

TERRAZZO WORKER & TERRAZZO FINISHER AGREEMENT

September 1, 2016 through August 31, 2019

This Agreement is entered into by and between the Independent Terrazzo Contractor (hereinafter "Contractor") and Tile, Marble and Terrazzo Local No. 18 of California, affiliated with the International Union of Bricklayers and Allied Craftworkers, AFL-CIO (hereinafter "Union").

ARTICLE I

Recognition of Union

The Contractor hereby recognizes the Union as the sole and exclusive bargaining representative of all employees and persons employed to perform work covered by this Agreement. This recognition is extended to the Union pursuant to section 9(a) of the National Labor Relations Act, 29 U.S.C. § 159(a), as amended.

ARTICLE II

Territory

The conditions of this Agreement shall apply to the work covered by this Agreement performed anywhere in Southern California, inclusive of the following counties: Los Angeles, Orange, Ventura, Santa Barbara, San Bernardino, Riverside, San Diego, Imperial, Inyo, Mono, San Luis Obispo, and Kern, as well as the islands off of any of the foregoing counties.

ARTICLE III

Work Covered By This Agreement

Section 1. Terrazzo Worker/Mechanic. Marble, mosaic, Venetian enamel and terrazzo. Cutting and assembling mosaics. The casting of all terrazzo in shops and on jobs. All rolling of terrazzo work to be assisted by the helper, at the direction of the terrazzo mechanic.

All scratch coat on walls and ceilings where mosaic and terrazzo is to be applied shall be done by plasterers, with an allowance of not less than one-half inch bed to be conceded to mosaic and terrazzo workers.

All bedding above concrete floors or walls, the preparation, cutting, laying or setting of metal, composition or wooden strips and grounds and the laying and cutting of metal, strips, lath, or other reinforcement, where used in mosaic and terrazzo work, shall be the work of the mosaic and terrazzo worker to be assisted by the helper at the

direction of the terrazzo mechanic.

All cement terrazzo, magnesite terrazzo, Dex-O-Tex terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixtures of plastics composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz, ceramic colored quartz, and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substance used on walls, floors, ceilings, stairs, saddles, or any other part of the interior or exterior of the building, and also other work not considered a part of the building such as fountains, swimming pools, etc. Also all other substitutes that may take the place of terrazzo work shall be the work of the terrazzo mechanics, and they shall have the right to use all tools which are necessary in the performance of their work.

Cutting and assembling of art ceramic and glass mosaic comes under the jurisdiction of the mosaic workers and the setting of the same shall be done by tile layers.

Section 2. Terrazzo Helpers, Machine Operators and Finishers. It is hereby agreed that the established customs of the Terrazzo Industry as to laying, grinding, and handling of material by finishers shall be maintained. The handling of sand, cement, lime, marble chips, terrazzo and all other materials that may be used for terrazzo and mosaic work after being delivered at the building; or shop; the Terrazzo Helpers/Finishers/Finisher Improvers will assist the mechanic in the handling of pipes, wire, strips and rolling of all terrazzo floors and walls; preparing, mixing by hand or machine, and distributing all kinds of concrete foundation necessary and all scratch coat used for terrazzo and mosaic work and substitutes therefore, or any composition used for such purpose; also rubbing, grinding, (except that base grinding shall not be performed by Finisher Improvers) cleaning, scrubbing and waxing of all terrazzo floors, base and wainscoting when run on the building by hand or machine; also the use of the rake, shovel, come-a-long and broom will be the exclusive work of the Terrazzo Helpers/Finishers/Finisher Improvers. Delivery of all of the materials and/or equipment to the job site or the shop shall be the work of Terrazzo Helpers/Finishers/Finisher Improvers. Pick up of equipment, excess materials and marble slurry/slop (created by the grinding and finishing of the terrazzo installation) at the conclusion of the project or as needed on an ongoing basis shall be the work of Terrazzo Helpers/Finishers/Finisher Improvers.

The grinding of concrete floors, and the finishing of such floors by applying sealer or other similar material, regardless of whether or not additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish, shall be the work of Terrazzo Helpers/Finishers/Finisher Improvers.

The Contractor will be allowed to use ready mix concrete now as dry pack, if it so desires. The ready mix concrete is to be deposited either outside or inside of the building, where the Terrazzo Helpers, Finishers or Finisher Improvers will then by power buggy, wheelbarrow or disposing out of the truck shoot, take the ready mixed concrete to the site of installation. Terrazzo or any other composition is to be mixed by the Terrazzo Helpers, Finishers, or Finisher Improvers, and no ready mix terrazzo will be allowed to be used.

ARTICLE IV

Arbitration and Enforcement of the Agreement

Section 1. In order to correctly interpret, enforce or arbitrate this Agreement, a Joint Arbitration Board shall be established for said purpose. Said Joint Arbitration Board shall consist of three (3) members of the Contractors and three (3) members of the Union and each Party may have one member present to act as an observer. A Chairperson and a Secretary shall be elected from the Board. In cases where a paid secretary or court reporter is employed for a meeting, then each side shall jointly pay for the same or as determined by the Joint Arbitration Board. The quorum for conducting the business of the Joint Arbitration Board shall be one member from the Contractors and one member from the Union.

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

Section 3. If such endeavors fail to resolve the dispute within ninety (90) days after the dispute was first brought to the Joint Arbitration Board, it is agreed that the dispute shall be promptly submitted to an Impartial Arbitrator upon notification by certified mail to the Union or the affected Contractor of the Joint Arbitration Board's failure to resolve the dispute. The Union and the affected Contractor shall attempt to agree upon an Impartial Arbitrator. If they are unable to do so, an Impartial Arbitrator shall be selected from the Federal Mediation and Conciliation Service, which shall be requested to submit a panel of seven (7) names. Each party shall have the right to alternately strike a name from the submitted panel, and the remaining name shall be the Impartial Arbitrator.

Section 4. (a) The arbitration procedures shall be applied to any disputes which may arise between the Parties regarding interpretation, application, enforcement or alleged violation of this Agreement.

