

NORTHERN CALIFORNIA

MASON TENDERS AGREEMENT

2019-2023

THIS AGREEMENT, effective the FIRST DAY OF MAY, 2019, by and between the NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER BARGAINING ASSOCIATION (NCMCMBBA) and the NORTHERN CALIFORNIA DISTRICT COUNCIL of LABORERS, affiliated with the Laborers' International Union of North America, covers the following eight (8) Laborers' Local Unions:

LOCAL UNION # 73	– Counties of San Joaquin and Calaveras.
LOCAL UNION # 185	– Counties of Alpine, Sierra, Nevada, Placer, El Dorado, Amador, Sacramento, Sutter, Colusa, Glenn, Butte, Plumas, Yuba, Siskiyou, Trinity, Modoc, Shasta, Lassen, Yolo and Tehama.
LOCAL UNION # 261	– Counties of Marin, Napa, Lake, San Francisco, and San Mateo.
LOCAL UNION # 270	– Counties of Monterey, San Benito, Santa Clara, and Santa Cruz.
LOCAL UNION # 294	– Counties of Fresno, Kings, Madera and Tulare.
LOCAL UNION # 304	– County of Alameda
LOCAL UNION # 324	– Counties of Contra Costa, Solano; Sonoma, Mendocino, Del Norte, and Humboldt.
LOCAL UNION #1130	– Counties of Stanislaus, Tuolumne, Merced and Mariposa.

Definitions:

1. The term, **“Employer”**, shall mean any member of the **Northern California Masonry Contractors Multi-Employer Bargaining Association**, Individual Employer, or Independent Employer.
2. The term, **“Independent Employer”**, shall mean any person, firm, or corporation who signs this Agreement or any copy thereof and thereby agrees to the terms of this agreement or any amendments, modifications, or extensions to the Agreement negotiated and agreed to by and between the **Association** and the **Union**.
3. The term, **“Individual Employer”**, shall mean any person, firm, or corporation who has delegated their bargaining rights to the Association and thereby agrees to the terms of this Agreement or amendments, modifications, or extensions to this agreement negotiated and agreed to by and between the **Association** and the **Union**.
4. The term, **“Association”**, shall mean **Northern California Masonry Contractors Multi-Employer Bargaining Association**.
5. The term, **“Member of the Association”**, shall mean any person, firm, or corporation who is now and hereafter may become a member of the Northern California Masonry Contractors Multi-Employer Bargaining Association and who has either signed a delegation of his bargaining rights to the Association or has signed this Agreement.
6. **"NCDCL"** means Northern California District Council of Laborers.
7. **"Union"** means the NORTHERN CALIFORNIA DISTRICT COUNCIL of LABORERS on its own behalf, and on behalf of eight (8) Local Unions who are also parties to this Agreement.

8. The term “mason tender” means hod carrier or brick tender performing work covered by this Agreement.
9. The term “Employee” shall mean any mason tender employed by any employer within the jurisdiction of this Agreement.
10. The term “mason” means bricklayer, blocklayer, stonemason, tuckpointer, or caulker.

Article I – Coverage And Recognition

Witnesses

Whereas, it is the desire of the parties hereto to formulate an agreement, which will prevent strikes or lockouts, insure peaceful adjustment between said parties, prevent stoppage of work, and tend to stabilize and strengthen the building industry, it is agreed between the parties as follows:

Recognition

1. The Association hereby recognizes and acknowledges **the Northern California District Council of Laborers and its affiliated Local Unions** as the sole and exclusive collective bargaining representative of all employees in the areas and work covered by this Agreement.

Section 1. This Agreement shall apply to work performed by mason tenders, the tending of bricklayers, stonemasons and blocklayers.

Section 2. This Agreement shall apply within the California Counties hereinabove listed.

Section 3. The Union has requested recognition as the Section 9(a) representative of the employees performing Laborers’ work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Employer and each Individual Employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its local affiliates represents a majority of the employees employed to perform Laborers’ work and agrees that the Union and/or each of its constituent Locals is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each Individual Employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the Northern California District Council of Laborers and all of its affiliated Local Unions.

Any dispute concerning this section shall be resolved by a mutually agreed upon neutral Arbitrator pursuant to the procedures set forth in Section 9 (Grievance Procedure) of this Agreement, either during the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The Employer, on behalf of itself and each of its members and each Individual Employer, specifically agrees that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

Section 4. The Union hereby recognizes and acknowledges that the NCMCMBA includes in its membership individual employers who have designated the NCMCMBA as their bargaining representative and listed in this Agreement a majority of the employers in the masonry industry, and said employers are performing the greater percentage of the work therein. By reason of said facts, the Union hereby recognizes that the NCMCMBA, as hereinabove referred to, is the collective bargaining representative of all persons, partnerships, firms or corporations who designate the NCMCMBA as their bargaining representative or become signatory hereto with to the masonry industry in the territory subject to this Agreement.

Section 5. This Agreement shall cover all the following designated work within the jurisdiction of the Union. The work covered by this Agreement shall include, but not limited to:

- (1) Handling and conveying all materials whether by hand, wheelbarrow, hand truck, or operation of any type of mechanical equipment such as mixers, pumps, forklifts, tusk-type automatic or semi-automatic hoists, etc. necessary to handle all materials used on the project, upon arrival at the job site or near the job site. All mechanical equipment replacing in whole or in part the work of the mason tenders shall be cleaned and operated by the mason tenders.
- (2) Mixing, preparing and tempering mortar and grout and mixing and preparing any other material that may be used as a substitute for mortar or grout, by hand or by hand or machine, except ready mix grout or mortar delivered to job site.
- (3) The building and handling of any and all trestles and scaffolding and planking and dismantling of all trestles and scaffolding inside and outside the structure regardless of the height of the scaffolding.
- (4) The cleaning of the site where masonry work is performed by the mason(s) of all debris caused by work of the same inside and outside the structure, and the depositing of the same in the place designated by the mason foreman.
- (5) The application of all temporary protective coverings which the employer is required to provide.
- (6) Such jurisdiction as may be awarded to the mason tenders by the Laborers' International Union of North America.
- (7) The tearing out of all furnace kilns & stills to be rebuilt by the bricklayer.
- (8) The setting of castings on streets, highways and sidewalks.

Section 6. The terms and provisions of this Agreement shall apply to any subcontractor under control of or working under contract with the Individual Employer upon work covered by this Agreement, and said subcontractor, with respect to such work, shall be or agrees to be an Individual Employer signatory to this Agreement. The Employer bound by this Agreement shall be responsible for compliance of all provisions of this Agreement by the subcontractor.

Section 7. This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

Section 8. Any individual contractor performing work covered by this Agreement must be or shall agree to become signatory to this Agreement. The Union shall not grant one-job agreements to individual contractors.

Article II - Union Security

Section 1. Every person performing work covered by this Agreement, who is a member of the Union and in the employment of an employer on the effective date of this Agreement, shall as a condition of employment or continued employment, remain a member of the Union. Every other person, who may be employed, shall be required as a condition of employment, agree to pay the dues and initiation dues and initiation fee required by the Union after the seventh (7th) day following the effective date of this Agreement or following the commencement of such employment covered by this Agreement.

Section 2. Membership in the Union shall be available to any such person on the same terms and conditions as are applicable to other members of the Union. The provisions of this Article shall be enforced at all times in such a way as to not discriminate against any workman in any manner whatsoever whether it be by race, color, creed, sex or in any other manner.

