

MASTER
LABOR AGREEMENT

Between

THE TERRAZZO AND MOSAIC ASSOCIATION

And

BRICKLAYERS & ALLIED CRAFTWORKERS, LOCAL 3 -- CALIFORNIA

Effective July 1, 2008

Expires June 30, 2013

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	PARTIES	
II	SCOPE OF AGREEMENT	
	Recognition of Union	
	Recognition of Employers	
	Geographic Jurisdiction	
	Work Jurisdiction	
	Classifications of Employees	
	Materials	
	Most Favored Nation Clause	
III	SUBCONTRACTING	
IV	EMPLOYMENT	
	Hiring	
	Right of Rejection	
	Ratio of Employees	
	New Hire Provisions	
	Outside Contractors	
	Union Security	
	Union Hiring Procedure	
	Requests By Name	
	Requests for Specific Skill	
	Seniority	
	Orders to Workers	
	Non-discrimination	
	Just Cause	
	Defective Workmanship	
	Employment Grievances	
	Posting	
	Compensation Carrier	
V	GRIEVANCE AND ARBITRATION	
VI	EMPLOYERS	
	Contractor License	
	Employer Working With The Tools	
	Fringe Benefits for Working Employers	
VII	FOREMEN	
VIII	STEWARDS	
IX	APPRENTICES	
	Purpose	
	Administration	
	Ratio of Apprentices to Journeymen	
	Term	
	Apprentice Wage Rate	

ARTICLE	TITLE	PAGE
X	SAFETY, TOOLS AND EQUIPMENT Hazardous Materials Employee Tools	
XI	WAGES, HOURS AND WORKING CONDITIONS Piecework No Individual Contracts Work Day/Work Week Shifts Holidays Paychecks Wage Rates Waiver of San Francisco Paid Sick Leave Ordinance Overtime Rest Period Show-Up Pay Parking Traveling Contractors	new
XII	TRAVEL AND SUBSISTENCE Method of Determination Travel Pay Subsistence	
XIII	TRUST FUND AND FRINGE BENEFIT CONTRIBUTIONS Trust Agreements Contributions Liquidated Damages Litigation Costs and Attorney's Fees Audits Reciprocity Right To Strike Delinquent Employer Performance Bond	
XIV	DUES CHECK-OFF	
XV	WORK PRESERVATION - SPECIAL PROJECT AGRMTS.	
XVI	NO STRIKE - NO LOCKOUT	
XVII	SUBSTANCE ABUSE	
XVIII	SUCCESSORS AND TRANSFERS Employer Successors	
XIX	LITIGATION	
XX	GENERAL SAVINGS CLAUSE	
XXI	TERM Signature Page Appendix A Appendix B Bond Form	

ARTICLE I

SECTION 1. THIS AGREEMENT is made and entered into this 1st day of July 2008 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 whether performed at the jobsite, in the shop or elsewhere. This agreement covers concrete grinding to expose aggregate, 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. No Employer who has complied with the requirements for subcontracting shall 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, if 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 may 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. Any employee or applicant for employment who when referred by the Employment Office of the Union must possess all of the following minimum qualifications: (a) a valid California driver's license; (b) a driving record acceptable to the Employer's automobile insurance company; (c) the ability to communicate as necessary to perform the job safely and efficiently; and (d) proof of eligibility to work in accordance with the Immigration Reform and Control Act.

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 next preceding the date of employees last registration.

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

SECTION 24. SENIORITY. Employees who have completed their period of training as provided in **ARTICLE IX** hereof shall have seniority over apprentices or trainees in the same classification and shall not be laid off or discharged by any Employer until all apprentices or trainees in the same classification employed by such Employer have been laid off or discharged.

SECTION 25. ORDERS TO WORKERS. All orders to workers including discharge shall be given by the Employer or foreman.

SECTION 26. 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.

SECTION 27. JUST CAUSE. No employee shall be discharged except for just causes. Lack of work, intoxication, dishonesty, gross misconduct 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 28. 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 29. 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.

