

**METAL/MARBLE REFINISHERS
MASTER AGREEMENT
December 1, 2005 – November 30, 2008**

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

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MASTER AGREEMENT
December 1, 2005 - November 30, 2008
METAL/MARBLE REFINISHERS

THIS AGREEMENT, effective **December 1, 2005**, by and between Bricklayers and Allied Craftworkers Local 3CA, IUBAC, AFL-CIO (Union) and those Employers signing herein, acting as a group, or any other Employer who becomes signatory.

“WITNESSETH”

ARTICLE I
SCOPE OF AGREEMENT

Section 1. UNION RECOGNITION

Bricklayers and Allied Craftworkers Local 3 CA is recognized as the sole collective bargaining representative for employees performing work covered by this Agreement.

Section 2. GEOGRAPHIC AREA

The area covered by this Agreement includes, in the northern part of the State of California, the counties of 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, Tuolumne, Yolo and Yuba; and the State of Nevada.

Section 3. WORK COVERED

Includes the maintenance and refinishing of installed metal and/or natural stone including clean-up necessitated by the work as described below:

- a) Refinishing and maintenance of ferrous and non-ferrous architectural/ornamental metals (i.e. copper alloys, stainless steel, aluminum, iron, steel and monel) interior or exterior in commercial, industrial, public and residential buildings, and surrounding landscape sites (i.e. statues and fountains), specifically stripping, cleaning, grinding, graining, polishing, coloring;

surface repair, lacquering or painting integral with the refinishing process: application of protective film guard and other work necessary to achieve and maintain the aesthetic appearance of architectural/ornamental metal finishes.

Major painting operations, (i.e. restoration of painted metal curtain walls) are *not* included in the work under this Agreement.

b) Resurfacing and maintenance of architectural stone on the interior or exterior of commercial, industrial, public and residential buildings, and surrounding landscape sites (i.e. statues and fountains), specifically stripping, cleaning, grinding, honing, polishing, burnishing, sealing, stain removal, grouting, application of protective film guard and other work necessary to achieve and maintain the aesthetic appearance of natural stone installations.

Notwithstanding anything herein to the contrary, the work covered by this agreement shall not include any work covered in any other collective bargaining agreement to which the Union or the International Union of Bricklayers & Allied Craftworkers. AFL-CIO, is a party including, but not limited to, any agreement regarding pointers, caulkers, cleaners, marble finishers or tile finishers.

ARTICLE II EMPLOYMENT

Section 4. NON-DISCRIMINATION

Referral, selection, employment and training of individuals shall be without regard, either favorably or unfavorably, to national origin, race, color, religion, sex, age, membership or non-membership in or activity, for or against a labor organization except that membership in the Union shall be required as a condition of employment as provided in Section 5 following.

Section 5. UNION SECURITY

As a condition of employment, all employees other than probationary shall, within eight (8) days of commencing employment, obtain membership in the Union and maintain good

standing thereafter. For probationary employees, this provision shall apply within eight days of completing the probationary, period. For new parties becoming signatory during the term of this Agreement, this provision shall apply from the date of their executing the Agreement.

For purposes of this Section, tender of the initiation fee and periodic dues uniformly required of members shall constitute good standing. 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 Disputes and Grievances Procedure.

To effect this Section, the Employer agrees to notify the Union by mail, phone, or fax of any new employee's name, address, social security number, classification, pay rate and starting date prior to the employee's commencing work. The Union will forward to the Employer written confirmation of the receipt of this information.

The union security provision will not be enforced in any state in which it would be contrary to law.

Section 6. PROBATIONARY PERIOD

New hires shall serve a probationary period of ninety (90) calendar days during which the Employer will evaluate, to the extent possible, the employee's work habits and aptitude for metal/marble refinishing. The term "new hire" shall mean an employee who has not previously worked under this Agreement.

Section 7. JUST CAUSE

The Employer shall have the right to discharge any employee for just cause, just cause is recognized to include tardiness, carelessness, unwillingness to carry out work assignments, not being in condition to work or other similarly serious offenses. This provision will be enforced applicable to the extent of State and Federal law.

