

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

June 1 2026 - May 31, 2029

This Agreement is entered into this first day of June 2022, by and between the Associated Tile Contractors of Southern California (hereinafter “ATC” or “Contractor”) and Bricklayers and Allied Craftworkers Local No. 4, California (hereinafter “Union”) and covers all work performed by members of the Tile & Stone Layer Craft and the Tile & Stone and Marble Finisher Crafts as provided in Article III.

ARTICLE I

Recognition of Union and Multi-Employer Bargaining Unit

Following a demand by the Union for recognition as the Section 9(a) majority and exclusive collective bargaining representative, the ATC recognized the Union as the majority and exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act, 29 U.S.C. § 159(a), for all employees of ATC members performing work covered by this Agreement, based upon a showing of evidence by the Union or an offer by the Union to show evidence that a majority of the bargaining unit employees have authorized the Union to represent them in collective bargaining. The ATC first extended Section 9(a) recognition to the Union on June 1, 1997, and reaffirmed that Section 9(a) recognition on June 1, 2026, on behalf of all individual contractors that were then ATC members.

The parties’ intent, as expressed in the predecessors to this Agreement, has been to establish a multi-employer bargaining unit comprising all of the members of the ATC who were members of the ATC at the time the ATC first extended recognition to the Union as the Section 9(a) majority and exclusive collective bargaining representative for the employees of all ATC members performing work covered by this Agreement. The parties’ intent has also been that any other individual Contractors that become bound to this Agreement, or that became bound to any of its predecessors after June 1, 2026, regardless of whether or not they are or become members of the ATC, agree to recognize the Union as the Section 9(a) majority and exclusive collective bargaining representative for their employees performing work covered by this Agreement, and to become part of the multi-employer bargaining unit established by this Agreement, upon a demand for such recognition by the Union based upon

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

ARTICLE II

Territory Covered

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

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

ARTICLE III

Work Covered

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

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

- (a) All burned clay products, as used in the Tile Industry, either glazed or unglazed.
- (b) All composition materials, marble tile, natural/faux stone tile, slate tile, granite tile, glass, mosaics and all substitute materials for tile made in tile like units.
- (c) All mixtures in tile-like form of cement, metals, plastics and other materials, that are made for and intended for use as a finished floor surface, stair treads, promenade roofs,

walks, walls, ceilings, swimming pools and all places where tile is used to form a finished interior or exterior surface for practical use, sanitary finish or decorative purposes.

(d) Natural or simulated stone slabs for bathtubs, showers and horizontal surfaces, including countertops, including but not limited to amorphous silica or any other alternative to crushed silica.

(e) Thin tile that resembles full brick.

(f) Thin porcelain tile panels such as “Laminam,” “Techlam,” Stonepeak,” “Kerlite,” or other materials manufactured as described in ANSI A137.3.

(g) Any and all membranes, including but not limited to waterproofing membranes, crack isolation or “decoupling” membranes, and sound dampening membranes.

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

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

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

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

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

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

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

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

Section 4. Tile & Stone Finishers Work. Tile Finishers shall mix all mortar by hand or machine, do all cleaning and grouting of all tile installed by the Tile & Stone Layer or similar worker, handle all sand, cement, lime, tile and any other materials and all chemicals that may be used by the Tile & Stone Layer or similar worker, after being delivered on the job. Tile & Stone Finishers shall also install any and all membranes that may be required, including but not limited to waterproofing membranes, crack isolation or “decoupling” membranes, and sound dampening membranes, caulking, and “on site” fabricating.

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

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

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

(c) Marble Finishers shall perform all utility work including but not limited to, loading and unloading of trucks, distribution of all material (stone, sand, etc.), stocking of floors with material, all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polish, patching if needed, “on site” fabricating, pointing up, caulking, grouting and cleaning of marble, use of tub saw or any other saw needed for preparation of material, drilling of holes, for wires that

anchor material set by Marble Masons, mixing up of molding plaster, thinset, and mortar for the installation of material and such other work as may be required in helping a Marble Mason. This does not restrict the Marble Setter from assisting the Marble Finisher on completion of a job.

(d) Bull-Gang Foreman's hourly wage rate shall be \$3.50 per hour over the regular hourly rate of the Marble Finishers. Note: Bull-Gang Foremen on all jobs determined by employer.

ARTICLE IV

Grievance and Arbitration Provisions

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

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

Section 3. If such endeavors fail within ninety (90) days after certified notification, it is agreed that all questions or differences arising between the parties hereto which cannot be settled by the Joint Arbitration Board shall be submitted to an Impartial Arbitrator. If the parties cannot choose an Impartial Arbitrator, an Impartial Arbitrator shall be selected from the following panel of seven (7) arbitrators, three (3) to be stricken by each of the parties signatory hereto: Sara Adler; Chris Cameron; Matthew Goldberg; Bob Hirsch; Yuval Miller; Jon Monat; and David Weinberg. The parties shall determine by lot who shall strike first and then each side shall alternately strike a name until one name is left. That name shall be the one chosen by the parties as the arbitrator. Pending decision of the Arbitrator, the status quo at the time of the disagreement arose shall be maintained. The decisions of the Joint Arbitration

Board or the Impartial Arbitrator shall be final and binding on the Parties. If any dispute is submitted to the Impartial Arbitrator, the costs of the same shall be borne equally between the Parties.

Section 4. The parties recognize Industrial Wage Order 16. Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Appendix A of this Agreement. The procedures set forth in Appendix A shall be the exclusive method of resolving all alleged violations of this Wage Order.

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

Section 6. The Joint Arbitration Board shall have the authority, after due notice of hearing, to determine any and all violations of this Agreement, including the issue of arbitrability, and to assess damages for same. All damages assessed shall be paid to the damaged party or other injured person. A decision of the Joint Arbitration Board shall be final and binding. In the event a Contractor fails to comply with any decision of the Joint Arbitration Board or the Impartial Arbitrator, the Union shall have the right to take economic action against said Contractor, including but not limited to removal of men from the job, strike, picket or any other lawful economic action, except for a violation of the subcontracting clause, where judicial enforcement of the award shall be the exclusive remedy.

Section 7. In the event any work covered by this Agreement is performed in an unworkmanlike, unsatisfactory manner for reasons attributable solely to the employee's work and/or labor in the installation, setting, fabrication, and/or methods of affixing tile or other related products, the Contractor shall promptly notify the business Agent of the Union by phone and in writing. It shall be the duty of the business Agent to promptly inspect and investigate the job in question. It shall be the responsibility of the Union and the Contractor to jointly determine the competency of the employee and, if they so agree, they may reduce his/her wages to 85% until workmanship is upgraded. The preceding sentence as applies to 85% shall not be applicable to Tile and Marble Finishers. This Section shall not be applicable where the work has been performed by Apprentices with more than one year left on their

apprenticeship, or where there is inadequate supervision and/or instructions. The Union shall not be responsible for work done by its members.

