



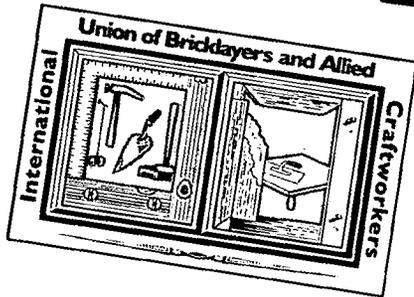
# TILE AND MARBLE AGREEMENT

between the

**BRICKLAYERS & ALLIED CRAFTSMEN  
LOCAL UNION NO. 3  
RHODE ISLAND**

and

**TILE AND MARBLE  
CONTRACTORS ASSOCIATION  
OF RHODE ISLAND**

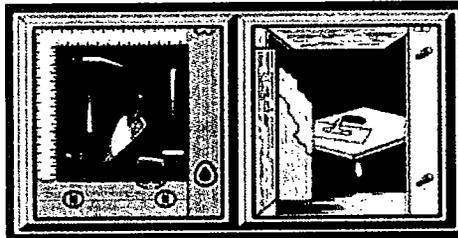


**EFFECTIVE: SEPTEMBER 1, 2018  
EXPIRES: AUGUST 31, 2023**

**IMPORTANT**

**BAC LOCAL 3  
WAGE RATES**

**ARE SUBJECT TO  
CHANGES AND MODIFICATIONS**



**KINDLY CONTACT THE LOCAL 3 OFFICE FOR CURRENT**

**WAGE RATES**

**and**

**FRINGE BENEFIT RATES**

**(617) 242-5500**

## **Bricklayers & Allied Craftsmen Local 3**

### **Rhode Island**

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## **Agreement**

Agreement made this 1<sup>st</sup> day of September 2018 between the Tile and Marble Contractors Association of Rhode Island, on behalf of such members and other Employers who assent to its provisions by signature thereto, herein known as the Employers and Bricklayers and Allied Craftsmen Local No. 3 Rhode Island, herein known as the Union, representing Tile Layers and Marble Masons, Tile and Marble Finishers. A current list of members of the Association will be furnished the Union upon signing this Agreement and is attached hereto and marked Schedule "A". The Association shall provide the Union with additions to Schedule "A" during the term of this Agreement. The Union may for good cause object to any such additions.

## **Severability**

It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision or provisions of this Agreement be determined to be contrary to any such State or Federal statute, then such provision or provisions shall continue in effect only to the extent permitted and all other provisions of this Agreement shall remain in force and effect. In the event that any provision or provisions are finally determined to be invalid, the parties shall meet without delay for the purpose of determining substitute provisions which comply with all applicable Federal and State statutes and which accomplishes the same purpose, or substantially the same purpose, as the provisions declared invalid. Said substitute provisions shall thereupon be incorporated in this Agreement in lieu of the provisions declared to be invalid.

## **ARTICLE I**

### **Section 1.**

#### **Object**

In order to prevent strikes or lockouts, and to insure a peaceable adjustment and settlement of any and all disputes and differences that may arise between any of the parties to this Agreement without stoppage of work, and to bring about as near as possible conditions that will tend to stabilize and encourage the construction, alteration and repair of buildings, both parties have entered the Agreement.

### **Section 2.**

#### **Principles**

There shall be no limitation to the amount of work a Tile Layer, Marble Mason and Finisher performs during the working day. It is understood that all Employees employed shall perform an honest day's work.

### **Section 3.**

#### **Definitions**

The following words and phrases shall have the meaning specified below unless a different meaning is plainly required by the context:

- (a) "Employee" shall mean all common law Employees of an Employer who are employed to do work which is within the craft jurisdiction described in Article II of this Agreement.
- (b) "Employer" shall mean any member of the Tile and Marble Contractors Association of Rhode Island, any other member subsequently joining said Association and any other person, corporation, or other business entity which assents to the provisions of this Agreement by execution of an Independent Agreement.
- (c) Whenever any words in this Agreement are used in the masculine gender, they shall be construed as though they are used in the feminine gender or neuter gender in all situations where they would so apply.

### **Section 4.**

#### **Equal Employment Opportunity**

The Union and the Employer agree that no Employee shall be denied employment, penalized, disciplined, or in any way disadvantaged because of age, race, religion, gender, national origin, veteran status, handicap/disability or sexual orientation.

### **Section 5.**

#### **BAC Local 3 Recognized**

This Agreement shall certify that each Employer has satisfied itself or had an opportunity to satisfy itself that the Union in accordance with Section 9(a) of the National Labor Relations Act represents a majority of its Employees employed under this Agreement and, therefore, is the exclusive bargaining representative for and on behalf of all Employees employed by such Employer or contractor wherever and whenever employed during the term of this Agreement, except supervisory Employees and other Employees excluded under the provisions of the National Labor Relations Act as amended.

Each Employer signatory to this Agreement, individually or through membership in a multi-employer bargaining unit, waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to this Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such terminations, abrogation, cancellation or repudiation.

## **ARTICLE II**

### **Territorial Jurisdiction**

#### **Section 1.**

This Agreement shall be effective and binding on the parties hereto throughout the State of Rhode Island.

#### **Section 2.**

The work jurisdiction, which the Union claims, is that work which has been historically, traditionally, or contractually, assigned or will be assigned to the organization and which includes the building, constructing, fabricating, erecting, cleaning, maintaining, repairing, renovating, sealing, caulking, waterproofing, acid proofing, application of chemical products to, and all other work to or upon walls, floors, ceilings, roofs, decks, roads, paving and other objects or structural, building or construction components consisting wholly or partially of masonry, and all forms of substitute materials thereto; the laying, setting, installation or application of all such materials; the preparation of all structures, objects or components to receive such materials; and all work servicing, assisting, or relating to the process or materials described above from manufacture of the materials through construction and maintenance of the structure or object.

#### **Section 3.**

### **Craft Jurisdiction**

The Employer agrees to assign to Employees represented by the BAC all work described in Article II Sections 4 through 7 and in addition, such other new methods or types of tile and marble work which may be mutually agreed upon between the parties to this Agreement in the future.

#### **Section 4.**

### **Marble Masonry Work**

This Agreement pertains only to the erection or installation of interior marble, structural glass, slate or stone work, both natural and artificial (meaning by stone, any work manufactured from such foreign or domestic products as are specified and used in interiors of buildings by architects and customarily called "stone" in the trade) in any public or private building, anywhere within the territory of the United States or Dominion of Canada, for the members or affiliated members. Also, such work that has been done as the custom and practice in this area.

The installation of quartz countertops and backsplashes, solid surface countertops and backsplashes, fabricated concrete or poured in place countertops and backsplashes, and other natural stone and manufactured epoxy countertops and backsplashes.

The installation of Durrock, Wonderboard, and other types of cementitious, gypsum or fiberglass backer board products used to accept marble and tile.

The installation of Mincey Marble and other types of sheet panels.

The installation of self-leveling materials and systems, cementitious and gypsum underlayment, plywood, sleeper systems, raised access flooring, moisture and vapor barriers, mitigation systems, sound attenuation systems and crack suppression systems.

The washing, waxing, sealing, staining, stripping and lining, coating refinishing, vacuuming, pile lifting, binding, serging, buffing or polishing by hand or machinery and the protection by means of kraft paper, Masonite or by whatever materials or methods necessary.

Repair work including but not limited to the following: cutting, patching, replacing, re-grouting and refinishing.

The removal and disposal of existing marble, tile, and terrazzo materials by hand or by mechanical means, including the demolition, tearing up, chipping, scraping and the transportation of the removed material to a location as directed.

All preparations to the substrate to receive marble, tile, terrazzo materials, including but not limited to, the scraping, sanding, shot blasting, scarifying, priming, filling, leveling, smoothing and waterproofing, as well as, moisture testing, relative humidity testing and PH testing.

The installation of thin marble, stone, tile, porcelain, terracotta and manufactured composite materials, including the installation of lightweight grid systems, anchors and miscellaneous metals.

The installation of metal backup pans and other materials used to accept the installation of thin marble, stone, tile, porcelain, and other masonry materials.

The installation and distribution of all manufactured marble, tile and terrazzo accessories, including but not limited to, pre-slope shower pans, niches, blocks, curbs and sills.

Marble Masonry shall also consist of, but not be limited to, the following work procedures and installation of the following materials:

- a. The carving, cutting and setting of all marble, slate, including slate blackboards, stone, albereen, carrara, sanionyz, vitrolite, and similar opaque glass, scagliola, marbleithic, and all artificial, imitation or cast marble of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polished, honed or sand finish; also the cutting and fitting of above materials after they leave mills or shops, as well as, all accessories in connection with such work, and the laying of all marble tile, slate tile and terrazzo tile.

- b. All counters and lavatories constructed of vitrolite or carrara glass when used in mural decorations in buildings in place of marble or other stone used in conjunction with marble or other panels or counters.
- c. The setting of all cultured marble and natural stone and marble vanity tops.
- d. The securing of marble, stone or structural glass with rosettes, moldings, toggle bolts or screws, bolting and/or welding.
- e. The setting, cutting, bolting and/or welding of steel struts used to anchor marble or stone.
- f. When dowel holes are to be drilled in concrete or other materials to anchor materials handled and used by marble masons, the drilling of all dowel holes shall be performed by the marble masons. All anchor holes cut or drilled into marble, granite, slate stone shall be performed by the marble masons regardless of the thickness of the material, such assignments to be consistent with trade practice.
- g. When marble is taken down to be reset and used again and is cleaned or cut in the process, the work shall be performed by the marble mason, such assignments to be consistent with trade practice.
- h. The installation of metal track systems used to anchor manufactured stone and natural stone units when installed into a metal track system.
- i. The installation of thin natural stone lightweight units mounted on a honeycomb backing whether set with adhesives or mechanically fastened.
- j. The setting of manufactured stone panels and natural thin stone panels, including but not limited to the installation of all anchors, steel and other hardware necessary to complete the work.

