

AGREEMENT

July 1, 2005, through June 30, 2008

by and between

**BRICKLAYERS' LOCAL UNION #3
of CALIFORNIA, IUBAC, AFL-CIO**

**8400 Enterprise Way, Room #103
Oakland, CA 94621
Phone: (510) 632-8781 Fax: (510) 632-8261**

AND

**NORTHERN CALIFORNIA MASON
CONTRACTORS MULTI-EMPLOYER
BARGAINING ASSOCIATION**

**2882 Grove Way, Castro Valley, CA 94346
Phone: (510) 581-2776 Fax: (510) 581-0266**

TABLE of CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	Recognition, Successors and Assigns, Geographic and Trades Jurisdiction.	3 - 5
II	Hours, Wages, Fringe Benefits, Overtime, Shift Pay, Holidays, Show-Up Pay, and Inclement Weather.	5 - 7
III	Foremen and Stewards	7 - 8
IV	Travel, Subsistence and Specialty Pay	8 - 9
V	Employer Responsibilities	9 - 10
VI	Apprentices	10 - 11
VII	Terms Common to All B.A.C. Local #3 Trust Funds	11 – 12
VIII	Cash Bond Deposit	12 - 13
IX	Grievance. Joint Board and Arbitration	13 - 14
X	Substance Abuse	14 - 15
XI	Most Favored Clause	15
XII	Term of this Agreement	16
APPENDIX A	WAGES & FRINGES	18
APPENDIX B	WORK RULES	19 – 21
SIGNATURE PAGES FOR INDEPENDENT EMPLOYERS:		20 – 25
BOND FORM		

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July , 2005, by and between BRICKLAYERS and ALLIED CRAFTWORKERS LOCAL UNION No. 3, of California (hereinafter referred to as the UNION and the NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER BARGAINING ASSOCIATION (hereinafter referred to as the NCMCMBA). The term “employer” as used herein shall mean any employer who has designated the NCMCMBA as its bargaining agent and any independent employer signatory to this Agreement.

This Agreement is binding on all employers who have delegated their bargaining right to the NCMCMBA with the same force and effect as if this Agreement were individually signed by each employer. All employers are and continue to remain bound under this Agreement, for the term of any amendments, renewal, modifications or extensions of this Agreement.

Labor – Management – Cooperative Committee

The parties agree to establish a committee composed of equal number of representatives of labor and employers who shall meet periodically to consider methods of carrying out its purposes which shall include but not be limited to the following:

- A. To improve overall communications and disseminate pertinent information between the parties; and
- B. To coordinate legislative activities and communications with state, federal and municipal governmental agencies, elected officials and other organizations for the good and welfare of the masonry industry and
- C. To seek ways of dealing with problems of mutual concern which are detrimental to the advancement and economic development of the masonry industry; and
- D. To do what is lawfully possible to promote union masonry construction, recognizing the mutual threat of unfair competition; and
- E. To assist employers and the union achieve job site safety; and
- F. To explore joint approaches to achieving organizational effectiveness.

Labor and management will make a good faith effort to meet quarterly.

“The above agreement does not relieve Union of obligation to enforce Union agreement.”

“ W I T N E S S E T H ”

WHEREAS, it is the desire of the parties hereto to formulate an Agreement which will prevent strikes and lockouts, insure peaceful adjustment and settlements of all grievances, disputes and differences which may arise between them, prevent stoppage of work and promote the dignity and stability of the building industry, it is hereby agreed between the parties as follows:

ARTICLE I - RECOGNITION, SUCCESSORS AND ASSIGNS, GEOGRAPHIC AND TRADES JURISDICTION

Section 1. – RECOGNITION

- A. Each employer signatory to this Agreement whether as a member of the NCMCMBA or as an independent individual employer, hereby expressly acknowledges that the following request by the Union for recognition as the majority collective bargaining representative under Section 9 (a) of the National Labor Relations Act, the employer has recognized the Union as the Section 9 (a) majority collective bargaining representatives of all of the employer’s employees performing work covered by this Agreement based upon a showing by the Union of, or based upon an offer by the Union to show, evidence that a majority of the employer’s employees authorize the Union to represent them in collective bargaining. Each employer signatory to this Agreement agrees that it is establishing, or has previously established, a collective bargaining relationship within the meaning of Section 9 (a) of the National Labor Relations Act of 1947, as amended.

- B. All employees employed under this Agreement shall as a condition of continued employment tender dues and initiation fees in effect to the Local Union after the seventh (7th) day following such employment. Pre-apprentices shall have 20 working days to comply. In the event that any employee fails to tender the dues or initiation fees, the Union shall notify the employer and if such notice contains a request to the employer to discharge said employee within forty-eight (48) hours, said employer shall comply with the Union's request. In the event the employer refuses to discharge the employee as required, the Union shall be free to take such matter to the Joint Board.
- C. No steward, business agent or official of the Union has the authority to alter or amend any of the provisions of this Agreement or to sanction a violation of this Agreement. No employee shall be permitted to waive any of the benefits of this Collective Bargaining Agreement. No estoppel, waiver, or consent to employment under conditions other than as specified in this Agreement may be countenanced by any party.

Section 2. – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, successors and assigns of each party. Each of the employers bound by the terms of this Agreement agrees to promptly notify the Union in writing by registered or certified mail of any change in ownership or additional members of the partnership. In the event of failure to notify the Union, the individual or firm executing this Agreement shall continue to be individually responsible and liable for the observance of the terms and conditions of this Agreement, to the full extent permitted by law, by such firm, joint venture, corporation, individual or affiliate, until the required notices are given to the Union. Such notices may not be retroactive in effect. In interpreting the above clause, the purpose and spirit is to preclude the employer from circumventing the Agreement by the formation of joint ventures, new corporations, firms, partnerships, or any other paper transaction; provided, however, that this provision shall be interpreted and applied consistent with and no broader than the case law interpretation of the National Labor Relations Act.

Section 3. – GEOGRAPHIC JURISDICTION

- A. This Agreement shall apply to all work described in this Article below, within the following Counties of California: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, Santa Clara, Santa Cruz, San Mateo, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

Section 4. – TRADES JURISDICTION

- A. This Agreement covers the work performed by the Bricklayer, Stonemason, Concrete Blocklayer, and Cleaner, or any work within the scope of brick masonry, stone masonry, block masonry, or refractory and acid resistant masonry whether performed at the jobsite or prefabricated on or off the jobsite.
- B. The trade jurisdiction of this Agreement shall include all forms of construction, maintenance, repair and renovation utilizing natural or artificial brick, stone, concrete block, concrete panels, exterior marble, precast masonry, terra cotta, glass block, cork, dry stack block, unit pavers, refractory materials, the installation of all forms and types of masonry panels including on site fabrication, all washing down, cleaning, water blasting or sand blasting of brick or stone work, all integral elements of masonry construction and all forms of substitute materials or building systems.
- C. The removal, replacement, repair, or in-place restoration of all materials listed above.
- D. The maintenance and repair of existing structures performed in the refractory industry, i.e., existing stacks, furnaces, glass tanks, boilers in refineries, ships, industrial plants and cement plants.
- E. All welding of pre-cast panels, concrete, exterior marble, granite, limestone, or other masonry materials, or masonry materials encased in metal frames, whether or not pre-assembled shall be installed by members of the International Union of Bricklayers and Allied Craftworkers.
- F. The installation, removal, setting and restoration of brick, cement block, concrete masonry units and all artificial stone or natural stone, brick paving, dry stack retaining walls and all prefabricated slabs regardless of size, either interior or exterior, where used for the backing up of exterior walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all materials substituted for the clay or natural stone products shall be within the trade jurisdiction covered by this Agreement.

- G. The cutting, setting, pointing of all concrete pre-fabricated slabs regardless of size shall be within the trade jurisdiction covered by this Agreement.
- H. All reinforcing steel placed in masonry construction such as brick, block, stone, refractory anchoring systems and fireproofing material for furnaces, heaters, boilers, stacks ducts, and structures including beams, columns and vessel skirts shall be work covered by this Agreement.
- I. In addition, such other construction work in this area that traditionally has been performed, as is the custom and practice, of the bricklayers, stone mason, cleaner, blocklayer, and refractory mason members of this Union.
- J. It shall not be a violation of this agreement for any employee covered hereby to refuse to pass an authorized picket line, or to refuse to work on a job site at which persons are not working under a lawful contract with this Union, Building and Construction Trades Council, or with any of the organizations or subordinate body thereof, or to refuse to handle or work on material produced or fabricated on the job by employees not under contract with a labor organization which is recognized by the International Union of Bricklayers and Allied Craftworkers.

