AGREEMENT

MAY 1, 2014 THROUGH APRIL 30, 2019

BY AND BETWEEN

BRICKLAYERS LOCAL UNION #3
OF CALIFORNIA, IUBAC, AFL-CIO
10806 Bigge Street
San Leandro, CA 94577
(510) 632-8781

AND

NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER
BARGAINING ASSOCIATION
2882 Grove Way, Castro Valley, CA 94546
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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of MAY 2014 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 "NCMCMBA"). The NCMCMBA is an unincorporated association consisting of the Northern California Mason Contractors Association and the Mason and Builders Association of California Inc. (hereinafter collectively and individually referred to as "Member Associations"). The term "employer" or "employers" 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 rights 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 this Agreement, and the term of any amendments, renewal, modifications or extensions of this Agreement.

Labor-Management Cooperation 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."

"WITNESSETH"

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 stoppages 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

Article I Sec. 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 following a 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 representative 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 (7th) seventh day following such employment. 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, and any supplements or amendments hereto, shall be binding on the heirs, successors and/or assigns of each party association, and their members, whether or not the membership continues. 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, the addition of new members to a partnership, or the creation of any new company or corporation that will perform work described in Article I, Section 4 of this Agreement for which the employer or any of the employer's owners are owners in whole or part. 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, sole proprietorships, or any other change of entity name or form; 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, pre-cast 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, including but not limited to, rain screen and ventilated façade 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 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. All washing down and pointing of all refractory work shall be performed by Brickmasons. All grinding and cutting out of all such work, pourable castables, ramming plastic, laying brick, welding and gunite work on refractories shall be performed by employees covered by this Agreement. Refractory and fireproofing materials for furnaces, heaters, boilers, stacks, ducts, and structures including but not limited to beams, columns, and vessel skirts. Welding and installation of all precast panels, masonry panels or other materials replacing masonry panels and all reinforcing and anchoring systems shall be done by members of the International Union of Bricklayer and Allied Craftworkers.

All dipping, setting, buttering, bedding, hanging, pointing, grouting, caulking, cutting, toothing, fitting, plumbing, aligning, laying, flagging, leveling, installing of gaskets and expansion joint materials, grinding, vibrating, tamping, guniting, pounding, insulating, and spraying of all refractory materials by all means including bolting and welding, ceramic welding, removal of existing refractory materials and anchoring systems, cleaning of masonry materials to be installed, final sandblasting of surfaces to receive refractory materials, installation of chemical coatings, fire-proofing, and membrane materials by any method required, surface spraying of all refractory materials, and cleaning of coke oven walls, chambers and flues. Temporary bracing in coke ovens repairs shall be done by employees represented by BAC.

If it is determined that any non-member of any BAC Local is found to have performed work covered under this Agreement, an equal amount of wages and benefit hours will be paid to members registered as out of work at the time of said infraction, and to be assessed at a one (1) to one (1) worker ratio. If another union is assigned and claims the work and it turns into a jurisdictional dispute, then this section does not apply.

Inspections on work performed by BAC members may be the work of BAC Journeyman Brickmasons.

J. In addition, such other construction work in this area that traditionally has been performed, as is the custom and practice, of the bricklayer, stone mason, cleaner, blocklayer, and refractory mason members of this Union.

K. 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, REST PERIODS, RECOVERY PERIODS, 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 straight time rate. A regular work week shall consist of five (5) regular work days totaling thirty-five (35) or forty (40) hours per week, Monday through Friday. The regular work day may begin at 7:00 a.m., 7:30 a.m., or 8:00 a.m. at the employer's option or the regular work day may begin between 5:00 a.m. and 7:00 a.m. upon mutual agreement between the Union and 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 at straight time may be agreed to by the Union and the employer, if the need arises.