(b) Signatory Contractors who are members of the National Terrazzo and Mosaic Association, Inc., shall have the option of having their disputes resolved, after deadlock at the Joint Arbitration Board, by the National Officers or the Impartial Arbitrator as herein-above set forth.

(c) Pending resolution of any dispute by the Joint Arbitration Board, the National

Officers, or the Impartial Arbitrator, the Parties agree that the status quo at the time the dispute arose shall be maintained.

(d) The decisions of the Joint Arbitration Board, the National Officers or the Impartial Arbitrator shall be final and binding on the Parties. If any dispute is submitted to the Impartial Arbitrator, the costs of the same shall be borne equally between the parties, except as may otherwise be ordered by the Impartial Arbitrator.

Section 5. The Parties agree that they will meet at such mutually convenient times as are agreed upon to survey local conditions and begin negotiations for the purpose of formulating a new Agreement, pending the accomplishment of which this Agreement shall remain in full force and effect.

Section 6. The Joint Arbitration Board shall have the authority, after due notice of hearing, to determine any and all violations of this Agreement, including the issue of arbitrability, and to assess damages for same. All damages assessed shall be paid to the Trust Funds, the Union, or other injured person. A simple majority decision of the Joint Arbitration Board shall be final and binding. Each side on the Joint Arbitration Board shall have three (3) votes, regardless of the number of members in attendance. In the event a Contractor fails to comply with any decision of the Joint Arbitration Board, the National Officers or the Impartial Arbitrator, the Union shall have the right to take economic action against said Contractor, including but not limited to removal of the workers from the job, strike, picket or any other lawful economic action, except for a violation of the subcontracting provision (Article IV, Section 2), as to which judicial enforcement of the award shall be the sole and exclusive remedy. Should any party successfully sue to compel arbitration of a dispute under this Agreement or to confirm or enforce any award rendered by the Joint Arbitration Board, National Officers or the Impartial Arbitrator, or should any party successfully defend any award rendered by the foregoing against a suit to vacate or set aside such an award, that party shall be entitled to recover all of the attorneys' fees, accountants' fees, court costs, and other out-of-pocket expenses that it has incurred.

ARTICLE V

Non-Discrimination

The Contractor and the Union agree that each of them shall not discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, ancestry, political or religious opinions or affiliations, disability, medical condition, union membership or activities, and/or any other basis prohibited by the laws of the State of California and/or of the United States as they now exist for the protection against discrimination, or as those laws may be modified by judicial interpretation in the appellate courts or by amendment.

ARTICLE VI

Preservation of Work

Section 1. It is contrary to sound business principles and to the spirit of this Agreement for any Contractor to work with the tools, thus depriving workers of employment. To that end, any Contractor who works with the tools must become a member of the Union.

Section 2. The Contractor agrees that neither it nor any of its subcontractors on any job site will subcontract, assign or transfer any work covered by this Agreement to be performed at the site of construction, alteration or repair of a building, structure or other work, except to a person, company, firm, partnership, corporation or any other business entity that subscribes and agrees to be bound in writing to the full terms of this Agreement, that complies with all of the terms and conditions of this Agreement, and that employs one or more employees.

Section 3. Any Contractor that comes into the jurisdiction of the Union and becomes signatory to this Agreement, shall be allowed to bring in one (1) foreman or key man. The Contractor shall be required to obtain additional workers through the Union's hiring hall.

Section 4. (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Contractor shall perform any work of the type covered by this Agreement at the site of a construction project, under its own name or under the name of another, as a corporation, firm, company, partnership, or any other business entity, including a joint venture, wherein the Contractor (including its officers, directors, owners, partners, or stockholders) exercises either directly or indirectly (such as through family members), any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

(b) All charges of violations of subparagraph (a) of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the resolution of such disputes, as provided in Article IV of this Agreement. As a remedy for violations of this Section, the Joint Arbitration Board, National Officers or Impartial Arbitrator is empowered, at the request of the Union, to require a Contractor 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 or referenced in this Agreement any delinquent contributions to such funds which have resulted from the violation, including such interest as may be prescribed by the Trustees or by law. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violations of this Section, nor does it make the same or other remedies unavailable to the Union for violations of

other Sections or Articles of this Agreement.

Section 5. This Agreement shall be binding upon the Contractor, its successors and its assigns, as well as upon any other entity managed or controlled by the Contractor which is created as a subterfuge to evade the terms and conditions of this Agreement. The Contractor shall cause to be inserted into any contract or agreement effecting a sale, transfer, assignment or any other conveyance of the Contractor's business or assets, a clause requiring the purchaser, transferee or assignee to subscribe and agree to be bound in writing to the full terms of this Agreement, and to comply with all of the terms and conditions of this Agreement. The Contractor shall give the Union reasonable advance notice (which, in any event, shall not be less than four (4) weeks) of any sale, transfer, assignment or any other conveyance of the Contractor's business or assets, as well as evidence that the Contractor has complied with this clause.

Section 6. At least once each month, each Contractor shall provide the Union with a report on the form attached hereto as Appendix A, which shall include the following information, for each new project under contract: (1) the name of the project; (2) the project location; and (3) the identity of the general contractor and/or the builder.

ARTICLE VII

Payment of Wages, Travel, Expenses, and Subsistence

Section 1. (a) The wages and benefits for all employees covered by this Agreement (including but not limited to journeymen and apprentices) shall be those set forth in the attached Wage and Benefit Addenda. The Contractor shall not employ any workers covered by this Agreement on a square foot basis, demand any given amount of work for a lump sum, or demand a certain amount of work to be done in a given time.

