

**BAC LOCAL 13 NEVADA
MASTER LABOR AGREEMENT
FOR SOUTHERN NEVADA**

March 1, 2011 – February 28, 2014

TABLE OF CONTENTS

ARTICLE I. PARTIES	1
ARTICLE II. DURATION-TERMINATION-AMENDMENT.....	1
ARTICLE III. SCOPE OF WORK.....	1
ARTICLE IV. MANAGEMENT RIGHTS	2
ARTICLE V. UNION RECOGNITION.....	3
ARTICLE VI. HIRING PREFERENCE & DISPATCH PROCEDURES.....	3
ARTICLE VII. CHECKS, PAY PERIOD, WAGES AND CONTRIBUTIONS.....	5
ARTICLE VIII. TRAVEL-SUBSISTENCE	6
ARTICLE IX. FOREMEN	7
ARTICLE X. APPRENTICES	8
ARTICLE XI. CHECK-OFF AND LOCAL DUES.....	10
ARTICLE XII. JOINTLY TRUSTEED FUNDS.....	12
ARTICLE XIII. GRIEVANCE PROCEDURE.....	19
ARTICLE XIV. SUBCONTRACTING.....	20
ARTICLE XV. PRESERVATION OF WORK.....	21
ARTICLE XVI. STEWARDS, REPORTING PAY, WORK RULES, SAFETY	21
ARTICLE XVII. HOURS OF WORK, OVERTIME SHIFTS, AND HOLIDAYS	26
ARTICLE XVIII. NO-STRIKE/NO-LOCKOUT	28
ARTICLE XIX. SEPARABILITY AND SAVINGS PROVISION.....	29
ARTICLE XX. JOINT LABOR-MANAGEMENT COMMITTEE	29
ARTICLE XXI. GENERAL UNDERSTANDING.....	30
SIGNATURES OF PARTIES	31
APPENDIX A.....	A-1

APPENDIX BB-1
APPENDIX CC-1
APPENDIX D D-1
APPENDIX EE-1
APPENDIX F.....F-1

SAMPLE

**MASTER LABOR AGREEMENT
ARTICLE I
PARTIES**

This Agreement is entered into the 1st day of March, 2011, by and between Bricklayers and Allied Craftworkers Local Union No. 13 Nevada (hereinafter the “Union”), the Nevada Masonry Employers, the Nevada Tile, Marble, Stone and Terrazzo Contractors Association (hereinafter the “Association”), on behalf of the Association members listed in Appendix B, those employers who subsequently join the Association and those independent Tile, Marble, Stone and Terrazzo and Masonry employers who agree to become signatory to this Agreement. The Association agrees to furnish to the Union, upon request, a list of all members of the Association denoting those members bound to the terms of this Agreement. The Union agrees to furnish to the Association and Signatory Employers upon request a list of all employers bound to this Agreement.

**ARTICLE II
DURATION-TERMINATION-AMENDMENT**

This agreement shall be effective commencing March 1, 2011 and shall continue in full force up to and including February 28, 2014, 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.

**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 any work covered by the “Work Recovery Agreement”, or other Residential Work Agreements the Union may have with the Association or other employers.

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; Marble Masonry; Marble, Mosaic and Terrazzo Work, including Masonry Work, Masonry Substructure Work; Tile Layers’ Work; Pointing-Cleaning-Caulking; Finishers’ Work; and Special Categories falling within the jurisdiction of the Union, as defined in Code 1 to the Constitution, Rules of Order and Codes of the International Union of Bricklayers

and Allied Craftworkers, except that this Agreement does not apply to any work covered by the "Work Recovery Agreement" between the parties hereto or other Residential Work Agreement the Union may have with other employers. The foregoing shall include but not be limited to the work of masons, mechanics, setters (also known as layers), and finishers (including but not limited to, stone finishers, marble finishers, tile finishers, and terrazzo finishers). 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. Leveling of concrete and underlayment work on all of the work described herein shall be included under this Agreement and shall be assigned to employees represented by the Union so long as Employers can secure competitive bids for such work from signatory contractors. In the event that such bids are not available, Employers may subcontract such work to employers signatory to other unions. Fabrication work on the jobsite shall also be included in this Agreement. Plastering work and cement finishing and aerated autoclaved concrete 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 mutually determined by these parties to fall within the work jurisdiction of this Agreement.

