

AGREEMENT

AUGUST 1, 2006 TO JULY 31, 2009

**MARBLE MASONS
And
MARBLE FINISHERS**

**By and between
MARBLE DEALERS OF
NORTHERN CALIFORNIA**

And

**INDEPENDENT MARBLE
CONTRACTORS**

And

**BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL
UNION 3 CA.
IUBAC, AFL-CIO**

AGREEMENT

AUGUST 1, 2006 TO JULY 31, 2009

MARBLE MASONS & MARBLE FINISHERS

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**MARBLE MASONS AND MARBLE FINISHERS
AGREEMENT**

THIS AGREEMENT, effective August 1, 2006, by and between the Marble Dealers of Northern California, (hereinafter the "Dealers" or the "Association") for and on behalf of all employers who have designated the Association as their bargaining agent, and any independent employer separately signatory hereto, (hereinafter all employers who have designated the Association as their bargaining agent or are independent contractors shall be referred to as "Employer") and Bricklayers and Allied Craftworkers Local No. 3 California, A.F.L.-C.I.O., (hereinafter the "Union").

This Agreement is binding on all Employers who have delegated their bargaining right to the Association with the same force and effect as if this Agreement was individually signed by each such Employer. All Employers who have delegated their bargaining rights to the Association are and will continue to remain bound under this Agreement for the term of this Agreement, and the term of any amendments, modifications or extensions of this Agreement. The Association shall notify the Union by certified mail of the identity of any Employer who either designates the Association to act as its bargaining agent or who withdraws such designation. Notice of withdrawal of designation by an Employer shall not serve as notice to the Union of the Employer's intent to terminate or amend this Agreement and such an Employer shall remain bound by this Agreement and any amendment, extension or renewal of this Agreement unless and until that Employer gives appropriate written termination notice to the Union prior to the termination of the Agreement as provided in Article XXIV.

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

Labor-Management-Cooperative Committee

The parties agree to establish a committee composed of equal number of representatives of labor and management who shall meet quarterly 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 marble masonry industry; and

D. To do all that is lawfully possible to promote union marble 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.

G. To have a \$0.10 contribution to use for the aforementioned purposes.

ARTICLE I RECOGNITION

The Dealers and the Employers recognize the Union as the sole and exclusive bargaining agent for all employees performing work within the geographic and trade jurisdiction of said Union as specifically stated in Article II of this Agreement. The Union recognizes the Dealers as its own bargaining agent and as the bargaining agent for any Employer authorizing the Dealers to bargain on its behalf. This Agreement is entered into to define the wages and conditions under which employees performing work covered by this Agreement shall be employed by the Employers.

Each Employer expressly acknowledges that following a demand by the Union for recognition as the Section 9 (a) majority collective bargaining representative, they, and each of them, have satisfied themselves that the Union now represents a majority of employees employed to perform bargaining unit work, based upon a showing by the union of, or an offer by the Union to show, evidence that a majority of the employees authorize the union to represent them in collective bargaining. Each Employer further agrees that the Union is the collective bargaining representative of all persons employed by the Employers to perform work covered by this Agreement on all present and future job sites based upon the fact, acknowledged by the employer to be true, that the Union has represented and continues to represent a majority of those employees within the meaning of Section 9 (a) of the National Labor Relations Act. The employer agrees that it is establishing, or has previously established, a collective bargaining relationship by this agreement within the meaning of Section 9 of the National Labor Relations Act of 1947 as amended. The Employer further agrees that any dispute concerning its obligation to recognize the Union as sole and exclusive bargaining representative will be resolved solely under Article XXI Grievances. The Employer expressly waives any right to abrogate or repudiate this Agreement during its effective term or to seek a National Labor Relations Board election during the term of this Agreement.

**ARTICLE II
GEOGRAPHIC AND
TRADE JURISDICTION**

A. This Agreement shall apply to all work customarily performed by Marble Masons and Marble Finishers, as described within any of the following counties of California: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, King, 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. All Geographic Areas to be paid at the rates specified in Appendix A.

When the Employer has any work specified in this Agreement to be performed outside of the geographic area covered by this Agreement and within the geographic area covered by an agreement with another affiliate of the International Union of Bricklayers and Allied Craftworkers, the Employer agrees to abide by the full terms and conditions of the agreement in effect in the job site. Employees covered by this Agreement who are sent to projects outside of the area covered by this Agreement shall be paid the greater of: (i) the established minimum wage scale specified in Appendix A hereto or (ii) the established minimum wage scale of the local Agreement covering the territory in which such work is being performed plus all contributions specified in the local jobsite agreement. The Employer shall in all other matters be governed by the provisions established in the jobsite local agreement. If employees are sent to work on a project in an area where there is no local agreement covering the work specified in Article II of this Agreement, the full terms and conditions of this Agreement shall apply.

All Employers 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 subcontractor shall be bound by the terms and conditions of this Agreement. Said subcontractor shall be bound by the terms and conditions of this Agreement.

The Union shall maintain proper registration facilities for all applicants and prospective employees who register for work. Applicants and prospective employees shall be referred in the order in which they have registered for work in any particular classification of work. No applicant or prospective employee shall be discriminated either for or against for reason of race, color, religion, sex, age, national origin, membership or non-membership in or activity for against any labor organization except to the extent that membership in the Union may be required as a condition of employment as provided in Article V.

Nothing in this Article shall preclude an Employer from requesting and employing an employee with particular skills or qualifications required for the type of job to be performed, and such employee may be employed without reference to the requirements of this Article.

The Union assumes no responsibility for defective workmanship and does not guarantee expressly or by implication the qualifications of any employee dispatched to perform work.

Any Employer whose principal business office or place of business is located outside the geographical area set forth in this Article (hereinafter called "Outside Employer") coming into this jurisdiction shall be permitted to bring with him one foreman. All other employees hired by the Outside Employer to perform work within the trade jurisdiction set forth in this Article II shall be hired pursuant to this Agreement, and all conditions of employment shall be as set forth in this Agreement. Outside Employers shall report all jobs within the jurisdiction of the Union to the Union twenty-four (24) hours prior to the start of said job.

In accordance with the established policy of many years standing, the Union agrees that there shall be no limitation as to the amount of work an employee shall perform during his working day, or as to the use of machinery or tools.

All parties agree that there shall be no discrimination based on race, creed, national origin or sex.

B. This Agreement shall apply to all work customarily performed in this geographic jurisdiction by Marble Masons and Marble Finishers including, but not limited to, that described in this Article. The purpose of this section is to protect the jurisdiction and provide maximum employment for Marble Workers covered by this Agreement. The work shall be assigned to the classifications described in accordance with this Article.

