this Agreement for the cost of parking. This amount will be paid with weekly payroll to workers covered by this Agreement. If on-site parking is not available, the Employer may provide free off-site parking to workers covered by this Agreement. If the offsite parking facility is in excess of ¼ mile or three (3) standard blocks – whichever is less – from the jobsite, the Employer shall provide free transportation for the covered employees and their tools from the offsite parking facility to the jobsite.

14. The Employer shall take appropriate steps to schedule the arrival and departure time of all workers on its jobs and projects to reduce the amount of down time, waiting time and delays in completion of work by all workers, including workers covered by this Agreement. This scheduling will include parking and transportation from parking facilities and use and density of man lifts and elevators on jobsites and projects of the Employer. If the Employer fails to take reasonable and appropriate steps to schedule timely arrival and departure of workers the Employer shall pay a penalty of \$50.00 for each hour of down time to the Bricklayers & Allied Craftworkers Local 13 Nevada Contract Administration Fund.

15. The Union and the Employer do hereby agree to implement and be bound by the terms and procedures of the Model Substance Abuse Testing and Assistance Program attached to this Agreement and incorporated by this reference thereto.

16. The Employer and the Union agree to abide by the terms and provisions of the Family Medical Leave Act as described in the Addendum attached to this Agreement and made a part of hereof.

17. In order to protect the health and safety of employees against the ill-effects of silicosis and other respiratory diseases, the dry cutting of masonry units by means of hand-held, gas powered or electrical, portable “chop saws” and skill saws, and the dry grinding of masonry materials shall be prohibited on all masonry projects. Employees engaged in wet cutting masonry products will be furnished elbow length gloves, an apron and goggles. No employee shall operate a wet saw unless provided with a wooden platform on which to stand and the saw is properly grounded.

The only exception to this provision will be when the Union and Employer determine that the use of water is not feasible. When the Union and the Employer identify such tasks, the Employer must ensure that engineering and work practice controls are in place to control the dust: such as a vacuum with a high efficiency particulate air (HEPA) filter or another dust control system.

Respirators should only be used as the primary method of protection if other engineering and work practice controls are not feasible. When respirators are used, in accordance with OSHA regulations, employers must provide workers with full-face respirators as part of a complete respiratory protection program that includes the proper selection of respiratory cartridges, and training and fit-testing to ensure that the worker is able to wear a respirator.

Additionally, in the event the Union and the Employer determine that dry cutting or grinding is necessary, the contractor agrees to perform periodic air monitoring to ensure that silica exposure levels do not exceed the OSHA permissible exposure limit.

Section B. Rules Applicable to Bricklayers, PCC and Stone Masons:

1. No wall shall be built over four feet, eight inches (4'8") feet in height from the floor or scaffold. No foot plank shall be built higher than the wall, excluding fences.
2. Mortar boards shall be blocked or set on stands at least sixteen (16) inches above scaffold or floor. This provision shall not apply to stem walls.
3. Employees on refractory jobs necessitating a change of clothing due to nature of the work shall be allowed fifteen (15) minutes to wash up, change clothing and clean tools.

**ARTICLE XVII
HOURS OF WORK, OVERTIME SHIFTS, AND HOLIDAYS**

Section A. Hours. The standard work day shall consist of eight (8) continuous hours of work between the hours of 5:30 a.m. and 4:30 p.m., with the requirement that all employees take a 30-minute unpaid lunch period occurring in the middle of the shift. At some point between the beginning of the shift and lunch, and again between lunch and the end of the shift, a ten (10) minute break will be allowed at the employees work station; there shall be no set time for breaks. There will be two ten minute breaks in each work shift. Any employee working in excess of ten (10) hours in any single work day shall be entitled to a second thirty (30) minute unpaid meal period. Grievances with respect to break time shall be processed in accordance with Article XIII of this Agreement. The standard work week shall consist of five (5) standard work days commencing on Monday and ending on Friday, inclusive. The normal starting and quitting times may be changed by the Employer in accordance with job site requirements established by the general contractor and upon notice to the Union. However, the Employer's right to adjust starting and quitting times shall be subject to the additional shift rates set forth in Section C hereinbelow.

Section B. Overtime All work in excess forty (40) hours during the established work week shall be paid at the rate of one and one half (1-1/2) times the hourly base wage rate in effect. Employees will be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day, and double time (2x) after ten (10) hours in a single day.

1. Employees will be paid double time for hours worked on Union recognized Holidays.
2. Employees will be paid double time on Sundays.
3. Work performed on Saturday will be paid at one and one-half (1-1/2) times the regular wage rate, in accordance with Article XVII, Section D. Work performed on Saturdays in excess of eight (8) hours shall be paid at double the applicable hourly rate.

There shall be no mandatory overtime.

Section C. Shifts. Notwithstanding terms of Section B, the parties to this Agreement recognize the desirability and in some cases absolute necessity of working shifts. The straight time work week shall start with the day shift on Monday and end at the conclusion of the second or third shift on the fifth day. In the event the second or third shift extends into a holiday, a Saturday or a Sunday, employees shall be paid at the weekend or holiday rates as applicable..

1. The first shift shall be the regular day shift insofar as computing wage payments is concerned, and the first day shift shall work a regular eight hour shift, with a one half-hour unpaid lunch period midway through the shift. The normal starting time for the first shift shall be between 5:30-10:00 a.m.

