

# AGREEMENT

BETWEEN

TILE CONTRACTORS ASSOCIATION  
PORTLAND, OREGON CHAPTER

AND

BRICKLAYERS AND ALLIED CRAFTWORKERS  
LOCAL UNION #1 OREGON OF THE PACIFIC  
NORTHWEST ADMINISTRATIVE DISTRICT  
COUNCIL



Composed of

Tilesetters, Terrazzo Workers  
and  
Tile and Terrazzo Finishers

May 1, 2019 - April 30, 2024

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THIS AGREEMENT, made this First day of May 2019 is between the Tile Contractors Association, Portland, Oregon Chapter, and its members, jointly and severally, and such individual employers who become signatory hereto (The Employer) and Bricklayers and Allied Craftworkers Local Union #1 Oregon of the Pacific Northwest Administrative District Council (The Union).

## ARTICLE 1

### **RECOGNITION - SCOPE OF WORK**

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative of its employees in a bargaining unit composed of all Tilersetters, Terrazzo Workers, and Tile and Terrazzo Finishers. The Employer agrees that it is a member of the Multi-Employer Bargaining Unit covered by this Agreement. The Employer hereby delegates full bargaining authority to the Association, which is the recognized bargaining representative for the Multi-Employer Bargaining Unit, and thus states its unequivocal intention to be bound by group rather than individual bargaining action.

Section 2. This Agreement shall cover all work for Tilersetters, Terrazzo Workers, and Tile and Terrazzo Finishers as defined in Article II, Section (B) and Code 1 of the Constitution, Rules of Order, and Codes of the International Union of Bricklayers and Allied Craftworkers.

Section 3. This Agreement shall cover new construction, maintenance, repair and renovation within the entire State of Oregon and the following counties in southwest Washington: Skamania, Clark, Cowlitz, Wahkiakum, south part of Pacific, and a 10 mile strip bordering the Columbia River in Klickitat.

Section 4. The Employer executing this document has, on the basis of objective and reliable information, confirmed that a clear majority of the Tilersetters, Terrazzo Workers, and Tile and Terrazzo Finishers in its employ desire representation by Bricklayers and Allied Craftworkers Local #1 Oregon of the PNW ADC, for purposes of collective bargaining. The Employer therefore unconditionally acknowledges and confirms that B.A.C. Local #1 of Oregon is the exclusive bargaining representative of its employees performing work covered by this Agreement pursuant to Section 9(a) of the National Labor Relations Act.

Section 5. In addition, this Agreement shall cover all other assignments mutually agreed upon between the Employer and the Union on any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future that are determined by these parties to fall within the jurisdiction of this Agreement.

## ARTICLE 2

### UNION SECURITY

Section 1. It shall be a condition of the employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall immediately after the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall immediately after the eighth (8th) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 2. A member in good standing shall be defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

Section 3. Upon written notice from the Union of the failure on the part of any employee to tender initiation fees and dues as required, the Employer shall discharge the employee.

## ARTICLE 3

### DUES CHECK-OFF

Section 1. The Employer shall honor written assignments of wages to the Union for the payment of Union membership dues when such assignments are submitted in the following form or such other form as permitted by law and remain unrevoked:

#### **DUES CHECK OFF AUTHORIZATION**

I hereby authorize any of the various individual Employers who are covered by a Collective Bargaining Agreement between those Employers and Bricklayers and Allied Craftworkers Local #1 Oregon of the Pacific Northwest Administrative District Council effective May 1, 2019, including any renewal thereof and by whom I may be employed during the term of such agreement or any renewal, to deduct from my wages and transmit to said Union (or any agency designated by said Union for the collection of said money), the specific amount set forth in Schedule A (Wage and Benefit schedule), for each hour worked this sum constituting a portion of my union dues.

This assignment shall be irrevocable for one year from this date or until the termination of the current Collective Bargaining Agreement, including amendments and addenda thereto, whichever occurs first. This assignment shall be automatically renewed for successive periods of one year or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and BAC Local #1 Oregon of the PNW ADC, whichever period shall be shorter, unless written notice of termination of this assignment is given by me to the Employer and to BAC Local #1 of Oregon at least sixty (60) days, and not more than ninety (90) days prior to the termination of the annual renewal date.

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Signature

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Print Name

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Date

## ARTICLE 4

### **SAVINGS CLAUSE**

Section 1. If any provision of this Agreement is or becomes in contravention of the laws or regulations of the United States or States of Oregon or Washington, said provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions of this Agreement shall continue in full force and effect. The provision being in contravention of such laws or regulations shall be renegotiated by the parties in order that there will be no contravention.

## ARTICLE 5

### **SUBCONTRACTING OF WORK**

Section 1. If an Employer, bound by this Agreement, contracts or subcontracts any work covered by this Agreement to be done at a job site for the construction, alteration or repair of a building, structure, or other work to any other person or entity who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound to all the provisions of the Agreement and any Agreements incorporated herein. The Employer agrees that it shall maintain daily records of the subcontractors' employee job site hours. If the subcontractor does not comply with the provisions of this Section, the Employer agrees that it shall be liable for damages, as measured by the wages, travel payments, and Trust Fund contributions that would be due from the subcontractor, if the subcontractor were bound by this Agreement.

Section 2. No work will be let by piece work, contract, or lump sum direct with a journeyman, apprentice, or trading for labor service. It is the intent of all parties signed to this Agreement that the employee will furnish a full fair days work for a day's pay. The Union agrees that there will be no restriction to limit the amount of work the employee shall do in a given amount of time, but also, the employee shall not be bound to provide a daily unit count to the Employer.

## ARTICLE 6

### PICKET LINES

Section 1. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action, or replacement in the event an employee refuses to go through or work behind any primary picket line, including the primary picket line of the Union and including primary picket lines at the Employer's place of business.

Section 2. In the event an unauthorized work stoppage occurs, there shall be no liability on the part of the Union, provided the Union shall, after notice from the Employer, immediately post notice at the point of such work stoppage to the effect that said work stoppage was not authorized by the Union.