Section D. Residential work shall be performed in accordance with the Work Recovery Agreement or such other Residential Work Agreements as the Union and Employer shall reach and execute.

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. The parties to this Agreement hereby express their intent to create a multi-employer bargaining unit, as to which the Union is the exclusive bargaining agent for the employees under Section 9(a) of the National Labor Relations Act, 29 U.S.C. § 159(a), comprised of all Employers who are currently or at any time in the future become members of the Association.

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 number, 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. Any worker reporting for work (whether at the jobsite, at the shop, or wherever else the Employer has directed) 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. The provisions of this section shall also apply to Saturday, Sunday and holiday work.

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. The Employer shall be relieved of the obligation to pay show-up pay where the employee is prevented from working by bad weather conditions, or mechanical failure that is beyond the Employer's control. Further, the Employer shall be relieved of the obligation to pay show-up pay to any applicant who fails a pre-employment drug test administered in compliance with the procedures established by project owner and/or general contractor. In addition, Marble Masons, Bricklayers, Tile Layers, Journeymen, Improvers and Finishers must report to the jobsite with all necessary hand tools.

3. No show-up pay shall be owed to any employee who fails to show up when and where directed by the Employer.

Section E. Out of Area Employers.

1. An Out of Area Employer is defined as an Employer whose principle place of business is located outside the geographical area covered by this Agreement. Notwithstanding the above, an Employer maintaining a permanent place of business within the geographical area covered by this Agreement for twenty-four (24) consecutive months prior to entering into a contract for work within the geographical area covered by this Agreement shall not be defined as an Out of Area Employer. A permanent place of business shall be defined as a building or buildings located within the geographical area covered by this Agreement out of which an Employer bids work, takes delivery of materials for such work, receives mail and other communications pertaining to such work, and out of which the Employer stages such work.

2. Notwithstanding the provisions of this Article, an Out of Area Employer that enters into a contract for work to be performed inside the geographical area covered by this Agreement may designate the first (1st) employee of each classification covered by this Agreement from a source other than the Union's hiring hall to work on each job or project. The next three (3) employees of each such classification hired to work on each such job or project must be hired from the Union's hiring hall. Thereafter, the Employer may, on each such job or project contracted for by such Employer inside the geographical area covered by this Agreement, designate one (1) employee of each classification covered by this Agreement from a source other than the Union's hiring hall for each three (3) employees from each such classification hired from the Union's hiring hall and dispatched to such job or project. The Out of Area Employer must maintain a ratio of at least one (1)

to three (3) employees in each classification as stated above for the pendency of each job or project.

Section F. Notwithstanding anything to the contrary in this Article, the Employer other than an Out of Area 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. The 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 before quitting time. If an Employer's payroll check to any employee covered by this Agreement is not delivered or paid as indicated above, subject to Article XIII of this Agreement, 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 Bricklayers, P.C.C., Tile Setter, Marble Mason, Terrazzo Worker, Finisher, etc., working under this Agreement shall be as 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 and the related remittance forms 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 Association may request that the parties meet to consider changes to Appendix A and the related remittance forms; provided, however, that neither party may take economic action in support of its position.

3. 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 agree to fill out Prevailing Wage Survey one week prior to the due date, and submit them to the Labor Commissioner. The Employer also agrees to provide proof to the Union that the Survey was delivered to the Labor Commissioner. Subject to Article XIII, failure to comply with the terms of this clause will result in a \$500.00 fine payable to a mutually agreed charity.

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 forty (40) miles from the City Hall of Las Vegas, Nevada:

0-40 Miles	Free Zone
41-50 Miles	\$20.00 per day
51-70 Miles	\$35.00 per day
Over 71 Miles	\$55.00 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.

5. Notwithstanding anything to the contrary, the expense payments set forth above shall not be payable if the Employer provides transportation at the Employer's expense, or provides the employee with a vehicle and pays for fuel.