B (1). The work performed by Marble Masons shall include, but is not to be limited to, the work described in subparagraphs (B)(1)(a) through (e) for which marble masons wages shall be paid and working conditions (Article XII) applied in accordance with this agreement:

a. Those work procedures and the installation, setting, erection and all cutting in connection with the setting of all interior and exterior marbles, granites, limestone, sandstone, slate, scaglioca, opaque glass, vitrolite, albereen, saniongx, pre-cast stone, GFRC, FRP, all artificial, imitation, cast marble, cast concrete panels of whatever thickness or dimension including such materials manufactured by foreign and domestic producers, including all polish, honed, flame, sand finished materials as well as all iron, stainless steel accessories in the connection of such materials, included is the laying of all Granites, Limestone, Sandstone, all Natural Stone, Clay Products, Cultured Marble and Granite or any other pre-made materials that resemble stone (counter tops, walls, and panels) regardless of dimension size

(zodiac stone, ceasar stone, sile stone, cambria, tetrastone, pep stone, techno stone, river stone, techni stone, retro 2000 stone and bergamo stone SRL). Also marble, tile, slate tile, terrazzo tile, limestone tile, and limestone, marble, granite veneer on honeycomb panels and cobblestones. This shall apply to the interior and exterior walls, floors, ceiling, walks, promenade roofs, stairs, facings, hearths, fireplaces, showers, thresholds and anything customarily called "stone" in the trade. All vanity tops, kitchen counters, security, desks, windowsills or other stone installed tops are covered by this agreement.

b. The installation, setting, erection and all cutting in connection with the setting of all stone veneers to unlimited thickness on jobs classed as one story fronts. Also, the hanging and rigging of all pre-cast concrete and stone panel systems including the welding and erection of such systems.

c. The installation of all floors of unlimited thickness with setting procures of thin set, epoxy; fat mud and/or dry packs.

d. The installation, erection and all cutting in connection with the setting of all panel systems, mechanical system and back up iron will be the work of marble masons and welders will be paid under marble mason wage rate.

e. All plaster and cement masonry.

B (2). The work performed by Marble Finishers shall include, the work described in subparagraphs (B)(2)(a) through (b) for which marble finishers wages shall be paid and working conditions (Article XII) applied in accordance with this agreement:

a. Mixing of all mortar and thin set, rubbing and grinding, cleaning, washing, grouting and pointing up of all marble installed by the Marble Mason.

b. Handling of all sand, cement, marble or stone and any and all materials that may be used by a Marble Mason.

The foregoing shall not restrict Marble Masons and Marble Finishers from assisting each other in the performance of their work.

When a Marble Mason goes on a job where there is sufficient work for a Marble Mason and Marble Finisher, the Marble Mason shall be accompanied by a Marble Finisher.

ARTICLE III HIRING

The Individual Employer must secure all employees performing work covered by this Agreement through the Employment Office of the Union, and the Union agrees to furnish such employees within Five (5) business days (Saturdays, Sundays and holidays excluded) of the time they are requested to do so. In the event that the Union should fail to furnish employees within the time so limited, the individual Employer shall be free to secure his employees from any source, and shall notify the Union in writing of the name, address and social security number of any such new hire prior to the employee's commencing work.

All Apprentices shall be registered with the Union as apprentices. Any person not registered as an apprentice must be paid journeyman wages and fringe benefits.

Each Employer may reject any applicant in good faith. Each Employer, in hiring or laying off employees, shall not discriminate against any employee by reason of membership or non-membership in any labor organization nor shall any employee be discharged because of activity on behalf of any labor organization.

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 pay, premium pay and union dues and trust fund contributions as specified in this agreement.

PROBATIONARY PERIOD. Marble Finisher new hires shall serve a probationary period of **80** hours or **15** calendar days, whichever is first. No fringe contributions shall be required during the probationary period. The term "new hire" shall mean an employee who has not previously worked under this Agreement for any Employer. An employee must be registered by the Employer with the Union as a "new hire probationary finisher" before the employee commences work in order for the provisions of this paragraph to apply. Probationary Period shall not apply to Marble Masons. Probationary period wage rate shall be 1st period wage rate.

**ARTICLE IV
WAGE AND FRINGE
BENEFIT SUMMARY**

The wages and fringe benefits to be paid under this Agreement for all work performed within the geographic and trade jurisdictions of this Agreement on or after August 1, 2006 through July 31, 2009 are set forth in Appendix A. The total hourly wage rates as shown in Appendix A shall be increased by \$1.85 per hour for Marble Masons and \$1.40 per hour for Marble Finishers effective August 1, 2007 and by an additional \$1.85 per hour for Marble Masons and \$1.25 per hour for Marble Finishers effective August 1, 2008. The increases described in this paragraph shall be allocated between the taxable wage rate and fringe benefits at the sole discretion of the Union.

**ARTICLE V
UNION SECURITY
AND WORK JURISDICTION**

Employees employed under this Agreement shall as a condition of continued employment tender the uniform dues and initiation fees in effect in the Local Union after the seventh day following

of such employment or the effective date of this Agreement, whichever is later. 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 twenty-four (24) hours, said Employer shall comply with the Union's request. A failure by the Union to notify the Employer that an employee has not become a member of the Union shall not affect the liability of the Employer to pay the wages and make the fringe benefit contributions herein required for said employee.

In the event the Employer refuses to discharge the employee as above required, the Union shall be free to take such matter to the grievance procedures which are contained in Article XXI.

Foremen shall be members of the Union. All work performed under this Agreement shall be done by foremen, journeymen and apprentices.

ARTICLE VI HEALTH AND WELFARE

Effective August 1, 2006, the Employer shall pay into the Local 3's Bricklayers Health And Welfare Trust Fund, as provided in Appendix A of this Agreement, for each hour worked by each and every employee on all work covered by this Agreement, which amount may be increased in accordance with Article IV of this Agreement. The total amount due for each calendar month shall be remitted in a lump sum no later than fifteen (15) days after the last business day of each month.

In no event shall any of the monies paid into the Health and Welfare Trust revert to the Employer or be paid to the employees covered hereby except in the form of health and welfare benefits.

Failure to pay the health and welfare amounts as set forth herein shall be deemed a breach of this Agreement, but no strike action shall be taken before the expiration of 1 work day after the giving of written notice to the defaulting Employer of such default. Written notice shall be deemed to have been given by sending said notice by facsimile, or hand-delivery, or certified mail to the last known address of said defaulting Employer.

The Health and Welfare Plan was established pursuant to the Agreement and Declaration of Trust by and between the Mason & Builders Association, the Northern California Masonry Contractors Association and the Union effective June 1, 1957, as amended (hereinafter the "Health & Welfare Trust Agreement"). The Employer agrees to be bound by all the terms and conditions, including any amendments hereafter made, to the Health & Welfare Trust Agreement, as though the Employer had actually signed the individual documents.

It is agreed that the Trustees of the Health and Welfare Trust shall be fully empowered and authorized, on behalf of all parties hereto, to take any action deemed appropriate by them, including amendment or modification of the trust instrument or plan adopted pursuant thereto.

The Employer shall be liable for any benefit available from time to time under the Health and Welfare Plan which is denied to any employee, or any dependent of any employee, of that Employer for which that employee or dependent would have been eligible had timely payments to the Health and Welfare Plan Trust been made by the Employer. The Employer shall be liable for any cost of suit, including reasonable attorney's fees, incurred by the Union, the Dealers or the Health and Welfare Trust in enforcing this paragraph.

ARTICLE VII PENSION

Effective August 1, 2006, the Employer shall pay into the Bricklayers Local 7 Pension Trust Fund, the amount set forth in Appendix A of this Agreement, for each hour worked by each and every employee on all work covered by this Agreement. The contributions set forth in this paragraph may be increased during the term of this Agreement in accordance with Article IV, of this Agreement. Such contributions are for the sole and exclusive purpose of providing pension benefits and for the expenses of Trust and Plan administration pursuant to the terms of the Pension Trust and Plan as adopted, and from time to time amended, by the Trustees. Each Employer signatory hereto, or represented by the Dealers, agrees to be bound by the terms of said Trust as revised from time to time.

The total amount due for each calendar month shall be remitted in a lump sum not later than fifteen (15) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of the Bricklayers Local 7 Pension Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and accurate reporting and recording of such amounts paid on account of each employee covered by the Agreement.