**Robotics and Emerging Technologies – Marble Masons and Marble Finishers**

The preparation, setup, calibration, loading, operation, cleaning and routine maintenance of an mechanical devices, automated or semi-automated systems, lasers, robotics or other emerging technologies that are used, including but not limited to, install, cut, fit, set, lay, range, anchor, fasten, secure, point, grout, fill, grind, polish, seal, clean, repair, replace or restore marble and stone masonry, materials and surfaces, or that otherwise assist the Marble Mason and Marble Finisher in performing any of the work described in this Agreement, as well as, marble preparation and ongoing maintenance of the work area to allow for proper installation of marble, stone and other masonry materials.

## **Section 5.**

### **Marble Finishers**

Marble Finishers work shall include, but shall not be limited to, the handling and distribution of all marble, granite, limestone, slate, travertine, art marble and stones, serpentine, alberene stone, bluestone, and other natural and artificial stones which are specified and used in the interiors and exteriors of buildings and other structures, which are customarily known as stone in the trade; cararra, sanionyx, vitrolite, and similar opaque glass, or any other materials that may be used as substitutes for any of the aforementioned materials which are installed in a similar manner.

Marble Finishers shall load and unload all trucks and other various vehicles, handle and stock all floors with materials, dispose of all debris relevant to the work, perform rigging for heavy work, handle and distribute all materials that may be needed for the installation of marble, natural stone and substitutes, build and dismantle scaffolding, polish, patch and wax material if damaged, caulk, grout and clean marble and stone, assist the marble masons when cutting on diamond or carborundum blade saws, set-up and utilize the tub saw or any other equipment necessary for the preparation of material, drill holes for wires that anchor marble or stone, mix molding plaster for the installation of the material, mix thin set and epoxy for the installation of material, unload, handle, and mix sand and cement for the installation of material, and perform such other utility work as may be required in assisting the marble masons in the performance of their work.

Marble Finishers shall handle marble, granite and terrazzo panels, and all natural stone of any dimension inside buildings and up to 1-7/8" outside buildings, which connects to entrances as claimed by the Marble Masons.

## **Section 6.**

### **Tile Layer's Work**

- a. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also to prepare and set all concrete, cement brickwork, or other foundation or materials, that may be required to properly set and complete such work; the setting or bedding of all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or mantel complete, together with the setting of all cement brickwork, or other material required in connection with the above work; also the slabbing and fabrication of tile mantels, counters, and tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work, or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble, or stone, shall be conceded to be Bricklayers, Marble Setters, or Stonemasons' work respectively.

- b. It will be understood that the word tile refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1-1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade, roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, for setting decorative inserts in other materials.
- c. All terra cotta called unit tile in sizes 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1-1/4" or less, split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by Tilelayers, the grouting and cleaning shall be supervised by the Mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same
- d. All clay products known as a terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials, in sizes 6"x12" and less regardless of the method of installation. Where preponderance of material to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

(1) Tilelayers work is also defined as:

- a. The application of a coat or coats of mortar, prepared to proper tolerance to receive tile on floors, walls and ceilings regardless of whether the mortar coat is wet or dry at the time the tile is applied to it.
- b. The setting of all tile bonded with mortar, where the bed is floated, screeded, slabbed or buttered and where joints are not filled in the same operation.
- c. 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.
- d. The setting of tile as herein provided shall include the installation of accessories and the insertion of decorative tile inserts in other materials.
- e. The setting, sealing and installation of prefabricated tile systems.

(2) Tile is herein defined as the following products which are not to exceed 1-1/4 inches in thickness:

- a. All burned clay products, as used in the tile industry, either glazed or unglazed.
- b. All composition materials, marble tiles as defined in and to the extent permitted by the August 29, 1936, Walter V. Price Decision, glass mosaics and all substitute materials for tile made and 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. It is agreed that the installation of Mammoth Tile shall be work of the Tilelayer.
- e. All bathrooms, vestibules and small halls in private residences that are to receive tile shall be plastered by the Tilelayer.
- f. The cutting and setting of "Fritz Tile and Terrazzo" units when applied with mastic, cement coat or other substitutes shall be the work of the Tilelayer.
- g. The installation of wire mesh or other types of reinforcing set in mortar or dry pack bed that will receive tile or paving units shall be the work of the Tilelayer.

(3) Mudwork

- a. The application of the scratch coat over lath, concrete, cement, drywall and cementitious material on walls, ceilings and floors shall be the work of the Tilelayer with Tile Finishers assisting.
- b. When mud is allowed to cure (dry), the application, plumbing, rodding and squaring of the floatwork or second coat in preparation for the tile installation by the thin-set or adhesive method shall be the work of the Tilelayer with Tile Finishers assisting.
- c. The application of the final setting bed shall be the work of the Tilelayer with Tile Finishers assisting.

(4) Warning Stripes

The complete installation of Tac-Tile, Transit Tile, or other similar type clay, porcelain or composition material and sheet tile used as warning stripes and on handicap ramps and fastened mechanically or with adhesives shall be the work of the Tiler with Tile Finishers assisting.

- (5) The application of waterproofing materials by whatever means and methods on all surfaces to receive tile.
- (6) The installation of all fracture membrane materials on surfaces to receive tile.
- (7) The installation of metal wall panels or other materials designed to accept the installation of thin brick and other masonry units
- (8) The setting of metal tile and glass tile and any other substitute material installed in the conventional tile method.

The installation of quartz countertops and backsplashes, solid surfaces countertops and backsplashes, fabricated concrete or poured in place countertops and backsplashes, and other natural stone and manufactured epoxy countertops and backsplashes.

The installation of Durrock, Wonderboard, and other types of cementitious, gypsum or fiberglass backer board products used to accept tile and marble.

The installation of Mincey Marble and other types of sheet panels.

The installation of large format tile and panels on floors and walls.

The installation of self-leveling materials and systems cementitious and gypsum underlayment, plywood, sleeper systems, raised access flooring, moisture and vapor barriers, mitigation systems, sound attenuation systems and crack suppression systems.

The washing, waxing, sealing, staining, striping and lining, coating, refinishing, vacuuming, pile lifting, binding, serging, buffing, or polishing by hand, or machinery and protection by means of kraft paper, Masonite or by whatever materials or methods necessary.

Repair work, including but not limited to the following: cutting, patching, replacing, re-grouting and refinishing.

The removal and disposal of existing tile, marble and terrazzo materials by hand or by mechanical means, including the demolition, tearing up, chipping, scraping and the transportation of the removed material to a location as directed.

All preparations to the substrate to receive tile, marble and terrazzo materials, including but not limited to, the scraping, sanding, shot blasting, scarifying, priming, filling, leveling, smoothing and waterproofing, as well as, moisture testing, relative humidity testing and PH testing.

The installation of thin marble, stone, tile, porcelain terracotta and manufactured composite materials, including the installation of lightweight grid systems, anchors and miscellaneous metals.

The installation of metal backup pans and other materials used to accept the installation of thin marble, stone, tile, porcelain, brick and other masonry materials.

The installation and distribution of all manufactured tile, marble and terrazzo accessories, including but not limited to, pre-slope shower pans, niches, blocks, curbs and sills.

### **Robotics and Emerging Technologies – Tilelayers and Tile Finishers**

The installation, setup, positioning, calibration, loading, operation, cleaning and maintenance of any robotic or mechanical device used for the installation of tile, marble and stone flooring, walls and surfaces. This work shall include, but shall not be limited to, the operation of robotic or other mechanical devices used for the preparation of surfaces to receive tile, marble and stone; the installations of any specified membrane waterproofing whether sheet, mastic or liquid; the application of setting beds of mortar, mastic or other adhesive setting materials; and the cutting, setting, aligning, laying, leveling, fastening, securing, grouting, filling, polishing, sealing, and cleaning required to install tile floors, walls and surfaces. The setup and handling of all materials required for the operation of any robotic or mechanical device used for the installation of tile, marble and stone flooring, walls and surfaces.

## **Section 7.**

### **Tile Finishers**

Tile Finishers work shall include, but shall not be limited to the following: All cleaning, grouting and polishing of tile, loading and unloading of trucks and other various vehicles, dispose of all debris relevant to the work, building and dismantling of scaffolding, unpacking and handling of all tile, sand, cement, lime, mastic, thin set, epoxy, grout, the mixing up of such materials, and all other materials, which may be used in the installation, repair and maintenance of tile or similar materials.

Tile Finishers shall grout and fill all joints and voids regardless of the method on all tile after installation, regardless of any different names by which this work may be designated, and shall perform all cleaning of tile, which shall include all washing of every kind and the removal of all scum and residue of every nature resulting from the installation of tile.

Tile Finishers shall apply protective coverings to surfaces and materials which includes; all soap compounds, varnishes and lacquers, all types of paper products, all types of tapes and plastic coverings including all new types of products that may be used for the protection of tile installation.

