

**A G R E E M E N T**

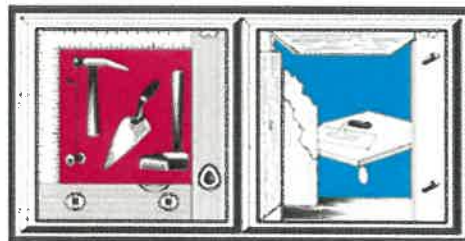
**MARBLE, TILE AND TERRAZZO**

between the

**BRICKLAYERS & ALLIED CRAFTSMEN  
LOCAL UNION NO. 3  
MASSACHUSETTS**

and

**MARBLE, TILE AND TERRAZZO  
CONTRACTORS ASSOCIATION  
OF MASSACHUSETTS**



**EFFECTIVE: AUGUST 1, 2022  
EXPIRES: JULY 31, 2027**

**Bricklayers & Allied Craftsmen Local 3  
Marble, Tile, Terrazzo**

**MA/ME/NH/RI**

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**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**

**AGREEMENT**

Agreement made this 1st day of August 2022 between the Marble, Tile and Terrazzo Contractors Association of Massachusetts, 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 Massachusetts, herein known as the Union, representing Marble Masons, Tile Layers, Terrazzo Mechanics and Marble, Tile, and Terrazzo Finishers. A current list of members of the Association will be furnished to 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.**

#### **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 III of this Agreement.
- b) "Employer" shall mean any member of the Marble, Tile, and Terrazzo Contractors Association of Massachusetts, 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 3.**

#### **Work Preservation**

##### **1. Purpose**

All applicable work in the 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 III, 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 XVII of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article XVII 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. Provision for this remedy herein 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 4.**

#### **International Agreements**

Should any provision of this Agreement conflict in any manner with any provision of the Marble, Tile, Terrazzo International Agreements, then the provision of this Agreement shall prevail.

It is further agreed that the provisions of this Agreement shall govern the employment and the conditions under which the Marble, Tile, or Terrazzo Mechanics and Finishers shall work in the jurisdiction of BAC Local 3, Massachusetts.

### **Section 5.**

#### **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 6.**

### **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.

## **Section 7.**

In order to promote a drug-free work environment and assure safety, effectiveness and efficiency in the work place, the parties to this Agreement agree to continue substance abuse educational and training programs and other managed procedures through the Massachusetts Bricklayers and Masons Modern Assistance Program.

## **ARTICLE II**

### **Territorial Jurisdiction**

#### **Section 1.**

##### **Tilelayers and Marble Masons – Tile Finishers and Marble Finishers**

The territorial jurisdiction of Tilelayers, Marble Masons, Tile Finishers and Marble Finishers shall be all the Massachusetts cities and towns in the following counties: Essex, Middlesex, Suffolk, Norfolk, Bristol, Plymouth, Barnstable, Dukes, Nantucket, Worcester and all the Islands in the Boston Harbor, and all the counties and towns in the States of Maine and New Hampshire.

#### **Section 2.**

##### **Terrazzo Mechanics and Terrazzo Finishers**

The territorial jurisdiction of Terrazzo Mechanics and Terrazzo Finishers shall be as follows: all the counties, cities and towns in the States of Massachusetts, Rhode Island, New Hampshire and Maine.

## **ARTICLE III**

### **Craft Jurisdiction**

#### **Section 1.**

#### **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.
- k) The waterproofing, sealing and refinishing of tile, marble and terrazzo floors, walls and stairs.
- l) The installation of floating floors made of interlocking tile, marble and terrazzo flooring systems and materials, including the installation of the foam mat underlayment. All support work shall be performed by the Finishers.
- m) Polished Concrete Flooring: The grinding, cleaning, application of chemicals, buffing and polishing of concrete floors.

### **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 1A.**

#### **MARBLE FINISHERS**

Marble Finishers work shall include, but shall not be limited to, the handling and distribution of all marble, granite, quartz, 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 outside buildings, which connects to entrances as claimed by the Marble Masons.

The installation of floor protection by whatever means and methods shall be the work of the Marble Finisher.

## **Section 2.**

### **MOSAIC AND TERRAZZO WORK**

- a) This Agreement pertains to the setting or installation of all classes of Terrazzo and Mosaic, whether for interior or exterior purposes, (except the setting of pre-cast terrazzo or mosaic controlled and awarded by the International Union of Bricklayers and Allied Craftsmen, to other branches of the International Union of Bricklayers and Allied Craftsmen), this work to apply in any public or private buildings anywhere within the territory of the United States or the Dominion of Canada, for the members of the Party of the first Part.
- b) It shall be understood that the word "Terrazzo" refers to any kind of aggregates, whether crushed or manufactured and then crushed, regardless of the material they are made of or the name that they may be called, and then mixed with cement or any other building material in the right proportions in the regular way at the building, laid or installed to form a finish for any exposed surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, window stools and aprons, toilets, bath and shower partitions, mullion caps, cornices, etc., and all places where terrazzo may be used to form a finished surface for practical use, sanitary finish, or decorative purposes when installed by the usual terrazzo or mosaic methods. (Note) This classification does not, however, grant to the Mosaic and Terrazzo Workers or the Contractors the right to install or set pre-cast terrazzo or mosaic, unless the branch or branches of the International Union of Bricklayers and Allied Craftsmen controlling same are employed or those awarded same through the International Union of Bricklayers and Allied Craftsmen by past decisions of the Executive Board or Convention.
- c) Also, it shall be understood that the word "Mosaic" refers to all kinds of mosaics made of marble, stone, venetian enamel, venetian enamel type, or colored glass, whether mounted on paper or set loose (by hand) at the building, laid or installed to form a finish for any exposed surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where mosaic may be used to form a finished surface for practical uses, sanitary finish, or decorative purposes when installed by the usual terrazzo or mosaic methods. (Note) The above classification does not, however, grant to the Terrazzo and Mosaic Contractors or the Terrazzo and Mosaic Workers the jurisdiction over that portion of glass mosaic, already awarded and controlled by other branches of the IU BAC.
- d) Recognizing the fact that some parts of the Terrazzo and Mosaic Layers' work are similar to that of members of other branches holding membership in the IU BAC, it is understood that the work of the Terrazzo and Mosaic Layers cover the following:

- e) The laying of all terrazzo and mosaic where used for floors, walls, ceilings, walks promenade roofs, stair treads, stair risers, fascia, newel soffits, window stools, and aprons, etc., also to prepare and set all concrete, cement, temporary grounds where projection in terrazzo occurs, or other foundations or material that may be required to properly set and complete such work; the laying or bedding of all terrazzo and mosaic with any other material required in connection with the above work; the building, shaping, forming, and constructing of all work also the imbedding or setting of all strips of metal or any other material which may be used to form joints in and for the terrazzo and mosaic work. (Note) Except such pre-cast material controlled and awarded to other branches of the IU BAC, and also such other work that has been done as the custom and practice in this area.