Section 8. (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device of subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Contractor shall perform any work of the type covered by this Agreement, at the site of a construction project, under its own name or under the name of another, as corporation, company, partnership, or any other business entity, including a joint venture, in violation of applicable federal law, then, the terms and conditions of this Agreement shall be applicable to all such work.

(b) This Agreement shall be binding upon the Contractor, its successors, assigns, and any other entity managed or controlled by the Contractor which is created as a subterfuge to evade the terms and conditions of this Agreement.

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

ARTICLE V

Contracting of Labor

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

Section 2. Except as provided in subparagraphs (a) and (b) below, the Employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement.

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

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

(c) All charges of violation of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedures for the handling of disputes and the final and binding arbitration of disputes.

(d) If, as a result of a violation of this Article, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subparagraph (c) of this Section, or to defend an action which seeks to vacate such award or which challenges the legality or enforceability of this Section, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or the fund trustees, plus costs of litigation, which have resulted from the bringing of such court action.

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

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

Section 5. Any out of town Contractor coming into the jurisdiction of the Union who signs this Agreement shall be allowed to bring one (1) foreman or key man. Additional workers shall be obtained pursuant to Article XIII.

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

ARTICLE VI

Conditions of Employment

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

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

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

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

Section 2. (a) Except as provided in Article IV, during the term of this Agreement, the Union agrees that it will not authorize, sanction, encourage, or participate in any strike, work stoppage, picketing, or any other concerted refusal to perform work covered by this Agreement. During the term of this Agreement, the Contractor agrees that it will not institute a lockout of employees covered by this Agreement. Notwithstanding the foregoing, no employee working under the terms of this agreement shall be required to work on any premises at which there is a lawful primary picket line. Should any employee refuse to work behind such a lawful primary picket line, such employee shall not be entitled to show up pay.

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

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

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

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

Section 5. The parties agree to adopt the "BAC Code of Conduct: A Commitment to Quality, Dependability, and Value" attached as an Addendum to this Agreement.

ARTICLE VII

Payment of Wages And Subsistence

Section 1. (a) The Contractor shall pay all employees covered by this Agreement by a negotiable check for services and expenses each week and shall pay in full up to within seven (7) days of their regular pay day and the payroll shall be distributed on the job not later than 4:00 p.m., Friday of the same week. In cases where arrangements have been made to mail checks, then said checks shall be mailed by Special Delivery or in sufficient time that employees will receive same at their residence on Friday of the same week. If a worker is permanently laid off, wages are due and payable immediately at the time of layoff or discharge in compliance with the California State Labor Code.

(b) The employee shall receive a check stub for each check showing the Contractor's name and address, the pay-period covered, regular and overtime hours worked, employee deductions to all Trust Funds and all deductions required by law and all other information required by Section 226(a) of the Labor Code.

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

Section 2. (a) The following amounts shall be paid to cover expense and subsistence with the employee's primary residence being used as the measuring point. These expenses shall be shown as such on the pay check stub.

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

(c) When jobs are beyond 90 miles as measured by Google Maps, Contractors shall pay a subsistence allowance of \$120.00 per day for each day worked and \$120.00 per day for Saturdays, Sundays and holidays on jobs continuing over such Saturdays, Sundays and holidays.

(d) The driving distance for purposes of the payment of subsistence and expenses shall be determined by measuring from the location of the job to the location of the employee's primary residence. All such measurements shall be made utilizing Google Maps or other similar internet mapping service.

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

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

suffers or permits such overtime to be worked, the daily and weekly overtime rates for the regular work schedule set forth above in Section 3 of this Article shall apply.

Section 5. Shift Pay. (a) Regardless of whether an employee is working a regular work schedule or a compressed work schedule, if that employee commences work between the hours of 3:00 p.m. and 1:59 a.m., he or she shall be considered to be working a night shift and shall receive night shift pay therefor.

(b) The night shift pay for an employee working a regular work schedule shall be the regular hourly rate of pay, plus an hourly shift premium of two dollars (\$2.00), for the first eight (8) hours of work. Daily overtime for night shift work performed on the regular work schedule shall be paid as set forth above in Section 3 of this Article, except that daily overtime at the rate of one-and-one-half (1 ½) times the hourly rate of pay (including the shift premium) shall be paid for any work in excess of eight (8) hours in any twenty-four hour (24-hour) period, and at the rate of two (2) times the hourly rate of pay (including the shift premium) for any work in excess of ten (10) hours in any twenty-four hour (24-hour) period. Weekly overtime for night shift work performed on the regular work schedule shall be paid as set forth above in Section 3 of this Article, except that weekly overtime at the rate of one-and-one-half (1 ½) times the hourly rate of pay (including the shift premium) shall be paid for any work in excess of forty (40) hours in any one (1) calendar week, and at the rate of two (2) times the hourly rate of pay (including the shift premium) for any work in excess of fifty (50) hours in any one (1) calendar week.

(c) The night shift pay for an employee working a compressed work schedule shall be the regular hourly rate of pay, plus an hourly shift premium of two dollars (\$2.00), for the first ten (10) hours of work if the employee is working a schedule of four (4) days of ten (10) hours per day, or for the first twelve (12) hours of work if the employee is working a schedule of three (3) days of twelve (12) hours per day. No overtime shall be permitted to be worked on night shift compressed work schedules i.e., hours beyond those set forth in the previous sentence. Where a Contractor suffers or permits such overtime to be worked, the daily and weekly overtime rates for the regular night shift work schedule (set forth above in Section 5(b) of this Article) shall apply (including the shift premium).

(d) Pay rules shall be based on the day on which the shift commences (e.g. if a shift commences on a Friday and continues through midnight into Saturday, all hours will be treated as if performed on a Friday for purposes of this Article).

Section 6. (a) The following holidays are recognized as Legal Holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & following Friday, Christmas Day. Any legal holiday falling on a Sunday, the following Monday shall be observed as a holiday. All work performed on the actual date of any Holiday listed above shall be paid at the rate of double time; except the Friday after Thanksgiving, which will be at the rate of 1 ½ time.