Tile Finishers shall handle all types of tile panels, prefabricated tile units, and any other forms of tile or materials which are used by Tilelayers on the job site.

The scarifying, etching and shot blasting of all surfaces to receive waterproofing and tile.

The mixing and pumping of self-leveling materials on floors to receive tile.

### **Section 8.**

The assignment of tile and marble job site work, specified in Article II, Sections 4 through 7 to workers other than BAC Craftsmen shall be deemed a material breach of this Agreement and shall be processed under the Arbitration Procedure, Article XVIII, of this Agreement. In addition, the Union shall have available to it any procedures and remedies provided for in Article IV, VII, XVI Wages, Fringe Benefits and Other Payment Provisions. Any awards issued shall include payment of wages and benefits for those Employees who lost work opportunities.

### **Section 9.**

In addition to the work assignments set forth, all additional work assignments necessary to start and complete the entire installation and finishing of tile and marble work and any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future, shall be assigned to the members of the I.U. of B.A.C.

## **ARTICLE III**

### **Union Security**

#### **Section 1.**

All Employees employed by the Employer on the date hereof, who are members of the Union, shall remain members for the duration of the Agreement as a condition of employment, and those Employees not members shall become members of the Union within eight (8) days of the date of this Agreement, the date of execution of the Agreement, or the date of their employment, whichever is the latest, and shall remain members of the Union for the duration of this Agreement as a condition of employment. Nothing herein shall require the Union to accept into membership any applicant, since Union membership is solely with the Union's discretion. But no Employee denied Union membership after having duly made application shall be denied employment or discriminated against as a result of denial of membership.

In the event the Union desires to incorporate into this Agreement, during the term of any renewal thereof, a form of Union Security not herein set forth, the Employers agree to incorporate into this Agreement said form of Union Security, provided it is at that time authorized by the Laws of the United States and the State of Rhode Island.

**Section 2.**

Employers shall employ Apprentices registered with the Joint Apprenticeship Committee of the parties and qualified Journeymen. Employers or their Foremen can freely hire or reject at the jobsite applicants for employment, provided Employees selected shall be qualified Journeymen.

**Section 3.**

In the event an Employer is unable to employ a sufficient number of qualified Journeymen at the jobsite, the Employer will give the Union an equal opportunity to furnish Employees and will at the time notify the Union, orally or in writing, of the location, starting time and approximate duration of the work, the type of work and the number of Employees required. The Employer shall be under no obligation to hire any Employees recommended by any source of employment. The Employer shall notify the Union in writing of the hiring of any Employee who was not recommended by the Union within five (5) days.

**ARTICLE IV**

**Wages and Fringe Benefit Contributions**

**Section 1.**

The hourly rate of wages and fringe benefit contributions paid by each Employer to all Employees shall be as follows:

**Tile Layers and Marble Masons**

<b>Effect. Date</b>	<b>Total</b>	<b>Wages</b>	<b>H/W</b>	<b>P</b>	<b>IPF</b>	<b>IPF PPA</b>	<b>AF</b>	<b>IMI</b>	<b>MRF</b>	<b>ATF</b>
09/1/18	\$69.16	\$38.61	\$10.75	\$7.33	\$1.90	\$0.97	\$6.77	\$1.77	\$0.96	\$1.10
03/1/19	\$69.91	\$39.26	\$10.75	\$7.33	\$1.90	\$0.97	\$6.77	\$1.77	\$0.96	\$1.20
09/1/19	\$71.58	\$40.76	\$10.75	\$7.33	\$1.90	\$1.14	\$6.77	\$1.77	\$0.96	\$1.20
03/1/20	\$72.43	\$41.51	\$10.75	\$7.33	\$1.90	\$1.14	\$6.77	\$1.77	\$0.96	\$1.30
09/1/20	\$74.17	\$43.06	\$10.75	\$7.33	\$1.90	\$1.33	\$6.77	\$1.77	\$0.96	\$1.30
03/1/21	\$75.03	\$43.83	\$10.75	\$7.33	\$1.90	\$1.33	\$6.77	\$1.77	\$0.96	\$1.39
09/1/21	\$76.82	\$45.43	\$10.75	\$7.33	\$1.90	\$1.52	\$6.77	\$1.77	\$0.96	\$1.39
03/1/22	\$77.70	\$46.22	\$10.75	\$7.33	\$1.90	\$1.52	\$6.77	\$1.77	\$0.96	\$1.48
09/1/22	\$79.61	\$48.04	\$10.75	\$7.33	\$1.90	\$1.52	\$6.77	\$1.77	\$0.96	\$1.57
03/1/23	\$80.55	\$48.98	\$10.75	\$7.33	\$1.90	\$1.52	\$6.77	\$1.77	\$0.96	\$1.57

## **Tile and Marble Finishers**

<b>Effect. Date</b>	<b>Total</b>	<b>Wages</b>	<b>H/W</b>	<b>P</b>	<b>IPF</b>	<b>IPF PPA</b>	<b>AF</b>	<b>IMI</b>	<b>MRF</b>	<b>ATF</b>
09/1/18	\$61.78	\$32.43	\$10.75	\$5.26	\$3.90	\$2.00	\$4.63	\$1.76	\$.96	\$.09
03/1/19	\$62.45	\$33.00	\$10.75	\$5.26	\$3.90	\$2.00	\$4.63	\$1.76	\$.96	\$.19
09/1/19	\$63.94	\$34.14	\$10.75	\$5.26	\$3.90	\$2.35	\$4.63	\$1.76	\$.96	\$.19
03/1/20	\$64.70	\$34.80	\$10.75	\$5.26	\$3.90	\$2.35	\$4.63	\$1.76	\$.96	\$.29
09/1/20	\$66.25	\$35.97	\$10.75	\$5.26	\$3.90	\$2.73	\$4.63	\$1.76	\$.96	\$.29
03/1/21	\$67.02	\$36.64	\$10.75	\$5.26	\$3.90	\$2.73	\$4.63	\$1.76	\$.96	\$.39
09/1/21	\$68.62	\$37.84	\$10.75	\$5.26	\$3.90	\$3.13	\$4.63	\$1.76	\$.96	\$.39
03/1/22	\$69.40	\$38.53	\$10.75	\$5.26	\$3.90	\$3.13	\$4.63	\$1.76	\$.96	\$.48
09/1/22	\$71.11	\$40.15	\$10.75	\$5.26	\$3.90	\$3.13	\$4.63	\$1.76	\$.96	\$.57
03/1/23	\$71.95	\$40.99	\$10.75	\$5.26	\$3.90	\$3.13	\$4.63	\$1.76	\$.96	\$.57

Deducted from net wages after taxes – D, BACPAC, IUD

D - Local Union Dues Deduction  
 BAC/PAC - BAC Political Action Committee  
 IUD - International Union Dues Deduction

Definitions of abbreviations used:

H/W - Health and Welfare Fund  
 P - Local Pension Fund  
 IPF - International Pension Fund  
 IPF PPA - International Pension Fund – Pension Protection Act  
 AF- Annuity Fund  
 ATF - BAC Local 3 Apprenticeship and Training Fund  
 IMI - International Masonry Institute  
 MRF - Market Recovery Fund

### **Section 2.**

The Union shall have the option to divert monies from wages to any of the Funds and to reallocate contributions from one Fund to another upon thirty (30) days prior written notification to the Employers signatory hereto.

### **Section 3.**

Money can be diverted back to wages from the Pension, Health and Welfare, and Annuity Funds subject to the approval of the Trustees, Trust Documents, ERISA, Pension Guaranty Corporation and applicable laws.

## **Section 2.**

Each Employer shall also deduct one cent (.01) per hour BAC-PAC from net wages after taxes, for each and every hour paid to all Employees (including apprentices) for all jobs falling within the jurisdiction of this Agreement.

## **Section 3.**

All such deductions shall be reported monthly along with all other Funds provided for in the Agreement. The form for this purpose is to be furnished by the Union. One check covering the total of all the Funds shall be sent along with one form in accordance with the provisions of Article VII, Section 2 and 3.

## **Section 4.**

It shall be the prerogative of the Union to raise or lower the hourly dues deduction rate upon at least thirty (30) days written notice to the Employer.

## **Section 5.**

It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947, the signed individual authorizations to the Employer to legally permit the Employer to make such payroll deductions. It shall be the further responsibility of the Union to assume all legal costs, fees and damages which might arise relative to this practice. The Union shall indemnify and hold harmless the Employer from such actions.

## **Section 6.**

It shall further be the sole responsibility of the Union to procure signed authorizations from every Employee subject to this Agreement, both present and future, and furnish such original signed authorizations to the Employer to legally permit the Employer to make payroll deductions for BACPAC. The authorization will be signed freely and voluntarily and not out of any fear of reprisal and on the understanding that the Bricklayers Action Committee is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections and that this voluntary authorization may be revoked at any time by notifying the Employer and the Bricklayers Action Committee in writing of a desire to do so.

## **Section .7**

It shall be the responsibility of the Union to assume all legal costs, fees and damages which might arise relative to the practice stated. The Union shall indemnify and hold harmless the Employer from such actions.

## ARTICLE VI

### Payment of Wages

#### Section 1.

Pay day shall be Wednesday of each week. Employees are to be paid on the job before quitting time. If wages are not paid by quitting time, the Employees shall be paid for all waiting time until paid or four (4) hours, which is greater.