Section 3. The employer may hire workmen from other sources as are necessary whenever the Local Union is unable to furnish experienced and qualified mason tenders. Workmen so employed shall comply with Section 1 of this Article and in the event they fail to comply, the Local Union may require the employer to terminate their employment which must be in writing and the Union shall hold the employer harmless from any and all liability for such discharge.

Section 4. The Employer agrees that no workman shall be laid off or discriminated against for Union activities, provided he or her does not engage in Union activities during working hours.

Article III - Hiring Hall Provisions

Section 1. The Union shall maintain open and non-discriminatory hiring halls for use of workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to use such hiring halls. It is mutually agreed by the NCMCMBA and the Union to fully comply with all the provisions of Title 7 of the Civil rights Act of 1964, Presidential Order No. 11246, and California Fair Employment Practices Section, to the end that no person shall, on the grounds of sex, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for not having full access to the contents of Article III of this Agreement. The Union shall retain full power to change the location of any hiring hall listed herein, to change the daily dispatching hours listed herein, or to cause the merger, amalgamation or consolidation of any two or more hiring halls listed herein. The Union shall give notice, in writing, to the NCMCMBA whenever any such change, merger or amalgamation becomes effective. If the NCMCBBA desires a location of a hiring hall or daily dispatching hours other than as specified herein, notice of such desire shall be given to the Union, in writing, and the Union shall promptly enter negotiations with regard to such subject.

Section 2. Each person desiring employment shall register in the appropriate hiring hall by appearing personally and by indicating his or her name, address, telephone number, Social Security Number, qualifications, certifications, and employment desired. Each person shall be listed numerically in the order in which he registers.

Section 3. The Employer shall contact the appropriate hiring hall of the Local Union having work and area jurisdiction for employees he or it may from time to time need, and the Union shall furnish to the Employer the required number of workmen of the classification needed by the Employer in accordance with the provisions of this Agreement. The parties recognize that some of the Employers covered by this Agreement operate in several of the jurisdictions of the eight (8) Local Unions covered by this Agreement and have in their employ key mason tenders who were previously dispatched to the Employer in their local area and have been trained to operate the equipment of the Employer and are familiar with the Employer's operations. Therefore it is agreed that such key employees will have freedom of mobility within the geographical area covered by this Agreement. A "key employee" is defined as an employee who has worked for an Employer at least 30 days within the preceding 15 months. Therefore, it is agreed that such Employers will be permitted to employ two (2) of these key mason tenders in the jurisdiction of any Local Union covered by this Agreement, however, they shall, obtain the next two (2) mason tenders from the Local Dispatch Office of the Local Union in whose jurisdiction the project is located and maintain a ration of 50% key mason tenders and 50% mason tenders from the jurisdiction of the Local Union in whose jurisdiction the project is located for the duration of the project.

- a. For the first five (5) days of employment, the Employer shall be permitted to employ on each project up to five (5) key employees and must comply with the 50% ratio as hereinabove provided on and after the sixth (6th) day of employment on all projects. This is to allow the Employer sufficient time to compile a crew of at least 50% or more mason tenders from the local area. This provision only applies to projects that exceed five (5) working days.

Section 4. When requesting or hiring Mason Tenders, the Employer shall submit job orders, indicating the number of employees desired, qualifications of each person desired, the location of the job, the reporting date and time and the representative of the Employer to be contacted on the job site.

Section 5. The appropriate hiring hall of the Union will furnish, in accordance with the request of the Employer, such workmen of the classifications and certifications needed from among those entered on said lists to the Employer by use of a written referral.

Section 6. When ordering or hiring workmen, the Employer will place his order and/or give notice to the appropriate hiring hall of the Union, if possible, not later than 2:30 p.m. on the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17½) if possible, before the required reporting time. Mason Tenders not requested at least seventeen and one-half (17½) at least seventeen and one-half (17½) hours before their scheduled starting time, will be paid from the established starting time for the day requested, unless the request is specifically for a noon reporting time. In the event forty-eight (48) hours after such request (Saturdays, Sundays and recognized holidays excluded) the Union shall not furnish such workmen, the Employer may procure workmen from any other source or sources.

In such cases, the employer shall immediately notify the Union of the name, address, social security account number of the employees procured from such other source, and the date of employment and location of the job on which he or she is employed. The employer, upon written request from the Union, shall notify the Union of the name, address, social security account number and classification of every person who is employed in, rejected for, or discharged from work covered by this Agreement, together with the date of such employment, rejection or discharge and the location of their place or respective place of employment. Whenever a person is rejected for, or discharged from such work, the employer shall notify the Union of the reason or reasons thereof. The notice required by this subsection shall be made in writing within forty-eight (48) hours after such employment, rejection or discharge as the case may be.

Section 7. Each person, upon being referred, shall receive a written referral to be transmitted to the Employer's representative at the job site indicating the name, address, Social Security Number, type of job, date of proposed employment and date and time of referral.

Section 8. Subject to the provisions of this Agreement, the Employer shall have complete freedom of selectivity in hiring and the Employer retains the right to reject any job applicant referred by the Union.

Section 9. Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non-discriminatory basis and shall not be based on or in any way affected by union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Section 1 of Article II.

Section 10. The NCMCMB or any person aggrieved by the operation of the hiring arrangements or the provisions shall submit his grievance to the Joint Board created pursuant to ARTICLE XV of this Agreement, provided that such submission is made in writing stating the reasons for the grievance, within fifteen (15) working days after the occurrence of the grievance. The Joint Board shall have full power to adjust the grievance, and its decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of the Union and the office of NCMCMB.

Section 11. The date of postmark and/or date of delivery of the grievance, whichever is later, shall toll the running of the fifteen (15) day period.

Section 12. No employee shall be discharged without just cause. In the event of discharge without just cause, the employee shall, if he so desires, be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the grievance procedure provided for in this Agreement under Article XV. In the event of reinstatement, the amount of back pay awarded under the Article XV hereof may not exceed thirty (30) days unless the grievant was employed for more than one thousand, five hundred (1,500) hours in the two (2) years preceding the date of discharge.

- a. No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union. The Local Union shall be the sole judge of the qualifications of its members.
- b. The Employer shall be the sole judge of the qualifications of all its employees, and may on such grounds discharge any of them.

Article IV - No Cessation Of Work

Section 1. Employees reserve the right to refuse to pass picket lines recognized by the Building Trades Council, it being understood, however, that the Union is not in favor of sympathetic strikes and will do everything in its power to avoid causing any stoppage of work due to labor-management disputes.

Section 2. It is agreed and understood that the Union, Local Union, Union Representative, or steward on the job is prohibited from withdrawing any workmen employed by a Member of the NCMCMBA or asking them to stop working on any job prior to a meeting of the Joint Board established by this Agreement and said Joint Board has found said Employer in violation of this Agreement.

*** Article V - Wages And Fringe Contributions**

Section 1. The wage rate and fringe contributions for workmen covered by this Agreement shall be as follows within the California Counties of the Local Union listed. NO WORK SHALL BE LET OR PAID FOR BY PIECE WORK, CONTRACT OR LUMP SUM DIRECT WITH MASON TENDERS FOR LABOR SERVICES.

Section 2.