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

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

Section 7. In the event of a work stoppage such as rain, or any other stoppage that is beyond the control of the Contractor, that does not allow the employee to work on a regular week day, it shall become the option of the employee to work on Saturday at the prevailing rate (straight time) as a make-up day. Generally, overtime pay shall not be owed for work performed on a Saturday unless and until the employee has worked eight (8) hours on that day or forty (40) hours over the course of the work week of which the Saturday is a part, whichever comes first.

Section 8. Any workers ordered to report for work for whom no work is provided shall be paid four (4) hours pay, inclement weather conditions or failure for a full crew (when needed) to report for work excepted. Workers reporting for work and claiming report pay under this Section shall first contact their employer or supervisor before leaving the job.

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

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

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

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

Section 9. (a) To the fullest extent permitted by applicable law, this Agreement shall operate to waive the payment of any paid sick leave or paid time off benefit currently in effect under federal, state, or local law, including but not limited to California Labor Code sections 245-249 and the following local ordinances. However, the parties agree that this Agreement does not waive the requirements of the Covid-19 Supplemental Paid Sick Leave law, California Labor Code §248.7 (SB 114), or any similar Covid-19 paid leave statute that may be enacted by the California Legislature:

(1) Santa Monica Wage/Paid Sick Leave Ordinance, Santa Monica Municipal Code Chapter 4.62; and

(2) West Hollywood Minimum Wage/Sick Leave Ordinance, West Hollywood Municipal Code, Title 5, Article V, Chapter 5.130.

Section 10. The parties agree to waive the benefit of the County of Los Angeles Contractor Employee Jury Service Program, and the terms of this Agreement are intended to supersede all provisions of the Program.

ARTICLE VIII

Trust Funds

Section 1. All of the terms and conditions of the plans governing operation of the Tile Insurance Trust Fund which shall include the Tile Industry Health and Welfare Fund, the Tile Industry Retirement Savings Trust Fund, the Tile, Marble and Terrazzo Employees Joint Apprenticeship Trust Fund, the Bricklayers and Trowel Trades International Pension Fund, the Tile and Marble Labor Management Cooperation Committee, Inc., the Southern California Tile, Stone, Marble & Terrazzo Compliance Trust Fund, the Associated Tile Contractors of Southern California, Inc. Contract Administration Fund, and the International Masonry Institute (collectively “Trust Funds”) are hereby incorporated into this Agreement by reference and the contractors agree to be bound by all the terms and conditions contained therein.

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

Section 3. The Contractor agrees to make those contributions to the various Trust Funds as are set forth in the Wage and Fringe Benefit Addendum. Except for the payment of Union Dues and Vacation contributions, such fringe benefit contributions shall not be considered as wages.

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

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

Section 6. All contributions shall be paid on or before the thirtieth (30th) of the month following the month in which the work was performed and if not so paid, the Contractor who has not paid such shall be considered delinquent and in violation of the Agreement. Such delinquent contributions shall be subject to interest and liquidated damages as specified in the

Declarations of Trust of the Trust Funds and/or the Trust Funds' Delinquency & Collection Procedures in place at the time of delinquency.

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

Section 8. If an Employer fails to make contributions to the Trust Funds within five (5) business days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Contractor shall be liable for all costs for collection of payment due together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

Section 9. In order to properly enforce this Agreement, it is further mutually agreed and understood that all Contractors signatory to this Agreement shall keep true and accurate records of their payrolls and expenses paid to employees covered by this Agreement, and shall make them accessible for inspection or audit by the Trustees and any of the Trust Funds, or appointees, or disinterested representatives appointed by the Joint Arbitration Board. If an inspection or audit conducted under this section discloses that additional contributions are owed by a contractor in an amount which exceeds 1% of the contractor's Trust Fund contribution for the period covered by the inspection or audit, the Trustees may require the contractor to pay the costs of the inspection or audit.

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

contributions, to determine the hours lost by employees covered by this Agreement and to compute the amount of contributions contractually required by the Employer.

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

ARTICLE IX

Bonding

Section 1. (a) Bonding Procedure -- All Contractors signatory to this Agreement shall be required to post a surety bond with the Tile Industry Health & Welfare Trust Fund in the amount of Seven Thousand, Five Hundred Dollars (\$7,500.00), or, in an amount equal to one-twelfth (1/12) of the total Trust Fund contributions made by said Contractor to the funds during the preceding twelve (12) month period whichever is greater.

(b) Any new Contractor shall be required to post a minimum bond of Seven Thousand, Five Hundred Dollars (\$7,500.00). Such Contractor shall be subject to quarterly audits for the first two (2) years of operation.

(c) Said bond shall be subject to assessment for payment due to the “Tile Industry Health and Welfare Fund”, the “Tile Industry Retirement Savings Trust Fund”, the “Tile, Marble and Terrazzo Employees Joint Apprenticeship Trust Fund”, the “Bricklayers and Trowel Trades International Pension Fund”, the “Tile and Marble Labor Management Cooperation Committee, Inc.”, the “Southern California Tile, Marble & Terrazzo Compliance Trust Fund”, the “Tile Employers Contract Administration Fund”, and the “International Masonry Institute” liquidated damages due any of the Trusts, prejudgment interest and for any other financial obligations of the Contractor under the collective bargaining agreement, including payment of wages.

Section 2. In the event that any Contractor signatory to this Agreement is determined by the Trustees of the Tile Industry Health and Welfare Fund to be delinquent in the payment of Trust Fund obligations, in an amount of ten percent (10%) of total monthly contributions owed by the Contractor, the JAB may, at its discretion, require the posting of an additional

bond in an amount the JAB deems sufficient to guarantee payment of current, delinquent, and future wages and fringe benefits provided for in this Agreement.

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

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

Section 5. The Tile Industry Health and Welfare Fund shall be empowered to hear and determine and levy on all bonds in the manner provided for in Article IV of this Agreement.

Section 6. A Contractor who files a late report (unless excused by the Board of Trustees of Tile Industry Health and Welfare Fund) will be responsible to pay interest on delinquent contributions at the rate of ten percent (10%) per annum from the delinquency date until payment is made in full. Liquidated damages of the greater of twelve percent (12%) per annum or \$1,000.00 will be assessed thirty (30) days after the delinquency date. Further, if a Contractor has two (2) assessments for liquidated damages within twelve (12) consecutive months, said Contractor shall, within seventy-two (72) hours after notice from the Trust Fund, post an additional surety bond with the Tile Industry Health and Welfare Fund in an amount the Delinquency Committee deems sufficient to guarantee payment of current, delinquent and future fringe benefits provided for in this Agreement.

Section 7. Any Contractor signatory to this Agreement, who has not made contributions to the Tile Industry Health and Welfare Fund for twelve (12) months prior to becoming a signatory party to this Agreement, shall post a bond as required under Section 1.