Mosaic and Terrazzo Work shall also consist of, but not be limited to, the following work procedures and installation of the following materials:

- a) The installation of marble, mosaic, Venetian enamel and terrazzo; the cutting and assembling of mosaics; the casting of all terrazzo in shops on jobs; all rolling of terrazzo work.
- b) All scratch coat on walls and ceilings where mosaic and terrazzo is to be applied shall be done by the Mosaic and Terrazzo Workers.
- c) 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.
- d) All cement terrazzo, magnetsite terrazzo, dex-o-tex terrazzo, epoxy matrix terrazzo, exposed aggregate, rust washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixtures 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, binylm magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other binding materials when 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 the installation and finishing of terra-top and all other substitutes that may take the place of terrazzo work. The Terrazzo Worker shall have the right to use all tools which are necessary in the performance of his work.
- e) Cutting and assembling of art ceramic and glass mosaic comes under the jurisdiction of the Mosaic Workers and the setting of same shall be done by Tilelayers.
- f) The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines, shall come under the jurisdiction of the Terrazzo Workers.

When no additional stone aggregate is added to the finished mixture, even though the surface may be ground, the work shall come under the jurisdiction of the Terrazzo Workers.

- g) The installation of seamless composition and epoxy floor and base, exposed aggregate and plastic materials, including the use of color pigment, whether done by trowel, float, brush, roller, broom or any other process, shall be the work of the Terrazzo Mechanics.
- h) The application of epoxy floors, decks and base toppings, matrix and stone embedded flooring, decks and base, such as Dex-O-Tex Neotex Industrial 67, Desco Armtex 306, Duron Selbatwede, and other similar products, whether applied with a trowel, float, brush, roller, broom or any other process, shall be the work of the Terrazzo Mechanic.
- i) The installation of wire mesh or other types of reinforcing, when installed in conjunction with terrazzo, seamless composition, and epoxy flooring shall be the work of the Terrazzo Mechanic.
- j) The application of all primers and sealers, such as Kuklad 100 and other similar products, whether applied with a trowel, float, brush, roller, broom, or any other process shall be the work of the Terrazzo Mechanic.
- k) All acid washing, scarifying, etching and shot blasting of surfaces to receive terrazzo.
- l) The moisture testing of the slab or substrate and the use of all methods and procedures for checking a floor's tolerance and installing moisture mitigation materials.
- m) The installation of all fracture membrane materials on surfaces to receive terrazzo.
- n) The waterproofing, sealing and refinishing of tile, marble and terrazzo floors, walls and stairs
- o) The installation of floating floors made of interlocking tile, marble and terrazzo flooring systems and materials, including the installation of the foam mat underlayment. All support work shall be performed by the Finishers.
- p) Polished Concrete Flooring: The grinding, cleaning, application of chemicals buffing and polishing of concrete floors.
- q) The installation and finishing of all epoxy terrazzo alternatives, bio-resinous materials and any other environmentally conscious materials.
- r) The installation of 3D printed terrazzo tiles.

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

### **Robotics and Emerging Technologies – Terrazzo Mechanic and Terrazzo Finisher**

The preparation, setup, calibration, loading, operation, cleaning, and routine maintenance of any mechanical devices, automated or semi-automated systems, lasers, robotics, or other emerging technologies that are used to, including but not limited to, install, lay, form, cast, spread, screed, roll, strike, float, trowel, edge, finish, cut, anchor, fasten, secure, point, grout, fill, grind, polish, seal, clean, repair, replace or restore mosaic and terrazzo materials and surfaces, or otherwise assist the Terrazzo Mechanic and Terrazzo Finisher in performing any of the work described in this Agreement, as well as, the preparation and ongoing maintenance of the work area to allow for proper installation and finishing of mosaic and terrazzo materials and surfaces.

### **Section 2A.**

#### **TERRAZZO FINISHERS**

The work performed by Terrazzo Finishers shall include, but not limited to, all handling of sand, cement, lime, terrazzo and all other materials that may be used in the installation of terrazzo and all similar materials, dispose of all debris relevant to the work, the distribution by hand or by use of any power-driven equipment of the above materials. Rubbing, grinding and cleaning, polishing, and sealing marble mosaic and terrazzo floors, and wainscoting, curbs, steps, and base. Including, but not limited to, magnesite terrazzo, dex-o-tex terrazzo, epoxy matrix terrazzo, 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 rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, or any other substances when used on the building by, hand or machine, any new method of installation such as caulking and sealing of all new terrazzo material, also acid etching of new or old surfaces, also all priming for the installation of new materials and the installation of the above materials.

Terrazzo and Mosaic Finishers shall also do the preparing, mixing and distributing, with shovel, rake or hoe, all kinds of concrete and foundations necessary for composition terrazzo, terrazzo and mosaic work, all scratch coat used for such purposes, also rubbing, grinding, cleaning and finishing same by hand or machine and such work listed as composition terrazzo and terrazzo work. This shall also include the application of all wax and sealer to all composition terrazzo, and terrazzo. They shall also assist in the installation of the sand bed, tar paper, wire lath or mesh, rolling procedure and acid etching of all concrete floors that require it before installation.

Latex, magnesite, monolithic, epoxy, polyester and all new types of terrazzo floors resulting from research and development, new materials and processes being introduced in the terrazzo industry that use either marble or terrazzo chips, or that have to be ground or sanded, shall be considered the same as terrazzo.

It is the work of the Terrazzo Finisher to help the Terrazzo Mechanic in the laying of all terrazzo and mosaic where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair riser fascia, newel soffits, window stools, and aprons, etc. Also, to prepare and set all concrete, cement, temporary grounds where protection in terrazzo occurs, or other foundations or material required to properly set and complete such work, the laying or bedding of all terrazzo and mosaic with any other material required in connection with the above work, the building shaping, forming, and constructing of all work, also the imbedding or setting of all strip or metal or any other material.