- a. For the Counties of Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Tulare, Trinity, Tuolumne, Yolo, and Yuba, there shall be an additional one dollar twenty cents (\$1.20) per hour increase effective July 1, 2019; an additional one dollar ninety-five cents (\$1.95) per hour increase effective July 1, 2020; an additional one dollar ninety-five cents (\$1.95) per hour increase effective July 1, 2021; and an additional two dollars (\$2.00) per hour increase effective July 1, 2022. For the Counties of Alameda, Contra Costa, San Francisco, San Mateo there shall be an additional one dollar twenty cents (\$1.20) per hour increase effective July 1, 2019; an additional one dollar ninety-five cents (\$1.95) per hour increase effective July 1, 2020; an additional one dollar ninety-five cents (\$1.95) per hour increase effective July 1, 2021; and an additional two dollars (\$2.00) per hour increase effective July 1, 2022. For the counties of Del Norte, Humboldt, Lake, Mendocino, Napa, Solano, and Sonoma, there shall be an additional one dollar twenty cents (\$1.20) per hour increase effective July 1, 2019; an additional two dollars forty-five cents (\$2.45) per hour increase effective July 1, 2020; an additional two dollars forty-five cents (\$2.45) per hour increase effective July 1, 2021; and an additional two dollars (\$2.00) per hour increase effective July 1, 2022. For the County of Marin, there shall be an additional one dollar twenty cents (\$1.20) per hour increase effective July 1, 2019; an additional one dollar ninety-five cents (\$1.95) per hour increase effective July 1, 2020; an additional one dollar ninety-five cents (\$1.95) per hour increase effective July 1, 2021; and an additional two dollars (\$2.00) per hour increase effective July 1, 2022. For the Counties of Santa Clara and Santa Cruz, there shall be an additional one dollar twenty cents (\$1.20) per hour increase effective July 1, 2019; an additional two dollars thirty-nine cents (\$2.39) per hour increase effective July 1, 2020; an additional two dollars forty cents (\$2.40) per hour increase effective July 1, 2021; and an additional two dollars (\$2.00) per hour increase effective July 1, 2022. The Union may elect at its option to allocate each increase to any or all of the following: Wages, Vacation-Holiday-Dues Supplement, Health and Welfare, Pension/Annuity, and/or Mason Tender Training.

Section 3: The Journeyman Mason Tender wage and fringe benefit increases (to be allocated by the Union) will be as follows:

The subsistence as required under Article IV of this Agreement shall apply to apprentice Hod Carriers during the entire Apprenticeship period.

Counties of Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Tulare, Trinity, Tuolumne, Yolo, and Yuba:

	7/1/19* ¹	7/1/20* ¹	7/1/21* ¹	7/1/22* ¹
Wage Rate	\$1.20 per hour	\$1.95 per hour	\$1.95 per hour	\$2.00 per hour
Vacation-Holiday Dues Supplement	* ¹	* ¹	* ¹	* ¹
Health & Welfare Contribution	* ¹	* ¹	* ¹	* ¹
Pension Contribution	* ¹	* ¹	* ¹	* ¹
Annuity Contribution	* ¹	* ¹	* ¹	* ¹
Mason Tenders Training	* ¹	* ¹	* ¹	* ¹
Industry Fund	<u>\$0.30</u>	<u>\$0.30</u>	<u>\$0.30</u>	<u>\$0.30</u>
TOTAL WAGE/FRINGE PACKAGE	\$54.90	\$56.85	\$58.80	\$60.80

County of Alameda, Contra Costa, San Francisco, San Mateo:

	7/1/19* ¹	7/1/20* ¹	7/1/21* ¹	7/1/22* ¹
Wage Rate	\$1.20 per hour	\$1.95 per hour	\$1.95 per hour	\$2.00 per hour
Vacation-Holiday-Dues Supplement	* ¹	* ¹	* ¹	* ¹
Health & Welfare Contribution	* ¹	* ¹	* ¹	* ¹
Pension Contribution	* ¹	* ¹	* ¹	* ¹
Annuity Contribution	* ¹	* ¹	* ¹	* ¹
Mason Tender Training	* ¹	* ¹	* ¹	* ¹
Industry Fund	<u>\$ 0.30</u>	<u>\$0.30</u>	<u>\$0.30</u>	<u>\$0.30</u>
TOTAL WAGE/FRINGE PACKAGE	\$57.27	\$59.22	\$61.17	\$63.17

Counties of Del Norte, Humboldt, Lake, Mendocino, Napa, Solano, and Sonoma:

	7/1/19* ¹	7/1/20* ¹	7/1/21* ¹	7/1/22* ¹
Wage Rate	\$1.20 per hour	\$2.45 per hour	\$2.45 per hour	\$2.00 per hour
Vacation-Holiday-Dues Supplement	* ¹	* ¹	* ¹	* ¹
Health & Welfare Contribution	* ¹	* ¹	* ¹	* ¹
Pension Contribution	* ¹	* ¹	* ¹	* ¹
Annuity Contribution	* ¹	* ¹	* ¹	* ¹
Mason Tender Training	* ¹	* ¹	* ¹	* ¹
Industry Fund	<u>\$0.30</u>	<u>\$0.30</u>	<u>\$0.30</u>	<u>\$0.30</u>
TOTAL WAGE/FRINGE PACKAGE	\$55.15	\$57.60	\$60.05	\$62.05

County of Marin:

	7/1/19* ¹	7/1/20* ¹	7/1/21* ¹	7/1/22* ¹
Wage Rate	\$1.20 per hour	\$1.95 per hour	\$1.95 per hour	\$2.00 per hour
Vacation-Holiday-Dues Supplement	* ¹	* ¹	* ¹	* ¹
Health & Welfare Contribution	* ¹	* ¹	* ¹	* ¹
Pension Contribution	* ¹	* ¹	* ¹	* ¹
Annuity Contribution	* ¹	* ¹	* ¹	* ¹
Mason Tender Training	* ¹	* ¹	* ¹	* ¹
Industry Fund	<u>\$0.30</u>	<u>\$0.30</u>	<u>\$0.30</u>	<u>\$0.30</u>
TOTAL WAGE/FRINGE PACKAGE	\$56.15	\$58.10	\$60.05	\$62.05

Counties of Santa Clara and Santa Cruz:

	7/1/19* ¹	7/1/20* ¹	7/1/21* ¹	7/1/22* ¹
Wage Rate	\$1.20 per hour	\$2.39 per hour	\$2.40 per hour	\$2.00 per hour
Vacation-Holiday-Dues Supplement	* ¹	* ¹	* ¹	* ¹
Health & Welfare Contribution	* ¹	* ¹	* ¹	* ¹
Pension Contribution	* ¹	* ¹	* ¹	* ¹
Annuity Contribution	* ¹	* ¹	* ¹	* ¹
Mason Tender Training	* ¹	* ¹	* ¹	* ¹
Industry Fund	<u>\$0.30</u>	<u>\$0.30</u>	<u>\$0.30</u>	<u>\$0.30</u>
TOTAL WAGE/FRINGE PACKAGE	\$54.01	\$56.40	\$58.80	\$60.80

*May be allocated at the Union's discretion to wages and/or fringe benefits.

² The parties agree that sufficient contributions will be made available from these increases to the Pension Fund to support any rehabilitation/funding improvement schedule adopted by the bargaining parties. Additional money required for such rehabilitation/funding improvement schedule, or other benefit plans, shall be reallocated from the existing wages and/or fringe benefits.

Section 4. It is agreed wage increases may be applied to any of the listed fringe contributions and in the event the contribution for the Vacation-Holiday, Dues Supplement, Health & Welfare, or Pension is changed during the term of this Agreement, a notice must be sent to the NCMCMBA at least sixty (60) days prior to the date said contribution rates are changed.

