

**TILE LAYER, TILE FINISHER
& MARBLE FINISHER
AGREEMENT**

June 1, 2007 - May 31, 2010

This Agreement is entered into this first day of June, 2007, by and between the Associated Tile Contractors of Southern California (hereinafter "ATC" or "Contractor") and the Tile, Marble and Terrazzo Local No. 18 of California of the International Union of Bricklayers and Allied Craftworkers (hereinafter "Union") and covers all work performed by members of the Tile Setter Craft and the Tile and Marble Finisher Crafts as provided in Article III.

ARTICLE I

Recognition of Union and Multi-Employer Bargaining Unit

Following a demand by the Union for recognition as the Section 9(a) majority and exclusive collective bargaining representative, the ATC recognized the Union as the majority and exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act, 29 U.S.C. § 159(a), for all employees of ATC members performing work covered by this Agreement, based upon a showing of evidence by the Union or an offer by the Union to show evidence that a majority of the bargaining unit employees have authorized the Union to represent them in collective bargaining. The ATC first extended Section 9(a) recognition to the Union on June 1, 1997, and reaffirmed that Section 9(a) recognition on June 1, 2004, on behalf of all individual contractors that were then ATC members.

The parties' intent, as expressed in the predecessors to this Agreement, has been to establish a multi-employer bargaining unit comprising all of the members of the ATC who were members of the ATC at the time the ATC first extended recognition to the Union as the Section 9(a) majority and exclusive collective bargaining representative for the employees of all ATC members performing work covered by this Agreement. The parties' intent has also been that any other individual Contractors that become bound to this Agreement, or that became bound to any of its predecessors after June 1, 2004, regardless of whether or not they are or become members of the ATC, agree to recognize the Union as the Section 9(a) majority and exclusive collective bargaining representative for their employees performing work covered by this Agreement, and to become part of the multi-employer bargaining unit established by this Agreement, upon a

demand for such recognition by the Union based upon a showing of evidence by the Union (or an offer by the Union to show evidence, if the individual Contractor declines to examine the evidence) that a majority of that individual Contractor's bargaining unit employees have authorized the Union to represent them in collective bargaining.

ARTICLE II
Territory Covered

Section 1. Tile Layers. This Agreement covers the territory of the following counties for members of the Union performing Tile Layer work as defined in Article III, Section 3: Los Angeles, Orange, Ventura, San Bernardino, Riverside, San Diego and Imperial Counties in the State of California and the Channel Islands off Ventura and Santa Barbara counties

Section 2. Tile and Marble Finishers. This Agreement covers the territory of the following counties for members of the Union performing Finishers work as defined in Article III, Sections 4 & 5: Los Angeles, Orange, Ventura, Santa Barbara, San Luis Obispo, San Bernardino, Riverside, Kern, San Diego and Imperial Counties in the State of California.

ARTICLE III
Work Covered

Section 1. This Agreement pertains to the work hereinafter described, whether public or private work, anywhere within the above covered jurisdiction of the Union.

Section 2. "TILE" is herein defined as, the following products:

(a) All burned clay products, as used in the Tile Industry, either glazed or unglazed.

(b) All composition materials, marble tile, glass, mosaics and all substitute materials for tile made in tile like units.

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

(d) Natural or simulated stone slabs for bathtubs, showers and horizontal surfaces (excluding slab floors set in fresh mortar).

(e) Thin tile that resembles full brick.

Section 3. Tile Layers Work. Tile Layers work is defined as:

(a) The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, exterior veneers, stair treads, stair risers, facings, hearths, fireplaces and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also to prepare and set all concrete, cement brickwork, or other foundations or material that may be required to properly set and complete such work.

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

(c) The setting of all tile bonded with mortar, where the bed is floated, screeded, slabbed or buttered.

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

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

(f) The setting, sealing and installation of prefabricated tile systems and/or panels.

(g) It is hereby agreed that the cutting of all materials by machinery or tools on the job site shall be performed primarily by the Tile Layer. Finishers, however, shall be allowed to do that work when necessary, provided that the Union is so notified.

Section 4. Tile Finishers Work. Tile Finishers shall mix all mortar by hand or machine, do all cleaning and grouting of all tile installed by the Tile Layer or similar worker, handle all sand, cement, lime, tile and any other materials and all chemicals that may be used by the Tile Layer or similar worker, after being delivered on the job.

Section 5. Marble Finishers Work. This Agreement pertains to the supplying of Finishers to BAC members for Marble Setters and/or similar workers while working on the erection or installation and setting of all classes of Marble whether for interior or exterior purposes on any job in the territory above described in Article II, Section 2.

(a) It shall be understood that the word Marble refers to Marble, Slate, or Stone Work, customarily set by the trade, both natural and artificial, in any public or private building covered by this Agreement, and in the territory governed by this Agreement.

(b) It shall be understood also that Marble that is made for and intended for use as a finished floor surface, whether for interior or exterior floors, stair treads, promenade roofs, garden walks, interior walks, interior walls, ceilings, swimming pools, and all places where marble may be used to form a finished surface for practical use, sanitary finish or decorative purposes.

(c) Marble Finishers shall mix all mortar, do all cleaning, washing, grouting and pointing up and caulking of all Marble installed by the Marble Setter and or similar workers, handle all sand, cement, Marble or Stone and any and all materials that may be used by the Marble Finisher to each Marble Setter and/or similar workers, as is the custom of the trade, with the following exceptions. This does not restrict the Marble Setter from assisting the Marble Finisher on completion of a job.

(1) A Marble Setter may be allowed to work on repair work that can be completed within a period of four (4) hours total.

(2) Marble Setters may be allowed to do cutting or fitting work when required.

(3) On any job where individual pieces do not exceed four (4) square feet and the installation can be accomplished with one (1) worker, a Marble Finisher may not be required. If two (2) or more workers are required for any installation then at least one (1) worker must be a Marble Finisher.

(4) Bull-Gang Foreman's hourly wage rate shall be \$1.50 per hour over the regular hourly rate of the Marble Finishers. Note: Bull-Gang Foremen on all jobs determined by employer.

ARTICLE IV

Grievance and Arbitration Provisions

Section 1. In order to correctly interpret, enforce or arbitrate this Agreement, a Joint Arbitration Board shall be established for said purpose. Said Joint Arbitration Board shall consist of four (4) members of the Contractors and four (4) members of the Union and each party may have one member present to act as an observer. A Chairman and Secretary shall be elected from the Board who shall be rotated. A paid recording secretary shall be employed for all meetings, and each organization shall jointly pay for same or as determined by the Joint Arbitration Board.

Section 2. Should either Party deem that this Agreement is not proving satisfactory to their interest, each Party shall through the Arbitration Board, endeavor to correct or amend the Agreement to the satisfaction of the Parties.

Section 3. If such endeavors fail within ninety (90) days after certified notification, it is agreed that all questions or differences arising between the parties hereto which cannot be settled by the Joint Arbitration Board shall be submitted to an Impartial Arbitrator. If the parties cannot choose an Impartial Arbitrator, an Impartial Arbitrator shall be selected from a list provided by the Federal Mediation and Conciliation Service which shall be requested to submit a panel of seven (7) names. Each party shall have the right to alternately strike a name from the submittal panel, and the remaining name shall be the Impartial Arbitrator. Pending decision of the Arbitrator, the status quo at the time of the disagreement arose shall be maintained.

Section 4.

(a) The arbitration procedures shall be applied to any disputes which may arise between the Parties regarding interpretation, application, enforcement or alleged violation of this Agreement.

(b) Contractors who are members of the Tile Contractors Association of America, Inc. shall have the option of having their disputes resolved, after deadlock at the Joint Arbitration Board, by the National Officers or the Impartial Arbitrator as herein above set forth. Pending settlement of any disputes by the Joint Arbitration Board, the National Officers, or the Impartial Arbitrator, the Parties agree that the status quo will be maintained pending resolution of the dispute. The decisions of the Joint Arbitration Board, the National Officers or the Impartial Arbitrator shall be final and binding on the Parties. If any dispute is submitted to the Impartial Arbitrator the costs of the same shall be borne equally between the Parties.

Section 5. It is mutually agreed by each Party that they will meet at such times that are agreed upon in joint session to survey local conditions and begin negotiations for the purpose of formulating a new Agreement, pending the accomplishment of which, this Agreement shall remain in full force and effect up to the date of termination.

Section 6. The Joint Arbitration Board shall have the authority, after due notice of hearing, to determine any and all violations of this Agreement, including the issue of arbitrability, and to assess damages for same. All damages assessed shall be paid to the damaged party or other injured person. A simple majority decision of the Joint Arbitration Board shall be final and binding. In the event a Contractor fails to comply

with any decision of the Joint Arbitration Board, the National Officers or the Impartial Arbitrator, the Union shall have the right to take economic action against said Contractor, including but not limited to removal of men from the job, strike, picket or any other lawful economic action, except for a violation of the subcontracting clause, where judicial enforcement of the award shall be the exclusive remedy.

Section 7.

(a) In the event any work covered by this Agreement is performed in an unworkmanlike, unsatisfactory manner for reasons attributable solely to the employee's work and/or labor in the installation, setting, fabrication, and/or methods of affixing tile or other related products, the employee or employees involved shall be required to repair work without delay on the employee's own time during normal working hours. This Section shall not be applicable where the work has been performed by Apprentices with more than one year left on their apprenticeship, or where there is inadequate supervision and/or instructions.

(b) In the event a Contractor believes that work has been performed by his employees in an unsatisfactory manner as set forth above, he shall promptly notify the business Agent of the Union by phone and in writing. It shall be the duty of the business Agent to promptly inspect and investigate the job in question. If he finds the complaint justified, he shall order the employee to repair the work on his/her own time without delay. The Union shall not be responsible for work done by its members. It shall be the responsibility of the Union to determine the competency of the employee and may reduce his/her wages to 85% until workmanship is upgraded. The preceding sentence as applies to 85% shall not be applicable to Tile and Marble Finishers.

Section 8.

(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 of subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Contractor shall perform any work of the type covered by this Agreement, at the site of a construction project, under its own name or under the name of another, as corporation, company, partnership, or any other business entity, including a joint venture, in violation of applicable federal law, then, the terms and conditions of this Agreement shall be applicable to all such work.

(b) This Agreement shall be binding upon the Contractor, its successors, assigns, and any other entity managed or controlled by the Contractor which is created as a

subterfuge to evade the terms and conditions of this Agreement.

(c) Should the Union or the Contractor file suit to compel arbitration of a dispute under this Agreement, or to confirm any arbitration award, the prevailing party shall be entitled to recover all attorney's fees, accountant's fees as well as other out of pocket expenses incurred.

ARTICLE V

Contracting of Labor

Section 1. Any Contractor who works with the tools must become a member of the Union.

Section 2. Except as provided in subparagraphs (a) and (b) below, 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 and complies with all of the terms and conditions of this Agreement.

(a) This Section shall not apply to demolition, clean up, trash hauling, sealing, lathing, scratching, backer board, scaffolding, waterproofing and caulking.

(b) Construction site fabrication within the jurisdiction of this Agreement (including but not limited to construction site fabrication of stone, exterior panels, subsurfaces to be tiled, etc.) shall not be subcontracted, sublet, assigned, or transferred except to signatory contractors, provided that such contractors are available, ready and capable of performing the work within the time and production schedule of the Contractor's customers.

(c) 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 procedures for the handling of disputes and the final and binding arbitration of disputes.

(d) If, as a result of a 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 subparagraph (c) of this Section, or to defend an action which seeks to vacate such award or which challenges the legality or enforceability of this Section, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or the fund trustees, plus costs of litigation, which have resulted from the bringing of such court action.

Section 3. The Contractor shall not employ, nor shall any Tile Layer accept compensation, on a square foot or lump sum basis.

Section 4. The Union shall not restrict its members to limit the amount of work they shall do in a given length of time but shall require of its members that work be completed in a workmanlike manner and in accordance with the Local Standards of the trade, as determined by the Joint Arbitration Board.

Section 5. Any out of town Tile Contractor coming into the jurisdiction of Local 18 who signs this Agreement shall be allowed to bring one (1) foreman or key man. Additional workers shall be obtained through the Union's hiring hall.