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

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

ARTICLE X
No Discrimination

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

ARTICLE XI
Severability

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

ARTICLE XII
Most Favored Nation

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

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

Section 3. Section 1 shall not apply to the clauses determining the length of the contract or the method of dispute resolution contained in project agreements executed with the Building Trades Council and the Union. In every other respect, all project agreements shall have the same wages, hours, benefits and working conditions as this Agreement and a copy of project agreement executed by the Building Trades Council and the Union will be sent to the President of the ATC.

ARTICLE XIII

Hiring and Dispatch

Section 1. The Contractor shall have the right to hire employees to perform work under this Agreement from any source, however, all employees who have not completed an applicable apprenticeship program for the craft the employee is to perform must first be evaluated through the JAC before hire and there shall be no exclusive hiring hall, except with regard to the dispatch of apprentices, as specified below in this Article. The Union shall maintain an “out-of-work” registry, with separate lists for each classification of employees under this Agreement, upon which unemployed Union members may register for work. The Contractor shall not be required to request the dispatch of journeymen from said registry, but may do so voluntarily in its sole discretion. If the Contractor requests the dispatch of journeymen from the Union, the Contractor shall not be required to hire in order of the journeymen’s names on the list. The Contractor shall report all employees hired to the Union by the end of the next business day, and shall require all employees hired to register with the Union within seven (7) days after the date of hire. The Union shall issue a written referral slip to the Contractor after the employee registers with the Union. The Contractor may discharge any worker for any cause that the Contractor may deem sufficient provided there shall be no discrimination on the part of the Contractor in hiring, discharge, or any other terms and conditions of employment against any worker for Union activity or on any basis prohibited by federal, state, or local law.

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

(a) Only qualified workers shall be permitted to work under this Agreement. A qualified Tile Layer shall be defined as a person who has completed a four (4) year apprenticeship or equivalent program in the setting of ceramic tiles; and/or who has passed a journeyman trade or equivalent test. A qualified Finisher shall be defined as a person who has completed a two (2) year apprenticeship or equivalent program of finishers work experience and/or who has passed a journeyman trade or equivalent test. The provisions of this Section 2, paragraph (a) shall not be applicable to apprentices.

(b) The Union shall establish and maintain an “out-of-work” registry for journeymen, which may be limited to Union members, with separate lists for each classification of employees under this Agreement, upon which unemployed Union members may register for work. No Contractor shall be obligated to request the dispatch of journeymen from that registry, however, but may do so at their sole discretion.

(c) Any worker may be re-evaluated on request if his or her production and quality is not consistent with current classification.

Section 3. Tile & Stone Layer and Finisher Apprentices. Apprentices shall be dispatched and referred as follows:

(a) Apprentices who are unemployed shall be registered on the Union’s Apprentice Available For Work List. Apprentices shall be registered on the applicable out of work list in the order of time and date of registration.

(b) The Contractor shall call the Union office when in need of apprentices. The Union shall immediately dispatch to the Contractor the number of apprentices needed and requested by the Contractor by use of a written dispatch slip stating information pertinent to the prospective employment. The selection of apprentices for dispatch to jobs shall be on a non-discriminatory basis. Apprentices shall be referred on a first-in, first-out basis; that is the first apprentice registered shall be the first apprentice referred. Notwithstanding anything to the contrary in this Agreement, or in any other agreement between the parties hereto, there shall be an exception to the “first-in, first-out” basis for referrals to accommodate bona fide

local resident hiring requirements and lawful affirmative action hiring requirements, imposed on contractors signatory or otherwise bound to this Agreement, mandated by governmental entities on building and construction projects, provided that the Union is notified in writing of the terms of the hiring requirements upon the award of the contract for the project. In such instances, the exceptions to the “first-in, first-out” basis for referrals shall be only as broad as is necessary to accommodate the hiring ratios specified by the governmental entity, e.g., if the governmental entity requires that 25 percent of the workers hired for the project be local residents, the “first-in, first-out” basis for referrals shall still apply to the other 75 percent.

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

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

(e) Contractors shall have the right to recall apprentices by name from the Apprentice Available for Work List provided that, the apprentice was, within the previous ninety (90) calendar days, employed by said Contractor.

(f) An Apprentice may refuse initial dispatch if the job site to which the apprentice is being dispatched to is more than 45 miles, as the crow flies, from the apprentice’s residence. There will be no penalty for such refusal.

Section 4. The Employer shall have the right to declare the competency of the employee and hire or not hire accordingly. The employer retains the right to reject any applicant for such reasons as intoxication, lack of sufficient tools, lack of adequate transportation, failure to communicate as necessary to perform the job safely and efficiently, and failure to provide proof of eligibility to work in accordance with the Immigration Reform and Control Act.

Section 5. Any applicant who is denied employment by reason of the application of this Article shall have the right to appeal to the Joint Arbitration Board as set forth in this Agreement, which Board shall have the authority to review and consider all of the issues

presented through such appeal. The decision of the Joint Arbitration Board shall be final and binding on all issues presented in connection with appeals under this Article.

ARTICLE XIV

Equipment

Section 1. Tile & Stone Layers. Tile & Stone Finishers & Marble Finishers

(a) It shall not be a condition of employment for any Tile Layer, Tile Finisher or Marble Finisher to furnish any type of vehicle or carrier for his employer's use. If any Tile & Stone Layer, Tile & Stone Finisher or Marble Finisher agrees to furnish his vehicle for hauling his employer's material, the owner of said truck will not be required to haul more than what one Tile & Stone Layer, Tile & Stone Finisher or Marble Finisher can install in one day. Reimbursements for use of truck shall be set at \$15.00 per day plus mileage reimbursement at the IRS rate.

(b) The Contractor shall furnish the following equipment on the job: mortar box, specialty equipment, wheelbarrows, and power tools (as needed). Such equipment shall be maintained in good order. Suitable cheese-cloth and/or sponges shall be supplied by the Contractor. The Contractor shall also furnish personal protection equipment such as safety glasses, gloves, safety vests, fall arrest protection, respirators, dust masks and hearing protection, and any other PPE required per OSHA regulations.

(c) Tile & Stone Layers, Tile & Stone Finishers and Marble Finishers shall supply all hand tools as required for the successful completion of their work-

(d) Tile & Stone Finishers shall supply three (3) five gallon buckets and two (2) three gallon buckets.