Section 5: If a Mason Tender is designated as a foreman on a jobsite, he shall receive two dollars and fifty cents (\$2.50) per hour above the regular hourly wage scale. On refractory work in refineries, a foreman shall not be required unless there are six (6) or more Hod Carriers employed on the crew. Hod Carriers shall be under the direct supervision of the Hod Carrier Foreman and the Hod Carrier foreman shall be under the direct supervisor of the employer or employer's representative on the job.

Section 6: When Hod Carriers are working on jobs where heat-protective clothing is required, they shall receive time and one-half per hour for every hour worked and double said amount on overtime. The employer is to furnish all necessary clothing and heat fatigue aids.

Article VI - Apprentice Mason Tenders

Section 1. The wage rate, fringe contributions, hours of employment and other conditions for APPRENTICE MASON TENDERS shall be governed entirely by the terms and conditions of this Agreement and the Apprenticeship Standards approved by the Division of Apprenticeship Standards of the State of California and are hereby incorporated by reference a part of this Agreement.

Section 2. New applicants for membership, who cannot demonstrate a minimum of 4,000 hours of experience as a Brick Tender shall enter the Apprenticeship Program. If an applicant is designated a journey-level Brick Tender by a referring employer who states in writing that the applicant's knowledge and experience warrants journey-level status, such employees shall be considered provisional journeyworkers and may retain that status so long as they are employed by the designating employer. Any provisional journey-level Brick Tender who is laid-off or otherwise discharged prior to working 4,000 hours may not be placed on a journey-level out of work list until assessed by the Apprenticeship Program.

The Individual Employer shall participate in the Brick Tender Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The Employer shall employ one (1) apprentice after three (3) journey-level Brick Tenders on a project. On projects with fewer than three (3) journey-level Brick Tenders, an employer *may* employ one (1) apprentice per project with at least one (1) journey-level Brick Tender.

The Apprenticeship Standards approved by the Division of Apprenticeship Standards of the State of California are hereby incorporated by reference as part of this Agreement.

All apprentices shall be properly dispatched through the appropriate Local Union's hiring hall. The employer must secure a dispatch from the appropriate Local Union for any apprentices employed by the Employer.

Entry into the Apprenticeship Program shall be controlled by the Joint Apprenticeship Training Committee (JATC), which shall employ appropriate screening procedures. An apprentice in good standing advances from one level to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice. The JATC may also grant credited hours to an apprentice who received work experience and/or training prior to entry into the Apprenticeship Program. The JATC will not unreasonably withhold entry and advancement in the Apprenticeship Program for provisional journeyworkers after their employment with a referring employer is terminated.

An apprentice should, whenever possible, be rotated by the Individual Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Individual Employer is unable to provide an apprentice with experience in the full range of craft skills causing the apprentice to exceed the number of hours allotted to a given work process, the JATC may coordinate with the Local Union to reassign the apprentice to other employment in order to provide that experience. For so long as the Individual Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments. An apprentice shall not work on the jobsite unless supervised by a journey-level Brick Tender.

The Employer shall release the apprentice to enroll in Related and Supplemental Instruction (RSI) when the apprentice is notified of mandatory training. An apprentice shall not be penalized for taking time off from work to receive RSI as required by the Apprenticeship Program. The Apprenticeship Program shall endeavor to notify the Individual Employer of any upcoming RSI requirements the apprentice must satisfy. The Program will assist the Employer in meeting its apprentice ratio requirements.

An apprentice who fails to maintain his/her apprenticeship status shall not be eligible for employment as a journey-level Brick Tender unless he/she successfully completes the Program after reinstatement by the JATC. Reinstatement is at the sole discretion of the JATC. If reinstatement is denied, an apprentice may reapply for entry into the Program after waiting one (1) year from the date he/she was terminated from the Program. The failure of any apprentice to maintain his/her apprenticeship status shall obligate the Individual Employer to discharge such person upon written notice from the Apprenticeship Program.

Apprentice wage and fringe benefit rates shall be:

<u>Hours of Credit Wage Rate</u>		<u>Fringe Benefits</u>
1 – 600	60% of Journey Worker	Health & Welfare, Training, Vacation Holiday Dues Supplement, Contract Administration and Industry Stabilization
601 – 1200	65% of Journey Worker	Health & Welfare, Training, Vacation Holiday Dues Supplement, Contract Administration and Industry Stabilization
1201 – 1900	70% of Journey Worker	Full benefits
1901 – 2600	75% of Journey Worker	Full benefits
2601 – 3300	80% of Journey Worker	Full benefits
3301 – 4000	90% of Journey Worker	Full benefits

The Employer may pay a higher rate at its option. However, the apprentice must meet his or her commitments to the JATC regardless of compensation.

Article VII - Tools And Working Conditions

Section 1. The following shall govern the tools and working conditions of the Mason Tender:

- a. When a Mason Tender is transferring mortar or grout from mixer to bricklayer by hand, he shall not be required to handle a bucket any larger than a three (3) gallon capacity.
- b. The Employer shall be required to furnish all tools required with the exception of the following: ALL MASON TENDERS SHALL BE REQUIRED TO HAVE IN HIS POSSESSION UPON REPORTING TO WORK, A HAMMER, MEASURING TAPE, AND HARDHAT.
- c. No Mason Tender shall be required to haul Employer's tools or material in his own vehicle.
- d. In the event free parking facilities are not available within five (5) blocks of a job site, the Employer will provide such parking facilities and the Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the Employers shall reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

Article VIII - Vacation Program & Dues Supplement Trust Fund

Section 1. It is mutually agreed that the existing Vacation Fund shall be maintained for all employees covered under this Agreement; that the employer having made all applicable employee tax deductions from the wages earned shall be authorized to deduct from such wages and deposit with the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, except for Laborers, Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, except for Laborers Local #166 as herein provided.

Section 2. DUES SUPPLEMENT: Effective for all work performed on and after the effective date of this Agreement, it is agreed that upon authorization as required by law, the amount of ninety-one cents (\$0.91) per hour for each hour paid for or worked shall be transmitted to the Vacation-Holiday Benefit for each workman and shall be remitted directly to the Union. This amount of ninety-one (\$0.91) shall not be deemed part of the Vacation-Holiday Benefit but in an amount specifically agreed to as a supplemental dues benefit. The amount of Supplemental Dues transmittal shall be specified on a statement sent to the workman by the Union. Such remittance shall be made to the

Union not less than two (2) times per Year. This Section applies to all Local Unions covered by this Agreement except Local Union #166.

Article IX - Health & Welfare Trust Fund

Section 1. In addition to the hourly wage, the employer shall contribute and pay to the Laborers' Health & Welfare Trust Fund for Northern California for each hour worked as provided in Article V, Section 1, of this Agreement.

Section 2. The rates are subject to the provisions of Article V, Section 2, of this Agreement.

Article X - Pension/Annuity Trust Fund

Section 1. In addition to the hourly wage, the employer shall contribute and pay to the Northern California Laborers' Pension/Annuity Plans for Northern California, for each hour worked by employees covered by this Agreement, as provided in Article V, Section 1, of this Agreement, except as herein provided.

Article XI - Health & Welfare, Pension/Annuity, Vacation-Holiday-Dues Supplement, And Mason Tender Training.

Section 1. The employer agrees to the terms and conditions and any amendments or modifications thereto to the Trust Agreements establishing the Trust Funds referred to in this Agreement by & between the Associated General Contractors of California and the Northern California District Council of Laborers covering the Northern California Counties.

Section 2. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory employer agrees that he or it shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

Section 3. The Health & Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the provisions of the Laborers Pension Trust Fund for Northern California.