## ARTICLE 7

### WORK COVERED

Section 1. In addition to, and without limiting the work described in Article 1, Section 2., this Agreement covers the work performed by Tilers, Terrazzo Workers, Tile, Marble and Terrazzo Finishers and any work which has historically or traditionally been or may in the future become work for the Tilers, Terrazzo Workers, Tile, Marble, and Terrazzo Finishers or any work in all forms of construction, maintenance, repair and renovation within the scope of Tile or Terrazzo whether performed at the job site or prefabricated on or off the job site. This does not include the fabrication of slab countertop work.

Section 2. Robotics. The installation, setup, operation and maintenance of any robotic or mechanical device used for the installation of masonry units and materials including, but not limited to: the alignment of the robotic or mechanical device on the scaffold; the performance of all measurements necessary for proper layout and installation of masonry units and materials; the loading, inputting or transferring of data, maps, measurements and plans into the robotic or mechanical device; the installation and adjustment of story poles and other related guidance systems (e.g. laser guides); the coordination and proper placement of all masonry materials into or onto the robotic or mechanical



device; the calibration of the interface between the robotic or mechanical device and story poles or other guidance systems; and all other adjustments and calibrations necessary for the proper functioning of the robotic or mechanical device.

The operation of the robot or mechanical device, including the operation of computers (including tablets and other portable electronic devices) and controls; all quality control operations that ensure that masonry units and materials are being installed properly (e.g., set plumb and level and spaced properly in terms of height and bonding requirements); the management of mortar controls; and the management of ongoing calibrations.

The cleaning and routine maintenance of the robotic or mechanical device.

## ARTICLE 8

### WORKING RULES

Section 1. HOURS OF LABOR: Eight hours shall constitute a day's work, between 6:00 a.m. and 4:30 p.m., less one-half hour for lunch between 12:00 noon and 12:30 p.m. All work done in excess of the regular eight (8) hour shift Monday through Friday and all day Saturday shall be considered as overtime and paid at the rate of one and one-half time (1½) the regular rate of pay. Any work done on Sundays and holidays shall be paid at the rate of double time. No work on LABOR DAY.

Section 2. Upon mutual consent of the majority of the employees, the Employer and the Union, the Employer may institute a ten (10) hour, four (4) day workweek, for straight time, provided the following conditions are met:

1. The request by the Employer must be made on a project by project basis.

On such projects, if the workweek is established as Monday through Thursday, all time on Friday will be paid at the rate of one and one-half (1½) times the normal rate of pay. If the workweek is established as Tuesday through Friday, all time on Monday will be paid at the rate of one and one-half (1½) times the normal rate of pay. Overtime pay for Saturdays, Sundays and holidays shall be per Article 8, Section 1 of this Agreement for all projects performed under this Section.

Section 3. SHIFT WORK: Where three (3) shifts are used, each shift shall work seven (7) hours and receive pay for eight (8) hours. Where two (2) shifts are used, the first shift shall work eight (8) hours and the second shift shall

work seven and one-half (7½) hours and receive eight (8) hours pay. Where two (2) or three (3) shifts are used, overtime shall start at twelve (12) midnight Friday and end at twelve (12) midnight Sunday, at double time rate. On all shift work, any shift running longer than eight (8) hours, the employees will be given a thirty (30) minute meal break for each four (4) hours. These breaks will be taken on contractor time. Shift work is defined as separate crews working different shifts on the same project in any twenty-four (24) hour period.

Section 4. REPAIR & REMODEL WORK: Where required by the building owner or occupant or by job conditions that would prevent work being done on regular hours, work may be done outside of the regular working hours as described in Article 8, Section 1 for straight time, providing:

- a. Mutual consent of the majority of employees, the Employer, and the Union.
- b. No shift shall last more than eight (8) hours unless time and one-half (1 ½) is provided for the additional time, unless the ten (10) hour, four (4) day workweek as described in Article 8, Section 2, is in effect.
- c. All work after 40 hours per week and all work on Saturday shall be paid at the rate of at least time and one-half (1 ½). Sundays and holidays will be paid at least two (2) times the normal rate of pay.

Section 5. A period of rest for all employees of not less than ten (10) minutes without deduction from the employees pay for every segment of four (4) hours or major part thereof worked in one work period shall be taken.

Section 6. Travel and subsistence allowances shall be based on radius mileage as measured by GPS (Global Positioning-System) from the County Courthouse in the County in Oregon or Washington State in which the Employer's shop is based to the job site. Any Employer who is based in Multnomah, Clackamas or Washington Counties in Oregon or Clark County in Washington shall use the Multnomah County Courthouse as their home base.

If an Employer is normally based outside the geographical jurisdiction of the Union, said Employer's home base for determining travel and subsistence will be the Multnomah County Courthouse. Travel and subsistence amounts shall be per the attached Schedule B.

Section 7. Article 8, Section 6 refers to regular employees being dispatched from the Employer's home base only, not employees hired off the bank. A regular employee cannot be hired off the bank if he/she has worked for the

hiring Employer in the last thirty (30) days, or if the regular employee has worked for the Employer five hundred (500) or more hours, in the twelve (12) months immediately preceding the start of travel work.

Section 8. On travel or subsistence jobs funded by Market Recovery, the ratio of BAC member employees, to newly organized hired off-the-bank employees, shall not exceed 3 existing members to 1 newly organized member.

Section 9. The Employer shall pay the actual cost of vehicle parking for each employee when working in limited parking areas and when free parking is not available. Said reimbursements shall be paid on a weekly basis. Employees are required to use the most economical parking lot or structure within three (3) blocks of the job site. A city block will be defined as 300 feet. If the Employer furnishes reasonable transportation, from a free parking area, no parking money will be paid. Reasonable transportation is defined as having seatbelts for all employees, or a bus type of vehicle. The Employer may require receipts of actual expense incurred. At the employee's request, the employer shall reimburse for Tri-Met tickets in lieu of parking.

Section 10. Any employee, who conveys material to or from a job site in their own vehicle when requested by an Employer, shall be paid as per Schedule B.

Section 11. No contractor, his representative, or mechanic shall bargain or contract with each other to lay a designated number of feet of tile or terrazzo for a day's work, nor shall they bargain or contract that a mechanic do a certain piece of work in a designated time. This bargaining or contracting shall be looked upon as piece work, which is not countenanced by the organizations signing this Agreement.