ARTICLE XV

Apprentices

Section 1. In order to maintain and ensure an adequate number of qualified Tile & Stone Layers and Tile & Stone or Marble Finishers for employment in the industry, the parties have agreed to set up, organize and maintain, consistent with the provisions of the Apprentice

Labor Standards Act of the State of California, a training program for apprentices and other persons employed or employable under this Agreement, and for this purpose shall institute a Joint Apprenticeship Trust Fund (hereinafter Joint Apprenticeship Committee or "JAC") for Tile & Stone Layers, Tile & Stone Finishers and Marble Finisher Apprentices. An apprenticeship training committee shall be set up which will be governed by the terms of this Article, except as otherwise stated.

Section 2. (a) The Committee shall consist of eight (8) members: four (4) of whom shall be Associated Tile Contractors of Southern California contractors or their representative and four (4) of whom shall be journeyman members of the Union. Two alternates shall be appointed to each Committee, one by the ATC and one by the Union. In addition, there shall be one advisor from the Local School District, and one apprenticeship consultant representing the State Division of Apprenticeship Standards or the Bureau of Apprenticeship and Training, U.S. Dept. of Labor on the Committee and such other advisors as the Committee shall determine.

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

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

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

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

Section 5. Apprentices shall be paid not more than nor less than the appropriate wage for such apprentice's classification as set forth in the Wage and Benefit Addendum. Should the J.A.C. Board of Trustees find any party who pays or receives hourly amounts, in any form

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

(a) A JOURNEYMAN FINISHER enters the Tile Layer Apprenticeship Program at the 4th period (S-4), with a pay rate equal to that held as a finisher and remains at that rate until he/she reaches parity with the apprentices at the current rate.

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

Section 7. (a) The J.A.C. shall in cooperation with the Local Board of Education determine the establishment and scheduling or related and supplemental instruction classes.

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

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

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

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

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

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

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

ARTICLE XVI

Contract Administration Fund

The purpose of these funds shall be to promote, advance and protect the industry and shall be managed solely by ATC. Every Employer signatory to this Agreement or any Addendum to this Agreement in accordance with the applicable Wage Schedule shall pay Contract Administration Fund contributions. Said Contract Administration Fund contributions are to be forwarded to the ATC designated account monthly. The contribution rate to the ATC will be monitored and may be increased as deemed necessary by the Board of Directors of ATC. No part of the contributions to the Contract Administration Fund shall be used for activities which are inimical to the Union.

The Contract Administration Fund contributions shall be as follows:

Effective June 1, 2026, the rate shall be \$0.25.

Effective June 1 on every year following for the duration of this agreement, an additional \$0.04 shall be added.

ARTICLE XVII

Wage Rate

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

(a) Tile & Stone and Marble Finishers may be required at the discretion of the Employer to report to the Employer's establishment for work assignment.

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

(a) Each foreman shall be a journeyman tile & stone layer and shall be responsible for the installation of work under his supervision as to quality of workmanship. Whenever between ten (10) and nineteen (19) employees are employed on any one (1) job, one shall be selected by the employer as foreman, and shall receive an additional \$5.00 per hour. Whenever twenty (20) or more employees are employed on any one (1) job, one shall be selected by the employer as foreman, and shall receive an additional \$7.00 per hour. Any one tract of homes shall be defined as a single job.

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

Section 3. Minimum Wage Rate. All employees working under this Agreement shall at all times receive a straight-time hourly wage rate that is at least 130% of the State Minimum Wage Rate

ARTICLE XVIII
Amendments to Agreement

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

ARTICLE XIX
Terms and Termination

Section 1. The term of this Agreement shall be from June 1, 2026 through May 31, 2029. Upon its termination date, this Agreement shall automatically extend and continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless timely notice is given as specified in this Section. Such notice can be provided either by the Union, by the ATC, or by an individual Contractor. Either the Union or the ATC can provide notice by sending written notice to the other of its intent to renegotiate this Agreement, not less than sixty (60) days nor more than ninety (90) days prior to the termination date or, if the Agreement has automatically extended, any anniversary thereof. Any individual Contractor bound to this Agreement (regardless of whether or not it is a member of the ATC) can provide notice on its own behalf by sending written notice to both the Union and the ATC that it wishes to renegotiate this Agreement (or to terminate this Agreement without negotiating a successor agreement, if it has the right to do so), that it does not wish to be represented in collective bargaining negotiations by the ATC, and that it wishes to represent itself in negotiations for a successor Agreement (unless it intends to terminate the Agreement, if it has a right to do so). To be timely, such notice by an individual Contractor must be sent not less than sixty (60) days nor more than ninety (90) days prior to the termination date of this Agreement or, if this Agreement has automatically extended, any anniversary thereof. If neither the Union nor the ATC provides timely notice under this provision, this Agreement shall automatically extend pursuant to this Section as to the ATC and each individual Contractor that has not timely provided its own notice under this Section, and each such individual Contractor that has not timely provided its own notice shall be fully bound to that extended Agreement, regardless of whether or not it is a member of the ATC.

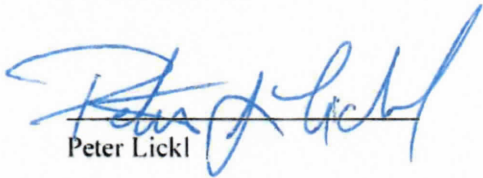
Section 2. If either the Union or the ATC sends notice to the other in the manner specified in Section 1 of this Article, above, each individual Contractor (regardless of whether or not it is a member of the ATC) shall be fully bound to any successor agreement negotiated

between the Union and the ATC (and/or to any modifications, changes, amendments, supplements, extensions or renewals to this Agreement negotiated between the Union and the ATC), unless, not less than sixty (60) days nor more than ninety (90) days prior to the termination date, it sends written notice to both the ATC and the Union that it does not wish to be represented in collective bargaining negotiations by the ATC, and that it wishes to represent itself in negotiations for a successor Agreement (or that it wishes to terminate this Agreement without negotiating a successor agreement, if it has the right to do so).

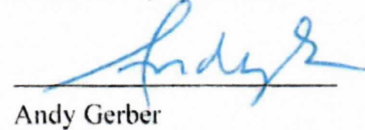
Section 3. This Article shall be strictly construed and enforced in favor of fully binding all individual Contractors (regardless of whether or not they are ATC members) to any successor agreement negotiated between the Union and the ATC, to any modifications, changes, amendments, supplements, extensions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

IN WITNESS THEREOF, we the undersigned have set our hands and attached the official seals of our respective organizations this 26th day of May 2026.