6. Employees eligible for pay zone pay under section 1 above shall also be paid driving time as follows:

0-40 Miles..... Free Zone
41-70 Miles..... 1 hour at straight time
71-100 Miles.....1 ½ hours at straight time
For every portion of additional 50 Miles thereafter.....1 hour straight time

Section B. The Employer agrees to pay the wage scale and make contributions to the designated trust fund benefit consistent with the standard Agreement in effect in the job site area with respect to all employees, wherever hired, who perform work in such area, except as provided in the next sentence of this paragraph. Employees covered by this Agreement shall be paid at least the established wage scale specified in this Agreement but in no case less than the established wage scale of the local Agreement covering the territory in which such work is being performed plus all fringe benefits 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 Journeyman 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 Journeyman 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 Journeyman 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 Journeyman 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 Journeyman 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 Foreman. At employer's discretion, a General Foreman may be dispatched on any job where there are in excess of two (2) Foremen under this Agreement. A General Foreman shall receive five dollars (\$5.00) above the Journeyman 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 the number of hours stated below, 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.

Apprentice Wage Structure

Tile Setter/Marble Mason—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%

Bricklayers—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%

Finishers Tile/Marble—Apprentices

1 st period-6 mos.- 300 hours	60%
2 nd period-6 mos.-300 hours	70%

3 rd period-6 mos.-300 hours	80%
4 th period-6 mos.-300 hours	85%
5 th period-6 mos.-300 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 tests 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. Employment permitting, each employer agrees that for every eight (8) 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. Employment permitting, the Employer agrees to allow at least one (1) Tile/Marble Finisher Apprentice employee covered by this Agreement per calendar year to obtain on the job training with the Employer and obtain training to become an Apprentice Tile Setter/Marble Mason/ or Bricklayer 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: 3.5% for work up to 40 hours, and 2% for overtime.

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 15th day of each month for the previous work month to the agency designated by the Union for the collection of such contributions. Deductions shall be in the amount specified on an Authorization Form substantially similar to the form set forth below. The sums transmitted shall be accompanied by a list of the names of those employees for whom such 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 as a contribution to the Bricklayers & Allied Craftworkers Local 13 Political Action Committee ("Local 13 PAC") and/or to the Bricklayers & Allied Craftworkers Political Action Committee ("BACPAC"). I further authorize and direct my employer to send these amounts to the agency designated by the Union for the collection of such money on my behalf on or before the 15th 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 made on the understanding that such money will be used to make political contributions and expenditures in connection with Federal, State and Local elections, and that this voluntary authorization may be revoked by notifying my employer and Local Union 13 in writing of my 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 Trustees.

Section B. 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 E hereto. The Joint Labor Management Committee will randomly select names from Appendix E, 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. Where the Union prevails either before the Arbitrator or before a court, the Employer shall be liable for all costs of collection of payments due together with attorney's fees, 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.

ARTICLE XII JOINTLY TRUSTEED 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 in conjunction with the Association.

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 as listed in Appendix "A" for each hour or portion thereof for which a covered employee works.

(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. 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 3 Health & Welfare Trust, which was established under a Trust Agreement, dated October 19, 2000.

© The Bricklayers and Allied Craftworkers Local 13 Health Benefits Fund shall be administered by a joint board of Labor and Management Trustees. 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 interests 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 the 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.

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 works.

(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).

© The Union and the Employers shall form a Joint Apprenticeship 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 designated by the Masonry Contractor’s Association. Each side shall have an equal vote on all business conducted by the JATC regardless of the number of members for each side present at the meeting.

(d) Funds required for operation of the JATC will be collected and provided monthly by IMI, IMI will report collections and expenditures to the JATC in a format acceptable to the JATC, which the JATC shall develop in cooperation with 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 the 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 contributions 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. Local Pension

The Local Pension Fund shall be administered by a joint board of Labor and Management Trustees. 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 interests 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 the 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.

Craftworkers/Masonry Industry Compliance Trust

5. Craftworkers/Masonry Industry Compliance Trust

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 to employees' wages.

Contract Administration Funds

6. **Contract Administration Funds**

The Contract Administration Fund is a fund known as the Tile, Marble, Stone and Terrazzo Contractors Association, Inc. Contract Administration Fund. Employer's contributions to the Contract Administration Fund shall be in addition to wages, and in an amount per hour as listed in Appendix "A". The Union, in conjunction with the Association, shall allocate from wages an equal amount per hour to the Bricklayers & Allied Craftworkers Local 13 Nevada Contract Administration Fund, and to list such amount in Appendix "A".

