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Title: **Mason Contractors Exchange of Southern California, Inc. (Brick Traders) and Laborers International Union of North America (LIUNA), Southern California District Council of Laborers (2003)**

K#: **8553**

Employer Name: **Mason Contractors Exchange of Southern California, Inc. (brick traders)**

Location: **CA**

Union: **Laborers International Union of North America (LIUNA)**

Local: **Southern California District Council of Laborers**

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K 8553  
1,200 workers

34 pp.

# **BRICK TENDERS' AGREEMENT**

*9/1/03 - 8/31/06*  
**2003 - 2006**

**BETWEEN**

**THE EXECUTIVE COUNCIL OF THE  
MASON CONTRACTORS' EXCHANGE  
OF SOUTHERN CALIFORNIA, INC.**

**AND**

**SOUTHERN CALIFORNIA DISTRICT  
COUNCIL OF LABORERS**

**AND ITS AFFILIATED LOCAL  
UNIONS**

BRICK TENDERS' AGREEMENT

2003-2006

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BRICK TENDERS' AGREEMENT

BETWEEN

EXECUTIVE COUNCIL OF THE MASON CONTRACTORS' EXCHANGE OF  
SOUTHERN CALIFORNIA, INC.

AND

THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS AND ITS AFFILIATED LOCALS #220, Bakersfield, #300, Los Angeles, #402, Coastal Counties, #507, Long Beach, #585, Ventura, #591, Santa Barbara, #652, Santa Ana, #783, San Bernardino, Inyo and Mono, #802, Wilmington, #1082, El Monte, and #1184, Riverside and Imperial, affiliated with the L.I.U.N.A., AFL-CIO.

THIS AGREEMENT, entered into this 1st day of September, 2003 by and between the EXECUTIVE COUNCIL OF THE MASON CONTRACTORS' EXCHANGE OF SOUTHERN CALIFORNIA, INC., on behalf of its members signatory hereto, hereinafter referred to as the Contractor, and the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Locals #220, Bakersfield, #300, Los Angeles, #402, Coastal Counties, #507, Long Beach, #585, Ventura, #591, Santa Barbara, #652, Santa Ana, #783, San Bernardino, Inyo and Mono, #802, Wilmington, #1082, El Monte, and #1184, Riverside and Imperial, who are signatory hereto, hereinafter referred to as the Union, all affiliated with the L.I.U.N.A., AFL-CIO. Any employer which adopts this Agreement shall also be referred to as the Contractor.

A. WHEREAS, in an endeavor to stabilize conditions in the Masonry Industry and for the purpose of affording mutual protection and to advance the interests of, and to produce harmony among the members of the parties hereto; and in consideration of the mutual covenants herein contained, each to be kept and performed by the respective parties hereto, and in consideration of other good and valuable consideration, both parties mutually pledging that they shall cooperate in good faith to carry out the terms hereof.

B. UNION RECOGNITION. The Contractor hereby recognizes the Union who is signatory hereto as the sole and exclusive collective bargaining representative of all employees of the Contractor signatory hereto over whom the Union has jurisdiction; and upon being presented with evidence that a majority of the Contractor's employees have signed an authorization to have the Union represent them, the Contractor will execute an acknowledgment to that effect. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers or any employees of the Contractor above the rank of craft foreman.

C. ASSOCIATION RECOGNITION. The Union hereby recognizes the Executive Council of the Mason Contractors' Exchange of Southern California, Inc.. as the sole and exclusive bargaining representative for their respective members, present and future in

accordance with paragraph E. below, who are or who become signatory to this Agreement, and agrees that during the term of this Agreement it, individually or collectively, will not negotiate or enter any agreement with such individual members of the Executive Council of the Mason Contractors' Exchange of Southern California, Inc., relative to part or all of the subject matter covered by this Agreement.

D. **CONTRACT BINDING ON ACTIVE AND TERMINATED MEMBERS.** This agreement shall be binding upon all members of the Executive Council of the Mason Contractors' Exchange of Southern California, Inc. with the same force and effect as if this Agreement were entered into by each member individually. The Executive Council of the Mason Contractors' Exchange of Southern California, Inc., will furnish the Union with a list of members, and will, each month for the life of this Agreement, furnish a list of all new members and list of members who have resigned or have been dropped from membership. The Executive Council of the Mason Contractors' Exchange of Southern California, Inc. will acquaint all members with the provisions of this Agreement, and will endeavor to the best of its ability to compel all members to abide by all provisions of this Agreement. If a member resigns or is dropped from membership in the Executive Council of the Mason Contractors' Exchange of Southern California, Inc., that member shall automatically be bound by the Union's Short-Form Agreement to this Agreement. The Union will furnish the Executive Council of the Mason Contractors' Exchange of Southern California, Inc. with a list of all contractors, employing Brick Tenders, and signed to this Agreement.

E. **AT LEAST SEVEN (7) business days** prior to the Executive Council of the Mason Contractors' Exchange of Southern California, Inc., accepting a person, firm or corporation as a new member bound to this Agreement, the Association shall give written notice to the Union of such intent. If the Union notifies the Executive Council of the Mason Contractors' Exchange of Southern California, Inc., within five (5) business days of the receipt of such notice that the Union or the Trust Funds have a dispute with the contractor, or the Union otherwise does not intend to become bound with the person, firm or corporation to this Agreement, the person, firm or corporation shall not be deemed an eligible member bound to this Agreement.

#### ARTICLE I COVERAGE AND RECOGNITION

A. **GEOGRAPHICAL AREA.** This Agreement shall apply to all Mason Tenders working in the geographical area of Los Angeles County, Orange County, Kern County, Ventura County, Santa Barbara County, San Bernardino County, Riverside County, Inyo County, Mono County, Imperial County, San Luis Obispo County, Catalina Island, and the following offshore islands if the point of embarkation is from Los Angeles, Orange, Ventura, Santa Barbara, or San Luis Obispo County, namely, Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, San Clemente Island, San Miguel Island, Santa Rosa Island, Anacapa Island, and Santa Barbara Island, all offshore manmade islands and drilling platforms.

B. **"BRICK TENDERS" AND "MASON TENDERS"** are used as words of description but insofar as this Agreement is concerned are deemed to be the same.