ARTICLE II – HOURS, WAGES, FRINGE BENEFITS, OVERTIME, SHIFT PAY, HOLIDAYS, SHOW-UP PAY AND INCLEMENT WEATHER

Section 1 – HOURS

- A. At the option of the employer/employee, the regular work day may consist of seven (7) or eight (8) hours at the straight time rate. A regular work week shall consist of five (5) regular work days totaling thirty-five (35) to forty (40) hours per week, Monday through Friday. Upon mutual agreement between employer/employee the lunch period shall be at least thirty (30) minutes duration sometime near the mid point of the work day. The regular work day may begin at 7:00 a.m., 7:30 a.m., or 8:00 a.m. at the option of the employer. In the event the employer makes a change in the regular starting time, a three (3) day prior notice shall be given. Four (4) ten (10) hour days may be agreed to by the Union and the employer, if the need arises.

Section 2. – WAGES

- A. The wages and fringe benefits payable for work performed from July 1, 2005 to July 31, 2005 shall be no less than those rates in effect under the previous agreement between the Union and the Association. Thereafter, from August 1, 2005 through June 30, 2006, the wages and fringe benefits shall be as set forth in Appendix 'A' of this Agreement.
- B. The wages and fringe benefits to be paid under this Agreement for work performed on or after July 1, 2006, are set forth in Appendix A of this Agreement and shall be allocated between existing taxable wage rate and fringe benefits at the sole discretion of the Union.
- C. It is agreed that the additional pension contributions equal to seventy five cents (\$0.75) per hour in San Francisco (Counties of Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Siskiyou, Solano, Sonoma, and Trinity) and Monterey (Counties of Monterey and Santa Cruz) and forty cents (\$0.40) per hour in all other areas covered by this Agreement will be used to eliminate the current unfunded liabilities of the respective pension funds and for no other purpose.
- D. If the actuarial value of any of the defined benefit pension plans assets exceed 102.5% of that plan's liabilities, the Union shall have the right to reallocate the forty cents (\$0.40) per hour, or seventy five cents (\$0.75) per hour contribution set forth in this Article II, Section 2, Paragraph C. to wages or other benefits. In the event that the actuary determines that the actuarial value of that plan's assets has thereafter fallen below one hundred percent (100%) of its liabilities, the reallocated contribution of forty cents (\$0.40) per hour, or seventy five cents (\$0.75) per hour would be reinstated for the purpose set forth in Article II, Section 2, Paragraph C, beginning with the contributions for the month following notice to the Contractors and Plan Administrator. The 102.5% figure set forth in this provision shall be used for the sole purpose of this provision only, and for no other purpose.
- E. Prevailing Wage Clause – Negotiate 8 months before termination of current CBA and come to terms 6 months before end of CBA to post prevailing wage rates in DOL first annual posting.
- F. It is agreed by the parties hereto that whenever the prevailing wage/fringe package established by the State or Federal Government for a particular project is lower than the wage/fringe package established by this

Agreement, the Employer may pay the prevailing wage/fringe package established by the State or Federal Government to all employees on the project. This provision shall only apply to public works jobs bid after the prevailing wage determination that is scheduled to be issued by the DLSR on February 22, 2006, is issued.

Section 3 – FRINGE BENEFITS/UNION DUES CHECK-OFF

- A. Except as otherwise expressly set forth herein, in the event the parties determine it necessary to allocate and pay additional contributions to fringe benefit trusts provided under this Agreement, said increased contributions shall be deducted and offset from the wage provided under this Agreement. It is agreed that effective January 1, 2006, the Union shall have the right to reallocate ten cents (.10¢) of the taxable wage to the Health and Welfare Benefit Trust
- B. The employer shall pay all fringe benefits for each hour worked by each employee on all work covered by this Agreement, regardless of whether or not the employee is member of the Union. The fringe benefit payments will be made to the appropriate trust fund, associated with the Union, for the fringe benefits described in Appendix A. The employer agrees to and shall be bound by all the terms and conditions, including any amendments hereafter made, to those trust agreements governing the trusts which sponsor or administer the pension, welfare and other benefits provided in this Agreement, including, but not limited to, the Bricklayers and Allied Craftworkers Local No. 3 Health and Welfare Trust, the Bricklayers Local 7 Pension Trust, the Bricklayers Local 3 Pension Trust, the Bricklayers and Allied Craftworkers Local No. 3 Apprentice Training Trust and the International Union of Bricklayers and Allied Craftworkers Pension Fund.
- C. Each employer who is signatory to or bound by this Agreement shall withhold for Union dues check-off the amount of wages equal to an amount designated by BAC Local 3 from time to time.

The Union will furnish to the employer a list of the individuals who have executed a dues check-off authorization and the employer shall be entitled to rely upon the accuracy of such list in effecting any deductions.

The employer shall transmit such monthly Union Dues check-off deduction to the administrator of the trust funds for the area in which the work is performed as set forth in Appendix A to this Agreement and shall make appropriate entries with respect to said Union Dues check-off deductions on report forms supplied by the administrator.

Section 4. - OVERTIME

All overtime work shall be paid for at the following rates of pay:

- A. The ninth (9th) and tenth (10th) hours of work Monday through Friday shall be paid for at one and one-half (1 ½) times the total taxable hourly wage rate. All hours worked in excess of ten (10) hours Monday through Friday shall be paid at double the taxable hourly wage rate. Vacation and Union administration shall be deducted based only on the hours worked. The overtime premium remains on their check.
- B. Except as permitted by Section 8 below, the first ten (10) hours worked on Saturday shall be paid for at one and one-half (1 ½) times the taxable hourly wage rate. All hours worked on Saturday in excess of ten (10) hours and all hours worked on Sunday or recognized holidays shall be paid for at double the taxable hourly wage rate.
- C. The Union shall be informed of all overtime work on a Saturday, Sunday or holiday. Notice by facsimile or e-mail to a Local Union office shall constitute full compliance with this Section C. Failure to provide notification may result in a Joint Board Hearing.

Section 5. - SHIFT PAY

- A. SHIFT WORK: The first eight (8) hours worked on any shift shall constitute a day's work. Each shift shall include thirty (30) minutes for lunch. The rate of wages for employees shall be as set forth in Appendix A of this Agreement.
 - (a) When three (3) –eight (8) hour shifts per day are worked, the day shift will commence between 6:00 AM and 8:00 AM, as designated by the customer, to avoid conflicts with other crafts, and terminate between 2:00 PM and 4:00 PM, (i.e. 8 hours after starting). Swing shift will commence between 2:00 PM and 4:00 PM and terminate between 10:00 PM and midnight, as determined by the start of the

day shift. Graveyard shift will commence between 10:00 PM and midnight and terminate between 6:00 AM and 8:00 AM, as determined by the start of the day shift.

- (b) When two (2) ten (10) hour shifts per day are worked, the day shift shall commence between 6:00 AM and 8:00 AM and terminate between 4:00 PM and 6:00 PM. The swing shift shall commence between 4:00 PM and 8:00 PM and terminate between 2:00 AM and 6:00 AM. The first eight (8) hours in either shift will be at straight time and the last two (2) hours at time and one-half the total taxable hourly wage rate or double the total taxable hourly wage rate as specified in Article II, Section 4.
- (c) When two (2) twelve (12) hour shifts per day are worked, the first ten (10) hours will be paid in accordance with Article II, Section 4, above and last two (2) hours will be paid at the double the total taxable hourly wage rate.
- (d) Shift work a straight time will commence at midnight Sunday and terminate at midnight Friday. All work from midnight Friday to midnight Saturday shall be paid at a rate of time and one-half the total taxable hourly wage rate. All work from midnight Saturday to midnight Sunday, or on holidays shall be paid at a rate of double the total taxable hourly wage rate.
- (e) SHIFT DIFFERENTIAL: Day shift shall receive a total taxable hourly wage rate, swing shift shall receive 10% above the total taxable hourly rate and the graveyard shift shall receive 15% above the total taxable hourly wage rate.
- (f) All shifts less than twelve (12) hours will be provided a thirty (30) minute lunch break. For swing shift and graveyard shifts only, the lunch break will be at the employer's expense. All employees shall be allowed ten (10) minutes to clean up before quitting time.
- (g) In no case shall an employee work more than one shift in any one calendar day and each shift shall have its separate foreman, as required.
- (h) The employer is to provide a meal, if practical or one-half (1/2) hour pay on any "unscheduled" overtime over nine and one-half (9 ½) hours. Time for this meal will be provided by the Employer.
- (i) When an employee is required to work twelve (12) hours, the Employer will provide two thirty minute lunch breaks and breaks per state law on the Employers time.

