MASTER

LABOR AGREEMENT

Between

THE TERRAZZO AND MOSAIC ASSOCIATION

And

BRICKLAYERS & ALLIED CRAFTWORKERS, LOCAL 3 -- CALIFORNIA

Effective July 1, 2014

Expires June 30, 2019

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ARTICLE I

SECTION 1. THIS AGREEMENT is made and entered into this 1st day of July 2014 by and between BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION No. 3 of California (hereinafter referred to as the "Union") and the TERRAZZO AND MOSAIC ASSOCIATION OF NORTHERN CALIFORNIA (hereinafter referred to as the" Association"). The term "employer" or "employers" as used herein shall mean any employer who has designated the above listed Association as its bargaining agent and any independent employer signatory to this Agreement.

This Agreement is binding on all employers who have delegated their bargaining right to the Association 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, the term of any amendments, renewal, modifications or extensions of this Agreement.

SECTION 2. Terrazzo 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 II
SCOPE OF AGREEMENT

SECTION 3. RECOGNITION OF UNION. Each employer signatory to this Agreement, whether as a member of either Association 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.

SECTION 4. RECOGNITION OF EMPLOYERS. The Union recognizes the Association and such other Employer Associations who become signatory hereto as the bargaining agent for (1) its Association

members (2) such other employers who authorize it to represent them, and (3) such other employers who may execute this Agreement or a counterpart hereof.

SECTION 5. GEOGRAPHIC JURISDICTION. This Agreement shall apply to all work covered by this Agreement within the 46 Northern California Counties: 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, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare and Tuolumne Yolo and Yuba.

SECTION 6. WORK JURISDICTION. This Agreement covers the setting, installation and/or finishing, refinishing and restoration of all classes of Terrazzo and Mosaic, whether interior or exterior, new construction, remodel, alteration or repair, and covers all of such work of the individual employer performed at the jobsite, or elsewhere. At the Employer's option, this Agreement can also cover such work performed in the shop. This agreement covers concrete grinding, polishing and sealing of concrete. The Employer agrees to assign to employees represented by the Union all work covered by this Agreement.

SECTION 7. CLASSIFICATIONS OF EMPLOYEES:

A. Terrazzo Mechanic. The laying of all Terrazzo and Mosaic where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, fascia, newel soffits, window stools and aprons, etc., also to prepare and set all concrete, cement, temporary grounds where projection in Terrazzo occurs, or other foundations or materials that may be required to properly set and complete such work, the laying or bedding of all Terrazzo and Mosaic with any other material required in connection with the above work, the building, shaping, forming and construction of all work, concrete grinding to expose aggregate, polishing and sealing of concrete, and all work incidental thereto except such pre-cast materials controlled and awarded to other branches of the IUBAC.

B. Terrazzo Finisher. The established customs of the Terrazzo and Mosaic trade as to laying, grinding, grouting, handling of materials, etc., by the Finishers shall be maintained, and this Agreement shall cover all such work including among other things; the handling after delivery at the building site of all materials used for Terrazzo and Mosaic work, including without limitation, thin set materials and other substitutes; preparing, mixing by hand or machine, and distributing of all kinds of concrete foundation necessary, and all scratch coat used on Terrazzo and Mosaic work and substitutes therefore, or any composition used for such purpose; also the helping with the sand bed, tar paper and wire mesh; concrete grinding to expose aggregate, polishing and sealing of concrete; also rubbing, applying protective materials for grinding, sealing and cleaning, and finishing of same at the building site, either by hand or machine, shall be the work of the Finisher.

C. Base Machine Operator. The work consists of grinding all base, treads and risers, stringers, wainscoting and borders; concrete grinding to expose aggregate of concrete. Only those employees who have been expressly authorized by the Individual Employer to use the base machine shall be entitled to receive the Base Machine Operator's rate of pay.

SECTION 8. MATERIALS.

A. Terrazzo. It shall be understood that the word "Terrazzo" refers to any kind of aggregates, whether crushed or manufactured and then crushed, regardless of the material they are made of or the name they may be called, and then mixed with cement or any other binding material in the right proportions in the regular way at the building, laid or installed to form a finish for any exposed surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, window stools and aprons, toilets, bath and shower partitions, mullion caps, cornices, etc., and all places where Terrazzo may be used to form a finished surface for practical use, sanitary finish or decorative purposes when installed by the usual Terrazzo or Mosaic methods. All work incidental to the foregoing shall also be embraced within the word "Terrazzo". Notwithstanding the foregoing provisions, no employee shall be permitted or required to install or set Precast Terrazzo or Mosaic which is within the

jurisdiction and coverage of an agreement negotiated by another branch or branches of the I.U. of B.A.C. controlling the same.

B. Mosaic. It shall be understood that the word "Mosaic" refers to all kinds of Mosaic made of marble, stone, venetian enamel, venetian enamel type, or colored glass, whether mounted on paper or set loose (by hand) at the buildings, laid or installed to form a finish for any exposed surface, whether upon interior or exterior surface, floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all those places where Mosaic may be used to form a finished surface for practical use, sanitary finish or decorative purposes when installed by the usual Terrazzo or Mosaic methods.