(b) Finisher Improvers shall be paid wages at the rate of seventy-five percent (75%) of the wage rate earned by journeyman finishers, and shall earn benefits at the same rate as that of journeymen finishers. Finisher Improvers shall perform the same work as journeyman Finishers, except that they shall not perform base grinding. Employees may be classified as Finisher Improvers, with the written advance consent of the Union in response to the written advance request of the Contractor, only after the JAC has verified in writing that the employee in question is enrolled in the apprenticeship program, but is not progressing in apprenticeship and is unlikely to remain employed if advanced beyond the fourth (4th) period of apprenticeship. Finisher Improvers may advance to journeyman Finisher status, or may be readmitted into the apprenticeship program, at the Finisher Improver's request, upon written verification by the Contractor and the JAC that the Finisher Improver is demonstrating the requisite productivity and skills.

Section 2. (a) The Contractor shall pay each worker covered by this Agreement by a negotiable check for services and expenses each week. Where the paychecks are

distributed at the job site, the Contractor will distribute checks for payment in full by 3:00 p.m. on the Friday of the week after the week in which the work compensated in the check was performed. In cases where arrangements have been made to mail checks, said checks shall be mailed overnight by Express Mail or other special delivery service (e.g., U.P.S.), or in sufficient time that employees will receive their checks at their residences on Friday of the same week. If a worker covered by this Agreement is laid off or discharged, his or her wages are due and payable immediately at the time of layoff or discharge in compliance with the California Labor Code.

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

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

Section 3. (a) The following amounts shall be paid to cover transportation expenses, subsistence, and travel time. These expenses shall be shown as such on the pay check stub.

(b) The Contractor shall reimburse the employees for parking expenses where free parking is not provided or readily available to the job.

(c) Transportation expenses, subsistence, and travel time shall be paid to each worker covered by this Agreement who has to travel beyond an 80 mile distance, between the worker's residence and the job site, as measured by using www.mapquest.com.

(d) When jobs are beyond the 80 mile radius, the Contractor is to furnish room and board (equivalent to Triple A (AAA) lodgings) or a subsistence allowance of \$70.00 per day for each day worked, and \$70.00 per day for Saturdays, Sundays and holidays on jobs continuing over such Saturdays, Sundays and holidays. The subsistence allowance shall not be due in advance but shall be paid by a negotiable check, in full up to within (5) days, on the regular pay day and be distributed on the job by 4:00pm, Friday of the same week.

(e) When jobs are beyond the 80 mile radius, it is necessary to pay only one round trip fare to each job or a section thereof. Actual traveling time to the job is to be paid when the job starts, and return from the job when the worker has completed his or her services upon it, or section thereof. Where common carrier transportation – rail, boat, plane or bus – is furnished by the Contractor, then the worker shall be paid for actual travel time not to exceed eight (8) hours in any twenty-four (24) hour period, at the straight time wage rate. Where the Contractor permits an employee to travel in the employee's own vehicle, the Contractor shall reimburse the employee for travel expenses at the IRS business mileage reimbursement rate then in effect, which is currently 54 cents (\$0.54) per mile, in addition to actual travel time not to exceed eight

(8) hours in any twenty-four (24) hour period, at the straight time wage rate.

(f) When jobs are located in remote or resort places where additional expense may be encountered, the Contractor shall furnish room and board or the expense allowance shall be increased to cover the additional expense.

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

(h) The Contractor shall give three (3) days advance notice to the Union of all out-of-town jobs, except in emergency cases.

Section 4. Each foreman shall be a journeyman terrazzo worker and shall be responsible for the installation of work under his or her supervision as to quality of workmanship. Whenever two (2) terrazzo mechanics are employed on any one job, one (1) shall be selected by the Contractor as foreman, and shall receive a \$10.00 per day premium in addition to the regular wage rate. Whenever five (5) or more terrazzo mechanics are employed on any one job, the foreman shall receive a \$20.00 per day premium in addition to the regular wage rate. Apprentice terrazzo workers shall be counted as terrazzo mechanics for the purpose of determining the number of terrazzo workers on the job.

Section 5. (a) Any workers ordered to report for work for whom no work is provided, or who cannot perform work due to inadequate job and/or safety conditions, shall be paid four (4) hours show-up pay, inclement weather conditions excepted. Workers reporting for work and claiming show-up pay under this Section shall first contact the Contractor and remain on the job until expiration of the four (4) hour period, unless instructed otherwise by the Contractor or its representative.

(b) All workers dispatched to work upon the request of the Contractor shall be guaranteed four (4) hours pay unless declared incompetent by the Contractor. If the Contractor declares an employee incompetent, the Contractor shall file a letter of protest with the Joint Arbitration Board, WITHIN 72 HOURS, TOGETHER WITH THE FOUR (4) HOURS' PAY for the employee. The Joint Arbitration Board will decide whether or not the employee is competent. If the employee is declared incompetent, the four (4) hours' pay shall be returned to the Contractor.

(c) Any employee determined to be incompetent by three Contractors and the Joint Arbitration Board in a period of one year shall be referred to the Joint Arbitration Board reclassification or other appropriate action.

Section 6. (a) The regular work schedule shall be not more than forty (40) hours within a seven (7) day calendar week, and shall consist of five (5), eight-hour (8-hour) working days.

(b) Overtime pay for the regular work schedule shall be paid as follows. Daily

overtime will be paid at the rate of one-and-one-half (1½) times the rate of pay for any work in excess of eight (8) hours in any one day, and at the rate of two (2) times the rate of pay for any work in excess of ten (10) hours in any one day. Weekly overtime shall be paid at the rate of one-and-one-half (1½) times the rate of pay for any work in excess of forty (40) hours in any one (1) calendar week, and at the rate of two (2) times the rate of pay for any work in excess of fifty (50) hours in any one (1) calendar week. Where application of the daily and weekly overtime formulas would yield different amounts of pay, the higher amount shall be paid.

(c) Compressed work schedules of four (4), ten-hour (10-hour) working days, or three (3), twelve-hour (12-hour) working days, shall be permitted as alternatives to the regular work schedule, upon written notice to the Union in advance of the Contractor's commencement of work on the project. No overtime shall be permitted to be worked on compressed work schedules; where a Contractor suffers or permits such overtime to be worked, the daily and weekly overtime rates for the regular work schedule (set forth above) shall apply.