Section 6. - HOLIDAY PAY

- A. The recognized holidays are New Year's, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day. Should the holiday fall on a Saturday, the Friday immediately prior shall be construed as the holiday. Should the holiday fall on a Sunday, the following Monday will be observed. Martin Luther King Day may be recognized on a voluntary basis by the craftworkers, it will become a recognized holiday if the five Basic Trades add it.
- B. Both parties recognize that the State and Federal Government have designated days for observance of the listed holidays different from those dates that holidays have been traditionally observed. Both parties agree to observe the listed holidays on the date designated by the State and Federal Government.

Section 7. - SHOW UP TIME

- A. Any employee reporting for work at the regular starting time and not put to work must be paid for two (2) hours pay plus any subsistence, parking, etc., except for inclement weather or Act of God, when applicable. All hours worked over two (2) hours will be paid for the actual hours worked. Any applicant dispatched by the Union, rejected by the employer at the job site, must be paid the two (2) hours show-up time. If an employer decides not to accept a dispatch of certain Union members, they must have a letter on file with the Union identifying that individual by name and Social Security Number.

Section 8. - INCLEMENT WEATHER

- A. In the event a crew on a project is prevented from working on a regular work day due to inclement weather or act of God, that crew will be permitted to work on that job on the following Saturday at the regular straight time rate on a voluntary basis.

ARTICLE III - FOREMEN AND STEWARDS

- A. Foreman shall be members of the Bricklayers & Allied Craftworkers International Union. There shall be but one (1) foreman over a crew. No employee shall receive orders from any person other than the foreman and or the employer.
- B. Foremen supervising three (3) or more employees covered by this Agreement shall receive five dollars and fifty cents (\$5.50) per hour over the journeyman hourly wage rate. Foremen supervising ten (10) or more employees covered by this Agreement shall receive seven dollars (\$7.00) per hour over the journeyman hourly wage rate.
- C. When one or more craftsmen are employed on a job, a steward will be either appointed by the Union or elected at the jobsite, at the Union's option. In no event shall an employer discriminate against a shop steward or lay him off before the completion of the job because of any action taken by him in the proper performance of his duties or enforcement of this Agreement. The shop steward is to receive grievances and disputes from employees and report same to the Field Representative as soon as practical. The steward shall see that all terms of this Agreement are complied with including the proper observation of the rest periods and meal periods. The steward shall see that the CAL OSHA regulations pertaining to safety and scaffolds are complied with on the job.
- D. The first man on the job, workman, foreman, or steward, shall notify the Union of the location of the job and the name of the employer within four (4) hours after the job has started. The employer agrees to allow sufficient time for this notification requirement. Restarting of a job follows the same rule.

ARTICLE IV – TRAVEL, SUBSISTENCE and SPECIALTY PAY

Section 1. - Determination of Mileage for 45 Northern California Counties covered under this Agreement.

- A. For the purpose of determining travel and subsistence reimbursement, all employees required to travel more than forty (40) miles from their residence or the Employer's principal place of business, whichever is closer to the job site, shall be paid travel reimbursement and subsistence as follows: Mileage to be determined by the California State Automobile Association.
- B. The Employer's principal place of business is the city or town recognized as such by the California State Contractors' License Board. The Employer's principal place of business must be a bona fide place of business, which is permanent. Temporary offices or other places of business established at or near the job site after the bid opening date shall not be recognized as principal place of business for purposes of this Article.
- C. Any individual Employer who has no principal place of business within the area covered by this Agreement shall use the employee's residence in place of the Employer's principal place of business for the purposes of this Article.

Section 2. - TRAVEL and SUBSISTENCE

- A. Travel reimbursement shall not exceed the following:

Less than 40 miles	Free Zone
41 to 50 miles	\$16.00 per day
51 to 60 miles	\$20.00 per day
61 to 70 miles	\$24.00 per day
71 to 80 miles	\$28.00 per day
Over 80 miles	Subsistence

- B. Subsistence expense reimbursement shall be actual expense not to exceed the following:

On all jobs of over 80 miles the employee shall receive a subsistence allowance of up to seventy five dollars (\$75.00) per day for each day worked. When an employee is entitled to subsistence and cannot work because of inclement weather, job shut down or act of God, the Employee shall be entitled to subsistence. When subsistence applies, employees traveling from their residence or the Employer's principal place of business, whichever is closer to the job site, located outside the 80 miles distance, and are not entitled to subsistence payment for reason of failure to produce expense receipts, that employee shall be paid mileage, not to exceed \$75.00 per day, calculated at the rate of thirty-eight cents (\$.38) per mile one way, and bridge tolls, for each

day said employee is required to report to the job site and does not receive subsistence reimbursement. The Employer, at his option, may provide covered transportation in lieu of payment of transportation or bridge tolls as heretofore set forth.

All subsistence for room and board shall be reimbursed as per receipts produced by the employee not to exceed seventy five (\$75.00) dollars per day. Travel expense and subsistence shall be paid where applicable for each day worked or part of a day worked and shall not be prorated.

Section 3. - SPECIALTY PAY and EMPLOYEE'S RESPONSIBILITIES

- A. All bricklayers, stone masons, etc. employed in underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduits shall be paid one dollar and seventy-five cents (\$1.75) per hour above the regular wage rate.
- B. In addition to the daily allowance specified in the preceding paragraph, all employees hereunder working indirect contact with raw sewage shall receive an additional allowance of one dollar and seventy-five cents (\$1.75) per hour above the regular wage rate.
- C. One dollar and seventy-five cents (\$1.75) per hour above the regular wage rate will be paid for operating a saw or grinder, provided such work is for the major portion of the day.
- D. Gunnite nozzlemen shall receive one dollar and seventy-five cents (\$1.75) per hour above the regular wage rate.
- E. When working on hot jobs where protective clothing is required, hot pay premium will be paid at one and one-half times above the hourly wage rate not to exceed double time.
- F. On suspended platforms, twelve dollars (\$12.00) per day over and above the regular daily wages shall be paid.
- G. Employees must be paid for going from one job to another during working hours and must not use any of their lunch period in making such change.
- H. Parking will be paid as follows on all job sites where free off-street parking is not available and/or where parking meters are in effect. The employee shall be paid his actual parking expenses. Employees must be prudent in selecting the least expensive parking facility within three (3) blocks of the job site. The employee must provide valid parking receipts. Bridge tolls will be payable to the employee upon presentation of receipts. BART/public transportation reimbursement will be paid per receipt in lieu of parking unless free parking is provided and available.

ARTICLE V - EMPLOYER RESPONSIBILITIES

Section 1.

- A. No more than two partners or two officers of a corporation shall work with the tools of the trade on any one job. A violation of this clause shall be referred to the Joint Board of the Union and the Management Committee.

Partners or sole proprietors who work with the tools of the trade shall pay all fringe benefits which would otherwise be payable under contract except pension contributions and at their option health and welfare contributions. Employees of corporations who are also officers or shareholders of said corporation who work with the tools of the trade shall pay all fringe benefits on themselves which would be applicable to regular employees under this Agreement.

- B. All employees must be paid weekly with a regular printed payroll check on the job, if the men are working; or at a mutually agreed place, if the men are not working. Friday is the typical payday and checks should be given at least one-half (½) hour before quitting time. When Friday falls on a holiday, the men will be paid on the day prior. A payday other than Friday may be utilized, but will be constant on a weekly basis. In no event shall the employer hold back more than three (3) days wages. All payment to employees must be paid by check in a uniform manner that provides a separate line item with year to date totals for all taxable items.