Failure to make all payments herein provided for within the time specified, shall be a breach of this Agreement; but no strike action shall be taken before the expiration of 1 work day after the giving of written notice to the defaulting employer of said default. Written notice shall be deemed to have been given by sending said notice by facsimile, or hand-delivery, or certified mail to the last known address of said defaulting employer. The Employer hereby agrees to, and is bound by, all the terms and conditions of the Bricklayers Local 7 Pension Trust Agreement.

The Employer agrees to be bound by the provisions of the San Francisco Bricklayers Local 7 Pension Trust Agreement and the

Plan, and as they may from time to time, be amended, as though the Employer had actually signed the individual documents. The Pension Plan was established pursuant to the Agreement and Declaration of Trust by and between the Mason Builders Association and Bricklayers Local 7, effective January 1, 1976, as amended. Payments to the Pension Trust are for the exclusive purpose of providing pension benefits and to defray the cost of administration of the Pension Trust.

It is agreed that the Trustees of the Pension Trust shall be fully empowered and authorized, on behalf of the parties hereto, to take any action deemed appropriate by the Trustees, including amendment or modification of the trust instrument or the plan adopted pursuant thereto.

**ARTICLE VIII
BRICKLAYERS AND ALLIED CRAFTWORKERS
INTERNATIONAL PENSION FUND**

Effective August 1, 2006, in addition to the contributions to the Bricklayers Local 7 Pension Trust Fund described in the preceding Article, the Employer shall pay to the Bricklayers and Allied Craftworkers International Pension Trust, as provided in Article XI of this Agreement, the amount set forth in Appendix A for each and every employee covered by this Agreement.

**ARTICLE IX
VACATION**

As part of the wages of the employees covered by this Agreement, the Employer shall pay a vacation contribution in the amount specified in Appendix A or in an amount as may be subsequently set in accordance with Article IV of this Agreement. The Employer shall make all legal payroll withholdings for income tax, social security, State disability insurance, etc., from the total taxable wages (ie. the basic wage rate, vacation allowance and union administration), and shall then withhold the full amount of the vacation contribution for transmittal to the administrator of all fringe benefits on a monthly basis. An employee may withdraw amounts held in his vacation account in accordance with the rules established by the Union.

**ARTICLE X
PROMOTION AND INTERNATIONAL MASONRY
INSTITUTE FUND**

Effective August 1, 2006, the Employer shall pay to the Promotion Fund and to the International Masonry Institute ("IMI") the amounts set forth in Appendix A for each hour worked by each and every employee covered hereby.

The total amount due for each calendar month shall be remitted in a lump sum not later than fifteen (15) days after the last

business day of each month. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement. In the event that Federal law is enacted allowing Union members to participate in the Promotion Fund, the Dealers and the Union shall meet to discuss the matter. In the event the Union and the Dealers agree to terminate the contributions to the IMI the amount otherwise payable to the IMI shall be allocated to wages or any benefit set forth in Appendix A, which the Union may, in its sole election, choose.

**ARTICLE XI
TERMS COMMON TO ALL BRICKLAYERS TRUST
FUNDS**

Section 1. The Union and/or each Trust shall be entitled to and may file legal action to compel production of monthly reports, to compel production of payroll records for audit, and for the collection of any and all contributions, interest and liquidated damages due and owing by the Employer and thereafter may settle or compromise such legal action. In addition to payments due and owing, interest thereon the rate of 10%, and liquidated damages, the Employer agrees to pay all costs of such suit or suits, together with reasonable attorney's fees incurred by the Union or the Trusts whether or not any formal legal action is initiated by the Union or the Trusts. Each Trust and the Union may institute such legal proceedings without having the matter first heard and determined by the Joint Board, as provided in Article XXI of this Agreement. All fringe benefit contributions shall be paid for each hour worked, including each hour of overtime worked.

Section 2. Each and every Employer shall obtain a bond in the amount of Ten Thousand Dollars (\$10,000) to guarantee compliance with this Agreement and payment of wages and fringe benefits. This bond shall be evidenced by completion by the Employer and its surety of the bond instrument as set forth in Appendix B to this Agreement. A bond containing terms different in any manner from that set forth in Appendix B to this Agreement is not acceptable. This bond shall be presented to the Union within ten (10) days of the date of this Agreement.

Section 3. 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 and if not paid in full by the fifteenth (15th) day of the month shall be delinquent and subject to liquidated damages. 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 liquidated damages may be assessed. The Employers and the Union recognize and acknowledge that the regular and prompt payment of employer contributions and the furnishing of report forms is

essential to the maintenance of the Trusts, and it would be extremely difficult, if not impractical, to fix the actual expense and damage 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 ten percent (10%) of all contributions due for the first thirty (30) days of delinquency, and thereafter, 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.

Section 4. The trustees of each Trust shall have the authority to require any Employer, employee, Union or Dealers 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. The Dealers, Union, Employers and employees agree that they will use their best efforts to secure compliance with any reasonable request of each Trust for any such information, data, reports or documents. Upon request by the Union or a Trust, each Employer 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, W-2's and other relevant records to determine whether the Employer has made full and complete payment of all wages and contributions required by this Agreement. In the event it is determined as a result of such examinations that an Employer has defaulted in making 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.

Section 5. In the event the Trustees of a Trust enter into a Reciprocity Agreement permitting the payment of certain fringe benefit contributions to the home area of any employee temporarily working in the jurisdiction, payments shall be made in accordance with such Reciprocity Agreements that are agreed to by the Trustees of each Trust and, provided further, such Trusts are qualified under the provisions of the applicable Internal Revenue regulations permitting the payments to be tax deductible by the Employer.

Section 6. Failure to make all contributions herein provided for within the time specified, shall be a breach of this Agreement; but no strike action shall be taken before the expiration of forty-eight (48) hours after the giving of written notice to the defaulting Employer of said default. Written notice shall be deemed to have been given by sending said notice by registered or certified mail to the last known address of said defaulting Employer.

Section 7. It is agreed that the Trustees of each Trust shall be fully empowered and authorized, on behalf of the parties hereto, to take any action deemed appropriate by them, including amendment or modification of the trust instrument or the plan adopted pursuant thereto.

Section 8. Where Reciprocal Agreements relating to any Trust Funds mentioned in this Agreement are entered into, the Trustees of said Trust Funds are authorized to pay to or collect from the trust funds of such other Local Unions in accordance with such Reciprocal Agreement.

Section 9. If the Employer is a partnership, only one partner may work with the tools of the trade. Partners or sole proprietors who work with the tools of the trade shall pay all fringe benefits which would otherwise be payable under the contract on behalf of employees on their own behalf except pension contributions and, at the option of such partners or sole proprietors, health and welfare, vacation, promotion and union administration.

If the Employer is a corporation, then for no more than one officer or shareholder who works with the tools of the trade the corporation may (with the employee-officer/shareholder's consent) elect to not pay pension, health and welfare, vacation, promotion and union administration for no more than one such officer or shareholder; for all other officers or shareholders of a corporation who work with the tools of the trade all fringe benefits must be paid for all work covered by this Agreement as would be paid for regular employees.

Section 10. The Employer acknowledges receipt of the trust agreements Governing the Bricklayers and Allied Craftworkers Local No. 3 Health and Welfare Trust, the Bricklayers Local 7 Pension Trust, The Bricklayers and Allied Craftworkers Local No. 3 Apprentice Training Trust and the International Union of Bricklayers and Allied Craftworkers Pension Fund, as amended, or has been advised of the right to request copies of the trust agreements from the professional administrator of the Trusts. The Employer hereby inevocably designates as its representative on the above-stated Boards of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

ARTICLE XII WORKING CONDITIONS

Section 1. A duly accredited representative of any party hereto shall have the right to confer with workmen during working hours.