#### Section 2.

The work week shall end on Saturday; payday shall be on Wednesday of the same week. When a Holiday occurs on Monday, a written request or fax may be sent to the Union for pay day to be changed to a Thursday, such permission may be granted by the President. When a Holiday occurs on Wednesday, payday shall be on Tuesday with the week ending Sunday.

#### Section 3.

In the event of a violation of this provision, an Arbitrator shall have the authority to award, among other remedies, treble damages to the affected Employees.

#### Section 4.

When an Employee is discharged, the Employee shall be paid in full, thereby giving the Employee an opportunity to secure work again with as little lost time as possible.

#### Section 5.

The Employer, when paying by check, shall have a detachable stub to be retained by the Employee. The Employer shall include on the check stub and/or the pay envelope the following information: Name and Address of Employer, Name or Identification of Employee, Number of Hours worked, Social Security deduction, Federal Withholding deduction, State withholding deduction, TDI, Net Pay of Employee, Period Ending and Total Dues deduction.

#### Section 6.

No Employee shall be laid off before the established starting time, unless the Employee was absent at the end of the proceeding normal workday, when work was available.

#### Section 7.

In the event that any Employee on a job received a travel expense, all Employees on the job shall receive the same travel expense.

## **Section 8.**

**Direct Deposit:** In the event the Employer requests its Employees represented by the Union to have their wages directly deposited into an Employee's bank account the following conditions shall apply:

The decision as to whether to have his/her wages directly deposited into a bank account shall be optional on the part of the Employee and shall not be implemented until the Employee has indicated his/her assent in writing;

If an Employee elects to have his/her wages directly deposited into a bank account the Employee shall be provided by the Employer with a written record of the deposit including any deductions made from the Employee's wages within three (3) days of the deposit;

The Employee may, at any time, rescind his/her permission to have his/her wages directly deposited in a bank account;

The Employer shall not discriminate against an Employee in any fashion if the Employee opts not to have his/her wages directly deposited or rescinds any prior approval for such direct deposit;

In the event the Employer fails to directly deposit an Employee's wages in a timely manner the Union may, in its sole and exclusive discretion, withdraw the right of the Employer, on either a permanent or temporary basis, to have its Employees directly deposit their wages.

## **Section 9.**

When an Employee is called for Jury Duty, the Employer agrees to pay three (3) days pay to include wages & benefits.

## **Section 10**

Employees laid-off before 12:00 Noon shall be entitled to five (5) hours pay. Any Employee laid-off after 12:00 Noon shall be compensated by a full day's pay. Employees shall be given thirty (30) minutes notice of the layoff so that they may have adequate time to secure their tools.

## **Section 11.**

When Employees are employed on a job or project, and said job or project is shut down and Employees are laid off due to a shortage of material or for conditions beyond the Employer's control, the President or Field Representative shall be notified not less than sixteen (16) hours before work is to resume. Employees laid off will be given first opportunity for employment provided they report to the job ready for work no later than the start of the workday on which

the work is to resume or at such later time and in such order of employment as the Employer shall require and shall have informed the President or Field Representative. The President or Field Representative shall notify the Employer as promptly as possible which of the Employees will report for re-employment at the time required.

#### **Section 12.**

An Employee who willfully quits work or who is discharged for intoxication or other cause, shall not be entitled to any of the lay off or discharge paid benefits.

### **ARTICLE VII**

#### **Health-Welfare, Pension and Annuity Funds**

##### **Section 1.**

The parties hereto jointly agree to accept and be bound by the provisions of the written Agreement and Declaration of Trust, and any amendments thereto. The Trust Agreements of the Health and Welfare, Pension and Annuity Funds herein after covered by this Agreement are:

- (a) Agreement and Declaration of Trust, dated and effective November 29, 1999 for Massachusetts Bricklayers and Masons Health and Welfare Fund.
- (b) Agreement and Declaration of Trust, dated and effective November 29, 1999 for the Massachusetts Bricklayers and Masons Pension Fund.
- (c) Agreement and Declaration of Trust, dated and effective November 29, 1999 for the Massachusetts Bricklayers and Masons Annuity Fund.
- (d) Agreement and Declaration of Trust, dated and effective September 25, 1984 for the Rhode Island Bricklayers and Allied Craftsmen Pension Fund.
- (e) The Employer agrees to increase the hourly contributions to the International Pension Fund as follows: Tile Layers and Marble Masons, September 1, 2018 - \$.16, September 1, 2019 - \$.17, September 1, 2020 - \$.19, September 1, 2021 - \$.19  
Tile and Marble Finishers: September 1, 2018 - \$.33, September 1, 2019 - \$.35, September 1, 2020 - \$.38, September 1, 2021 - \$.40

##### **Section 2.**

Each Employer agrees to pay to each Fund the applicable hourly contribution rates stated in Article IV of this Agreement, or the hourly Employer contribution rates that may be determined from time to time in accordance with Article IV, Section 2. of this Agreement, for all hours paid

to each Employee, including Apprentices, with the exception of vacation time, bonuses and sick time. Any overtime hour for this purpose of paying fringe benefit contributions shall be considered a single hour.

In the event an Employee is sent to work by an Employer on a project outside of the multi-stat geographical area of BAC Local 3 Massachusetts, Maine, New Hampshire, Rhode Island, where the Health and Welfare Fund, Pension Fund, and Annuity Fund hourly contribution rates are either non-existent or lower than the Employee's Local 3 Home Chapter contribution rates, then the difference in fringe benefit contributions shall be paid to the Massachusetts Bricklayers and Masons Trust Funds by the Employer.

### **Section 3.**

- (a) At the end of each work month, but not later than the twentieth (20th) day of the following month, each Employer shall submit to the Funds a report containing a complete list of Employees, their names, social security numbers and the number of hours paid to each Employee during the respective month. In the event no Employees were paid during the month, the Employer shall submit a report attesting that no Employees were paid and this will be the Employer's final report until said Employer has reportable hours in the future. In the event that such report is a final report the Employer shall so state on the report and shall not be required to submit a report until the Employer again has reportable hours for Employees.
- (b) The failure of any Employer to make the required reports and contributions to each Fund shall make such Employer liable to each Employee damaged by such failure for whatever benefits such Employee and/or beneficiary was denied because of the Employer's failure to make the required reports and contributions, together with the court costs and attorney's fees reasonably necessary in collecting such benefit and contributions from such Employer; provided however, that no Employer shall have any liability to any Employee and/or beneficiary by reason of such failure to pay the required contribution or any part thereof, which is the result of honest mistake or inadvertence.

### **Section 4.**

- (a) Employer contribution payments to the Funds is due and to be made at the end of each work month, but no later than the twentieth (20th) day of the following month, after which date the payment will be considered late.
- (b) Employer contribution payments received after the thirtieth (30th) day from the date such contributions were due will be Delinquent Contributions. The Employer will be considered a Delinquent Employer.

If an Employer is a Delinquent Employer, he shall pay to each Fund, interest charges at a rate to be determined from time to time by the Board of Trustees of the Funds, computed

upon the entire sum owed to each Fund for each thirty (30) day period or fraction thereof that the Employer is a Delinquent Employer.

- (c) As the failure of a Delinquent Employer to remit timely payment of contributions imposes additional accounting, handling and administrative expenses upon each of the funds, each Delinquent Employer shall pay as liquidated damages a sum to be determined from time to time by the Board of Trustees of the Funds for each thirty (30) day period or fraction thereof that the employer is a Delinquent Employer.
- (d) In addition to the foregoing interest charges and liquidated damages due, such Delinquent Employer shall pay all legal costs, including fees of attorneys representing the Funds, and all auditing fees, including fees of accountants, actually incurred in the collection of such delinquent contributions, and all miscellaneous direct and indirect costs to the Funds resulting from the Employer becoming Delinquent Employer.
- (e) In the event the Employer is delinquent, the Union shall have the right to remove all of the Employer's Employees until such time as the Employer is no longer a Delinquent Employer.
- (f) Employees removed by the Union in accordance with this Section of the Agreement to enforce payment by a Delinquent Employer to the Funds shall be paid by the Employer for all time which the Employees did not work, at the straight-time hourly wage rate. In addition, Employer contributions shall be due the Funds for all such time paid each Employee.
- (g) The Union signatory hereto shall have the right not to permit any Employer who has been declared a Delinquent Employer and/or whose Employees have been removed in accordance with this Section of the Agreement, to employ any Employees represented by the Union in any of the territorial jurisdictions of the Union until the requirements for restoration of the Employees and payment of contributions, interest charges and liquidated damages have been satisfied.

#### **Section 5.**

- (a) The Trustees may require any Employer who has not been signatory to this Agreement or to an Independent Agreement for two (2) consecutive years, or any Employer whose Employees have been removed in accordance with Article VII, Section (4), of this Agreement, or who is or has been a Delinquent Employer for a total of sixty (60) days or more within any twelve (12) month period, to furnish a surety bond, or a cash deposit escrowed with the Trustees, in a sufficient amount to protect the Funds against the failure of the Employer to make any payment due currently or in the future under the terms of this Agreement.