Section 12. No finisher shall be allowed to work alone on any job, doing any work belonging to the tilesetters or terrazzo workers except grouting and cleaning.

Section 13. No employee shall be required to work in any confined area without adequate ventilation as is provided for in the appropriate OSHA regulations.

Section 14. No employee shall be required to work on any scaffold unless it is built and braced to meet the appropriate OSHA regulations.

Section 15. Both parties agree that employees shall not be required to furnish or provide for the Employer any machinery, tools or equipment normally furnished by the Employer; neither shall they furnish a vehicle for the transportation of such equipment or machinery. The members of the Union shall furnish and transport their own hand tools only, including hard hat and suitable work shoes. On jobs where material to be used will destroy hand tools normally furnished by

employee, the Employer will furnish or replace such hand tools, normal wear and tear excluded.

Section 16. On inclement weather days, no employees will be required by the Employer to wait more than two (2) hours past the normal start time. Any employee who is required to wait more than two (2) hours past the normal start time will be considered on the payroll whether the employee is waiting or working (see Article 12, Section 3).

Section 17. No employee covered by this Agreement shall sign or be bound by a non-competition agreement of any kind or nature that restricts future employment opportunities.

Section 18. Safety Language for the Use of Power Saws and Grinders in the Tile, Marble, and Terrazzo Industry.

1. In order to protect the health and safety of employees against the ill-effects of silicosis and other respiratory diseases, the dry cutting of any Tile, Marble, or Terrazzo products by means of hand-held, gas powered, or electrical, portable “chop saws”, 4 inch hand grinders (with dry cut blades), and skill saws, and the dry grinding of masonry materials shall be prohibited on all Tile, Marble, and Terrazzo projects, effective May 1, 2019. Employees engaged in wet cutting Tile, Marble, or Terrazzo products will be furnished elbow length gloves, an apron, and goggles
2. Respirators should only be used as the primary method of protection if other engineering and work practice controls are not feasible. When respirators are used, in accordance with OSHA regulations, employers must provide workers with full-face respirators as part of a complete respiratory protection program that includes the proper selection of respiratory cartridges, and training and fit-testing to ensure that the worker is able to wear a respirator.

## ARTICLE 9

### CONTRACTORS

Section 1. A Tile or Terrazzo Contractor or firm with the owner working with the tools must hire at least one journeyman tilesetter or terrazzo worker with no interest financially or otherwise in the business, for each working member of the firm.

Section 2. The Employer shall provide accident, unemployment, social security, and other insurance as required by law, and shall furnish employer identification numbers or policy numbers to the Union. No Employer may avoid the intent of this clause by incorporation.

Section 3. A sole proprietor Employer who works job site to job site, must be a member of the Bricklayers & Allied Craftworkers, and tender appropriate fringe benefits payments on him/herself.

Section 4. All Employers shall have a company sign on each job site where it is possible, that is plainly visible from the street on which the job is located.

## ARTICLE 10

### SUPERINTENDENTS AND FOREMEN

A superintendent for the Employer shall not be permitted to act as Foreman. He shall appoint a foreman or foremen as they are needed. Foremen shall be members in good standing of the Bricklayers and Allied Craftworkers International Union. Foremen shall be practical journeymen mechanics in the branch of trade over which they exercise supervision. The foremen may have full charge of the employees on the work and have authority to hire and fire employees under his/her supervision. Anyone giving orders to the employees on behalf of the Employer, with the exception of corporate officers/owners, shall be considered a Foreman and must be a member of the Bricklayers and Allied Craftworkers International Union. This Article is not intended to prevent incidental communication from an Employer sales/estimator representative, but rather, identify persons responsible for direction and control of the employees.

## ARTICLE 11

### OUTSIDE EMPLOYERS

Section 1. If an Employer is normally based outside the geographical jurisdiction area of the Union and works on a job within the Union's geographical area, it shall notify the Union that it requires employees to work within the geographical area of the Union. With the exception of the superintendent and the foreman of such outside Employer, the Union shall be the sole and exclusive source of referrals of applicants for employment. The Employer shall notify the Union of its need for employees a reasonable time in advance of the time they must report to the job. The Employer shall specify the number of employees in the particular classification required. The Union shall refer competent workers in the classification specified. The Union shall maintain a register of applicants for employment. Registration and dispatching

by the Union shall be on the basis of objective, selective criteria, including experience, competence and residence, and shall not be in any way affected by Union membership.

The geographical jurisdiction of Local #1, Oregon is as follows:

**OREGON COUNTIES**

The entire State of Oregon. (All counties in the State of Oregon in their entirety).

**WASHINGTON COUNTIES**

Skamania, Clark, Cowlitz, Wahkiakum, South part of Pacific, and a ten mile strip bordering the Columbia River in Klickitat.

Section 2. If an Employer is normally based outside the geographical jurisdiction of the Union and works on a job within the Union's geographical jurisdiction, and overtime hours are being worked on the project, the Employer agrees to hire one (1) Local 1 of Oregon member for each company employee hired by the Employer for said overtime hours.

## ARTICLE 12

### **WAGE PAYMENT AND ENFORCEMENT**

Section 1. In the event an employee is discharged, or laid off without a seven (7) day imminent rehire they shall be paid in full at termination. For all time the employee's pay is withheld beyond that specified above, the employee shall be paid eight (8) hours of straight time pay for each twenty-four (24) hours of waiting time. This clause shall not apply if an employee quits. They will then be paid on the next regular payday.

The Employer may designate any day it wishes for its normal payday, but the designated payday shall be a regular work day and wages shall be paid once a week within three (3) days (excluding Saturdays, Sundays, and holidays) after the close of the payroll workweek. Payment of wages shall be in cash or negotiable payroll check, and must be accompanied by an itemized statement of all deductions and reasons for the same. Payment shall be made by hand delivery to the employee, or by regular mail if requested by the employee.

Section 2. Employees not paid as described in Section 1 shall be paid eight (8) hours of straight time pay for each twenty-four (24) hours of waiting time. This Section shall also apply to an Employer paying with a check which the Employer's bank refuses to honor. Employers will arrange for payroll check cashing privilege for employees at a local bank, at no charge to the employee.