Section 8. POSTING

The parties to this Agreement will post, and keep posted during the term of this Agreement, in places where notices to employees and applicants for employment are customarily posted, a copy of this Article. Any dispute regarding employment under this Article must be submitted in writing by the employee or applicant for employment, the Union or the individual Employer as provided in Article V. "Disputes and Grievances."

**ARTICLE III
CLASSIFICATIONS**

Section 9. ADVANCEMENT

Advancement to higher categories and classifications shall be based upon demonstrated attainment of craft skills and not solely upon the passage of time.

Section 10. CLASSES OF WORK

Metal Refinisher and Guidelines -

There shall be four (4) classes of employment, as follows. If at any time an employee becomes unable to perform the duties of his/her classification, he/she will be reclassified at an appropriate skill level and wage rate, subject to the review process in Section 11.

Probationary Metal Employees will learn basics of Refinishing and be evaluated for suitability as a Refinisher. Ninety Day (90) Probation.

A. Maintenance/Technician/Helper/Cleaner employees shall perform semi-skilled duties assisting personnel in charge of job. During this period the employee will develop skills and perform tasks to acquire knowledge of work processes such as:

- Safety procedures.
- Setting up and breaking down the job-site; safely, efficiently and correctly.
- Setting up and breaking down scaffolding; safely, efficiently and correctly.
- Preparing surfaces for refinishing process; safely, efficiently and correctly.
- Train in cleaning, oxidizing, polishing and scratch removal of non-ferrous metals in various finishes; safely, efficiently and correctly.

- Capable of reading and understanding MSDS sheet.
- Be aware of and understand company policy.

On entering this category, the Maintenance/Technician/Cleaner will have the opportunity to perfect the techniques of Metal Refinishing and demonstrate pride in craftsmanship. There will be increasing responsibility, with high quality workmanship. The Maintenance/Technician/Cleaner will be proficient in all safety rules and regulations and will advance within this category and into other categories by demonstrating higher levels of performance and command of techniques.

B. Journeyperson

A journey person must demonstrate all of the foregoing and competence in:

- Capable of working by himself/herself.
- Ability to work with other personnel in a responsible capacity.
- Knowledge of coatings.
- Spraying ability of the highest quality, acceptable to both company and customer.
- Running job production, run a 2 man crews.
- A minimum of three (3) types of metal, copper alloys, stainless steel or aluminum.
- Two types of refinishes, i.e. satin, polished, oxidized, painted surfaces or specialty finishes.
- Scratch removal.
- Responsible for any and all equipment, tools, vehicle, and materials within his/her custody.
- Basic training of lower classifications.
- He/she must be able to read and comprehend work orders, instructions, written directions as well as oral instructions and convey these to any employee that he/she is working with.

C. Junior Foreman-

A junior Forman must demonstrate all of the foregoing and competence in:

- Have the ability to train and communicate effectively with lower classifications, and the running and coordinating of job projects.
- Capable of communicating with customers, building supervisors and management personnel.
- Follows instructions, can carry out and understand work orders and assignments.

D. Foreman

A foreman must demonstrate all of the foregoing and:

- He/She is capable of setting up large and complicated jobs.
- Be able to run 3 or 4 man crews.
- Assist supervisors with coordinating personnel.
- Demonstrate a proficiency to deal with clients in the absence of a supervisor.
- Ensure a project is run professionally and safely while meeting the company's standards of quality and productivity.
- All types of metal finishes, i.e. copper alloys, bronze, nickel silver, copper (satin, mirror and oxidized), stainless steel (satin and mirror), aluminum, painted surfaces and specialty finishes, including scratch removal.
- Be responsible for training.

Marble Restoration and Guidelines –

There shall be five (5) classes of employment, as follows.

Probationary Marble Employees will learn basics of maintenance and restoration and be evaluated for suitability as a Marble refinisher. Ninety Day (90) Probation.

A. Marble Maintenance Technician -

- Safety procedures.
- Setting up and breaking down the job-site; safely, efficiently and correctly.
- Setting up and breaking down scaffolding; safely, efficiently and correctly.
- Capable of reading and understanding MSDS sheet.
- Be aware and understand company policy.

- Cleaning and stripping, degreasing and waxing/crystallizing existing floors.