Section 6. An Accredited Representative of the Union shall have access to the job site during working hours for the purpose of performing his assigned duties.

Section 7. At least once each month, each Contractor shall provide the Union with a report on the form attached hereto as Appendix A, which shall include the following information, for each new project under contract: 1) The name of the project; 2) The project location; and 3) The identity of the General Contractor and/or the Builder

ARTICLE VI

Conditions of Employment

Section 1.

(a) It is agreed that all employees covered by this Agreement shall be, or become on the eighth day after employment or the eighth day after execution of this Agreement, whichever is later, and remain continuously, members in good standing of the Union as a condition of employment. Membership in the Union shall be available on a non-discriminatory basis.

(b) The Contractor shall discharge any employee pursuant to this Section upon written notice from the Union of such employee's non-payment of initiation fees or dues which are in a state of delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith. The Union will hold the Contractor harmless for compliance with this Section.

(c) Every Contractor signatory hereto shall make such payroll deductions as may be required and authorized by any employee covered under this Agreement so as to maintain membership in or become members of the Union. All such above described payroll deductions shall be made payable and forwarded to the Union.

(d) On jobs of five (5) or more crews, the Union shall have the authority to appoint a Steward. The Steward shall be a journeyman appointed by the Union, who is a bonafide resident within the territory covered by this Agreement.

Section 2.

(a) No employee working under the terms of this agreement shall be required to work on any premises at which there is a lawful primary picket line. Should any employee refuse to work behind such a lawful primary picket line, such employee shall not be entitled to show up pay.

(b) No employee working under the terms of this agreement shall work under any conditions which are or may be detrimental to his/her health and/or which are in violation of State Safety Orders or other laws or ordinances. Should an employee be prevented from working under this subsection, such employee shall be entitled to show up pay as set forth in this agreement.

(c) Should there be any dispute arising over the application of subparagraph (b), either party may refer the matter to the Joint Arbitration Board. If the contractor refers the matter, the contractor shall deposit the requested show up time with the Joint Arbitration Board pending the Board's decision.

Section 3. The Contractor shall not assign any work covered by this Agreement other than to workers covered under this Agreement, except as provided in Article V, Section 2.

Section 4. The Union shall not restrict the Contractor in the use of power equipment or machine tools as long as such is covered work under this Agreement and is performed by employees covered by this Agreement, except as provided in Article V, Section 2.

Section 5.

(a) The Union shall not restrict its workers in work assignments as given by Contractor or limit the amount of work they shall do in a given length of time, but shall require of its workers that all work be completed in a workman-like manner and in accordance with the local standards of the trade as determined by the Joint Arbitration Board.

(b) Workers covered by this Agreement who may be required to perform work not in accordance with those standards set forth, by any General Contractor, Builder, Owner, Architect or Signatory Party to this Agreement and/or their respective Agent or Representative, shall not be held responsible for such work, provided said work is reported in writing to the Union within twenty-four (24) hours of its completion.

Section 6. Following the execution of this Agreement, the ATC and the Union shall meet and confer in good faith to finalize a "Code of Conduct," based upon the "BAC Code of Conduct: A Commitment to Quality, Dependability, and Value," which shall then be adopted and attached as an Addendum to this Agreement.

ARTICLE VII

Payment of Wages And Subsistence

Section 1.

(a) The Contractor shall pay all employees covered by this Agreement by a negotiable check for services and expenses each week and shall pay in full up to within (5) days of their regular pay day and the payroll shall be distributed on the job not later than 4:00 p.m., Friday of the same week. In cases where arrangements have been made to mail checks, then said checks shall be mailed by Special Delivery or in sufficient time that employees will receive same at their residence on Friday of the same week. If a worker is permanently laid off, wages are due and payable immediately at the time of layoff or discharge in compliance with the California State Labor Code.

(b) The employee shall receive a check stub for each check showing the Contractor's name and address, the pay-period covered, regular and overtime hours worked, employee deductions to all Trust Funds and all deductions required by law.

(c) It shall be the responsibility of the employee to complete and mail at the end of the work week a time card if this is the method used by the Contractor in payment of wages.

Section 2.

(a) The following amounts shall be paid to cover expense and subsistence with the 110 FWY and 101 FWY interchange in Los Angeles being used as the center point. These expenses shall be shown as such on the pay check stub.

(b) The Contractor shall reimburse the employee for parking expenses incurred in congested areas where free parking is not provided or readily available to the job.

(c) When jobs are beyond the 90 mile radius, Contractors are to furnish room and board (equivalent to Triple A (AAA) lodgings) or shall pay a subsistence allowance of \$80.00 per day for each day worked and \$80.00 per day for Saturdays, Sundays and holidays on jobs continuing over such Saturdays, Sundays and holidays.

(d) When jobs are located in remote or resort places where additional expense

may be encountered, the Contractor shall furnish room and board or the expense allowance shall be increased to cover the additional expense.

(e) When jobs are beyond the 90-mile radius, it is necessary to pay only one round-trip fare to each job or a section thereof. Actual traveling time to the job is to be paid when the job starts, and return from the job when a worker has completed his services upon it or section thereof. When common carrier transportation, "rail, boat, plane or bus," is furnished by the Contractor, then the worker shall be paid not to exceed eight (8) hours travel time at straight time out of each twenty-four (24) hours.

(f) The same rate of pay and travel pay shall apply, regardless of the means of transportation used by the employees.

(g) The radius for purposes of the payment of subsistence and expenses shall be determined by measuring from the location of the job to the radius point within the county (or, in the case of Los Angeles county, the sub-county area) in which the employee in question resides. All such measurements shall be made utilizing "mapquest" or other similar internet mapping service. The radius point for Los Angeles County, other than for employees who reside in the Antelope Valley, shall be the 110 and 101 freeway interchange. The radius point for employees who reside in the Antelope Valley shall be the main post office in the City of Lancaster. The radius point for Orange County shall be the City Hall in the City of Santa Ana. The radius point for Ventura County shall be the City Hall in the City of Ventura. The radius point for San Bernardino and Riverside Counties shall be the intersection of 3rd and Arrowhead Streets in San Bernardino. In all other counties, the county seat shall be used as the radius point.

Section 3. Regular Work Schedule and Overtime. The regular work schedule shall be not more than forty (40) hours within a seven (7) day calendar week, and shall consist of five (5), eight-hour (8-hour) working days. Overtime pay for the regular work schedule shall be paid as follows. Daily overtime shall be paid at the rate of one-and-one-half (1 ½) times the rate of pay for any work in excess of eight (8) hours in any one (1) day, and at the rate of two (2) times the rate of pay for any work in excess of ten (10) hours in any one (1) day. Weekly overtime shall be paid at the rate of one-and-one-half (1 ½) times the rate of pay for any work in excess of forty (40) hours in any one (1) calendar week, and at the rate of two (2) times the rate of pay for any work in excess of fifty (50) hours in any one (1) calendar week. Where application of the daily

and weekly overtime formulas would yield different amounts of pay, the higher amount shall be paid.

Section 4. Compressed Work Schedules. Compressed work schedules of four (4), ten-hour (10-hour) working days, or three (3), twelve-hour (12-hour) working days, shall be permitted as alternatives to the regular work schedule, upon written notice to the Union in advance of the Contractor's commencement of work on the project and in compliance with all legal requirements. No overtime shall be permitted to be worked on compressed work schedules, i.e., hours beyond those set forth in the previous sentence. Where a Contractor suffers or permits such overtime to be worked, the daily and weekly overtime rates for the regular work schedule set forth above in Section 3 of this Article shall apply.

Section 5. Shift Pay.

(a) Regardless of whether an employee is working a regular work schedule or a compressed work schedule, if that employee commences work after 3:00 p.m., he or she shall be considered to be working a night shift and shall receive night shift pay therefor.

(b) The night shift pay for an employee working a regular work schedule shall be eight (8) hours pay for seven (7) hours of work. Daily overtime for night shift work performed on the regular work schedule shall be paid as set forth above in Section 3 of this Article, except that daily overtime at the rate of one-and-one-half (1 ½) times the rate of pay shall be paid for any work in excess of seven (7) hours in any twenty-four hour (24-hour) period, and at the rate of two (2) times the rate of pay for any work in excess of nine (9) hours in any twenty-four hour (24-hour) period. Weekly overtime for night shift work performed on the regular work schedule shall be paid as set forth above in Section 3 of this Article, except that weekly overtime at the rate of one-and-one-half (1 ½) times the rate of pay shall be paid for any work in excess of thirty-five (35) hours in any one (1) calendar week, and at the rate of two (2) times the rate of pay for any work in excess of forty-five (45) hours in any one (1) calendar week.

(c) The night shift pay for an employee working a compressed work schedule shall be ten (10) hours pay for nine (9) hours of work, or twelve (12) hours pay for eleven (11) hours of work. No overtime shall be permitted to be worked on night shift compressed work schedules i.e., hours beyond those set forth

in the previous sentence. Where a Contractor suffers or permits such overtime to be worked, the daily and weekly overtime rates for the regular night shift work schedule (set forth above in Section 5(b) of this Article) shall apply.

Section 6.

(a) The following holidays are recognized as Legal Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day. Any legal holiday falling on a Sunday the following Monday shall be observed as a holiday. All work performed on the actual date of any Holiday listed above shall be paid at the rate of double time.

(b) Contractor has the right to declare Friday preceding a Saturday legal holiday as a non-work day, but must give a week's notice. The employee may work the Saturday preceding or following as a regular work day.

(c) On any job where the General Contractor has an early starting time, the Union will grant permission as per schedule of General Contractor's Agreement if approved by the appropriate Building Trades Council.

Section 7. In the event of a work stoppage such as rain, or any other stoppage that is beyond the control of the Contractor, that does not allow the employee to work on a regular week day, it shall become the option of the employee to work on Saturday at the prevailing rate (straight time) as a make up day.

Section 8. Any workers ordered to report for work for whom no work is provided shall be paid four (4) hours pay, inclement weather conditions or failure for a full crew (when needed) to report for work excepted. Workers reporting for work and claiming report pay under this Section shall first contact their employer and remain on the job until expiration of the four (4) hour period, unless instructed otherwise, by the employer or his representative.

(a) Any employees ordered to report to work who are not so specified as incompetent, upon placement of the order by the Contractor, shall be paid four (4) hours' pay when declared incompetent upon their arrival at the job site, and said payment shall be sent with a letter of protest to the Joint Arbitration Board, WITHIN 72 HOURS, who will rule on the validity of the declaration of incompetence.

(b) The parties hereby adopt the "Model Substance Abuse Testing and Assistance Program" (hereinafter "Model Program") that is attached as an Addendum to this Agreement, with the following additions and/or modifications:

(1) Any employee who is removed from work and required to undergo reasonable cause testing under Section III (B) of the Model Program, and who subsequently tests positive, shall be deemed to have been suspended through the time that the employer is informed of the positive test result and shall have no right to be paid for that period of time. If the test is negative, however, the employee shall be paid for that period of time.

(2) Any employee who is terminated after a second positive test result shall not be eligible for subsequent referral through the Union's hiring hall unless and until the employee has successfully completed an approved employee assistance program under the Model Program and has passed a subsequent drug and alcohol test administered in compliance with the Model Program at the employee's expense.

ARTICLE VIII

Trust Funds

Section 1. All of the terms and conditions of the plans governing operation of the Tile Insurance Trust Fund which shall include the Finishers' Health and Welfare Plans and the Setters' Health and Welfare Plans, the Tile Layers' Pension Trust Fund, the Joint Apprenticeship Trust Fund, The Bricklayers and Trowel Trades International Pension Fund, the Tile Finishers Retirement Savings Trust Fund, the Tile Finishers Joint Apprenticeship and Educational Trust Fund, the Tile Finishers Disability and Dental Trust Fund, the Tile and Marble Finishers Labor Management Cooperation Committee, Inc., the Compliance Trust Fund and the Tile Employers Contract Administration Fund, the Tile Layers Vacation Trust Fund and the Tile Finishers Vacation Trust Fund (collectively "Trust Funds") are hereby incorporated into this Agreement by reference and the contractors agree to be bound by all the terms and conditions contained therein.