SECTION 30. POSTING. Copies of this **ARTICLE IV** shall be posted, and at all times kept posted, by the Union, the Association and the Individual Employers in places where notices to employees and applicants for employment are customarily posted.

SECTION 31. COMPENSATION CARRIER. Employers shall post the name of their Workers Compensation Insurance Carrier on the bulletin board.

**ARTICLE V
GRIEVANCE AND ARBITRATION**

SECTION 32. A Joint Arbitration Board shall be established, consisting of three (3) members designated by the Employers and three (3) 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 except those regarding trust funds and contributions to trust funds. 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 and its decision shall be final and binding on both parties.

The Joint Arbitration Board shall meet within ten (10) business days of a request by either party for such a meeting.

SECTION 33. In the event that the Joint Arbitration Board is unable to agree within ten (10) days on any matter referred to it, 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 California Mediation and Conciliation Service. The arbitrator will be selected by alternately striking names from the panel submitted by the California 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 34. CONTRACTOR LICENSE. An Employer can only become a party to this agreement if such Employer possesses the proper state licenses and permits, including a California C15 license for Employers working in California.

SECTION 35. 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 35 A may have the privilege of working with the tools revoked.

SECTION 36. 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 37. The Employer shall be in full charge of its own work, in compliance with the terms and conditions of this Agreement.

SECTION 38. 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.

SECTION 39. 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 40.

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 41. PURPOSE. In order to insure an adequate number of qualified Terrazzo Mechanics and Finishers for employment in the industry, the Association and the Union agree to establish and maintain an apprenticeship training program in conformance and compliance with the apprentice labor standards of California for the apprentices and other persons employed or employable under this Agreement.

SECTION 42. ADMINISTRATION. This apprenticeship-training program shall be administered by the existing Northern California (North Coast Counties) Tile Industry labor-management apprenticeship and training committee or BAC Local 3 Joint Apprenticeship Training and Education Committee (JATEC) according to standards formulated by the parties to this Agreement and approved by the California Division of Apprenticeship Standards. Upon approval, such standards shall be considered a part of this Agreement and enforceable there under.

SECTION 43. RATIO OF APPRENTICES TO JOURNEYMEN. To insure the required number of Mechanics and Finishers, it is agreed that an Employer who employs two (2) or more journeymen on the average throughout the year, may employ one (1) apprentice; after said apprentice has served one (1) year, the Employer shall be entitled to employ an additional apprentice. An Employer who employs an average of six (6) journeymen per trade throughout the year shall be entitled to employ two (2) apprentices per trade; after said apprentices have served one (1) year, the Employer shall be entitled to two (2) additional apprentices, such apprentices to be granted only to Employers who the Joint Apprenticeship and Training Committee agrees are qualified to properly train them. Apprentices shall be used for training purposes only. In the event of layoff, apprentices shall be laid off before Finishers.

SECTION 44. TERM. Apprentice Mechanics and Finishers shall serve the term of apprenticeship approved by the California Division of Apprenticeship Standards.

SECTION 45. APPRENTICE WAGE RATE. The rate of wages for apprentices shall be as set out in Appendixes A and B.

ARTICLE X SAFETY, TOOLS AND EQUIPMENT

SECTION 46. The parties hereto agree to do all in their power to secure the adoption of minimum safety orders by the Division of Industrial Safety, Department of Industrial Relations of the State of California, applicable to Terrazzo and Mosaic work.

SECTION 47. 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. 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, or what practices or prohibited, the parties shall refer the matter to the Division of Industrial Safety of the Department of Industrial Relations and shall be governed by its recommendations.

SECTION 48. 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 49. 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 50. 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 51. 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 52. 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 53. 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 54. 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 3:00 p.m. 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. 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.