Vacation Fund

7. **Bricklayers and Allied Craftworkers Local 13 Vacation Fund**

(a) The contribution to the Bricklayers and Allied Craftworkers Local 13 Vacation Fund shall be as 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 Allied Craftworkers Local 13 Vacation Fund, which was established under an Agreement and Declaration of Trust, dated 3 August 2007.

Labor Management Cooperation Committee

8. **Tile & Masonry Industry 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.

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 nonpayment 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 Board 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 or paid for work 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 or paid on 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 the liquidated damages established by the Board 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 attorneys' 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 Employer and the Union after receipt of payment. Upon an Employer's request, the Union shall provide a letter to the Employer confirming the Employer's payment of benefits.

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 E hereto. The Joint Labor Management Committee will randomly select names from Appendix E, 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. Where the Union prevails either before the Arbitrator or before a court, the Employer shall be liable for all costs of collection of payments due together with attorney's fees, 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 an 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 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 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 \$200,000.00 in value, and shall post a bond in an amount equal to one-half (1/2) of the estimated value of the 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 designated by the Union. For the purpose of this provision, “habitually delinquent” shall mean three (3) or more months (whether consecutive or not) of delinquencies within any twelve (12) month period. Any Employer that becomes signatory or otherwise bound to this Agreement and was not signatory or otherwise bound to the Union’s immediately preceding Nevada Tile, Marble, Stone and Terrazzo or Masonry Agreement shall post a bond guarantying the payment of trust fund contributions and dues check-off in the amount of twenty-five thousand dollars (\$25,000), or in the alternative may deposit cash or a certified check in the same amount in an escrow account designated by the Union, unless the Employer was previously delinquent in the payment of trust fund contributions and/or dues check-off to the point where collection efforts were commenced (including and limited to a civil action or securing payment through a general contractor), in which case the amount of the bond, cash deposit or certified check shall be fifty thousand dollars (\$50,000).

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 to the Joint Labor Management Committee for consideration and settlement.

4. If the Joint Labor Management Committee cannot reach a satisfactory settlement within thirty (30) working days, not including weekends and holidays, following a referral of the grievance to the Committee, the dispute shall, if the parties agree, be submitted to the International Masonry Institute's Dispute Settlement Plan for such steps as are deemed appropriate in accordance with the procedures of the Plan, or to one of the designated arbitrators listed on Appendix E. For the first dispute arising between the parties, if they are unable to agree on one of the designated arbitrators, the parties shall state 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 E. The arbitrator shall have no authority to 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 any 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 shall 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 at 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 Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or the Fund Trustees, 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 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 may not serve as a Foreman for the Employer.

2. Tools.

(a) Each Tile Layer shall furnish the following equipment:

Regular Cutting Board
Framing Square
Side Biters and Large Biters
Rubber Mallet and Beating Block
2' Level
4' Level
Chalk Box and Line
Claw Hammer
¼" and ½" Chisel (tipped)
Flat Trowel
Wood Float
¼" Notched Trowel
3/8" Notched Trowel
½" Notched Trowel
3/16" V-Notched Trowel (mastic)
Gauging, Margin or Pointing Trowel
Wire Cutter (tin snips)
Staple Gun
Hawk
Rubbing Stone
Knee Pads
Hard Hat
Scraper
25' Tape Measure
Work Boots
Straight Edges

(b) Each Finisher shall furnish the following equipment:

¼" Chisel or Screwdriver
Regular Rubber Gloves
Margin or Pointing Trowel
Hard Hat

Knee Pads
50' Hose
Two 3-Gallon Buckets
Steel Flat Trowel; if required by employer
One Hand Mixer (such as a "potato masher")
One Floor and Wall Groutfloat
One Hoe
One Shovel
Six 12-Quart Buckets
One Broom
Tin Snips
Claw Hammer
25' Tape Measure
Pencil
Work Boots
Razor Knife
Fox Tail Brush
Scraper
Grout Bag

© Each Brick Mason shall furnish the following equipment:

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

(d) Each Marble Mason shall furnish the following equipment:

Hammers (brick, stonesledge, rawhide, dead blow, rubber mallet)
Chisels (pitching tools, carbide point, cold chisels)
Trowels (margin, tuck pointers, brick)
25' Tape Measure
2' Level
4' Level
Plumb Bob
Brush

Straight Edges
C-Clamps
Bar Clamps
Square
Razor Knife
Mason Line
Wire Cutters Pliers
Blow Ball
Suction Cups
Plaster Spoon
Putty Knife
Pry Bars
Caulking Gun
2 Plaster Buckets
Sanding Block
Tin Snips
Chalk Line
Knee Pads
Hard Hat
Work Boots

3. 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 job transfer. Employees must be paid at their contractual wage rate for all time they spend after being dispatched attending mandatory meetings (including but not limited to safety meetings), new-hire or other orientations, and drug tests (unless an employee fails the drug test).