C. New Materials and Processes. The Parties recognize that as a result of research and development new materials and processes are constantly being introduced in the Terrazzo industry, supplanting and replacing traditional materials and methods. It is therefore agreed that all new materials and new processes constituting substitutions for traditional materials and processes in Terrazzo installations shall be deemed as coming within the provisions of this section.

D. Jurisdictional Disputes. The employers will cooperate to avoid jurisdictional disputes by endeavoring to assign work to employees represented by branches of the IUBAC in accordance with published jurisdictional awards of the IUBAC and the National Joint Board for the Settlement of Jurisdiction Disputes in the Building and Construction Industry.

SECTION 9. MOST FAVORED NATION CLAUSE. Should the Union at any time during the existence of this Agreement grant more favorable conditions to any Employer, the Union agrees to grant those conditions to all Employers signatory to this Agreement. This provision shall not pertain to **ARTICLE XV** (Work Preservation).

ARTICLE III
SUBCONTRACTING

SECTION 10. The terms and conditions of this Agreement, insofar as they may affect the Employer, shall apply equally to any subcontractor working under contract with, or under the control of such Employer upon any of the work covered by this Agreement which is to be performed at the site of construction, alteration, or repair of any building, structure or other work and said subcontractor, with respect to such work, shall be considered the same as the Employer covered hereby.

SECTION 11. Should an Employer subcontract any such work, provision shall be made in the subcontract for the observance by the subcontractor of all of the terms and conditions of this Agreement.

SECTION 12. A subcontractor is defined as any person (other than an employee covered by this Agreement), firm or corporation who or which agree, orally or in writing, to perform for or on behalf of any Employer any part of the work covered by this Agreement.

SECTION 13. *An* Employer who has complied with the requirements for subcontracting shall *nevertheless* be liable to the Union or to any employee for any default of his subcontractor in the performance of the terms and conditions of this Agreement, *unless* the following language is contained in the contract:

> **Agreement:** In consideration of Employer entering into this Agreement, Subcontractor agrees that in the performance of all work hereunder, Subcontractor will be bound by and comply with all terms and conditions of the Collective Bargaining Agreement between **LOCAL 3 CALIFORNIA BRICKLAYERS AND ALLIED CRAFTWORKERS** and the **TERRAZZO AND MOSAIC ASSOCIATION.**
>
> Date: _____
>
> By: _____
> Subcontractors Signature

SECTION 14. If the Employer fails to comply with the requirements for subcontracting it shall be liable for the payment of all wage and fringe benefits covered by this agreement and not paid by its subcontractor or its assign.

ARTICLE IV
EMPLOYMENT

SECTION 15. HIRING. The Employer must secure all employees required in the performance of the work covered by this Agreement through the Employment Office of the Union, and the Union agrees to furnish employees, if available, within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) of the time they are requested by the Employer. In the event the Union should be unable to furnish employees within the time so limited, the Employer shall be free to secure employees elsewhere, but not in excess of the number originally requested, and shall immediately notify the Employment Office of the Union of the names, Social Security numbers, addresses and dates of hire of any such employees.

SECTION 16. RIGHT OF REJECTION. The Employer may reject any employee or applicant for employment referred by the Employment Office of the Union.

SECTION 17. NUMBER OF EMPLOYEES. There shall be no limitation as to the number of employees to be employed on any job, this being a matter to be determined by the Employer's good judgment.

SECTION 18. RATIO OF EMPLOYEES.
The ratio of Terrazzo Finisher hours to Terrazzo Mechanic hours shall not exceed two (2) to one (1).

SECTION 19. OUTSIDE CONTRACTORS. An Employer whose permanent yard or shop is located outside the geographic area covered by this Agreement (Outside Employer) coming into this jurisdiction shall be permitted to bring one employee (supervisor or worker), provided such Employer notifies the Employment Office at least twenty-four (24) hours before the start of any work and provided further that all other workers shall be selected and work pursuant to this Agreement.

SECTION 20. UNION SECURITY.

A. All employees shall be required as a condition of employment to apply for and become members of, and to maintain membership in, the Union within seven (7) days following the commencement of their employment or the date of execution of this Agreement, whichever is later.

B. In the event that any employee fails to tender the dues or initiation fees, the Union shall notify the Employer in writing and such notice shall constitute a request to the Employer to discharge said employee within twenty-four (24) hours and said Employer must discharge said employee. In the event the Employer refuses to discharge said employee as above required, the Union shall be free to take economic action against said Employer, including but not limited to the removal of employees from the Employer's job.

SECTION 21. UNION HIRING PROCEDURE. The Union shall maintain a nondiscriminatory hiring and dispatch procedure consistent with the requirements of the National Labor Relations Act and the Equal Employment Opportunities Act.

SECTION 22. REQUESTS BY NAME. An Employer may request the dispatch of a particular employee by name but only if **(1)** the employee has completed his period of training as an Apprentice Mechanic or Finisher; **(2)** is registered and available for employment; and **(3)** has worked for the Employer requesting the dispatch at least once within the two (2) year period prior to the request for dispatch by name.

SECTION 23. REQUESTS FOR SPECIFIC SKILL. An Employer may request the dispatch of an employee possessing a particular skill or ability.

SECTION 24. ORDERS TO WORKERS. All orders to workers including discharge shall be given by the Employer or foreman.