Section 3. If an employee reports for work, and there is no work available and they are sent home, or terminated before the shift begins, they shall be paid two (2) hours show-up time, unless the Employer provides advance notice to an employee at the employee's last known phone number at least one hour prior to scheduled start of shift. Weather and acts of God are excepted from this Section (see Article 8, Section 16).

Section 4. If the Employer desires special privileges from this Article, he shall make application to the Union in writing, stating what concessions he wishes and the reason for same. Any such application for special privileges granted by the Union shall be active only for the time and period stated.

Section 5. No employee shall be allowed to work for any delinquent Employer until all claims are settled.

Section 6. No employees shall be permitted to work for any Employer unless it shall abide by all Federal and State laws and the Agreements covering the various crafts under the jurisdiction of this Union.

Section 7. Any Employee shall upon request present any check stubs or itemized list of pay and deductions to the Joint Arbitration Board for the purpose of checking rate of pay, health and welfare, vacation, pension deductions, etc.

Section 8. The Union has the right to appoint working job stewards on any project. No steward may be laid off or fired for performance of his duty on any job. If said steward feels he is being discharged for unjustifiable reason, he shall bring his grievance to the Joint Arbitration Board for final decision.

Section 9. The Business Manager of the Union or his Designee shall be permitted to visit any job or project at any time.

Section 10. Failure on the part of any Employer to pay wages or benefits specified herein shall be deemed a breach of contract and shall justify economic or legal action of any kind by the Union, except that the Union shall take no economic action to enforce the subcontractor provisions; and any economic or legal action is not subject to the procedures of Article 15 (Settlement of Disputes).

Section 11. In the event of repeated delinquencies in payment of wages or benefits specified herein, the delinquent Employer involved may be required to post a cash or corporate surety bond in the amount of \$2,000 for each such delinquency with the Union.

Section 12. Any Employer who becomes signatory to this Agreement on or after May 1, 1999 shall be required to post a Surety Bond in the combined amount of \$15,000.00 payable to each of the Masonry Industry Trust Funds (as identified in Article 15, Health and Welfare; Article 16, Pensions; Article 17, Defined Contribution; Article 18, Vacation; Article 19; Oregon – SW Washington J.A.T.C. Training Trust; Article 20, Tile Industry Promotion; and Article 3, Dues Check Off). Any other existing signatory Employer may be required to post a Surety Bond not to exceed \$15,000.00 at the discretion of the applicable Masonry Industry Trust Funds. The bond of the Employer shall be maintained in the full amount for the duration of the Agreement.

Section 13. In the event the Employer fails to make any wage payments, the Union may enforce this Article through the Settlement of Disputes Article in this Agreement, or in the alternative, may file a legal action in its own name or in the name of the employee or employees involved. In the event it is necessary for the Union to retain an attorney to enforce this Article, the Employer shall pay reasonable attorney's fees incurred in the collection of monies due, including the fees and costs incurred in preparation for trial, at trial, on appeal, and in any bankruptcy proceeding. In addition, the employee, by himself or through the Union, shall have the right to use any remedy set forth in Oregon Revised Statutes or any other applicable law for the collection of wages.

## ARTICLE 13

### CONTRACT RESPONSIBILITY

Section 1. The Employer, journeyman tilers and terrazzo workers and foremen shall be responsible for the quality of their work. Any faulty work shall be investigated by the Joint Arbitration Board. Any Employer, journeyman or foreman who refuses to comply with the decision of the Joint Board will be subject to liquidated damages imposed by the Joint Board.

Section 2. All the classifications for members of Bricklayers and Allied Craftworkers Local #1, Oregon will have a valid First Aid and Safety Card where required, to seek employment on construction jobs. This will be the responsibility of the members, Employers, and the Apprenticeship Committee. Employee(s) shall be paid \$100.00 by Employer, upon providing completion card to Employer.

Section 3. If an Employer anticipates a need for their BAC member employees to have valid Forklift/Equipment Operator cards, the Apprenticeship Committee, in cooperation with the requesting Employer, will hold classes so the member can obtain a card. Employee(s) shall be paid \$75.00 by Employer, upon providing completion card to Employer.



Section 4. The Union shall hold safety, first aid and CPR training classes annually for its members. Should an Employer or group of Employers request special training sessions, (OSHA 10 etc.) the Union will provide such classes provided that the Employer provides the required minimum number of persons for such classes. Employees shall be paid \$150.00 upon providing a completion card for OSHA 10 training.

Section 5. Employers, who perform any type of work on construction sites that requires background checks of its employees, shall provide the security background checks at the Employer's cost, with no cost to the employee. This includes, but is not limited to, TOP SECRET, SECRET, RED BADGE, TWIC, etc.

## ARTICLE 14

### WAGES

Section 1. The rate of wages to be paid journeymen, apprentices and finishers shall be the amounts as stated in Schedule A.

Section 2. On jobs where five (5) or more tilesetters or terrazzo workers and/or apprentices are employed, one of the Journeyman tilesetters or terrazzo workers shall be designated as a working foreman and shall receive additional pay per hour as referred to in Schedule A.

Section 3. PREMIUM PAY: Tilesetters or finishers working on epoxy, furnane, alkox, shall be paid in accordance with Schedule A, in addition to the regular rate for such work. In addition, the Employer shall furnish all necessary safety equipment, including, but not limited to: barrier cream, gloves (including surgical gloves), protective suits, eye protection, and suitable cartridge respirator. If new products are introduced that would fall under this section, or problems arise with any products, both parties agree to meet and discuss possible solutions for any such problems.

Section 4. If any employee is sent by an Employer to a jurisdiction where the wage rate for the employee is in excess of that which he has previously been receiving from his Employer, including expense money, the wage rate of the jurisdiction to which an employee may be sent shall prevail.

Section 5. Where it is alleged that an Employer has failed to pay wages and/or subsistence in accordance with the terms and conditions of the contract to any employee, the Employer shall upon request of the Joint Arbitration Board submit his payroll records to a C.P.A. who shall have authority to determine from such records whether the Employer has in fact so failed to pay such wages and/or subsistence.