C. ALL WORK COVERED BY THIS AGREEMENT shall be done by employees of the Contractor or a subcontractor under the terms of an agreement with the Union.

1. All work done by the Contractor or a Subcontractor on the construction site that falls within the claimed jurisdiction of the Laborers' International Union of North America shall be done by employees of the Contractor or a subcontractor under the terms of an agreement with the Union.

2. Neither the Contractor nor any of its subcontractors shall perform any work with employees at the site which comes within the recognized jurisdiction of the Brick Masons unless the Contractor and/or the subcontractor are signed to an appropriate current labor agreement with the Brick Masons. (This provision shall be null and void if the Brick Masons' Union does not have a similar clause in their Agreements).

D. SUBCONTRACTOR. A subcontractor is defined as any person, firm or corporation that agrees under contract with the General Contractor or his subcontractor to perform any work Covered by this Agreement, including the operation of equipment, performance of labor or the furnishing and installation of materials.

E. IF THE CONTRACTORS, parties hereto, shall subcontract work as defined herein, provision shall be made in such subcontract that said subcontractor be signatory to this Agreement, and abide by all provisions set forth within this Agreement.

F. THE CONTRACTOR SHALL NOT permit subcontracting by subcontractor without the Contractor's knowledge and permission in writing.

1. In the event the Contractor is required to subcontract work on a public works project to a certified MBE/WBE/DBE/DVBE to meet requirements contained in governmental rules or regulations, the contractor shall notify in writing the Local Union in whose jurisdiction the work is to be performed. The Union shall offer to sign the subcontractor to the Unions' MBE/WBE/DBE/DVBE Public Works Short-form Agreement.

#### G. DELINQUENCY AND COLLECTION PROCEDURE

1. The Trustees of the Trust Fund shall furnish the Contractor Associations and the Union with a list of delinquent contractors each month. Such list will also be available to all signatory contractors on request, subject to such reasonable cost as may be determined by the administrative office of the Trust Funds as representing the *cost of duplication and transmission of such lists, payment for which to be made in advance*. The Contractor agrees he/she will not subcontract any portion of his job to any subcontractor whose name appears on the delinquent list until such subcontractor has paid all delinquent monies to the various Trust Funds. In the event the Contractor subcontracts to any such delinquent subcontractor in violation of the foregoing, the Contractor shall remove such subcontractor from the job immediately, unless such delinquent subcontractor immediately makes full payment for all delinquencies to the Trusts.

2. If the Contractor fails to remove the delinquent subcontractor, the Contractor will become financially responsible for all fringe benefits owed to any funds established by this Agreement by the Contractor or by his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project in accordance with the requirements set forth below.

3. The term "Contractor" for delinquency purposes only, shall include all entities of the delinquent contractor, change of name, or change of entity, provided that the delinquent contractor holds at least ten percent (10%) ownership in the new entity.

4. In the event the Contractor subcontracts to a subcontractor that is not on the delinquency list at the time the subcontract is entered into, the Trust Office shall notify the Contractor of any delinquency of the subcontractor within ninety (90) days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of subcontractor for more than ninety (90) days prior to the date the Trust Office notice is sent to the Contractor.

5. Where a Contractor contracts with a listed delinquent subcontractor or subcontractors, and the Contractor fails to terminate the subcontract of such delinquent subcontractor, or subcontractors, the Contractor shall become financially responsible for the liability of the delinquent subcontractor's fringe benefits on that job from the commencement of the work under the subcontract the date of termination of that subcontract.

6. The Trust Fund Office shall send delinquency notices to Contractors whose contributions are not paid as required. The Trust Office shall notify the Union of those Contractors who fail to pay within five (5) days of such notice and the Union shall within forty-eight (48) hours after receipt of such notice withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the Trustees for payment.

7. Any employee rendered unemployed by reason of the foregoing shall not be deemed engaged in a work stoppage or labor dispute but shall be deemed constructively laid off by the Contractor by failure to pay monies due for the benefit of the employees. Contractor agrees that such employees are entitled to unemployment insurance and warrants that he will take no action to interfere with the employee's application for unemployment insurance. Any dispute in connection with this paragraph is subject to the grievance procedure.

8. The Trust Office shall issue delinquency notices and clearances to Contractors confirmed in writing.

9. All employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine the Contractor's records, including but not limited to payroll records, time cards, Federal W-2 Forms, 1099 and 1096 Forms, Quarterly State Tax returns and cash disbursement ledgers, all canceled checks, check registers and invoices. If requested by the Trusts, the Contractor shall provide payroll breakdown by job when a lawsuit has been filed against a contractor. The Trustees may file suit to enforce this obligation, and, if successful, shall recover their attorneys fees and costs, whether or not the audit reveals a delinquency. Any Contractor delinquent under this Article may be required by the Trust Funds to submit, in addition to regular reports, payroll breakdowns by job, and the failure to submit timely job breakdowns shall be considered a delinquency under this Article. If a Contractor refuses to furnish the foregoing the Union may take economic action.

10. It is recognized that a delinquency in contributions causes damages beyond the value of the unpaid contributions, which are difficult to quantify. These damages include, but are not limited to, the administrative costs of processing and collecting delinquencies, the costs of adjusting benefit credits and notifying participants, the additional burden placed on Contractors who faithfully pay their contributions, and the burden upon participants and beneficiaries who may be unable to qualify for benefits they may have otherwise been entitled to but for the delinquency of the Contractor. Because these damages are difficult, if not impossible, to quantify on a case-by-case basis, the parties agree that liquidated damages, not a penalty, for such losses shall be set at the greater of \$25 or 20% of the contributions late or unpaid for each Trust Fund. The parties have reviewed the costs of collection by the Trust Funds, and agree that 20% liquidated damages is an accurate projection of the Trusts' damages that result from a delinquency. In addition, any Contractor delinquent in its obligations under this Article shall be required to pay interest on the delinquent contributions (at a rate to be set by the Trustees of the Trust Funds), and any audit fees. In the event that litigation is necessary to collect any delinquent contributions (including litigation to enforce mechanic liens, stop notices, bond claims or similar remedies, and any bankruptcy or receivership proceedings) or to enforce any obligation under this Article, in addition to liquidated damages owed by the delinquent Contractor, the Contractor shall also be liable for all reasonable attorney fees and legal costs incurred in such litigation. The Trustees of the Trust Fund may waive or reduce the amount of liquidated damages, at their sole discretion and consistent with their fiduciary duties. The decision of the Trustees in any request to waive or reduce liquidated damages shall be final and binding upon the parties.