SECTION 25. NON-DISCRIMINATION. Each Employer, in hiring or laying off employees, shall not discriminate against any employee by reason of membership or non-membership in any labor organization nor shall any employee be discharged because of activity on behalf of any labor organization. The parties agree that there shall be no discrimination based on race, creed, national origin, sex, age, or any other basis prohibited by law. The employer shall be the sole judge as to the qualifications of any employee.

SECTION 26. JUST CAUSE. No employee shall be discharged except for just causes. Lack of work, intoxication, dishonesty, gross misconduct or performance and such other matters as are traditionally considered to be inappropriate or offensive behavior by an employee shall be included within the meaning of just cause, but the term "just cause" shall not be limited to the above itemization.

SECTION 27. DEFECTIVE WORKMANSHIP. The Union assumes no responsibility for defective workmanship and does not guarantee expressly or impliedly the qualifications of any employee dispatched to perform work.

SECTION 28. EMPLOYMENT GRIEVANCES.

A. If an Employer hires without observing the provisions of this Article, it shall upon demand of the Union, lay off any person so employed and the matter shall be subject to the grievance procedure of **ARTICLE V.**

B. Any employee or applicant for employment who is aggrieved by the application to himself/herself of any of the provisions of this Article, excepting only **SECTION 20** (Union Security) thereof, may submit a grievance to the Joint Arbitration Board. Such grievance must be submitted in writing within forty (40) working days of the occurrence giving rise thereto, failing which the grievance shall be deemed waived.

ARTICLE V
GRIEVANCE AND ARBITRATION

SECTION 29. A Joint Arbitration Board shall be established, consisting of *two* (2) members designated by the Employers and *two* (2) members designated by the Union. The Board shall have the power to hear and adjust disputes arising between the Union and the Association or Individual Employer involving the interpretation, application and enforcement of any provisions of this Agreement. All complaints of alleged violations of the Agreement between the parties hereto, shall be referred to the Joint Arbitration Board in writing within forty (40) working days of the event(s) giving rise to the alleged violation, except that either the Union or the individual Employer can elect to bypass the Joint Arbitration Board and have the complaint resolved by an impartial arbitrator under Section 30. If the complaint goes to the Joint Arbitration Board, and it is able to reach a decision, and its decision shall be final and binding on both parties and shall be subject to enforcement in any court of competent jurisdiction. The Joint Arbitration Board shall meet within ten (10) business days of a request by either party for such a meeting.

SECTION 30. In the event that the Joint Arbitration Board is unable to agree within ten (10) days on any matter referred to it, or in the event that either the Union or the individual Employer elects to bypass the Joint Arbitration Board, then it is agreed that the matter shall be submitted to an impartial arbitrator whose decision shall be final and binding. Said arbitrator shall be selected from a panel of five (5) names to be supplied by the Federal Mediation and Conciliation Service. The arbitrator will be selected by alternately striking names from the panel submitted by the Federal Mediation and Conciliation Service. Pending decision of the arbitrator, status quo at the time of the disagreement shall be maintained. The authority of the arbitrator shall be limited to interpreting and applying the provisions of this Agreement.

ARTICLE VI
EMPLOYERS

SECTION 31. CONTRACTOR LICENSE. An Employer can only become a party to this agreement if such Employer possesses the proper state contractor license for terrazzo.

SECTION 32. EMPLOYER WORKING WITH THE TOOLS.

A. No more than one (1) owner, if the Employer is a corporation or sole proprietorship, or one (1) partner, if the Employer is a partnership or joint venture, may regularly perform work covered by this Agreement.

B. Any Employer found guilty by the Joint Arbitration Board of violating the provisions of section 32 A may have the privilege of working with the tools revoked.

SECTION 33. FRINGE BENEFITS FOR WORKING EMPLOYERS. No fringe benefits will be due on behalf of the one (1) owner or partner permitted to work with the tools

ARTICLE VII
FOREMAN

SECTION 34. The Employer shall be in full charge of its own work, in compliance with the terms and conditions of this Agreement.

SECTION 35. When at least two (2) Mechanics and (3) three Finishers are working on any one (1) job, the Employer shall designate one (1) of the Mechanics as foreman. The foreman shall receive seven dollars and fifty cents ($7.50) per hour over the journeyman hourly wage rate. Foremen supervising ten (10) or more employees covered by this Agreement shall receive nine dollars ($9.00) per hour over the journeyman hourly wage rate. Upon written agreement between the Employer and the foreman, a copy of which must be provided to the Union, the Employer can provide the foreman with a truck and a gas card, and receive a credit of seven dollars and fifty cents ($7.50) per hour against the foregoing foreman's premium. In that event, it shall be the Employer's responsibility to create and maintain documentation of the agreement and of the foreman's use of the vehicle and gas card.

SECTION 36. The foreman will be the agent of the Employer in the supervision of work. The foreman must be an experienced and practical Terrazzo or Mosaic worker and a member of BAC Local 3 CA.

ARTICLE VIII
STEWARDS

SECTION 37.

A. APPOINTMENT. The Union shall have the right to appoint or elect Job or Shop Stewards as it sees fit. The Employer may not lay off or discharge such Steward if it has been notified of his/her name and appointment by the Union in writing, except upon 48 hours notice in writing to the Union, or for just cause. The Employer shall not discriminate against a Shop Steward or lay him/her off before the completion of the job because of any action taken by the Steward in the performance of his/her duties or in the enforcement of this Agreement.