- (b)** In the event the Trustees require a surety bond of such Employer, said Employer shall furnish to the Trustees of each Fund, a bond with reputable surety thereon:
1. With the Trustees as obligees thereunder; and
  2. In an amount determined by the Trustees which is consistent with known future obligations of such Employer; and
  3. Containing a notice provision to the Trustees which is acceptable by the Trustees and consistent with the purpose of such surety bond.
  4. The effective date, duration and termination date of such surety bond.
  5. The surety bond shall be underwritten by an insurance company licensed to conduct business in the State of Rhode Island and the contractual provisions of such surety bond has been filed and approved by the Insurance Commissioner for the State of Rhode Island.
- (c)** In the event the Trustees require a cash deposit, such Employer shall furnish to the Trustees of the Fund, a cash deposit of money to be escrowed by the Trustees in an amount determined by the Trustees consistent with known future obligations of such Employer.
- (d)** An Employer shall be relieved of the responsibility of providing a surety bond or cash deposit if such Employer renders full payments on time for a consecutive period of twelve (12) calendar months subsequent to the date such requirement of a surety bond or cash deposit is made to the Trustees. Said cash deposit to be returned with interest.

#### **Section 6.**

- (a)** When the Trustees deem it appropriate and necessary and upon written notice to an Employer by certified mail, return receipt requested, the Employer will pay all fringe benefit contributions on a weekly basis.
- (b)** If the initial payment, subsequent to such written notice by the Trustees requiring weekly payments, is not made within four (4) working days from the date such certified notice is received by the Employer; and
- (c)** If the Employer's weekly fringe benefit contributions, subsequent to the initial weeks payment, are not received at the Fund's Office on or before Thursday of each succeeding week for the prior payroll week; or

- (d) If the Employer refuses to remit fringe benefit contributions on a weekly payment schedule in accordance with the provisions of the Article VII, Section 6. of this Agreement, the Employer shall be deemed a Delinquent Employer.
- (e) The Trustees and the Union shall immediately exercise the rights provided under Article VII, Section 4. of this Agreement without the requirement of further written notice to the Delinquent Employer.

#### **Section 7.**

- (a) To facilitate the Trustees' determination of the accuracy of all reports and contributions made by Employers and to comply with the Trustees fiduciary obligations as mandated by the Pension Reform Act of 1974 and the Multi-Employer Pension Plan Amendments Act of 1980, the Trustees or their representative(s) shall have the right, upon reasonable notice to be determined by the Board of Trustees to conduct an audit of the Employer's records.
- (b) The provisions of Article VIII, Section 7 of this Collective Bargaining Agreement shall be administered and enforced in accordance with the rules and regulations of the Agreement and Declaration of Trust applicable to the Health-Welfare, Pension and Annuity Funds and the Fringe Benefit Fund Collection Plan established by the Board of Trustees for the Trust Funds of the Union, listed in Article VII, Section I, A through D, inclusive in this Agreement, as now in effect and as amended from time to time hereafter.

#### **Section 8.**

- (a) The Union, Association and/or any Employer who is signatory to the Collective Bargaining Agreement shall appoint Trustees to exercise the power and perform the fiduciary duties and obligation of each Trust in accordance with the terms and provisions of the Union's Trust Agreements and any amendments thereto, governing the Funds and further agrees to be bound by all actions taken by the Trustees pursuant to the provisions of the Agreement and Declaration of Trust applicable to the Trust Funds of the Union.
- (b) A Union Trustee shall not be a principal in the contracting business. An Employer Trustee may be a member of the Bricklayers and Allied Craftsmen Local 3.
- (c) Individual Employer Trustees shall serve at large and it is not required that the Employer Association appoint an Employer Trustee to serve as representative of the Employer Association who is a party to the Collective Bargaining Agreement. All Employer Trustees shall have a current active interest in the union masonry industry. Consistent with Article X, Section 1 of this Agreement, Employer Trustees shall not be an officer or principal of a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer Trustee has either directly or indirectly, a significant

degree of ownership, management or control, when said contracting firm is not signatory to this Agreement.

**Section 9.**

Not later than July 30th of each year, the Union shall certify in writing to the Administrator of the Funds and the Association signatory hereto, the names and addresses of each Employer bound to this Agreement. The Union shall, within ten (10) days of a contractor becoming an Employer, give written notice of such fact to the above parties.

**Section 10.**

Notwithstanding any termination or cancellation of this Agreement, the obligations of the parties set forth herein shall be deemed continuous, pending negotiations of a new Agreement or Declaration of Trust Agreement for each fund.

**ARTICLE VIII**

**Travel Expenses**

**Section 1.**

There will be a free zone for all work performed within the geographical boundaries of the State of Rhode Island except for work performed on the Island of Block Island. For all work performed outside the geographical boundaries of the State of Rhode Island, travel will be reimbursed at a rate of fifty cents (.50¢) per mile round trip for an individual who uses his vehicle for transportation. If more than one individual is riding in the vehicle, only the driver will be reimbursed. Also, if the company provides a vehicle to be used for transportation, no travel allowance will be paid to Employees using the company's vehicle for transportation.

**Section 2.**

Employees who are sent to work outside the State of Rhode Island, and who require room and board accommodations, shall have such expenses paid by the Employer at a minimum rate of seventy dollars (\$70.00) per day, seven (7) days a week. If an Employee drives his personal automobile to such job, the Employee will be paid at a rate of fifty cents (.50¢) per mile for the trip to the job and for the return trip at the end of the job. In the event an Employee is sent on a day-by-day basis and no room and board is involved, the Employee will receive the fifty cents (.50¢) per mile for the use of his vehicle. Mileage for this purpose shall be calculated starting from the Providence City Hall.

Should the living expenses, namely room and board only, be greater than allowed, the Employee, before he may receive additional expenses, must show on a weekly basis all costs

incurred and make a statement to the fact that all attempts have been made by him to keep with the agreed allowance.

**Section 3.**

Employees who are sent to work outside the State of Rhode Island shall be paid for the extra travel expense at an amount equivalent to the straight time rate, but not exceeding eight (8) hours in any one (1) twenty four (24) hour period, for his/her extra transportation and subsistence expenses.

**Section 4.**

Employees who are sent by an Employer to a jurisdiction where the rate of pay is in excess of that in Article IV of this Agreement shall be compensated at the higher rate.

**Section 5.**

Tile Layers, Marble Masons and Finishers reporting for work upon request or implied request by an Employer and not put to work for any reason except inclement weather or other conditions beyond the Employer's control, shall be compensated three (3) hours pay. This shall include traveling expenses if applicable.

**Section 6.**

The Employer shall compensate an Employee for all tolls for bridges, freeways, and turnpikes upon submission of receipts. Where bridges, freeways and turnpikes are used, mileage shall be compensated from the Providence City Hall. The Employer reserves the right to determine the route of travel.

**Section 7.**

When an Employee is working in Newport or the Island of Jamestown, the Employer must pay bridge tolls, to travel over the bridge. Payment should be made to drivers only.

**Section 8.**

On jobs over ninety (90) miles from Providence City Hall, the Employer agrees to pay the room and board allowance, in advance, for the first week of work, if requested by an Employee.

**Section 9.**

The Employer agrees to carry Workers Compensation Insurance for its Employees and appropriate insurance for using their automobiles as transportation, which has been authorized by the Employer.

## **Section 10.**

An Employee working in the area commonly recognized as Downtown Providence and East Side shall be reimbursed once a week for parking in the parking lot within the closest proximity of the jobsite at the current rate of the garage per day upon presentation of his parking receipts. Such reimbursement shall be made to drivers only.

## **ARTICLE IX**

### **Hours, Holidays, Overtime**

#### **Section 1.**

Eight (8) hours shall constitute a day's work, performed between the hours of 8:00 a.m. and 12:00 noon, 12:30 p.m. and 4:30 p.m., on Monday, Tuesday, Thursday and Friday, making forty (40) hours which constitutes a week's work.

#### **Section 2.**

In the event that particular operation may requests permission to deviate from the above hours within the hours of 6:00 a.m. to 5:30 p.m., such permission may be granted by the President/Secretary-Treasurer of Union.

#### **Section 3.**

### **Shift Provisions**

Shift Work may be permitted under the following conditions:

- a. Where a job has more than one (1) eight (8) hour shift in one (1) twenty-four (24) hour period, Employees will not be permitted to work more than one (1) shift in any one (1) day.
- b. All Employees on shift work shall receive a full normal work day's pay.
- c. Seven and one-half (7-1/2) hours work shall constitute the shift period during the second shift and seven (7) hours work during the third shift. There shall be one-half (1/2) hour meal period at the midpoint of the second and third shift.
- d. Where no third shift exists, time worked beyond the end of the second shift shall be paid for at the overtime rate, specified in Article IX, Section 4.

- e. No shift work will be permitted for less than three (3) consecutive regular working days.
- f. Shift conditions and wages shall apply to alteration work in occupied areas without the requirement that work be performed during the regular work day, provided a written shift permit is issued by the Union.
- g. When an Employer wishes to work an Employee for the second or third shift periods, he shall notify the Union in writing within twenty-four (24) hours prior to the shift so that proper arrangements can be made.
- h. In the case of a second and/or third shift, for the purpose of fringe benefit computations, each Employee who works a full shift shall be considered to have worked eight (8) hours.
- i. Consistent with Article VIII, Section 6, there will be two breaks per shift.
- j. No Employee may perform work on a second or third shift if the Employee has performed work that day during the regular working hours.