4. Tile Setters and Finishers shall be paid an additional two dollars (\$2.00) per hour when working with any Epoxy, and shall be provided proper safety equipment.

5. Employees shall not be required to work more than five (5) hours consecutively without a half-hour (1/2) meal break.

6. The Employer shall ensure that sufficient cool, potable water is available to all employees on the job site at all times where employees are working under the Agreement.

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 so long 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 all 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 workforce.

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 investigation of complaints, grievances, etc., during work hours, but in a manner that does not 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 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.

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.

17. In order to protect the health and safety of employees against the ill-effects of silicosis and other respiratory diseases, the Union and the Employers shall comply with all OSHA regulations.

Section B. Rules Applicable to Bricklayers and Stone Masons:

1. No wall shall be built over five feet, four inches (5'4") 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 the 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 requirements 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 employee's 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 contractors 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.

1. **Weekly Overtime.** All work in excess of 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, unless calculation of daily overtime would result in a greater payment. There shall be no pyramiding of daily and weekly overtime, that is, only the greater amount of overtime calculated on the basis of daily or weekly overtime shall be paid.

2. Daily Overtime – Weekdays. Employees shall 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 after ten (10) hours in a single day, Monday through Friday, except on Union recognized holidays.

3. Daily Overtime – Saturdays. With the following exceptions, the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate, and all work performed thereafter shall be paid at double time, regardless of whether or not the Employer has already made forty (40) hours of work available during the preceding work week. The exceptions to the foregoing shall be as follows: (a) Where the Saturday falls on a Union recognized holiday, all hours worked shall be paid at double time. (b) Where it was not possible to work Monday through Friday of the preceding work week on the normal eight (8) hour per day schedule because of weather conditions or a breakdown of a piece of major equipment on the jobsite, up to 8 (eight) hours of work on Saturday may be performed at the straight time wage rate during normal working hours, provided that the total amount of straight time pay in the week cannot be more than forty (40) hours. (c) Where an employee misses a regularly scheduled work day in the preceding work week, the Employer and employee can agree that the missed day (up to eight (8) hours of work, depending on how much work was missed) can be made up by working Saturday at the straight time rate. In that case, the Employer must provide written notice thereof to the Union, signed by the employee, or else the normal Saturday overtime rates shall apply. The employee's agreement to perform such Saturday make-up work on a straight time basis shall be strictly voluntary and no employee shall be disciplined or discriminated against for refusing to consent thereto.

4. Daily Overtime – Sundays. Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the preceding work week or if the Employer has failed to make forty (40) straight time hours of work available during the preceding work week. If the Employer has made forty (40) straight time hours of work available during the preceding work week, but an employee has not worked the full forty (40) straight time hours, that employee shall be paid at one and one-half (1-1/2) times the hourly wage rate for that portion of the Sunday work required to reach forty (40) straight time hours, rather than double time, except in the following circumstances: (a) if the Sunday is a Union recognized holiday, or (b) if the employee has worked at least thirty-two (32) straight time hours during the preceding work week and the remaining eight (8) or fewer straight time hours that the employee did not work fell on a Union recognized holiday during the preceding work week.

5. Daily Overtime – Holidays. Employees shall be paid double time for hours worked on Union recognized holidays.

6. Mandatory Overtime – There shall be no mandatory overtime.

Section C. Shifts. Notwithstanding the terms of Section B, the parties to this Agreement recognize the desirability and in some cases the 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 (\$0.50) 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.

5. Regardless of whether or not more than one work shift per work day has been established, any employee who works more than one (1) shift within any twenty-four (24) hour period will receive a break of at least eight (8) hours between the shift the employee just worked and the next shift the employee works.

Section D. Holidays. The Employer agrees to recognize the following holidays: New Year's Day, President's 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.

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, following proper notice by the Union, 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.