B. DUTIES. The Shop Steward is to receive grievances and disputes from employees and report then to the Field Representative of the Union as soon as practical. The Steward shall see that all terms of this Agreement are complied with, including the proper observation of the coffee break.

ARTICLE IX
APPRENTICES

SECTION 38. PURPOSE. In order to train sufficient skilled mechanics and finishers 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.

SECTION 39. RATIO OF APPRENTICES TO JOURNEYMEN. The maximum ratio of apprentice hours to journeyman hours shall be no greater than one to three. 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 40. TERM. Apprentice Mechanics and Finishers shall serve the term of apprenticeship approved by the California Division of Apprenticeship Standards.

SECTION 41. APPRENTICE WAGE RATE. The rate of wages and fringe benefits for apprentices shall be as set out in Appendixes A and B.

ARTICLE X
SAFETY, TOOLS AND EQUIPMENT

SECTION 42. Employer shall abide by all State and Federal OSHA regulations.

SECTION 43. HAZARDOUS MATERIALS. Whenever employees are required to work with materials or other products, which are dangerous or harmful to human health or safety, the Individual Employer shall furnish them with whatever protective clothing or equipment is required by applicable law and regulations. Materials and products that may cause silicosis and other respiratory diseases are specifically included

SECTION 44. EMPLOYEE TOOLS. Employees shall furnish their own pliers, screwdrivers, pointing and grouting trowels, hammers, and rubber footwear; all other tools and equipment shall be furnished by the Individual Employer.

ARTICLE XI
WAGES, HOURS AND WORKING CONDITIONS

SECTION 45. PIECEWORK. There shall be no limitation on the amount of work an employee shall perform during the day, or of the use of machinery or tools, and the Employer shall not, directly or indirectly, establish a quota for the employee to fulfill in the performance of work.

SECTION 46. NO INDIVIDUAL CONTRACTS. No Employer and employee shall bargain or contract with each other to do work covered by this Agreement or to do a certain piece of work in a designated time. This bargaining or contracting is "Piece Work" which is not permitted under this Agreement.

SECTION 47. WORK DAY/WORK WEEK.

A. Seven (7) Hour Day. The regular work day shall be seven (7) continuous hours, except for one-half hour off for lunch, commencing no earlier than 6:00 a.m. and ending no later than 5:00 p.m., as agreed upon between Employer and employee.

B. Eight (8) Hour Day. Employees may voluntarily agree to work an eight (8) hour day. No employee shall be disciplined or discriminated against because he/she wishes to work only a seven (7) hour day.

C. WORK WEEK. The regular work week shall be five (5) days, Monday through Friday, inclusive,

SECTION 48. SHIFTS.

A. When more than one shift per day is required, the rate of pay of each shift shall be based upon the regular straight time hourly rates set forth in this Agreement, except that employees on the second and third shifts Terrazzo Mechanics shall be paid an additional $8.00 per hour and Terrazzo Finishers shall be paid an additional $5.00 per hour. No employee shall work or be required to work more than one shift in any one twenty-four (24) hour day. The rate of pay for Overtime pay on shifts shall include the employee's base rate, as set out in the appropriate Appendix, plus the premium provided for in this sub-paragraph.

B. On work in an occupied building, the Employer may work employees on a second shift without working a first shift. In such cases, Terrazzo Mechanics shall be paid an additional $8.00 per hour and Terrazzo Finishers shall be paid an additional $5.00 per hour over the regular rate of pay for the first seven hours worked.

SECTION 49. HOLIDAYS. Holidays shall be New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day. If a Holiday falls on a Saturday, the prior Friday will be considered a holiday. If a Holiday falls on a Sunday, the following Monday will be considered a holiday.

SECTION 50. PAYCHECKS.

A. All Employees must be paid with a regular printed payroll check on the job, if the men are working, or at a mutually agreed place if the men are not working, and in either case not later than one-half hour (1/2) before quitting time on each and every Friday, excepting, however, when Friday falls on a holiday the employees will be paid on the day prior thereto. In no event shall the Employer hold back more than three (3) days wages. If the employer mails paychecks, paychecks must be postmarked and mailed by *the 3rd day.* In the event payday is not observed as herein stated, the Employer will pay to the employee waiting time as per scheduled rate of wages per day for each day or portion thereof, not to exceed one (1) shifts pay 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.

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

C. Data contained on employee check stubs shall conform to the requirements of the California Labor Code.

SECTION 51. WAGE RATES.

A. The minimum straight time hourly wage rates and fringe benefits for employees performing the work covered by this Agreement are as shown in Appendixes A and B of this Agreement.

1. FUTURE WAGE INCREASES. Effective on the indicated dates the Total Cost Package for employees in the following classifications shall increase the following amounts per hour:

	TERRAZZO MECHANICS	TERRAZZO FINISHERS
July 1, 2014	$1.00	$1.22
July 1, 2015	$1.25	$0.75
July 1, 2016	$1.50	$1.00

July 1, 2017	$1.75	$1.00
July 1, 2018	$2.00	$1.25

2. BASE MACHINE OPERATORS. Base Machine Operators shall receive an additional $2.00 per hour in wages.

3. ALLOCATION OF INCREASES. The increases described in this subparagraph shall be allocated between the taxable wage rate and fringe benefits at the sole discretion of the Union. Existing fringe benefits shall be deemed to include the I.M.I.