Section 2. The Contractor hereby irrevocably designates as its representatives on the Board of Trustees as set forth immediately above, the Trustees who are now serving, or who in the future will serve, as Employer Trustees, together with their successors. The Contractor further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreements and Declarations.

Section 3. The Contractor agrees to make those contributions to the various Trust Funds as are set forth in the Wage and Fringe Benefit Addendum, which contributions shall not be considered as wages.

Section 4. In the event the parties enter into a Reciprocity Agreement permitting the payment of certain fringe benefit contributions to the home area of any employee temporarily working in this jurisdiction, payments shall be made in accordance with such Reciprocity Agreements that are agreed to by the Trustees of each Trust provided further, such Trust is qualified under the provisions of the applicable Internal Revenue regulations permitting the payments to be tax deductible by the Employer.

Section 5. Superintendents and estimators may be included in these plan (s) at a required per month hourly minimum established by the Trustees.

Section 6. All contributions shall be paid on or before the thirtieth (30th) of the month following and if not so paid, the Contractor who has not paid such shall be considered delinquent and in violation of the Agreement.

Section 7. It is mutually agreed and understood that all employees covered by this Agreement shall be given the benefits of these plans as long as they are qualified for coverage under the Rules of Eligibility as shown in the various plans and are not working for a Contractor outside the territory covered by this Agreement or are not otherwise employed.

Section 8. If an Employer fails to make contributions to the Pension Fund within three (3) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Contractor shall be liable for all costs for collection of payment due together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

Section 9. In order to properly enforce this Agreement, it is further mutually agreed and understood that all Contractors signatory to this Agreement shall keep true and accurate records of their payrolls and expenses paid to employees covered by this Agreement, and shall make them accessible for inspection or audit by the Trustees and any of the Trust Funds, or appointees, or disinterested representatives appointed by the Joint Arbitration Board. If an inspection or audit conducted under this section discloses that additional contributions are owed by a contractor in an amount which exceeds 5% of the

contractor's Trust Fund contribution for the period covered by the inspection or audit, the contractor shall pay the costs of the inspection or audit.

(a) In the absence of complete and accurate records relating to any Employee compensation or reimbursement, the gross monies received by the Employee shall be presumed to be in payment of bargaining unit work as described in the Agreement and shall be divided by the basic hourly rate, not including fringe benefit contributions, to determine the hours worked by the employee and to compute the amount of Employer contributions required under this contract. Similarly, in the absence of complete and accurate records relative to all payments made to non-employees, including but not limited to subcontracted work and material purchases, such gross expenditures shall be presumed to be in payment of bargaining unit work and shall be divided by the basic hourly rate, not including fringe benefit contributions, to determine the hours lost by employees covered by this Agreement and to compute the amount of contributions contractually required by the Employer.

Section 10. All active Contractors may, if they so desire, procure health and welfare coverage by making self-contributions to the "Tile Contractors Insurance Trust Fund". Said contribution shall be made as the Trustees of the Tile Contractors Insurance Fund shall decide.

Section 11. Should National Health Care become law, the Union and the ATC agree to discuss and compare such coverage with the Union's health and welfare coverage.

ARTICLE IX

Bonding

Section 1.

(a) Bonding Procedure -- All Contractors signatory to this Agreement shall be required to post a surety bond with the TILE INSURANCE FUND in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), or, in an amount equal to one-twelfth (1/12) of the total Trust Fund contributions made by said Contractor to the funds during the preceding twelve (12) month period whichever is greater.

(b) Any new Contractor shall be required to post a minimum bond of Two Thousand Five Hundred Dollars (\$2,500.00). Such Contractor shall be subject to quarterly audits for the first two (2) years of operation.

(c) Said bond shall be subject to assessment for payment due to the "TILE INSURANCE TRUST FUND", "JOINT APPRENTICESHIP AND TRAINING TRUST FUND TILE LAYING INDUSTRY", "BRICK-LAYERS AND TROWEL TRADES INTERNATIONAL PENSION FUND", "TILE INDUSTRY RETIREMENT SAVINGS TRUST FUND", "TILE INDUSTRY DISABILITY AND DENTAL TRUST FUND", "TILE AND MARBLE FINISHERS LABOR MANAGEMENT COOPERATION COMMITTEE, INC. TRUST FUND", "COMPLIANCE TRUST FUND", "TILE EMPLOYERS CONTRACT ADMINISTRATION FUND" AND THE "TILE LAYERS VACATION TRUST FUND" AND THE "TILE FINISHERS VACATION TRUST FUND" liquidated damages due any of the Trusts, prejudgment interest and for any other financial obligations of the Contractor under the collective bargaining agreement, including payment of wages.

Section 2. In the event that any Contractor signatory to this Agreement is determined by the Trustees of the TILE INSURANCE TRUST FUND to be delinquent in the payment of Trust Fund obligations, in an amount of ten percent (10%) of total monthly contributions owed by the Contractor, the JAB may, at its discretion, require the posting of an additional bond in an amount equal to the highest bond posted by a Contractor, pursuant to Section 1 of this Article during the preceding twelve (12) month period.

Section 3. In the event that any Contractor covered by this Agreement changes the legal entity of their business without notifying the Union and posting a new bond, the posted bond of the Contractor shall be liable for assessment for the delinquencies of the new legal entity for failure to make the contributions as specified in this Agreement.

Section 4. The bond of the Contractor shall be maintained in the full amount for the duration of this Agreement.

Section 5. The TILE INSURANCE TRUST FUND shall be empowered to hear and determine and levy on all bonds in the manner provided for in Article IV of this Agreement.

Section 6. Effective June 1, 2007, a Contractor who files a late report (unless excused by the Board of Trustees of TILE INSURANCE TRUST FUND or JOINT ARBITRATION BOARD) will be responsible to pay liquidated damages of Twenty Dollars (\$20.00) or ten percent (10%) of the total monies due the TILE INSURANCE TRUST FUND as and for contributions due and owing to all Trust Funds defined in this Agreement, whichever is greater. Further, if a Contractor has two (2) assessments for

liquidated damages within twelve (12) consecutive months, said Contractor shall, within seventy-two (72) hours after notice from the Trust Fund, post an additional One Thousand Dollars (\$1,000.00) surety bond with the TILE INSURANCE TRUST FUNDS.

Section 7. Any Contractor signatory to this Agreement, who has not made contributions to the TILE INSURANCE TRUST FUNDS for twelve (12) months prior to becoming a signatory party to this Agreement, shall post a bond as required under Section 1.

Section 8. In the event that a signatory contractor is required to post a higher bond, as specified in Section 2, herein above, such requirements shall remain in effect for a period of twelve (12) months thereafter, provided that during that period, no further delinquencies occur.

Section 9. The bond of the Contractor shall be maintained in the full amount for the duration of this Agreement. However, if in the preceding five (5) years, the Contractor has not become delinquent, the requirement to post a Performance Bond in accordance with this Article shall be waived for a period of twelve (12) months. Such period of waiver shall continue from year to year thereafter so long as the Contractor does not become delinquent.

ARTICLE X

No Discrimination

The Contractors, jointly and individually, and the Union, do hereby agree that each of them shall not discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, ancestry, political or religious opinions or affiliations, handicap or medical conditions as prohibited by the laws of the State of California and the United States government, as they now exist for the protection against discrimination or as those laws may be modified by judicial interpretation in the appellate courts or by amendments to current state and federal statute.

ARTICLE XI

Severability

Should any Article, Section or Addendum of this Agreement, or any portion thereof, be found to be invalid by reason of any existing or subsequently enacted legislation or by any Decree of a Court of competent jurisdiction, such Article, Section or Addendum of portion thereof shall be treated for all purposes as null and void. The Union and the Contractors shall meet as soon as possible to negotiate a lawful substitute provision which all parties signatory hereto agree to be bound to. The remaining portions

of this Agreement shall continue in full force and effect notwithstanding the above.

ARTICLE XII

Remodel Work

Section 1.

(a) Employees covered by this Agreement who wish to do remodel work and who register as such on the Union's out-of-work list, will be governed by the terms and conditions of this Article XII.

(b) Any employee covered by this Agreement who works on remodel work is entitled to the overtime provisions of Article VII only after completion of forty (40) hours work in any week, whether or not this work is performed on Saturdays or Sundays.

(c) Only those employees who have registered with the Local Union to do remodel work will be permitted to work on said work.

(d) Except as provided otherwise in this Article XII, all of the terms and conditions of this Agreement shall be applicable to remodel work.

(e) The parties signatory hereto shall promulgate reasonable and non-discriminatory rules covering remodel work, and the employees who work on remodel work.

ARTICLE XIII

Most Favored Nation

Section 1. Should the Union at any time during the existence of this Agreement enter into a contract granting more favorable conditions, wages or benefits to any Contractor, the Union agrees to make that contract available to all Contractors signatory to this Agreement.

Section 2. Section 1 shall not apply to the jobs of a newly organized Contractor that are in progress or that have been awarded in writing to the Contractor at the time that Contractor first becomes a signatory until those jobs are completed or six (6) months elapses from the date the Contractor first became a signatory. In any event, the Contractor will be required to be in full compliance with all the terms and conditions of this Agreement, including wages and benefits on all covered work, not later than six (6) months from the date the Contractor first becomes signatory.

Section 3. Section 1 shall not apply to the clauses determining the length of the contract or the method of dispute resolution contained in project agreements executed

with the Building Trades Council and Local 18. In every other respect, all project agreements shall have the same wages, hours, benefits and working conditions as this Agreement and a copy of project agreement executed by the Building Trades Council and Local 18 will be sent to the President of the ATC.

ARTICLE XIV

Hiring and Dispatch

Section 1. Within the order of referral established in Sections 3, 4 and 8 of this Article, Contractors shall have the right to call employees by name from the Out-Of-Work List, provided said employee has worked for the Contractor within the past three (3) years pursuant to a labor agreement between the Contractor and Local No. 18, and may discharge any workman for any cause which the Contractor may deem sufficient provided there shall be no discrimination on the part of the Contractor against any workman for Union activity. All referrals shall be on a first-in, first-out basis: that is the first registered shall be the first referred.

Section 2. In the employment of workers for all work covered by this Agreement, the following provisions shall govern:

(a) Only qualified workers shall be permitted to work under this Agreement. A qualified Tile Layer shall be defined as a person who has completed a four (4) year apprenticeship or equivalent program in the setting of ceramic tiles; and/or who has passed a journeyman trade or equivalent test. A qualified Finisher shall be defined as a person who has completed a two (2) year apprenticeship or equivalent program of finishers work experience and/or who has passed a journeyman trade or equivalent test.

The provisions of this Section 2, paragraph (a) shall not be applicable to apprentices.

(b) The Union shall establish and maintain, open and non-discriminatory, employment lists for employment of workers covered by this Agreement.

(c) Tile Layer Journeyman who have not previously worked under the terms of this Agreement when dispatched, shall be dispatched as journeyman. If the Contractor objects within ten (10) working days that said employee is not a qualified journeyman, said employee shall become an Improver Apprentice, who shall receive 85% of the journeyman wage rate plus the benefits specified in this Agreement, until such time as the employee may be evaluated and/or reclassified by the JAC.

(d) Any worker may be re-evaluated on request if his or her production and

quality is not consistent with current classification.

- (e) All tile Contractors must have a letter on file in the Union office listing the names of all persons, other than themselves, who have authorization to act in the capacity of employing and terminating workers.

Section 3. Tile Layer and Finisher Apprentices.

Apprentices shall be dispatched and referred as follows:

- (a) Apprentices who are unemployed shall be registered on the Local No.18 Apprentice Available For Work List. Apprentices shall be registered on the applicable out of work list (Tile Layers or Finisher Apprentice indentured after May 31, 1994) in the order of time and date of registration.

- (b) The Contractor shall call Local No. 18's office when in need of apprentices. Local No. 18 shall immediately dispatch to the Contractor the number of apprentices needed and requested by the Contractor by use of a written dispatch slip stating information pertinent to the prospective employment. The selection of apprentices for dispatch to jobs shall be on a non-discriminatory basis.

Apprentices shall be referred on a first-in, first-out basis; that is the first apprentice registered shall be the first apprentice referred.