#### **Section 4.**

Overtime shall be paid at time and one-half the hourly rate for the first two (2) hours worked outside of the established normal work day Monday through Friday and double the hourly rate for all additional hours worked in the work day Monday through Friday. Time and one-half the hourly rate shall be paid on Saturday, for work during the established normal work day and double the hourly rate for additional hours worked on Saturday, double the hourly rate shall be paid for all hours worked on Sundays and Legal Holidays.

In the event a double time hourly wage rate is paid to an Employee who is working for another craft contractor on a project, then the Tile-Marble Mechanics and Finishers will be paid the double time hourly wage rate for all overtime work performed for the duration of the project.

#### **Section 5.**

The Legal Holidays are as follows: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and VJ Day.

#### **Section 6.**

No work shall be performed on Labor Day unless to protect property and life or in the case of extreme emergency.

**Section 7.**

The above listed Holidays are the only Holidays recognized under this Agreement. Should any Employer observe any other Holiday (s) by shutting down the job on said day, each Employee employed on the job who cannot be employed elsewhere by Employer on said day, shall be paid eight (8) hours pay for that day. Such alternate employment will be equally divided among the Employees on the job.

**Section 8.**

If any of the Holidays fall on Sunday, they shall be observed on the following Monday.

**Section 9.**

If an Employer or his Foreman or agent request an employee or hires an employee at the job site and fails to start them after their arrival on the job, either all or some of them, then the employees not started shall be paid four (4) hours pay for the inconvenience, except when the failure to start the employees is due to bad weather or other unforeseeable conditions beyond the Employer's control which makes it impossible to perform work covered by this Agreement.

**Section 10.**

When brass or time check is used on a project and the job is large enough, a special window will be provided for the Employees to return their brass at the end of the day.

**Section 11.**

Employees shall be allowed (5) minutes before quitting time for securing their tools at night.

**Section 12.**

Employees working outside the established working hours performing such duties as preparing job assignments, loading vehicles, etc., shall be compensated the proper hourly wage.

**Section 13.**

For the purpose of determining compliance with this Agreement, the President, Field Representative, or Steward of the Union, shall have the right to inspect payroll checks on the job site.

**Section 14.**

There shall be only one (1) hourly rate of wages paid to Journeymen Tile Layers and Marble Masons and Finishers on the same job.

When an Employer violates this Agreement's scale of wages by paying a higher rate of pay, the Employer shall be obliged to pay the higher rate of pay to all Tile Layers and Marble Masons and Finishers employed on the job. The higher wage rate shall continue in effect until the completion of the job and in no event can the rate of wage so established be reduced on that job

**ARTICLE X**

**Contractors and Contracting**

**Section 1.**

**Work Preservation**

1. Purpose

All applicable work in the Rhode Island territorial jurisdiction of Local No.3 shall be performed under the terms of this Agreement.

2. Procedure

The Employer agrees that no evasion of the terms, requirements, and provisions of this Agreement will take place. In order to prevent any device or subterfuge to avoid the protection of this Agreement and in order to preserve the protection of this Agreement and in order to preserve work, it is hereby agreed as follows: If and when the Employer shall perform any job site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners or stockholders, exercise either directly or indirectly, (such as through family members) any significant degree of management, control or ownership, the terms and conditions of this Agreement shall be applicable to all such work. The Employer also agrees that whenever it fabricates, cuts, carves or otherwise produces products in its shop, factory or other facility owned or managed by it, which are included in the Craft Jurisdiction described in Article II, it shall restrict the installation of such products on any jobsite solely as Employers as defined in this Agreement.

### 3. Remedy

All charges of violations of Paragraph (2) of this Section shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XVIII of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article XVIII is empowered at the request of the Union, to require an Employer to (1) pay to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such Employees as a result of the violations, and (2) pay into the affected joint Trust Funds established under this Agreement any delinquent contributions to such Funds which have resulted from violations. Provisions of this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section, nor does it make the same or other remedies unavailable to this Union for violations of other sections or other articles of this Agreement.

If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint Trust Funds to institute court action to enforce an award, successfully defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus costs of the litigations, which have resulted from the bringing of such court action.

#### **Section 2.**

The Employer agrees not to subcontract any work covered by the terms of this Agreement which is to be performed at the job site (construction, alteration or repair of a building or structure) except to an Employer who is signatory to an Agreement with the Union or the International Union or who agrees in writing prior to or at the time of execution of the subcontract to be bound by the terms of this Agreement.

#### **Section 3.**

When the Employer has any work specified in Article II of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by an Agreement with another affiliate of the International Union of Bricklayers & Allied Craftworkers, the Employer agrees to abide by the full terms and conditions of the Agreement in effect in the jobsite area. Employees covered by this Agreement who are sent to projects outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Article IV of this Agreement but in no case less than the established minimum scale of the Local Agreement covering the territory in which such work is being performed plus all contributions specified in the jobsite Local Agreement. The Employer shall in all other matters be governed by the provisions established in the jobsite Local Agreement. If Employees are sent to work on a project in an area where there is no Local Agreement covering the work specified in Article II of this Agreement, the full terms and conditions of this Agreement shall apply.

#### **Section 4.**

All Employers starting work covered by this Agreement shall notify the Union by telephone five (5) working days before work is to commence. If the Employer has difficulty in contacting the Representative of the Union, the Employer shall send a facsimile, e-mail or telegram to the Union outlining the scope of the work and manpower requirements.

#### **Section 5.**

It is agreed that upon a written request of either party, a pre-job conference shall be held at least five (5) days prior to the commencing of work. It is further agreed that the Union may request and hold a joint pre-job conference with the Prime Contractor and/or Subcontractor on an individual basis wherein the following items will be discussed: Work Schedules and Questions of jurisdiction and assignment of work.

It is understood that no agreement may be made at the pre-job conference which will, in effect, change, modify or abrogate the Agreement in effect between the parties hereto.

#### **Section 6.**

In the event a subcontractor fails to pay wages to Employees, the prime Employer that subcontracted the work shall be responsible for the Employee's wages for work performed on his jobsite.

An Employer who subcontracts work covered by this Agreement shall be responsible for a subcontractor's payments and arrears of fringe benefit fund contributions to all the respective Trust Funds for work performed on his jobsite.

#### **Section 7.**

The officers of a corporation and the owner(s) of a company shall be responsible for the payments of all hourly Employer contributions to the respective Trust Funds listed in this Agreement

### **ARTICLE XI**

#### **Shop Stewards**

##### **Section 1.**

The President/Secretary-Treasurer or Field Representative shall furnish a shop steward for all jobs within the jurisdiction of the Agreement.

## **Section 2.**

The Foreman is the first one on the job, second journeyman shall be the temporary shop steward until the Union Representative has the appropriate time to furnish the shop steward for the project. The shop steward will be subject to the directions of the Union who may replace the steward for just cause.

## **Section 3.**

A Shop Steward must report the project to the membership at the Local Meeting. Any Steward, who misses two (2) consecutive meetings without just cause, may be removed from their position as Shop Steward by the President or Field Representative. Stewards shall not be moved from one project, to another, without the permission of the President or Field Representative.

## **Section 4.**

Shop Stewards shall not be hindered or interfered with in their performance of Employee representation, or any grievance investigation. The Shop Steward, in performance of his duties, shall be the last Employee on the job, other than the Foreman. All stewards shall be qualified craftsmen and shall perform the work of their craft.

## **Section 5.**

When a Shop Steward is required to testify at an Arbitration, the Employer if found guilty, will pay the cost of lost wages and benefits.

# **ARTICLE XII**

## **Foremen**

### **Section 1.**

Foremen having the authority to exercise supervisory functions are recognized as the Executive Representative of Management. Foremen shall be practical Mechanics in the branch of trade over which they exercise supervision and members of the International Union of Bricklayers & Allied Craftworkers.

### **Section 2.**

On any job of any type including repair work, where six (6) or more Employees are employed, a Foreman shall be paid twenty percent (20%) over the journeyman rate of pay during the regular hours of the work week from Monday through Friday to include no

lost time for Holidays or inclement weather. All Foremen shall be guaranteed a forty (40) hour week at Foreman's wages and forty (40) hours of paid fringe benefits.

**Section 3.**

Only Journeymen Mechanics and Finishers' Foremen shall give instruction to the Employees.

**Section 4.**

Deputy Foremen, when appointed by an Employer shall be paid one dollar (1.00) per hour above the Journeyman rate of pay.

**Section 5.**

It shall be the function of the Foreman to instruct the Employees what he wants done, how he wants it done and see that the work is properly done. The Foreman shall be responsible for the placement of the Employees, assignments of their tasks and maintaining safe working conditions, as well as planning for the effective execution of the work. When required the Superintendent shall give instructions to the Foreman. The Foreman in turn shall then give the instructions to the Employees.

**Section 6.**

Effective July 1, 2019, all foreman shall complete the OSHA 30 Hour Certification Program in Construction.

**ARTICLE XIII**

**Terms of Employment**

**Section 1.**

In order to maintain a sufficient number of skilled craftsmen for the area, and in conjunction with area practices, as established over the years, it shall be part of this Agreement that in all operations within the Rhode Island jurisdiction an equitable amount of Employees covered by this Agreement will be apportioned by the Employer in accordance with the following formula:

- A. The foreman shall be designated by the Employer.
- B. The next five (5) Journeymen shall be Local Union area Journeymen, one of who will be designated as Shop Steward by the Union.
- C. The sixth (6<sup>th</sup>) Journeyman may be from another area.