Section 6. HOLIDAYS: Legal holidays shall consist of the following: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. Should any of these holidays fall on a Sunday, the following Monday shall be observed as a legal holiday. Should any of these holidays fall on a Saturday, the preceding Friday shall be observed as a legal holiday.

Section 7. If the total Tilesetter hours in any four (4) month period for Bricklayers and Allied Craftworkers Local Union #1 of Oregon drops 30% as compared to the same four (4) month period of the prior year, the parties to this Agreement will meet to discuss current problems. On mutual agreement the contract may be opened. This excludes lack of work due to unusual weather conditions.

Section 8. The following is the scheduled wage increases for journeyman tilesetters and terrazzo workers for the duration of this Agreement of May 1, 2019 to April 30, 2024.

May 1, 2019:	\$ 1.80
May 1, 2020:	\$ 1.60
May 1, 2021:	\$ Wage Opener
May 1, 2022:	\$ Wage Opener
May 1, 2023	\$ Wage Opener

When wages and fringe benefits have been allocated, the Union cannot decrease any amounts without the consent of the Employer.

Section 9. Finisher’s wage and fringe benefit total package will be equal to 75% of the journeyman tilesetters total package.

Section 10. Each Employer shall complete and submit any prevailing wage survey documents (federal or state) in a timely manner to the requesting agency and the Union. At the Union’s request, an Employer shall provide the Union with a copy of the wage survey submitted. Non-compliance with this section will deem the Employer ineligible for Industry Advancement Funds, at the sole discretion of the Union.

## ARTICLE 15

### HEALTH & WELFARE

Section 1. Each Employer shall pay the amounts as stated in Schedule A for each hour covered by this Agreement to the Masonry Welfare Trust. Travel time paid shall be considered as time worked for the purpose of determining such payments.

Section 2. The Employer is bound by the provisions of the Trust Agreement and the plan, as amended, for the Masonry Welfare Trust which provisions are hereby incorporated into and made a part of this Agreement.

Section 3. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the Masonry Welfare Trust those Employer Trustees who are now serving or who may hereafter serve on the Board. Nothing in this provision nor any other part of this Agreement shall prejudice the right of the Trustees of the Masonry Welfare Trust to act as settlors, including without limitation the authority to establish, design, and terminate the plan, amend benefit levels, allocate contributions among related plans, and set funding levels.

Section 4. Employer reports and/or remittances are due monthly at the office of the administrator of the Trust no later than the 15th day of the month for hours worked in the preceding month. Late reports and/or remittances may result in the assessment of delinquency charges as provided for in the Trust Agreement.

Section 5. In the event an Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

## ARTICLE 16

### PENSIONS

Section 1. Each Employer shall pay the amounts as stated in Schedule A for each hour worked for all membership classifications covered by this Agreement to the Northwest Bricklayers Pension Plan and the Bricklayers and Trowel Trades International Pension Fund. Each Employer shall pay the amounts as stated in Schedule A for each hour worked for all Finishers covered by this Agreement to the Northwest Bricklayers Pension Fund. Travel time shall be considered as time worked for the purpose of determining such payments. Effective for periods prior to and during this current Agreement, a certain portion of the contributions are not being credited and therefore are off-benefit, and the amount of such off-benefit contributions are set forth in the Off-Benefit Schedule of the Northwest Bricklayers Pension Fund, which is hereby incorporated into and made a part of this Agreement.

Section 2. The Employer is bound by the provisions of the Trust Agreement and the plan, as amended, for the Northwest Bricklayers Pension Trust which provisions are hereby incorporated into and made a part of this Agreement.

Section 3. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the Northwest Bricklayers Pension Trust those Employer Trustees who are now serving or who may hereafter serve on the Board. Nothing in this provision nor any other part of this Agreement shall prejudice the right of the Trustees of the Northwest Bricklayers Trust to act as settlors, including without limitation the authority to establish, design, and terminate the plan, amend benefit levels, allocate contributions among related plans, and set funding levels.

Section 4. Employer reports and/or remittances are due monthly at the office of the Administrator of the Trust no later than the 15th day of the month for hours worked in the preceding month. Late reports and/or remittances may result in the assessment of delinquency charges as provided for in the Trust Agreement.

Section 5. In the event an Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

Section 6. Commencing with the First day of May 2019 and for the duration of this Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund for each member covered by this Agreement as follows:

(a.) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution as shown on attached Schedule A to the above named International Pension Fund.

(b.) For the purpose of this section, each hour paid for, including hours attributable to show-up, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

(c.) Contributions shall be paid on behalf of any employee starting with employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, finishers, and probationary employees.

(d.) The payments to the International Pension Fund required shall be made to the Bricklayers and Trowel Trades International Pension Fund, which was established under an Agreement and Declaration of Trust, dated July

1, 1972. The Employer further agrees to be bound by, and to the said Agreement, and Declaration of Trust, as though he had actually signed the same.

(e.) The Employer hereby designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

(f.) All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the International Pension Fund.

(g.) If an Employer fails to make contributions to the International Pension Fund within twenty 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 provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein but shall have available to it all other legal means of enforcement. The Employer shall be liable for all costs for collection of payments due, together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer 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.

(h.) The pension plan adopted by the Trustees of said International Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

## ARTICLE 17

### **DEFINED CONTRIBUTION PLAN**

Section 1. Each Employer shall pay the amounts as stated in Schedule A for each hour covered by this Agreement to the Northwest Bricklayers & Allied Craftworkers Defined Contribution Plan.

Section 2. The Employer is bound by the provisions of the Trust Agreement and the Plan, as amended, for the Northwest Bricklayers & Allied Craftworkers Defined Contribution Plan which provisions are hereby incorporated into and made a part of this Agreement.

Section 3. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the Northwest Bricklayers & Allied

Craftworkers Defined Contribution Plan those Employer Trustees who are now serving or may hereafter serve on the Board.

Section 4. Employer reports and/or remittances are due monthly at the office of the administrator of the Trust no later than the 15<sup>th</sup> day of the month for hours worked in the preceding month. Later reports and/or remittances may result in the assessment of delinquency charges as provided in the Trust Agreement.