- (c) Any apprentice having any disagreement with his or her placement or dispatch shall be entitled and required to exhaust internal remedies, available in this Agreement, which are expressly made available to such apprentice, prior to, and as a condition of seeking other relief of any type of nature, whether administrative or judicial.

- (d) Upon the termination of employment between a Contractor and an apprentice, the Contractor, upon request by the Union, shall, within five (5) working days, notify Local 18 in writing of the reason (s) for such termination.

- (e) Contractors shall have the right to recall apprentices by name from the Apprentice Available for Work List provided that, the apprentice was, within the previous ninety (90) calendar days, employed by said Contractor. Additionally, if an out of work apprentice has worked for a Contractor within the previous thirty (30) calendar days, such Contractor may request, by name, to have such apprentice re-dispatched by Local 18 for re-employment even if said apprentice has already been dispatched to another Contractor, provided that such requesting Contractor has sent a letter to Local 18 requesting to put a hold on such requested apprentice for a thirty (30) calendar day period after termination of employment.

- (f) An Apprentice may refuse initial dispatch if the job site to which the apprentice is being dispatched to is more than 45 miles, as the crow flies, from

the apprentice's residence. There will be no penalty for such refusal.

Section 4. Tile Layer Journeyman.

(a) The Contractor shall call upon the Union or its agents for such qualified applicant as they may from time to time need, and the Union or its agents shall immediately furnish to the employers the required number of qualified applicants needed. The Contractor and/or his agent shall verify to the Union, employment within twenty-four (24) hours of hiring.

(b) The Union or its agents will furnish each such required applicant, first through the referral of applicants who are registered and available for employment on the available for employment Journeyman List until said list has been exhausted, and thereafter through referral of applicants who are registered for employment on the available for employment Improver Layer Apprentice List. At the time of making such referral, the Union or its agents shall issue a written referral slip to the employee, when said employee is dispatched from the Union office in person, and such employee shall furnish promptly the referral slip received to the Contractor or his representative upon arrival at the job site.

(c) The order of preference established in Section 4, paragraph (b) of this Article may be modified in the event the Contractor specifies a need for a particular skill required on the job.

(d) The Union shall be required to read only the first five (5) names of applicants from the out-of-work list when requested to do so by telephone, and with all requests for applicants, the job address for same shall be given at that time.

Section 5. In the event the Union is unable to supply the required applicants within forty-eight (48) hour period, the Contractor shall be permitted to hire employees from any other source, provided this Paragraph shall not conflict with Article XVI of this Agreement. The Contractor shall notify the Union of all employees hired from other sources within forty-eight (48) hours of said hiring.

Section 6. The Employer shall have the right to declare the competency of the employee and hire or not hire accordingly. The employer retains the right to reject any applicant referred by the Union for such reasons as intoxication, lack

of sufficient tools, lack of adequate transportation, failure to communicate as necessary to perform the job safely and efficiently and failure to provide proof of eligibility to work in accordance with the Immigration Reform and Control Act.

Section 7. Any applicant who is denied employment by reason of the application of this Article, shall have the right to appeal to the Joint Arbitration Board as set forth in this Agreement, which board shall have the authority to review and consider all of the issues presented through such appeal. The decision of the Joint Arbitration Board shall be final and binding on all issues presented in connection with appeals under this Article.

Section 8. Finisher Journeyman. Finisher Journeyman shall be dispatched as follows:

(a) The Contractor shall have the right to request the dispatch of either a Red Circled Finisher Journeyman or a Finisher journeyman or a Improver B, depending on the Contractor's needs.

(b) The order of preference established in Section 4, paragraph (b) of this Article may be modified in the event the Contractor specifies a need for a particular skill required on the job.

(c) The Union shall be required to read only the first five (5) names of applicants from the out-of-work list when requested to do so by telephone, and with all requests for applicants, the job address for same shall be given at that time.

Section 9. In the event the Union is unable to supply the required applicants within forty-eight (48) hour period, the Contractor shall be permitted to hire employees from any other source, provided this Paragraph shall not conflict with Article XVI of this Agreement. The Contractor shall notify the Union of all employees hired from other sources within forty-eight (48) hours of said hiring.

Section 10. The Employer shall have the right to declare the competency of the employee and hire or not hire accordingly. The Employer retains the right to reject any applicants referred by the Union for such reasons as intoxication, lack of sufficient tools, lack of adequate transportation, failure to communicate as necessary to perform the job safely and efficiently and failure to provide proof of eligibility to work in accordance with the Immigration Reform and Control Act.

Section 11. Any applicant who is denied employment by reason of the

application of this Article, shall have the right to appeal to the Joint Arbitration Board as set forth in this Agreement, which board shall have the authority to review and consider all of the issues presented through such appeal. The decision of the Joint Arbitration Board shall be final and binding on all issues presented in connection with appeals under this Article.

Section 12. New Hires. A new hire will be considered any employee who is hired after May 31, 1994 and who has worked fewer than 1,000 hours under this Agreement. The term "new hire" does not include any employee who discontinues work for one signatory employer and becomes employed by another signatory employer. For purposes of the "new hire" ratio set forth in Section 13 below, if the Union's Employment Office is unable to supply personnel requested by an Employer within forty-eight (48) hours and the Employer exercises its right to hire employees from other sources, such employees will not be considered new hires for purposes of the ratio for their first six (6) months of continued employment.

Section 13. New Hire Ratios. The maximum ratio of "new hire" hours shall not exceed 30 percent of the Employers total Local 18 work force hours.

Section 14. Exceptions for Small Employers. The ratio set forth in Section 13 does not apply to Employers who employ four (4) or less Local 18 members.

Section 15. Measurement of Ratios and Penalties. Each Employer's compliance with the foregoing Section 13 will be measured by the calendar month based on the hours reported to the Trust Funds for that month. Monthly reporting forms must be compiled by the Administrator of the Trust Funds and submitted to the Joint Delinquency Committee for review on a monthly basis. If the Employer exceeds the 30 percent ratio in Section 13, the Employer shall be obligated to pay to the Apprenticeship Trust Fund the difference between the new hire wage and the Red Circled Finisher and/or the Improver B wage for all the hours by which the Employer exceeds the ratio. No pyramiding of penalties will be allowed.

Section 16. Notwithstanding anything to the contrary in this Agreement, or in any other agreement between the parties hereto, there shall be an exception to the "first-in, first-out" basis for referrals to accommodate bona fide local resident hiring requirements and lawful affirmative action hiring requirements, imposed on contractors signatory of otherwise bound to this Agreement, mandated by governmental entities on building and

construction projects, provided that the Union is notified in writing of the terms of the hiring requirements upon the award of the contract for the project. In such instances, the exceptions to the "first-in, first-out" basis for referrals shall be only as broad as is necessary to accommodate the hiring ratios specified by the governmental entity, e.g., if the governmental entity requires that 25 percent of the workers hired for the project be local residents, the "first-in, first-out" basis for referrals shall still apply to the other 75 percent.

ARTICLE XV

Equipment

Section 1. Tile Layers.

(a) It shall not be a condition of employment for any Tile Layer to furnish any type of vehicle or carrier for his employer's use. If any Tile Layer agrees to furnish his vehicle for hauling his employer's material, the owner of said truck will not be required to haul more than what one Tile Layer can install in one day. These materials will be thin set mortar installations on prefloats or prepared surfaces. Reimbursements for use of truck shall be set at \$15.00 per day. The Tile Layer will be issued a signed and dated receipt from the employer for payment and compliance.

(b) The Contractor shall furnish the following equipment on the job: mortar box, tubs, wheelbarrows, and power tools (as needed). Such equipment shall be maintained in good order. Suitable cheese-cloth and/or sponges shall be supplied by the Contractor.

Section 2. Tile and Marble Finishers.

(a) The Contractor shall furnish the following equipment on the job: mortar box, tubs, wheelbarrows, and power tools (as needed). Such equipment shall be maintained in good order. Suitable cheese-cloth and/or sponges shall be supplied by the Contractor.

(b) Each Tile Finisher shall furnish the following equipment:

1/4" 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 "potato masher")
One Floor and Wall Groutmaster (such as or equal to brand sold by American
Olean)
One Hoe
One Shovel
Six 12-Quart Buckets
One Broom
Hammer

*These items shall be furnished when they are required on the day in question for the employee to perform the work assigned to him.

(c) No Contractor shall be required to pay a Tile Finisher show-up time Without the above equipment. The Contractor may dismiss said Tile Finisher and pay only time worked up to the time of discovery of the lack of any equipment specified in subparagraph (b) above.

(d) Any additional equipment required on any job will be furnished by the Contractor.

(e) Tile Finishers shall not be required to furnish any equipment which may be used while being employed on any furnan type, epoxy type, acid type or any other material as determined by the Joint Arbitration Board, or cleaning work or any work which they may perform under Article XIX, Section 4 (a), and Contractors shall furnish protective hand cream Kerodex 71 or similar product to Tile Finishers performing said work.

(f) Any Tile or Marble installation requiring more than one day's labor and which is above two (2) stories of the natural grade of a job site may have a hoist or mechanical lift provided by the Tile or Marble Contractor or others, to transport up all materials which are to be used on the job.

(g) Employees shall provide footwear in compliance with Section 1517 of California Code of Regulations.

ARTICLE XVI

Apprentices

Section 1. In order to maintain and ensure an adequate number of qualified Tile Layers and Tile or Marble Finishers for employment in the industry, the parties have agreed to set up, organize and maintain, consistent with the provisions of the Apprentice Labor Standards Act of the State of California, a training program for apprentices and

other persons employed or employable under this Agreement, and for this purpose shall institute a Joint Apprenticeship Trust Fund for Tile Layer Apprentices and a Joint Apprenticeship and Educational Trust Fund for Tile and Marble Finisher Apprentices. An apprenticeship training committee shall be set up for each trust, and each will be governed by the terms of this Article, except as otherwise stated, the committee which will oversee the Tile Layer Apprenticeship Program shall be called the Joint Apprenticeship Committee (J.A.C.), and the committee which will oversee the Tile and Marble Finisher Apprenticeship Program shall be called the Joint Apprentice and Educational Committee (J.A.E.C.).

Section 2.

(a) Each Committee shall consist of eight (8) members: four (4) of whom shall be Associated Tile Contractors of Southern California contractors or their representative and four (4) of whom shall be journeyman members or their representatives of the Union. Two alternates shall be appointed to each Committee, one by the ATC and one by the Union. In addition, there shall be one advisor from the Local School District, and one apprenticeship consultant representing the State Division of Apprenticeship Standards or the Bureau of Apprenticeship and Training, U.S. Dept. of Labor on each Committee and such other advisors as each Committee shall determine.

(b) Each Committee shall be responsible for the administration and supervision of the Standards which among other things, includes a progressive schedule of wages; on-the-job training, periodic examination, ratio, classroom instruction and adjustment of complaints.

(c) Each Committee may seek assistance from other parties signatory to This Agreement, or any other agency interested in furtherance of apprenticeship training.

Section 3. The Contractor shall use its best efforts to keep apprentice (s) employed and will not dispense with the apprentice (s) services for reasons other than lack of work until the Contractor presents his case before the applicable Committee at a meeting arranged for this purpose.

Section 4. It is agreed that every active Contractor working under the terms of this Agreement, shall pay the applicable apprentice Trust Fund the required cents per hour for each hour worked by all workmen covered by this Agreement as provided in the attached Wage and Benefit Addendum.

Section 5. Apprentices shall be paid not more than nor less than the appropriate wage for such apprentice's classification as set forth in the Wage and Benefit Addendum.

Should the J.A.C. or the J.A.E.C. Board of Trustees find any party who pays or receives hourly amounts, in any form that exceed or are less than those amounts assigned and stipulated for a given apprenticeship period to any apprentice as set forth in Section 5 of this Article, such party shall be assessed damages of two (2) times the amount paid or received or such amounts that may be assessed. After a proper notice and date hearing, as set by the J.A.C. Board of Trustees, the party or parties found to be in violation of Section 5 or any part thereof shall make any assessed amounts payable to the J.A.C. by certified check. The J.A.C. Board of Trustees shall further have the authority to alter or change this subsection in its application as they deem necessary.