Section 2. All orders to employees (including discharge notices) shall be given by the foreman and the Employer reserves the right to direct the foreman in any such matter.

Section 3. When working with interior marble & granites exterior marble & granites, slate or stone work, both natural or

artificial which are to be installed from ground or scaffold that are over 100 lbs. in weight so that two (2) men cannot safely handle such pieces, the employee shall notify the foreman or employer of this condition & additional help shall be employed to help in setting of material.

Section 4. The employer shall furnish sponges, power cords, hacksaw blades, heavy concrete tools, drills, respirators, safety glasses and all power tools required on the job and all welding equipment needed for such work.

Section 5. It is agreed that employees shall be provided with drinking water and sanitary cups on the job, and also sanitary toilet facilities.

Section 6. No employee shall be required to work against his or her wishes any hours other than the workday and workweek as designated in Article XIII, Section 1, and no employee shall be discharged for such refusal.

Section 7. No employee will be allowed to hire out or loan his employer his personal equipment such as; skill saws, scaffold, mixers, power tools, drills, grinders, and any type of equipment normally used in the stone trade.

All hand tools to be supplied by all BAC Local 3 Marble Masons, Marble Mason Apprentices, Marble Finishers, and Marble Finisher Apprentices.

Section 8. The contractor shall furnish a suitable, safe and secure place for tools and clothing of the craftworkers on all building operations of one (1) of more weeks. All tools placed in a toolbox or tool shed supplied by the contractor shall be the responsibility of the contractor in case of loss on working days over weekends and holidays, not to exceed \$500. for Marble Masons, and \$400. for Marble Finishers. (During non working hours)

Section 9. Employees will receive final payment upon termination or layoff one-half (1/2) hour prior to such termination or layoff. Any stand by or waiting time required by an employee to receive his check in his hand will be paid by the employer.

Section 10. Any craftsman quitting of his own accord within seven (7) hours notice shall be paid at the next regular payday.

Section 11. The Employer shall abide by all state and federal OSHA regulations.

Section 12. The steward shall be a Journeyman Marble Mason paid by the Employer at the prevailing wage scale for the Journeyman for all or any portion of the time spent in the performance of his duties during the working day.

a) In no event shall an Employer transfer to another job, without prior approval of the responsible Union Representative, layoff a steward before the completion of the job,

nor discriminate against the steward, because of any action taken by the steward in the proper performance of his duties or the enforcement of this Agreement.

b) Each employee must report all violations of the working rules or agreement of which he is aware to the job steward or to the business representative or to the local union office. No Steward is required on a job of less than 4 (four) Masons.

c) The steward shall be on the job representing the local union and all employees represented by it. He shall be appointed and subject to direction of the business representative, who may replace the steward for just cause. All appointments of Stewards by the Union will be reviewed with Employer and Union with the final decision being made by the Union.

d) The duties of the steward shall be as follows:

1. To inspect dues books, job clearances, and receipts for initiation fees, and ascertain if proper permission has been attained from the Union office to work any other hours other than those specified in this Agreement.

2. To report violations of the working rules or the Agreement, unsafe conditions, and other job site disputes, to the foreman or the Employer; if not promptly corrected, or if the dispute is not promptly resolved.

3. To report violations of the working rules or the Agreement, unsafe conditions, and other job site disputes, to the foreman or the Employer; if not promptly corrected, or if the dispute is not promptly resolved.

4. To assist injured member in receiving proper and immediate medical care.

5. To report to the Business Representative any work assignments falling within the recognized trade jurisdiction of this Local made to employees represented by another labor organization.

6. If the steward is unable to resolve a problem at the job, he shall contact the Business Representative as soon as possible. He shall not have the authority to order work stoppage or interruptions in the progress.

7. No steward shall have the authority to alter or set aside any of the provisions of this Agreement or to sanction a violation thereof. The Steward shall seek clarification or enter pre interpretations of the Agreement, when a situation so requires, from the Business Representative or the Union.

Section 13. Scaffold Pay

Any employee working on any suspended platform shall receive an additional Fifteen Dollars (\$15.00) per day.

ARTICLE XIII
HOURS – SUBSISTENCE -
TRAVEL – MILEAGE

Section 1. The workweek shall consist of forty (40) hours in one week, with eight (8) hours between 7 A.M. and 5 P.M. constituting a full day's work. Regular workdays shall not include Saturday and Sunday. The normal working hours shall commence at 7:00 A.M. and be completed at 3:30 P.M. There shall be an unpaid lunch break of thirty (30) minutes between Noon and 1:00 P.M. plus a ten minute coffee break between 9:30 A.M. and 10:30 A.M. When working an eight (8) hour day, an additional ten (10) minute rest period shall be taken in the afternoon. On overtime projects after the eighth hour, there will be a ten minute coffee break before the tenth hour. On overtime projects where an employee is working a twelve hour day, there shall be an unpaid thirty minute dinner break taken before the tenth hour. Except as otherwise provided in this Agreement, any work performed in excess of eight (8) hours but equal to or less than nine (9) hours in any one regular workday shall be paid at the rate of one and one-half (1½) time. Except as otherwise provided in this Agreement, any work performed during regular workdays in excess of forty (40) hours but equal to or less than forty-five (45) hours in any one week shall be paid at the rate of time and one-half (1½) time. Except as otherwise provided in Section 2 of this Article, any work performed in excess of nine (9) hours in any one day or forty-five (45) hours in any one week shall be paid at the rate of double (2) time. Except as otherwise provided in Section 2 of this Article, any work outside of the normal working hours or regular workdays and any work on the day on which specified holidays are observed shall be paid at the rate of double (2) time; provided, however, that work on a regular work day which commences between 6:00 A.M. and 7:00 A.M. or which terminates between 3:30 P.M. and 4:30 P.M. and which is not otherwise subject to double time payment shall be paid at one and one-half time. For example, an employee who works on one day from 6:00 A.M. to 4:30 P.M. (i.e. 10 hours) and who works a total of 42 hours in that week shall be paid straight time for forty hours, one and one-half time for one hour and double time for one hour.

All fringe benefit contributions shall be paid for each hour worked, including each hour of overtime worked.

Overtime premium pay shall be paid on the taxable wage rate only. The phrase "taxable wage rate" includes wages, vacation and union administration. The straight time portion of the overtime hour on the vacation and union administration shall be reported and paid to the contract administrator with all other fringe benefits. The bonus/premium portion of the overtime hours paid on the vacation and union administration shall be paid directly to the employee on the employee's payroll check.

Notwithstanding the foregoing all work performed between 5 P.M. and 7:00 A.M., Monday through Friday, shall be compensated at Seven Dollars (\$7.00) per hour over straight time marble mason wage rate this also includes marble mason apprentice wage rates. For each hour of shift work performed by a Marble Finisher between the hours of 5P.M. and 7A.M. \$6.00 per hour shall be added to the 100% Journeyman basic wage rate and the appropriate percentage of \$6.00 per hour shall be added to the Apprentice basic wage rate.

Section 2. Any Employee reporting for work at the job shall receive not less than two (2) hours pay. Show-up shall be waived in the event no work is provided due to causes beyond the Employer's control such as, labor disputes or power failures.