B. Employees shall be entitled to 10 minute paid rest periods and 30 minute unpaid meal / lunch periods in accordance with the California Labor Code and Wage Order #16. Employees shall also be provided "recovery periods" to avoid heat-related illness for employees who work outside in accordance with section 226.7 of the California Labor Code. Any dispute regarding an alleged failure to provide rest periods, meal periods, or recovery periods as required by this Section or California law shall be resolved in accordance with Article IX (Grievance Joint Board And Arbitration) and shall not be the subject of a civil lawsuit, a Labor Commissioner complaint or any other legal proceeding. Any employee who does not receive rest periods, meal periods, or recovery periods as provided in this paragraph shall be entitled to whatever remedy, damages or penalty is provided in the California Labor Code and by Wage Order #16.

Section 2. WAGES

A. The wages and fringe benefits to be paid under this Agreement for work performed on or after May 1, 2014 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, except as set forth below. The $0.50 per hour increase to Pension for work performed by Journeypersons in Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Siskiyou, Solano, Sonoma and Trinity Counties will take effect on October 1, 2014 and will not be retroactive to May 1, 2014. Negotiated increases to the wage and benefit package effective May 1, 2015 and subsequent years will be allocated between existing taxable wages and fringe benefit rates at the sole discretion of the Union; provided, however, that the Health & Welfare increase cannot exceed $0.25 per hour in 2015; $0.50 per hour in 2016; $0.60 per hour in 2017; and $0.70 in 2018. Effective May 1, 2015 for the Counties of Monterey and Santa Cruz, the M.A.T.I Industry Fund Contribution shall be $0.15 per hour.

B. It is agreed that the additional pension contributions, designated in Appendix A as "unfunded liability defined benefit", in such amounts as may be determined from time to time by each relevant Board of Trustees, will be used to eliminate the current unfunded liabilities of the respective pension funds and for no other purpose.

C. If the actuarial value of the assets of any defined benefit plan exceeds 102.5% of that plan's liabilities, the Union shall have the right to reallocate the amount designated for unfunded liability as described in this Article II, Section 2B, to wages or other benefits. In the event that a plan's 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 would be reinstated for the purpose set forth in Article II Section 2B, beginning with the contributions for the month following notice to the Employers 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.

D. 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 established by the State or Federal Government to all employees on the project.

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.

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 a 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 now or 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 No. 3 Pension Trust, the Bricklayers & Allied Craftsmen, Local 16 Pension Trust Fund, the Bricklayers and Allied Craftworkers Local No. 3 Apprentice Training Trust, the International Union Of Bricklayers And Allied Craftworkers Pension Fund, the Bricklayers Local No. 3 Vacation And Holiday Fund, and the Masonry Industry Labor Management Cooperation Committee. Each employer hereby agrees that it does irrevocably designate and appoint the NCMCMBA, its Member Associations, and the employer-appointed trustees of the Trust Funds listed in the preceding sentence as its attorneys in fact for the selection, removal and substitution of trustees as provided in the Trust Agreements as may be hereinafter provided by or pursuant to said Trust Agreements.

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. Those amounts withheld shall be remitted by the employer with payment of the monthly Trust Fund contributions.

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 deductions 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 (9^{th}) and tenth (10th) hours of work Monday through Friday shall be paid for at one and one half (1½) 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 (1½) 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 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. All shifts worked outside of regular work day hours, as defined in Article II, Section 1A – Hours, shall receive shift pay in addition to, where applicable, overtime pay based on the shift rate of pay.

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 double the total taxable hourly wage rate.

d) Shift work at 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 the 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 (½) hour pay on any "unscheduled" overtime over nine and one half (9½) 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 (2) thirty minute (30) lunch breaks and breaks per state law on the Employer's time.

Section 6. HOLIDAY PAY

A. The recognized holidays are New Year's Day, 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

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. Foremen 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.

E. This section shall apply exclusively to refractory work. No foreman shall work with the tools upon any job where more than five (5) journeymen are employed. There shall be but one foreman over a crew. No employee shall receive orders from any person other than the foreman and the Employer; 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 of their crew or shift.

ARTICLE IV
TRAVEL, SUBSISTENCE, SPECIALTY PAY, SICK LEAVE AND SAN FRANCISCO FFWO

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' Licensing 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 places 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.