(a) Tile Layer apprentices indentured after 6/1/82 in any of the periods 3 through 8 are to be listed as A-11's on the billing to the Tile Insurance Trust Fund. Tile Layer apprentices entering the program after June 1, 1990, from periods 1 through 2 shall be classified as A-18 with no pension paid on their behalf until reaching A-11 (3rd period). A JOURNEYMAN FINISHER enters the Tile Layer Apprenticeship Program at the 3rd period (S-3), with a pay rate equal to that held as a finisher and remains at that rate until he/she reaches parity with the apprentices at the current rate (after June 1, 2007).

Section 6. All apprentices shall enter into a written agreement with the applicable Committee which agreement shall be registered with the State of California, Division of Apprenticeship Standards. All new tile layer apprentices shall serve a probationary period of one thousand (1000) hours of work in the trade, pursuant to the terms of this Agreement. All new Tile or Marble Finisher apprentices shall serve a probationary period of one thousand (1000) hours of work. Failure on the part of an apprentice to satisfactorily complete the apprentice's obligations during such probationary period shall result in automatic cancellation of such application and agreement.

Section 7.

(a) The J.A.C. shall in cooperation with the Local Board of Education determine the establishment and scheduling or related and supplemental instruction classes.

(b) The parties to this Agreement agree that all apprentices shall attend supplemental related classes, as assigned by each Committee.

(c) Each Committee shall have the authority to exercise disciplinary action of lay-off from the job for failure to meet minimum requirements in accordance with the terms of the applicable Apprenticeship Standards and addendum thereto.

(d) Apprentices shall be allowed sufficient time off from employment in order to attend related and supplemental training classes.

(e) No apprentice shall be permitted to act as a foreman without approval of the J.A.C. No apprentice with less than one (1) year experience at the trade shall perform any job without proper supervision.

Section 8. Any violation of the applicable Apprenticeship Standards by either the Contractor or apprentice shall constitute a violation of this Agreement.

Section 9. A qualified Contractor may employ one Apprentice when he has at least one Journeyman regularly employed, and one additional Apprentice for each additional Journeyman. The reference to Journeyman shall be those employees who have completed training under these Standards and/or those employees as set forth under the terms and conditions of the current Collective Bargaining Agreement in its entirety which are part of these Standards.

Section 10. All 8th period Tile Layer Apprentices will be evaluated by the Joint Apprenticeship Committee as to their qualifications prior to being advanced to Journeyman status through an on-the-job project evaluation for productivity and quality and shall include a written test established and administered by the Joint Apprenticeship Committee. Failure of the apprentice to satisfactorily complete this evaluation and testing procedure will continue their status as an apprentice until such evaluation and test is completed in a satisfactory manner.

ARTICLE XVII

Journeyman Training

Section 1. Journeyman Tile and Marble Finishers can be required by the J.A.E.C., each year when notified as a condition of employment in that capacity of any signatory contractor hereto, and shall complete not less than ten (10) hours of instruction and/or such other courses at the standard levels set by the J.A.E.C.

ARTICLE XVIII

San Bernardino And Riverside Tile Finisher Work

This Article pertains to Signatory Contractors in San Bernardino and Riverside Counties only.

Section 1. The City of Barstow, California shall be considered past the eighty (90) mile radius.

Section 2. Tile Finishers furnishing their own truck to haul Contractor's materials shall receive an additional \$15.00 per day. The furnishing of a truck shall not be a condition of employment.

ARTICLE XIX

Marble Finishers

Section 1. It shall not be a violation of this Agreement or cause for dismissal for any employee to refuse to install or work on any Marble materials that are not fabricated under the working conditions equal to those in effect in shops under contract to the I.U.B.A.C. Fabricating does not include gang sawing or wire sawing.

Section 2. Each Contractor signatory hereto shall advise the Union of the starting of all jobs and their location when requested to do so.

Section 3. All Marble Finishers shall clear through the Local Union's office or its representative before being employed by any Marble Contractor or Mason Contractor.

Section 4. The Marble Contractor shall furnish all equipment necessary to the Marble Finisher for completion of the job.

(a) The Contractor shall furnish rubber boots and gloves to Floor Grinders, Section 2 (e) of Article XV shall be applicable.

(b) Subsistence and travel expenses to be the same as the Marble Mason's Contract currently in effect.

(c) All Marble Finishers shall have and enjoy those working conditions contained in Article VI and jurisdictional assignments as contained in Article III and as referred to in Article II.

Section 5. Mason Contractors Exchange of So. Calif., Inc. members may not contribute to the Tile Finishers Apprenticeship Fund unless signatory to this Agreement and are performing work as contained under Article III of this Agreement.

ARTICLE XX

Contract Administration Fund

Effective June 1, 2007, each Employer who is a member of the Association, and individual employer signatory to this Agreement, or an individual employer signatory to a letter of assent to be bound by this Agreement shall pay the Contract Administration Fund the amount indicated in the Wage & Benefit Addendum for each hour worked by each of its employees upon work covered by this Agreement, or for which such employees are entitled to be paid, whether worked or not; provided that payments to the Contract Administration Fund made pursuant to this Article shall be used to cover costs of negotiating and administering the Agreement; and provided further that no contractor shall be required under this agreement to pay the Contract Administration Fund for any hour(s) worked by its employee(s) upon work covered by this Agreement (of for which its employee(s) otherwise is/are entitled to be paid) over 100,000 hours per year for each year of this agreement (the year being the period June 1 thru May 31). The Association

may unilaterally increase, decrease or eliminate contributions to the Contract Administration Fund upon notice to the Union and the Trust Fund Administrator.

ARTICLE XXI

Wage Rate

Section 1. Tile and Marble Finishers. Tile and Marble Finishers hourly wage rates shall be set forth in the Wage and Benefit Addendum attached hereto.

(a) Tile Finishers working on any grouts other than Portland or common based cements and/or Steam Cleaning shall be paid forty-five cents (\$ 0.45) per hour additional to the Finisher regular hourly wage scale. If any dispute arises with new products, etc., a decision shall be made by the Joint Arbitration Board as to their toxic qualities.

(b) All Tile and Marble Finishers shall receive twenty five cents (\$0.25) per hour in addition to their hourly wage rate while performing any work on temporary platforms, stagings and/or scaffolds which are more than five stories above the natural grade of the job site.

(c) A card is to be sent with each worker when dispatched stating worker's status and rate of pay per hour.

(d) Tile and Marble Finishers when dispatched from the Unions hiring hall and each day thereafter when in the employment of a Contractor signatory to this Agreement, may be required at the discretion of the Employer to report to the Employer's establishment for work assignment.

Section 2. Tile Layers. The Tile Layers hourly wage rate shall be as set forth in the Wage and Benefit Addendum attached hereto.

(a) Whenever a Tile Layer works on a scaffold over the fifth (5th) floor, the Tile Layer shall receive twenty-five cents (\$0.25) per hour more than the negotiated hourly wage rate.

(b) Each foreman shall be a journeyman tile layer and shall be responsible for the installation of work under his supervision as to quality of workmanship. Whenever between ten (10) and nineteen (19), inclusive, Tile Layers and/or Finishers are employed on any one (1) job, one shall be selected by the employer as foreman, and shall receive an additional \$15.00 per day. Whenever twenty (20) or more Tile Layers and/or Finishers are employed on any one (1) job, one shall be selected by the employer as foreman, and shall receive an additional \$20.00 per

day. Any one tract of homes shall be defined as a single job.

(c) Any employee covered by this Agreement determined to be incompetent by three Contractors and the Joint Arbitration Board in a period of one year shall be referred to the Joint Arbitration Board for such action as may be deemed appropriate by the Joint Arbitration Board which may include termination of industry employment if the Board determines after a hearing that the employee is unable or unwilling to provide a good day's work for a good day's pay.

ARTICLE XXII

Amendments to Agreement

It is hereby agreed by and between the parties signatory to this Agreement that any amendments, changes or modifications of this Agreement by the Joint Arbitration Board shall be binding on all signatory parties to this Agreement.

ARTICLE XXIII

Terms and Termination

Section 1. The term of this Agreement shall be from June 1, 2007 through May 31, 2010. Upon its termination date, this Agreement shall automatically extend and continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless timely notice is given as specified in this Section. Such notice can be provided either by the Union, by the ATC, or by an individual Contractor. Either the Union or the ATC can provide notice by sending written notice to the other of its intent to renegotiate this Agreement, not less than sixty (60) days nor more than ninety (90) days prior to the termination date or, if the Agreement has automatically extended, any anniversary thereof. Any individual Contractor bound to this Agreement (regardless of whether or not it is a member of the ATC) can provide notice on its own behalf by sending written notice to both the Union and the ATC that it wishes to renegotiate this Agreement (or to terminate this Agreement without negotiating a successor agreement, if it has the right to do so), that it does not wish to be represented in collective bargaining negotiations by the ATC, and that it wishes to represent itself in negotiations for a successor Agreement (unless it intends to terminate the Agreement, if it has a right to do so). To be timely, such notice by an individual Contractor must be sent not less than sixty (60) days nor more than ninety (90) days prior to the termination date of this Agreement or, if this Agreement has automatically extended, any anniversary thereof. If neither the Union nor the ATC

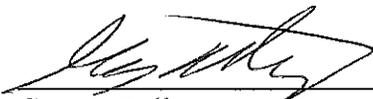
provides timely notice under this provision, this Agreement shall automatically extend pursuant to this Section as to the ATC and each individual Contractor that has not timely provided its own notice under this Section, and each such individual Contractor that has not timely provided its own notice shall be fully bound to that extended Agreement, regardless of whether or not it is a member of the ATC.

Section 2. If either the Union or the ATC sends notice to the other in the manner specified in Section 1 of this Article, above, each individual Contractor (regardless of whether or not it is a member of the ATC) shall be fully bound to any successor agreement negotiated between the Union and the ATC (and/or to any modifications, changes, amendments, supplements, extensions or renewals to this Agreement negotiated between the Union and the ATC), unless, not less than sixty (60) days nor more than ninety (90) days prior to the termination date, it sends written notice to both the ATC and the Union that it does not wish to be represented in collective bargaining negotiations by the ATC, and that it wishes to represent itself in negotiations for a successor Agreement (or that it wishes to terminate this Agreement without negotiating a successor agreement, if it has the right to do so).

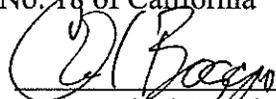
Section 3. This Article shall be strictly construed and enforced in favor of fully binding all individual Contractors (regardless of whether or not they are ATC members) to any successor agreement negotiated between the Union and the ATC, to any modifications, changes, amendments, supplements, extensions or renewals to this Agreement negotiated between the Union and the ATC, and/or to any automatic extensions of this Agreement occurring under Section 1 of this Article. To that end, notice by individual Contractors to the ATC shall not be deemed to constitute notice to the Union, notice by individual Contractors to the Union shall not be deemed to constitute notice to the ATC, and the requirements set forth in this Article regarding the content of the notice shall be strictly construed and applied.

IN WITNESS THEREOF, we the undersigned have set our hands and attached the official seals of our respective organizations this 30 day of May, 2007.