The cleaning and vacuuming of floors and the removal of all trash and waste associated with the installation and grinding of terrazzo and seamless epoxy floors.

The mixing and handling of all materials associated with moisture mitigation.

The mixing and handling of all materials associated with fill materials used to meet floor tolerances.

The mixing and handling of all materials used for the treatment of floor cracks, saw cuts and expansion joints.

The loading and unloading of all terrazzo materials used for the installation and grinding of terrazzo and seamless epoxy flooring materials.

The installation of floor protection by whatever means and methods shall be the work of the Terrazzo Finisher.

### **Section 3.**

#### **TILELAYERS' 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 cementious 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 Tilesetter 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 Durock, 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.

The installation of epoxy floor coatings shall be the work of the Tilelayer.

The waterproofing, sealing and refinishing of tile, marble and terrazzo floors, walls and stairs.

The installation of floating floors made of interlocking tile, marble and terrazzo flooring systems and materials, including the installation of the foam mat underlayment. All support shall be performed by the Finishers.

Polished Concrete Flooring: The grinding, cleaning, application of chemicals, buffing and polishing of concrete floors.

The installation of 3D printed terrazzo tiles.

### **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 3A.**

#### **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.

The Tile Finisher shall perform all support work on epoxy floor coating installation work.

#### **Section 4.**

### **RESILIENT AND CARPETING**

#### **a) Resilient Floors**

The term "Resilient Floors" shall consist of and include the unloading, handling, distribution, installation and laying of all designs and systems of wood block, wood composition, cork linoleum, asphalt, mastic plastic, rubber tile, poured composition floors, either nailed, troweled or laid in or with lino paste or glue composition or substitute material. All necessary preparation of sub-surface as above.

All necessary preparatory work: cleaning, scraping, sanding, latexing, filling of holes, nailing, laying paper or other leveling underlayments such as latex, mastic, etc. and the spreading of pastes or any glue composition or substitute material.

The sanding and refinishing of all wood, cork or composition floors to be sanded or scraped, filled, sized, washed, waxed and buffed either by hand or power machines.

#### **b) Carpeting and Carpet Systems**

The term "Carpeting" shall include all measuring layouts, remaking cutting, fitting, sewing, sizing, binding, include accessories, laying, installation of carpet and carpet padding on the job or in the shop.

All sewing, binding, surging, repairing of carpets either by hand or power machine.

Cleaning and vacuuming of carpet after installation shall be assigned to the employees of BAC Local 3.

c) Linoleum Cutter

The term "Linoleum Cutter" shall include all cutting of materials for job contracts or store sales to be cut by linoleum cutter.

d) Sink Tops and Cabinets

The term "Sink Tops and Cabinets" shall include all metal trim and coverings for same. All cork, linoleum, linowall, congowall, veos tile, plexiglass, vinyl wall tile, composition tile, plastic tile, aluminum tile and rubber in sheets or tile form and application thereof. All Bolta Wall and Bolta Wall Tile and similar products.

e) The unloading, handling and distribution or resilient flooring carpet, carpet padding, cork, composition flooring and underlayments and accessories to stockpile (s) in the approximate area of installation of various floors so designated by the contractor shall be assigned to the employees of BAC Local 3.

f) Handling from stockpile (s) and including installation shall be assigned to the employees of BAC Local 3.

g) The jurisdiction of BAC Local 3 includes installation of all resilient type floor, including all linoleum and plastics, any materials used on window to reflect heat such as solar-ex, etc., sink tops, composition tile, ceramic tile, cork, asphalt, rubber tile, astro turf, etc., and all metal beading and preliminary work in connection with the same and all substitutes for the above-mentioned materials, all manner of carpet and rug work, male and female carpet sewers, measurement cutters, including installation and materials for installation.

## **Section 5.**

### **WORK ASSIGNMENTS**

The Employer agrees to assign to Employees represented by the BAC all work described in Article III Sections 1,1A,2,2A,3,3A,4 and in addition, such other new methods or types of tile, marble and terrazzo work which may be mutually agreed upon between the parties to this Agreement in the future.

## **Section 6.**

The assignment of marble-tile-terrazzo job site work, specified in Article III, Sections 1,1A,2,2A,3,3A,4 to workers other than BAC Craftsmen shall be deemed a material breach of this Agreement and shall be processed under the Arbitration Procedure, Article XVII, of this

Agreement. In addition, the Union shall have available to it any procedures and remedies provided for in Article IV, VI, XII, XIII, XIV Fringe Benefit and Other Payment Provisions. Any awards issued shall include payment of wages and benefits for those Employees who lost work opportunities.

## **Section 7.**

In addition to the work assignments set forth, all additional work assignments necessary to start and complete the entire installation and finishing of tile, marble, terrazzo and mosaic 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 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:

#### **Marble Masons, Tilelayers and Terrazzo Mechanics**

<b>Effective Date</b>	<b>Total</b>	<b>Wages</b>	<b>H/W</b>	<b>P</b>	<b>IPF</b>	<b>AF</b>	<b>ATF</b>	<b>IMI</b>	<b>MIEF</b>
8/1/22	\$96.77	\$59.17	\$11.49	\$11.59	\$2.73	\$7.99	\$.57	\$1.89	\$1.34
2/1/23	\$97.97	\$60.37	\$11.49	\$11.59	\$2.73	\$7.99	\$.57	\$1.89	\$1.34
8/1/23	\$100.12	\$62.42	\$11.49	\$11.59	\$2.73	\$7.99	\$.57	\$1.89	\$1.44
2/1/24	\$101.47	\$63.67	\$11.49	\$11.59	\$2.73	\$7.99	\$.57	\$1.89	\$1.54
8/1/24	\$103.72	\$65.77	\$11.49	\$11.59	\$2.73	\$7.99	\$.57	\$1.89	\$1.69
2/1/25	\$105.17	\$67.07	\$11.49	\$11.59	\$2.73	\$7.99	\$.57	\$1.89	\$1.84
8/1/25	\$107.42	\$69.22	\$11.49	\$11.59	\$2.73	\$7.99	\$.57	\$1.89	\$1.94
2/1/26	\$108.87	\$70.57	\$11.49	\$11.59	\$2.73	\$7.99	\$.57	\$1.89	\$2.04
8/1/26	\$111.07	\$72.77	\$11.49	\$11.59	\$2.73	\$7.99	\$.57	\$1.89	\$2.04
2/1/27	\$112.47	\$74.17	\$11.49	\$11.59	\$2.73	\$7.99	\$.57	\$1.89	\$2.04