B. Marble Maintenance Journeyman/Supervisor-

A Marble Maintenance Journeyman/Supervisor must demonstrate all of the foregoing and competence in:

- Capable of working by himself/herself.
- Ability to work with other personnel in a responsible capacity.
- Running job production, run a 2 man crews.
- Responsible for any and all equipment, tools, vehicle, and materials within his/her custody.
- Basic training of lower classifications.
- He/she must be able to read and comprehend work orders, instructions, written directions as well as oral instructions and convey these to any employee that he/she is working with.
- Requisition materials and supplies for the crews.
- Performing to schedule.
- Knowledge of all maintenance accounts, locations and requirements for each of the accounts.
- Ability and knowledge of diamond abrasive polishing and powder polishing.
- Trained to perform maintenance on various floor surfaces such as marble, slate, granite, limestone, tile, terrazzo, sandstone, etc. Employee shall identify all of these materials to perform the proper maintenance procedure for each stone surface.

C. Restoration Journeyman-

A journeyperson must demonstrate all of the foregoing and competence in:

- Knowledge of safety procedures and mixing of chemicals used in maintenance process.
- Stripping and cleaning of surfaces for grinding, poultice application and removal.
- Properly trained in grinding marble and soil stone surfaces.
- Cleaning, power washing and polishing wall surfaces.

- Knowledge and understanding file differences between hard and soft stones and maintenance of each type.

D. Junior Foreman-

A junior Forman must demonstrate all of the foregoing and competence in:

- Must be capable of removal and applications of various coatings, sealers, impregnators and acid etching.
- Finish polishing of surfaces after grinding methods.
- Knowledge of original honing, satin finish, polishing of Type A through Type D stones on walls, floors, base, plinths, soffits, benches, countertops and splashes. Type A through Type D stones, marble, granite, limestone, travertine and sandstone, also terrazzo steps, landings and floors.
- Proficient in the use and safety of mechanical lifts and movable staging such as boom lift, scissor-lifts, grade-alls, swing stages and forklifts.
- Have the ability to train and communicate effectively with lower classifications, and the running and coordinating of job projects.
- Capable of communicating with customers, building supervisors and management personnel.
- Follows instructions, can carry out and understand work orders and assignments.

E. Foreman/Project Supervisor-

A Foreman/Project Supervisor must demonstrate all of the foregoing and competence in:

- He/She is capable of setting up large and complicated jobs
- Be able to run 3 or 4 man crews.
- Assist supervisors with coordinating personnel.
- Demonstrate a proficiency to deal with onsite client in the absence of a supervisor.
- Ensure a project is run professionally and safely while meeting the company's standard of quality and productivity.

- Be responsible for training.
- Reporting and patching of broken or missing grout, matching of existing grout colors and textures.
- Grinding, honing, satin finish and polishing Type A hard stones surfaces, slate, granite, slate, onyx and Verdi type marbles and granites on walls, floors, plinths, benches, base, soffits, countertops and splashes.
- Removal of stains, oils, aging from all stone surfaces both vertical and horizontal.
- Knowledge of chemicals and equipment to be used in specialty applications and procedures.
- Ability to supervise, schedule and lay out work areas for work crews.

Section 11. REVIEW

All employees with up to 5 years of employment will be reviewed twice yearly (anniversary date and six months thereafter) and employees employed six years or more will be reviewed annually on their anniversary date; by the employee's supervisor, on performance and ability and will be subject to wage increases as determined in the report. All employees to receive a written copy of the review. The Employer will maintain written copies of such reports and provide copies to the Union upon request. Employer will send a list of employee anniversary date to the Union. If an Employee disputes any report, review or believes he/she was unfairly denied a wage increase then he/she may bring this for dispute resolution.

New hires with less than four (4) months or less of service (after probation period) will not be reviewed until the second review period. New hires who are already BAC Local 3CA members will have ninety (90) days probation with the new employer, however, all benefits will commence from the first day of employment.

**ARTICLE IV
SENIORITY**

Section 12. SENIORITY

Seniority is defined as the length of an employee's continuous service with the individual Employer. In the layoff and recall of employees to work covered by this Master Agreement,

seniority shall be applied by job classification; however, in no event shall the employer be required to retain an employee who cannot efficiently perform the work available.