Section 3. All employees shall be paid travel pay measured from the work site to the employee's residence or the Employer's shop, whichever is closer in accordance with the following schedule:

Up to 30 miles	Free Zone
31-45 miles	\$25 per day
46-60 miles	\$30 per day
Over 60 miles	Subsistence and Travel as explained below

All employees required to travel more than 60 miles from their residence or the Employer's shop, whichever is closer, will be paid subsistence and travel as follows:

(i) Subsistence shall be paid at the maximum rate of \$95.00 per day for each day worked. For Saturdays, Sundays and Holidays which are not worked, if the job extends over a weekend or holiday period (eg. is continued from Friday to the following Monday), the employee shall be paid for each weekend, at the employees option either (a) the daily subsistence allowance for the Saturday, Sunday and Holiday or (b) transportation expense for one round trip home calculated at \$0.45 per mile for each direction traveled, plus all bridge tolls, measured from the job site to the employee's residence or the Employer's shop, whichever is closer.

Subsistence shall be paid for the entire duration of the job or until the employee is laid off or discharged. An employee who receives subsistence but is employed for five working days or less, shall receive, in addition to subsistence pay, transportation expense for one round trip home calculated at \$0.45 per mile for each direction traveled, plus all bridge tolls, measured from the job site to the employee's residence or the employer's shop, whichever is closer.

(ii) Should an employee not be entitled to subsistence pay, for each day he is required to report to the job site, that employee shall be paid mileage calculated by multiplying \$0.45 by the total number of miles in a round trip from the job site to either the employee's residence or the Employer's shop, whichever is closer to the job site, plus all bridge tolls.

Travel pay shall be paid where applicable for each day worked or part of a day worked and shall not be prorated. After deductions have been made from the regular payroll check, travel expense and subsistence payments may be added to the payroll check. All employees will be furnished with a statement of all deductions,

subsistence, etc., at the termination of each pay period. Also hours worked, day of the month, the month and the year, along with the name of the Employer shall be recorded on all payroll check stubs.

When an employee is entitled to subsistence pay and cannot work because of inclement weather, job shut down or acts of God, the employee shall be paid subsistence pay.

For purposes of determining travel and subsistence pay, the term "Employer's shop" shall mean:

(i) For an Employer with only one shop or office and whose principle place of business is in the State of California, that office recognized as the Employer's principle place of business by the California State Contractors Licensing Division.

(ii) For an Employer with more than one shop or office, whether or not any shop or office is located outside of the state of California, any office which is used by the Employer for the bidding and administrating of jobs, other than the job for which the travel and subsistence pay is being determined, in which at least one person is employed at least 30 hours per week to engage in that activity, which is owned by the Employer or leased for a term of not less than one year, and which contains the supplies, office equipment and other indicia normally associated in the masonry industry with such a facility. The Employer's shop shall mean a bonafide place of business which is permanent. For example, temporary offices or other places of business established at or near the job site after the bid opening date shall not be recognized as the Employer's shop for purpose of this Article.

The Employer, at his option, may provide covered transportation in lieu of payment of travel pay and bridge tolls as heretofore set forth.

Employees must be paid their regular rate for going from one job to another during working hours and must not use their lunch period for such travel.

Section 4. When driving an Employers truck and on a job-related trip, employee shall be paid at straight time when traveling before and after regular working hours. Any employee asked to report to Employer's shop or office for the purpose of either loading or unloading of job site materials, gangboxes and/or stone before or after regular working hours shall be paid also at straight time.

Section 5. The Union may permit an Employer, upon request made in advance, on single shift operations, to commence work at 6:00 A.M. and cease work at 2:30 P.M. or, alternatively, commence work at 8:00 A.M. and cease work at 4:30 P.M., when another craft or crafts on the same job or project have different starting and quitting times and the work of such other crafts have a direct effect on work covered by this Agreement. In the event of any such permitted deviation on the starting and quitting times, the overtime rates specified in this Agreement shall not be applicable solely to the work performed outside the normal

working hours unless overtime or premium rates established are applicable to such work in the absence of such permitted deviation from normal working hours.

Section 6. When fifty percent (50%) of the employees customarily employed by the Employers are laid off for lack of work for a period of two (2) weeks or more, the workday may be changed to six (6) hours by mutual consent of the parties.

Section 7.

a) Bridge tolls will be paid by the employer; if the employee travels directly from his residence to the job site and must pay bridge tolls in so traveling; or (ii) the employee travels from the Employer's fabrication shop to the job site and must pay bridge tolls in so traveling; or (iii) the employee travels from job site to job site and must pay bridge tolls in so traveling. An employee will not be paid bridge tolls for travel from the employee's residence to the Employer's fabrication shop.

b) BART and public transportation reimbursements to be paid by Employer upon presentation of receipts.

c) All parking will be paid 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 upon providing a valid parking receipt on a weekly basis.

d) No employee shall be required to furnish a truck or other vehicle to the employer whether compensated or not.

Section 8. It shall not be a violation of this Agreement to pay any employee overscale. Employers may discontinue over scale wage payments at any time at their sole discretion.

Section 9. All employees performing work covered by this Agreement 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, and in either case not later than 3:00 P.M. on each and every Friday, excepting however, when Friday falls on a holiday the men will be paid on the day prior thereto. In no event shall the employer hold back more than two days' wages. In the event payday is not observed as herein stated, the employer will pay to the employee waiting time as per schedule rate of wages per day for each day or portion thereof (not to exceed eight (8) hours for each twenty-four (24) hour period) until the pay is actually received by the employee.

If an employee receives a check that is returned from the bank uncollectible, then the employee shall be paid waiting time at the regular straight time rate for each working hour of waiting until such check is honored, plus all other charges incurred by said employee regarding payment of the check.

Section 10. Marble Mason Foreman.

a) When five (5) or more BAC Local 3 members are employed on a job, a Journeyman Marble Mason shall be designated as a Foreman and shall receive \$6.50 per hour above Journeyman wage rate for each day or fraction of a day.

b) When eight (8) or more BAC Local 3 members are employed on a job, a Journeyman Marble Mason shall be designated as Foreman and shall receive \$8.00 per hour above Journeyman wage rate for each day or fraction of a day.

c) When fourteen (14) or more BAC Local 3 members are employed on a job, a Journeyman Marble Mason shall be designated as a Foreman and shall receive \$11.00 per hour above Journeyman wage rate for each day or fraction of a day.

d) When twenty (20) or more BAC Local 3 members are employed on a job, two (2) Journeyman Marble Mason shall be designated as Foremen. The first foreman shall receive \$11.00 per hour above Journeyman wage rate for each day or fraction of a day, the second foreman shall receive \$8.00 per hour above Journeyman wage rate for each day or fraction of a day.

Section 11. Marble Finisher Foreman.

a) On any job on which there are more than four (4) finishers working, a Journeyman Marble Finisher shall be designated as Foreman and shall receive three dollars (\$3.00) per hour over the Marble Finisher rate.

b) On any job which there are eight (8) finishers working, the Finisher Foreman shall receive four dollars (\$4.00) per hour over the marble finishers rate.

**ARTICLE XIV
HOLIDAYS OBSERVED**

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Cesar Chavez Day	Christmas Day
Memorial Day	Two (2) Black Fridays*
Independence Day	

*Friday before Memorial Day and Friday before Labor Day.

Should a holiday fall on a Sunday, the Monday following shall be observed as the holiday. Should a holiday fall on Saturday, the Friday immediately prior shall be observed as the holiday.

**ARTICLE XV
WAIVER OF AGREEMENT**

No employee covered by this Agreement shall be permitted to work at wages and conditions less than provided in this agreement. No employee shall be permitted to work on a piece or job rate basis. No steward has the authority to alter or amend any of the provisions of this Agreement or to sanction a violation of this Agreement. No business agent of the Union has the authority to alter, amend or waive any of the provisions of this Agreement or to sanction any violation of this Agreement. Any waiver must be in writing and signed by the Management Committee of the Union, except in emergencies, and in such a case written confirmation of the waiver, signed by the President of the Union, must be received by the Employer within two (2) working days.