(d) Regardless of whether an employee is working a regular work schedule or a compressed work schedule, if that employee commences work after 10:00 a.m., he or she shall be considered to be working a night shift and shall receive night shift pay therefor. The night shift pay for an employee working a regular work schedule shall be eight (8) hours pay for seven (7) hours of work. Daily overtime for night shift work performed on the regular work schedule shall be paid as set forth above in Section 6(b) of this Article, except that daily overtime at the rate of one-and-one-half (1½) times the rate of pay shall be paid for any work in excess of seven (7) hours in any one day, and at the rate of two (2) times the rate of pay for any work in excess of nine (9) hours in any one day. Weekly overtime for night shift work performed on the regular work schedule shall be paid as set forth above in Section 6(b) of this Article, except that weekly overtime shall be paid at the rate of one-and-one-half (1½) times the rate of pay for any work in excess of thirty-five (35) hours in any one (1) calendar week, and at the rate of two (2) times the rate of pay for any work in excess of forty-five (45) hours in any one (1) calendar week. The night shift pay for an employee working a compressed work schedule shall be ten (10) hours pay for nine (9) hours of work, or twelve (12) hours pay for eleven (11) hours of work. No overtime shall be permitted to be worked on night shift compressed work schedules; where a Contractor suffers or permits such overtime to be worked, the daily and weekly overtime rates for the regular night shift work schedule (set forth above in this subparagraph) shall apply.

Section 7. (a) The following holidays are recognized as Legal Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day. Where any legal holiday falls on a Sunday, the following Monday shall be observed as a holiday. Only emergency work shall be performed on the above legal holidays, and double time shall be paid for work done on any of these days. The Contractor shall notify the Union in advance of any emergency work to be performed on the above legal holidays.

(b) The Contractor may declare the Friday preceding a Saturday legal holiday to

be a non-work day, but must give one (1) week's notice to the Union.

Section 8. In the event of a work stoppage such as rain, or any other stoppage that is beyond the control of the Contractor, and which that does not allow the employees to work on a regular work day, any affected employee shall have the option to work on the following Saturday at the straight time rate as a make up day.

Section 9. All Terrazzo Finishers including apprentices with classifications of 3rd and 4th period will receive a premium of \$1.50 per hour while running base grinding machines.

ARTICLE VIII

Sick Leave

Section 1. The parties hereto agree to the fullest extent permitted, this agreement shall operate to waive any and all provisions of the Healthy Workplace Healthy Family Act of 2014, effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this agreement.

Section 2. The parties further agree that to the fullest extent permitted, this Agreement shall operate to waive any provisions of any City, County or other local Paid Sick Leave ordinance.

ARTICLE IX

Conditions of Employment

Section 1. (a) It is agreed that all employees covered by this Agreement, shall be, or become on the eighth (8th) day after employment or the eighth (8th) day after execution of the Agreement, whichever is later, and remain continuously, members in good standing of the Union as a condition of continued employment. Membership in the Union shall be available on a non-discriminatory basis.

(b) Failure of any employee to comply with the provisions of this Section shall, upon request of the Union, result in termination of such employee, provided that the Union has given the employee four (4) days' notice that the employee's obligation to make payment has not been met and that the delinquency renders the employee liable to being terminated under this Section. The Contractor shall not be obligated to dismiss an employee for non-membership in the Union (1) if the Contractor has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (2) if the Contractor has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

(c) The Contractor shall deduct from the wages of each employee who has signed a check-off authorization conforming to federal law and transmit monthly to the Union (or to any agency designated by the Union for the collection of such money), the sum for each hour paid as set forth in the attached Wage and Benefit Addenda as the portion of each employee's Union dues to the Union, to the International Union of Bricklayers and Allied Craftworkers, or to any other affiliate or subordinate body of the International Union of Bricklayers and Allied Craftworkers, subject to check-off. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each employee has been paid.

Section 2. The Field Representatives of the Union shall have access to the job site during working hours for the purpose of performing their assigned duties.

Section 3. (a) In the event any work covered by this Agreement is performed in an unworkmanlike, unsatisfactory manner for reasons attributable solely to the employee's work and/or labor in the installation, fabrication, and/or other methods of installing terrazzo or related products, the employee involved shall be required to repair work without delay on the employee's own time during normal working hours. This Section shall not be applicable where the work has been performed by apprentices with more than one year left on their apprenticeship, or where there has been inadequate supervision and/or instructions.

(b) In the event a Contractor believes that work has been performed by its employee in an unsatisfactory manner as set forth above, it shall promptly notify a Field Representative of the Union in writing. It shall be the duty of the Field Representative promptly to inspect and investigate the job in question. If the Field Representative finds the complaint justified, he or she shall instruct the responsible terrazzo worker to repair the work on his or her own time without delay. The Union shall not be responsible for the work done by its members.

Section 4. (a) The Union shall not restrict its members to limit the amount of work they shall do in a given length of time, but shall require of its members that work be completed in a workmanlike manner and in accordance with the Local Standards of the trade, as determined by the Joint Arbitration Board. It shall be the responsibility of the Union to determine the competency of the terrazzo worker and may reduce his or her wages to 85% until workmanship is upgraded.

(b) Workers covered by this Agreement who are required by any Contractor, General Contractor, Builder, Owner, Architect, or Project Manager (and/or the agent or representative of any of the foregoing) to perform work not in accordance with the Local Standards of the trade as determined by the Joint Arbitration Board, shall not be held responsible for such work, notwithstanding any other provision of this Agreement.

Section 5. On jobs of five (5) or more workers, the Union shall have the authority to appoint a Steward.

Section 6. No employee working under the terms of this Agreement shall be required to work on any premises at which there is a lawful primary picket line. Should any employee refuse to work behind such a lawful primary picket line, such employee shall not be entitled to show-up pay.