The Employer, in order to maintain the best operating efficiency, reserves the right to transfer employees from one job classification to another. An employee so transferred shall continue to accumulate seniority in the former classification and thereafter separately accumulate seniority in the new classification to which he or she has been assigned.

Section 13. QUALIFICATIONS

Seniority shall not apply to any employee with less than three (3) months continuous service with an Individual Employer. At the end of such three (3) months service (probationary period) of an employee, the individual Employer shall notify the Union in writing of the name of such employee and the classification in which he or she has acquired seniority.

Section 14. TERMINATION.

Seniority shall be terminated by: (1) discharge for cause, (2) voluntary quit, or (3) twelve consecutive months of unemployment except when such unemployment results from an injury on the job, in which case the period of consecutive unemployment shall be extended from twelve to eighteen months.

**ARTICLE V
COMPENSATION**

Section 15. GRANDFATHER CLAUSE

No employee employed by any signatory Employer prior to July 1, 1992 shall receive a reduction in base rate of pay as a result of the changes in classification & work categories set forth in this Agreement.

Section 16. METAL/MARBLE REFINISHERS - WAGE RATES

The wages and fringe benefits to be paid under this agreement for work performed on or after June 1, 2006 shall be as shown in the following tables and sections 17, 18, and 19.

METAL RATES

Wage increases	06-01-2006	12-01-2006	12-01-2007
	Year 1	Year 2	Year 3
Classifications	Min - Max	Min - Max	Min - Max
New Hire (Trial Period 90 days)	\$11.00 - 12.00	\$11.50 - 12.50	\$12.00 - 13.00
A. Maintenance/Tech/Helper/Cleaner	\$12.82 - 17.52	\$13.72 - 18.42	\$14.62 - 19.32
B. Journeyman	\$16.54 - 20.30	\$17.44 - 21.20	\$18.34 - 22.10
C. Junior Foreman	\$19.73 - 22.43	\$20.63 - 23.33	\$21.53 - 24.23
D. Foreman Project Supervisor	\$21.75 - 25.35	\$22.65 - 26.25	\$23.55 - 27.15

MARBLE RATES

Wage increases	06-01-2006	12-01-2006	12-01-2007
	Year 1	Year 2	Year 3
Classifications	Min - Max	Min - Max	Min - Max
New Hire (Trial Period 90 days)	\$11.00 - 12.00	\$11.50 - 12.50	\$12.00 - 13.00
A. Marble Maintenance/Technician	\$13.35 - 17.11	\$14.25 - 18.01	\$15.15 - 18.91
B. Maintenance/Journeyman/Supervisor	\$17.08 - 20.30	\$17.98 - 21.20	\$18.88 - 22.10
C. Restoration Journeyman	\$16.54 - 19.24	\$17.44 - 20.14	\$18.34 - 21.04
D. Junior Foreman	\$18.67 - 22.43	\$19.57 - 23.33	\$20.47 - 24.23
E. Foreman Project Supervisor	\$21.75 - 25.35	\$22.65 - 26.25	\$23.55 - 27.15

Section 17. PENSION

A pension contribution of ninety cents (.90) per hour shall be paid to the International Pension Fund of the Bricklayers and Allied Craftworkers International Union.

Section 18. HEALTH AND WELFARE

Medical Coverage - (comparable to marble finishers) Employers will provide medical/dental and vision care or equal medical plan for employees who pass the 90-day probation period for the first twelve (12) months of employment. Employees may pay for dependent coverage (spouse and/or dependent children) during this period of time if he/she chooses to have dependent coverage. Employees with twelve (12) months or more of employment, full dependent coverage will be paid by the employer. In all cases the employee is to provide verification of legal martial status and dependent status.

Current employees with over twelve (12) months of employment will immediately receive dependent coverage. Current employees with less than twelve (12) months of credited

employment will receive dependent coverage after completion of twelve (12) months continued employment.