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. The only exception to this provision are those initial agreements that are signed with newly organized employers to provide a bridge between those rates which are initially established and those which prevail for signatory contractors in the masonry market in which the newly organized contractor is going to operate. Any instance in which a job is bid to be completed during a particular contract period, and the Union agrees (which will not be unreasonably withheld), the work will be performed under the wage rates in effect when the work was expected to be done. Should any question arise as to the meaning and application of this provision, either party may file with the other a written complaint. Such complaint will be initiated as stated in Article XIII of this Agreement (referred to Joint Labor Management Committee), and shall be processed in accordance with the procedure for the handling of grievances and the final and binding arbitration of disputes.

**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 provisions 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 interpretations 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. This agreement, together with the Appendices attached hereto, the Term Sheet Agreement entered into on April 21, 2011, and the side letter agreement entered into on June 2, 2011, constitutes the entire Agreement between the parties.

Section C. 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 such agreements to be sent to all signatory contractors. No such agreements shall affect the equal bidding process with signatory contractors.

Attachments:

- Appendix A Wage & Benefit Schedule
- Appendix B List of Association Members
- Appendix C Pre-Employment Drug Testing and Dispatch Protocol
- Appendix D Memorandum Agreement for Individual Employer
- Appendix E Designated Arbitrators
- Appendix F Work Recovery Agreement

**B.A.C. LOCAL UNION NO. 13,
ORGANIZING/LABOR BARGAINING AGREEMENT**
Signed this ___ day of _____, 2011.

Carlos Aquin
President
B.A.C. Local #13, Nevada
3900 West Quail Avenue
Las Vegas, Nevada 89118

**NEVADA TILE, MARBLE, STONE AND TERRAZZO
CONTRACTORS ASSOCIATION**
Signed this ___ day of _____, 2011.

By: Nick G. Mamula
President

By: Mark Fenstermaker
Vice President

By: Robert F. Herman
Secretary/Treasurer

SAMPLE

APPENDIX A

SAMPLE

APPENDIX B

Members of the Nevada Tile, Marble, Stone and Terrazzo Contractors Association as of March 1, 2006 are:

Superior Tile and Marble, Inc.
T. Nicholas and Company
Western Tile & Marble Contractors, Inc.
Gibson Tile Co., Inc.
Ventura Marble

Members of the Nevada Tile, Marble, Stone and Terrazzo Contractors Association as of March 1, 2011 are:

Superior Tile and Marble, Inc.
T. Nicholas and Company
Western Tile & Marble Contractors, Inc.
Gibson Tile Co., Inc.
Ventura Marble
Paramount Tile

SAMPLE

APPENDIX C

The Union and the Association recognize that many project owners and/or general contractors have drug free workplace policies that require employees to pass a drug test before being allowed to work on their projects. Those drug free workplace policies typically require other types of drug and alcohol testing (reasonable suspicion testing, post-accident testing, etc.). In conjunction with those drug free workplace policies, the Union and the Association agree that:

When an Employer requests the Union to dispatch applicants to a project that is covered by such a drug free workplace policy, the Employer will notify the Union in writing at the time it requests the Union to dispatch applicants to the project, and the Union will notify applicants of the drug testing requirement as set forth below. The Union will have no duty to notify applicants of the drug testing requirement if the Employer fails to notify the Union in writing of the drug testing requirement. An Employer is only required to provide the Union with one written notice of the drug testing requirement for each project for which it requests applicants from the Union. If an Employer notifies the Union in writing, at the time it requests the Union to dispatch applicants to a project, that the project has a drug testing requirement, the Union will provide the applicant with a dispatch slip that contains the following information (in addition to the information contained on the Union's existing dispatch slips). The Union shall have no duty to notify applicants of the drug testing requirement other than through the dispatch slip. On such projects, the dispatch slip shall include the following language, which the Union may also use on all dispatch slips if it decides to do so:

BEFORE YOU ACCEPT THIS DISPATCH, YOU ARE HEREBY INFORMED AS FOLLOWS:

- a. Drug testing on the project to which you are being dispatched may be required by the project owner and/or general contractor. If you do not pass a drug test, you will not be allowed to work on this project.

If you fail the drug test, you will not receive show up pay or any other compensation on this project.