#### **Marble and Tile Finishers**

<b>Effective Date</b>	<b>Total</b>	<b>Wages</b>	<b>H/W</b>	<b>P</b>	<b>IPF</b>	<b>AF</b>	<b>ATF</b>	<b>IMI</b>	<b>MIEF</b>
8/1/22	\$80.32	\$45.29	\$11.49	\$11.59	\$2.73	\$6.05	\$.57	\$1.58	\$1.02
2/1/23	\$81.28	\$46.25	\$11.49	\$11.59	\$2.73	\$6.05	\$.57	\$1.58	\$1.02
8/1/23	\$83.02	\$47.89	\$11.49	\$11.59	\$2.73	\$6.05	\$.57	\$1.58	\$1.12
2/1/24	\$84.12	\$48.89	\$11.49	\$11.59	\$2.73	\$6.05	\$.57	\$1.58	\$1.22
8/1/24	\$85.95	\$50.57	\$11.49	\$11.59	\$2.73	\$6.05	\$.57	\$1.58	\$1.37

2/1/25	\$87.14	\$51.61	\$11.49	\$11.59	\$2.73	\$6.05	\$.57	\$1.58	\$1.52
8/1/25	\$88.96	\$53.33	\$11.49	\$11.59	\$2.73	\$6.05	\$.57	\$1.58	\$1.62
2/1/26	\$90.14	\$54.41	\$11.49	\$11.59	\$2.73	\$6.05	\$.57	\$1.58	\$1.72
8/1/26	\$91.90	\$56.17	\$11.49	\$11.59	\$2.73	\$6.05	\$.57	\$1.58	\$1.72
2/1/27	\$93.02	\$57.29	\$11.49	\$11.59	\$2.73	\$6.05	\$.57	\$1.58	\$1.72

### **Terrazzo Finishers**

<b>Effective Date</b>	<b>Total</b>	<b>Wages</b>	<b>H/W</b>	<b>P</b>	<b>IPF</b>	<b>AF</b>	<b>ATF</b>	<b>IMI</b>	<b>MIEF</b>
8/1/22	\$95.51	\$58.09	\$11.49	\$11.59	\$2.73	\$8.02	\$.38	\$1.87	\$1.34
2/1/23	\$96.71	\$59.29	\$11.49	\$11.59	\$2.73	\$8.02	\$.38	\$1.87	\$1.34
8/1/23	\$98.86	\$61.34	\$11.49	\$11.59	\$2.73	\$8.02	\$.38	\$1.87	\$1.44
2/1/24	\$100.21	\$62.59	\$11.49	\$11.59	\$2.73	\$8.02	\$.38	\$1.87	\$1.54
8/1/24	\$102.46	\$64.69	\$11.49	\$11.59	\$2.73	\$8.02	\$.38	\$1.87	\$1.69
2/1/25	\$103.91	\$65.99	\$11.49	\$11.59	\$2.73	\$8.02	\$.38	\$1.87	\$1.84
8/1/25	\$106.16	\$68.14	\$11.49	\$11.59	\$2.73	\$8.02	\$.38	\$1.87	\$1.94
2/1/26	\$107.61	\$69.49	\$11.49	\$11.59	\$2.73	\$8.02	\$.38	\$1.87	\$2.04
8/1/26	\$109.81	\$71.69	\$11.49	\$11.59	\$2.73	\$8.02	\$.38	\$1.87	\$2.04
2/1/27	\$111.21	\$73.09	\$11.49	\$11.59	\$2.73	\$8.02	\$.38	\$1.87	\$2.04

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**

HW	-	Health & Welfare Fund
P	-	Local Pension Fund
IPF	-	International Pension Fund
AF	-	Annuity Fund
ATF	-	BAC Local 3 Apprenticeship and Training Fund
IMI	-	International Masonry Institute and Apprentice Training Fund
MIEF	-	Masonry Industry Equality 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 4.**

The parties hereto agree that Local No.3 may affiliate with the International Union of Bricklayers and Allied Craftsmen Trowel Trades Pension Fund.

#### **Section 5.**

##### **Dues Deduction, BAC-PAC**

- 1) It is agreed that the Employer shall deduct the amount specified by the Union as local dues deduction and International Union dues deduction from net wages after taxes, for each and every hour paid to all Employees (including apprentices) for all projects falling within the jurisdiction of this Agreement.
- 2) Each Employer shall also deduct hourly 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.
- 3) All such deductions shall be reported monthly on one form along with all the 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 the one form in accordance with the provisions of Article VI, Section 2 and 3.
- 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.
- 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.
- 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.



- 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.

#### **Section 6.**

There shall be only one hourly rate of wages paid to journeymen Employees on the same job, other than the foreman.

#### **Section 7.**

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 Employees on the job. This higher wage rate shall continue in effect until the completion of the job.

#### **Section 8.**

When an Employee is sent by an Employer to work in a jurisdiction where wage rates for Marble Masons, Tilelayers, Terrazzo Mechanics and Marble, Tile, Terrazzo Finishers is in excess of that which has been previously paid to the Employee by the Employer, such Employee shall be paid the higher wage rate prevalent in the jurisdiction to which they were sent.

#### **Section 9.**

When Marble or Tile Mechanics are employed in Maine, New Hampshire, and Vermont and when they are being paid the lower BAC mechanics rate of wages applicable to that area, Marble and Tile Finishers will be paid the same lower rate of wages comparable to the mechanic on the same percentage basis. This shall also include overtime wage rates.

#### **Section 10.**

When an Employee is hired and told to bring his tools to the job and is not put to work, weather permitting, he shall receive four (4) hours pay.

#### **Section 11.**

When there are four Mechanic employees on a job, one shall be designated as the Foreman and shall receive a minimum of four dollars (\$4.00) per hour above the journeyman's wage rate. Effective January 1, 2018, all foreman shall complete the OSHA 30 Hour Certification Program in Construction.

#### **Section 12.**

Job foremen, superintendents, project or company supervisors, roving foremen or other supervisory individuals shall be practical mechanics in the branch of trade over which they exercise supervision, and members of the IU BAC.