- D. All additional Journeymen shall be apportioned on the basis of a ratio of five (5) Local Union area Journeyman to one (1) journeyman from another area.
- E. Any Contractor violating the ratio for Journeymen or Apprentices shall pay double the hourly rate for affected members, after the second offense.
- F. When a layoff occurs, Journeymen who are members of another Chapter other than the Rhode Island Chapter covered by the terms of this Agreement shall be the first to be laid off. This clause shall not apply to the continued employment of Foremen.

## **Section 2.**

In order to advance job opportunities and foster the growth of the unionized tile and marble industry for Employers and Employees collectively, and to protect BAC's craft jurisdiction, the Union may exempt or modify the provisions(s) of Article XIII Sections 1 (A) through (F) on a project by project basis as it deems necessary.

## **Section 3.**

No Employees shall be terminated or subject to discipline without just cause.

## **Section 4.**

Employees other than Foremen covered under this Agreement, shall not be required to check units or measure or count any amount of work performed during the day or any day of the workweek.

## **Section 5.**

The Employer shall provide cold, sanitary drinking water and cups, in the immediate working station of the Employees all year round. Any container used to distribute drinking water shall be clearly marked as to the nature of its contents and not used for any other purpose. The common drinking cup is prohibited.

## **Section 6.**

During the morning working hours and afternoon working hours, at a time selected by the Employer, an Employee of any craft designated by the job Superintendent shall obtain coffee, provided it is readily available at the jobsite, for each Employee who desires it at their expense.

**Section 7.**

When Finishers work with epoxy grout they shall receive one dollar fifty cents (\$1.50) per hour in addition to the Journeyman rate of wages.

**Section 8.**

If allowed by the general contractor, the Employer shall provide a suitable lock box for the exclusive use of Mechanics and Finishers to store and secure personal tools and clothing.

When the tools of an Employee are stored on the job site during non-working hours, at a place designated by the Employer, under lock and key, and there is loss thereof because of fire and theft by forcible entry, with clear evidence of such entry; the Employer shall be responsible for the replacement of such tools to a maximum of five hundred dollars (\$500.00) provided the Employee executes a form, which is provided by the Employer on the first day of employment setting forth a list of tools the Employee has on the site and furnishes immediately to the Employer, a list of said tools destroyed by fire or loss by theft, given under oath.

**Section 9.**

There shall be no lost time on the day of injury or on the day or days during the term of his employment when an Employee is requested by the attending doctor or the Employer's Insurance Company to return for treatment for an injury received on the Employer's job.

The Employer shall report all lost-time injuries to the Union as soon as possible. A copy of the accident report will be forwarded to the Union.

**Section 10.**

Any Employee reporting for work on any shift, subject to first hire, who is not put to work, shall receive three (3) hours show up time unless notified not to report the day before by the Forman or Employer.

**Section 11.**

All special tools required by the Mechanic, including but not limited to, cutting blades, buffing-polishing-cleaning pads, angle grinders, wet saw, straight edge, lasers, electric extension cords and lights shall be furnished by the Employer.

All working tools, including but not limited to, mixing drills, mixing paddles, electric extension cords and lights, hoes, shovels, buckets, screens, sponges, grouting clothes,

which are necessary for the Finisher to properly perform his work shall be furnished by the Employer.

#### **Section 12.**

When the Employees in a particular project are sent home for any reason, the foreman and the shop steward may be allowed to remain on the job and work. If a third Employee becomes necessary, an apprentice may be allowed to work. If there is more than one (1) apprentice working on the project, the Employer and the Union shall mutually agree on an alternation system.

#### **Section 13.**

A minimum of one Mechanic and one Finisher shall work as a team in lifting and laying all tile floor units 3' x 3' or larger, whether ceramic, porcelain, quartz, agglomerate, thin panel, marble and other natural stone.

#### **Section 14.**

When Employees are employed on conventional mortar installations, there shall be one Finisher for each Mechanic. On all other types of installations, the number of Finishers shall be at the discretion of the Employer, but at least one Finisher shall be employed on the project at all times.

### **ARTICLE XIV**

#### **Safety**

##### **Section 1.**

The Employer agrees to conform to all rules and regulations prescribed by the Occupational Safety and Health Act (OSHA) and applicable Rhode Island Safety Laws.

##### **Section 2.**

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

The only exception to this provision will be when the Union and Employer determine that

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

### **Section 3.**

The Employer will provide rubber gloves, an apron, boots, goggles or glasses and other equipment necessary for operation of a wet saw.

### **Section 4.**

Paper dust masks are prohibited from use at the trade, unless they conform to OSHA Standards for the work assignment.

### **Section 5.**

A First Aid Kit shall be easy accessible in the Employer's trailer or the Employee's shed.

### **Section 6.**

The personal use of a cell phone during working hours will be prohibited. This does not include the morning or afternoon coffee breaks or the lunch period. Emergency calls to an individual will be processed through the job Superintendent or field office as they always have been.

### **Section 7.**

The Employer shall have a telephone on site, where Employees may use it in case of emergency.

### **Section 8**

Employees who work on jobs and expose themselves to extreme temperatures or work with black mastics or any other materials that may be injurious to their health, shall be allowed sufficient time to wash up before eating lunch and before quitting time. All cleaning materials shall be furnished by the Employer.

### **Section 9.**

When Employees are working with an epoxy or other hazardous chemicals, the Employer agrees to furnish them with a reasonable amount of suitable protective clothing, cream, masks, etc. as required by State and Federal Safety Laws.

## **Section 10.**

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

## **Section 11.**

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

## **Section 12.**

Dry masonry saws shall be equipped with an exhaust fan, a vent including an exhaust fan to the outside of the building. Employees working on saws must be furnished goggles, respirator and other safety equipment as may be required by OSHA.

## **Section 13.**

All planks on rolling staging shall be cleated at both ends of the plank.

# **ARTICLE XV**

## **Apprenticeship and Training**

### **Section 1**

Each Employer subscribes to and agrees to be bound by the Bricklayers & Allied Craftsmen Local 3 Apprenticeship and Training Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of the Trust Agreement.

### **Section 2.**

Each Employer agrees to pay the amount specified in Article IV, to the Bricklayers and Allied Craftsmen Local 3 Apprenticeship & Training Fund for each hour paid to its Employees covered by the Agreement.

### **Section 3.**

The payments provided for in Article IV are to be reported on the same form, paid in the

same manner and included in the same check as all Fund payments provided for in the Agreement.

**Section 4.**

The Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund shall be administered by a Board of Trustees, with the Union and Employer Trustees having equal voting power.

**Section 5.**

The Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund shall be used exclusively for the recruitment, training and education of apprentices and journeymen upgrading, for the administrative expenses of the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund and for the annual apprentice contest.

**Section 6.**

All parties agree to comply with the Standards of Apprenticeship as established by the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund for the training of bricklayer apprentices and/or journeymen upgrading, advancement and cross training.

**Section 7.**

All parties to this Agreement agree that all apprentices in the bricklayers and masons trade shall be indentured in the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund.

**Section 8.**

All questions of mutual concern that cannot be resolved by the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund shall be referred to the Plan of Arbitration as provided in Article XV of the Eastern Massachusetts Agreement.

**Section 9.**

The Employers agree to pay contributions for all benefits outlined in Article IV of this Agreement for all Apprentices.

**Section 10.**

Failure to contribute to the Fund shall be a violation of this Agreement.

### **Section 11.**

Each Employer shall employ a ratio of one (1) apprentice to five (5) journeymen employed by the Employer when indentured apprentices are available and assigned to the Employer by the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund or authorized representative. In order to assure compliance, the Employer agrees to comply with a weekly reporting procedure.

No Employer shall lay off an apprentice for lack of work without giving at least a twenty-four (24) hour notice to the Local's authorized representative. Under the terms of this Section, a local apprentice shall be given preference in all cases.

### **Section 12.**

Apprentice Mechanics and Apprentice Finishers shall not be assigned to cleaning, stocking, mixing, waterproofing or other work assignments, which would decrease their time from grouting or installing tile and marble materials. A minimum of twenty-five (25) hours per week laying or finishing tile or marble is required to ensure proper training.

### **Section 13.**

An apprentice may operate the saw and other cutting tools under the supervision of a Shop Steward or Foreman. The apprentice shall not perform other work which is not directly associated with the trade.

### **Section 14.**

The hours of work for apprentices shall be the same as the Journeymen employed on the jobsite.

### **Section 15.**

The Foreman in charge of the work shall be responsible for the training of apprentices.

### **Section 16.**

If the apprentice does not have satisfactory attendance at school and work progress, as determined by the Joint Committee, the apprentice shall be subject to such actions deemed necessary by the Committee.

### **Section 17.**

Apprentices shall be required to attend related instruction classes for a minimum of one hundred forty four (144) hours per year, each year of their apprenticeship. Hours spent in related instruction shall not be paid for as such.

**Section 18.**

In case of failure of any apprentice to fulfill their obligations as to school, attendance and conduct, without due cause, the Joint Committee shall take necessary disciplinary action.