Section 19. DUES CHECK-OFF

The Employer shall deduct from wages the amount of dues "check-off" for each hour worked, on behalf of covered employees who authorize such deductions in writing. Such amounts will be deducted weekly and remitted monthly on reporting forms provided by the Union.

Copies of the authorizations cards signed by employees authorizing dues deductions will be provided to the employers upon request, to qualify employees as BAC 3Ca. members.

The check-off amount shall be **sixty cents (.60)** per hour.

Section 20. SHOW-UP PAY

Any employee reporting for work pursuant to the Employer's instructions, prepared and ready for work, shall receive two (2) hours' pay if the employee is not assigned to work.

Section 20. (a) SWING PAY

On suspended platforms, one dollar (\$1.00) per hour shall be paid over and above the regular daily wages. Twenty (20) floors and above shall be compensated at two dollars (\$2.00) per hour over the regular daily wages.

Section 21. SUBSISTENCE

All employees may be required to work out of town. If an employee is required to be away from home for a 24-hour period, an additional sixty-five Dollars (\$65.00) per diem will be paid by the Employer. If an employee is required to work alone in such circumstances, the per diem amount will be eighty-five Dollars (\$85.00).

**ARTICLE VI
WORKING CONDITIONS**

Section 22. WORK DAY, WORK WEEK AND OVERTIME PAY

Five consecutive eight-hour days, Monday through Friday (40 hours) shall constitute a work week. Hours worked over eight (8) hours per day shall be compensated at time and one-half.

Hours worked over forty (40) per week shall be compensated at time and one-half. Saturday shall be paid at time and one-half and Sunday shall be paid at the rate of double time.

A work week of five (5) consecutive days encompassing Saturday and Sunday may be agreed to by the Employee and the Employer, if the need arises, in which case Sunday work will be paid for at a rate of twenty percent (20%) added to straight time wages. In all other cases, Saturday work shall be paid for at time and one-half and Sunday work shall be paid for at double time.

Four (4) ten (10) hour days at straight time may be agreed to by the Employee and the Employer, if the need arises.

In the event that personal time off for an Employee results in less than a 40 hour week, and provided that the Employer has work available, the Employee may, at their option, work on Saturday at straight time to achieve a 40 hour week.

Section 23. HOLIDAYS

All employees covered by this Agreement shall receive the following holidays off with eight (8) hours of straight-time pay:

- | | |
|------------------------|---------------------------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| President's Day | Thanksgiving Day and the Friday after |
| Memorial Day | Christmas Day |

To be eligible for holiday pay, an employee must work the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day following the holiday, unless the absence is approved by the Employer. A request for an approved day off shall be made at least 5 days before the event; approval for the request shall not be unreasonably withheld by the Employer.

Section 24. VACATION

Eligibility for paid vacation shall be determined by years of continuous service, where 1800 hours of work in one calendar year shall constitute one year of service.

After 1 year 1 Week vacation
After 2 years 2 Weeks vacation
After 7 years 3 Weeks vacation
After 16 years 4 Weeks vacation

No employee shall lose any vacation status earned under previous contracts.

Vacations shall be scheduled by mutual agreement between the Employer and the employee.

To the extent practicable, vacations shall be scheduled based on seniority.

Section 25. SICK DAYS

Sick days will be provided as follows:

After 1 year, 1 Sick Day
After 2 years, 2 Sick Days
After 3 years, 3 Sick Days
After 4 years, 4 Sick Days
After 5 years, 5 Sick Days

To be eligible to receive paid sick days, the employee will be compensated starting on the second day of feeling ill and only when the, company paid, health care provider doctor's statement is provided.

Section 26. DRIVER'S LICENSE AND TRANSPORTATION

Employer will pay travel time based on existing policies in place with each individual employer. In no case shall travel time be less than equivalent to the following:

Minimum wage from "clock in" at employers shop to arrival on jobsite. This time to include loading of vehicle prior to leaving shop. Once on jobsite any subsequent travel between jobsites within the 8 hour work day shall be paid at the employees prevailing wage rate. Travel time back to the shop including unloading to "clock in" will be paid at minimum wage. Any job that requires travel time longer than two hours either way, travel time to be paid at employees prevailing wage rate. Travel time shall in no way be construed as part of the 8 hour work day or 40 hour work week for computing overtime.