### **Section 13.**

All overall increases or decreases received by the Bricklayer members of the Bricklayers and Allied Craftsmen, Local No.3 Eastern Massachusetts, within a contract year, shall be awarded to the Marble Mason, Tilelayer, and Terrazzo Worker members of said Local No.3.

### **Section 14.**

Effective April 1, 1999 and thereafter, hourly Health & Welfare Employer contributions shall be paid to the Massachusetts Bricklayers and Masons Trust Funds for all new Terrazzo Finishers and apprentices for each and every hour paid. Said hourly employer contributions shall be deducted from the gross base wage and shall be the same hourly contribution rate as Terrazzo Mechanics.

Effective July 1, 2003, hourly Health & Welfare Employer contributions shall be paid to the Massachusetts Bricklayers & Masons Trust Funds for all existing Terrazzo Finishers and apprentice Terrazzo Finishers for each and every hour paid. Said hourly Employer contributions shall be subtracted from the gross hourly base wage in effect at that time, and shall be the same hourly contribution rate as the Marble, Tile, Terrazzo Mechanics and Marble, Tile Finishers.

## **ARTICLE V**

### **Payment of Wages**

#### **Section 1.**

Employees are to be paid weekly in cash on the job during working hours. Payment may be made by check no later than Thursday upon permit issued by the Union, which permit shall be withheld only for doubt of ability to pay wages.

When an Employer's regular jobsite work week is Monday through Friday as specified in Article VIII Section 1, then the payment of wages must be made no later than the following Wednesday.

Should there be an intervening Holiday, payday shall be no later than the following Thursday.

**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 2.**

When an Employee is being laid off, the Employee shall receive their pay one hour before quitting time.

## **Section 3.**

When an Employee is discharged, laid off, or leaves a job of their own wishes, the Employee shall, upon demand, be paid in full immediately. If sent to the shop for payment, the Employee shall be allowed one-hour additional time.

## **Section 4.**

When an Employee is discharged, but does not receive his wages, he shall be entitled to compensation at working rates for the working time that shall have elapsed between the time of his discharge and time ultimately receiving his wages, provided he reports at the job and remains during working hours until payment is made.

## **Section 5.**

Any Employee transferring from one job to another during the scheduled working hours shall do so on the Employers' time.

## **Section 6.**

When an Employee is discharged, he shall be given a severance slip signed by the Employer setting forth clearly the reason for the discharge for the purposes of compliance with the Massachusetts Employment Security Law.

## **Section 7.**

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 on the pay envelope the following information: Name of Employer, Name of Employee, Number of hours worked, Social Security deduction, Federal withholding deduction, State withholding deduction, Net pay of Employee, Period ending, and total dues deduction.

## **Section 8.**

Employees who do not receive their pay in the timely fashion as stated in this Article shall be required to wait beyond quitting time for their pay and shall be paid for all waiting time at the straight time rate, including pay for any time that might be lost on subsequent work days.

# **ARTICLE VI**

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

### **Section 1.**

The parties hereto jointly agree to accept and be bound by the provisions of the written:

- a) Agreement and Declaration of Trust, dated and effective November 29, 1999, for the Massachusetts Bricklayers & 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 & Masons Annuity Fund.
- d) Any amendments thereto, hereinafter known as the "Funds" for the benefit of all Employees covered by this Collective Bargaining Agreement.
- e) The parties hereto agree that BAC Local 3 Massachusetts may affiliate with the International Union of Bricklayers and Allied Craftsmen Trowel Trades Pension Fund.

The Employer agrees to increase the hourly contribution to the International Pension Fund as follows: August 1, 2017 - \$.13, August 1, 2018 - \$.13, August 1, 2019 - \$.14, August 1, 2020 - \$.15, August 1, 2021 - \$.16.

- f) The Employer hereby agrees to participate in the Massachusetts Bricklayers and Masons 401K Plan on behalf of all Employees represented for purposes of collective bargaining under this Agreement.

Effective January 1, 1999, the Employer agrees to make or cause to be made, pre-tax payroll deductions from participating Employees' wages, in accordance with each employee's salary deferral election, subject to provisions. The Employer will forward the withheld sum to the Massachusetts Bricklayers and Masons Trust Funds or its successors at such time and in such form and manner as required pursuant to the Plan and Declaration of Trust and requirements of law. Each Employee shall have the opportunity to change the amount of wages so deferred at intervals specified in the Plan and Declaration of Trust.

## **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 as provided for under Massachusetts law. 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-state geographical area of BAC Local 3 Massachusetts and 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 worked 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 IV, 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 Commonwealth of Massachusetts and the contractual provisions of such surety bond has been filed and approved by the Insurance Commissioner for the Commonwealth of Massachusetts.
- 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 VI, 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 VI, 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 VI, 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 VI, Section I, A through D, inclusive in this Agreement, as now in effect and as amended from time to time hereafter.

#### **Section 8.**

The Association, the Union and each Employer hereby agree to be bound by the Bricklayers and Masons Fringe Benefit Collection Plan of the various Funds listed in Article VI Section 1, (a) through (c), inclusive of this Agreement, as now in effect and as amended from time to time hereafter.

#### **Section 9.**

- 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 any Local Union of the International Union of the Bricklayers and Allied Craftsmen.
- 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 I, Section 3 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 10.**

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 11.**

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 VII**

#### **Travel Expenses**

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

Each and every Employee who is sent out of town shall have travel expenses paid at the following rates:

0-10 miles -	Free Zone
0-60 miles -	.65 per mile - No travel time
61-90 miles -	\$200.00 per day
90 miles and over -	\$1,400.00 per week, board and room and a round trip at the start and finish of the job current mileage rate. Single days, \$200.00 per day.

Travel expenses shall be paid on a round-trip basis calculated from the Massachusetts State House in Boston.

## **Section 2.**

On board jobs that may last for more than five (5) days, upon request of an Employee, the Employer shall pay fares and the first week's board in advance.

## **Section 3.**

Any Employee who is sent to work on a board and room job shall be paid for the extra travel expense at an amount equivalent to the straight time rate, but not exceeding eight hours in any one twenty-four-hour period, and for his extra transportation and subsistence expense. All travel time shall be computed on a sixty-five (.65) mile an hour basis.