D. Effective retroactive to February 5, 2007, the Union hereby waives the benefit of San Francisco's paid sick leave ordinance, codified as Chapter 12W of the San Francisco Administrative Code. The Union also agrees to waive the benefit of any other paid sick leave statute or ordinance enacted by the State of California or any local governmental entity that may be lawfully waived by a collective bargaining representative.

E. Effective retroactive to February 14, 2014, the Union hereby waives the benefit of San Francisco's Family Friendly Workplace Ordinance (FFWO), codified as Chapter 12Z of the San Francisco Administrative Code.

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

The travel reimbursement shall increase $4.00 for each zone (excluding the less than 40 mile free zone) at such time, on or after May 1, 2011, that the California State average price per gallon of regular gasoline is $5.00 or more as established by the most current data published by the Energy Information Administration (www.eia.doe.gov/).

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 eighty-five dollars ($85.00) 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 $85.00 per day, calculated at the current published IRS rate on the day of travel involved as published at **www.irs.gov** 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 eighty-five ($85.00) 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. EMPLOYEE'S SPECIALTY PAY

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 two dollars ($2.00) per hour above the regular wage rate.

B. In addition to the daily allowance specified in the preceding paragraph, all employees hereunder working in direct contact with raw sewage shall receive an additional allowance of two dollars ($2.00) per hour above the regular wage rate.

C. Two dollars ($2.00) 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. Gunite nozzleman shall receive two dollars ($2.00) per hour above the regular wage rate.

E. Brickmasons performing any welding work requiring code certification, excluding stud guns, shall be paid $2.00 per hour above the journeyman scale.

F. When working on hot jobs where protective clothing is required, hot pay premium will be paid at double the taxable hourly wage rate.

G. On suspended platforms, twenty dollars ($20.00) per day over and above the regular daily wages shall be paid.

H. 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.

I. 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 as 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 (1/2) 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 payments 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 to the employee waiting time pay per the scheduled rate of wages per day for each day or portion thereof, not to 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 other 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 for work covered by this Agreement. In the event that said license expires or is suspended or cancelled, the Union shall be notified.

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 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. This section shall apply exclusively to refractory work. When the Employer needs an employee covered by this Agreement he shall notify the Union and, upon such notice being given, the Union agrees it will send qualified employees if they are available. Employer will make a concerted effort to hire from within the local jurisdiction, but in certain cases may have to hire from outside the local jurisdiction. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by, Union membership, By Laws, Rules or Regulations, Constitutional Provisions or any other aspect or obligation of Union membership, policies or requirements. Employers shall notify the Union when brickmasons travel into the 45 counties covered by this agreement. Employers shall notify the Union at least 48 hours before travelers are put to work. In case of emergencies during weekend, holidays or off hours, the contractor will contact the union within 8 hours.

I. 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, 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 wages 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 arrangement 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.

Violations of this "Section I" may, at the option of the Union, be processed under the grievance and arbitration provisions set forth in Article IX of this Agreement or may be the subject of a civil lawsuit. If the Union elects to process a violation of this Section I under the grievance and arbitration procedures set forth in Article IX, the limitations period for bringing such a grievance shall be the applicable statute of limitations for violation of a written contract and the Union may also seek in such a grievance union dues and initiation fees in addition to any other damages lost as a consequence of a violation of this Section I.

J. 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 and 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.

Section 2. Journeyperson and Apprentice Training and Safety Certification Program.