Associated Tile Contractors
of Southern California


George Ballantyne

International Union of Bricklayers
and Allied Craftworkers
Local No. 18 of California


Chad Boggio

WAGE AND BENEFIT ADDENDUM AGREEMENT

1. "H&W"; "DENTAL/DISAB"; "LOCAL PEN"; "IU"; "APP"; "L/M"; "COMP"; "SBT"; "CONTRACT ADMIN"; and "VAC" respectively mean the Tile Insurance Trust Fund; Tile Industry Disability and Dental Trust Fund; Tile Industry Retirement Savings Trust Fund; Brick Layers and Trowel Trades International Pension Fund; Joint Apprenticeship Trust Fund Tile Laying Industry; Labor Management Trust; International Masonry Institute; Compliance Trust Fund; Tile Employers Contract Administration Fund; and the Tile Layers Vacation Trust Fund and the Tile Finishers Vacation Trust Fund. Contributions to each will be in accordance with the amounts set forth in this Wage and Benefit Addendum.
2. If I.M.I. fails to renew the current lease from Joint Apprenticeship Trust Fund at current rate; then the A.T.C. reserves the option to cease making contributions now being made to I.M.I. and said contribution shall be redirected to the appropriate Local 18 apprenticeship funds.
3. "Improver B", within each shop, shall have the first right over Finisher Journeyman to convert to Apprentice Setter status.
4. No contribution will be made to or any credits earned under the Finishers Retirement Savings Trust Fund for Finishers working at skill levels F-1 & F-2. There will be no contributions and no coverage for Dental/Disab for workman at skill levels F-1.
5. "Improver B" and/or "Red Circle Marble Finisher" as used in this Wage and Benefit Addendum shall be defined to mean all workmen who were classified as a Journeyman Finisher prior to May 31, 1994. All newly hired Tile Finishers entering the trade after June 1, 1994 will start at, and progress in accordance with, the progression system and wage rates set forth in this Wage and Benefit Addendum (e.g., skill Levels F-1 through Journeyman Layer). Workers with the Improver B classification who wish to become Journey Layers through the apprentice program will be classified Apprentice Layers at skill level S-3 for all purposes including the payment of benefits but will continue to earn the Improver B or Red-Circle rate that was in effect on the date they entered the apprenticeship program, until they reach a period of apprenticeship having a higher rate of pay, at which time they will earn the higher rate.
6. All Journeyman Marble Finishers that have 10,000 Marble hours reported to the TITF are eligible to take a test that will be developed and administered at the end of each school semester, by the JAEC. Upon satisfactorily passing the test they will re-classified as Red-Circle Marble Finishers and no longer considered "new hires", as described in Article XIV, Section 12.
7. All Tile Finishers with 20,000 hours after June 1, 1994 will be reclassified as "Improver B" and earn wages and benefits commensurate with that classification and no longer be considered, "new hires", as described in Article XIV, Section 12.
6. Any Tile Layer who attained the classification of Journeyman AA on or before May 31, 1994 will continue to receive five percent (5%) above the Journeyman Layer rate during the term of this Agreement.
7. By no later than July 30, 2007, the Union agrees to submit whatever documentation is necessary to cause the Department of Labor, Director of Industrial Research and any other applicable State and Federal agencies to change the wage and benefit specifications applicable to government and/or prevailing wage jobs to reflect the wage and benefits set forth in this Wage and Benefit Addendum. Copies of all written correspondence and documentation provided by the Union to such agencies to comply with this paragraph will be sent simultaneously to the President of the ATC.

Tile, Marble Terrazzo
Local #18, California
Wage Benefit Addendum

June 1, 2007 through May 31, 2008

CLASS	Skill Level	WAGE	H&W	DENTAL/ DIS	LOCAL PEN	IU PEN	APPR	L/M	IMI	COMP	CAF	TOTAL	Less Dues	Report As
App Fin	F1	\$ 11.69	\$ 1.76	\$ -	\$ -	\$ -	\$0.20	\$ -	\$ -	\$ -	\$ 0.05	\$13.70	\$ 0.68	B-24/44
App Fin	F2	\$ 14.27	\$3.91	\$0.01	\$ -	\$ -	\$0.20	\$ -	\$ -	\$ -	\$ 0.05	\$18.44	\$ 0.68	B-23/43
App Fin	F3	\$ 16.85	\$ 5.34	\$0.01	\$1.05	\$ -	\$0.20	\$ -	\$ -	\$ -	\$ 0.05	\$23.50	\$ 0.68	B-22/42
App Fin	F4	\$ 19.03	\$ 5.34	\$0.01	\$1.05	\$ -	\$0.20	\$ -	\$ -	\$ -	\$ 0.05	\$25.68	\$ 0.68	B-21/41
Journey Finisher	F5	\$ 19.82	\$ 5.34	\$0.61	\$1.35	\$ -	\$0.21	\$ 0.01	\$ 0.10	\$ 0.08	\$ 0.05	\$27.57	\$ 0.68	B-20/40
App Layer	S1	\$ 13.75	\$ 5.71	\$0.90	\$ -	\$ -	\$0.21	\$ -	\$ 0.25	\$ 0.10	\$ 0.05	\$20.97	\$ 1.04	A-12
App Layer	S2	\$ 15.58	\$ 5.71	\$0.90	\$ -	\$ -	\$0.21	\$ -	\$ 0.25	\$ 0.10	\$ 0.05	\$22.80	\$ 1.04	A-12
App Layer	S3	\$ 17.72	\$ 5.71	\$0.90	\$3.50	\$1.30	\$0.21	\$ -	\$ 0.25	\$ 0.10	\$ 0.05	\$29.74	\$ 1.04	A-11
App Layer	S4	\$ 19.55	\$ 5.71	\$0.90	\$3.50	\$1.30	\$0.21	\$ -	\$ 0.25	\$ 0.10	\$ 0.05	\$31.57	\$ 1.04	A-11
App Layer	S5	\$ 21.39	\$ 5.71	\$0.90	\$3.50	\$1.30	\$0.21	\$ -	\$ 0.25	\$ 0.10	\$ 0.05	\$33.41	\$ 1.04	A-11
App Layer	S6	\$ 23.22	\$ 5.71	\$0.90	\$3.50	\$1.30	\$0.21	\$ -	\$ 0.25	\$ 0.10	\$ 0.05	\$35.24	\$ 1.04	A-11
App Layer	S7	\$ 26.88	\$ 5.71	\$0.90	\$3.50	\$1.30	\$0.21	\$ -	\$ 0.25	\$ 0.10	\$ 0.05	\$38.90	\$ 1.04	A-11
App Layer	S8	\$ 28.72	\$ 5.71	\$0.90	\$3.50	\$1.30	\$0.21	\$ -	\$ 0.25	\$ 0.10	\$ 0.05	\$40.74	\$ 1.04	A-11
Journey Layer	S9	\$ 30.55	\$ 5.71	\$0.90	\$3.50	\$1.30	\$0.21	\$ -	\$ 0.25	\$ 0.10	\$ 0.05	\$42.57	\$ 1.04	A-10
Improver B	I2	\$ 22.77	\$ 5.35	\$0.25	\$2.10	\$ -	\$0.21	\$ 0.01	\$ 0.10	\$ 0.08	\$ 0.05	\$30.92	\$ 0.77	B-10
Improver A	I1	\$ 25.97	\$ 3.70	\$0.90	\$2.65	\$1.30	\$0.21	\$ -	\$ 0.25	\$ 0.10	\$ 0.05	\$35.13	\$ 1.04	A-10
Red Cir Marble Fn		\$ 24.02	\$ 5.35	\$0.61	\$2.24	\$ -	\$0.21	\$ 0.01	\$ 0.10	\$ 0.08	\$ 0.05	\$32.67	\$ 0.81	B-30

Tile Marble Finishers: L.A., Orange, Ventura, San Bernardino, Riverside, Kern, San Diego, Santa Barbara, San Luis Obispo and Imperial Counties
Tile Layers: L.A., Orange, Ventura, San Bernardino, Riverside, San Diego and Imperial Counties

Tile, Marble Terrazzo
Local #18, California
Wage Benefit Addendum

June 1, 2008 through May 31, 2009

CLASS	Skill Level	WAGE	H&W	DENTAL/ DIS	LOCAL PEN	IU PEN	APPR	L/M	IMI	COMP	CAF	TOTAL	Less Dues	Report As
App Fin	F1	\$ 12.43	\$ 2.01	\$ -	\$ -	\$ -	\$0.22	\$ -	\$ -	\$ -	\$ 0.05	\$14.71	\$ 0.71	B-24/44
App Fin	F2	\$ 15.17	\$4.14	\$0.01	\$ -	\$ -	\$0.22	\$ -	\$ -	\$ -	\$ 0.05	\$19.59	\$ 0.71	B-23/43
App Fin	F3	\$ 17.91	\$ 5.59	\$0.01	\$1.15	\$ -	\$0.22	\$ -	\$ -	\$ -	\$ 0.05	\$24.93	\$ 0.71	B-22/42
App Fin	F4	\$ 20.23	\$ 5.59	\$0.01	\$1.15	\$ -	\$0.22	\$ -	\$ -	\$ -	\$ 0.05	\$27.25	\$ 0.71	B-21/41
Journey Finisher	F5	\$ 21.07	\$ 5.59	\$0.61	\$1.45	\$ -	\$0.23	\$ 0.03	\$ 0.12	\$ 0.12	\$ 0.05	\$29.27	\$ 0.71	B-20/40
App Layer	S1	\$ 14.42	\$ 5.96	\$0.90	\$ -	\$ -	\$0.23	\$ 0.02	\$ 0.27	\$ 0.14	\$ 0.05	\$21.99	\$ 1.09	A-12
App Layer	S2	\$ 16.35	\$ 5.96	\$0.90	\$ -	\$ -	\$0.23	\$ 0.02	\$ 0.27	\$ 0.14	\$ 0.05	\$23.92	\$ 1.09	A-12
App Layer	S3	\$ 18.59	\$ 5.96	\$0.90	\$3.60	\$1.30	\$0.23	\$ 0.02	\$ 0.27	\$ 0.14	\$ 0.05	\$31.06	\$ 1.09	A-11
App Layer	S4	\$ 20.51	\$ 5.96	\$0.90	\$3.60	\$1.30	\$0.23	\$ 0.02	\$ 0.27	\$ 0.14	\$ 0.05	\$32.98	\$ 1.09	A-11
App Layer	S5	\$ 22.44	\$ 5.96	\$0.90	\$3.60	\$1.30	\$0.23	\$ 0.02	\$ 0.27	\$ 0.14	\$ 0.05	\$34.91	\$ 1.09	A-11
App Layer	S6	\$ 24.36	\$ 5.96	\$0.90	\$3.60	\$1.30	\$0.23	\$ 0.02	\$ 0.27	\$ 0.14	\$ 0.05	\$36.83	\$ 1.09	A-11
App Layer	S7	\$ 28.20	\$ 5.96	\$0.90	\$3.60	\$1.30	\$0.23	\$ 0.02	\$ 0.27	\$ 0.14	\$ 0.05	\$40.67	\$ 1.09	A-11
App Layer	S8	\$ 30.13	\$ 5.96	\$0.90	\$3.60	\$1.30	\$0.23	\$ 0.02	\$ 0.27	\$ 0.14	\$ 0.05	\$42.60	\$ 1.09	A-11
Journey Layer	S9	\$ 32.05	\$ 5.96	\$0.90	\$3.60	\$1.30	\$0.23	\$ 0.02	\$ 0.27	\$ 0.14	\$ 0.05	\$44.52	\$ 1.09	A-10
Improver B	I2	\$ 24.02	\$ 5.60	\$0.25	\$2.10	\$ -	\$0.21	\$ 0.01	\$ 0.10	\$ 0.08	\$ 0.05	\$32.42	\$ 0.80	B-10
Improver A	I1	\$ 27.24	\$ 5.96	\$0.90	\$3.60	\$1.30	\$0.23	\$ 0.02	\$ 0.27	\$ 0.14	\$ 0.05	\$39.71	\$ 1.09	A-10
Red Cir Marble Fn		\$ 25.52	\$ 5.86	\$0.75	\$2.24	\$ -	\$0.23	\$ 0.03	\$ 0.12	\$ 0.12	\$ 0.05	\$34.92	\$ 0.86	B-30

Tile Marble Finishers: L.A., Orange, Ventura, San Bernardino, Riverside, Kern, San Diego, Santa Barbara, San Luis Obispo and Imperial Counties
Tile Layers: L.A., Orange, Ventura, San Bernardino, Riverside, San Diego and Imperial Counties