11. For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Fund as determined by the Trustees, shall consist of the following:

- a. Failure to submit trust report forms.
- b. Failure to report on all employees.
- c. Failure to make the payments as required on time.
- d. Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.
- e. Failure of the bank to honor checks submitted.
- f. Failure to pay monies due.
- g. Failure to submit to an audit.

12. In addition to any other remedies under this Article, the Union may terminate the participation of a delinquent contractor. Notice of such termination shall be sent to the Contractor, and each of the employees listed on the last report submitted by that Contractor, and shall be effective 30 days from such notice. Upon

termination, no employee of the delinquent Contractor shall accrue credit for any benefits for hours worked for that Contractor. However, termination shall not end or alter the obligations of the Contractor (or any Contractor subcontracting to that Contractor) under this Article. In addition to any other damages under this Article, a Contractor so terminated shall be liable to the Trust Funds for the cost of notice, and shall be liable to its employees for the value of any benefits lost in an amount not exceeding the hourly contributions and liquidated damages that would otherwise have been due.

## ARTICLE II REFERRAL PROCEDURES

A. REFERRAL PROCEDURES. In the employment of workers for all work covered by this Agreement, the following provisions shall govern except to the extent that Local Unions make posted non-discriminatory changes:

1. Nondiscriminatory Listing. Each Local Union shall establish and maintain an employment facility at which it shall establish and maintain an open and nondiscriminatory employment list for the use of applicants for employment in the geographical area serviced by that employment facility.

2. Registration of Applicants. Applicants shall be entitled to registration on and dispatchment from the employment list subject to the provisions of this Article.

3. Registration-First In, First Out. Applicants shall be registered on the employment list in the order of time and date of registration. There shall be five (5) groupings in the out- of-work list as hereinafter more particularly described.

4. Registration of Skills. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment or other information as may be considered necessary to the operation of the employment lists and shall furnish all requested information prior to registration. Applicants shall list any special skills which they may possess. The Union shall not be responsible for the accuracy of the information furnished by the worker.

5. Each applicant for employment shall be required to furnish evidence of completion of Scaffold Users Training class and if requested by the contractor, evidence of successful completion of Scaffold Builders Class and/or Forklift Training Class. The employer will not be required to employ any dispatched individual without the required evidence of certification and the employer will not be required to pay any show-up time.

6. Contractor Required to Call Local Union for Workers. The Contractor shall first call the employment facility servicing the geographic area in which the project is located on which employees are needed and that employment facility shall immediately dispatch to the Contractor the number of qualified and competent applicants of the classifications needed and requested by the Contractor.

The employment facility shall dispatch workers strictly in accordance with the provisions of this Agreement.

7. Contractor Furnishes Information. It shall be the responsibility of the Contractor, when ordering workers, to give the employment facility all of the pertinent information regarding the prospective employment.

8. (a) Dispatch on Nondiscriminatory Basis. The employment facility will furnish in accordance with the request of the Contractor each such qualified and competent applicant from among those registered on said employment list to the Contractor by use of a written identification slip stating information pertinent to the prospective employment, in the order of preference stated below. The selection of applicants for dispatchment to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The order of preference in the dispatchment of applicants for employment is as follows:

Group A: Applicants whom a Contractor requests by name who have been laid off or terminated from employment of the type covered by this Agreement and in the area served by the particular employment facility, within five (5) years before a request from the same Contractor or joint venture of which one (1) or more members is a former employer, who laid off or terminated them, provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member.

Group B: In addition to requests permitted in Group A, above, the Contractor may request for employment any person registered as a "Bricktender" on the out-of-work list out of order for any reason; provided, however, that the person has worked at least three hundred (300) hours under this Agreement in the previous six (6) months in the area served by the Local Union employment facility, or has been available for work on the out-of-work list at least 300 hours (calculated at 8 hours per day) at the Local Union employment facility, or a combination of both totaling at least 300 hours. Under this section, working in the area served by the Local Union employment facility shall include a person dispatched to a Contractor in that area and then transferred by the Contractor to another area pursuant to the transfer provisions contained in this Agreement. At no time shall any job contain more than fifty percent (50%) of persons requested under this section. Any Local Union, may at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job.

Group C: Applicants whose names are entered on the employment list of the registration facility and who are available for employment and who have been employed in the type of work covered by this Agreement within the geographic jurisdiction of the Union, excluding San Diego County, for at least one hundred (100) hours within the preceding year. Workers in Group C shall be referred on a first-in, first-out basis; that is, the first person registered in that group shall be the first person to be referred.

Group D: All other applicants, other than apprentices, whose names are entered on the employment list of the registration facility and who are available for employment. Workers in Group D shall be referred on a first-in, first-out basis; that is, the first person registered in that group shall be the first person referred.

Group E: The Local Union, through the Brick Tenders' Apprenticeship Training Program. Shall dispatch Apprentices from a separate list on a first-in, first-out basis; that is, the first person registered in that group shall be the first person referred; provided, however, a Contractor may request an Apprentice by name and such Apprentice shall be dispatched regardless of the Apprentice's placement on the list.

(b) Expedited Dispatch Group: The Union recognizes the need of the Contractor to have the Union dispatch workers on an expedited basis to jobsites, and the Contractor recognizes the requirement for the Union to operate a fair hiring hall. Notwithstanding any such provision of this Article, if the Contractor contacts the Local Union after posted dispatch hours and requests a worker(s) to be dispatched to a jobsite within twenty-four (24) hours of the Contractors' call to the Local Union (and the Contractor does not request the worker by name pursuant to Group A and B, above), the Local Union shall dispatch the person nearest to the top of the out-of-work list who is present at the Local Union hiring hall and if no one is present, then the person nearest the top of the out-of-work list who can be contacted by telephone. If the Local Union cannot contact a person by telephone after one telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at the Local Union hiring hall or reachable by telephone for an Expedited Dispatch shall not be eliminated from the out-of-work list.