Associated Tile Contractors
of Southern California


Peter Lickl

International Union of Bricklayers
and Allied Craftworkers
Local No. 4, California


Andy Gerber

APPENDIX A

Grievance of Disputes

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. “A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement.” *United Steelworkers of Am. v. Warrior & Gulf Nav. Co.*, 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). *D.R. Horton, Inc. v. N.L.R.B.*, 737 F.3d 344, 361 (5th Cir. 2013) (“[W]e discern [] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause,” citing, *Blessing v. Freestone*, 520 U.S. 329, 343, 117 S. Ct. 1353, 137 L. Ed. 2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that “[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy ... imposed on individual employees by the employer as a condition of employment.” *D. R. Horton Inc.*, 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator’s knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provides a mechanism for resolving the individual claims covered herein which

balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

A. Arbitration of Employment Related Claims

Any dispute, claim, controversy, complaint or grievance alleging a violation of the Agreement shall be processed through the Joint Board in Article IV and not this Appendix A. The Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant such Article. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as “Contractual Disputes.”

All employee disputes concerning violations of, or arising under Industrial Welfare Commission Wage Order 16, the California Labor Code sections identified in Labor Code section 2699.5, as amended, the California Private Attorney General Act (Labor Code section 2698 et seq.), and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter “Statutory Dispute” or “Statutory Disputes”) shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix A as the sole and exclusive remedy. It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed in Section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Per Labor Code Section 2699.6 the Parties expressly agree that any and all claims or disputes involving violations of the sections of the California Labor Code that are redressable pursuant to the California Private Attorneys General Act (Labor Code section 2698, et seq.) (“PAGA”) are waived in clear and unambiguous terms and shall be resolved exclusively through the Grievance of Disputes procedure contained in this Agreement and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. This Agreement expressly waives the requirements of PAGA and authorizes the permanent panel arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency. The Arbitrator is without authority to preside over any PAGA claim by an employee on behalf of any other person or joined by or consolidated with another person’s PAGA claim. This agreement to arbitrate PAGA claims will be severable from this Agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void, or voidable. In such case, the PAGA claim must be litigated in a civil court of competent jurisdiction—not pursuant to the Grievance of Disputes procedure—but the part of this Section that is enforceable will be enforced pursuant to the Grievance of Disputes procedure contained in this Agreement. To ensure disputes are subject to this Grievance of Disputes procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Agreement which are deemed Contractual Disputes). This Appendix A shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers’ Compensation.

B. Procedure for Arbitration of Disputes

No Statutory Dispute subject to this Appendix A shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in Article IV or (ii) the time provided for under applicable statute.

All parties agree that grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding, and the Arbitrator will have no authority to hear or preside over any such claim (“Class Action Waiver”). The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding. The Class Action Waiver will be severable from this Agreement in any case in which there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such case, the class action must be litigated in a civil court of competent jurisdiction—not in arbitration.

If the individual employee dispute, claim, or controversy is a Statutory Dispute subject to this Appendix A, the grievance shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article IV shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee’s ability to pay. Each party shall pay for its own costs, expenses, and attorneys’ fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys’ fees, or if there is a written agreement providing for an award of costs or attorneys’ fees, the Arbitrator may award costs and reasonable attorneys’ fees to the prevailing party. Any issue regarding the payment of fees of costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Union shall not be a party to such, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys’ fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The Parties will have the right to conduct adequate civil discovery and present witnesses and evidence as needed to present their claims and defenses.

The decision of the Arbitrator will be in writing stating the essential findings of fact and conclusions of law, is final and binding upon the parties, and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Agreement or other agreement(s) between the Union and the Association, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Agreement or other agreement(s) between the Union and the Association.

This Appendix applies to any representative PAGA claims, class, and/or individual claims that arise or are pending during the term of the parties' current Agreement, regardless of when they were filed with any court or administrative agency.

BAC CODE OF CONDUCT ADDENDUM

As a member of the International Union of Bricklayers and Allied Craftworkers, I will uphold the code of conduct embedded in our Union's name - ***IUBAC***:

- ***I*** will come to work prepared to give my employer a fair day's work for a fair wage, and to work to the highest standards.
- Be ***U***nion through and through – loyal to, and respectful of, my brothers and sisters in the trade and the labor movement.
- Work ***B***etter because I have received the finest, most comprehensive masonry-trowel trades training in North America.
- Willingly ***A***ccept responsibility for the quality of my work and behavior on the job.
- And always be ***C***ommitted to growing the unionized masonry-trowel trades industry for current and future generations.

SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM ADDENDUM

I. Purpose and Goals

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

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

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

II. Policy

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

“Illegal drugs” means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include marijuana, and prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. While the Employer will provide reasonable accommodations for lawful, off-duty use of medical marijuana pursuant to a valid state medical marijuana program, the Employer will take adverse action where the employee is impaired at work due to the use of marijuana or if marijuana or marijuana products are brought to work, on-site (including in company parking lots), or in Company-provided vehicles.

The “Employer premises” includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer. “Employees” includes individuals who perform work for the Employer, including, but not limited to, management, supervision, engineering, craftworkers and clerical employees.

- B. At the discretion of the Employer, any employees found illegally in possession, offering for sale, purchasing or distributing any illegal drug on the jobsite or Employer premises may be reported to the civil authorities.
- C. Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five (5) days of such conviction.
- D. To the extent additional alcohol or other drug testing is mandated by law, any such testing shall be performed in strict accordance with the procedures provided for herein.
- E. Where an owner or contracting agent requires alcohol or drug testing of employees other than as is provided for in this policy, the Employer shall use its best efforts to apply this policy. Should the Employer's best efforts be unsuccessful, and an owner or contracting agent insists on implementation of its own policy, the Employer may implement the owner or contracting agent policy to the extent necessary to obtain the work.
- F. Confidentiality is of utmost concern under this Program. Employees' private information, including substance abuse information, must be maintained in separate records and otherwise maintained in such a way as to ensure confidentiality.
- G. Bargaining unit employees are entitled to Union representation at all stages of this policy.

III. Drug and Alcohol Testing

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

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

A. Pre-Employment Testing

Testing may be performed on new-hire applicants for employment as a condition of employment. An employee/applicant who has been laid off for thirty (30) calendar days or more, or a new employee may be required to undergo a pre-employment drug test as a condition of consideration of employment with the Employer or prior to being approved to work at any Employer facility or work area. Provided however, that an employee/applicant who can demonstrate that he or she successfully passed a pre-employment drug test within the previous ninety (90) days shall not be required to

undergo a pre-employment drug test. There shall be no pre-employment alcohol testing.

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

B. Reasonable Cause Testing

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

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

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

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

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

C. Post-Accident Testing

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

D. Random Testing

There shall be no random testing for drugs or alcohol for any reason other than as described below in Section V. An employee who refuses to submit to random testing of any kind, for reasons other than stated in Section V below, shall not be disciplined in any respect, nor shall that employee be refused access to the jobsite.