Section 5. In the event an Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

## ARTICLE 18

### VACATION

Section 1. The Employer shall withhold the sum set forth on attached Schedule A per hour for all hours worked; the sum to be deposited in the Masonry Welfare Trust Fund in Portland, Oregon to the individual employee's vacation account. Vacation withholding for each employee shall be reported to the Masonry Welfare Trust and paid in accordance with Trust procedures to the applicable credit union subject to dues deductions authorized by the employee.

Section 2. The Employer is bound by the provisions of the Trust Agreement and the plan, as amended, for the Masonry Welfare Trust which provisions are hereby incorporated into and made a part of this Agreement.

Section 3. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the Masonry Welfare Trust those Employer Trustees who are now serving or who may hereafter serve on the Board.

Section 4. Employer reports and/or remittances are due monthly at the office of the Administrator of the Trust no later than the 15<sup>th</sup> day of the month for hours worked in the preceding month. Late reports and/or remittances may result in the assessment of delinquency charges as provided for in the Trust Agreement.

Section 5. In the event an Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no

economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

## ARTICLE 19

### **OREGON S.W. WASHINGTON MASON TRADES JOINT APPRENTICESHIP AND JOURNEYMAN TRAINING TRUST**

Section 1. The Employer shall pay the prevailing contribution rate per hour as set forth on attached Schedule A, for each hour worked for all its employees covered by this Agreement to the Oregon S.W. Washington Mason Trades J.A.T.C. Trust.

Section 2. The Employer shall pay the prevailing contribution rate per hour as set forth on attached Schedule A, for each hour worked for all its employees covered by this Agreement to the International Masonry Institute Apprenticeship Trust

Section 3. The Employer is bound by the provisions of the Trust Agreement and the plan, as amended, for the Oregon S.W. Washington Mason Trades J.A.T.C. Trust, which provisions are hereby incorporated into and made a part of this Agreement.

Section 4. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the Oregon S.W. Washington Mason Trades J.A.T.C. who are now serving or who may hereafter serve on the Board.

Section 5. Employer reports and/or remittances are due monthly at the office of the Administrator of the Trust no later than the 15<sup>th</sup> day of the month or hours worked in the preceding month. Late reports and/or remittances may result in the assessment of delinquency charges as provided for in the Trust Agreement.

Section 6. In the event an Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

## ARTICLE 20

### **TILE INDUSTRY PROMOTION**

Section 1. The Employer shall pay amounts as specified in Schedule A, for each hour worked by Tile and Terrazzo journeymen and apprentices to the Ceramic Tile Institute of Oregon Trust Fund.

Section 2. The Employer shall pay amounts as specified in Schedule A, for each hour worked by finishers to the Ceramic Tile Institute of Oregon Trust Fund.

Section 3. The Employer is bound by the provisions of the Trust Agreement and the plan, as amended, for the Ceramic Tile Institute of Oregon Trust Fund which provisions are hereby incorporated into and made a part of this Agreement.

Section 4. The Employer does hereby accept and designate as its lawful representatives on the Board of Trustees of the above Trust those Employer Trustees who are now serving or who may hereafter serve on the Board.

Section 5. Employer reports and/or remittances are due monthly at the office of the Administrator of the Trust no later than the 15<sup>th</sup> day of the month for hours worked in the preceding month. Late reports and/or remittances may result in the assessment of the delinquency charges as provided for in the Trust Agreement.

Section 6. In the event as Employer becomes delinquent in its payments to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take other economic action, provided that the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement. In the event employees are pulled off the job as a result of such economic action, their wages shall continue until the delinquent payments have been made, not to exceed eight (8) hours per day.

## ARTICLE 21

### **INTERNATIONAL MASONRY INSTITUTE**

Section 1. The International Masonry Institute is the Union's International apprenticeship training, marketing, promotion, research, industry development and labor/management relations entity. Each Employer shall contribute the amount stated in the Schedule "A" accompanying this agreement for each



compensable hour of employment by each employee covered under this agreement. The minimum hourly contribution will be 1% of the gross wage and benefit package. Hourly contributions to the IMI shall be remitted to the Masonry Industry Trust Administration, Inc. (a third-party administrator).

## ARTICLE 22

### APPRENTICESHIP

Section 1. The Employer is bound by all the terms and provisions of the Oregon S.W. Washington Joint Apprenticeship and Training Committee and the Rules and Standards established thereby, including but not limited to wage schedules established for apprentices employed by the Employer.

(a.) The number of apprentices shall not exceed a ratio of one (1) apprentice to the first one (1) journeyman mechanic in the trade of his apprenticeship. Additional apprentices are authorized at a rate of one (1) apprentice for each additional three (3) journeymen.

(b.) The Employer shall take all steps necessary to see that each apprentice works under and with competent journeymen in order to assure adequate training is being provided in the respective craft the apprentice is being trained for.

(c.) Positively no apprentice shall be sent to out-of-town work that will interfere with or prohibit them from attending school classes unless he can enroll in another BAC approved school. If this is not possible, the apprentice must receive written permission from the coordinator or chairman of the J.A.T.C. Committee.

Section 2. All finishers employed shall receive the finishers' rate of pay set forth in Schedule A or the applicable percentage rate. All finishers without previous experience, who become employed, shall be paid in accordance with Schedule A.

Section 3. JOINT SAFETY COMMITTEE: The Oregon S.W. Washington Joint Apprenticeship and Training Committee shall also serve as the Joint Safety Committee, consisting of an equal number of members representing the Employer and the Union. The duties of this committee shall be to develop and recommend safe work policies and procedures. This committee shall meet at least once each month and also when called by the Chairman or when called by a majority of the current committee members. Members of the Joint Safety Committee shall be selected by the party they represent.

# ARTICLE 23

## SETTLEMENT OF DISPUTES

A. The parties to this Agreement shall establish a Joint Arbitration Board consisting of two (2) representatives selected by the Employer and two (2) representatives selected by the Local Union, to resolve disputes over the interpretation and application of this Agreement. The Board shall meet on call, to settle complaints, abuses or grievances. It is further agreed that should occasion require any alterations or amendments to this Agreement, the party desiring such alterations or amendments shall submit same in writing to the Board. The Employer and Union representatives at a session shall have an equal number of votes on all matters coming before the Joint Arbitration Board, regardless of the number of Employer or Union representatives present at a session.