(c) Notwithstanding the provisions of this Article, a worker shall be given preference in the order of dispatch under any of the following circumstances:

- (i) A Contractor becomes newly bound to this Agreement and requests the dispatch of its existing employees at the time the Contractor becomes bound.
- (ii) A Contractor agrees to sponsor an employee as a Journeyman Bricktender who has not worked under any Laborers Union Agreement in any geographic area; provided that Contractor agrees in writing that it intends to employ the worker on a full time basis. The Contractor shall send a letter to the Local Union to document its request.
- (iii) A worker is "stripped" from a non-union employer and is dispatched to a Contractor.
- (iv) A worker is a certified job steward and is dispatched to the job to act in such a capacity.

At no time shall any job contain more than fifty percent (50%) of persons requested under subsection (ii), (iii) and (iv), above. Any Local Union, may at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job.

(d) For Contractor requests by name pursuant to the provision of Article II, Section 8 (a), Group A and B and Apprentices, above, the Contractor shall document the request in writing, dated, signed by an appropriate management representative, specifying whether the person is a rehire and names the job for which the referral is requested.

(e) Available for employment shall mean persons eligible for referral and present at the hiring hall or present at their residence telephone (if the Local Union permits dispatching by telephone) during the Local Union's posted dispatch hours, and all persons eligible for referral and present at the hiring hall after posted dispatch hours, unless excused for the following reasons:

- (i) When death occurs in the immediate family, from the date of death and not exceeding one (1) week after the date of burial; provided, however, that the applicant produces bona fide proof of such death.
- (ii) Persons on jury duty, provided they produce bona fide proof they are serving on jury duty.
- (iii) Persons temporarily serving in the U.S. Military Reserve, provided they produce bona fide proof of such service.
- (iv) Required attendance at a Workers' Compensation hearing or other administrative or court hearing, provided they produce bona fide proof of their required attendance at such hearing.
- (v) Any other reason stated in the Local Union's hiring hall dispatch rules.

(f) Persons shall be eliminated from the registration list for the following reasons:

- (i) Dispatched to a job, except that a person who is rejected by the Contractor and fails to complete five (5) days of work (or such other period of time set forth in a Local Union's hiring hall dispatch rules) shall retain his/her position on the list. Upon request of the Contractor, no person who is rejected by the Contractor shall be dispatched again to the Contractor. Upon a Local Union's request, the Contractor will confirm its request in writing.
- (ii) Failure to accept the dispatch.
- (iii) Unavailable for employment during posted dispatch hours.

- (iv) Failure to report to a job to which the person was dispatched.
- (v) Failure to register or attend roll call in accordance with the Local Union's rules
- (vi) Any other reason stated in the Local Union's hiring hall dispatch rules.

(g) There is hereby established a Joint Referral Committee consisting of two (2) representatives of the Contractor and two (2) representatives of the Union. The establishment of the Committee is for the purpose of interpreting and enforcing all the terms and provisions of Article II, A. Any person having any disagreement with an applicant's placement or dispatch under Article II, A, shall submit his grievance to the Joint Referral Committee, by filing a written grievance with the Local Union stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance. The Joint Referral Committee shall have full power to adjust the grievance and its decision shall be final and binding upon the person submitting the grievance and all other parties involved in the dispute. In the event of a deadlock of the Joint Referral Committee, the grievance shall be referred to the permanent hiring hall neutral arbitrator, whose decision shall be final and binding. The costs of arbitration shall be borne equally by the Employer and the Local Union involved in the dispute. Forms for the submission of any such grievance shall be available at all times in the offices of the Local Unions. Neither the Joint Referral Committee nor the permanent hiring hall neutral arbitrator has the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.

(h) The parties agree that, at its option a Local Union may elect to delete Group C by posting written notice of such election at the place of dispatch.

B. 1. New employees who have not worked under this Agreement may be employed by the Contractor as a Journeyman. If so requested by the Contractor and if in accordance with this Agreement. Otherwise, all such employees should be screened and tested by the Joint Apprenticeship Committee to determine whether the employee is a journeyman or should be registered as an apprentice.

2. In the event an employee is employed as a Journeyman at the request of a Contractor pursuant to Section B.1 above, and leaves the employment of the Contractor and returns to the Local Union for dispatch, the employee shall be referred to the Joint Apprenticeship Committee for screening and testing to determine whether the employee shall maintain journeyman status or should be registered as an apprentice. The JAC's decision shall determine whether the employee is placed on the journeyman or apprentice out-of-work list for dispatch to another employer.

C CONTRACTOR MAY OBTAIN WORKERS FROM ANY SOURCE IF UNION DOES NOT REFER IN TIME. When ordering workers, the Contractor will give notice to the appropriate Local Union, or its Agents, not later than 2:30 p.m. of the day prior (Monday through Friday), or in any event, not less than 17 1/2 hours before the required reporting time; and in the event that 48 hours after such notice, the appropriate Local Union, or its Agents, shall not furnish such workers, the Contractor may procure workers from any other source, or sources. If workers are so employed, the Contractor will immediately report to the Local Union having work and area jurisdiction, or its Agents, each such worker by name.

1. If the Union is unable to refer applicants for employment to an employer in sufficient number, or sufficient type, from the groups represented within the local area as may be necessary to enable the Employer to fully comply with minority or female hiring requirements imposed by its construction contract with any Federal, State or governmental body, commission or agency or enable the employer to fully comply with all Federal and State Laws, Presidential Executive Order, regulations, rules, directives or orders which cover hiring and which are applicable to the Employer, the Employer may directly recruit from any source such number of minority or female applicants acceptable to the Employer as may be necessary to satisfy the Employer's needs to effect such compliance. As an exception to the dispatch procedures in Article II, the Union may dispatch workers who are not next in order, to aid the Employer in complying with government requirements.

2. The Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law, the Construction project number, and a copy of the compliance order.