## **Section 4.**

Should the living expenses, namely room and board only, be greater than that allowed herein, the Employee, before he may receive additional expense, must show on a weekly basis all cost incurred and make a statement to the fact that all attempts have been made by him to keep within the agreed allowance.

## **Section 5.**

The official guide for mileage readings will be the "Milo Mileage Guide Book for Massachusetts".

## **Section 6.**

On all jobs 91 miles and over, one round trip fare at the current mileage rate is to be paid on Memorial Day, Fourth of July, Thanksgiving Day, and Christmas Day. Employees are to travel on their own time.

## **Section 7.**

One hour's traveling time shall be allowed each day to jobs on the Islands of the Harbor.

## **Section 8.**

Employees shall not be required to possess an automobile as a prerequisite to employment. Employees transporting materials, ladders, and other equipment to job sites in their personal vehicles shall be compensated for the use of their vehicles by the Employer at the rate of \$100.00 per day, in addition to the payments of other expenses specified in Article VII.

Any disputes under this Section must be presented to the President/Secretary-Treasurer or the Employer within five (5) days after receiving weekly wages. Failure of Employee to so notify shall render a dispute null and void.

## **ARTICLE VIII**

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

#### **Section 1.**

Eight (8) hours shall constitute a day's work, performed between the hours of 8 A.M. and 12 Noon, 12:30 P.M. and 4:30 P.M., on Monday, Tuesday, Wednesday, Thursday, Friday, making forty (40) hours which constitutes a week's work.

In the event that a particular operation may request permission to deviate from the above hours within the hours of 6 A.M. to 5 P.M., such permission may be granted by the President/Secretary-Treasurer of the Union.

#### **Section 2.**

The day celebrated as a Holiday shall be New Year's Day, Presidents' Day, Patriot's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Any Holidays listed in this Agreement that falls on a Sunday shall be observed on the Monday.

Above are the only Holidays recognized under this Agreement. Should any Employer observe any other holiday(s) by shutting down job on said days, each Employee employed on 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 Employees on the job.

#### **Section 3.**

All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, Sundays and Holidays, shall be paid for at the double-time rate of wages.

## **ARTICLE IX**

### **Contracting and Contractors**

#### **Section 1.**

An Employer entering into the contracting business, must contact the Union before they start to operate, and sign an Agreement that they will abide by this contract and the following:

- a) Carry Worker's Compensation Insurance (showing policy number and name of insurance company),
- b) Pay Old Age Social Security Tax (showing Identification Number),

- c) Take out of Employees' salaries the withholding tax as required by the U.S. Government and Massachusetts withholding tax,
- d) Pay Unemployment Tax to the Commonwealth of Massachusetts, Division of Employment Security.

## **Section 2.**

In order to maintain status as an Employer signatory to this Agreement, the Employer must maintain a permanent business address, such as a warehouse, store, office or combination thereof.

## **Section 3.**

No Employer, his representative, or Employee shall bargain or contract with each other to lay a designated number of feet for the day's work, nor shall they bargain or contract that an Employee do a certain piece of work in a designated time. This bargaining or contracting shall be looked upon as piece work, lump work, or task work, and is not countenanced by the organizations signing this Agreement.

## **Section 4.**

It is contrary to sound business principles and the spirit of this Agreement for Employers to work with the tools, thus depriving Employees of employment.

## **Section 5.**

When a contract has been awarded by either the architect, owner, general contractor, construction manager, consulting firm, or any awarding authorities, all phases of the tile, marble, or terrazzo, both the interior and exterior shall be performed by one Employer under the terms of this Agreement. No Employer who has been awarded a contract shall sublet or lump any portions of the work to another subcontractor or individual. This provision shall not apply to an Employer who has been awarded a multi-craft contract.

## **Section 6.**

Except for filed sub-bids, the Employer agrees that he will not subcontract any work covered by this Agreement which is to be performed on the job site except to Employers who are parties to a Collective Bargaining Agreement with the Union.

The subletting, assigning or transfer by an individual Employer of any job site construction work in connection with employment covered by this Agreement to any person, firm or corporation not recognizing Local 3 as the collective bargaining representative of his Employees on any covered work assignments to be performed at the work site on new construction, alteration, additions or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

#### **Section 7.**

No Employer signatory to this Agreement shall furnish supervision or furnish Employees who regularly work for him to another Employer who has contracted work on a public project under the File Bid Laws of the Commonwealth of Massachusetts, with the intent of violating the File Bid Laws. This Section shall not apply where a substitution has been agreed to by the Awarding Authority.

#### **Section 8.**

When the Employer has any work specified in Article III of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another affiliate of the International Union of Bricklayers and Allied Craftsmen, the Employer agrees to accept and be bound to the full terms and conditions of the Agreement in effect in the job-site area, including the subcontracting provisions. In the event the Employer subcontracts work specified in Article III, the Employer agrees to subcontract such work to an Employer who is signatory to the applicable Bricklayers and Allied Craftsmen Collective Bargaining Agreement in that respective 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, Section 1 of this Article but in no case less than the established minimum wage scale of the Local Agreement covering the territory in which such work is being performed plus all fringe benefit contributions specified in the jobsite Local Agreement. The Employer shall in all other matters accept and agree to be bound to 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 III of this Agreement the full terms and conditions of this Agreement shall apply.

#### **Section 9.**

All Employers starting work covered by this Agreement shall notify the President/Secretary-Treasurer or Field Representative of the Union or Field Representative 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 or telegram to the Union outlining the scope of work and manpower requirements.

#### **Section 10.**

The Employer, prior to commencing work in an area in which he does not have his principal place of business, agrees to notify Local 3 for the purpose of a pre-job meeting. The President/Secretary-Treasurer of the Union or Field Representative and the Employer shall meet to review the project and to discuss and assess manpower requirements. No Employer shall deliberately underman a job in order to restrict the number of Employees to his key personnel or

otherwise engage in any hiring practice which discriminates against qualified journeymen whom are residents of the Local 3 territorial jurisdiction.

#### **Section 11.**

In order to maintain an accurate wage rate, each Employer agrees to supply the Union, upon request, with all the necessary, pertinent information required for the completion of the United States Department of Labor Form WD-10.

#### **Section 12.**

Whenever any Signatory Employer performs work as a management consultant, construction manager, developer, owner/builder who solicits bids from subcontractors, considers proposals submitted by subcontractors or coordinates work performed by subcontractors, it shall be deemed to be an Employer subject to the terms and conditions of this Agreement.