- b. If you fail the drug test, you will not be allowed to work on any project for that project owner and/or general contractor for a certain period of time (the "disqualification period"). The length of the disqualification period is set by the project owner and/or general contractor. Typical disqualification periods last anywhere from three (3) months to one (1) year, although the disqualification period on this project may be shorter or longer. If you have questions regarding the disqualification period for this project, please ask the Employer to whom you are being dispatched.

The Union and the Association agree to meet to discuss the effectiveness of this drug testing/dispatch protocol after it has been in effect for twelve (12) months, with the goal of minimizing the number of applicants who fail mandated pre-employment drug tests.

APPENDIX D

MEMORANDUM AGREEMENT FOR INDIVIDUAL EMPLOYER

IT IS AGREED between the undersigned Employer and Bricklayers and Allied Craftworkers Union Local No, 13, Nevada (the "Union") in consideration of services performed and to be performed by employees for the Employer as follows:

1. The Employer agrees to comply with all of the terms, including wages, hours, and working conditions, as set forth in the Master Labor Agreement by and between the Nevada Masonry Employers and the Nevada Tile, Marble, Stone and Terrazzo Contractors Association (the "Association") and the Union, effective March 1, 2011 through February 28, 2014 (which Agreement is incorporated herein by reference and a copy of which has been delivered to the Employer and receipt of which is hereby expressly acknowledged).
2. The term "Master Labor Agreement" referred to in this Memorandum Agreement shall be that agreement described in paragraph 1 of this Memorandum Agreement or any other agreement designated in writing by the Union as the Master Labor Agreement for a term or period subsequent to March 1, 2011 or any subsequent modifications, changes, amendments, supplements, extensions or renewals of or to said Master Labor Agreement.
3. The Employer agrees to comply with all of the terms, including wages hours and working conditions of the Master Labor Agreement and any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Labor Agreement which maybe negotiated between the parties hereto.
4. The Employer agrees that he or it does irrevocably designate and appoint the Employer Trustees of said Trust Funds mentioned in the Master Labor Agreement as his or its attorneys in fact for the selection, removal and substitution of Trustees or Board members as provided in the Trust Agreements as may be hereinafter provided by or pursuant to said Trust Agreements.
5. Each Employer signatory hereto specifically waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Labor Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation or to file a petition seeking clarification or redefinition of the bargaining unit covered by this Agreement.
6. This Memorandum Agreement shall remain in full force and effect from the date it is signed through February 28, 2014, inclusive, and for the term of any successor Master Labor Agreement by and between the Association and the Union. The Employer does hereby authorize the Association to represent the Employer in bargaining with the Union for future Master Labor Agreements, unless the Employer has given written notice by certified mail to the Union of the Employer's desire to change or cancel this Memorandum Agreement at least sixty (60) days prior to the termination date of the current Master Labor Agreement or 60 days prior to the termination date of any successor Master Labor Agreement. All notices given by the Union to the Association shall constitute sufficient notice to the Employer by the Union.

Company Name _____
Authorized Signature _____ Date _____

Print Name _____ Title _____

Address _____

City, State and Zip _____

Telephone _____ **Fax** _____

Contractors License No. _____ **Class** _____

Corporation/Sole Proprietorship/Partnership _____

E-Mail _____ **Web Site** _____

Bricklayers & Allied Craftworkers Union Local No. 13, Nevada
Union Representative

Signature _____

Name _____

Date _____

SAMPLE

APPENDIX E
Designated Arbitrators

John Kagel (650) 325-0389

Sara Adler (310) 474-5170

Chuck Askin (925) 934-1929

Ken Perea (858) 756-6513

Mark Burstein (310) 479-8485

Michael D. Rappaport (559) 658-8621

R. Douglas Collins (310) 372-8959

SAMPLE

APPENDIX F

WORK RECOVERY AGREEMENT

This Work Recovery Agreement is adopted for the purpose of recovering work from nonunion contractors in markets where nonunion contractors have succeeded in capturing sectors of markets previously controlled by union contractors.

Geographic Area Covered

The geographic area covered by this Work Recovery Agreement is the entire area covered by the Master Labor Agreement.