4. PRECAST EMPLOYEE WAGE RATES. Employees performing work covered by this Agreement in a precast shop shall be compensated at the applicable rates provided in this Agreement for the time actually worked on Precast.

SECTION 52. WAIVER OF SAN FRANCISCO PAID SICK LEAVE ORDINANCE AND FAMILY FRIENDLY WORKPLACE ORDINANCE. 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.

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 53. OVERTIME.

A. The first three (3) hours worked after the regular seven (7) hour workday or shift shall be paid at the rate of one and one-half (1 1/2) times the regular straight time rate, and thereafter at double the regular straight time rate. The first two (2) hours worked after the regular eight (8) hour workday or shift shall be paid at the rate of one and one-half (1 1/2) times the regular straight time rate, and thereafter at double the regular straight time rate.

B. On Saturday, eight (8) continuous hours worked, except one half hour for lunch, between 6:00 a.m. and 5:00 p.m. shall also be paid at the rate of one and one-half (1 1/2) times the regular straight time rate. All other time worked on Saturdays and all times worked on Sundays and holidays shall be at double the straight time rate of pay.

C. See **SECTION 47** for seven (7) hour work day and when eight (8) hour work day may be worked.

D. All overtime hours paid shall include vacation, which shall be paid at the straight rate.

E. Fringe benefits on overtime work shall be paid at straight time.

SECTION 54. REST PERIOD, MEAL PERIOD, AND RECOVERY PERIOD. 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. 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 breaks to prevent complete shut down of the job. 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 disputes 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 V (Grievance 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 meal periods, rest 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 IWC Wage Order #16.

SECTION 55. SHOW-UP PAY. Employees ordered to report for work shall be paid two (2) hours show-up time if not employed that day.

SECTION 56. PARKING -- BRIDGE TOLLS -- PUBLIC TRANSPORTATION.

A. PARKING. When an employee is required to park his/her automobile in a public parking lot in a metropolitan area, the employee shall be reimbursed by the Employer, upon presentation of the parking receipt, with the employee's current time card.

B. BRIDGE TOLLS. Bridge tolls shall be paid by the Employer, upon presentation of the bridge toll receipts, with the employee's current time card

C. PUBLIC TRANSPORTATION. When free parking is not provided or available, employees who use public transportation to get to the job, shall be reimbursed, up to ten dollars ($10.00) per day, upon presentation of the receipt therefore, with the employees current time card.

SECTION 57. TRAVELING CONTRACTORS. When the Employer has any of the work covered by this Agreement to be performed outside the area covered by this Agreement but within the area covered by an agreement of another affiliate of the International Union of Bricklayers and Allied Craftworkers, the Employer agrees to abide by the full terms and conditions of the Agreement in effect in the jobsite area. Employees covered by this Agreement who are sent to projects outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Appendixes A, and B hereto but in no case less than the established minimum wage scale of the local Agreement covering the territory in which such work is being performed plus all contributions specified in the local jobsite agreement. The Employer shall in all other matters be governed by the provisions established in the jobsite local agreement. If employees are sent to work on a project in an area where there is no local agreement covering the work specified in **SECTIONS 7 AND 8** of this Agreement, the full terms and conditions of this Agreement shall apply.

ARTICLE XII
TRAVEL AND SUBSISTENCE

SECTION 58. Method of determination.

A. For the purpose of determining travel and subsistence reimbursement, all employees required to travel more than forty (40) miles from the employer's principle place of business 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 principle 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.

SECTION 59. TRAVEL

A. Travel Reimbursement shall be the following:

Less than 40 miles	Free zone
41 to 50 miles	$20.00 per day
51 to 60 miles	$24.00 per day
61 to 70 miles	$28.00 per day

71 to 80 miles	$32.00 per day
Over 80 miles	**Subsistence**

SECTION 60. SUBSISTENCE.

A. On all jobs beyond eighty (80) miles from the employers principle place of business is located, the employee shall receive a subsistence allowance of eighty five dollars ($85.00) per day for five (5) days per week. If the employee stays in the area of the jobsite on Saturday and Sunday and presents a receipt or receipts documenting such, then subsistence shall be eighty five dollars ($85.00) per day for seven (7) days per week, in addition to transportation and travel time at straight time to and from the job, once at the beginning and once at the conclusion of employment on the job.

B. In determining the number of days of subsistence, holidays shall be included when the employee is required to report, and does in fact report, for work on the last regular working day before, and the next regular working day after the holiday.

C. An Employee entitled to subsistence shall also receive payment for travel time to the job at straight time wages, once at the beginning of the job, and once at the conclusion of his/her employment on the job.

D. In the event that an employee's reasonable and actual expenditures exceed the appropriate subsistence rate provided herein, the Employer shall pay all sums in excess of the appropriate subsistence rate upon the presentation of receipts reflecting expenditures in excess of the appropriate subsistence rate for food and lodging. An employer may provide lodging to an employee, but this does not relieve their requirement of paying employee $85 subsistence per day.

E. In the event an employee is ordered to work on a job in a subsistence area, which will last more than seven (7) calendar days, the Individual Employer shall, if the employee so requests, pay subsistence in advance in one week intervals. The employee shall receipt in writing for said payment.