Labor and Management will work together with the Bricklayers & Allied Crafts Local No. 3 Apprentice Training Trust to implement the following training for members of the Union:

First Aid and CPR training and certification
OSHA 10 hour training and certification
Scaffold User Safety training
Fork Lift and Aerial lift safety training

The Union, employer associations and Employer will work together with the Apprentice Trust, and will use their best reasonable efforts, to create and implement this training. The parties will also work together with the Trustees of the Apprentice Trust to include in the Apprenticeship Standards, a requirement that all apprentices complete the above-listed training and certifications as a condition of their apprenticeship. The Union will also use its best reasonable efforts to inform Journeypersons of the training, make it available to them, and encourage them to participate in it. The Union's efforts with regard to the training shall not relieve any Employer from its legal obligations under federal, state or local law, nor shall the Union incur any liability arising out of such training or the absence of such training . The Union and the employer associations will cooperate with the Trustees of the Apprentice Trust in creating and maintaining a database of union member certifications. The parties recognize that most Journeypersons, on their own initiative, do not take advantage of the training offered to them at the Mason Development Center (MDC). The Union has therefore committed to developing a plan, in cooperation with the Employers, whereby the JATEC will fund complementary programs such as mobile training, including free meals and giveaways designed to incentivize employees to attend the training programs. Such a plan shall be developed and implemented no later than May 1, 2015.

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

Section 1. TRUST FUNDS

A. Monthly Reports
All employers shall be required to submit to the Trusts, for each and every calendar month, on a contribution form provided by the Trusts, a report of all covered hours worked by their employees, which is signed by the employer and accompanied by full payment of the contributions due. Such report shall be submitted regardless of whether that employer had any employees for that particular month; if no employees worked in a month, the report shall state "no employees" and be submitted to the Trusts. The report must be submitted to the Trusts before the fifteenth (15^{th}) 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. Contributions shall be mailed to the address designated by the Trusts, or transmitted electronically to the Trusts as determined by the Trust Funds, and if so elected by contractor.

B. Failure to Report or Pay

For any employer who fails to mail its report with full payment by the due date, the Union and/or each 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, liquidated damages and interest or other amounts due and owing by the employer. The Trust Funds thereafter may settle or compromise such legal action where they deem it to be in the best interest of the Trust Funds. 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, 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. Industry promotion contributions shall be paid by all employers at the rates specified in Appendix A and paid into the NCMCMBA's Fund.

C. Due Date

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 at the rates provided in Appendix A herein. 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 and interest shall be assessed.

D. Liquidated Damages and Interest on Late Payment

The NCMCMBA, each employer, 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 report 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 (10%) 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. It shall be 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, calculated from the day of delinquency until the contributions are paid in full.

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. In the event that the employer fails to remit payment of contributions, and any liquidated damages and interest due said delinquency shall be referred to counsel. In that event, the Employer shall be responsible for the payment of all attorney's fees and costs incurred to address the delinquency.

E. Audits of Records

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 a Trust or its authorized agent, 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 deemed by the Trust or its agent to be 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 a 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 NCMCMBA, the Union, the Trusts and each employer agrees 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 or otherwise requested to complete the audit.

F. Reciprocal Agreement
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. Discontinued Funds
With the exception of the Masonry Industry Fund, and Cash Bond Deposits, should any of the above Funds be discontinued for any reason, the contributions to such discontinued Fund or Funds shall be added to the wage rate.

ARTICLE VIII
SURETY BOND REQUIREMENT

A. The Trustees of the Trust Funds may, in the exercise of their reasonable discretion, require any employer to furnish a surety bond in the amount of $10,000.00 or such other amount so designated by the Trustees to guarantee compliance with the collective bargaining agreement and payment of wages and fringe benefits. An exit audit may be required of all employers before the surety bond is released.

B. The surety bond company used to comply with this guarantee must be acceptable to the Trustees. This bond must be evidenced by completion by the employer and its surety of the bond form attached to this Agreement. A bond containing terms different in any manner from that of the bond form attached to this Agreement is not acceptable. Said bond shall be filed with the Trusts' administrator.

C. 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 notify the Union if the employer returns to active status in this jurisdiction.