All employees may be required to drive a company vehicle when so directed, and therefore shall maintain a current valid driver's license. Loss or suspension of such license to drive shall require notification to the Employer and such employee's classification may be lowered. Driving a company vehicle while not in possession of a valid, current and unsuspended license shall be good and sufficient cause for suspension of employment and/or discharge.

No employee shall be required to furnish a truck, van or other vehicle to transport the Employer's material. If after reporting to work, no Employer-provided transportation is available to an employee, he/she may be directed to travel in his/her own vehicle and shall be compensated the vehicle expenses, i.e. gasoline, tolls, parking.

ARTICLE VII DISPUTES AND GRIEVANCES

Section 27. INFORMAL PROCEDURES

In the event a dispute arises during the term of this Agreement regarding application, interpretation or enforcement of any of the sections of this Agreement, the matter in all its particulars shall be set forth in writing by the complaining party and served upon the other. The Union and authorized representative of the Employer shall meet within ten (10) working days of receipt of the complaint in order to arrive at a fair settlement.

Grievances by employees or applicants for employment shall be made in writing to the Union within fifteen (15) working days of the event or of first knowledge of the event.

Section 27. (a) SHOP STEWARD

When one or more craftworkers are employed at a shop, it shall be the option of the union that a steward be elected by the shop employees. If no employee serves as a shop steward one may be appointed by the union.

The Steward shall determine that all Marble Refinishers and Metal Refinishers, etc. on the job are skilled craftworkers. He shall see that all terms of the agreement are complied with. He shall see that the State Code regulations pertaining to safety and scaffolds are complied with. If the steward is discharged for attending to his/her duties or calling the attention of

the supervisor to any violation of the agreement, he/she shall be at once reinstated or the Marble/Metal refinisher shall quit work pending a meeting of the Arbitration Board.

There shall be no interruption of work during the settlement of a controversy.

Section 28. ARBITRATION

In the event that the parties cannot agree to a settlement, the dispute shall be submitted to a neutral arbitrator mutually selected and agreed upon, whose decision shall be final and binding. It is understood and agreed, however, that proposals to add to or change this Agreement shall not be arbitrable and that no proposals to modify, amend or terminate this Agreement nor any matter or subject arising out of or in connection with such proposals may be referred for arbitration under this Section. The arbitrator shall have no authority or power to add to, alter, or amend the terms and provisions of this Master Agreement.

In the event the parties cannot agree on a neutral arbitrator. They shall request a list of three arbitrators From the American Arbitration Association. Each party shall have the opportunity to strike one name. The remaining name shall be the arbitrator of the dispute. In the event the dispute arises out of a layoff or discharge that such layoff or discharge was not for just cause. The arbitrator may award any portion of back pay or such other remedies as are appropriate. Cost of an impartial arbitrator shall be borne by the loser.

ARTICLE VIII HEALTH AND SAFETY

The parties hereto agree to do all in their power to secure the adoption of minimum safety, orders by the State and Federal Occupational Safety and Health Administration (OSHA), applicable to work covered by this Agreement.

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. In the event of a dispute as to what constitutes materials or other products which are dangerous or harmful to human health or safety or as to what protective clothing or equipment is required, the parties shall

refer the matter to the State and Federal Occupational Safety and Health Administration (OSHA) and shall be governed by its recommendations.

ARTICLE IX SUBSTANCE ABUSE

Section 29. COMMITMENT

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.

Section 30. POLICY

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) 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.
- c) Employees who violate the above work rules are subject to disciplinary action up to and including discharge.

Section 31. TESTING

Where the Individual Employer has "reasonable suspicion" to believe that an employee is under the influence of alcohol or a controlled substance, the Employer may require the employee to submit to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs, subject to the following conditions:

- a) Reasonable suspicion means suspicion based on specific personal observations, such as abnormal coordination, appearance, behavior, speech or breath odor of the employee. It can also include work performance, safety or attendance problems.