Section 4. A trust fund entitled "Masonry Advisory and Technical Institute (MATI) shall be used to provide compensation to the Employer Association (MATI) for negotiations, administration of the provisions of this Agreement, including Article XV (Joint Board), and for Industry advancement. Effective July 1, 2011, each signatory employer shall contribute the sum of thirty cents (\$0.30) per hour worked or paid for the Employer Contract Administration Trust Fund (MATI) for all Locals in all regions covered by this Agreement. The Trust Fund shall be administered solely by Trustees selected by the Employer Association, Northern California Mason Contractors Association.

Article XII - Travel Expenses And Subsistence

Section 1. Within the jurisdiction of the Local Unions covered by this Agreement, workmen shall receive subsistence and/or travel expense as follows:

- a. On all jobs of over 80 miles the employee shall receive a subsistence allowance of up to one hundred dollars (\$100.00) per day for each day worked. When an employee is entitled to subsistence and cannot work because of inclement weather, job shut down or act of God, the employee shall be entitled to subsistence. When subsistence applies, employees traveling from their residence or the employer's principal place of business, whichever is closer to the job site,

located outside the 80 miles distance, and are not entitled to subsistence payment for reason of failure to produce expense receipts, that employee shall be paid mileage not to exceed \$100.00 per day, calculated at the current IRS rate per mile one way, and bridge tolls, for each day said employee is required to report to the job site and does not receive subsistence reimbursement. The employer, at his option, may provide covered transportation in lieu of payment of transportation or bridge tolls as heretofore set forth.

- b. Workmen shall be reimbursed for the cost of travel and not to exceed the following amounts:

0 to 40 miles	Free Zone
41 to 50 miles	\$20.00 per day
51 to 60 miles	\$25.00 per day
61 to 70 miles	\$30.00 per day
71 to 80 miles	\$38.00 per day
Over 81 miles	Subsistence

Article XIII – Safety

Section 1. It is mutually agreed by all employers and workmen covered by this Agreement that the CAL/OSHA Safety Standards shall be observed, and all workmen will ascend and descend all scaffolding in a safe manner, and use precaution to prevent job accidents. ANY WORKMAN FAILING TO ABIDE BY THE SAFETY REGULATIONS ON THE JOB, THE CAL/OSHA SAFETY STANDARDS, OR WORKING IN A MANNER THAT MAY CAUSE INJURY TO HIMSELF OR OTHER WORKMEN ON THE JOB SHALL BE SUBJECT TO IMMEDIATE DISMISSAL AND SHALL NOT BE ENTITLED TO THE PAYMENT OF WAGES FOR ANY HOURS NOT WORKED AS PROVIDED IN THE FOUR AND EIGHT HOUR PROVISION UNDER Article XIV, Sections 2 and 3, of this Agreement.

Section 2. All workmen shall wear hard hats at all times as required by CAL/OSHA under the following conditions:

- a. Exposed to any possible falling object or electrical shock;
- b. If the employer requires same as a part of his adopted Safety Policy;
- c. And if the job site is posted as a "Hard Hat Job".

(The above conditions are as defined by Mr. Richard Wilkins, Chief of the Division of Industrial Safety in his letter dated June 23, 1975.)

Section 3. All State and/or Federal and/or Local Safety Laws, Standards, Rules and Regulations shall be applicable to all work covered by this Agreement. The Employer is solely responsible for implementing and maintaining such Laws, Standards, Rules and Regulations. Neither the Union nor the Local Union is responsible for implementing or maintaining such Laws, Standards, Rules and Regulations.

Section 4. Adequate first-aid equipment shall be maintained and provisions shall be made for the safety of employees covered by this Agreement on each job by the Employer. Each Employer shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctor's care or hospitalization, or both. Each Employer must post the name and address of its doctor and Workers' Compensation Insurance carrier on the job site.

Section 5. No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rule or regulation of the U. S., State, or any political subdivision.

Section 6. Employees who as a direct result of an on-the-job industrial injury are unable to complete a full days' work shall nevertheless be paid for the full day on which said injury occurred; provided, however, that said injury requires the attention of a licensed physician.

Section 7. The Local Union with the area jurisdiction of the job site shall be notified within one (1) day (twenty-four (24) hours) of any industrial injury which results in death or requires hospitalization.

Article XIV - Holidays – Make Up Day On Saturday

Section 1. The following are the holidays recognized under this Agreement: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day and all Saturdays and Sundays. All work performed on Saturdays, and/or before shift begins and/or after shift ends shall be paid for at the rate of one and one-half (1½) times the straight-time hourly wage rate, except when the bricklayers being tender are receiving double time, then, and in that event the mason tenders tending said bricklayers shall also receive double time. All work performed on Sundays and Holidays shall be paid for at the rate of double the straight-time hourly wage rate. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. Martin Luther King day will become recognized holiday when and if the five (5) basic Crafts adopt it as a Holiday.

Section 2. In the event a crew is unable to work on a regular weekday due to weather, the Employer shall have the option to request this crew to work on the Saturday immediately following at the straight time rate. It is understood and agreed that the straight time rate shall apply only to workmen who did not work forty (40) hours during the week and in the event any workman exceeds forty (40) hours due to the make up day on Saturday, said workman shall be paid time and one-half (1½) for all time worked in excess of forty (40) hours in any one (1) week.

Article XV - Hours, Shift Work, And Working Rules

Section 1. The working hours shall conform with the working hours for the bricklayers as established in the agreement covering the bricklayers in the jurisdiction of the Bricklayers' Local Union in whose jurisdiction the job is located.

On maintenance and repair of existing structures performed in the refractory industry, i.e. existing stacks, furnaces, glass tanks and boilers in refineries, ships and industrial plants, eight (8) hours shall constitute a day's work, from 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m., Monday through Friday inclusive. **THE STARTING TIME SHALL BE OPTIONAL WITH THE EMPLOYER.**

On all masonry work, other than that herein above excluded, a regular work day shall consist of seven (7) or eight (8) hours per day at the option of the employer. A regular work week shall consist of five (5) regular week days totaling thirty-five (35) or forty (40) hours per week. The lunch period shall be thirty (30) minutes beginning no later than five (5) hours after the beginning of the work day. The regular working hours shall be seven (7) or eight (8) consecutive hours between 6:00 a. m and 4:30 p.m.

All time worked in excess or outside of the regular work day or the regular work week or on holidays is overtime work and shall be paid for at the following rates of pay:

- (a) The first two (2) hours of overtime immediately following the regular quitting time shall be paid for at one and one-half (1½) times the hourly wage rate. All hours in excess of two (2) hours overtime shall be paid at double the hourly wage rate.

Section 2. Any workman who reports for work at the regular starting time and for whom work is provided shall receive not less than one-half a day's pay; and if works more than one-half of the work day in any one day, shall receive not less than a full day's pay thereof, unless prevented from working for reasons beyond the control of the Employer, including, but not limited by such factors as inclement weather, or breakdown of a major unit causing

discontinuance of the work during which time the workmen are not requested to remain on the project by the Employer or his representative, or if the project is completed.

Section 3. In the event the Employer or his representative fails to notify the workman the previous evening or two (2) hours prior to the start of the shift of no work that day, workmen reporting for work at the start of the shift shall be paid two (2) hours "Show Up" time, plus subsistence and/or travel expense as required by this Agreement unless prevented from working due to rain or for reasons outlined in Section 3, hereinabove.