Included Projects

1. Residential projects off the Strip¹ (both new construction and remodeling projects), including single family homes, townhomes, condominiums and apartments.
2. Residential projects on the Strip (both new construction and remodeling projects), limited to single family homes, townhomes of less than 300 units and apartments of less than 300 units.
3. Office buildings off the Strip.
4. Tenant improvements and tenant build outs off the Strip
5. Retail spaces, restaurants, theaters, bars and bathrooms off the Strip
6. Retail spaces, restaurants, theaters, bars and bathrooms inside casinos and malls on the Strip, where 25,000 square feet or less of materials will be installed.
7. New construction of public areas within malls off the Strip
8. Hotels off the strip involving less than 300 rooms

Excluded Projects

1. Projects subject to an agreement that requires compliance with the economic terms of the current Master Labor Agreement.
2. Public works projects subject to a prevailing wage requirement.
3. Projects subject to a PLA, Community Workforce Agreement or the ARRA that require payment of a specified wage/benefit rate.
4. Condominiums, townhomes of 300 units or more, and apartments of 300 units or more, on the Strip.
5. Office buildings on the Strip.
6. Hotels on the Strip
7. New construction of casinos on and off the Strip.
8. Swimming pools and recreation decks on or off the Strip, except that the Union will consider requests on a project-by-project basis to permit such projects to be performed under the Work Recovery Agreement, where it appears that the project will otherwise go non-union, with written notice to all signatories (including independents).
9. Hotels off the strip involving more than 300 rooms, except that the Union will consider requests on a project-by-project basis to permit such projects to be performed under the Work Recovery Agreement, where it appears that the project

¹ The Strip is defined as the area bordered by Bonanza on the North, Paradise on the East, Sunset on the South and Arville on the West.

- will otherwise go non-union, with written notice to all signatories (including independents).
10. New construction of public areas within malls on the Strip.
 11. New construction of anchor tenant stores (as defined by the developer) within malls on the Strip.
 12. Stand alone retail spaces, restaurants, theaters and bars on the Strip
 13. Hotels off the Strip where the contract documents require union labor only
 14. All construction at airports, except for tenant improvements.
 15. Churches and wedding chapels.
 16. Convention centers.
 17. Private sports arenas, amusement parks and attractions on the Strip.

Dispute Resolution

If the parties dispute whether or not a project falls within or outside of this Recovery Agreement, they shall meet and confer in good faith to attempt to resolve that dispute. If they are unable to resolve the dispute after so doing, it shall be processed under the expedited arbitration provisions of the Master Labor Agreement.

Wages and Benefits on Eligible Projects

On projects subject to this Work Recovery Agreement, wages and fringe benefits shall be in accordance with Appendix F1. The economic package set forth in Appendix F1 shall be adjusted as needed to retain rates at seventy percent (70%) of the economic package payable under the Master Agreement, including the \$4.50 per hour contribution to Health & Welfare under the Master Labor Agreement.

Registration Requirement

In order to be able to use the work recovery rates set forth in Appendix F1, the signatory contractor must register the project with the Union and all Local 13 Trusts under the Master Labor Agreement before performing any covered work; until the project is registered, wages and benefits must be paid in accordance with Appendix A to the Master Labor Agreement.

Prevailing Wage Projects

In addition to the foregoing, on any project subject to a prevailing wage requirement pursuant to Nevada law or federal law (the Davis Bacon Act) where the prevailing wage rates are lower than those set forth in Appendix A, a signatory contractor may perform the work at the wage and fringe benefit rates set forth in the applicable prevailing wage specification and the Union will dispatch employees to the contractor at the applicable prevailing rates as allocated in Appendix F2.

In order to be able to use the published prevailing rates on a prevailing wage project where the prevailing rates are lower than those set forth in Appendix A, the signatory contractor must register the project with the Union and all Local 13 Trusts under the Master Labor Agreement and must provide documentation to the Union and all Local 13 Trusts under the Master Labor Agreement demonstrating that the project is subject to a prevailing wage requirement; until the project is registered and the documentation is provided, wages and benefits must be paid in accordance with the higher rates set forth in Appendix A to the Master Labor Agreement.

Sunset Provision

This Work Recovery Agreement shall sunset and be of no further effect at midnight on February 28, 2014, except that work previously bid and registered under this Work Recovery Agreement prior to that sunset date shall be permitted to be completed at the wage and fringe benefit rates applicable under this Agreement, as long as the bid was due to be submitted prior to midnight on February 28th, 2014.

SAMPLE