ARTICLE XIII
TRUST FUNDS AND FRINGE BENEFIT CONTRIBUTIONS

SECTION 61. TRUST AGREEMENTS. 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 trust fund associated with the Union, for the fringe benefits described in Appendixes A and B. 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 and Allied Craftworkers Local No. 3 Apprentice Training Trust and the International Union Of Bricklayers And Allied Craftworkers Pension Fund. Each employer hereby agrees that it does irrevocably designate and appoint the Association 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.

SECTION 62. Each Individual Employer hereby acknowledges receipt of the various trust agreements specified in SECTION 61, as amended, or has been advised of the right to request copies of the trust agreements from the Trust Fund Administrator.

SECTION 63. CONTRIBUTIONS. On or before the fifteenth (15th) day of each month, the Individual Employer shall pay to the various Trust Funds the amounts specified in Appendixes A and B and such further amounts as may be allocated in accordance with SECTION 51 (Wage Rates) for each hour worked on work covered by this Agreement by each of its employees in the preceding month, or for which such employees were entitled to be paid in the preceding month. All amounts specified as due for "vacation" benefits in Appendices A and B, and such further amounts as may be allocated as "vacation" benefits in accordance with SECTION 51 ("Wage Rates"), shall be paid by the Individual Employer on or before the

15th day of each month for each hour worked by each of its employees in the preceding month, or for which such employees were entitled to be paid in the preceding month, shall be made to the administrator designated from time to time by the union for deposit in accounts in the name of each employee with the Operating Engineers Local Union No. 3 Federal Credit Union (the "Credit Union").

SECTION 64. LIQUIDATED DAMAGES. It is agreed that timely payment to the trust funds provided for in this Agreement is essential for the protection of the beneficiaries and that delinquent contributions entail additional trust administration expenses. Since the exact amount of monetary damages to the beneficiaries and the additional cost of trust administration are impossible to measure, liquidated damages for delinquent contributions shall be reasonably estimated to be assessed as follows: For any amount which is delinquent thirty (30) days or less, liquidated damages shall be assessed in the amount of $100.00 or 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. For good cause shown, on not more than one occasion per year, an Individual Employer may petition the Trust Fund Trustees for relief from the imposition of liquidated damages. Such amount shall become due and payable to the Trusts by the delinquent employer as liquidated damages and not as a penalty and payable at the place where the contribution is payable upon the day immediately following the date on which the contribution became delinquent.

SECTION 65. LITIGATION COSTS AND ATTORNEY'S FEES. If it becomes necessary for the trustees to engage legal counsel or initiate litigation to recover unpaid contributions, to obtain the employer's records for audit, or to receive monthly reporting forms, the Individual Employer shall pay, in addition to the principal amount of fringe benefit contributions and liquidated damages, pre-judgment interest at the rate of ten percent (10%) per annum, attorney's fees, court costs, audit costs and any other costs or expenses incurred by the Trust Funds in connection with such suit, claim or demand. Litigation may be initiated for any violation of this Article XIII without prior recourse to the grievance and arbitration provisions of this Agreement.

SECTION 66. AUDITS. The Trustees of any Trust Fund under this Agreement or their designated agent may inspect or audit the payroll and other relevant records of any Employer at any reasonable time for the purpose of ascertaining whether contributions to the Trust Funds have been made as required by this Agreement. Should it be determined by the Trustees that such contributions have not been made, the Employer shall be liable for the unpaid or underpaid contributions, liquidated damages and interest thereon, together with the cost of such inspection or audit, if the audit discloses the additional contributions due to be in excess of contributions paid by the Employer for work performed during the period of the audit. The information and records provided to the Trustees or their auditor will not be disclosed to third parties, except as necessary to enforce the terms of this Agreement. As a matter of generally recommended fiduciary policy, the Trustees shall arrange for random audits to be conducted from time to time upon Employers signatory to this Agreement.

SECTION 67. RECIPROCITY.

A. Within the 46 Counties. It is recognized that employees covered by this Agreement may have established eligibility for Health & Welfare Benefits and/or commenced to accumulate vesting credits for Pension Benefits under a Trust Agreement other than those specified in SECTION 61 and therefore it is agreed that contributions for Pension and Health & Welfare Benefits paid on behalf of such employees will be transferred to the appropriate Trust Funds where such employee has established such eligibility and/or commenced to accumulate vesting for Pension Benefits. If the employee has not established Health & Welfare eligibility or commenced the accumulation of Pension vesting credits under one of said Trust Agreements, contributions for Pension and Health & Welfare benefits of behalf of such employee will be deposited into the Trust Funds specified in SECTION 61 as determined by the Union and the Association. Contributions for promotion fund shall be paid into the Association's promotion fund.

B. Reciprocity Agreements Between Trust Funds. In the event the Trust Funds enter into or have entered into Reciprocity Agreements permitting the payment of certain fringe benefit contributions to the home trust of any employee temporarily working in the geographic or trade jurisdictions covered by

other Trust Funds, payment shall be made according to such Reciprocity Agreements that are agreed to by the Trustees of each home trust, provided further that such trusts are qualified under the provisions of the applicable Internal Revenue Code regulations permitting the payments to be tax deductible by the Employer.