Section 7. The Contractor shall abide by all Federal, State and Local regulations covering health and safety of workers (including but not limited to OSHA requirements). No employee working under the terms of this Agreement shall work under any conditions which are or may be detrimental to his or her health, and or which are in violation of any federal, state or local safety orders or other statutes, laws or ordinances. Should an employee be prevented from working under this subsection, such employee shall be entitled to show-up pay as set forth in this Agreement. Should any dispute arise over the application or interpretation of this subparagraph, either party may refer the matter to the Joint Arbitration Board for resolution under Article IV of this Agreement. In that event, the Contractor shall deposit the requested show-up time pay with the Joint Arbitration Board pending the resolution of the dispute.

Section 8. The Contractor shall not assign any work covered by this Agreement other than to workers covered under this Agreement, except as provided in Article VI, Section 2.

Section 9. (a) CPR/First Aid and (b) OSHA 10. New hires (defined for the purposes of this Section as those employees who have not performed work under any predecessor agreement to this Agreement prior to the effective date of this Agreement) will be required to attend one of two classes in each of the above-listed categories, within six (6) months after their date of hire, provided that such classes are offered within that six (6) month period.

(b) The classes will be provided by the Union, in conjunction with the JAC, on an as-needed basis every six (6) months for groups of employees large enough (in the Union's judgment) for the classes to be economically efficient. The Contractor will provide its employees with time off from work to enable the employees to attend the scheduled classes, and will pay its employees for their time spent in the classes as required by law.

(c) New hires who do not complete the required classes within six (6) months of their date of hire will no longer be eligible to work or to be dispatched for work until they have completed the required classes, assuming that the classes were offered during their first six (6) months of employment, and any Contractor that continues to employ them during their period of ineligibility will be liable to the JAC therefore in an amount equal to the actual wages paid by that Contractor to the ineligible employee(s).

Section 10. The Contractor shall provide the Union with a list of its employees who are not sufficiently proficient in the English language for job-related purposes. Those of the listed employees who are verified by the Union as not being sufficiently proficient in English for job-related purposes shall be required to enroll in an ESL

(English as a Second Language) class in order to maintain their eligibility for employment under this Agreement.

Section 11. The parties hereby adopt the "Model Substance Abuse Testing and Assistance Program" (hereinafter "Model Program") that is attached as an Addendum to this Agreement, with the following additions and/or modifications:

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

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

ARTICLE X

Hiring and Dispatch

Section 1. (a) Only qualified journeymen shall be permitted to work under this Agreement as Terrazzo Workers and/or Terrazzo Finishers. A qualified journeyman shall be defined as a worker who has completed a three (3) year apprenticeship or equivalent program in the installation of terrazzo, or a two (2) year apprenticeship or equivalent program in the finishing of terrazzo. In lieu of these requirements, a qualified journeyman shall be defined as a person who has three (3) years' experience in the installation of terrazzo or two (2) years' experience in the finishing of terrazzo, and who has passed a journeyman trade or equivalent test. The provisions of this subparagraph shall not be applicable to Apprentices or Finisher Improvers.

(b) The Union shall establish and maintain open and nondiscriminatory employment lists for the employment of workers covered by this Agreement.

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

Section 2. Qualified Journeymen shall be dispatched and referred as follows:

(a) The Contractor shall call upon the Union for such qualified journeymen as it may from time to time need, and the Union shall promptly furnish to the Contractor the required number of qualified journeymen needed. The Contractor shall verify to the Union, employment within twenty-four (24) hours of hiring.

(b) The Union will furnish the number of qualified journeymen that have been requested by the Contractor, through the referral of workers who are registered and available for employment on the Out-of-Work List, on a first-in, first-out basis, until said List has been exhausted. At the time of making such referral, the Union shall issue a written referral slip to the Contractor, which shall maintain the same in its records in order that the Union may subsequently verify the referral of the journeyman.

(c) The Union shall be required to read only the first five (5) names of qualified journeymen from the Out-of-Work List when requested to do so by telephone, and with all requests for such journeymen, the Contractor shall give the job address to the Union at that time.

(d) Within the order of referral established in Section 2 (b) of this Article, the Contractor shall have the right to call qualified journeymen by name from the Out-of-Work List, provided said journeyman has worked for the Contractor within the past three (3) years, and may discharge any journeyman for any cause which the Contractor may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any journeyman on any ground set forth in Article V.

Section 3. Apprentices shall be dispatched and referred as follows:

(a) Apprentices who are unemployed shall be registered on the Apprentice Out-of-Work List. Apprentices shall be registered on such List in the order of date and time of registration.

(b) The Contractor shall call the Union's office when in need of apprentices. The Union shall promptly dispatch to the Contractor the number of apprentices needed and requested by the Contractor by use of a written dispatch slip stating information pertinent to the prospective employment, which the Contractor shall maintain the same in its records in order that the Union may subsequently verify the referral of the apprentice. The selection of apprentices for dispatch to jobs shall be on a non-discriminatory basis. Apprentices shall be referred on a first-in, first-out basis; that is the first apprentice registered shall be the first apprentice referred.

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

(d) Upon the termination of an apprentice's employment by a Contractor, the Contractor shall, within five (5) working days, notify the Union in writing of the reason(s) for such termination. There shall be no discrimination on the part of the Contractor against any apprentice on any ground set forth in Article V.

(e) Contractors shall have the right to recall apprentices by name from the

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

(f) An apprentice may refuse initial dispatch if the job site to which the apprentice is being dispatched is more than forty-five (45) miles, as the crow flies, from the apprentice's residence. There will be no penalty for such refusal and the apprentice shall maintain his or her position on the Out-of-Work List.

Section 4. Finisher Improvers shall be dispatched and referred as follows:

(a) Finisher Improvers who are unemployed shall be registered on the Finisher Improver Out-of-Work List, Finisher Improvers shall be registered on such List in the order of date and time of registration.