In the event the Employer fails to observe a payday as herein stated, the Employer will pay the employee waiting time pay per the scheduled rate of wages per day for each day or portion thereof, not exceed seven (7) or eight (8) hours per day, for each twenty-four (24) hour period until the pay is actually received by the employee.

All employees will be furnished with a statement of all deductions, subsistence, etc., at the termination of each pay period. When employees are discharged or laid off, they must be paid in full, one-half (1/2) hour prior to the quitting time on the job, or if given an office notice, they must be allowed adequate time from the job to the office where payment is to be made on the day of termination.

- C. If an employee receives a check that is returned from the bank unpaid, then the employee shall be paid waiting time pay at the regular straight time rate for each working hour until such check is honored, plus all other charges incurred by said employee regarding payment of the check.
- D. No person working or intended to be working under this Agreement shall be required to execute any forms or documents by any Employer other than a W-4 form and any forms required by Federal and State law.
- E. Anyone signing this Agreement in the capacity of a contractor must hold a valid and current California State Contractor's license classification that permits said contractor to contract work covered by this Agreement.
- F. All employers signatory to this Agreement agree that the exclusive source for the employment of employees covered by this Agreement shall be the Union. In the event that the Union is unable to provide the employee(s) requested within two (2) business days, the Employer may procure workers from any source or sources. Any Employer whose principal place of business is within the geographic jurisdiction of this Agreement is entitled to 100% portability of his crew. Nothing in this Agreement shall preclude any Union member from soliciting his/her own job.
- G. An Employer whose principal place of business is not within the geographic jurisdiction of this Agreement may bring one (1) lead person only. All other employees to be referred by the Union. In the event the Union is unable to supply an employee within two (2) business days after a request for employees by an Employer, the Employer shall be free to hire employees from any source. The employment of any employee performing work covered by this Agreement, whether or not such employee was supplied by the Union, shall be subject to all of the terms and conditions of this Agreement including, but not limited to, the payment of wages, travel and subsistence reimbursement, premium pay, and Union dues and trust fund contributions as specified in this Agreement.
- H. All employers signatory to this Agreement covenant and agree that they will notify subcontractors who perform the kind of work to which this Agreement is applicable, of the terms and conditions imposed by this Agreement and shall require that said subcontractors be bound by this Agreement, including, but not limited to, the payment of all wages and fringe contributions set forth in Appendix A of this Agreement.

All work covered by this Agreement, whether performed by members of the NCMCMBA or by signatory Employers who are not members of the NCMCMBA, or by any person, firm, partnership, corporation, joint venture or other entity, whether or not a signatory employer to this Agreement, for or on behalf of any signatory employer or under subcontract with, or in association with, or under any other arrangement with any signatory employer, shall be governed by the terms and conditions of this Agreement.

A signatory employer shall be liable for the payment of all wage and fringe contributions for all work covered by this Agreement performed by the employee of any person, firm, partnership, corporation, joint venture or other entity, including any hours worked by any sole proprietor, under subcontract with, or in association with, or under any other arrangements with such signatory employer, as if such work had been performed by an employee of the signatory employer. For example, should a signatory employer subcontract with a sole proprietor, the signatory employer shall be liable for the payment of all fringe contributions, including, but not limited to, pension, health and welfare, vacation and Union administration for all hours worked by the sole proprietor where such work is within the work jurisdiction of this Agreement. All charges of violation of this Article shall be processed under the grievance and arbitration provisions set forth in Article IX of this Agreement.

- I. The parties agree that there shall be no discrimination based on race, creed, national origin, sex or age. The employer shall be the sole judge as to the qualifications of any employee.

ARTICLE VI - APPRENTICES

Section 1.

- A. In order to train sufficient skilled mechanics for the industry, the parties to this Agreement recognize and encourage the necessity for employment of apprentices. It is understood and mutually agreed that the employment of apprentices shall be in accordance with the standards adopted by the Joint Apprenticeship and Training Committee, which are incorporated herein by reference. The maximum ratio of apprentice hours to journeyman hours shall be no greater than one to three. For apprentice wage a fringe benefits, refer to Appendix A.
- B. While apprentices are unemployed, each employer shall be required to hire one (1) apprentice, if the employer has a least four (4) journeymen employed and shall hire an additional apprentice for each additional four (4) journeymen employed. Such ratio shall be maintained in lay-off situations. No individual shall be deemed an APPRENTICE unless they are properly indentured and designated as such by the Joint Apprenticeship and Training Committee and in accordance with the State Division of Apprenticeship Standards.
- C. Employees enrolled in the twenty (20) working day pre-apprenticeship program established by the Joint Apprenticeship and Training Committee shall be paid not less than forty percent (40%) of the journeyman wage rate set forth in Appendix A. No fringe contributions shall be paid on pre-apprentices and pre-apprentices will not be required to join the Union until the completion of their twenty (20) working day trial period. **ALL PRE-APPRENTICES MUST BE REGISTERED WITH THE JOINT APPRENTICESHIP AND TRAINING COMMITTEE BEFORE EMPLOYMENT.**

ARTICLE VII - TERMS COMMON TO ALL B.A.C. LOCAL #3 TRUST FUNDS

Section 1. - TRUST FUNDS

- A. All employers shall be required to submit to the Trusts, on a form provided by the Trusts, a contribution report form each and every calendar month, signed by the employer, regardless of whether that employer had any employees for that particular month, together with payment for fringe benefits so reported. The report must be submitted to the Trusts before the fifteenth (15th) day of the calendar month following the month such hours were worked. The Contribution Report Form shall contain the information described in paragraph C of this Section 1.
- B. The Union and/or each Trust, operating through the Health and Welfare Trust shall be entitled to and may file a legal action to compel production of monthly reports, to compel production of payroll records and other relevant records for audit, and for the collection of any and all wages, fringe benefit contributions, Industry Funds and liquidated damages due and owing by the employer and thereafter may settle or compromise such legal action. In the event it is necessary for the Trusts to obtain legal counsel for any of these purposes, the Trusts shall, in addition to recovering payments of all amounts due and the legal rate of interest thereon, also be entitled to recover from the employer their reasonable attorney's fees and costs, whether or not any lawsuit is ever initiated. Each Trust and the Union may institute legal proceedings described in the first sentence of this Section 1 (B), including the filing of a lawsuit, without having the matter first heard and determined by the Joint Board. Employers in the Central Valley/Fresno area may elect to have their industry promotion contributions paid into the Central Valley Industry Promotion Fund. Industry Promotion contributions from all other Contractors will be paid into the existing Promotion Fund.
- C. Each monthly contribution to the Trusts shall be made promptly and is due on or before the fifteenth (15th) day of the calendar month following the month such hours are worked. If not paid in full by the fifteenth (15th) day of the month, the contribution will be delinquent and subject to liquidated damages. Each employer shall also prepare a monthly transmittal covering each employee who performs work subject to this Agreement setting forth the following information: Name of each employee, each employee's Social Security Number, number of hours worked by each employee in the appropriate geographical location, whether the employee is an apprentice or journeyman, and the gross amount of fringe benefits payable. It shall be the responsibility of the employer to make sure the monthly contribution and report form is postmarked by the Post Office on or before the fifteenth (15th) day of the month. If such envelope containing the contribution and report form is postmark dated after the fifteenth (15th) day of the month, such report form and contribution shall be considered delinquent, and the employer shall be in breach of this Agreement and liquidated damages shall be assessed. The Association, NCMCMB and the Union recognize and acknowledge that the regular and prompt payment of employer contributions and report forms is essential to the maintenance of the Trusts, and it would be extremely difficult, if not impractical, to fix the actual damage and expense to the Trusts which would result from failure of any employer to pay such monthly contributions and furnish contribution forms within the time provided. Therefore, the amount of damages to the Trusts resulting from any such failure shall be presumed to

be the sum of one hundred dollars (\$100.00) or ten percent of all contributions due, whichever amount is greater. If the delinquency persists over thirty (30) days, the charge will be twenty percent (20%) of the amount due. Such amount shall become due and payable to the Trusts by the delinquent employer as liquidated damages and not as a penalty and payable at the place where the contribution is payable upon the day immediately following the date on which the contribution became delinquent. In addition to such liquidated damages, the delinquent employer shall also be liable for interest, calculated at 10% per year, on the amount of the delinquent fringe benefit payments.