Section 4. SHIFT WORK

The following shall be the schedule for shift work unless the shift schedule for the bricklayers in the jurisdiction of the Bricklayers' Local Union agreement in which the job is located varies from the schedule contained in this Agreement, then, and in that event, the shift schedule in the agreement covering the bricklayers shall govern.

FIRST SHIFT: When two (2) or more shifts are worked, then the first shift shall begin at 8:00 a.m. and end at 4:00 p.m.

SECOND SHIFT: The second (swing) shift shall begin at 4:00 p.m. and end at 12:00 midnight. This shift shall receive a premium wage rate of ten percent (10%) over and above the regular wage rate.

THIRD SHIFT: The third shift (graveyard) shall begin at 12:00 midnight and end at 8:00 a.m. This shift shall receive a premium wage rate of fifteen percent (15%) over and above the regular wage rate above the regular wage rate.

FINAL SHIFT: The final or shift used to complete the job shall receive pay for the entire shift if more than four (4) hours are worked.

CONTINUOUS SHIFT: In the event shifts are worked beyond 12:00 midnight on Friday, time and one-half (1½) shall begin at that hour and continue until 12:00 midnight on Sunday immediately following. In no case shall a workman work more than one (1) shift without an eight (8) hour break between shifts without receiving time and one-half (1½) for all hours worked in excess of his first shift.

- A. Each employee shall be paid wages in full each week before or at quitting time on the Employer's regular pay day unless specific arrangements to the contrary are made in writing between the Employer and the appropriate Local Union of the NCDCL. Employees who quit or are laid off or discharged shall be paid in accordance with the laws of the State of California.
- B. Each employee shall be given a statement with the Employer's name and address, itemizing the employee's gross amount earned, hours worked, social security tax, withholding tax, Vacation/Holiday Dues Supplement and all other deductions, also a statement of hours applicable to Health & Welfare, and Pension if such hours differ from the amount of hours worked. Any disputes regarding an Employer's failure to provide a statement in accordance with this Section or an Employer's failure to comply with the requirements of Labor Code Section 226 shall be resolved in accordance with Article XV (Joint Board/Grievance and Arbitration) and shall not be the subject of a civil lawsuit, a Labor Commissioner Complaint, or any other legal proceeding.

Article XVI Meal Periods, Rest Periods, and Heat Illness Recovery Periods

Section 1. Employees shall be entitled to ten (10) minute paid rest periods and thirty (30) minute paid meal/lunch periods in accordance with the California Labor Code and Wage Order #16. Employees shall also be entitled to take heat illness recovery periods in accordance with the California Labor Code and the California Code of Regulations. Any disputes regarding an alleged failure to provide rest periods or meal periods or heat illness recovery periods as required by this Section or California law shall be resolved in accordance with Article XV (Joint Board/Grievance and Arbitration) and shall not be the subject of a civil lawsuit, a Labor Commission Complaint or any other legal

proceeding. Any employee who does not receive meal periods or rest periods or heat illness recovery periods as provided in this Section or as permitted by California law shall be entitled to whatever remedy, damages or penalty is provided by the California Labor Code and Wage Order #16 or the California Code of Regulations.

Section 2: The foreman on the job shall have the right to require all or some of the mortar men on the job to take their lunch period ten minutes early in order that they may have materials ready when the bricklayers return from lunch.

- A. All shifts shall have thirty (30) minutes for lunch on the Employer's time when working shift work.
- B. No employee shall be required to work more than five (5) hours without time off for a meal period, which shall be not less than one-half (½) hour.
- C. If men are required to work continuously for more than five (5) hours during a shift without an opportunity for lunch, they shall receive overtime pay for work after the fifth (5th) hour until opportunity to take time for lunch is afforded. When opportunity for lunch is afforded, the workman shall be allowed thirty (30) minutes at his straight time rate to eat his lunch.
- D. Any employee required to work more than two (2) hours overtime at the end of a shift shall be permitted a one-half (1/2) hour meal period for which he shall receive regular overtime pay. No work shall be performed by him during such meal period.

Section 3. It is agreed that mason tenders shall start work prior to the bricklayers in order to have materials ready for the bricklayers at the regular starting time and shall be paid one and one-half (1½) times the regular hourly rate for the additional time.

Section 4. SPECIAL SINGLE SHIFT

When the Employer produces evidence in writing to the appropriate Local Union of the Union of a bona fide job requirement for a public agency which certifies that work can only be performed outside the normal shift hours, and notifies the appropriate Local Union of the Union by mail at least three (3) days prior to the start of such special shift, the Employer may initiate such special shift of (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. The straight time rate for such special shift shall be three dollars (\$3.00) per hour above the appropriate straight time rate otherwise specified in this Agreement but shall not exceed the prevailing rate as adopted by such public agency for this specific project.

Section 5. The Union agrees to waive the sick leave benefits set forth in Labor Code Sections 245-249 as well as the benefit of any future local sick leave ordinances or statutes that may be waived through collective bargaining.

The **Union** hereby confirms that it has waived all benefits of San Francisco's paid sick leave ordinance, codified as Chapter 12W of the San Francisco Administrative Code. If the State of California or any other city or county within the area covered by this Agreement adopts a paid sick leave ordinance, the Union waives the benefit of any such ordinance to the extent permitted by law.

Article XVII - Joint Board

Section 1. In order to correctly interpret this Agreement and/or arbitrate a dispute involving an alleged violation of this Agreement by an Employer, a Union or workman, a Joint Board shall be established. This Joint Board shall be composed of two (2) representatives selected by the Union and two (2) representatives selected by the NCMCMBA.

Section 2. Either the Union or the NCMCMBA may call a meeting of the Joint Board by giving seventy-two (72) hours prior notice of the meeting, in writing, to the other party and giving the reasons for calling the meeting.

Section 3. A quorum of the Joint Board shall consist of at least one (1) representative of the Union and at least one (1) representative of the NCMCMBA.

Section 4. Failing to reach a decision within fifteen (15) days after any dispute or issue is referred to the Joint Board, the Joint Board shall select an arbiter from a panel of seven (7) labor arbitrators referred by the Federal Mediation and Conciliation Service, all of whom must be members of the National Academy of Arbitrators. The decision of the neutral arbiter shall be final and binding on all parties covered by this Agreement

Section 5. No alleged violation of this Agreement shall be recognized unless it is called to the attention of the NCMCMBA and the Union within ten (10) days after the alleged violation took place and a meeting of the Joint Board is requested within ten (10) days after the alleged violation has come to the attention of the Union or the NCMCMBA.

Section 6. The Union may take immediate action against any employer who is not a Member of the NCMCMBA to enforce the terms and conditions of this Agreement without bringing the matter before the Joint Board.

Section 7. The Union shall call a meeting of the Joint Board for the determination of the validity of an alleged violation charged against a Member of the NCMCMBA and the Union shall take no action against such Member of the NCMCMBA until the Joint Board has made a determination of the validity of the alleged violation of this Agreement. In the event the alleged violation involves the acknowledged failure to pay wages due and/or fringe contributions, the Union may take immediate action to enforce collection of such delinquency.