#### **Section 13.**

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 payment and arrears of fringe benefit fund contributions to all the respective Trust Funds for work performed on his jobsite.

### **ARTICLE X**

#### **Union President/Secretary Treasurer, Field Representatives and Stewards**

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

The Union's President/Secretary-Treasurer or Field Representatives may visit any buildings under construction.

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

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

The shop steward, in the performance of his duties, shall be the last man on the job, other than the foreman. All stewards shall be qualified workmen performing the work of their craft.

### **Section 3.**

The shop steward shall take charge of any injured or sick employee and the shop steward shall be paid for any lost time in so doing, on the day of injury.

### **Section 4.**

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

## **ARTICLE XI**

### **Terms of Employment**

#### **Section 1.**

The Employer agrees that it shall be a condition of continued employment for an Employee to become and remain a member of the Union seven days after the signing of this Agreement or seven days after the commencement of his employment, whichever is later.

The Employer agrees upon the request of the Union to discharge any Employee who has failed to tender the initiation or reinstatement fees and periodic dues required of all Union members, provided that the Union has given the Employer notice that his Employees' obligation to make payments has not been met; and provided further that membership in the Union was made available to the Employees on the same terms and conditions generally applicable to other members.

#### **Section 2.**

When work on any job stops, for any reason, and then is resumed, each Employee who is laid off on this account, shall be given preference to return to work on that job.

#### **Section 3.**

Employees shall be allowed at least five minutes to reach the main locker on the ground floor before 12 Noon and five minutes before 4:30 P.M. Employees working on the fifth floor, or the equivalent distance, shall be allowed ten minutes before 12 Noon and ten minutes before 4:30 P.M. and two and one-half minutes for each additional five floors to reach the main locker. Employees shall not leave the locker before 8:00 A.M. and 12:30 P.M. when going to work.

#### **Section 4.**

Under ordinary circumstances, Employees will not be scheduled to work Saturdays or Sundays. In case of emergency, the President/Secretary-Treasury of the Union or Field Representative shall be consulted by the Employer. If the President/Secretary-Treasurer. or Field Representative

determines that danger to life or property would result from discontinuing operations, he shall give permission for the work to be continued on Saturday or Sunday.

#### **Section 5.**

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 of 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 6.**

All special tools required by the Mechanic, including but not limited to, cutting blades, buffing-polishing-cleaning pads, angle grinders, wet saws, straight edges, 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 7.**

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

Employees requested by an Employer to wear protective equipment shall have such equipment provided by the Employer at no expense to the Employee. Such equipment must be hygienic.

#### **Section 8.**

A coffee break, not to exceed ten minutes, shall be allowed every morning and afternoon with the understanding that either a finisher or apprentice shall be allowed to get the refreshments. The break shall start when the refreshments are brought to the Employees.

#### **Section 9.**

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 10.**

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 11.**

In order to maintain a sufficient number of skilled Employees for the area, an out of town Employer shall be allowed to employ one key man on the job, with the remaining Employees to be supplied by Local No.3. In the event that the key man's total wage package, wages plus fringe benefits exceeds the rate of wages paid to local Employees, that higher rate shall become the prevailing rate and shall be the rate paid to all Employees on the job.

#### **Section 12.**

All fringe benefit Employer contributions must be paid for each Employee including probationary Employees working with the tools on the job site, including foremen working with the tools.

#### **Section 13.**

When Tilelayers, Marble Masons, and Terrazzo Workers and Finishers are working where structural ironworkers or any other trades are at work above them, proper overhead covering must be provided before Employees are assigned to that area. If proper covering is not provided within a reasonable time, Employees will not be permitted to work on the job.

#### **Section 14.**

Employees shall not be transported in open trucks.

#### **Section 15.**

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.

#### **Section 16.**

Tile and Marble Finishers shall do work as deemed necessary as instructed by the Tile or Marble Mechanics on the job site. This may include the cleaning and grouting, and other work as has been the customary practice of the trade.

#### **Section 17.**

In order to protect the health and safety of Employees against the ill-effects of silicosis and other respiratory diseases, the dry-cutting and grinding of materials shall be prohibited, except when the use of water is not feasible. In the event that dry-cutting or grinding becomes necessary, in accordance with OSHA regulations, the Employer agrees to provide to affected Employees, properly-fitted, full-face respirators as part of a complete respiratory-protection program. Additionally, the Employer agrees to make every effort to ensure that other engineering and work practice controls are in place to control dust, such as: a vacuum with a high efficiency particulate air filter or other dust-control systems.

### **Section 18.**

The use of personal cell phones, iPods, radios and electronic devices is strictly prohibited at the site of construction projects during working hours.

### **Section 19.**

When mast climbing scaffolding is used on projects under the jurisdiction of the Union, the contractor shall make available at the project site a copy of the Manufacturer's Specification Data Sheets, User's Guide Erection Manual and Safety Information for the Model being used on the project. A list of licensed operators and erectors will be made available to the Union.

### **Section 20.**

A minimum of one Mechanic and one Finisher shall work as a team in lifting and laying all tile floor units 3'x3' or larger, whether ceramic, porcelain, quartz, agglomerate, thin panel, marble and other natural stone.

### **Section 21.**

If allowed by the General Contractor, the Employer shall provide a suitable lock box for the exclusive use by Mechanics and Finishers to store and secure personal tools and clothing. The Employer shall be responsible for the loss of tools and clothing in the event of theft or fire.

### **Section 22.**

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 or marble and grinding terrazzo materials more than 40% of the hours during the work week.

## **ARTICLE XII**

### **Apprenticeship and Training**

#### **Section 1.**

In order to provide sufficient skilled Marble, Tile and Terrazzo Mechanics and Finishers for the natural increase of the trade, it is agreed to by both parties to this Agreement that an apprenticeship system be established.

## **Section 2.**

All parties to this Agreement agree to enter into a formal training program. All apprentices in the marble, tile and terrazzo trade shall be indentured to the Joint Apprenticeship Committee of the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund.

## **Section 3.**

All questions of mutual concern that cannot be resolved by the Joint Apprenticeship Committee shall be referred to the Plan of Arbitration as provided in Article XV of the Bricklayers and Allied Craftsmen Agreement.