D. 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.

E. In the event an employer is not located in this jurisdiction and starts work on a project covered by this Agreement, which project will, in the opinion of the Trustees, be likely to be completed before the Trust Fund contribution 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 company bond in the amount of twenty-five thousand dollars ($25,000.00) to guarantee payment of contributions, any liquidated damages, interest or other fees 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 employers 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 this 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. Finally, upon 48 hours' written notice to the employer, the Union may refuse to man any job and may withdraw its members from any employer who failed to pay wages, gave a bad check, is delinquent in Trust Fund or other contributions required herein, or failed to comply with surety bond requirements, without presentation to the Joint Board in accordance with Article IX, Section E herein.

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 approval 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 paragraphs B and D of this Article.

C. The Joint Board shall have 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 remedies 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 shall be selected under the provisions 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 as set forth in Article V Section 1(H) or for the reasons set forth in subparagraphs (i) through (iv) below. Notwithstanding anything in this Agreement to the contrary, alleged violations for the reasons set forth in subparagraphs (i) through (iv) below need not be first presented to the Joint Board and may be resolved by other means, including civil lawsuit, without presentation to the Joint Board.

i. Failure to pay wages
ii. Giving a bad check
iii. Delinquent in contributions required by this Agreement
iv. Failure to comply with the surety 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 Bricklayers And Allied Crafts Local No. 3 Apprentice Training Trust.

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 its 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 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 assistance 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:
   a. 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.

   b. Employees will not report for work while impaired by alcohol or controlled substances.

D. Pre-Employment Testing
   a. 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.

b. 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

a. 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. Tests 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.

G. Employees may be required to take a physical examination, pulmonary function test, respirator fit test, back ground check or a drug screening test as a condition of employment when required by the customer, owner or awarding body. TWIC and RSO training may also be required by the customer.

ARTICLE XI
MOST FAVORED NATIONS CLAUSE

The Union shall request the consent of the NCMCMBA to any agreement by the Union to grant to any employer or Employer Association conditions more favorable than those set forth in this Agreement. Should the Union not obtain such consent in writing from the NCMCMBA then, and only then, the Union shall grant those same conditions to all contractors signatory to this agreement. If the Union grants more favorable conditions to any employer or employer association without the written consent of the NCMCMBA, the Union shall immediately notify the Association of same.

ARTICLE XII
TERM OF THIS AGREEMENT

A. The term of this Agreement shall be from MAY 1, 2014, through APRIL 30, 2019, 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 the NCMCMBA shall abide by all the terms and provisions of this Agreement until such time as this Agreement is terminated as hereinabove provided.

C. At any time in the year 2017, no earlier than June 1, 2017, either party may reopen the Agreement, upon thirty (30) days' written notice to the other party, for further negotiations concerning the possibility that the Health & Welfare Fund and/or the bargaining parties will be impacted by the Excise Tax / "Cadillac" tax in 2018 under the Affordable Care Act.

IN WITNESS of the foregoing, and in agreement therewith, we the undersigned authorized representatives of the parties to this Agreement hereby bind, by our signatures, the NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER BARGAINING ASSOCIATION, 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 ("NCMCMBA")

Ron Bennett

Kevin MacDonald

Billy Wells

Jeff Barber

Bob Mazza

Bob Filippi

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION NO 3 OF CALIFORNIA

Dave Jackson

Gary Peifer

Troy Garland

Randy Smith

Roger Walls

Brent Kirkes

Tom Lessard

Rock McKinley

APPENDIX A

to

COLLECTIVE BARGAINING AGREEMENT

by and between

NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER BARGAINING ASSOCIATION

and

BAC LOCAL #3

BRICKLAYER RATES

Appendix A

BRICKLAYER JOURNEYMAN AND APPRENTICE ALLOCATION Effective 10/01/14 through 04/30/15

Counties of: Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Siskiyou, Solano, Sonoma and Trinity.