SECTION 68. RIGHT TO STRIKE DELINQUENT EMPLOYER. Notwithstanding anything contained herein, it is agreed that in the event any Employer is delinquent in the payment of his contributions to the health and welfare, pension and/or other funds created under this Agreement that his employees and/or their representatives may, after forty-eight (48) hours written strike notice given the Employer by Union, take such reasonable and necessary action against the Employer as may be necessary until such delinquent payments are made.

SECTION 69. The Union may, without recourse to the grievance and arbitration procedures set forth in this Agreement but only after consulting with the Association, withdraw the employees of, or refuse to dispatch to, any Employer until such time as it has complied with the requirements of **ARTICLE XIII.**

SECTION 70. PERFORMANCE BOND AND CASH BOND GUARANTEE. Any Individual Employer, whether a member of the Association or otherwise, shall, upon demand by the Union, be required to post a surety bond in the sum of $10,000.00, or to deposit an equivalent amount of cash into the Cash Bond Fund established by the Trusts to guarantee the payment of wages, fringe benefits liquidated damages, and interest. If a surety bond company is used to comply with this guarantee, such company 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.

A. Return of Bond or Cash Bond. A bond or cash bond may be returned to the employer who is no longer obligated under the terms of this Agreement or any subsequent Agreement. An exit audit may be required of all employers before receiving a refund of the employer's cash bond deposit. Any interest or other increment earned by the cash bond deposits shall be used by the Bricklayers Local 3 Health & Welfare Trust Fund to defray the costs of administering the Cash Bond Fund and the cost of acting as the collection agency for the fringe contributions. In no event shall any employer be entitled to receive any of the interest increment earned by cash bond deposit. Funds not claimed in the Cash Bond Fund for six (6) years shall revert to the Bricklayers Local 3 Health & Welfare Trust Fund and be used to defray expenses.

B. Inactive Employers. 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. 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. Upon return to active status from inactive status, the employer further agrees to replenish his said employer's cash deposit in the Cash Bond Fund, so as to equal the $10,000.00 bond sum required.

C. Out of Jurisdiction Employer. 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 file contribution reports and pay contributions weekly after five (5) days notice to such employers by the Health & Welfare Fund Trustee. Trustees may, in addition, require 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, liquidated damages, and delinquency charges under this Agreement, in addition to the bond hereinabove described.

ARTICLE XIV
DUES CHECK-OFF

SECTION 71. 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. BAC Local 3 may make changes in the designation amount from time-to-time.

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

The employer shall transmit such monthly Union Dues check-off deductions with payment of its monthly Trust Fund contributions, 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. The employer shall further make appropriate entries with respect to said Union Dues check-off deductions on report forms supplied by the administrator.

ARTICLE XV
WORK PRESERVATION -- SPECIAL PROJECT AGREEMENTS

SECTION 72. In order to combat competition from non-union employers, the parties to this Agreement may establish a Terrazzo Industry Work Preservation Committee. The Committee will be composed of two (2) members appointed by the Association and two (2) members appointed by the Union. The Committee will be authorized to approve such changes in the wages, fringe benefits and working conditions of this Agreement on a project or area basis as are needed to preserve work opportunities for employees and Employers covered by this Agreement. The most favored nation clause of this Agreement **(SECTION 9)** will not apply to the project or area which the Committee has granted more favorable terms and conditions.

ARTICLE XVI
NO STRIKE - NO LOCKOUT

SECTION 73. There shall be no strikes or lockouts during the life of this Agreement. However, it shall not be a violation of this Agreement for the employees to engage in work stoppage, strike or concerted refusal in the course of their employment to work for any Employer who fails to pay the wages and benefits set forth in this Agreement, after forty-eight (48) hours written notice by the Union that it is in default, or fails to abide by any award, ruling or decision of the Joint Arbitration Board or a decision pursuant to the arbitration provisions of this Agreement.

SECTION 74. It shall not be a violation of this Agreement for any employee to respect any picket line established or sanctioned by the local Building Trades Council or Central Labor Council having jurisdiction over the area where the job is being picketed.

ARTICLE XVII
SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

SECTION 75.

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.

ARTICLE XVIII
SUCCESSORS AND TRANSFERS

SECTION 76. EMPLOYER SUCCESSORS. The provisions of this Agreement shall be binding upon and shall insure to the benefit of the executors, administrators, heirs, successors, purchasers or assigns of the individual Employer. The provisions of this Agreement shall also benefit and bind any enterprise with which the individual Employer is associated upon terms which entitle the individual Employer to make contractual commitments on behalf of such enterprise. 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 II of this Agreement for which the employer or any of the employer's owners are owners in whole or in 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, or any other paper transaction; provided, however, that this provision shall be interpreted and applied consistent with and no broader than the case law interpretation of the National Labor Relations Act.

ARTICLE XIX
LITIGATION

SECTION 77. All parties to this Agreement recognize that the Union has the right to institute and control litigation on behalf of the Union or any employee covered by this Agreement for any alleged breach of this Agreement, including, but not limited to, complaints based upon the failure of the Employer to pay the wages or fringe benefits specified in the Agreement.

ARTICLE XX
GENERAL SAVINGS CLAUSE

SECTION 78. It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are

wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void they will then promptly enter into negotiations concerning lawful substitutions therefore.

SECTION 79. In the event that the parties are unable to agree upon a revision, the matter shall be submitted to arbitration in accordance with the terms of this Agreement.