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 55. 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, 2009	\$2.40	\$2.40
July 1, 2010	\$2.15	\$2.15
July 1, 2011	\$2.25	\$2.25
July 1, 2012	\$2.25	\$2.25

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. FRINGE BENEFIT ALLOCATIONS. In order to maintain equality in fringe benefit contributions, when fringe benefits are increased for the Tile Industry for F-3 to F-6 and S-7 to S-11, on our about April 1 of each year, they shall also be increased for TF-3 to TF-6 and TM-7 to TM-11 under this Agreement. The wage increases provided for in this Agreement to take effect on July 1st of each year shall be reduced by the amount of the allocation to fringe benefits that previously took place on or about April 1st.

5. 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 56. WAIVER OF SAN FRANCISCO PAID SICK LEAVE 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.

SECTION 57. 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 51** 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 58. REST 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. Any disputes regarding an alleged failure to provide rest periods or meal 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 or rest 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 59. SHOW-UP PAY. Employees ordered to report for work shall be paid two (2) hours show-up time if not employed that day.

SECTION 60. 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 61. 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 62. 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 63. 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
Over 70 miles	Subsistence

SECTION 64. SUBSISTENCE.

A. On all jobs beyond seventy (70) 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 travel time at straight time to the job, once at the beginning of the job and from the job, 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.

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 65. 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 appropriate 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 Northern California Tile Industry Health and Welfare Trust, the Northern California Tile Industry 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 66. Each Individual Employer hereby acknowledges receipt of the various trust agreements specified in SECTION 65, as amended, or has been advised of the right to request copies of the trust agreements from the Trust Fund Administrator.

SECTION 67. 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 55 (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 became entitled to be paid in the preceding month. All amounts specified as due for "vacation" benefits in Appendixes A and B, and such further amounts as may be allocated as "vacation" benefits in accordance with SECTION 55 ("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 became 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 68. 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 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 69. 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 70. AUDITS. The Trustees of any Trust Fund under this Agreement 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, and should it be determined by the Trustees that such contributions have not been made, the Employer shall be liable for the cost of such inspection or audit, provided the audit discloses additional contributions to be in excess of contributions actually paid by the Employer. 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 71. 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 65 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 65 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 72. RIGHT TO STRIKE DELINQUENT EMPLOYER. Notwithstanding anything contained herein, it is agreed that in the event any Employer is delinquent at the end of a period 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 the proper official of the Union, take such reasonable and necessary action against the Employer as may be necessary until such delinquent payments are made.

SECTION 73. 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 74. 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 penal 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 and liquidated. 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. 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.

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 balance in the Fund at the time said employer was granted inactive status.

In the event an employer is not located in this jurisdiction and starts work on a project covered by this Agreement, which project will, in the opinion of the Trustees, be likely to be completed before the Trust Fund contribution report is required to be filed, or (2) an employer fails to pay Trust Fund contributions when due, or (3) an employer's unpaid Trust Fund contributions exceed the bond that has been posted pursuant to this Agreement, the Trustees, in their discretion, may require any such employer to furnish to the Trustees a surety company bond in the amount of twenty-five thousand dollars (\$25,000.00) to guarantee payment of contributions, liquidated damages, and delinquency charges under this Agreement, in addition to the bond hereinabove described. As an alternative to the surety company bond described above, the Trustees may require of the employers described in (1), (2), or (3) above to file contribution reports and pay contributions weekly after five (5) days notice to such employers by the Health & Welfare Fund Trustees.

ARTICLE XIV DUES CHECK-OFF

SECTION 75. 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 to the administrator of the trust funds for the area in which the work is performed as set forth in Appendix A to this Agreement and shall make appropriate entries with respect to said Union Dues check-off deductions on report forms supplied by the administrator.

ARTICLE XV WORK PRESERVATION -- SPECIAL PROJECT AGREEMENTS

SECTION 76. 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 four (4) members appointed by the Association and four (4) 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 77. 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 78. 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 79.