(b) The Contractor shall call the Union's office when in need of Finisher improvers. The Union shall promptly dispatch to the Contractor the number of Finisher Improvers needed and requested by the Contractor by use of a written dispatch slip stating information pertinent to the prospective employment, which the Contractor shall maintain the same in its records in order that the Union may subsequently verify the referral of the Finisher Improver. The selection of Finisher improvers for dispatch to jobs shall be on a non-discriminatory basis. Finisher Improvers shall be referred on a first-in, first-out basis; that is the first Finisher Improver registered shall be the first Finisher Improver referred.

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

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

(e) A Finisher Improver may refuse initial dispatch If the job site to which the Finisher improver is being dispatched is more than forty-five (45) miles, as the crow flies, from the Finisher Improver's residence. There will be no penalty for such refusal and the Finisher Improvers shall maintain his or her position on the Out-of-Work List.

Section 5. In the event the Union is unable to supply the required workers within a forty-eight (48) hour period, the Contractor shall be permitted to hire employees from any other source, provided this Paragraph shall not conflict with Article XII of this Agreement, and provided further that the terms of Article IX, Section 1, shall apply to those employees hired by the Contractor outside of the Union dispatch system.

Section 6. (a) The Contractor shall have the right to declare the competency of the employee and hire or not hire accordingly. The Contractor retains the right to reject any applicant referred by the Union for such reasons as intoxication, lack of sufficient tools, lack of adequate transportation, failure to communicate as necessary to perform the job safely and efficiently, and failure to provide proof of eligibility to work in accordance with the Immigration Reform and Control Act.

(b) Any applicant who is denied employment by reason of the application of this Section, may request the Union to appeal to the Joint Arbitration Board as set forth in this Agreement, which Board shall have the authority to review and consider all of the issues presented through such appeal.

Section 7. Notwithstanding anything to the contrary in this Agreement, or in any other agreement between the parties hereto, there shall be an exception to the "first-in, first-out" basis for referrals to accommodate bona fide local resident hiring requirements and lawful affirmative action hiring requirements, imposed on Contractors signatory or otherwise bound to this Agreement, mandated by governmental entities on building and construction projects, provided that the Union is notified in writing of the terms of the hiring requirements upon the award of the contract for the project. In such instances, the exceptions to the "first-in, first-out" basis for referrals shall be only as broad as is necessary to accommodate the hiring ratios specified by the governmental entity, e.g., if the governmental entity requires that 25 percent of the workers hired for the project be local residents, the "first-in, first-out" basis for referrals shall still apply to the other 75 percent.

ARTICLE XI

Equipment

Section 1. It shall not be a condition of employment for any employee to furnish any type of vehicle or carrier for the Contractor's use. If any employee agrees to furnish his or her vehicle for hauling the Contractor's materials, the owner of such vehicle will not be required to haul more than what one (1) terrazzo worker can install in one (1) day. Reimbursements for use of such vehicle shall be set at \$15.00 per day. The employee will be issued a signed and dated receipt from the Contractor for payment and compliance.

Section 2. The Contractor will furnish all safety equipment or clothing required on the job and shall abide by all Federal, State and Local regulations covering health and safety of workers (including but not limited to OSHA requirements).

Section 3. Terrazzo workers, working on epoxy, will be reimbursed for clothing and tools ruined by working with this material.

Section 4. The Contractor shall provide the equipment, fans, air vents, etc., necessary to ensure that there is proper ventilation on the jobsite.

Section 5. The Contractor shall provide the following equipment for its employees: all power tools, straight-edges, wheelbarrows, rollers, electric cords, squeegees and sprayers. Such equipment will be maintained in good order.

Section 6. Mechanics shall provide the hand tools listed in Appendix A, Finishers and Finisher Improvers shall provide the hand tools listed in Appendix B. Apprentices shall provide the hand tools listed in Appendix A or B, depending on their craft, at the beginning of their third (3rd) period of apprenticeship.

ARTICLE XII

Apprentices

Section 1. In order to maintain and ensure an adequate number of qualified terrazzo workers and finishers for employment in the industry, the parties agree to set up, organize and maintain, consistent with the provisions of the Apprentice Labor Standards Act of the State of California, a training program for apprentices and other persons employed or employable under this Agreement, and for this purpose shall institute a Joint Apprentice Trust Fund. The Joint Apprentice Trust Fund shall be administered by the Joint Apprenticeship Committee ("JAC") established between the Union and the Associated Tile Contractors of Southern California ("ATC").

Section 2. (a) The JAC shall consist of six (6) members: three (3) of who shall be ATC contractors or their representatives and three (3) of whom shall be journeymen members or their representatives of the Union. Two alternates shall be appointed to the JAC, one by the ATC and one by the Union. In addition, there shall be one advisor from the Local School District, and one apprenticeship consultant representing the State Division of Apprenticeship Standards or the Bureau of Apprenticeship and Training, U.S. Dept. of Labor, and such other advisors as the JAC shall determine.

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

(c) The JAC may seek assistance from other parties signatory to this Agreement,

or any other agency interested in the furtherance of apprenticeship training.

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

Section 4. A journeyman finisher who wishes to become a mechanic shall enter the mechanic's apprentice program in the third (3rd) period, but shall maintain his or her journeyman finisher's rate of pay until he or she reaches a period of apprenticeship with a wage rate that is higher, at which time he or she will commence to earn the higher rate.

Section 5. Apprentice requirements: All apprentices shall enter into a written agreement with the JAC, which agreement shall be registered with the State of California, Division of Apprenticeship Standards. All new apprentices shall serve a probationary period of one thousand (1000) hours of work in the trade, pursuant to the terms of this Agreement. Failure on the part of the apprentice to satisfactorily complete the apprentice's obligations during such probationary period shall result in automatic cancellation of such application and agreement.

Section 6. (a) The JAC shall, in cooperation with the local Board of Education, determine the establishment and scheduling of related and supplemental instruction classes.

(b) All apprentices shall attend these related classes, as assigned by the JAC, and shall be afforded sufficient time off from employment in order to do so.

(c) The JAC shall have the authority to exercise disciplinary action, including but not limited to layoff or removal from the job, for failure to attend these related classes or otherwise to meet the minimum requirements established by the JAC in accordance with the terms of the Apprenticeship Standards and addendum thereto.