**ARTICLE XVI
WAIVER OF SAN FRANCISCO PAID SICK LEAVE
ORDINANCE**

To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this agreement.

**ARTICLE XVII
PICKET LINES**

It shall not be a violation of this Agreement for an employee to respect a primary picket line, supported, established and sanctioned by the local Building Trades Council or Central Labor Council having jurisdiction over the areas where the job is being picketed.

**ARTICLE XVIII
SAFETY LAWS**

The employees shall observe the safety laws of the State of California and of the Occupation, Safety & Health Administration (OSHA).

**ARTICLE XIX
DISCRIMINATION**

No provisions of the Agreement shall supersede or be construed as contrary to any federal, state, county or city law or ordinance which imposes requirements as to employment provided by this Agreement.

The parties agree that there shall be no discrimination based on race, creed, national origin, sex or age.

**ARTICLE XX
APPRENTICES**

Section 1. 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.

For apprentice wage and fringe benefit rates refer to Appendix A.

(a) Apprentice Marble Mason's shall be paid according to the following percentages of Journeyman Mason's rate:

<u>Period</u>	<u>Hours</u>	<u>Percentage</u>	<u>Fringes</u>
1st	750	70%	Full Finisher Fringes
2nd	750	75%	Full Finisher Fringes
3rd	750	80%	Full Finisher Fringes
4th	750	85%	Full Finisher Fringes
5th	750	90%	Full Mason Fringes
6th	750	95%	Full Mason Fringes

Employees who complete 4,500 hours of employment as a marble mason as described in this Agreement and the apprentice program administered by the Bricklayers And Allied Crafts Local 3 Apprentice Training Trust shall become Journeyman Marble Masons.

(b) Apprentice Marble Finishers shall be paid according to the following percentages of Journeyman Finisher's rate:

<u>Period</u>	<u>Hours</u>	<u>Percentage</u>	<u>Fringes</u>
1st	700	50%	Full Finisher Fringes
2nd	700	60%	Full Finisher Fringes
3rd	700	70%	Full Finisher Fringes
4th	700	80%	Full Finisher Fringes
5th	700	90%	Full Finisher Fringes

Employees who complete thirty-five hundred (3500) hours of finisher employment as described in this Agreement and the apprentice program administered by the Bricklayers And Allied Crafts Local 3 Apprentice Training Trust shall become Journeyman Finishers.

No apprentice shall be employed to displace any employee employed or on layoff status. This, however, shall not be

interpreted to prohibit the employer from hiring apprentices for the purpose of training employees for promotion to higher paid jobs when vacancies exist. All Apprentices shall be registered with the Union as Apprentices.

The ratio of Marble Finisher hours to Marble Mason hours shall not exceed 2:1.

Section 2. The progression of an apprentice to the next skill level will be based on satisfaction of applicable apprenticeship program requirements and mutual agreement of the Apprentice instructor, Employer, JATC and apprentice. The Employer agrees that, as a condition of eligibility to hire and train apprentices, an apprentice shall not be compelled or allowed to work on a Saturday when the employee's attendance is required at related instruction classes.

Section 3. The ratio of apprentices to journeyman shall be as follows: one (1) for each four (4) journeymen employed. This ratio shall be maintained in lay-off situations.

Section 4. New hires and new referrals whose skills are not readily verifiable shall, upon occasion of the first employment with any Employer signatory to this Agreement, be assigned a provisional classification and wage rate based upon the skill level disclosed in their application, and subject to evaluation over the first thirty (30) days of employment with the Employer. Any adjustment of the provisional rate shall be made within thirty (30) days of initial employment and shall be agreed upon by the Employer and the employee. Failure of either party to seek adjustment during that time shall mean the provisional rate and classification are agreeable to the Employer and Employee.

In order that the Union may dispatch effectively, any classifications or re-classifications made without the knowledge and confirmation of the Union shall be without effect. Confirmation shall consist of issuance to all concerned parties of a new dispatch slip reflecting the changed classifications.

ARTICLE XXI APPRENTICESHIP FUND

All employers signatory hereto agree to be bound by Bricklayers And Allied Crafts Local 3 Apprentice Agreement and Declaration of Trust effective January 1, 1978 and any amendments thereto duly adopted by the trustees of the Bricklayers And Allied Crafts Local 3 Apprentice Training Trust.

Effective August 1, 2006, each employer shall contribute the amount set forth in Appendix A for each hour an employee performs work covered by this Agreement to the Bricklayers Local 3 Apprenticeship Trust, which amount may be increased in accordance with Article IV, of this Agreement.

The total amount due for each calendar month shall be remitted in a lump sum not later than fifteen (15) days after the last business day of each month. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement. Damages for delinquency shall be as set forth in Article XI herein.

ARTICLE XXII GRIEVANCE BOARD

Section 1. There is hereby established a Masonry Joint Arbitration Board to consist of four (4) members; two (2) to be appointed to serve by the Marble Dealers Of Northern California, and two (2) to be appointed to serve by the Union, for such terms as will be determined by each of the parties hereto.

Section 2. No person shall be appointed to the Masonry Joint Arbitration Board except members of the respective organizations of the parties to this Agreement who are familiar with the trade and will act in good faith.

Section 3. Except as otherwise provided in this Article or in Article XI, any and all disputes, stoppages, suspension of work, and all claims, demands or actions arising out of the execution, interpretation, application or implementation of this Agreement, or out of any relationship between the parties, shall be settled exclusively by the full use of the process of free collective bargaining, failing in which the matter shall be submitted to arbitration through a board of mutually agreed upon arbitrators selected by the Masonry Joint Arbitration Board whose decision shall be final and binding. The Masonry Joint Arbitration Board shall meet within 21 days of the date the notice of grievance is served upon all parties, unless otherwise agreed by the Union and the Marble Dealers of Northern California. In the event the Masonry Joint Arbitration Board determines the dispute, its decision shall be final and binding without the necessity of the employment of an outside arbitrator. Nothing in this Agreement shall be construed to require the Trustees of any Trust Fund to refer any dispute between those Trustees and any Employer to the Joint Arbitration Board. Nothing in this Agreement shall be construed to require the Union to refer any dispute regarding the nonpayment of wages and fringe benefits described in Appendix A to the Joint Arbitration Board.

Section 4. After a hearing, the Joint Board shall have the power to make a decision on any grievances so submitted and award damages for any established breach in addition to any amount due, and to impose injunctive relief in appropriate cases.

Section 5. In the event of controversies that do not extend to payment of wages and fringe benefits, the Joint Board is empowered to determine the amount of damages to be assessed against the offending party.

Section 6. In the event of any grievance where any party requests books and 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 next regular meeting of the Joint Board, after receipt of written request for the production of books and records, and shall be made available for the inspection and perusal of the parties. The Joint Board in the alternative may delegate one or more of its members or representative to make an inspection at some other place or time.