Section 8. Arbitration of Selected Statutory Claims

- A. The following claims and claims for associated penalties shall be resolved exclusively through the procedures set forth in this Grievance and Arbitration Procedure, and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner: all claims arising under the Fair Labor Standards Act, the California Labor Code and the Industrial Welfare Commission Orders for: unpaid wages (e.g., claims for hours worked off the clock, overtime wages, minimum wages, incorrect rate(s) of pay and travel time); missed rest period and meal period claims; heat illness recovery violations; waiting time penalties; reimbursement of expenses (e.g., tools, cell phone charges, mileage and subsistence); recordkeeping of personnel files, time records and payroll records; and violation of Labor Code sections 212 and 226.
- B. It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed in Section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Such claims shall be resolved exclusively through the procedures set forth in this Article IV and shall not be brought in a court of law or before an administrative agency such as the California Labor Commissioner. This Agreement expressly waives the requirements of PAGA and authorizes the permanent panel arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.
- C. For rest period and meal period claims, the time limit for bringing such claims is the time limit for bringing grievances under this Grievance and Arbitration Procedure. For all other claims covered by this section, the intent of the parties is to use the shortest time limit permitted by applicable law, as determined by the Joint Board or Arbitrator, but in no event less than the time limit for bringing grievances under this Grievance and Arbitration Procedure. All substantive and procedural rights applicable to mandatory arbitration of employment claims shall be observed, e.g., the right to more than minimal discovery, payment of costs by the employer, a written award, etc., and the parties expressly agree that the right to bring group grievances shall be preserved. If the Union declines to bring and/or pursue to arbitration a grievance involving the foregoing statutory claims because the grievance lacks merit, the employee or employee(s) shall be free to bring and pursue the grievance to arbitration themselves, bearing the cost of their own attorneys' fees and litigation expenses. Where an Arbitrator is needed for any grievance regarding any of the statutory claims set forth above, the parties shall select the Arbitrator from the

following permanent panel: Robert Hirsch and John Kagel. In selecting the arbitrator, the parties shall contact both arbitrators to obtain their available dates and shall select the arbitrator who has the soonest available dates that will work for the parties, unless the parties agree otherwise. The Arbitrator shall manage all such claims with due regard for the rights of the employees and the inherent advantages of arbitration over court proceedings.

Article XVIII - Work Stoppage

Section 1. It is mutually agreed and understood that during the term of this Agreement, the employer shall not engage in a lockout nor shall the Union engage in a strike, work stoppage, or picketing of a building project being constructed by a Member of the NCMCMB, until first, the dispute or issue involved shall have been properly placed before the Joint Board in accordance with Article XV of this Agreement and the Joint Board has found the Member of the NCMCMB in violation of this Agreement. In the event the alleged violation involves the acknowledged failure to pay wages due and/or fringe contributions, the Union may take immediate action to enforce collection of such delinquency.

Section 2. In order to safeguard the working conditions, wages and other benefits provided for by this Agreement, the Employer agrees:

- A. Any oral or written agreement between the Employer and an individual employee, which conflicts or is inconsistent with this Agreement, or any supplemental agreements hereto, disestablishes or tends to disestablish relationship of the employer and employee, or establishes a relationship other than that of employer and employee, shall forthwith terminate.
- B. No oral or written agreement which conflicts or is inconsistent with this Agreement, or any supplemental agreements thereto, shall hereafter be entered into between the Employer and any individual employee performing work covered by this Agreement.
- C. Any practice of the Employer inconsistent with this Agreement shall forthwith terminate. Any such practice shall not be binding on the Union or affect the interpretation of this Agreement.

Article XIX - Employees Not To Be Discharged For Recognizing Authorized Picket Lines

Section 1. The parties to this Agreement recognize that it is vital to the unionized segment of the construction industry that the work opportunities of the employee and the Employer proceed without interruption because of disputes involving unions not signatory to an agreement with the Employer.

Section 2. No employee covered hereby may be discharged by any Employer for refusing to cross a picket line established by a Local Union of the basic crafts.

Article XX – Stewards

Section 1. The Union representative shall have access to all shops and projects during working hours for the purpose of checking compliance with the provisions of this Agreement and working conditions in such shops or on such projects.

Section 2. The Local Union may select an employee on the job as a steward and he shall be a working employee. Written notification shall be given to the Employer by certified mail of such assignment. The Union and the Local Union agree that the steward's duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of his duties. The Employer will give the Local Union forty-eight (48) hours' advance written notice by certified mail before laying off the steward unless the job is completed or the entire crew is laid off. The employer and the Union recognize the need for the steward's protection against discrimination in upholding the conditions of this Agreement. The employer agrees that no steward shall be discharged for performing his steward's duties.

Section 3. The steward shall be limited to and shall not exceed the following duties and activities:

- A. Check the referral slip of each employee dispatched to the job under the terms of this Agreement.
- B. Report to his Business Manager or his authorized representative all alleged violations of this Agreement if such alleged violations are not corrected by the Employer or his representative.
- C. Report to his Business Manager or his authorized representative any employee covered by this Agreement who, during his shift, leaves the job site without giving the Employer and the steward prior notice.

Section 4. The steward shall not:

- A. Stop the Employer's work for any reason or tell any workman or any employee that he cannot work on the job.
- B. Infraction of either of the two rules set forth in Section 4A, hereinabove, shall be cause for immediate dismissal of the steward without prior notice.

Article XXI - State And Federal Prevailing Rate Projects

Section 1. The prevailing wage/fringe package established by the State or Federal Agency for a particular project shall be the wage/fringe package to be paid workmen covered by this Agreement working on said project. The wage/fringe package contained in this Agreement is subordinate to the prevailing wage/fringe package established for any particular project.

Article XXII - General Savings Clause

Section 1. Should any part or any provisions herein contained be rendered or declared illegal or an unfair labor practice by any State or Federal Court or the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof: provided, however, upon such invalidation the parties hereto agree to immediately meet and negotiate substitute provisions for such part or provisions rendered and/or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

Section 2: In particular, and without limiting the generality of the foregoing provisions, in the event that a charge or complaint is filed with the National Labor Relations Board based upon discriminatory practices of any nature whatsoever practiced or caused by the Union and a finding of the facts is made by the National Labor Relations Board that an alleged discriminatory practice in violation of the provisions of Article 11 of this Agreement has been committed or caused by the Union, then and in that event, the Union covenants and agrees to hold harmless the Association and the employer or the employers or employees involved from any loss liability under the joint and served order or judgement which may be rendered by said National Labor Relations Board as a result thereof In the event that a charge or complaint is lodged against an employer based upon discriminatory labor practices which were not included or caused by any act of the Union, and further, in the event a joint and served order of judgement is entered by the National Labor Relations Board against the Union, and the particular employer or employers involved, or against the Union, the Association and any such employer or employers involved covenant and agree to hold the Union and the Association harmless from any loss or liability under said order or judgement rendered by said National Labors Relation Board.

Section 3: In the event Federal controls are placed on cost items of this Agreement and such controls reduce the amount agreed to under this Agreement, it is agreed that when such controls are lifted, the amounts agreed to under the Agreement will then be in effect.

Section 4: Liability of the Parties. It is mutually understood and agreed that neither the Association, the members of the **Northern California Masonry Contractors Multi-Employer Bargaining Association, Inc.**, the Individual Employer, the Independent Employer, nor the Union shall be liable for damages caused by the acts or conduct of any individual or groups of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective part, provided that such act of conduct has been specifically authorized, participated in, fomented or conducted by the Committee, Member of the **Northern California Masonry Contractors Multi-Employer Bargaining Association**, the Individual Employer, the Independent Employer or the Union as the case may be.

Article XXIII – Amendments To This Agreement

Section 1. Nothing contained in this Agreement shall prohibit the Union and the NCMCMBA from negotiating and signing amendments or modifications to this Agreement to become effective prior to the anniversary date of this Agreement, providing such amendments or modifications are agreed to and signed by the Union and the representatives of the Northern California Mason Contractors Multi-Employer Bargaining Association (NCMCMBA) and the representative(s) of the Northern California District Council of Laborers (NCDCL).