B. It is specifically agreed that any controversy arising out of this Agreement involving the interpretation of its terms and conditions shall be settled in accordance with the grievance procedure set forth in this Article. No grievance shall be recognized unless it is called to the attention of the Employer by the Union or the attention of the Union by the Employer within twenty-one (21) days after the alleged violation is committed or discovered, whichever is later. However, it is also specifically agreed that the grievance procedures set forth in this Article do not apply to any claim or controversy involving, affecting, or in any way related to the obligation to or failure to make payments to the Trust Funds under this Agreement. Either the Union or the Trust Funds, or both, may use any legal means to enforce such obligations and to collect such payments provided by law, provided under this Agreement, or provided by the Trust Agreements or the plan documents for such Trust Funds, including without limitation the filing of a collection action in state or federal court.

C. Grievances shall be handled in the following manner:

Step 1. The grievance shall be referred to the Business Manager of the Union and the Employer.

Step 2. If the grievance is not settled pursuant to Step 1 of this Section within five (5) working days of the filing of the grievance, excluding weekends and holidays, the grievance shall be submitted within five (5) working days to the Joint Arbitration Board for consideration and settlement.

Step 3. If the Joint Arbitration Board does not reach a settlement within five (5) working days, not including weekends and holidays, following a referral of the grievance to the Board, it shall immediately select an impartial arbitrator to review with the Board

all evidence submitted relating to the dispute and then cast the deciding vote. If the Joint Arbitration Board cannot agree on an impartial arbitrator, the impartial arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. All expenses of the impartial party shall be borne equally by the Employer and the Union. The decision reached by the Joint Arbitration Board with the assistance of the impartial arbitrator shall be final and binding upon all parties.

D. When settlement has been reached at any step of this Grievance Procedure, such a settlement shall be final and binding on all parties, provided, however, that in order to encourage the resolution of disputes and grievances at Steps 1 and 2 of Section C of this Article, the parties agree that such settlements shall not be precedent-setting.

E. The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond within the time limits provided above, without a written request for an extension of time, shall be deemed a waiver of such grievance without prejudice, and shall create no precedent in the processing of and/or resolution of like or similar grievances or disputes. If either party requests a mutually agreed extension within the time limits and the other party does not respond within the time limits, the requesting party shall be deemed to have an extension of five working days, excluding weekends and holidays, from the current time limit.

## ARTICLE 24

### **JURISDICTIONAL DISPUTES**

Section 1. If the Union notifies the Employer of the existence of a jurisdictional dispute, the parties shall meet for the purpose of determining the dispute within twenty-four (24) hours. In the event the parties are unable to resolve the dispute, the Employer shall maintain his assignments until duly processed and determined by a higher authority; i.e. International Union, N.L.R.B., or courts.

## ARTICLE 25

### **EMPLOYER BUSINESS**

Section 1. The Employer shall not attempt to engage in any work covered by this Agreement through the use or device of another business entity or

corporation over which the Employer has the right to exercise control, or has any ownership interest, or through the use of the device of a joint venture with another Employer without first consulting the Union for the purpose of establishing to the Union's personal satisfaction that the use of such device is not for the purpose of lowering wages, or evading fringe benefit payments or other conditions in the area where said device is sought to be used. If the Union is not personally satisfied, the Union may resort to strikes, picketing or other available legal or economic recourse, including unilateral cancellation of the Agreement, notwithstanding any other provision of this Agreement. In addition, the Employer agrees that if it violates this provision, it shall be liable to the Union, its employees and the Masonry Industry Trust Funds, respectively, for damages, as measured by the sums of money required by this Agreement for wages, travel pay, and Trust Fund contributions, as though the other entity were bound by this Agreement.

## ARTICLE 26

### **SUCCESSOR CLAUSE**

Section 1. This Agreement, and supplements or amendments thereto, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their successors, administrators, executors, and assignees.

Section 2. In the event the Employer's business is, in whole or in part sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such business and operation shall continue to be subject to the terms and conditions of the Agreement.

## ARTICLE 27

### **MOST FAVORED NATIONS CLAUSE**

Section 1. If the Union shall enter into any agreement different in its term(s) from this Agreement for any type of work covered by this Agreement, with any Employer or group of Employers, any Employer signatory hereto shall have the right to avail itself of such different term(s) of such agreement. This clause shall not apply to an agreement where the only difference is the length of the agreement, such as a project agreement or an agreement for a lesser specific time period so long as it is approved by the Association.

## ARTICLE 28

### WORK OUTSIDE OF JURISDICTION

Section 1. Any Employer engaged in work covered by this Agreement that is outside of the Local geographical jurisdiction of this Agreement (“outside work area) shall register their jobs before starting work with the local Union in the outside work area. If the Employer is unable to contact the applicable local Union in the outside work area for any reason, then the Employer shall advise Local Union #1 of Oregon of the job before starting work.

Section 2. In the event an Employer takes or sends any of their employees into an outside work area, then at a minimum the wage scale, contributions, and working conditions of this Agreement shall be applied to such employees, but if the wage scale, contributions, and working conditions are better in the outside work area (as set forth in any applicable agreement of an affiliated union to this Union), then such better wage scale, contributions, and working conditions shall apply.

Section 3. Except as provided in Section 2, the Employer engaging in work in an outside work area shall comply with all of the lawful clauses of the collective bargaining agreement in effect in said outside work area if such an agreement exists. Trust Fund contributions shall be paid in accordance with the collective bargaining agreement governing the outside work area, if one exists and provided reciprocity of benefits to the home trusts of the employees is available. If a local collective bargaining agreement does not exist or reciprocity is not available, then the Trust Fund contributions shall be paid directly to the home trust of the employees.

Section 4. Any dispute over this Article 28 shall be governed by the remedies provided under the collective bargaining agreement in effect in said outside work area if such an agreement exists, except that any claim or controversy in any way related to the Trust Funds under this Agreement shall be governed by this Agreement, the applicable Trust Agreements, and the applicable law including ERISA. If a local collective bargaining agreement does not exist, then the remedies provided in the Agreement shall govern.