D. UNION MEMBERSHIP REQUIRED ON EIGHTH DAY AFTER EMPLOYMENT OR AFTER EXECUTION OF THIS AGREEMENT, WHICHEVER IS LATER. It is agreed that all workers or employees covered hereby shall be, or become members of the Union in good standing on the eighth (8th) day after employment, or on the eighth (8th) day after the execution of this Agreement, whichever is later and remain continuously members in good standing of the Local Unions having work and area jurisdiction and on whose behalf this Agreement is executed as a condition of employment.

The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's non-payment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith. The Union will hold the Contractor harmless for compliance with this Section.

Subject to the following conditions, the Contractor agrees that the Contractor shall, if the Contractor has been furnished with the employee's written authorization to do so, deduct the sum certified by the Union as the amount owing for

supplemental dues from the vacation contribution portion of the wages of each employee covered hereby for each hour worked or paid for in each payroll period special supplemental dues. The Union shall have the right to make allocations of additional contributions from wages hereafter falling due in accordance with Article VII-A.

Said supplemental dues shall be transmitted concurrently with and as a part of the Employer's monthly vacation contribution with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California (Vacation Trust). All sums transmitted by employers pursuant to the above provisions for which authorizations for each employee have not been timely provided shall be deemed vacation contributions to the Vacation Trust and held by it for the account of the employee. The Unions shall bear the entire responsibility for furnishing the written authorization referred to above. All costs, expenses and fees incidental to the receipt, administration, and remittance to the Union of the supplemental dues payments from the employers' payments to the Vacation Trust shall be borne solely and entirely by the Union. This provision shall not reduce the obligation of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon each of the Contractors for whom the employee was employed and on the Southern California District Council of Laborers within fifteen (15) days following the first year or any year thereafter, revokes such authorization. The authorization shall automatically renew for subsequent agreements unless revoked.

E. CONTRACTOR FREEDOM OF SELECTION. Subject to the foregoing, the Contractor shall have complete freedom of selectivity in hiring and the Contractor retains the right to reject for any reason any job applicant referred to the employment facility. Contractor may discharge any employee for any cause which the Contractor may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any applicant or employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of the employee's work.

F. TRANSFER OF WORKERS. The Contractor recognizes the desirability of employing workers from the area in which the work is located and the Union recognizes that in the employment of the Contractor are Brick Tenders which are necessary to the efficient continuity of their operations. Therefore it is agreed that at the Contractor's option, the Contractor may transfer up to five (5) Brick Tenders from area to area. After the transfer of no more than five (5) Brick Tenders as noted above, the Contractor must hire the next two (2) Brick Tenders from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter, the Contractor may transfer one (1) additional Brick Tender for each Brick Tender hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Contractor shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Brick Tenders. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area. The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. The Union will not

unreasonably withhold issuing a clearance. For the transfer of additional Brick Tenders, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is being performed. The above additional transfers shall only be made by mutual consent.

G. TRANSFER OR REMOVAL OF WORKERS BY UNION MUST HAVE CONTRACTOR APPROVAL. Employees employed by any Contractor pursuant to the terms of this Agreement shall not be removed nor transferred by the Union unless the prior approval of the Contractor has been obtained.

H. POSTING OF REFERRAL PROCEDURES. At each employment facility the respective Local Unions shall post in places where notices to applicants for employment with the Contractor are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in Article II of this Agreement, and the Contractor shall similarly post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in Article II of this Agreement. A map showing the geographical area serviced by each employment facility shall be posted in the office of each employment facility and a copy of such map shall be furnished to the Contractor by the Union.

I. UNION NOT LIABLE FOR DAMAGES. The Union shall not be held liable for any losses occasioned by alleged incompetent work performed by any employee working for the Contractor under this Agreement.

### ARTICLE III CLASSIFICATIONS

A. TEMPORARY CLASSIFICATION. Should the Contractor or any subcontractors employ workers in the prosecution of this work in occupations or upon equipment which is not covered by one of the classifications herein specified, such employment shall, within three (3) working days after a work assignment is made or the equipment is operated, be temporarily classified by the Contractor and the Union under the classifications contained herein which will more nearly fit the particular character of the employment.

B. HIGHEST RATE FOR HIGHEST CLASSIFICATION OF WORK. In the event that the Contractor uses any employee under this Agreement in more than one classification, said employee shall be paid at the rate of the highest classification for the full day.

C. NO PIECE WORK. There shall be no piece work, bonus systems or lumping of work under this Agreement.

D. NO WORK COVERED BY THIS AGREEMENT shall be performed by any persons not covered by this Agreement including, but not limited to Apprentice Bricklayers.

**ARTICLE IV  
STRIKES-JURISDICTIONAL DISPUTES**

A. **PROCEDURE FOR SETTLING DISPUTES.** It is the purpose and intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement may be settled by the procedure set forth in Article V hereof.

B. **UNION MAY TAKE ECONOMIC ACTION AGAINST A CONTRACTOR WHO DOES NOT COMPLY WITH AGREEMENT.** It shall not be deemed a violation of any part of this Agreement if the Union signatory hereto or on whose behalf this Agreement is executed, takes any economic action against any Contractor who has failed, neglected or refused to comply with, any decision of the Joint Conference Board, arbitrator, or violation of Article II, or who has failed to pay any cost items required by this Agreement.

C. **STRIKE.** If a Contractor is performing work on a project as a subcontractor, during the construction of which such project is declared to be unfair by a Building and Construction Trades Council and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement, if during the period of said stoppage of work, the members of such Union fail to perform their work on said project for the Contractor. However, the Union will provide seventy-two (72) hours notice prior to establishing any picket line.

D. **IT IS AGREED THAT THERE WILL BE NO STOPPAGE** of work for a jurisdictional dispute or for violations of this Agreement other than those set forth in Paragraph B above.

**ARTICLE V  
JOINT CONFERENCE BOARD  
AND  
PROCEDURE FOR SETTLING GRIEVANCES AND DISPUTES**

A. **SELECTION OF JOINT CONFERENCE BOARD.**

1. The Executive Council of the Mason Contractors' Exchange of Southern California, Inc. shall select eight (8) Contractor representatives, and the signatory Unions shall appoint a total of eight (8) Union representatives as members of the Joint Conference Board.