- D. No employer who is delinquent in contributions due under this Agreement shall be entitled to employ, continue to employ, or request the dispatch of craftworkers under this Agreement.
- E. The Trustees of each Trust shall have the authority to require any employer, employee, Union or Association signatory to or covered by this Agreement to submit to it any information, data, reports or documents reasonably relevant to and suitable for the purpose of administration of the Trust. Upon request by the Trust, each employer signatory hereto shall permit an auditor selected by the Trusts to enter upon the premises of such employer at a reasonable time or times and to examine the payroll records, the Federal and State Quarterly Contribution Reports and all other records relevant to such an audit. Upon request by the Trustees, each employee covered under this Agreement shall permit an auditor, selected by the Trust, to examine the Federal and State Income Tax Returns, W-2's and other documents reasonably relevant to such purpose to determine whether the employer or employers of such employee have made full and complete payment of all contributions required by this Agreement. In the event it is determined as a result of such examination that an employer has failed to make full and complete payment of contributions required by this Agreement, then said employer, in addition to immediately paying all amounts found due and owing, shall forthwith pay all costs incurred for said examination in addition to any other payments required by this Agreement. The Association, Union, Trusts and employers agree that they will use their best efforts to secure compliance with any reasonable request made by any Trust or the Union or the NCMCMBA for any information, data, reports or documents described in this paragraph.
- F. Reciprocal Agreements permit the payment of certain fringe benefit contributions to the home area of any employee temporarily working in this jurisdiction. Reciprocity payments shall be made in accordance with such Reciprocal Agreements that are agreed to by the Trustees of each Trust. Where Reciprocal Agreements relating to any Trust mentioned in this Agreement are entered into, the Trustees of said Trust are authorized to pay to or collect from the trust funds associated with other local unions in accordance with the Reciprocal Agreement.
- G. With the exception of the Masonry Industry Fund, and Cash Bond Deposits, should any of the above Funds be discontinued for any reason, the contribution to such discontinued Fund of Funds shall be added to the wage rate.

ARTICLE VIII - CASH BOND DEPOSIT

Section 1. - Cash Bond Deposit

- A. In order to secure payment of (1) wages, (2) liquidated damages, or (3) employer contributions and any other financial obligations of the employer under this Agreement, each and every employer shall deposit ten thousand dollars (\$10,000.00) into the Cash Bond Fund. An exit audit may be required of all employers before receiving a refund of the employer's cash bond deposit.
- B. If a surety bond company is used to comply with this guarantee, such company must be acceptable to the Trustees and said Bond shall be filed with the funds administrator.
- C. In lieu of the \$10,000.00 deposit required in A. above, the employer may deposit \$1,000.00 when the employer becomes signatory or bound by this Agreement and thereafter pay a contribution of three dollars (\$3.00) per hour on each hour reported on the monthly contribution report until such time as ten thousand dollars (\$10,000.00) is on deposit and said deposit and monthly contributions shall be collected and held by the funds administrator. When the applicable cash bond has been paid in full, no further payments for the cash bond deposit shall be required.
- D. In lieu of the cash bond deposit requirement hereinabove, the members of the NCMCMBA may be covered for the full applicable amount by being covered by the Blanket Cash Bond Guarantee furnished periodically by the NCMCMBA on a list supplied to the Administrator, Trustees and the Union. It is agreed that the NCMCMBA may add and/or delete employers from the Blanket Cash Bond Guarantee list on a periodic basis and the

NCMCMBA will not be liable for delinquencies of the employer occurring prior to the date said employer is added to the list nor for delinquencies occurring after said employer is deleted from the list.

- E. Any interest or other increment earned by the cash bond deposits shall be used by the Health & Welfare Trust Fund to defray the costs of administering the Cash Bond Fund and the cost of acting as the collection agency for the fringe contributions. In no event shall any employer be entitled to receive any of the interest increment earned by cash bond deposit. Money not claimed in the Cash Bond Fund for six (6) years shall revert to the Fund and be used to defray expenses.
- F. Active employers leaving this jurisdiction, or retiring from business may, upon request to the Board of Trustees, be granted inactive status and removed from the monthly mailing list. A condition required for inactive status is that the employer notifies the Union if the employer returns to active status in this jurisdiction.
- G. If an employer on inactive status does not notify the Union within one (1) day after commencing work in this jurisdiction, the employer will be liable for liquidated damages at the rate of twenty dollars (\$20.00) per month or ten percent (10%) of all contributions due during the employer's first month of work, whichever is greater, for each month from the date inactive status was granted to the date notice is given.
- H. Upon return to active status from inactive status, the employer further agrees to replenish his said employer's cash deposit in the Cash Bond Fund, so as to equal the balance in the Fund at the time said employer was granted inactive status. In the event an employer covered by the NCMCMBA's Blanket Cash Bond Guarantee and at a later date is deleted from coverage, said employer shall immediately deposit the full ten thousand dollars (\$10,000.00) upon becoming liable for the cash bond contribution requirement.
- I. In the event an employer is not located in this jurisdiction and starts work on project covered by this Agreement, which project will, in the opinion of the Trustees, be likely to be completed before the Trust Fund contributions report is required to be filed, or (2) an employer fails to pay Trust Fund contributions when due, or (3) an employer's unpaid Trust Fund contributions exceed the bond that has been posted pursuant to this Agreement, the Trustees, in their discretion, may require any such employer to furnish to the Trustees a surety bond in the amount of twenty-five thousand dollars (\$25,000.00) to guarantee payment of contributions, liquidated damages, and delinquency charges under this Agreement, in addition to the bond hereinabove described. As an alternative, to the surety company bond described above, the Trustees may require of the employers described in (1), (2), or (3) above to file contribution reports and pay contributions weekly after five (5) days notice to such employer by the Health & Welfare Fund Trustees.

ARTICLE IX - GRIEVANCE JOINT BOARD AND ARBITRATION

Section 1.

- A. It is mutually agreed that during the term of this Agreement, the Union will not initiate, authorize or condone any strike, slowdown, or stoppage of work involving any disputes, complaints or grievances arising under or out of the terms and conditions of this Agreement; nor will any employer engage in any lockout or work stoppage. However, notwithstanding anything in the preceding sentence to the contrary, it shall not be a violation of this Agreement for employees, without any recourse to the grievance or arbitration procedures set forth in this Article, to engage in a work stoppage, strike or concerted refusal to work for any employer who fails to pay the wages and benefits set forth in this Agreement or in any other agreement with the Union, or any payroll taxes, after 48 hours written notice from the Union that the employer is in default. In addition, notwithstanding anything in the first sentence of paragraph 1 (a) to the contrary, it shall not be a violation of this Agreement for employees to engage in a work stoppage, strike or concerted refusal to work for any employer who fails to abide by any award, ruling or decision rendered pursuant to the grievance and arbitration process set forth in this Article.
- B. There is hereby established a Joint Board which shall consist of four (4) members, two (2) selected by the Union and two selected by the NCMCMBA. The Joint Board shall meet at such time as it may decide; however, it shall meet within two (2) days after written notice by either party to all four (4) members of the Joint Board. The Joint Board shall require two (2) NCMCMBA representatives and two (2) Union representatives present for a quorum to conduct business. All actions of the Joint Board shall require majority of the Joint Board. The members of the Joint Board shall select one of its members as Chairperson and one of its members as Secretary, however, when the Chairperson is

selected from among the Union representatives, the Secretary shall be selected from the NCMCMBA representatives and vice versa. The Joint Board may extend the time limits set forth in paragraph B and D of this Article.