## ARTICLE 29

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Both parties agree that there shall be no discrimination in the employment of any employee on the account of age, race, sex, national origin, or religion. Further, both parties assert their policy of no tolerance for discrimination or sexual harassment in the work environment.

# ARTICLE 30

## DURATION AND TERMINATION

Section 1. The parties agree that they shall be bound by any future Collective Bargaining Agreement, or by any extension, modification, or Amendment to this Agreement between the Association and the Union, covering this Multi-Employer Bargaining Unit, unless the Employer or the Union gives notice, in writing, which must be received not later than sixty (60), nor more than one hundred twenty (120) days prior to the expiration of this Agreement, or any subsequent Anniversary dates, of its notice of intent to modify or terminate. Employer further agrees that it will give the same written notice to the Union of any intent to withdraw from the Multi-Employer Bargaining Unit, not less than sixty (60) days, nor more than one hundred twenty (120), prior to the expiration of the Agreement, or any subsequent Anniversary dates.

Section 2. If either party wishes to modify Schedule A of this Agreement, notice to the other party of such intent is required in writing at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the expiration of this Agreement.

Section 3. If either party wishes to modify Schedule B of this Agreement, notice to the other party of such intent is required in writing at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the expiration of this Agreement.

Section 4. The parties hereby waive any right that they may have to repudiate this Agreement during the term of the Agreement or during the term of any extension, modification or amendment.

Signed at Portland, Oregon this 30<sup>th</sup> day of April 2019

BRICKLAYERS AND ALLIED  
CRAFTWORKERS LOCAL #1, OREGON  
OF THE PACIFIC NORTHWEST  
ADMINISTRATIVE DISTRICT COUNCIL



Matthew Eleazer  
President

TILE CONTRACTORS ASSOCIATION  
OF PORTLAND, OREGON



John Carlson  
President



James Watts, Attorney

**SCHEDULE B**  
**TRAVEL ALLOWANCE AND SUBSISTENCE**  
**EFFECTIVE MAY 1, 2019 THROUGH APRIL 30, 2024**

**TRAVEL ZONE**

- (A) Jobs within a radius of 0 to 50 miles from Courthouse – No Allowance
- (B) Jobs within a radius of 51 to 75 miles from Courthouse - \$25.00/day

**SUBSISTENCE ZONES**

- (C) Jobs in excess of 75 miles from the Courthouse, but less than 200 miles from the Courthouse.
  - \* If work is to be resumed following a weekend, this subsistence shall not be paid for Saturday and Sunday.
  - \* If the four (4), ten (10) hour day option is used, subsistence shall be paid for four (4) days.
- (D) Jobs in excess of 200 miles from Courthouse.
  - \* If work is to be resumed following a weekend, this subsistence shall be paid for Saturday and Sunday.

**ZONES C & D**

May 1, 2019	\$ 90.00
May 1, 2020	\$ 90.00
May 1, 2021	\$ To be bargained
May 1, 2022	\$ To be bargained
May 1, 2023	\$ To be bargained

On all jobs over 75 miles, the Employer shall pay transportation for one round trip wages in transit at straight time rate; fare one-way to be paid on the first pay day and return fare when job is completed, laid-off, discharged or employee is transferred to another job. Straight time shall be paid for all travel time.

An employee who conveys material to or from a job site in their own vehicle when requested by an Employer, shall be paid \$25.00 per day, in addition to any other travel or subsistence amounts that may be entitled to in any of the above sections.

The basis for mileage outside of the 75 mile radius will be actual road mileage computed by shortest MapQuest distance.

ADDENDUM

The following is an amendment to the Agreement between the Tile Contractors Association, Portland, Oregon Chapter, and Bricklayers and Allied Craftworkers, Local Union #1 of OR/WA/ID/MT (successor to Bricklayers and Allied Craftworkers, Local Union #1 Oregon of the Pacific Northwest Administrative District Council) (May 1, 2019 – April 30, 2024), and shall be effective November 1, 2023. The following shall replace Section 3 to Article 1 (Recognition – Scope of Work):

This Agreement shall cover new construction, maintenance, repair and renovation within the following areas: the entire State of Oregon; the counties in southwest Washington of Skamania, Clark, Cowlitz, Wahkiakum, and the south part of Pacific and a 10-mile strip bordering the Columbia River in Klickitat; and the counties in southwest Idaho of Adams, Valley, Washington, Gem, Payette, Boise, Canyon, Ada, Elmore, Camas, Blaine, Gooding, Lincoln, Jerome, Mindoka, Owyhee, and Twin Falls.

Signed at Portland, Oregon this 15<sup>th</sup> day of November, 2023.

BRICKLAYERS AND ALLIED  
CRAFTWORKERS LOCAL #1  
OR/WA/ID/MT



TILE CONTRACTORS ASSOCIATION OF  
PORTLAND, OREGON





# SCHEDULE C

## MEMBERS OF THE ASSOCIATION

Floor Factors, Inc.  
1320 NW 17<sup>th</sup> Avenue  
Portland, OR 97209  
(503) 222-9393

Northwest Tile Works  
14809 NW 20<sup>th</sup> Court  
Vancouver, WA 98685  
(360) 574-4454

Roedel Tile Contracting Co., Inc.  
PO Box 11221  
Portland, OR 97211  
(503) 285-9878

Schonert & Associates  
12452 SE Capps Road  
Clackamas, OR 97015  
(503) 723-9413

B&B Tile and Masonry  
PO Box 758  
Brush Prairie, WA 98606  
(360) 944-9873

Don Frank Commercial Floors  
15550 SE Piazza Ave  
Clackamas, OR 97015  
(503) 235-5447

## **SCHEDULE D**

Masonry Industry Trust Administration  
9848 E. Burnside  
Portland, OR 97216  
(503) 254-4022  
(800) 591-8326  
Fax: (503) 254-4119  
[mita@masonry-trusts.com](mailto:mita@masonry-trusts.com)



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**Bricklayers & Allied Craftworkers  
Local Union #1 Oregon**

12812 NE Marx Street  
Portland, OR 97230  
(503) 232-0358

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