2. The persons thus appointed shall from among themselves elect a Chairman and a Co-Chairman, one (1) from the Union and one (1) from the Contractor members, and each shall serve as Chairman during alternate meetings.

B. **QUORUM.** A quorum shall consist of not less than four (4) Contractor representatives and four (4) Union representatives; and regardless of the number of

Board members present, the Contractors appointed members, and the Union appointed members, shall at all times have an equal number of votes.

C. MEETINGS OF THE BOARD. The Joint Conference Board shall meet periodically, but at least every ninety (90) days, to review the operation of this Agreement and discuss mutual problems and to take whatever action is agreed upon that would be beneficial to the Contractor and the Union. Special meetings of the Board may be called by either Chairman or any three (3) members of the Board by written notice submitted to the Secretary of the Board.

D. AUTHORITY OF THE JOINT CONFERENCE BOARD. The Joint Conference Board shall have general Judicial powers to resolve disputes submitted in accordance with the terms of this Agreement in addition to specific powers conferred on it by this Agreement and such powers shall include, but not be limited to the following:

1. To appoint committees.
2. To hear and determine all disputes, differences and grievances between the parties and any alleged violations of the contract including but not limited to those matters specifically referred to the Grievance Committee hereinafter described.
3. Where a Contractor signatory to this Agreement has been found guilty by the Joint Conference Board of violating this Agreement, the Contractor shall be found in violation of the Agreement. After such determination by the Joint Conference Board, the Union may suspend this agreement, or any portion thereof, as to such Contractor found in such violation.
4. To impose lawful penalties against a Contractor for violation of this Agreement.
5. Where a Contractor signatory to this Agreement has been found in violation of this Labor Agreement, the Union may deny the Contractor the use of the referral procedures, or any part thereof, for such period of time as, at the discretion of the Joint Conference Board, it is necessary to compel future compliance with this Agreement.

E. PROCEDURE FOR SETTLING DISPUTES.

1. No dispute, complaint or grievance shall be recognized unless called to the attention of and in the event it is not resolved, confirmed in writing to the individual Contractor, the Association, or the Local Union and the Union within thirty (30) calendar days after the alleged violation occurred willful or concealed violations which shall be thirty (30) calendar days from the date of the Party's knowledge of the facts giving rise to the dispute, complaint or grievance.

2. It is agreed that any disputes that cannot be settled by the Contractor or the Contractor's representative and the representative of the Local Union having work and area jurisdiction shall be referred to a Grievance Committee consisting of two (2) Business Representatives signatory to this Agreement but not directly involved in the

dispute and two (2) Contractors to this Agreement, who are not directly involved in the dispute.

3. The Chairman and Co-Chairman of the Joint Conference Board shall select the members of the Grievance Committee, this Committee to meet and render a decision within twenty-four (24) hours, Saturdays, Sundays and holidays excepted. Failing to reach a decision, either party may request the dispute to be referred to the Joint Conference Board as provided in this Article V.

4. Any party to a dispute who has a decision rendered against them by the Grievance Committee shall immediately comply with the findings of such Committee, and after compliance if aggrieved with the findings of the Grievance Committee may appeal the decision of the Committee to the Joint Conference Board.

5. The Joint Conference Board shall meet within forty-eight (48) hours excluding Saturdays, Sundays, and holidays, and if the Joint Conference Board fails to reach a decision within three (3) days after the matter has been fully heard by it, then either party may refer the dispute to an impartial arbiter.

F. SELECTION OF AN IMPARTIAL ARBITER. The Chairman or Co-Chairman, either acting alone or together shall within twenty-four (24) hours request the American Arbitration Association to submit five (5) names as arbiter, and each party to the dispute shall have the right to cancel two (2) names and the fifth or remaining person shall make the decision, which shall be final and binding on both parties. The arbiter must hear the dispute within five (5) days and render a decision within two (2) working days after the matter has been heard unless both parties to the dispute agree in writing to an extension of time.

The cost of arbitration shall be borne by the party to the dispute against whom the decision is rendered.

Pending the final decision of the Grievance Committee or the Joint Conference Board there shall be no slowdown nor stoppage of work by either party.

G. JOINT COSTS. All expenses incurred and approved by the Joint Conference Board necessary for the performance of its duties shall be borne and divided equally between the Unions and the Contractors.

H. ENFORCEMENT OF DECISIONS. A Contractor and/or Union shall comply with any decision of the Grievance Committee, Joint Conference Board, or the impartial arbiter immediately upon actual notice thereof. Actual notice shall be one of the following: certified letter, telegram, telephone, or messenger to the last known address. Upon failure to so comply the Union is privileged to make no workers available to such Contractor and to take any steps necessary to enforce compliance by said Contractor with such decision of the Joint Conference Board.

I. NEITHER BOARD NOR ARBITER MAY CHANGE AGREEMENT. The terms and conditions of this contract shall be binding upon the Joint Conference Board and/or the impartial arbiter, and neither the Board nor the arbiter shall have the authority to alter, amend, or revise the wages, hours, other conditions set forth herein, because it is the intent that such Board's and/or arbiter's authority and decision shall be within the scope and limited to the application of the terms and conditions hereof.

**ARTICLE VI  
STEWARDS**

A. A STEWARD OR STEWARDS SHALL BE A WORKING EMPLOYEE, appointed by the Local Business Representative in whose work is being performed, who shall in addition to their work as Journeyman, be permitted to perform during working hours such of their Union duties as cannot be performed at other times. The Unions agree that such duties shall be performed as expeditiously as possible, and the Contractor agrees to allow Stewards a reasonable amount of time for the performance of such duties. The Union shall notify the Contractor of the appointment of each Steward. It is recognized by the Contractor and the Union that the person appointed Steward shall remain on the job as long as there is work covered by the terms of this Agreement. In no event shall a Contractor discriminate against a Steward or lay a Steward off, or discharge a Steward without mutual consent of the Local involved. If a Contractor and the Union involved do not mutually agree to the termination of a Steward, then this matter shall be referred to the procedure as provided in Article V hereof. If a Steward is laid off without notifying the Business Representative and the above procedure is not followed, the Contractor shall pay the Steward their regular wages for all days lost by this layoff.