- C. The Joint Board shall have the authority to hear and determine all grievances and disputes arising under the terms of this Agreement. The Joint Board shall not have the power to amend, change, or add to this Agreement. The Joint Board shall have the power to assess damages, require the enforcement of all provisions of this Agreement, order the cessation of practices in conflict with this Agreement, recommend to the Trustees of the Health & Welfare Trust Fund an assessment against the cash bond deposit furnished by an employer and grant other remedy to effectuate this Agreement.
- D. Decisions by the Joint Board shall be rendered within one (1) day after the matter is heard by the Joint Board. In the event that the Joint Board is deadlocked or fails to act within the time hereinabove specified, an impartial member shall be selected by mutual agreement, however, if no agreement is reached, such impartial member selected shall be selected under the provision set forth by the American Arbitration Association and the cost of such arbitration shall be borne equally by all parties involved in the matter before the arbitrator. All decisions of the Joint Board or decision of an impartial member, in the case of arbitration, shall be final and binding on the Union, the employers and all persons bound to or signatory to this Agreement.
- E. The Union, the NCMCMBA, or the affected employer shall present to the Joint Board all facts concerning a possible violation of this Agreement within forty (40) working days of the event(s) giving rise to the alleged violation. All charges must be presented in writing and included with notice of the meeting of the Joint Board to all members of the Joint Board and the parties hereto. All alleged violations of this Agreement by anyone covered by this Agreement must be presented to the Joint Board for determination prior to any action or actions being taken by the Union, except for the following reasons:
 - a. Failure to pay wages
 - b. Giving a bad check
 - c. Delinquent in contributions required by this Agreement
 - d. Failure to comply with the cash bond requirements of this Agreement
- F. Anyone covered by this Agreement who is accused of violation of this Agreement must be presented with a copy of the alleged violations at the time the person is notified to appear before the Joint Board to answer such charges. Such notice shall be served at least two (2) days prior to such meeting of the Joint Board and shall be sent by Certified Mail with return receipt requested and such notice of the meeting shall give the time and place of the meeting of the Joint Board. After the Joint Board has heard the testimony of the accused violator and has provided an opportunity for the accused violator to appear before the Joint Board or answer the alleged violations in writing, the Joint Board shall make a determination of the dispute. If the Joint Board determines that the accused has violated this Agreement, the Joint Board may assess damages against the violator. The amount of assessed damages shall be determined by the Joint Board in accordance with the damages suffered by the masonry industry through actions of the violator and the seriousness of the violation. Any assessed damages collected shall be deposited into the Cash Bond Fund administered by the Health & Welfare Trust Fund.
- G. Any grievance or dispute involving this Agreement shall be referred by the Union to the Employer involved. In the event these parties are unable to adjust the matter, the Union shall present such dispute to the Joint Board in accordance with Section 1.(F) hereinabove.
- H. It shall not be a violation of this Agreement for the Union to refuse to man any job or withdraw it members from any job of any employer who has been found in violation of this Agreement by the Joint Board or the impartial arbitrator and the employer refuses to comply with the decision of the Joint Board or impartial arbitrator.
- I. In the event of any grievance where any party requests books or records, and in the opinion of the Joint Board the production of such books and records would be deemed helpful to the disposition of the grievance, such books and records shall be brought to the meeting of the Joint Board. This request shall be written and such books and records will be made available for the inspection and perusal by the parties.

ARTICLE X - SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

- A. The Individual Employers and the Union are committed to providing a safe and productive work environment. Substance abuse decreases efficiency, increases the risk of property loss or damage, and increases the risk of injury to employees.
- B. No drug or alcohol testing of any kind may be done until employee assistance programs or local drug and alcohol abuse programs have been identified and are in place and a written drug policy has been given to applicants and employees in the form of an Employee Notice and Acknowledgement Form

The employer will bear the cost of all drug and alcohol testing. The time taken to perform a drug test will be considered work time, and will be compensated by the Employer.

- C. Accordingly, the Union and the signatory Employers agree that:
 - (1) Employees shall not use, possess, dispense, or receive alcohol or controlled substances (other than prescription drugs which do not impair job performance, including medical marijuana) during working hours, on company property, at a job site, or in Company vehicles.
 - (2) Employees will not report for work while impaired by alcohol or controlled substances.

D. Pre-Employment Testing

- (1) Testing may be performed on new hire applicants for employment as a condition of employment. An employee or 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 for non-prescription drugs 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 or applicant who can demonstrate that he or she successfully passed a pre-employment drug test by the same employer 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. Notwithstanding the foregoing, drug testing standards set by the general contractor that are more stringent than the above provisions shall apply to testing under this Section D.
- (2) Pre employment testing must be in place and such testing must actually be conducted before the Employer can conduct any Random Testing as described herein.

E. Post Accident Testing

- (1) 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. Notwithstanding the foregoing, drug testing standards set by the general contractor that are more stringent than the above provisions shall apply to testing under this Section (E).

F. Testing Procedures:

(1) All testing will be conducted according to SAMHSA guidelines and will include a screening test; a confirmation test; review by a Medical Review Officer, including the opportunity for employees who test positive to provide legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. Any employee who disputes the 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 results in a negative result, that negative result shall be considered a successful completion of the drug testing, and the employee will be put back to work immediately, be reimbursed for the cost of the retesting, and be made whole for any loss of pay occasioned by the first positive test results.

(2) All laboratory reports and test results shall be treated as confidential medical information and shall be maintained in a medical file separate from the employee's personnel file. Test results shall be

disclosed by the testing facility to the Medical Review Officer (MRO) only. After interpreting the test results, the MRO shall communicate to the Employer, the employee and the Union only that the test result is "positive" or "negative".

(3) 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.

(4) Employers must notify employees, applicants for employment and the union in advance of any drug testing requirements. The employee shall be allowed to contact a union representative prior to submitting to the drug/alcohol testing.

ARTICLE XI - MOST FAVORED NATIONS CLAUSE

Should the Union at any time during the existence of this Agreement grant more favorable conditions to any employer, the Union agrees to grant those same conditions to all contractors signatory to this Agreement.

ARTICLE XII - TERM OF THIS AGREEMENT

- A. The term of this Agreement shall be from July 1, 2005 through June 30, 2008, and shall continue in full force and effect from month to month thereafter unless either party serves notice, in writing by certified mail with return receipt requested, to the other party at least sixty (60) days prior to the termination date, of a desire to alter, modify, and or amend this Agreement and then this Agreement shall continue in effect as hereinafter provided.
- B. During all the time of negotiations for changes and until the completion and signing of a new Agreement, this Agreement shall remain in full force and effect; provided, however, that if and when negotiations become stalemated, then and in that event, either party to this Agreement shall be empowered to take such action as it desires, but in any event, no termination of this Agreement shall occur without the giving of sixty (60) days written notice by certified mail with return receipt requested. All employers, employees, the Union, and NCMCMB shall abide by all the terms and provisions of this Agreement until such time as this Agreement is terminated as hereinabove provided.

IN WITNESS of the foregoing and in agreement therewith, we the undersigned authorized representatives of the parties to this Agreement hereby bind, by or signatures, the NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER BARGAINING ASSOCIATION (NCMCMBBA) and BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION No. 3, of California, and all employers and employees to this Agreement.

NORTHERN CALIFORNIA MASON
CONTRACTORS MULTI-EMPLOYER
BARGAINING ASSOCIATION (NCMCMBBA)

BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL UNION NO 3 OF CALIFORNIA

Bob Mazza – East Bay

James Bresnahan

Bob Filippi – San Francisco

Gary Peifer

Paul O’Neal - Fresno

Randy Smith

Perry O’Laughlin - Sacramento

Dave Jackson

Tony Rossi - Monterey

Skip Gainer

Paul Mackin – South Bay

Dave Danner

Clint Ronsse

APPENDIX A
to
COLLECTIVE BARGAINING AGREEMENT
by and between
NORTHERN CALIFORNIA MASON CONTRACTORS
MULTI-EMPLOYER BARGAINING ASSOCIATION
and
BAC LOCAL #3
BRICKLAYER RATES

APPENDIX B

WORK RULES

45 NORTHERN CALIFORNIA COUNTIES

APPENDIX B - WORK RULES

Section 1. Employees shall be provided with pure drinking water and sanitary drinking cups on the job and also sanitary toilet facilities.

Section 2. Workmen who voluntarily furnish a truck for the purpose of transporting material or equipment shall be compensated at the rate of twenty (\$20.00) per day plus fuel expense.

Section 3. The employer shall furnish at the job site all necessary equipment not considered the personal tools of the trade or the employees, including mixers, mixing boxes, soaking tubs, mortar boards, straight edges, lines or mortar stands, etc. The employees shall furnish his own hand tools, level, hard hat, and any other tools of the masonry trade.

Section 4. No apprentice shall be allowed to operate a masonry saw, grout, wash down or drill stone for more than forty (40) hours in any thirty (30) day period.

Section 5. Craftworkers shall be compensated for the time required to complete physical examinations required by the employer.

Section 6. All masonry units weighing more than forty (40) pounds shall be laid by two (2) blocklayers when practical.