Trade	Wage	Vac	Dues	Taxable Wage	H&W	Def. Ben.	Def. Cont.	IU Pen	Appr	IMI	Promo	LMCC	TOTAL
40% Apprentice	$ 14.23	1.00	.75	15.98	5.50	1.00		.52	.80	.24			$ 24.04
47.5% Apprentice	$ 17.23	1.00	.75	18.98	5.50	1.00		.52	.80	.27			$ 27.07
55% Apprentice	$ 20.23	1.00	.75	21.98	5.50	1.00		.52	.80	.30			$ 30.10
62.5% Apprentice	$ 23.23	1.00	.75	24.98	9.69	1.00		.52	.80	.37			$ 37.36
70% Apprentice	$ 26.22	1.00	.75	27.97	9.69	1.00		.52	.80	.40			$ 40.38
77.5% Apprentice	$ 29.22	1.00	.75	30.97	9.69	1.00		.52	.80	.43			$ 43.41
85% Apprentice	$ 32.22	1.00	.75	33.97	9.69	1.00		.52	.80	.46			$ 46.44
92.5% Apprentice	$ 34.21	2.00	.75	36.96	9.69	1.00		.52	.80	.49			$ 49.46
Brick SF/S Mateo-JM	$ 34.67	3.40	1.89	39.96	9.69	9.65	3.63	.52	.80	.65	.30	.30	$ 65.50
Future increases: Effective 5/01/15 $0.50; 5/01/16 $1.00; 5/01/17 $1.50; 5/01/18 $1.75;													

Counties of: Alameda, Contra Costa, San Benito and Santa Clara, Also new refractory rate for Solano county.

Trade	Wage	Vac	Dues	Taxable Wage	H&W	Def. Ben.	Def. Cont.	IU Pen	Appr	IMI	Promo	LMCC	TOTAL
40% Apprentice	$ 14.64	1.00	.75	16.39	5.50	1.00		.52	.80	.25			$ 24.46
47.5% Apprentice	$ 17.72	1.00	.75	19.47	5.50	1.00		.52	.80	.28			$ 27.57
55% Apprentice	$ 20.79	1.00	.75	22.54	5.50	1.00		.52	.80	.31			$ 30.67
62.5% Apprentice	$ 23.86	1.00	.75	25.61	9.69	1.00		.52	.80	.38			$ 38.00
70% Apprentice	$ 26.94	1.00	.75	28.69	9.69	1.00		.52	.80	.41			$ 41.11
77.5% Apprentice	$ 30.01	1.00	.75	31.76	9.69	1.00		.52	.80	.44			$ 44.21
85% Apprentice	$ 33.08	1.00	.75	34.83	9.69	1.00		.52	.80	.47			$ 47.31
92.5% Apprentice	$ 35.16	2.00	.75	37.91	9.69	1.00		.52	.80	.50			$ 50.42
Brick Oak/S Jose-JM	$ 36.16	3.00	1.82	40.98	9.69	5.85	3.63	.52	.80	.63	.30	.30	$ 62.70
Future increases: Effective 5/01/15 $1.00; 5/01/16 $1.00; 5/01/17 $1.50; 5/01/18 $1.75;													

Counties of: Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Stanislaus, Sutter, Tehema, Tuolumne, Yolo and Yuba.

Trade	Wage	Vac	Dues	Taxable Wage	H&W	Def. Ben.	Def. Cont.	IU Pen	Appr	IMI	Promo	LMCC	TOTAL
40% Apprentice	$ 12.84	1.00	.75	14.59	5.50	1.00		.52	.80	.23			$ 22.64
47.5% Apprentice	$ 15.58	1.00	.75	17.33	5.50	1.00		.52	.80	.25			$ 25.40
55% Apprentice	$ 18.31	1.00	.75	20.06	5.50	1.00		.52	.80	.28			$ 28.16
62.5% Apprentice	$ 21.05	1.00	.75	22.80	9.69	1.00		.52	.80	.35			$ 35.16
70% Apprentice	$ 23.79	1.00	.75	25.54	9.69	1.00		.52	.80	.38			$ 37.93
77.5% Apprentice	$ 26.52	1.00	.75	28.27	9.69	1.00		.52	.80	.41			$ 40.69
85% Apprentice	$ 29.26	1.00	.75	31.01	9.69	1.00		.52	.80	.43			$ 43.45
92.5% Apprentice	$ 31.99	1.00	.75	33.74	9.69	1.00		.52	.80	.46			$ 46.21
Brick Sac'to/Stock-JM	$ 32.31	2.50	1.67	36.48	9.69	6.60	1.98	.52	.80	.58	.30	.30	$ 57.25
Future increases: Effective 5/01/15 $1.00; 5/01/16 $1.00; 5/01/17 $1.50; 5/01/18 $1.75;													