ARTICLE XXI
TERM

SECTION 80. This Agreement shall be effective from the 1st day of July, 2014 to and including midnight of the 30th day of June, 2019, and from month to month thereafter unless either party thereto shall give written notice at least sixty (60) days prior to said 30th day of June, 2019 or sixty (60) days prior to the end of any succeeding month, of its desire to modify or terminate the same. A notice of a desire to terminate or alter the Agreement shall be served upon the Terrazzo and Mosaic Association of Northern California and such notice shall be deemed effective notice to all members of the Terrazzo and Mosaic Association of Northern California.

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

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 3 CALIFORNIA

Dave Jackson, President

Tony Santos, Secretary/Treasurer

TERRAZZO AND MOSAIC ASSOCIATION OF NORTHERN CALIFORNIA

Bob Filippi, President

Eddie Lourenco

SIGNATURE PAGE FOR INDIVIDUAL EMPLOYER

The undersigned employer hereby adopts and agrees to be bound by the Collective Bargaining Agreement between the Bricklayers and Allied Craftworkers Local 3 California and the Terrazzo and Mosaic Association of Northern California, and to any modifications, changes, amendments, supplements, extensions or renewals of said Agreement. The undersigned employer specifically waives any right that it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of said Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation, or to file a petition seeking clarification or redefinition of the bargaining unit covered by said Agreement. The undersigned employer agrees that it does irrevocably designate and appoint the employer trustees of the Trust Funds mentioned in the Collective Bargaining Agreement between the Bricklayers and Allied Craftworkers Local 3 California and the Terrazzo and Mosaic Association of Northern California as its attorneys in fact for the selection, removal and substitution of trustees or Board members as provided in the Trust Agreements as may be hereinafter provided by or pursuant to said Trust Agreements or any Amendments thereto.

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

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

Firm _____

By_____ Position _____ Date _____

Address _____

Phone: _____ Fax: _____

License No. _____ Class _____

BAC Local 3, CA By _____ Date _____

Bond received: Cash _____ Surety _____

APPENDIX A
TERRAZZO MECHANICS

07/01/14 - 06/30/15 (Journeyman)
07/01/14 - 03/31/15 (TM-7 through TM-11)

Skill Level	Hours	Wage Rate	Vac	Dues	Taxable Wages	Health Welfare	Def Ben Pension	I.U. Pension	Def Cont Pension	JATC Trng	IMI	Promo.	LMCC	Cntrct Admin	Total Package
TM-7 Appr	900	19.89	1.10	1.33	22.32	9.69	2.45	.52	.47	.45	.36	.00	.33	.08	36.67
TM-8 "	900	21.92	1.10	1.33	24.35	9.69	2.45	.52	.47	.45	.38	.00	.35	.08	38.74
TM-9 "	900	23.92	1.10	1.34	26.36	9.69	2.45	.52	.47	.45	.40	.00	.36	.08	40.78
TM-10 "	900	27.82	1.10	1.34	30.26	9.69	2.45	.52	1.40	.45	.45	.00	.39	.08	45.69
TM-11 "	900	32.60	1.10	1.35	35.05	9.69	2.45	.52	1.40	.45	.49	.00	.42	.08	50.55
Journeyman		35.08	3.40	1.94	40.42	9.69	10.40	.52	3.50	.80	.67	.00	.30	.00	66.30

Future increaes: effective 7/1/15 $1.25, 7/1/16 $1.50, 7/1/17 $1.75, 7/1/18 $2.00

APPENDIX B
TERRAZZO FINISHERS

07/01/14 - 06/30/15 (Journeyman)
07/01/14 - 03/31/15 (TF-3 through TF-6)

Skill Level	Hours	Wage Rate	Vac	Dues	Taxable Wages	Health Welfare	Def Ben Pension	I.U. Pension	Def Cont Pension	JATC Trng	IMI	Promo.	LMCC	Cntrct Admin	Total Package
TF-3 Appr	700	16.35		.68	17.03	9.69	2.20	.52	.00	.15	.29	.00	.25	.08	30.21
TF-4 "	700	17.47		.68	18.15	9.69	2.20	.52	.00	.15	.30	.00	.26	.08	31.35
TF-5 "	700	17.91	.70	.69	19.30	9.69	2.20	.52	.00	.15	.31	.00	.27	.08	32.52
TF-6		21.01	.70	1.05	22.76	9.69	2.45	.52	.47	.40	.36	.00	.30	.08	37.03
Journeyman		28.99	2.75	1.45	33.19	9.69	2.95	.52	1.65	.80	.49	.00	.30	.00	49.59

Future increases: effective 7/1/15 $0.75, 7/1/16 $1.00, 7/1/17 $1.00, 7/1/18 $1.25

BOND NO.

Premium

Effective Date

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, assigns, *and its affiliated trust funds* (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 guarantee payments by the Contractor of wages and/or of all fringe benefit amounts (herein defined as Health and Welfare, Pension, Dental, Vacation, Union Administration ("Dues"), Apprenticeship Training, and Promotion payments) on a local or national plan, including costs of collection, liquidated damages, *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, audit fees and charges, attorney's fees, and all other charges, then this obligation shall be null and void; otherwise, to remain in full force and effect.

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

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

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

3. The aggregate liability of the Surety hereunder for all causes of action arising under this Bond shall not exceed the total sum of Ten Thousand 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