Section 7. No one shall be allowed to work with the tools of the trade on any job other than during the regular working hours unless compensated in accordance with this Agreement.

Section 8. No line shall be raised until the required brick for the next course are walled and the trig is set. Line shall be considered up when tightening end is tied. (You cannot set twig until the line is up.)

Section 9. Mortar boards or high temperature cement or fire clay boxes or tubs shall be placed on standard mortar stand height or more above the working surface.

Section 10. There shall be but one foreman over a crew. No employee shall receive orders from any person other than the foreman and the employer, and when shifts are worked, no shift foreman shall work more or have charge of more than one shift. Each shift shall have its own foreman and all foremen shall hire and discharge all of the employees in their crew or shift.

Section 11. When employees are employed on the construction of hollow tile, concrete block, grouted brickwork, structural terra-cotta or any other type cavity wall where the pouring of same is integral with the course of work, such pouring and filling either with wet or dry aggregate, such shall be the work of bricklayers, blocklayers, or stonemasons covered by this Agreement. On such work, a bricklayer, blocklayer, or stonemason covered by this Agreement will handle the nozzle, hose or chute. On all cavity wall construction where supplemental pouring by hand is used, in no case shall a pouring vessel including the contents weigh more than forty (40) pounds nor contain more than eight (8) quarts liquid measure.

Section 12. No scaffold shall be raised in more than four (4') foot lifts nor higher than the wall. A wall may be built one course higher than the next scaffold lift will be. When the material unit weight is less than twenty (20) pounds and only one face side is struck, a wall may go up five feet (5') higher than the employee's foot level. No masonry material shall be stocked higher than 5'4" above employee's foot level.

Section 13. When an employee notifies his employer of his intention to quit the job, and has turned in all equipment and badges to the employer, the employer must pay the employee all wages in full not more than seventy-two (72) hours after such notification, then waiting time at the regular hourly rate, not to exceed seven (7) or (8) hours in any twenty-four (24) hour period, will be charged until paid.

Section 14. A tool box or tool house must be provided on all building operations of a duration of one (1) or more weeks. All tools placed in a tool box or tool shed supplied by the contractor shall be the responsibility of the contractor for the loss of same between the hours of 3:30 p.m. and 8:00 a.m. on working days and over weekends and holidays, not to exceed \$200.00.

Section 15. No craftworker shall allow any person other than a journeyman bricklayer or stone mason to lay out any piece of work for him or plumb or level any part of his or her work.

Section 16. All employees shall be furnished a statement of all deductions, transportation, and/or subsistence at the termination of each pay period, whether the payment is by check, coin or currency. No employer will be permitted to hold back more than three (3) days pay.

Section 17. Craftworkers who are laid off to permit stocking up scaffolds must be paid for any portion of the day lost by such layoff.

Section 18. No employee shall contract work by the thousand or lump work of any character covered by this Agreement or work for any person or persons contracting work by the thousand or lump work of any character taken from anyone without furnishing all the masonry materials. No employee or employer shall operate in violation of the laws, rules and regulations of the Contractors' State License Board of California and anyone violating this Section may be held in violation of this Agreement by the Joint Board.

Section 19. There will be no piece work or attempt to set up a certain amount of work to be done for a given unit of labor. All employees will diligently apply themselves to an efficient performance of their work.

Section 20. Employees will fill out the W-4 form as furnished by the Federal Government and will not under any circumstances, furnish any other information except when required by the State or Federal Government.

Section 21. Craftworkers shall be permitted a ten (10) minute "rest period" from their work station during the first four hours of their shift. Craftworkers shall be permitted two (2) ten minute breaks from their work stations during an eight (8) hour work day; one during the first four hours of their shift; and one during the last four hours of their shift. The time for calling the rest period shall be at the discretion of the foreman on the job and the foreman may require the craftworkers to rotate their break to prevent shut down of the job.

Section 22. When craftworkers are required to pick up a time check or punch a time card for the convenience of the contractor's timekeeper, he or she shall not be required to pick up his or her time check or punch his or her time card on his or her own time. He or she shall be allowed sufficient time to reach the point of check-out on the contractor's time and shall not be required to check in before starting time.

Section 23. In industrial plants where cars of employees are not admitted and are in a parking area, employees shall be transported from the parking area to where the work is to be performed, if the distance exceeds one-quarter (1/4) mile, or time shall be allowed to walk the distance on the employer's time.

Section 24. The wet brick saw will be used on all material required to be cut, except such material that cannot be cut on the wet saw, when practical. All dry saws must be equipped with suction fans, goggles, respirator and guard as required by CAL-OSHA. Such saw shall be placed so that no dust will be blown where other employees are working. Contractor to supply rubber gloves/apron and elevated platform.

Section 25. Employees shall abide by and strive for reduction of job accidents, wear hard hats as required by CAL-OSHA, ascend and descend all scaffolding in a safe manner, and use caution to prevent job accidents. Any employee failing to abide by the safety regulations on the job or working in a manner which may cause injury to him self or other employees shall be subject to immediate dismissal. CAL-OSHA requires all employees to wear hard hats at all times under the following conditions: (A) exposed to any possible falling object or electrical shock; (B) if employer requires same as part of his or her adopted safety policy; and (C) if the construction job is posted as a "Hard Hat Job". The foreman and craftworkers shall acquaint themselves with the CAL-OSHA Standards concerning Mason's Scaffolds. All scaffold, ladders, platforms, bracing and overhead protection, shall be built and tied off per CAL-OSHA regulations.

Section 26. Employer shall abide by all State and Federal OSHA regulations.

Section 27. Craftworkers working on a job such as refractory, glass houses, acid brick, etc. necessitating change of clothing due to dirty nature of the work shall be allowed fifteen (15) minutes to change clothing and clean tools, but must remain on the job until regular quitting time, unless excused by the foreman.

Section 28. All employees covered by this Agreement, must have in their possession on the job site all the regular hand tools needed to perform the work assigned, including a trowel, level, brick hammer, chisels, jointers, tuck pointing tools, line pins and trigs.

SIGNATURE PAGE FOR INDEPENDENT EMPLOYER

The undersigned employer hereby adopts and agrees to be bound by all of the terms, including but not limited to wages, hours and working conditions, of the Collective Bargaining Agreement between the Bricklayers and Allied Craftworkers Local 3 California ("BAC Local 3") and the Northern California Mason Contractors Multi-Employer Bargaining Association ("NCMCMBA"), and to any modifications, changes, amendments, supplements, extensions or renewals of said Agreement. The undersigned employer acknowledges receipt of a copy of that Agreement. The undersigned employer specifically waives any right that it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of said Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation, or to file a petition seeking clarification or redefinition of the bargaining unit covered by said Agreement. The undersigned employer agrees that it does irrevocably designate and appoint the employer trustees of the Trust Funds mentioned in the Collective Bargaining Agreement between the BAC Local 3 and the NCMCMBA as its attorneys in fact for the selection, removal and substitution of trustees or Board members as provided in the Trust Agreements as may be hereinafter provided by or pursuant to said Trust Agreements.

The undersigned employer hereby authorizes the NCMCMBA to represent it in bargaining with BAC Local 3 and further agrees to be bound by the terms and conditions of any subsequent or successor Agreements negotiated and executed by the BAC Local 3 and the NCMCMBA, unless the undersigned employer sends written notice by certified mail to both BAC Local 3 and the NCMCMBA stating that it does not wish to be so bound, at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement, or at least sixty (60) days but not more than ninety (90) days prior to the termination date of any subsequent Agreement entered into between the BAC Local 3 and the NCMCMBA. All notices given by the BAC Local 3 to the NCMCMBA shall constitute sufficient notice to the undersigned employer by BAC Local 3, except that, should BAC Local 3 wish to sever entirely its relationship with the undersigned employer, it will send written notice thereof by certified mail to the undersigned employer at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement, or at least sixty (60) days but not more than ninety (90) days prior to the termination date of any subsequent Agreement entered into between the BAC Local 3 and the NCMCMBA.

This Agreement shall become effective as of the date shown below and shall continue in effect for the duration of this Agreement, for the duration of any modifications, changes, amendments, supplements, extensions or renewals of said Agreement between the BAC Local 3 and the NCMCMBA, and for the duration of any subsequent negotiated Labor Agreements executed by the BAC Local 3 and the NCMCMBA, except as provided otherwise above.