2. If two work shifts are established, the second shift shall consist of eight (8) hours of continuous work, with a one half-hour unpaid lunch period midway through the shift. Employees working on the second shift shall receive eight hours times the basic straight time rate plus an additional fifty cents (\$.50) per hour for each of those eight hours.

3. If three work shifts are established, the third shift shall consist of seven hours of continuous work, plus one half-hour unpaid lunch period midway through the shift. Employees working on the third shift shall receive the basic straight time rate plus three dollars and twenty five cents (\$ 3.25) for each of those seven hours.

4. Time worked in excess of seven hours on the third shift shall be paid at the appropriate overtime rate.

Section D. In the event it is not possible to work Monday through Friday on the normal eight (8) hour per day workweek because of weather conditions, or a breakdown of a piece of major equipment on the jobsite, up to eight (8) hours of work on Saturday may be performed at straight time pay during normal working hours, provided that the total amount of straight time pay in the week cannot be more than forty (40) hours. In the event that an Employee misses a regularly scheduled work day, and the Employee agrees, that day can be made up by working Saturday at the straight time rate, upon written notice to the Union, the employee cannot be disciplined for refusing to work on Saturday for the straight time rate. If an Employer fails to make work available during the work week, work performed on Saturday will be paid at one and one-half (1-1/2) times the regular straight time rate.

Section E. Holidays. The Employer agrees to recognize the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of -July, Labor Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. Any holiday falling on a Sunday will be observed on the Monday following, and any holiday falling on a Saturday will be observed on the preceding Friday.

ARTICLE XVIII NO-STRIKE/NO-LOCKOUT

Section A. It is understood and mutually agreed that there shall be no strikes or lockouts over a dispute concerning this Agreement during its term until the grievance procedures described in

Article XIII have been exhausted, and then only in the event a party fails or refuses to abide by a final decision under Article XIII of this Agreement or as permitted by Article XI(B) or Article XII(G) provided that refusal by any employee to pass through a lawfully permitted picket line will not constitute a violation of this Agreement. This Article shall not apply in those cases where an Employer fails or refuses to make in whole or in part any payments required under this Agreement including all hourly pay, fringe benefits contributions, or other payments that have been established through bona fide collective bargaining.

ARTICLE XIX SEPARABILITY AND SAVINGS PROVISION

It is the intent of the parties hereto to abide by all applicable Federal and State statutes and rules and regulations made pursuant thereto. If any provision of this Agreement is held invalid by any court or governmental agency having jurisdiction, or if compliance with or enforcement of any provision of this Agreement is restrained by such tribunal pending a final determination as to its validity, then such provision or provisions shall continue in effect only to the extent permitted and all other provisions of this Agreement shall remain in force and effect. In the event that any provision of this Agreement is held invalid, or enforcement of or compliance with any provision is restrained, the Union and the Employer shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement, incorporating the substance of such provision to the extent allowable under the law, to be in effect during the period of invalidity or restraint.

ARTICLE XX JOINT LABOR-MANAGEMENT COMMITTEE

The various individual contractors signatory to this Agreement and the Union shall establish a Joint Labor-Management Committee consisting of three (3) representatives selected by the signatory Employers as a group and three (3) representatives selected by the Union, to discuss matters of common concern and interest, to review conditions in the industry, to work for the betterment of the industry, to develop programs for additional work opportunities for parties covered by this Agreement, to perform other mutually beneficial activities and other activities permitted by law, and where necessary, to resolve disputes over the interpretation and application of this Agreement. The Board shall meet no less than once every other month and whenever necessary between such meetings. The Employer and Union representatives at a session shall have an equal number of votes on all matters coming before the Joint Labor Management Committee regardless of the number of Employer or Union representatives present at a session, a minimum of five (5) required to make a quorum. The Joint Labor Management Committee Members, (for Management side) shall be approved by the Signatory Employers by a two-thirds (2/3) majority vote, one vote per Employer.

ARTICLE XXI GENERAL UNDERSTANDING

Section A. The parties to this Agreement agree to cooperate in meeting conditions peculiar to a job or project on which the Employer may be engaged. They will at all times meet and confer

respecting any questions or misunderstandings that may arise under the performance of this Agreement.

Section B It is understood and mutually agreed that in the event the Union enters into an agreement which provides for terms or conditions of employment which are more favorable than those contained in this Agreement for specific projects, particular segments of the masonry market or certain geographic areas, those same terms and conditions of employment will be made available to the Employer on the specified projects, particular segments of the masonry market or in those geographic areas covered

Section C. This Agreement together with Schedule A constitutes the entire Agreement between the parties.

SAMPLE

SIGNATURE PAGE

B.A.C. LOCAL UNION No. 13 REPRESENTATIVE/CONTRACTORS

Signed this ____ day of _____, 2010

Signature

Carlos Aquin, President
B.A.C. Local #13, Nevada
3640 S. Highland
Las Vegas, Nevada 89103

Address

City, State, Zip

Secretary/Treasurer

Phone

() _____
Fax

MASONRY/PCC CONTRACTOR

Signed this ____ day of _____, 2010.

Signature

By:

Address

City, State, Zip

Phone

() _____
Fax