Appendix A -continued

BRICKLAYER JOURNEYMAN AND APPRENTICE ALLOCATION Effective 10/01/14 through 04/30/15 2 of 2

Counties of: Fresno, Kings, Madera, Mariposa and Merced.

Trade	Wage	Vac	Dues	Taxable Wage	H&W	Def. Ben.	Def. Cont.	IU Pen	Appr	IMI	Promo	LMCC	TOTAL
40% Apprentice	$ 12.41	1.00	.75	14.16	5.50	1.00		.52	.80	.22			$ 22.20
47.5% Apprentice	$ 15.07	1.00	.75	16.82	5.50	1.00		.52	.80	.25			$ 24.89
55% Apprentice	$ 17.73	1.00	.75	19.48	5.50	1.00		.52	.80	.28			$ 27.58
62.5% Apprentice	$ 20.38	1.00	.75	22.13	9.69	1.00		.52	.80	.34			$ 34.48
70% Apprentice	$ 23.04	1.00	.75	24.79	9.69	1.00		.52	.80	.37			$ 37.17
77.5% Apprentice	$ 25.69	1.00	.75	27.44	9.69	1.00		.52	.80	.40			$ 39.85
85% Apprentice	$ 28.35	1.00	.75	30.10	9.69	1.00		.52	.80	.43			$ 42.54
92.5% Apprentice	$ 31.00	1.00	.75	32.75	9.69	1.00		.52	.80	.45			$ 45.21
Brick Fresno-JM	$ 31.77	2.00	1.64	35.41	9.69	6.01	2.26	1.16	.80	.57	.30	.30	$ 56.50
Future increases: Effective 5/01/15 $1.00; 5/01/16 $1.00; 5/01/17 $1.50; 5/01/18 $1.75;													

Counties of: Monterey and Santa Cruz

Trade	Wage	Vac	Dues	Taxable Wage	H&W	Def. Ben.	Def. Cont.	IU Pen	Appr	IMI	Promo	LMCC	TOTAL
40% Apprentice	$ 13.37	1.00	.75	15.12	5.50	1.85		.52	.80	.24			$ 24.03
47.5% Apprentice	$ 16.21	1.00	.75	17.96	5.50	1.85		.52	.80	.27			$ 26.90
55% Apprentice	$ 19.04	1.00	.75	20.79	5.50	1.85		.52	.80	.30			$ 29.76
62.5% Apprentice	$ 21.88	1.00	.75	23.63	9.69	1.85		.52	.80	.37			$ 36.86
70% Apprentice	$ 24.71	1.00	.75	26.46	9.69	1.85		.52	.80	.40			$ 39.72
77.5% Apprentice	$ 27.55	1.00	.75	29.30	9.69	1.85		.52	.80	.43			$ 42.59
85% Apprentice	$ 30.38	1.00	.75	32.13	9.69	1.85		.52	.80	.45			$ 45.44
92.5% Apprentice	$ 33.22	1.00	.75	34.97	9.69	1.85		.52	.80	.48			$ 48.31
Brick Monterey-JM	$ 34.02	2.00	1.78	37.80	9.69	8.75	2.58	.64	.80	.62	.00	.30	$ 61.18
Future increases: Effective 5/01/15 $1.00; 5/01/16 $1.00; 5/01/17 $1.50; 5/01/18 $1.75;													

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 trig until the line is up.)**

Section 9. Mortarboards 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 the 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 stonemasons 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 complete shut down of the job. When an employee is required to work through a forty five (45) minute lunch, per the California State Labor Code's provision for continuous production, that employee will be paid 1 hour of double time in addition to the employee's actual time worked.