IV. Testing Procedures

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

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

A. Requirements for a Positive Test

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

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

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

B. Testing

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

C. Split Samples/Retesting

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

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

D. Chain of Custody

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

E. Consent

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

F. Medical Review Officer

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

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

G. Confidentiality Requirements

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

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

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

V. Consequences

- A. Job applicants testing positive for drug use may be suspended from consideration by Employer for a period of two (2) months. An applicant may be considered upon re-application after a shorter period, however, if he or she can demonstrate meaningful participation in a rehabilitation program following the positive drug test.
- B. Employees found in possession of illegal drugs or alcohol on the jobsite will be subject to discipline as provided by subsection D below.
- C. An employee whose final test results are positive (and who has not tested positive previously) will be referred to the Employer's Medical Review Officer, Employee Assistance Program, or some other recognized and approved rehabilitation or counseling program. The ultimate financial responsibility for treatment rests with the employee.

D. The following stages of discipline may be imposed:

1. On the first violation of this policy, the employee shall be given a written reprimand and shall be required to demonstrate meaningful participation in an employee assistance program as a condition of further employment. If the employee enters such a program, his/her status as an employee will not be affected and he/she will be allowed access to the job under the conditions established by the program. An employee who refuses a proper request to enter and participate in such a program shall be subject to discipline up to and including discharge.

2. On the second violation of this policy, the employee may be terminated. If said employee should return to work for Employer, he or she may be randomly tested for substance abuse for a period of one year at the Employer's expense.

E. Except as provided in III D above, refusal to undergo a drug or alcohol test shall be just and proper cause for discipline, including discharge.

VI. Prescription and Over the Counter Drugs

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

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

VII. Employee Voluntary Self-Help Programs

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

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

Participation in an EAP or drug or alcohol abuse assistance program will not jeopardize an employee's employment, or subject the employee to discipline. Employees can contact an

EAP program directly. Their contact, participation in an EAP and any recommended treatment is confidential and will not be disclosed to the Employer or Union without prior written consent of the employee.

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

VIII. Grievance Procedure

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

IX. Indemnity Clause

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

X. Conclusion

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

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

**SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM ADDENDUM
ATTACHMENT A
EMPLOYEE NOTICE AND ACKNOWLEDGEMENT
OF EMPLOYER TESTING REQUIREMENTS**

PART I: NOTICE

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

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

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

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

PART II: ACKNOWLEDGEMENT

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

By (Signature) _____

Date signed _____

Print Name _____

**SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM ADDENDUM
ATTACHMENT B
INCIDENT REPORT FORM**

Date of Report _____ **Date and Time of Observation** _____

Employee Name _____

Employee Job Position _____

Union Representative contacted _____

Supervisor completed drug and alcohol training (date) _____

What was observed?

What was employee explanation?

Action Recommended:

By (Signature) _____ By (Signature) _____

Title _____ Title _____

Employee initials _____ Union Representative _____

SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM ADDENDUM

ATTACHMENT C

CONSENT TO DRUG/ALCOHOL TESTING

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

I have been requested to:

_____ Submit to a breathalyzer test for alcohol

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

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

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

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

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

By (Signature) _____

Date _____

Print Name _____

WAGE AND BENEFIT ADDENDUM AGREEMENT

1. “H&W”; “LOCAL PEN”; “IPF PEN”; “APPR”; “L/M”; “IMI” “COMP”; “CAF”; respectively mean the Tile Industry Health & Welfare Trust Fund; Tile Industry Retirement Savings Trust Fund; Brick Layers and Trowel Trades International Pension Fund; Joint Apprenticeship Trust Fund; Tile and Marble Labor Management Trust; International Masonry Institute; Southern California Tile, Marble & Terrazzo Compliance Trust Fund; Tile Employers Contract Administration Fund. Contributions to each will be in accordance with the amounts set forth in this Wage and Benefit Addendum, except that all wage and benefit increases set forth in this Wage and Benefit Addendum Agreement shall be retroactive only to four (4) weeks prior to the final execution date shown above on the signature page of the CBA.
2. “Improver B” and/or “Red Circle Marble Finisher” as used in this Wage and Benefit Addendum shall be defined to mean all workmen who were classified as a Journeyman Finisher prior to May 31, 1994. All newly hired Tile Finishers entering the trade after June 1, 1994 will start at, and progress in accordance with, the progression system and wage rates set forth in this Wage and Benefit Addendum (e.g., skill Levels F-1 through Journeyman Layer). Workers with the Improver B classification who wish to become Journey Layers through the apprentice program will be classified Apprentice Layers at skill level S-4 for all purposes including the payment of benefits but will continue to earn the Improver B or Red-Circle rate that was in effect on the date they entered the apprenticeship program, until they reach a period of apprenticeship having a higher rate of pay, at which time they will earn the higher rate.
3. All Journeyman Marble Finishers that have 10,000 Marble hours reported to the TITF are eligible to take a test that will be developed and administered at the end of each school semester, by the JAC. Upon satisfactorily passing the test they will re-classified as Red-Circle Marble Finishers.
4. All Tile Finishers who have 10,000 tile finisher hours reported to the TITF are eligible to take a test that will be developed and administered by the JAC. Upon satisfactorily passing that test, they shall be reclassified as “Improver B” and earn wages and benefits commensurate with that classification.
5. By no later than July 30, 2026, the Union agrees to submit whatever documentation is necessary to cause the Department of Labor, Director of Industrial Research and any other applicable State and Federal agencies to change the wage and benefit specifications applicable to government and/or prevailing wage jobs to reflect the wage and benefits set forth in this Wage and Benefit Addendum. Copies of all written correspondence and documentation provided by the Union to such agencies to comply with this paragraph will be sent simultaneously to the President of the ATC.