Section 7. An apprentice shall be permitted to act as foreman only with the approval of the JAC.

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

Section 9. A Contractor certified to train apprentices by the JAC may employ one (1) apprentice when it has one (1) journeyman regularly employed, and one (1) additional apprentice for each one (1) additional journeyman.

Section 10. All sixth (6th) period apprentices shall be evaluated by the JAC as to their qualifications prior to being advanced to journeyman status. Any apprentice who fails to pass this evaluation shall continue in his or her status as an apprentice until he or she has passed the evaluation.

ARTICLE XIII

Trust Funds

Section 1. All of the terms and conditions of the Agreements and Declarations of Trust pertaining to the Tile Insurance Trust Fund (including the Tile Setters' Health and Welfare Plans), the Joint Apprenticeship Trust Fund, the Bricklayers and Trowel Trades International Pension Fund (which was established under an Agreement and Declaration of Trust dated July 1, 1972), the Tile Finishers Retirement Savings Trust Fund, the Compliance Trust Fund, and the International Masonry Institute are hereby incorporated into this Agreement by reference, and the Contractor agrees to be bound by all of the terms and conditions contained therein as though it had actually signed those individual documents.

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

Section 3. (a) The Contractor agrees to make such contributions to the above-enumerated trust funds as are set forth in the attached Wage and Benefit Addenda. These contributions shall not be considered as wages, and shall be part of the total wage and benefit package. Such contributions shall be paid on behalf of all covered employees starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, journeymen, apprentices, stocker/slop workers, and probationary employees.

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

(c) Superintendents and estimators may be included in the plans for the above-enumerated trusts at a required monthly rate and rules established by the Trustees.

(d) All contributions shall be paid on or before the thirtieth (30th) day of the month following the month in which the work was performed. If the contributions are not paid by the thirtieth (30th) day of the month following the month in which the work was performed, the Contractor who has not paid shall be considered delinquent and in violation of the Agreement.

Section 4. (a) Any Contractor which is delinquent in the payments required

under this Agreement shall be liable to any employee affected by such delinquency for a sum of money equal to the value of the benefits lost to the employee by reason of the Contractor's failure to make the required contribution. Such sum of money shall be transmitted to such employee through the Tile Insurance Trust Fund. In the event any of the Trust Funds make benefits available to employee, despite the Contractor's failure to make the required contributions, then in such event the delinquent Contractor shall be liable to such Trust Fund for the cost of the benefits so made available.

(b) If the Contractor fails to make any of the payments required under this Agreement in a timely manner, the Union shall have the right to take whatever steps are necessary, including the withdrawal of manpower, to secure compliance with this Agreement, any other provision of this Agreement to the contrary notwithstanding, and the Contractor shall be liable for all out-of-pocket costs incurred in the collection of the payments due, together with attorneys' fees, accountants' or auditors' fees, pre- and post-judgment interest, statutory court costs, litigation expenses, and such liquidated damages as may be assessed by the Trustees. The Contractor's liability for payment under this Article shall not be subject to or covered by the dispute resolution procedures set forth in Article IV, above, or any other dispute resolution procedures set forth in this Agreement.

Section 5. It is mutually agreed and understood that all employees covered by this Agreement shall be given the benefits of these plans as long as they are qualified for coverage under the Rule of Eligibility as shown in the various plans and are not working for a Contractor outside the territory covered by this Agreement, other than those Contractors signatory to this Agreement, or are not otherwise employed. If employees covered by this Agreement are sent out of the territory covered by this Agreement they shall be considered as working within the territory covered by this Agreement.

Section 6. (a) In order to properly enforce this Agreement, it is further mutually agreed and understood that all Contractors shall keep and maintain true and accurate records of their payrolls and expenses paid to employees covered by this Agreement, and shall make such records accessible for audit by the Trustees of any of the Trust Funds, or their appointees, or disinterested representatives appointed by the Joint Arbitration Board. The cost of such audit shall be paid by the Trust Funds, unless such audit discloses an error or misstatement in the bookkeeping of the Contractor or in its report to the Trust Funds, in which case the cost of the audit shall be the financial responsibility of the Contractor being audited.

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

presumed to be in payment of bargaining unit work and shall be divided by the basic hourly rate, not including fringe benefit contributions, to determine the hours lost by employees covered by this Agreement and to compute the amount of contributions contractually required of the Contractor.

Section 7. The Contractor may, if it so desires, procure Health and Welfare coverage by making self-contributions to the Tile Insurance Trust Fund. Said contributions shall be made as the Trustees of the Tile Insurance Fund shall decide.

ARTICLE XIV

Bonding

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

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

(c) Said bond shall be subject to assessment for payment due to the Tile Insurance Trust Fund (including the Tile Setters' Health and Welfare Plans), the Joint Apprenticeship Trust Fund, the Bricklayers and Trowel Trades International Pension Fund, the Tile Finishers Retirement Savings Trust Fund, the Compliance Trust Fund, and the International Masonry Institute, liquidated damages due any of the foregoing Trusts, prejudgment interest, and for any other financial obligations of the Contractor under this Agreement, including the payment of wages.

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

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

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

Section 5. The Tile Insurance Trust Fund shall be empowered to hear,

determine and levy on all bonds.

Section 6. A Contractor who files a late report (unless excused by the Board of Trustees of the Tile Insurance Trust Fund) will be responsible to pay liquidated damages of Twenty Dollars (\$20.00) or ten percent (10%) of the total monies due the Tile Insurance Trust Fund as and for contributions due and owing to all Trust Funds defined in this Agreement, whichever is greater. Further, if a Contractor has two (2) assessments for liquidated damages within twelve (12) consecutive months, said Contractor shall, within seventy-two (72) hours after notice from the Tile Insurance Trust Fund, post an additional One Thousand Dollars (\$1,000.00) surety bond with the Tile Insurance Trust Fund.