Section 7. In making its determinations the Joint Board shall function as a panel of arbitration, and its decisions shall be final and binding on all parties. Any award of the Joint Board that provides for a fine or money award shall also provide for the disposition of said fine or award, i.e. to the Pension Fund, Promotion Fund, Apprenticeship Fund, etc. In the event the Joint Board should be unable to solve the matter, either by deadlock or otherwise, the Joint Board shall select an individual to serve as arbitrator for final and binding determination. Such arbitrator shall not have the power to amend or alter any of the provisions of this Agreement except as provided in of this Agreement. In the event the membership of the Joint Board is unable to agree upon an arbitrator within five (5) working days after the dispute has been discussed and determined to be referred to arbitration, the parties shall obtain from the office of the Federal Mediation and Conciliation Service a list of five (5) arbitrators, and shall, within forty-eight (48) hours after receipt of such list meet; and after determining by chance who shall strike first, shall alternately strike one name from said list. The name last remaining on the list shall be designated as the impartial arbitrator to determine the particular dispute. The parties shall meet at a time to be specified by the arbitrator. The award of said arbitrator shall be final and binding upon all the parties to the dispute. The arbitrator shall have all the powers provided in this Agreement and vested in the Joint Board. The members of the Joint Board may, by mutual agreement, extend the limits set forth herein. The parties shall equally bear the expenses of such arbitration.

Section 8. Any dispute alleged shall be heard by the Masonry Joint Arbitration Board, except as otherwise expressly provided in this Article or in Article XI of this Agreement.

Section 9. There shall be no strikes or lockouts during the life of this Agreement. However, it shall not be a violation of this Agreement for employees to engage in a work stoppage, strike or concerted refusal in the course of their employment to work for any Employer who fails to pay the wages and benefits set forth in this Agreement after forty-eight (48) hours' written notice by the Union that he is in default, or fails to abide by any award, ruling or decision of the Masonry Joint Arbitration Board or a decision pursuant to the arbitration of this Agreement.

Section 10. In the event any Employer performing work in this jurisdiction is delinquent in the payment of wages or fringe benefits under any other collective bargaining agreement with

any labor organization affiliated with the Union, then the Union may refuse to dispatch men to said Employer until said delinquencies are corrected.

**ARTICLE XXIII
UNION ADMINISTRATION AND INTERNATIONAL
UNION DUES CHECKOFF**

Each employer who is signatory to or bound by this Agreement shall withhold for Union Administration (Local Union dues check-off) the amount per hour as designated in Appendix A for each employee covered by this Agreement who has authorized in writing thereof.

The Union will furnish to the Employer a list of the individuals who have executed the Union Administration authorization and the Employer shall be entitled to rely upon the accuracy of such list in effecting any deductions.

The Union will indemnify and save harmless the Employer and the Dealers, its officers, directors, agents, employers and members and each Employer covered by the Collective Bargaining Agreement, from and against any liability, claim, loss, cost or damages, including attorney fees to defend said employers, arising out of or in any way connected with this Union Administration provision of this Agreement, or any deduction or payment made pursuant to either thereof.

The employer shall transmit such monthly Union Administration, deductions to the Trust Administration Office,

c/o Allied Administrators 633 Battery Street, 2nd Floor, P. O. Box 2500 San Francisco, California 94126 and shall make appropriate entries with respect to said dues deductions on report forms supplied by the administrator of the Trust.

**ARTICLE XXIV
SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the heirs, successors, joint venturers and assigns of each party. This Agreement is also binding upon each Employer, and its assigns and successors, regardless of whether or he/she/it changed name or the entity of his/hers/its business. Each Employer bound by the terms of this Agreement agrees to promptly notify the union in writing by registered or certified mail of any change of ownership, change in type of business entity (eg. transition from sole proprietorship to corporation) additional members of the partnership, the creation of a subsidiary, or any other fact which the Employer thinks or believes may require the execution of a new Collective Bargaining Agreement to cover the employees in such operations. In the event of failure to notify Union, the individual or company 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, subsidiary, 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, subsidiaries, firms, partnerships or any other paper transactions.

**ARTICLE XXV
TERMS OF AGREEMENT**

The term of this Agreement shall be from August 1, 2006, to July 31, 2009, inclusive, and shall continue in full force and effect from month to month thereafter unless either party serves notice in writing by certified mail to the other at least sixty (60) days prior to August 1, 2009, or sixty (60) days prior to the end of any succeeding month, of a desire to terminate, alter, modify and/or amend this Agreement.

During all the time of negotiation for changes desired 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, in the circumstances, but in any event no termination of this Agreement shall occur without the giving of sixty (60) days written notice by certified mail as required by the preceding paragraph. All Employers, employees, the Union and the Dealers shall abide by all the terms and provisions of this Agreement until such time as this Agreement is terminated as hereinabove provided.

**ARTICLE XXVI
AMENDMENT TO AGREEMENT**

If, in any suit to which any party to this Agreement is a party, it is held by a final judgment of any Federal or State Court that any provision of this Agreement is void or unenforceable, such judgment shall not in any way invalidate or effect any other portion of this Agreement not thus held void, but such remaining portions shall be deemed separate from void portions and shall be in all respects binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have by their respective officers or duly authorized representatives, subscribed or caused to be subscribed their names on the day and year first hereinabove mentioned.

Marble Dealers of Northern California

Robert Cunningham
R. Cunningham & Company, Inc.

Bill Merrill
San Francisco Marble

Bricklayers and Allied Craftworkers Local 3, California

Dave Jackson

Doug Pritchett

Ernie Zenteno

Arnel Garay

Marcellino Haley

08-01-06 to 07-31-09

APPENDIX A

MARBLE MASON RATES

Effective August 1, 2006 through July 31, 2007

MARBLE MASONS & APPRENTICES WAGE BENEFIT SCHEDULE

Counties of: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, King, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

Period	Wages	Vac.	Dues	Taxable Wages	H&W	Defined Benefit	Defined Contrib.	IU Pen.	Training	I.M.I.	Promo	LMCC	Total
1st (70%) 750 hrs	21.91	4.25	0.95	27.11	7.67	1.65	0.70	0.60		0.10	-	.10	37.93
2nd (75%) 750 hrs	23.48	4.25	0.95	28.68	7.67	1.65	0.70	0.60		0.10	-	.10	39.50
3rd (80%) 750 hrs	25.04	4.25	0.95	30.24	7.67	1.65	0.70	0.60		0.10	-	.10	41.06
4th (85%) 750 hrs	26.61	4.25	0.95	31.81	7.67	1.65	0.70	0.60		0.10	-	.10	42.63
5th (90%) 750 hrs	28.17	4.25	1.59	34.01	7.75	4.54	3.87	0.40		0.10	0.01	.10	50.78
6th (95%) 750 hrs	29.74	4.25	1.59	35.58	7.75	4.54	3.87	0.40		0.10	0.01	.10	52.35
Journeyman 100%	31.30	4.25	1.59	37.14	7.75	4.54	3.87	0.40	0.40	0.10	0.01	.10	54.31

Wage/Fringe increases: Effective 8-1-06, \$2.00 Effective 8-1-07, \$1.85 Effective 8-1-08, \$1.85

APPENDIX A – cont’d

MARBLE FINISHER RATES

Effective August 1, 2006 through July 31, 2007

MARBLE FINISHERS & APPRENTICES WAGE BENEFIT SCHEDULE

Counties of: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, King, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