Firm _____

By _____ Position _____ Date _____

Print Name _____

Address _____

Phone: _____ Fax: _____

License No. _____ Class _____

Email: _____

BAC Local 3, CA By: _____ Date _____

Print Name _____

Bond received: Cash _____ Surety _____

(TRUST FUND'S COPY)

SIGNATURE PAGE FOR INDEPENDENT EMPLOYER

The undersigned employer hereby adopts and agrees to be bound by all of the terms, including but not limited to wages, hours and working conditions, of the Collective Bargaining Agreement between the Bricklayers and Allied Craftworkers Local 3 California ("BAC Local 3") and the Northern California Mason Contractors Multi-Employer Bargaining Association ("NCMCMBA"), and to any modifications, changes, amendments, supplements, extensions or renewals of said Agreement. The undersigned employer acknowledges receipt of a copy of that Agreement. The undersigned employer specifically waives any right that it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of said Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation, or to file a petition seeking clarification or redefinition of the bargaining unit covered by said Agreement. The undersigned employer agrees that it does irrevocably designate and appoint the employer trustees of the Trust Funds mentioned in the Collective Bargaining Agreement between the BAC Local 3 and the NCMCMBA as its attorneys in fact for the selection, removal and substitution of trustees or Board members as provided in the Trust Agreements as may be hereinafter provided by or pursuant to said Trust Agreements.

The undersigned employer hereby authorizes the NCMCMBA to represent it in bargaining with BAC Local 3 and further agrees to be bound by the terms and conditions of any subsequent or successor Agreements negotiated and executed by the BAC Local 3 and the NCMCMBA, unless the undersigned employer sends written notice by certified mail to both BAC Local 3 and the NCMCMBA stating that it does not wish to be so bound, at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement, or at least sixty (60) days but not more than ninety (90) days prior to the termination date of any subsequent Agreement entered into between the BAC Local 3 and the NCMCMBA. All notices given by the BAC Local 3 to the NCMCMBA shall constitute sufficient notice to the undersigned employer by BAC Local 3, except that, should BAC Local 3 wish to sever entirely its relationship with the undersigned employer, it will send written notice thereof by certified mail to the undersigned employer at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement, or at least sixty (60) days but not more than ninety (90) days prior to the termination date of any subsequent Agreement entered into between the BAC Local 3 and the NCMCMBA.

This Agreement shall become effective as of the date shown below and shall continue in effect for the duration of this Agreement, for the duration of any modifications, changes, amendments, supplements, extensions or renewals of said Agreement between the BAC Local 3 and the NCMCMBA, and for the duration of any subsequent negotiated Labor Agreements executed by the BAC Local 3 and the NCMCMBA, except as provided otherwise above.

Firm _____

By _____ Position _____ Date _____

Print Name _____

Address _____

Phone: _____ Fax: _____

License No. _____ Class _____

Email: _____

BAC Local 3, CA By: _____ Date _____

Print Name _____

Bond received: Cash _____ Surety _____

(NCMCMBA'S COPY)

SIGNATURE PAGE FOR INDEPENDENT EMPLOYER

The undersigned employer hereby adopts and agrees to be bound by all of the terms, including but not limited to wages, hours and working conditions, of the Collective Bargaining Agreement between the Bricklayers and Allied Craftworkers Local 3 California ("BAC Local 3") and the Northern California Mason Contractors Multi-Employer Bargaining Association ("NCMCMBA"), and to any modifications, changes, amendments, supplements, extensions or renewals of said Agreement. The undersigned employer acknowledges receipt of a copy of that Agreement. The undersigned employer specifically waives any right that it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of said Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation, or to file a petition seeking clarification or redefinition of the bargaining unit covered by said Agreement. The undersigned employer agrees that it does irrevocably designate and appoint the employer trustees of the Trust Funds mentioned in the Collective Bargaining Agreement between the BAC Local 3 and the NCMCMBA as its attorneys in fact for the selection, removal and substitution of trustees or Board members as provided in the Trust Agreements as may be hereinafter provided by or pursuant to said Trust Agreements.

The undersigned employer hereby authorizes the NCMCMBA to represent it in bargaining with BAC Local 3 and further agrees to be bound by the terms and conditions of any subsequent or successor Agreements negotiated and executed by the BAC Local 3 and the NCMCMBA, unless the undersigned employer sends written notice by certified mail to both BAC Local 3 and the NCMCMBA stating that it does not wish to be so bound, at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement, or at least sixty (60) days but not more than ninety (90) days prior to the termination date of any subsequent Agreement entered into between the BAC Local 3 and the NCMCMBA. All notices given by the BAC Local 3 to the NCMCMBA shall constitute sufficient notice to the undersigned employer by BAC Local 3, except that, should BAC Local 3 wish to sever entirely its relationship with the undersigned employer, it will send written notice thereof by certified mail to the undersigned employer at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement, or at least sixty (60) days but not more than ninety (90) days prior to the termination date of any subsequent Agreement entered into between the BAC Local 3 and the NCMCMBA.

This Agreement shall become effective as of the date shown below and shall continue in effect for the duration of this Agreement, for the duration of any modifications, changes, amendments, supplements, extensions or renewals of said Agreement between the BAC Local 3 and the NCMCMBA, and for the duration of any subsequent negotiated Labor Agreements executed by the BAC Local 3 and the NCMCMBA, except as provided otherwise above.

Firm _____

By _____ Position _____ Date _____

Print Name _____

Address _____

Phone: _____ Fax: _____

License No. _____ Class _____

Email: _____

BAC Local 3, CA By: _____ Date _____

Print Name _____

Bond received: Cash _____ Surety _____

(INDEPENDENT EMPLOYER'S COPY)

SIGNATURE PAGE FOR INDEPENDENT EMPLOYER

The undersigned employer hereby adopts and agrees to be bound by all of the terms, including but not limited to wages, hours and working conditions, of the Collective Bargaining Agreement between the Bricklayers and Allied Craftworkers Local 3 California ("BAC Local 3") and the Northern California Mason Contractors Multi-Employer Bargaining Association ("NCMCMBA"), and to any modifications, changes, amendments, supplements, extensions or renewals of said Agreement. The undersigned employer acknowledges receipt of a copy of that Agreement. The undersigned employer specifically waives any right that it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of said Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation, or to file a petition seeking clarification or redefinition of the bargaining unit covered by said Agreement. The undersigned employer agrees that it does irrevocably designate and appoint the employer trustees of the Trust Funds mentioned in the Collective Bargaining Agreement between the BAC Local 3 and the NCMCMBA as its attorneys in fact for the selection, removal and substitution of trustees or Board members as provided in the Trust Agreements as may be hereinafter provided by or pursuant to said Trust Agreements.

The undersigned employer hereby authorizes the NCMCMBA to represent it in bargaining with BAC Local 3 and further agrees to be bound by the terms and conditions of any subsequent or successor Agreements negotiated and executed by the BAC Local 3 and the NCMCMBA, unless the undersigned employer sends written notice by certified mail to both BAC Local 3 and the NCMCMBA stating that it does not wish to be so bound, at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement, or at least sixty (60) days but not more than ninety (90) days prior to the termination date of any subsequent Agreement entered into between the BAC Local 3 and the NCMCMBA. All notices given by the BAC Local 3 to the NCMCMBA shall constitute sufficient notice to the undersigned employer by BAC Local 3, except that, should BAC Local 3 wish to sever entirely its relationship with the undersigned employer, it will send written notice thereof by certified mail to the undersigned employer at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement, or at least sixty (60) days but not more than ninety (90) days prior to the termination date of any subsequent Agreement entered into between the BAC Local 3 and the NCMCMBA.

This Agreement shall become effective as of the date shown below and shall continue in effect for the duration of this Agreement, for the duration of any modifications, changes, amendments, supplements, extensions or renewals of said Agreement between the BAC Local 3 and the NCMCMBA, and for the duration of any subsequent negotiated Labor Agreements executed by the BAC Local 3 and the NCMCMBA, except as provided otherwise above.

Firm _____

By _____ Position _____ Date _____

Print Name _____

Address _____

Phone: _____ Fax: _____

License No. _____ Class _____

Email: _____

BAC Local 3, CA By: _____ Date _____

Print Name _____

Bond received: Cash _____ Surety _____

(UNION'S COPY)