B. THE STEWARD IS TO RECEIVE GRIEVANCES OR DISPUTES from employees of the Steward's craft and shall immediately report them to the Steward's Business Representative who shall immediately attempt to adjust said grievance or dispute with the Contractor or the Contractor's representative.

C. IF THE GRIEVANCE OR DISPUTE is not satisfactorily adjusted by the Business Representative and the Contractor or the Contractor's representative, either party may immediately refer the dispute to the procedure set forth in Article V hereof.

**ARTICLE VII  
HOURLY WAGE RATES**

HOURLY WAGE RATES	9/1/2003	7/1/2004*	7/1/2005*
Brick Tender	\$ 21.10	\$ 21.81	\$ 22.81
Fork Lift Operator	\$ 21.55	\$ 22.26	\$ 23.26

\*The Union may elect, at its option, upon at least sixty (60) days' written notice, after discussion with the Contractors, to allocate the increase indicated to (1) hourly wage rates, (2) Health & Welfare, (3) Pension, (4) Vacation, (5) Training & Retraining, (6) Supplemental Dues, (7) Center for Contract Compliance, (8) any combination thereof.

B. FOREMAN: When the company, at its option, determines to utilize a Brick Tender as a Foreman, as and when so designated, he shall receive the same foreman premium as the Bricklayer Foreman premium with a minimum of one dollar (\$1.00) per hour above the Brick Tender scale. Brick Tender Foreman who supervise other Brick Tender Foreman shall be paid not less than one dollar (\$1.00) per hour over the highest Brick Tender Foreman under their leadership.

As an exception to the dispatch procedure contained in Article II, the Union may dispatch workers requested by the Contractor as a Bricktender Foreman, who are not next in order on the out-of-work list.

C. BRICK TENDERS WORKING ON REFRACTORY STACK WORK in excess of 100 feet in height shall receive fifty cents (\$.50) per hour above the Brick Tender's rate.

D. WHENEVER AN EMPLOYEE IS REQUIRED TO WORK ON REFRACTORY WORK WHERE extreme heat prevents continuous work, the employee's wage scale shall be fifty cents (\$.50) per hour over and above the regular hourly wage scale. Whenever an employee is required to work refractory checker work or refractory through walls, he shall receive fifty cents (\$.50) per hour over and above the regular hourly wage scale for clothing allowance.

E. WHENEVER AN EMPLOYEE IS REQUIRED TO WORK WITH CARBON BRICK, acid brick or phenolic mortar, the employee shall receive fifty cents (\$.50) per hour over and above the regular hourly wage scale.

F. WHENEVER AN EMPLOYEE IS REQUIRED TO WORK ON A SWINGING SCAFFOLD above fifty (50) feet for a major portion of the workday, the employee shall be paid thirty-five cents (\$.35) per hour over and above the regular hourly wage scale.

#### ARTICLE VIII FAVORED NATIONS CLAUSE

No Contractor bound by and/or signatory hereto shall be required to pay higher wages or be subject to less favorable working rules than those applicable to other Contractors or subcontractors employing members of the Unions performing similar work in the same jurisdiction.

#### ARTICLE IX WORKING RULES

A. 1. Eight (8) hours shall constitute a day's work between the hours of 5:00 a.m. and 5:00 p.m. Lunch period shall total one-half (1/2) hour and shall begin no more than five (5) hours after beginning work.

2. All hours worked on Sundays and holidays shall be paid for at the double-time rate. All other overtime worked, Monday through Saturday midnight, shall be paid for at time and one-half of the straight-time rate.

3. No overtime shall be worked except in the case of an emergency and the foreman on the job shall obtain permission from the responsible representative of the Local Union in whose jurisdiction the job is located.

4. Permission to work shift work shall be obtained from the responsible representative of the Local Union in whose jurisdiction the job is located.

(a) On two shift work with eight (8) hour shifts, first shift works eight (8) hours for eight (8) hours' pay. Second shift works seven and one-half (7 1/2) hours for eight (8) hours' pay.

(b) On two (2) shift work with ten (10) hour shifts, first shift works ten (10) hours for twelve (12) hours' pay. Second shift works nine and one-half (9 1/2) hours for twelve (12) hours' pay.

(c) On three (3) shift work, first shift works eight (8) hours for eight (8) hours' pay, second shift works seven and one-half (7 1/2) hours for eight (8) hours' pay, and third shift works seven (7) hours for eight (8) hours' pay.

(d) On jobs where shifts are worked, the Contractor and the responsible representative of the Local Union in whose jurisdiction the job is located may mutually agree to regulate the starting time of the first shift to permit maximum utilization of daylight hours.

(e) In shift work, the hours worked between twelve (12:00) midnight Friday and twelve (12:00) midnight Sunday shall be considered overtime.

(f) On new construction, shift work shall operate continuously through weekends and holidays to the completion of the job.

(g) On industrial or marine repair the continuity of shift work shall be approved by the Local Union in whose jurisdiction the job is located.

(h) In no case shall any employee work more than one (1) established shift in any calendar day and each shift shall have its separate Foreman, as required.

(i) When so elected by the contractor, a single shift starting between the hours of 5:00 a.m. and 8:00 a.m., of four (4) ten (10) hour days may be worked for eight (8) or more consecutive days, excluding Saturdays, Sundays, and holidays, provided the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such shift. All employees working this shift shall work ten (10) consecutive hours, exclusive of meal period, for which ten (10) hours' of straight time shall be paid Monday through Friday. All time worked before 5:00 a.m. or in excess of ten (10) hours in any one (1) day shall be paid for at the appropriate overtime rate. This subparagraph (i) will only be effective if the employees of the Contractor performing work which comes within the recognized jurisdiction of the Brick Masons working on the Job or project agree to the same provisions.

5. The responsible representative of the Local Union in whose jurisdiction the job is located shall be allowed to grant permission to a Contractor, on

single operations, to start before 5:00 a.m. Such deviation of starting or quitting time shall not subject the Contractor to the overtime rates specified in this Agreement.

6. On freeways or new work where conditions prevent working normal work hours, hours will be worked as follows:

(a) Without regard to starting time, any single shift with quitting time within "swing-shift" hours will receive eight (8) hours' pay for seven and one-half (7 1/2) hours worked.