## **Section 4.**

The parties agree to continue each of the present Marble, Tile and Terrazzo Mechanics and Finishers Apprenticeship and Training Funds. The Funds will be operated under the appropriate Agreement and Declaration of Trust of the Joint Apprenticeship Committee of the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund. The parties jointly agree to be bound by and to the above stated Agreements and Declaration of Trust and any amendments thereto.

## **Section 5.**

Each Employer agrees to pay the amount specified in Article IV for each hour paid to each marble, tile and terrazzo Employees, including apprentices to the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund.

## **Section 6.**

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

## **Section 7.**

Employers' contributions shall be used exclusively for the training and education of apprentices and/or journeymen upgrading, advancement, and cross-training and for the administrative costs of the Joint Apprenticeship Fund.

## **Section 8.**

Each Employer shall employ a ratio of one (1) apprentice to three (3) Marble, Tile and Terrazzo Journeyman Mechanics and Finishers employed by the Employer. Indentured apprentices shall be assigned to the Employers by the Union or authorized Apprentice Fund 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 twenty-four (24) hours prior notice to the Administrator. Under the terms of this Section, a local apprentice shall be given preference in all cases.

## **Section 9.**

The wages of apprentices covered by this Agreement shall be as follows:

### **Marble-Tile-Terrazzo Mechanics**

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

### **Marble-Tile-Terrazzo Finishers**

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

## **ARTICLE XIII**

### **International Masonry Institute**

#### **Section 1.**

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 2.**

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 3.**

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

Any Employer who does not pay the International Masonry Institute (IMI) contribution, must pay that amount as an additional payment to the Bricklayers and Allied Craftsmen Local 3 Apprenticeship & Training Fund.

## **ARTICLE XIV**

### **Masonry Industry Equality Fund**

#### **Section 1.**

Each Employer subscribes to and agrees to be bound by the Masonry Industry Equality 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.**

The Masonry Industry Equality Fund shall be governed by a Board of Trustees and the Union and the Employer shall have equal voting power.

#### **Section 3.**

Each Employer shall pay to the Fund the amount set forth in Article III Wages for each hour paid to its Employees covered by this Agreement.

#### **Section 4.**

The payments to the Fund shall be reported on the same form, paid in the same manner and included in the same check as all the other Funds payments provided for in the Agreement.

#### **Section 5.**

Failure of an Employer to pay the prescribed hourly contributions to the Fund in a timely manner shall be a violation of this Agreement.

#### **Section 6.**

The Fund shall be audited annually by an independent certified public accountant. A copy of the audit shall be made available to all parties hereto.

## **ARTICLE XV**

### **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 lunch period at the midpoint of the second and third shift. Consistent with Article XI, Section 8, there will be two breaks per shift.
- d) There shall be a 15% premium added to the basic hourly wage rate paid to Employees when working on a second and third shift, effective November 1, 2022.
- e) Where no third shift exists, time worked beyond the end of the second shall be paid for at the overtime rate.
- f) No shift work will be permitted for less than three (3) consecutive regular working days.
- g) 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.
- h) 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.
- i) In the case of the 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.
- 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.

## **ARTICLE XVI**

### **Agreement of Reporting Policy**

It is agreed upon, that in light of the increasing open-shop competition, if a report is made to the Union in writing that an Employer is performing work at a Union job site, in a non-union manner that the Union will investigate and respond in writing to either the individual Employer member who filed the inquiry with the Union, or to the Association within sixty (60) days with the following information:

- a) Date of initial contact with owner and/or general contractor.
- b) If the Employer in question signs an Agreement with the Union, the dates and the total hours fringe benefits paid to the Union for the particular job in question and the number of Employees working for the Employer in question, and their status with the Union.
- c) The Union's response and proposal, if in fact a non-union Employer does have the contract to install and finish marble, tile, terrazzo or a related product covered under the current contract between the Association and the Union.

## **ARTICLE XVII**

### **Plan of Arbitration**

In case of misunderstanding between Employee and the Employer or a dispute over the interpretation of the provisions of this Agreement, the matter shall be referred to the Employer and the President/Secretary-Treasurer of the Union and the matter shall, failing adjustment, be adjusted as hereinafter provide

A committee of not more than six (6) shall be appointed as an Arbitration Board, to consist of three (3) members from the Union and three (3) members from the Association to whom a dispute will be referred. Each side shall have equal voting power. The Board shall meet to consider and act on the matter within thirty (30) days, and the decision of such Board shall be final and binding on both parties. The Board shall make its decision within 72 hours.

In the event of the failure of the Board to arrive at a solution, an Umpire shall be chosen by them, to whom the matter in dispute shall be referred, whose decision shall be final and binding. If an impartial Umpire cannot be agreed upon within five (5) days, the Umpire 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 Umpire shall be final and binding on both parties. The Board of Arbitration or Umpire shall not have the power to add to, subtract from, or modify any terms of this Agreement. The cost of the arbitration shall be borne equally by both parties.

## ARTICLE XVIII

### Expiration

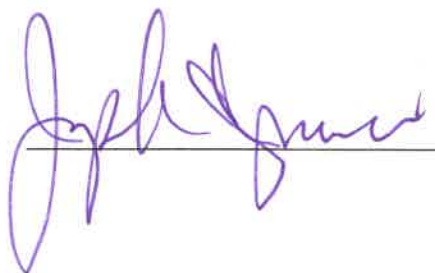
#### Section 1.

This Agreement will expire July 31, 2027, but if neither party of this Agreement gives notice in writing to the other party on or before June 1, 2027, that it desires a change and after July 31, 2027, then this Agreement will continue in effect until July 31, 2028 and so on each year thereafter, unless on or before June 1, of each year thereafter a notice is given by either party.

#### Section 2.

This Agreement shall be binding upon each Employer, its successors and assigns.

**Marble, Tile and Terrazzo  
Contractors Association of  
Massachusetts**



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**Bricklayers & Allied Craftsmen  
Local No 3 Massachusetts**



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**SCHEDULE A**

**MARBLE, TILE, AND TERRAZZO CONTRACTORS  
ASSOCIATION OF MASSACHUSETTS**

DePaoli Mosaic Company

High Point Interiors, Inc.

JAJ Tile Co., 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 the 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 when 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 Marble, Tile, Terrazzo 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.

#### **EMPLOYERS**

**Marble, Tile and Terrazzo  
Contractors Association of  
Massachusetts**



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#### **UNION**

**Bricklayers & Allied Craftsmen  
Local No 3 Massachusetts**



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