Bricklayers Allied Craftworkers Local # 4
 Tile Layer, Tile Finisher Marble Finisher
 Wage Benefit Addendum
 Effective June 1, 2026 Through May 31, 2027

CLASS	WAGE	H&W	PENSION			TRAINING			OTHER		TOTAL	Less VAC Fund	Less Dues	Report As
			LOCAL PEN	IPF PEN	IPF PPA	APPR	L/M	IMI	COMP	CAF				
App Fin F1	\$27.01	\$4.94	\$ -	\$ -		\$0.65	\$ -	\$ 0.58	\$ -	\$ 0.25	\$33.43	\$ -	\$ 1.35	B-24/44
App Fin F2	\$29.92	\$7.37	\$ -	\$ -		\$0.65	\$ -	\$ 0.58	\$ -	\$ 0.25	\$38.77	\$ -	\$ 1.35	B-23/43
App Fin F3	\$35.32	\$8.27	\$5.50	\$ -		\$0.65	\$ -	\$ 0.58	\$ -	\$ 0.25	\$50.57	\$ 1.00	\$ 1.35	B-22/42
App Fin F4	\$39.89	\$8.37	\$5.50	\$ -		\$0.65	\$ -	\$ 0.58	\$ -	\$ 0.25	\$55.24	\$ 1.00	\$ 1.35	B-21/41
J Finisher F5	\$41.55	\$9.50	\$5.50	\$ -		\$0.65	\$ 0.15	\$ 0.58	\$ 0.31	\$ 0.25	\$58.49	\$ 2.00	\$ 1.77	B-20/40
Improver B I2	\$44.14	\$9.50	\$6.54	\$ -		\$0.65	\$ 0.15	\$ 0.62	\$ 0.33	\$ 0.25	\$62.18	\$ 2.00	\$ 1.88	B-10
Red Cir Marble Fn	\$46.97	\$9.50	\$7.02	\$ -		\$0.65	\$ 0.15	\$ 0.66	\$ 0.35	\$ 0.25	\$65.55	\$ 2.00	\$ 1.99	B-30
App Layer S1	\$25.43	\$9.50	\$ -	\$ -		\$0.65	\$ 0.15	\$ 0.79	\$ 0.42	\$ 0.25	\$37.19	\$ -	\$ 1.77	A-12
App Layer S2	\$28.83	\$9.50	\$ -	\$ -		\$0.65	\$ 0.15	\$ 0.79	\$ 0.42	\$ 0.25	\$40.59	\$ -	\$ 1.77	A-12
App Layer S3	\$32.78	\$9.50	\$8.50	\$1.30	\$1.05	\$0.65	\$ 0.15	\$ 0.79	\$ 0.42	\$ 0.25	\$55.39	\$ -	\$ 1.77	A-11
App Layer S4	\$36.17	\$9.50	\$8.50	\$1.30	\$1.05	\$0.65	\$ 0.15	\$ 0.79	\$ 0.42	\$ 0.25	\$58.78	\$ 2.00	\$ 1.77	A-11
App Layer S5	\$39.56	\$9.50	\$8.50	\$1.30	\$1.05	\$0.65	\$ 0.15	\$ 0.79	\$ 0.42	\$ 0.25	\$62.17	\$ 2.00	\$ 1.77	A-11
App Layer S6	\$42.96	\$9.50	\$8.50	\$1.30	\$1.05	\$0.65	\$ 0.15	\$ 0.79	\$ 0.42	\$ 0.25	\$65.57	\$ 2.00	\$ 1.77	A-11
App Layer S7	\$49.74	\$9.50	\$8.50	\$1.30	\$1.05	\$0.65	\$ 0.15	\$ 0.79	\$ 0.42	\$ 0.25	\$72.35	\$ 2.00	\$ 1.77	A-11
App Layer S8	\$53.13	\$9.50	\$8.50	\$1.30	\$1.05	\$0.65	\$ 0.15	\$ 0.79	\$ 0.42	\$ 0.25	\$75.74	\$ 2.00	\$ 1.77	A-11
Journey Layer S9	\$56.52	\$9.50	\$8.50	\$1.30	\$1.05	\$0.65	\$ 0.15	\$ 0.79	\$ 0.42	\$ 0.25	\$79.13	\$ 2.00	\$ 2.39	A-10
Improver A I1	\$48.04	\$9.50	\$8.50	\$1.30	\$1.05	\$0.65	\$ 0.15	\$ 0.79	\$ 0.42	\$ 0.25	\$70.65	\$ 2.00	\$ 2.39	A-10
<i>Effective 6/1/2027 The Following increases will be allocated by labor: Tile Layers \$3.54; Finishers \$2.79; Red Cir Marble Finishers \$2.79; Improver B \$2.79</i>														
<i>Effective 6/1/2028 The Following increases will be allocated by labor: Tile Layers \$3.54; Finishers \$2.79; Red Cir Marble Finishers \$2.79; Improver B \$2.79</i>														

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

MEMORANDUM AGREEMENT FOR INDIVIDUAL CONTRACTOR

IT IS HEREBY AGREED between the undersigned individual Contractor and Tile, Marble and Terrazzo Local No. 4 California of the International Union of Bricklayers and Allied Craftworkers (“Union”), in consideration of services performed and to be performed by tile employees for the Contractor, as follows:

1. The individual Contractor agrees to become fully bound to, and to comply fully with all of the terms (including but not limited to wages, hours, and working conditions) set forth in, the “Tile & Stone Layer, Tile & Stone Finisher & Marble Finisher Agreement” between the Union and the Associated Tile Contractors of Southern California (“ATC”), effective June 1, 2026 through May 31, 2029, as well as any future modifications, changes, amendments, supplements, extensions and/or renewals thereof that may be negotiated between the parties thereto, and to the interpretation and enforcement thereof.
2. The term “CBA” as used in this Memorandum Agreement shall be understood to refer to the existing “Tile & Stone Layer, Tile & Stone Finisher & Marble Finisher Agreement” between the Union and the ATC, effective June 1, 2026 through May 31, 2029, as well as any subsequent modifications, changes, amendments, supplements, extensions or renewals of or to said designated CBA. The CBA is incorporated herein by reference. The individual Contractor hereby expressly acknowledges that a copy of the CBA has been delivered to, and received by, it.
4. The individual Contractor agrees that it does irrevocably designate and appoint the employer members of all Trust Funds and Plans mentioned in the CBA as its attorneys in fact for the selection, removal and substitution of Trustees or Board members as provided in the Trust Agreements or Plans as may be hereinafter provided by or pursuant to said Trust Agreements or Plans.
5. The individual Contractor specifically waives any right that it may have to terminate, abrogate, repudiate or cancel this Memorandum Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to the CBA, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, repudiation or cancellation, or to file any petition before the National Labor Relations Board seeking clarification or redefinition of the bargaining unit covered by this Memorandum Agreement or by the CBA.

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

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

Company Name _____

Print Name _____

Signature _____

Title _____

Date _____

Street Address _____

City, State and ZIP _____

Telephone _____

Facsimile _____

Contractors License No. _____

Tile, Marble and Terrazzo Local No. 4 California

2679 Sierra Way

La Verne, California 91750

Telephone: (626) 739-5600

Facsimile: (626) 739-5610

Print Name _____

Signature _____

Title _____ Date _____