Tile, Marble Terrazzo
Local #18, California
Wage Benefit Addendum

June 1, 2009 through May 31, 2010

CLASS	Skill Level	WAGE	H&W	DENTAL/ DIS	LOCAL PEN	IU PEN	APPR	L/M	IMI	COMP	CAF	TOTAL	Less Dues	Report As
App Fin	F1	\$ 13.20	\$ 2.26	\$ -	\$ -	\$ -	\$ 0.24	\$ -	\$ -	\$ -	\$ 0.05	\$ 15.75	\$ 0.76	B-24/44
App Fin	F2	\$ 16.11	\$ 4.39	\$ 0.01	\$ -	\$ -	\$ 0.24	\$ -	\$ -	\$ -	\$ 0.05	\$ 20.80	\$ 0.76	B-23/43
App Fin	F3	\$ 19.01	\$ 5.59	\$ 0.01	\$ 1.30	\$ -	\$ 0.24	\$ -	\$ -	\$ -	\$ 0.05	\$ 26.20	\$ 0.76	B-22/42
App Fin	F4	\$ 21.48	\$ 5.59	\$ 0.01	\$ 1.30	\$ -	\$ 0.24	\$ -	\$ -	\$ -	\$ 0.05	\$ 28.67	\$ 0.76	B-21/41
Journey Finisher	F5	\$ 22.37	\$ 5.84	\$ 0.61	\$ 1.60	\$ -	\$ 0.25	\$ 0.04	\$ 0.13	\$ 0.13	\$ 0.05	\$ 31.02	\$ 0.76	B-20/40
App Layer	S1	\$ 15.10	\$ 6.21	\$ 0.90	\$ -	\$ -	\$ 0.25	\$ 0.04	\$ 0.29	\$ 0.13	\$ 0.05	\$ 22.97	\$ 1.14	A-12
App Layer	S2	\$ 17.11	\$ 6.21	\$ 0.90	\$ -	\$ -	\$ 0.25	\$ 0.04	\$ 0.29	\$ 0.13	\$ 0.05	\$ 24.98	\$ 1.14	A-12
App Layer	S3	\$ 19.46	\$ 6.21	\$ 0.90	\$ 4.00	\$ 1.30	\$ 0.25	\$ 0.04	\$ 0.29	\$ 0.13	\$ 0.05	\$ 32.63	\$ 1.14	A-11
App Layer	S4	\$ 21.47	\$ 6.21	\$ 0.90	\$ 4.00	\$ 1.30	\$ 0.25	\$ 0.04	\$ 0.29	\$ 0.13	\$ 0.05	\$ 34.64	\$ 1.14	A-11
App Layer	S5	\$ 23.49	\$ 6.21	\$ 0.90	\$ 4.00	\$ 1.30	\$ 0.25	\$ 0.04	\$ 0.29	\$ 0.13	\$ 0.05	\$ 36.66	\$ 1.14	A-11
App Layer	S6	\$ 25.50	\$ 6.21	\$ 0.90	\$ 4.00	\$ 1.30	\$ 0.25	\$ 0.04	\$ 0.29	\$ 0.13	\$ 0.05	\$ 38.67	\$ 1.14	A-11
App Layer	S7	\$ 29.52	\$ 6.21	\$ 0.90	\$ 4.00	\$ 1.30	\$ 0.25	\$ 0.04	\$ 0.29	\$ 0.13	\$ 0.05	\$ 42.69	\$ 1.14	A-11
App Layer	S8	\$ 31.54	\$ 6.21	\$ 0.90	\$ 4.00	\$ 1.30	\$ 0.25	\$ 0.04	\$ 0.29	\$ 0.13	\$ 0.05	\$ 44.71	\$ 1.14	A-11
Journey Layer	S9	\$ 33.55	\$ 6.21	\$ 0.90	\$ 4.00	\$ 1.30	\$ 0.25	\$ 0.04	\$ 0.29	\$ 0.13	\$ 0.05	\$ 46.72	\$ 1.14	A-10
Improver B	I2	\$ 25.27	\$ 5.85	\$ 0.25	\$ 2.27	\$ -	\$ 0.23	\$ 0.04	\$ 0.12	\$ 0.10	\$ 0.05	\$ 34.18	\$ 0.85	B-10
Improver A	I1	\$ 28.52	\$ 6.21	\$ 0.90	\$ 4.00	\$ 1.30	\$ 0.25	\$ 0.04	\$ 0.29	\$ 0.13	\$ 0.05	\$ 41.69	\$ 1.14	A-10
Red Cir Marble Fn		\$ 27.04	\$ 6.11	\$ 0.90	\$ 2.51	\$ -	\$ 0.25	\$ 0.04	\$ 0.14	\$ 0.13	\$ 0.05	\$ 37.17	\$ 0.91	B-30

Tile Marble Finishers: L.A., Orange, Ventura, San Bernardino, Riverside, Kern, San Diego, Santa Barbara, San Luis Obispo and Imperial Counties
Tile Layers: L.A., Orange, Ventura, San Bernardino, Riverside, San Bernardino, Riverside, San Diego and Imperial Counties

MEMORANDUM AGREEMENT FOR INDIVIDUAL CONTRACTOR

IT IS HEREBY AGREED between the undersigned individual Contractor and Tile, Marble and Terrazzo Local No. 18 California of the International Union of Bricklayers and Allied Craftworkers ("Union"), in consideration of services performed and to be performed by tile employees for the Contractor, as follows:

1. The individual Contractor agrees to become fully bound to, and to comply fully with all of the terms (including but not limited to wages, hours, and working conditions) set forth in, the "Tile Layer, Tile Finisher & Marble Finisher Agreement" between the Union and the Associated Tile Contractors of Southern California ("ATC"), effective June 1, 2007 through May 31, 2010, as well as any future modifications, changes, amendments, supplements, extensions and/or renewals thereof that may be negotiated between the parties thereto, and to the interpretation and enforcement thereof.
2. The term "CBA" as used in this Memorandum Agreement shall be understood to refer to the existing "Tile Layer, Tile Finisher & Marble Finisher Agreement" between the Union and the ATC, effective June 1, 2007 through May 31, 2010, as well as any subsequent modifications, changes, amendments, supplements, extensions or renewals of or to said designated CBA. The CBA is incorporated herein by reference. The individual Contractor hereby expressly acknowledges that a copy of the CBA has been delivered to, and received by, it.
4. The individual Contractor agrees that it does irrevocably designate and appoint the employer members of all Trust Funds and Plans mentioned in the CBA as its attorneys in fact for the selection, removal and substitution of Trustees or Board members as provided in the Trust Agreements or Plans as may be hereinafter provided by or pursuant to said Trust Agreements or Plans.
5. The individual Contractor specifically waives any right that it may have to terminate, abrogate, repudiate or cancel this Memorandum Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to the CBA, or to file any petition

before the National Labor Relations Board seeking to accomplish such termination, abrogation, repudiation or cancellation, or to file any petition before the National Labor Relations Board seeking clarification or redefinition of the bargaining unit covered by this Memorandum Agreement or by the CBA.

6. This Memorandum Agreement shall remain in full force and effect for the period of the term of the existing CBA and for the terms of any successor agreements thereto, or any renewal or extension thereof, negotiated between the Union and the ATC, and any automatic extensions of the CBA. To that end, the individual Contractor hereby authorizes the ATC to represent it in collective bargaining throughout the term of the existing CBA and of any successor agreements thereto, and in negotiations for any successor agreements thereto or any renewals or extensions thereof. The sole exceptions to this provision shall be as follows. (1) The Union can send written notice to the individual Contractor of its intent to change or cancel this Memorandum Agreement at least sixty (60), but not earlier than ninety (90) days prior to the termination date of the CBA or any successor agreement thereto or renewals or extensions thereof. (2) The individual Contractor can give written notice to both the Union and the ATC that it wishes to renegotiate the CBA (or to terminate the CBA without negotiating a successor agreement, if it has the right to do so), that it does not wish to be represented in collective bargaining negotiations by the ATC, and that it wishes to represent itself in negotiations for a successor CBA (unless it intends to terminate the CBA, if it has a right to do so). To be timely, such notice by an individual Contractor must be sent not less than sixty (60) days nor more than ninety (90) days prior to the termination date of the CBA, or any successor agreements thereto or renewals or extensions thereof, or, if the CBA has automatically extended, any anniversary of its termination date. For the purpose of providing notice of intent to renegotiate the CBA, or of any successor agreements thereto or renewals or extensions thereof, all notices given by the Union to the ATC shall constitute sufficient notice by the Union to the individual Contractor. In all other regards, this Section shall be strictly construed and enforced in favor of fully binding the individual Contractor to any successor CBA negotiated between the Union and the ATC, to any modifications, changes, amendments, supplements, extensions or renewals to the CBA negotiated between the Union and the ATC, and/or to any

automatic extensions of the CBA. To that end, notice by the individual Contractor to the ATC shall not be deemed to constitute notice to the Union, notice by the individual Contractor to the Union shall not be deemed to constitute notice to the ATC, and the requirements set forth herein regarding the content of the notice shall be strictly construed and applied.

7. The undersigned persons represent and warrant that they have full and sufficient authority to bind their respective principals and/or entities to this Memorandum Agreement, and all of its terms and conditions, and that their signatures below signify their intent to do so.

Company Name _____

Print Name _____

Signature _____

Title _____

Date _____

Street Address _____

City, State and ZIP _____

Telephone _____

Facsimile _____

Contractors License No. _____

Tile, Marble and Terrazzo Local No. 18 California
9730 East Garvey Avenue, Suite 200
South El Monte, California 91733
Telephone: (626) 329-0369
Facsimile: (626) 329-0374

Print Name _____

Signature _____

Title _____ Date _____

SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

I. Purpose and Goals

The Employer and the Union recognize that drug and alcohol abuse is a problem that affects many employees. The Employer and the Union also realize that in the construction industry, an employee who is under the influence of drugs and/or alcohol while at the workplace is a danger not only to himself or herself but also to his or her fellow employees.

The Employer and the Union further recognize that such substance abuse is a treatable illness, and the preferable and proper response to this illness is education, treatment and rehabilitation, rather than punishment.

In order to make the workplace a better and safer place of employment by eliminating the danger that such employees create by being under the influence of drugs and/or alcohol at the workplace, and to combat the lower productivity levels of such employees compared to those that are not under the influence of drugs and/or alcohol, the Employer and the Union establish the following substance abuse policy to establish a drug-free workplace and mechanisms for the rehabilitation of employees who engage in substance and/or alcohol abuse.

II. Policy

- A. The Employer prohibits the use, possession or distribution on its premises or work sites of alcohol or illegal drugs. Employees must not report to work or be on Employer premises at any time under the influence of alcohol or any illegal drugs. Legally prescribed drugs are permitted on employer premises or work sites provided the drugs are prescribed by a medical practitioner for the current use of the person in possession of the drug.

"Illegal drugs" shall include controlled substances, look-alike drugs and designed drugs. The "Employer premises" includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer. "Employees" includes individuals who perform work for the Employer, including, but not limited to, management, supervision, engineering, craftworkers and clerical employees.

- B. At the discretion of the Employer, any employees found illegally in possession, offering for sale, purchasing or distributing any illegal drug on the jobsite or Employer premises may be reported to the civil authorities.
- C. Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five (5) days of such conviction.

- D. To the extent additional alcohol or other drug testing is mandated by law, any such testing shall be performed in strict accordance with the procedures provided for herein.
- E. Where an owner or contracting agent requires alcohol or drug testing of employees other than as is provided for in this policy, the Employer shall use its best efforts to apply this policy. Should the Employer's best efforts be unsuccessful, and an owner or contracting agent insists on implementation of its own policy, the Employer may implement the owner or contracting agent policy to the extent necessary to obtain the work.
- F. Confidentiality is of utmost concern under this Program. Employees' private information, including substance abuse information, must be maintained in separate records and otherwise maintained in such a way as to ensure confidentiality.
- G. Bargaining unit employees are entitled to Union representation at all stages of this policy.

III. Drug and Alcohol Testing

No drug or alcohol testing of any kind may be done until employee assistance programs or local drug and alcohol abuse assistance programs have been identified and are in place and a written drug policy has been given to applicants and employees. (See the Employee Notice and Acknowledgement Form attached hereto as Attachment A.)

The Employer will bear the cost of all drug and alcohol testing, except with regard to retesting as described below. The time taken to perform a drug test will be considered work time, and will be compensated by the Employer.

A. Pre-Employment Testing

Testing may be performed on new-hire applicants for employment as a condition of employment. An employee/applicant who has been laid off for thirty (30) calendar days or more, or a new employee may be required to undergo a pre-employment drug test as a condition of consideration of employment with the Employer or prior to being approved to work at any Employer facility or work area. Provided however, that an employee/applicant who can demonstrate that he or she successfully passed a pre-employment drug test within the previous ninety (90) days shall not be required to undergo a pre-employment drug test. There shall be no pre-employment alcohol testing.