- 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 80. 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 81. 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 82. 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 83. 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 84. This Agreement shall be effective from the 1st day of July, 2008 to and including midnight of the 30th day of June, 2013, 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, 2013 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**

**TERRAZZO AND MOSAIC ASSOCIATION OF
NORTHERN CALIFORNIA**

Tom Spear, President

Robert Filippi, Chairman

Dave Jackson

Eddie Lourenco

Jeff Young

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.

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

07/01/08 - 06/30/09 (Journeyman)
04/01/08 - 03/31/09 (TM-7 through TM-11)

Skill Level	Hours	Wage Rate	Vac	Dues	Taxable Wages	H&W	Def Ben Pen	IU Pen	Def C. Pen	JATC Trng	Promo. Fund	LMCC	Cntr. Adm	IMI	Total Pkg
TM-7	900	18.54	1.10	1.15	20.79	6.91	2.00	.40	.47	.35	.10	.30	.03	.10	31.45
TM-8	900	20.38	1.10	1.15	22.63	6.91	2.00	.40	.47	.35	.10	.30	.03	.10	33.29
TM-9	900	22.19	1.10	1.15	24.44	6.91	2.00	.40	.47	.35	.10	.30	.03	.10	35.10
TM-10	900	25.73	1.10	1.15	27.98	6.91	2.00	.40	1.40	.35	.10	.30	.03	.10	39.57
TM-11	900	30.12	1.10	1.15	32.37	6.91	2.00	.40	1.40	.35	.10	.30	.03	.10	43.96
Journeyman		33.09	3.40	1.69	38.18	8.72	4.90	.40	3.50	.15	.30	.30	.00	.10	56.55

Future increaes: effective 7/01/09 \$2.40; 7/01/10 \$2.15; 7/01/11 \$2.25; 7/01/12 \$2.25

Appendix B
TERRAZZO FINISHERS

07/01/08 - 06/30/09 (Journeyman)
04/01/08 - 03/31/09 (TF-3 through TF-6)

Skill Level	Hours	Wage Rate	Vac	Dues	Taxable Wages	H&W	Def B. Pen	I.U. Pen	Def C. Pen	JATC Trng	Promo. Fund	LMCC	Cntrct Admin	IMI	Total Package
TF-3	700	14.40		.55	14.95	6.91	1.75	.40	.00	.15	.10	.30	.03	0.05	24.64
TF-4	700	15.25		.55	15.80	6.91	1.75	.40	.00	.15	.10	.30	.03	0.05	25.49
TF-5	700	16.27	.70	.55	17.52	6.91	1.75	.40	.00	.15	.10	.30	.03	0.05	27.21
TF-6		19.43	.70	.77	20.90	6.91	2.00	.40	.47	.30	.10	.30	.03	0.10	31.51
Journeyman		26.40	1.20	1.21	28.81	6.91	2.00	.40	1.15	.15	.30	.30	.00	0.10	40.12

Future increaes: effective 7/01/09 \$2.40; 7/01/10 \$2.15; 7/01/11 \$2.25; 7/01/12 \$2.25

NOTE: CHANGES ARE IN BOLD PRINT

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 and assigns (hereafter "Bricklayers Local 3") in the sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to be paid to Bricklayers Local 3, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors jointly and severally firmly by these presents.

The condition of the above obligation is such that:

Whereas, the collective bargaining agreement between the Principal and Bricklayers Local 3, requires that each contractor post a surety bond executed by a Surety Company in the amount of Ten Thousand Dollars (\$10,000.00) to guarantee compliance by the Contractor to all the terms and conditions of the Collective Bargaining Agreement, against a Contractor for violations of this Agreement, and shall guarantee payments by the Contractor of wages and/or of all fringe benefit amounts (herein defined as Health and Welfare, Pension, Dental, Vacation, Union Administration ("Dues"), Apprenticeship Training, and Promotion payments) on a local or national plan, including costs of collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges.

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

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

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

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

3. The aggregate liability of the Surety hereunder for all causes of action arising under this Bond shall not exceed the total sum of Ten Thousand 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
8400 Enterprise Way, Suite 103
Oakland, CA 94621