Section 2. It is agreed by the NCMCMBA, the Union, all employers and workmen covered by this Agreement that any amendments or modifications to this Agreement enacted under Section 1, above, shall be binding on all parties covered by this Agreement.

Article XXIV - Other Agreements – Most Favored Nations

In the event the Union enters into any other agreement with any Employer or any Employer Associations concerning the type of work covered hereby in the area which shall have terms more favorable to such Employer or Employer Associations, and the members thereof, than this agreement, then such more favorable provisions shall become part of and apply to the agreement only in the geographical area where such other agreement is in effect.

Article XXV - Term Of This Agreement

Section 1. The life or term of this Agreement is from July 1, 2019 through June 30, 2023, and said Agreement shall continue in full force and effect thereafter from year to year unless the NCMCMCA or the Union gives written notice to the other party of its desire to change the wages, hours and/or other conditions hereof not more than ninety (90) days and not less than sixty (60) days prior to June 30, 2023, or not more than ninety days and not less than sixty (60) days prior to June 30 of any succeeding year (unless a written extension of the agreement has been agreed to).

Section 2. This Agreement shall continue in effect pending such negotiations, subject to the right of either party hereto to terminate this Agreement upon thirty (30) days written notice by certified mail at any time after July 1, 2023, and this Agreement shall terminate at the conclusion of this thirty (30) days.


IN WITNESS WHEREOF, we, the authorized representatives of the Union and the NCMCMB, have executed this Agreement for and on behalf of the individuals we represent on JULY 1, 2019, to be effective JULY 1, 2019, through JUNE 30, 2023.

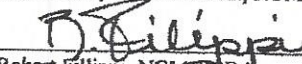
NORTHERN CALIFORNIA MASON
CONTRACTOR MULTI-EMPLOYER
BARGAINING ASSOCIATION
c/o BENESYS ADMINISTRATORS
ATTN: OONA HAGERTY
7180 KOLL CENTER PKWY.
SUITE 200 Pleasanton, CA 94588-3322
PLEASANTON, CA 9466


NORTHERN CALIFORNIA
DISTRICT COUNCIL of
LABORERS affiliated with the
Laborers International Union of
North America AFL-CIO
4780 Chabot Drive, Suite 200

Phone: (925) 469-6800

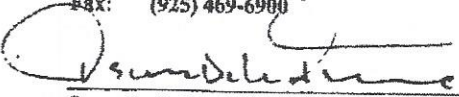
Fax: (925) 469-6900


Bob Mazza, Vice President, NCMCMB


Robert Filippi, NCMCMB


Jeff Barber, NCMCMB


Ron Bennett, President, NCMCMB


Oscar De La Torre, Business Manager

SIGNATURE PAGE FOR INDEPENDENT EMPLOYER

The below-named independent employer not represented by the Northern California Mason Contractors Multi-Employer Bargaining Association (NCMCMB), signatory hereto, agrees to abide by and be bound by all of the terms and conditions of this 2019-2023 Northern California Mason Tenders Agreement and any and all amendments and or modifications to said Agreement; and by any subsequent agreements entered into between the Northern California District Council of Laborers and the NCMCMB and any amendments or modifications to any subsequent agreements entered into between the Union and the NCMCMB.

This Agreement may be terminated by the Northern California District Council of Laborers or the undersigned Employer, by giving written notice to the other party as provided for in Article XXV of this Agreement.

It is agreed that in the event the undersigned employer agrees to be represented by the Northern California Mason Contractors Multi-Employer Bargaining Association by signing a Delegation of Bargaining Right to the NCMCMB, then, and in that event, the undersigned employer shall become bound by this Agreement under the terms and conditions contained in this Agreement applying to employers represented by the NCMCMB,

FIRM _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE: # _____ - _____ - _____ CALIF. LICENSE NO. _____ CLASSIFICATION _____

SIGNATURE of OWNER, PARTNER, OFFICER or REPRESENTATIVE:

_____	_____	_____
Signature	Title	Date

SIGNATURE of REPRESENTATIVE of LABORERS' LOCAL UNION # _____

Signature of Union Representative

(EMPLOYER COPY)

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Signature	Title	Date

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Signature of Union Representative

(TRUST FUND COPY)

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Signature	Title	Date

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Signature of Union Representative

(NCMCMBBA COPY)

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ADDRESS _____

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PHONE: # _____ - _____ - _____ CALIF. LICENSE NO. _____ CLASSIFICATION _____

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_____ Signature	_____ Title	_____ Date
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SIGNATURE of REPRESENTATIVE of LABORERS' LOCAL UNION # _____

Signature of Union Representative

(NCDCL COPY)

MASON TENDER HIRING HALLS AND DISPATCH HOURS COVERED UNDER THIS AGREEMENT

NOTE: The Counties within the jurisdiction of the Unions listed below are shown on page one (1) of this Agreement.

<u>LOCAL</u>	<u>CITY</u>	<u>STREET ADDRESS</u>	<u>PHONE</u>	<u>DISPATCH HOURS</u>
#73	Stockton	3984 Cherokee Rd.	(209) 466-3356	6:30 - 9:00 A.M.
#185	Sacramento	1320 West National Drive	(916) 928-8300	6:30 - 9:00 A.M.
	Redding	2210 Twin View Rd.	(530) 221-0961	6:30 - 9:00 A.M.
#261	San Francisco	3271 – 18 th Street	(415) 826-4550	6:30 - 9:00 A.M.
	San Mateo	300 – 7 th Avenue	(650) 344-7168	6:30 - 9:00 A.M.
	San Rafael	4174 Redwood Highway	(415) 492-0936	6:30 - 9:00 A.M.
#270	San Jose	2195 Fortune Drive	(408) 294-2620	6:30 - 9:00 A.M.
	Salinas	117 Pajaro Street	(831) 422-7077	6:30 - 9:00 A.M.
	Santa Cruz	640 Eaton Street	(831) 475-7058	6:30 - 9:00 A.M.
#294	Fresno	5431 East Hedges Avenue	(559) 255-3019	6:30 - 9:00 A.M.
	Visalia	319 North Church Street	(559) 734-9426	6:30 - 9:00 A.M.
#304	Hayward	29475 Mission Blvd.	(510) 581-4681	6:00 - 9:00 A.M./3:30 – 4:30 P.M.
	Oakland	425 Roland Way	(510) 562-2661	6:00 - 9:00 A.M./3:30 – 4:30 P.M.
	Livermore	2063 Research Drive	(925) 455-8292	6:00 - 9:00 A.M./3:30 – 4:30 P.M.
#324	Martinez	611 Berrellesa Street	(925) 228-0930	6:30 - 9:00 A.M.
	Antioch	1005 Fitzuren Road	(925) 522-0006	6:30 - 9:00 A.M.
	Fairfield	4727 Mangels Blvd.	(707) 643-7214	6:30 - 9:00 A.M.
	Richmond	101 South 12 th Street	(510) 234-1069	6:30 - 9:00 A.M.
	Santa Rosa	81 Barham Avenue	(707) 542-1107	6:30 - 9:00 A.M.
	Napa	(telephone dispatch only)	(707) 226-7971	6:30 - 9:00 A.M.
#1130	Modesto	2549 Yosemite Blvd., Suite K	(209) 521-9883	6:30 - 9:00 A.M.