**Section 19.**

The wage rates of apprentices shall be the following percentage of the Journeymen Tile Layers, Marble Masons and Finishers rate of wages for each period of apprenticeship:

<b>Apprenticeship Period</b>		<b>Wage Rate</b>	
1 <sup>st</sup>	1000 hours	50%	of the Journeyman's rate
2 <sup>nd</sup>	1000 hours	60%	of the Journeyman's rate
3 <sup>rd</sup>	1000 hours	70%	of the Journeyman's rate
4 <sup>th</sup>	1000 hours	80%	of the Journeyman's rate
5 <sup>th</sup>	1000 hours	90%	of the Journeyman's rate

**Section 20.**

No Employer shall lay off an apprentice for lack of work without giving at least twenty-four (24) hours prior notice to the President or Field Representative of the Union. If an Employer fails to provide at least twenty-four (24) hours notice either by fax and or by phone prior to laying off an Apprentice, the Employer shall pay the laid off Apprentice eight (8) hours of pay plus fringe benefit contributions. If job conditions arise beyond the Employer's control relative to a job slowdown, the Employer shall only be obligated to provide notice to the President or Field Representative by the end of the workday in which the Apprentice is laid off.

**Section 21.**

There will be no reciprocity with other States concerning employment of Apprentices while Rhode Island indentured Apprentices are available.

**ARTICLE XVI**

**International Masonry Institute**

**Section 1.**

The Masonry Industry in the United States and Canada has great and definable needs in the field of Apprenticeship and Training, Advertising and Promotion, Research and Development, and Labor/Management Relations which must be met if the industry is to grow and prosper. The parties to this Agreement believe the International Masonry Institute is the most effective and efficient instrument for

meeting those needs because it offers the greatest possibility of integrating activities in these program areas in an effective manner and coordinating them through a single regional/international system.

## **Section 2.**

Each Employer agrees to pay to said Fund the amount set forth in Article IV Wages and Fringe Benefits for each hour paid to each Employee covered by this Agreement. Payment shall be reported and paid monthly along with the other contributions as provided in this Agreement.

## **Section 3.**

The payments required above shall be made to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, 14 March 1981 as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, 22 July 1970) and/or to the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, 6 November 1974).

The parties jointly agree to be bound by and to the above-stated Agreements and Declaration of Trusts and any amendments thereto.

## **Section 4.**

Failure to contribute to the Fund shall be a violation of this Agreement.

# **ARTICLE XVII**

## **Market Recovery Fund**

### **Section 1.**

The Employer agrees to pay an hourly contribution specified by the Union for all hours paid to each Employee covered by the terms of this Agreement to the Jointly Administered Market Recovery Fund known as the Rhode Island Bricklayers Market Recovery Fund. The Employer also agrees to pay any additional increase in contributions to the Rhode Island Bricklayers Market Recovery Fund which shall be determined by the Union from any of the incremental monetary increases due in accordance with the terms of this Agreement upon timely notification to the Association and signatory Employers.

## **Section 2.**

Contributions will be paid to the Fund no later than the twentieth (20<sup>th</sup>) day of each and every month for all hours worked by Employees up to the end of the last complete payroll period of the preceding calendar month.

## **Section 3.**

The Fund will be used to help obtain employment as provided for in the Trust Agreement.

# **ARTICLE XVIII**

## **Arbitration**

### **Section 1.**

- 1) Both parties to the Agreement agree to settle all disputes pertaining to or arising out of this Agreement, through the grievance procedure outline below.

#### Step 1 – Grievance and Meeting

The party aggrieved shall notify the other party not later than sixty (60) days following the occurrence of the action giving rise to the grievance or the date the grievant became aware of the cause of the grievance in writing, and a meeting involving a representative of the Union and a representative of the Employer to consider and to act upon the matter, shall take place within five (5) days.

#### Step 2 – Arbitration Board

If the grievance is not settled at the meeting outlined in Step 1 above, then the grievance shall be referred to a committee of not more than four (4) individuals appointed as an Arbitration Board and consisting of two (2) members from the Union and two (2) members from the Association. Each side shall have equal voting power. The Arbitration Board shall meet to consider and act on the matter within (30) days. The decision of such Arbitration Board shall be final and binding on both parties. The Arbitration Board shall make its decision with 72 hours.

#### Step 3 – Independent Arbitrator

In the event the Arbitration Board is unable to arrive at a decision, the matter in dispute shall be referred to an independent arbitrator chosen by the parties, whose decision shall be final and binding. If an impartial arbitrator cannot be agreed upon by the parties within five (5) days, the arbitrator shall be appointed by the American Arbitration Association and the arbitration shall be conducted under the

Voluntary Labor Arbitration Rules of the American Arbitration Association and the decision of the arbitrator shall be final and binding on both parties.

The Board of Arbitration or the independent arbitrator chosen by the parties or appointed by the American Arbitration Association shall not have the power to add to, subtract from or modify any terms of this Agreement. The cost of the Arbitrator shall be borne equally by both parties.

The term "days" as used herein refers to working days. All time deadlines set forth herein may be extended by agreement between the Union and the Association. Any dispute as to jurisdiction or work will be adjusted pursuant to the rules and regulations of the National Joint Board for the Settlement of Jurisdictional Disputes in the Building and Construction Industry then in effect and the party of the first (1<sup>st</sup>) part agrees to be bound by such rules and regulations.

- 2) The Employer, if found to be in willful violation of Article X, Section (1) by the Arbitration Board, shall bear all attorney's fees, sheriff costs, accounting costs, and the court costs incurred.

- 3) Authorization to Remove Employees

If the Arbitration Board or Arbitrator issues an Award and assesses damages, and the Award is not adhered to or the damages are not paid within ten (10) days of receipt of the Arbitration Board or Arbitrator's Award, the Union is authorized to remove all Employees from all jobs of the contractor involved in the infraction.

- 4) Addition of Legal Expenses to Damages

If the Arbitration Board or Arbitrator issues an Award and assesses damages, and the Award is not adhered to or the damages are not paid within ten (10) days of receipt of the Arbitration Board or Arbitrator's Award, and the prevailing party is forced to take legal action to enforce the Arbitration Board or Arbitrator's Award, attorney's fees and court costs for said legal action will be added on the damages plus interest in the amount of 2% above prime rate per month or any higher amount allowed by law or regulation. Interest will be calculated from the date ten (10) days after receipt of the Award.

- 5) Court Enforcement and Legal Fees

The Union and other interested parties may enforce an award of the Arbitration Board or Arbitrator in any court of competent jurisdiction. Such court enforcement may be undertaken even though the Union is simultaneously withholding Employees from the offending Employer and even though the Union or any other party is simultaneously undertaking any other action to secure compliance with the Award.

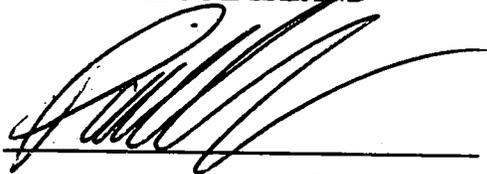
- 6) Nothing contained herein shall require the Union to process an Employee Grievance which, in its opinion, would be without merit, and no Employee shall have the right to arbitrate a grievance should the Union deem it without merit

**ARTICLE XIX**

**Term of Agreement**

This Agreement will expire on August 31, 2023, but if neither party to this Agreement gives notice in writing to the other party on or before July 1, 2023, that they desire a change after August 31, 2023, then this Agreement will continue and remain in full force and effect until August 31, 2024, and so on from year to year, until such notice has been complied with.

**TILE AND MARBLE  
ASSOCIATION OF  
RHODE ISLAND**



**BRICKLAYERS & ALLIED  
CRAFTSMEN LOCAL 3  
RHODE ISLAND**



**SCHEDULE A**

**TILE AND MARBLE CONTRACTORS  
ASSOCIATION OF RHODE ISLAND**

**Roman Tile and Terrazzo Company, Inc.**

**Ruggieri Brothers, Inc.**

## SCHEDULE B

### MEMORANDUM OF UNDERSTANDING

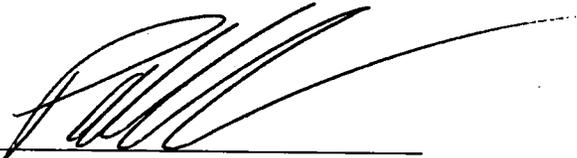
#### Special Construction Provisions

The Parties recognize the need for fair competition on all construction work performed by contractors to assure community standards as provided for in this Collective Bargaining Agreement.

Therefore, no later than five (5) days of the bid date of any job that comes within above category or during negotiations for a job, the Employer or Association may request a pre-bid conference for the purpose of analyzing any difficulties which he may have bidding said job. The request shall be diverted to the President/Secretary, Treasurer of the Union. In the event an agreement is reached the terms will be reduced to writing and reasonable efforts will be made to advise the Tile and Marble Contractor Association of the Agreement, including other Signatory Contractors who are bidding on the job that the Union is aware of.

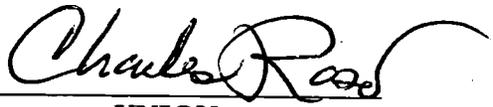
The Union recognizes the threat of unfair competition and threats from others on its craft jurisdiction and will do all that is possible to promote a Union Employer, including holding pre-bid and/or pre-job conferences on an individual project basis, to mutually agree on ways to enable the Employer to be more competitive against unfair competition.

It is expressly understood that no modification or deviation may be made from the existing Collective Bargaining Agreement except by mutual agreement of the parties. It is further understood that no matter arising hereunder shall be subject to arbitration. It is the intent of the parties that his procedure will be utilized where circumstances warrant and that the Employer will not abuse this procedure.



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**EMPLOYERS**



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**UNION**