Section 7. In the event that a Contractor is required to post a higher bond, as specified in Section 2 of this Article, such requirement shall remain in effect for a period of twelve (12) months thereafter, which period shall be extended year-to-year if additional delinquencies occur during that twelve (12) month period, or any subsequent extension thereof.

ARTICLE XV

Amendments to Agreement

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

ARTICLE XVI

Severability

Section 1. It is the intent of the parties hereto to abide by all applicable federal and state statutes, and rules and regulations enacted pursuant thereto. If any provision of this Agreement is held invalid by any court or governmental agency of competent jurisdiction, or if compliance with or enforcement of any provision of this Agreement is restrained or enjoined by such a tribunal pending a final determination as to its validity, then such provision or provisions shall continue in effect only to the extent permitted, and all other provisions of this Agreement shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is determined invalid or if compliance with or enforcement of any provision of this Agreement is restrained or enjoined, as set forth in Section 1 of this Article, the Union and the Contractor shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement, incorporating the substance of such provision to the extent allowable under the law, to be in effect during the period of invalidity, restraint or injunction.

ARTICLE XVI

Duration and Amendment

This Agreement shall be effective commencing on September 1, 2016, shall continue in full force and effect to and including August 31, 2019, and shall be automatically continued yearly thereafter unless written notice of decision to negotiate a new Agreement, in whole or in part, is given in writing by either party to the other not later than sixty (60) days nor more than ninety (90) days prior to the expiration date or any anniversary date thereafter. Notwithstanding the foregoing, the parties to this Agreement shall reopen negotiations prior to August 31 of each year for the purpose of renegotiating wages and benefits, and if they are unable to reach an agreement on that issue, the Union shall have the right to strike. If, in such reopener negotiations, the parties reach agreement on wage and benefit levels for a multi-year period, the reopener will subsequently occur at the end of that multi-year period.

TERRAZZO WORKERS & FINISHERS

PAY RATES & FRINGE BENEFITS RATES

ADDENDUM September 1, 2016 through August 31, 2019

Worker	%	Hours	Wage	H&W/Den	IPF Pen	IPF PPA	Local Pen	Comp	App	IMI	Total	Less Dues	Report As
1st per	50	1000	\$17.79	\$9.15	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.49	\$31.05	\$1.47	A51
2nd per	55	1000	\$19.56	\$9.15	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.49	\$32.82	\$1.47	A51
3rd per	60	1000	\$21.34	\$9.15	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.49	\$34.60	\$1.47	A51
4th per	65	1000	\$23.12	\$9.15	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.49	\$36.38	\$1.47	A51
5th per	75	1000	\$26.68	\$9.15	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.49	\$39.94	\$1.47	A51
6th per	80	1000	\$28.46	\$9.15	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.49	\$41.72	\$1.47	A51
J-Man			\$35.57	\$9.15	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.49	\$48.83	\$1.47	A50
Finisher													
1st per	50	1000	\$14.27	\$3.23				\$0.12	\$0.10	\$0.41	\$18.13	\$1.23	A54
2nd per	60	1000	\$17.12	\$6.96	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.41	\$28.11	\$1.23	A55
3th per	75	1000	\$21.40	\$8.36	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.41	\$33.79	\$1.23	A53
4th per	80	1000	\$22.82	\$8.36	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.41	\$35.21	\$1.23	A53
Improver			\$21.40	\$8.36	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.41	\$33.79	\$1.23	A52
J-Man			\$28.53	\$8.36	\$1.30	\$0.45	\$1.65	\$0.12	\$0.10	\$0.41	\$40.92	\$1.23	A52
Effective September 1, 2017 there will be a \$2.00 per hour increase for Terrazzo Workers and Terrazzo Finishers allocated by Labor.													
Effective September 1, 2018 there will be a \$2.00 per hour increase for Terrazzo Workers and Terrazzo Finishers allocated by Labor.													

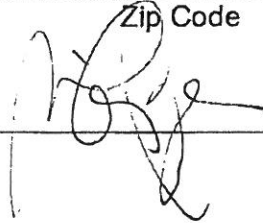
Counties : Los Angeles, Orange, Ventura, Santa Barbara, San Bernardino, Riverside, San Diego, Imperial
 Inyo, Mono, San Luis Obispo, and Kern

TERRAZZO CONTRACTOR AGREEING TO ABIDE BY THE AGREEMENT

MIKE PAYNE & ASSOCIATES, INC
Name of Firm

33370 MISSION TRAIL
Address of Firm

WILDOMAR, CA 92595 951 674 8377
City Zip Code Phone No.

By: MIKE PAYNE  11/2/16
Name


SEC.
Title

51 License # 624448
C-78

Compensation Ins. Co. Farmers Insurance Exchange

Bonding Co. HCC Surety Group

REPRESENTATIVE OF TILE, MARBLE AND TERRAZZO LOCAL NO. 4

Chad Boggio 
Name

Secretary/Treasurer
Title

This third day of November, 2016.

Appendix A

Terrazzo Workers Hand Tool List

1. Hammer
2. Measuring Tape
3. Chalk Line
4. Margin Trowel
5. 4" x 12" Trowel
6. 3" x 10" Trowel
7. 3" x 5" Trowel
8. Level (24" min.)
9. Snips for Divider Strips
10. Utility Knife
11. Knee Pads
12. Chisels
13. 4" Grinder
14. Phillips and Flat Screwdriver
15. Channel Locks
16. Universal Water Key
17. Framing Square
18. Hawk
19. Straight Edges

Appendix B

Terrazzo Finishers Hand Tool List

1. Hammer
2. Concrete Chisel
3. Margin Trowel
4. Measuring Tape
5. Trowels For Grouting Cement and Epoxy
6. Snips for Cutting Strips
7. Channel Locks
8. Phillips and Flat Screwdriver
9. Rubber Boots
10. Rubber Gloves
11. Utility Knife
12. Sponge
13. Knee Pads
14. Pipe Wrench
15. Grease Gun
16. Water Nozzle
17. Water Key Universal
18. 4" Grinder