Pre-employment testing must be in place and such testing must actually be conducted before the Employer can conduct any Random Testing as described below.

B. Reasonable Cause Testing

An employee may be tested when reasonable cause exists to believe that the employee is impaired on the job. Reasonable cause will be deemed to exist only when the employee's conduct or actions indicating alleged impairment is observed by one supervisor on the jobsite and confirmed by a second supervisor whenever possible.

The objective indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (including, but not limited to, fatigue, lack of sleep, side effects of prescription or over-the-counter medication, reaction to noxious fumes, dust or smoke, etc.). Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties.

The supervisor(s) shall record their observations in writing, stating the date, time, length of observation, jobsite, and actions of the employee that they believe constitute drug or alcohol impairment on an Incident Report Form (see Attachment B hereto). Such statements shall be signed and dated.

The employee asked to submit to a drug or alcohol test for reasonable cause must be informed of the Employer's probable cause and be given the opportunity to explain his/her conduct. An employee who is properly requested to undergo reasonable cause testing in accordance with the minimum procedures set forth above shall be tested within 24 hours.

The Employer shall have in place a documented supervisory training program relating to drug and alcohol abuse that shall require a minimum of 4 hours of training annually, and one element of which shall consist of training regarding the physical and/or behavioral signs indicating an individual may be under the influence of drugs or alcohol.

C. Post-Accident Testing

Any employee involved in an accident will be required to submit to a test for the presence of alcohol or drugs. An "accident" is an event that results in professional medical treatment or significant damage to employer property. This requirement will be waived when the accident was solely the result of a third party's action, or where it can be determined that drugs or alcohol were not a contributing factor.

D. Random Testing

There shall be no random testing for drugs or alcohol for any reason other than as described below in Section V. An employee who refuses to submit to random testing of any kind, for reasons other than stated in Section V below, shall not be

disciplined in any respect, nor shall that employee be refused access to the jobsite.

IV. Testing Procedures

All drug testing will be conducted in accordance with procedures espoused by the U.S. Department of Health and Human Services ("DHHS") as outlined in the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as set forth by federal regulations. The testing laboratory will be licensed or certified by the Substance Abuse and Mental Health Service Administration ("SAMHSA"). The parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy.

As described in more detail below, all testing will be conducted according to DHHS/SAMHSA guidelines and will include a screening test; a confirmation test; use of a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. All drug-testing information will be maintained in separate confidential records. The Employer will comply with any state laws concerning drug testing.

A. Requirements for a Positive Test

The substances that will be tested for are amphetamines, cannabinoids, cocaine, opiates, and phencyclidine (PCP) and/or alcohol.

Testing for the presence of alcohol will be conducted by breathalyzer. A positive test result for alcohol will be reflected by a blood-alcohol content equal to or greater than current Motor Vehicle regulations in the state in which the jobsite is located.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine. A positive test result means a result having a drug concentration that meets or exceeds the levels set by appropriate federal DHHS and/or Department of Transportation (DOT) regulations as amended from time to time.

B. Testing

Initial testing of a urine sample shall use an immunoassay. All positive tests, except for alcohol, must be confirmed by a second test, using gas chromatography/mass spectrometry (GC/MS). Only those samples that have showed positive results on both the initial screening and the confirmatory test shall be reported to the Medical Review Officer as positive.

C. Split Samples/Retesting

An employee required to take a drug test will provide a urine specimen for the test. The urine specimen will be separated, at a minimum, into two (2) containers at the time of collection. A blood specimen may be used in the event the employee being tested has been injured and taken to a medical facility.

An employee who disputes positive results shall have the right within ten (10) working days of when he is notified of the test results to have his initial sample independently retested by a SAMHSA certified laboratory of his choice at his own expense. If the independent retest indicates a negative result, that negative retest result shall be considered a successful completion of the drug testing, and the employee will be put back to work immediately (if he/she is off work), be reimbursed for the cost of the retesting, and be made whole for any loss of pay occasioned by the first positive test results.

D. Chain of Custody

At the time of specimen collection, the split samples will be sealed in front of the employee providing the sample, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. An unbroken chain of custody, including tamper proof handling methods, shall be maintained to protect employee confidentiality and to protect specimens from adulteration and misidentification. The laboratory must follow test manufacturer's instructions, test administration, and reporting of results.

E. Consent

Prior to being tested, an applicant or employee must sign a consent and release form authorizing and agreeing to the test (See Attachment C). In the event an employee is not competent or able to authorize specimen collection or is in need of medical help, such help shall not be delayed pending specimen collection. Such employee, however, must authorize the treating health care provider to conduct specimen collection and release to the Medical Review Officer the necessary records to monitor the employee's compliance with this program.

F. Medical Review Officer

The Employer will appoint a Medical Review Officer (MRO) to administer this policy. The MRO shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall not be an employee or agent of, or have any financial interest in the laboratory for which the MRO is reviewing drug testing results. The Employer will provide the name, address and telephone number of the MRO to the Union within fourteen (14) days of signing this agreement. The role of the MRO is to review and interpret positive test results obtained through the testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test. The MRO will make reasonable attempts to contact any tested employee and provide that employee

with an opportunity to explain the reason his or her test may be positive. The MRO will review the employee's medical record if so requested by the employee. The MRO shall also process any requests for a retest of the split sample by the employee. In the event the employee refuses to discuss or provide information requested by the MRO, or the MRO is unable for three (3) days to reach the employee despite reasonable efforts, the MRO will report the result as positive to the Employer contact person and Union representative.

G. Confidentiality Requirements

Testing may be for drug or alcohol impairment only and not for any other medical conditions. The parties recognize, however, that the drug and/or alcohol testing may reveal information concerning individual employees of a highly personal and private nature unrelated to the employment of the employee or any other legitimate concern of outside parties. Therefore, to protect the employee's rights, test results shall be disclosed by the testing facility only to the Medical Review Officer. After interpreting the test results and any information provided by the employee, the MRO shall communicate to the Employer, the employee and the Union only that the test result is "positive" or "negative."

All test results and related information will be maintained in records separate from the employees' personnel files in order to maintain confidentiality. Neither the Employer nor any medical or testing personnel shall disclose any information regarding the fact of testing or the results of testing to any other employer or customer.

Upon written request, an employee may have access to any records relating to his or her drug test.

V. Consequences

- A. Job applicants testing positive for drug use may be suspended from consideration by Employer for a period of two (2) months. An applicant may be considered upon re-application after a shorter period, however, if he or she can demonstrate meaningful participation in a rehabilitation program following the positive drug test.
- B. Employees found in possession of illegal drugs or alcohol on the jobsite will be subject to discipline as provided by subsection D below.
- C. An employee whose final test results are positive (and who has not tested positive previously) will be referred to the Employer's Medical Review Officer, Employee Assistance Program, or some other recognized and approved rehabilitation or counseling program. The ultimate financial responsibility for treatment rests with the employee.
- D. The following stages of discipline may be imposed:
 - 1. On the first violation of this policy, the employee shall be given a written reprimand and shall be required to demonstrate meaningful participation in an employee assistance program as a condition of further employment. If the employee enters such a program, his/her status as an employee will not be affected and he/she will be allowed access to the job under the conditions established by the program. An employee who refuses a proper request to enter and participate in such a program shall be subject to discipline up to and including discharge.
 - 2. On the second violation of this policy, the employee may be terminated. If said employee should return to work for Employer, he or she may be randomly tested for substance abuse for a period of one year at the Employer's expense.
- E. Except as provided in III D above, refusal to undergo a drug or alcohol test shall be just and proper cause for discipline, including discharge.

VI. Prescription and Over the Counter Drugs

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify foreman) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or accidents occur.

VII. Employee Voluntary Self-Help Programs

The Employer and the Union recognize that alcohol and drug abuse and addiction are treatable illnesses, and encourage employees to seek assistance for these problems on a confidential self-referral basis.

The Employer and the Union encourage employees to use the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help. The Employer will ensure a current list of qualified community professionals.

Participation in an EAP or drug or alcohol abuse assistance program will not jeopardize an employee's employment, or subject the employee to discipline. Employees can contact an EAP program directly. Their contact, participation in an EAP and any recommended treatment is confidential and will not be disclosed to the Employer or Union without prior written consent of the employee.

An employee who tests positive on a test for drugs and/or alcohol may be referred to an EAP for assessment and rehabilitation recommendations. The employee's decision to participate in the recommended treatment, successful completion of the program and additional treatment recommendations will be communicated to the Employer and Union.

VIII. Grievance Procedure

All disputes concerning the interpretation or application of this drug and alcohol abuse and testing policy will be subject to the grievance and arbitration procedure of the collective bargaining agreement.

IX. Indemnity Clause

The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the Employer's application or enforcement of this policy and procedure.

X. Conclusion

To the extent permitted by law, this statement of policy and procedure shall apply to all employees, including, but not limited to, management, supervision, engineering, craftworkers and clerical employees.

It is understood and mutually agreed that, in the event the Employer enters into a drug policy agreement with another union whose conditions are different from those contained herein for specific projects, particular segments of the construction market or certain geographic areas, then the drug policy agreement in its entirety, but not individual provisions, unless the parties mutually agree to adopt them, will be made available to the Union on the specific projects, particular segments of the construction market or in those geographic areas covered.

ATTACHMENT A

**EMPLOYEE NOTICE AND ACKNOWLEDGEMENT
OF EMPLOYER TESTING REQUIREMENTS**

PART I: NOTICE

This is to inform you that _____(Employer) conducts testing to identify job applicants and current employees who may be abusing drugs and/or alcohol. A copy of the Employer's policy on this matter is attached to this notice. The name of the Medical Review Officer (MRO) appointed by the Employer will be provided prior to testing. The MRO will comply with the provisions for testing set forth in this program and will advise the Employer, the Union and the employee whether the test results are "positive" or "negative." The MRO may not communicate anything else regarding the testing or your medical history to the Employer or Union. The MRO will also process any request by the employee for a retest.

The substances that will be tested for are amphetamines, cannabinoids, cocaine, opiates, and phencyclidine (PCP) and/or alcohol.

You have the right to refuse to undergo testing. However, a refusal to undergo testing by an applicant will result in the termination of the pre-employment selection process, and a refusal to undergo testing by an employee will result in disciplinary action up to and including discharge.

An applicant who fails a test will not be hired, and an employee who fails a test will be subject to discipline, up to and including discharge.

PART II: ACKNOWLEDGEMENT

I acknowledge that I have received and understand the above written notice, and agree to abide by the terms of the Employer's policy pertaining to drugs and alcohol.

By (Signature)

Date signed

Print Name

ATTACHMENT B
INCIDENT REPORT FORM

Date of Report _____

Date and Time of Observation _____

Employee Name _____

Employee Job Position/Assignment _____

Union Representative contacted _____

Supervisor completed drug and alcohol training _____
(date)

What was observed?

What was employee explanation?

Action Recommended:

By (Signature)

Title

Employee initials

By (Signature)

Title

Union Representative

ATTACHMENT C

CONSENT TO DRUG/ALCOHOL TESTING

I, _____, understand that it is the policy of the Employer to conduct drug tests of job applicants and to conduct drug and/or alcohol tests of employees based on reasonable cause. I understand that the purpose of these tests is to detect drug and/or alcohol abuse.

I have been requested to:

_____ Submit to a breathalyzer test for alcohol

_____ Provide a urine sample which will be tested for the presence of amphetamines, cannabinoids, cocaine, opiates, and/or phencyclidine (PCP).

I understand that, if my test result is a confirmed positive, and I am unable to explain or refute that result satisfactorily, my job offer may be withdrawn, or, if I have already been hired, I may be subject to discipline up to and including discharge.

I understand that I may refuse to submit to the breathalyzer test, or refuse to provide a urine sample, but that if I do refuse, disciplinary action by the Employer, up to and including discharge, may result.

At this time, I consent and agree to undergo a drug and/or alcohol test, pursuant to the Employer's substance abuse policy.

I also give consent to the testing facility to release to the Employer's Medical Review Officer the results of the test; and give consent to the Medical Review Officer to advise the Employer and the Union whether the final test result is positive or negative.

By (Signature)

Date

Print Name