Period	Wages	Vac.	Dues	Taxable Wages	H&W	Defined Benefit	Defined Contrib.	IU Pen.	Training	I.M.I.	LMCC	Total
Probation 80 hrs	11.35			11.35								11.35
1st (50%) 700 hrs	11.35	2.85	0.90	15.10	7.67	1.65	0.70	0.60	0.25	0.10	0.10	26.17
2nd (60%) 700 hrs	13.61	2.85	0.90	17.36	7.67	1.65	0.70	0.60	0.25	0.10	0.10	28.43
3rd (70%) 700 hrs	15.88	2.85	0.90	19.63	7.67	1.65	0.70	0.60	0.25	0.10	0.10	30.70
4th (80%) 700 hrs	18.15	2.85	0.90	21.90	7.67	1.65	0.70	0.60	0.25	0.10	0.10	32.97
5th (90%) 700 hrs	20.42	2.85	0.90	24.17	7.67	1.65	0.70	0.60	0.25	0.10	0.10	35.24
Journeyman	22.69	2.85	1.08	26.62	7.67	1.65	0.70	0.60	0.25	0.10	0.10	37.69

Wage/Fringe increases: Effective 8-1-06, \$1.85 Effective 8-1-07, \$1.40 Effective 8-1-08, \$1.25

APPENDIX B

BOND

BOND NO. _____

Effective Date _____

Know all men by these presents:

That, we

(Contractor's Firm Name)

(Contractor's Address)
hereinafter referred to as "Principal" and

(Surety Firm Name)
hereinafter referred to as the "Surety", a corporation created, organized and existing under and by virtue of the laws of the State of _____ are held and firmly bound into International Union Of Bricklayers And Allied Craftworkers, AFL-CIO, Local Union No. 3 and its successors and assigns (hereafter "Bricklayers Local 3") in the sum of Ten Thousand Five Hundred Dollars (\$10,000.00), lawful money of the United States of America, to be paid to Bricklayers Local 3, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors jointly and severally firmly by these presents.

The condition of the above obligation is such that:

Whereas, the marble masons collective bargaining agreement between the Marble Dealers of Northern California , on behalf of individual contractors, and Bricklayers Local 3, requires that each contractor post a surety bond executed by a Surety Company in the amount of Ten Thousand Dollars (\$10,000) to guarantee compliance by the Contractor to all the terms and conditions of the Collective Bargaining Agreement, against a Contractor for violations of this Agreement, and shall guarantee payments by the Contractor of wages and/or of all fringe benefit amounts (herein defined as Health and Welfare, Pension, Dental, Vacation, Union Administration ("Dues"), Apprenticeship Training, and Promotion payments) on a local or national plan, including costs of collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges.

Now, therefore, if said Contractor shall pay all damages and all fringe benefit contributions or deductions, as defined above, including cost of collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges, then this obligation shall be null and void; otherwise, to remain in full force and effect.

Provided, that this bond is conditioned upon the following conditions and limitations:

1. In the event, after thirty (30) days written notice by certified mail to the last known address of the contractor, the contractor fails to pay, in full, all amounts due under the provisions of preceding paragraphs, whether by virtue of bankruptcy or any other reason, the Surety shall guarantee under this Bond payment of all damages, wage and/or fringe benefit amounts previously set forth, including costs of the

collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges.

2. Payment shall be made by the Surety Company under this Bond within thirty (30) days of the date of notification to the Surety that the Contractor, notwithstanding the written notice set forth herein in paragraph 1, has neglected, failed or refused to pay the amounts claimed to be due. The Contractor consents to any payment made by the Surety Company in reliance upon notification of the Surety.

3. The aggregate liability of the Surety hereunder for all causes of action arising under this Bond shall not exceed the total sum of Ten Thousand Hundred Dollars (\$10,000.00), plus all reasonable attorney's fees and costs incurred by Bricklayers Local 3 and its affiliated trust funds in enforcing this Bond agreement.

4. This Bond shall not apply to any debt of the Contractor existing prior to the effective date of this Bond.

5. The Surety named herein may cancel this Bond and be relieved of any further liability hereunder at any time after one year from the effective date of this Bond, except as to any liability incurred or accrued, and any damages or delinquencies committed, prior to the giving of sixty (60) days notice in writing to Bricklayers Local No. 3, and upon the giving of at least sixty (60) days notice in writing by certified mail, return receipt requested, to Bricklayers Local No. 3.

6. No right of action shall accrue under this Bond to or for the use of any person other than the obligee, Bricklayers Local 3, its successor Unions and their affiliated trust funds.

In Witness Whereof, the seal and signature of the Surety and the Principal is hereto affixed, and the corporate seal and name of said Surety is hereto affixed and attested by its duly authorized attorney-in-fact,

in the City of _____.

State of _____.

this _____ day of _____, 20_____.

Surety's Company Name _____

Surety's Address _____

By: _____

Authorized Signature for Surety

Print Name & Title of Person Authorized to Sign for Surety

All communication related to the Bond shall be mailed to:

Bricklayers Local No. 3
8400 Enterprise Way, Suite 103
Oakland, CA 94621

MEMORANDUM AGREEMENT FOR INDIVIDUAL EMPLOYER

IT IS AGREED between the undersigned Contractor and BAC Local 3, California ("Union") in consideration of services performed and to be performed by Marble employees for the Contractor as follows:

1. The Contractor agrees to comply with all of the terms, including wages, hours, and working conditions, as set forth in the agreement between the Union and the Marble Dealers of Northern California Association. Effective August 1, 2006 through July 31, 2009 (which Agreement is incorporated herein by reference and a copy of which has been delivered to me and receipt of which is hereby expressly acknowledged).

2. The term "Master Agreement" referred to in this Memorandum Agreement shall be the Master Agreement referred to above or any other agreement designated in writing by BAC Local 3, California as the "Master Agreement" for a term or period subsequent to August 1, 2006 or any subsequent modification, changes, amendments, supplements, extensions or renewals of or to said designated Master Agreement.

3. The Contractor agrees to comply with all of the terms, including wages, hours, and working conditions of the Master Agreement and to any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement which may be negotiated between the parties thereto for the term thereof.

4. The Contractor agrees that he or it does irrevocably designate and appoint the employer members of said Trust Funds and Plans mentioned in the Master Agreement as his or its attorneys in fact for the selection, removal and substitution of Trustees or Board members as provided in the Trust Agreements or Plans as may be hereinafter provided by or pursuant to said Trust Agreements or Plans.

5. Each Contractor signatory hereto specifically waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master 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 this Agreement.

6. This Agreement shall remain in full force and effect for the period of the term of the Master Agreement between the Marble Dealers of Northern California Association and BAC Local 3, California for the period August 1, 2006 through July 31, 2009 and for the term of any successor Master Agreement and the Contractor does hereby authorize the Association to represent the Contractor, unless the Union or the Contractor shall give written notice by certified mail to the other of desire to change or cancel this Memorandum Agreement at least sixty (60) days, but not earlier than ninety (90) days prior to the termination date of a successor Master Agreement. All notices given by BAC Local 3, California to the Association shall constitute sufficient notice to the Contractor by BAC Local 3, California, provided that a notice to the Association by the Contractor shall not constitute sufficient notice of intent not to be bound by a new Master Agreement or renewal or extension of the Master Agreement and Trust Agreements.

Company Name _____

Print Name _____

Signature _____

Title _____

Date _____

Address _____

City and State and ZIP _____

Telephone _____

Fax _____

Contractors License No. _____ Class _____

BAC Local 3, California
Union Representative:

Name _____

Signature _____

Date _____

mmas00.doc

**Health and Welfare and Pension
Forms and Information:**

ALLIED ADMINISTRATORS

888 877-8363

**633 Battery Street, 2nd Floor
San Francisco, CA 94103**

Claims Address:

**P. O. Box 2500
San Francisco, CA 94126**

**BRICKLAYERS AND ALLIED
CRAFTWORKERS
LOCAL NO. 3 CA**

800 281-8781

**8400 Enterprise Way, #103
Oakland, CA 94621**