Section 22. When craftworkers are required to pick up a time check or punch a time card for the convenience of the contractor's timekeeping, 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 materials 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 himself 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. Craftsmen 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 (l5) minutes to change clothing and clean tools, but must remain on the job until regular quitting time, unless excused by the foreman. All employees, when working on acid brick repair work boilers, furnaces, or stack repair work, where acid, fumes of acid or acid containing soot affect clothing, shall be supplied with protective clothing or paid for same. Material Safety Data Sheets (M.S.D.S.) will be on file for employee review.

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.

BOND NO.

Premium

Effective Date

SURETY BOND

Know all men by these presents:

That, we _____
Contractor's Firm Name

_____
Address

hereinafter referred to as "Principal" or "Contractor" 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 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 collective bargaining agreement between the Principal and Bricklayers Local 3, requires that each contractor post a surety bond executed by a Surety Company in the amount of Ten Thousand Dollars ($10,000.00) 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 include a guarantee of 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, interest, 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, interest,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 U.S. mail or certified mail to the last known address of the contractor, and/or by electronic mail,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, interest, 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 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___.

_____ _____
Contractor's Name State Contractor's License Number

_____
Contractor's Address

_____
Type Name of Surety

By:_____ Date:_____
Authorized Agent for Surety

Name & Title_____

All communication relative to the Bond shall be mailed to:

Bricklayers Local No. 3
10806 Bigge Street
San Leandro, CA 94577

MEMORANDUM AGREEMENT FOR INDIVIDUAL EMPLOYER

IT IS AGREED between the undersigned Employer and Bricklayers And Allied Craftworkers Union Local No. 3, California ("Union") in consideration of services performed and to be performed by masonry employees for the Contractor as follows:

1. The Employer agrees to comply with all of the terms, including wages, hours, and working conditions, as set forth in the Masons Master Agreement by and between the Northern California Mason Contractors Multi-Employer Bargaining Association ("NCMCMBA") and the Union, effective MAY 1, 2014 through April 30, 2019 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 "Masons Master Agreement" referred to in this Memorandum Agreement shall be that agreement described in paragraph 1 of this Memorandum Agreement or any other agreement designated in writing by the Union as the "Masons Master Agreement" for a term or period subsequent to April 30, 2013 by and between the Union and the NCMCMBA or any subsequent modification, changes, amendments, supplements, extensions or renewals of or to said designated Masons Master Agreement.

3. The Employer agrees to comply with all of the terms, including wages, hours, benefits, Trust Fund contributions and procedures, and working conditions of the Masons Master Agreement and any future modifications, changes, amendments, supplements, extensions or renewals of or to the Masons Master Agreement for the term thereof.

4. The Employer agrees that he or it does irrevocably designate and appoint the employer trustees of said Trust Funds mentioned in the Masons 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 as may be hereinafter provided by or pursuant to said Trust Agreements.

5. Each Employer 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 Masons 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 Memorandum Agreement shall remain in full force and effect from the date it is signed through to April 30, 2019, inclusive, and for the term of any successor Masons Master Agreement. The Employer does hereby authorize the NCMCMBA to represent the Employer in bargaining with the Union, unless the Employer has given written notice by certified mail to the Union of the Employer's desire to change or cancel this Memorandum Agreement at least sixty (60) days but not more than ninety (90) days prior to the termination date of the current Masons Master Agreement (eg. at least 60 days but not more than 90 days prior to April 30, 2019) or at least 60 days but not more than 90 days prior to the termination date of any successor Masons Master Agreement. All notices given by the Union to the NCMCMBA shall constitute sufficient notice to the Employer by the Union.

Company Name _____

Authorized Signature _____ Date_____

Print Name_____ Title_____

Address _____

City, State and ZIP _____

Telephone_____ Fax_____

Contractors License No. _____

Corporation/Sole Proprietorship/Partnership_____

Bricklayers & Allied Craftworkers Union Local No. 3, California

Signature _____

Name _____Date _____