- b) Employers who choose to compel an employee to submit to a drug/alcohol test must make a contemporaneous written record of the personal observations which amount to reasonable suspicion.
- c) Employees asked to submit to a drug/alcohol test must be informed of the basis for the Employer's reasonable suspicion and must be given the opportunity to explain their conduct.
- d) Employees required to take a drug/alcohol test will be placed on an unpaid leave of absence pending receipt of the test results. If the test results are negative, the employee will be reinstated with back pay, unless there was an independent reason for the Employer's actions, which reason was contemporaneously documented by the Employer.
- e) Failure to submit to a drug/alcohol test will be grounds for termination. Employees who believe there was not reasonable suspicion to require them to submit to a drug/alcohol test must still submit to the test and then file a grievance in accordance with this Agreement.
- f) The drug/alcohol test will be performed at the Employer's expense by PharmChem Laboratories, Inc., or another laboratory, mutually agreeable to the Union and the Association.
- g) The employee shall be given a reasonable opportunity to contact a Union representative by telephone prior to submitting to the drug/alcohol test. A Union representative may accompany the employee to the laboratory or medical facility where the test will be conducted.
- h) If the employee tests positive, the employee may request that the blood or urine sample be tested by another independent laboratory or medical facility at the Employer's expense.
- i) 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. Access to the medical file containing laboratory, reports and test results shall be on a need-to-know basis.

j) Notwithstanding subsection (h) above, at the request of the employee copies of the laboratory, reports and test results will be provided to the Union.

ARTICLE X STRIKES AND LOCKOUTS

The Union will not authorize any strike or stoppage of work, and the Employer will not lockout the employees, during the term of this Agreement except that it shall not be a violation of this Agreement for the Union to withdraw the employees of an Employer who is failing to abide by a binding award of an impartial arbitration under Article V of this Agreement.

No employee, however, shall be discharged or otherwise disciplined for refusal to cross a primary picket line established by an international union affiliated or formerly affiliated with the AFL-CIO, or a local union thereof if such picket line has been authorized or sanctioned or otherwise cleared by a local Building and Construction Trades Council or a Central Labor Council having jurisdiction over the area.

ARTICLE XI UNION OFFICIALS

Section 32. FIELD REPRESENTATIVES

It is agreed that Field Representatives of Bricklayers & Allied Craftworkers Union Local 3, CA. will be permitted to interview employees in shops, plants and jobs for the purpose of conducting Union duties which cannot readily be performed at other times, provided such duties are performed expeditiously. Field Representatives will not take any unnecessary action to interfere with work or hinder productivity.

Section 33. EMPLOYEE UNION OFFICERS

Employees who are duly elected or appointed as Union officials or committee members shall be permitted to take such time as may be necessary to perform duties for the Union, provided however, that said employees shall receive no compensation whatever from the individual Employer for the time devoted to performance of such duties. It is agreed that

absences occasioned by such Union duties shall be kept within reason and that the Employer shall be informed in advance of any such absences.

ARTICLE XII SEPARABILITY

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

ARTICLE XIII TERM OF AGREEMENT

This Agreement shall become effective on **December 1, 2005**, and shall remain in full force and effect to and including the **30th day of November 2008**, and thereafter for yearly terms beginning with December 1st of each year, provided however, that either party may give notice in writing of its desire to revise or terminate this Master Agreement not less than sixty (60) days prior to **December 1, 2008**, or December 1st of any year subsequent thereto.

The Union reserves the right to allocate and reallocate any wage increase due or to become due under the terms of this Agreement to any fringe benefit program provided by the terms of this Agreement. The Union shall exercise this right by notification to the Employers at least thirty (30) days prior to the date such allocation or reallocation is to become effective of any amount they wish to divert from the wage increase and the fringe benefit program to which the diversion is applicable.

IN WITNESS WHEREOF, we the authorized representatives of the Metal/Marble Refinisher Contractors and the Union do hereby attach our signature to this Agreement this 1st day of June 2006.

B.A.C. Local 3 CA

Metal/Marble Refinisher Contractors

Jim Bresnahan, President - Date

Fred West, Marble West - Date

Dave Jackson, Field Rep - Date

Jeffrey Nanna, Stuart Dean Co. - Date

Walter Bonilla, Field Rep - Date

Tim Murphy, Merchants Metal - Date

Roy Molinari, Famco - Date