(b) Any single shift with quitting time within "grave-yard" hours will receive eight (8) hours' pay for seven (7) hours worked.

(c) Any single shift beginning before 5:00 a.m. and ending in "day shift" hours will receive eight (8) hours' pay for seven (7) hours worked.

If such daily shift should exceed designated shift hours, overtime rates according to this Agreement will apply. All benefits will be paid on hours paid.

**B. SPECIAL SHIFTS:**

1. It is agreed that the Contractor and Union may mutually agree upon different starting or quitting times for any of the above-named shift arrangements.

**C. TWO, FOUR AND EIGHT CLAUSE.** Any worker or employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting unless he has been notified before the end of his last preceding shift not to report; and any worker or employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay; and if more than four (4) hours are worked in any one day, he shall receive no less than a full day's pay therefore, unless prevented from working for reasons beyond the control of the Contractor including, but not limited by such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workers or employees are not required to remain on the project by the Contractor or the Contractor's agent. However, any worker referred under Article II of this Agreement to the Contractor's job who arrives without proper documentation as set forth on the INS I-9 forms shall not be entitled to show-up or subsistence.

1. On jobs where the work site is over one-half (1/2) mile from the gate entrance of the plant, the employee shall furnish their phone number to the foreman on the job and in the event the employee reports for work at the regular starting time and for whom no work is provided, the employee shall receive pay for two (2) hours at the stipulated rate of pay unless (a) the employee has been notified before the end of the employee's last shift not to report for work, or (b) the employee has been notified prior to leaving home not to report for work.

**D. EMPLOYEES SHALL NOT WORK MORE THAN** five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half (1/2) hour meal period, in addition to their straight

time normal shift period of eight (8) hours, they shall receive one-half (1 /2) hour pay at the double-time rate. When they are required to work overtime after 6:30 p.m., they shall be allowed a half-hour meal period for every five (5) hours thereafter they are required to remain on the job. Meal periods may be staggered so to meet job requirements.

E. ALL WAGES MUST BE PAID WEEKLY ON THE JOB. Each employee shall be paid prior to the end of the employee's shift. When workers are discharged, they must be paid wages due them at the time of discharge, in accordance with the California State Labor Code. Notwithstanding the grievance procedure in this Agreement, employees who are not paid in accordance with the provisions of this Paragraph E, only, may if desired, appeal directly to the Labor Commissioner.

If a Contractor pays an employee by check, draft, or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn or insufficient funds to his account at the time of presentation, the Contractor will be required to issue only certified checks for all employees working under this Agreement on that job for the duration of that job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charge assessed.

The Contractor shall show the total straight time and total overtime hours worked on each check stub or voucher, together with the date of the check and the date of the end of the pay period, if they are different, and all legal deductions. The Contractor shall, effective upon the next printing of check or vouchers, show the Contractor's name and address on each check stub or voucher.

F. HOLIDAYS. The following days are recognized as holidays as designated by the United States Government: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a legal holiday.

G. IT IS THE INTENT OF THIS AGREEMENT THAT, all factors being equal, an employee shall have employment for a full shift. When the Union and Contractors consider and agree that conditions in the industry, in the area covered by this Agreement, warrant a shortened workday or workweek, the parties shall jointly give adequate consideration and discussion of such changes; provided, however, that any such changes in the workday or work week shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the workday or workweek.

H. CARBON OR ACID BRICK. Employees on a carbon or acid brick job necessitating change of clothing due to the dirty nature of the work shall be allowed fifteen (15) minutes to change clothing and clean tools but must remain on the job until regular quitting time.

I. COFFEE BREAKS. Workers on every job will be granted one ten (10) minute coffee break per day or per shift if working shift work. The coffee break shall be taken at the same time as the Brick Masons on the job are released for their designated coffee break.

J. MAKE UP ON SATURDAY. In the event employees are unable to work 40 hours in a week because of bad weather or any reason beyond the control of the

Contractor, Saturday can be a "Make-Up" day at the straight time rate. The Union must be notified.

K. The Parties to this agreement recognize Industrial Wage Order 16-2001 covering "On Site Construction, Mining, Drilling and Logging Industries." Any dispute or grievance arising from the Wage Order shall be processed under and in accordance with Article V, Procedures for Settlement of Grievances and Disputes of this agreement. Wherever the Wage Order refers to collective bargaining agreements, this Master Brick Tenders' Agreement shall be deemed to satisfy all of the requirements for treatment as a qualified collective bargaining agreement.

#### ARTICLE X DUTIES OF A BRICK TENDER

1. The handling of bricks, mortar, or any other materials to serve the Brick, Block, Stone or Adobe Mason in any capacity is the work of the Mason Tenders; building, planking, erecting and dismantling of scaffolds, regardless of height, mixing and tempering mortar, mixing grout for reinforced walls when mixed on jobsite, vibrating of grout in reinforced walls, cleaning up after the Mason.

2. To see that mortar is mixed and all materials are ready for the Bricklayer at the regular starting time. The Brick Tender shall be given time off to compensate for time worked before the regular starting time to accomplish this work.

3. Fork lift, crane, conveyor belt and/or conveying of all material used by the Brick Mason from the first point of delivery to the mechanic whether done manually or by machinery (semi-automatic or automatic hoist, or grout or mortar mixing or pumping machine) or equipment devised to replace the wheelbarrow or buggy. Any device used to transport or install all masonry materials, including, but not limited to, stone and/or prefabricated panels.

4. The foregoing are by way of description and not by way of limitation. All services which are incidental to the performance of any of the duties described above shall be deemed included in the general description of Brick Tender's work.

#### ARTICLE XI FRINGE BENEFITS

##### A. Health and Welfare:

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Health and Welfare Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement. The Union shall have the right to make allocations of additional contributions from wages hereafter falling due in accordance with Article VII-A.

2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be designated by the Trustees.

3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Health and Welfare Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

**B. Pension:**

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Pension Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement. The Union shall have the right to make allocations of additional contributions from wages hereafter falling due in accordance with Article VII-A.

2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.

3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers Pension Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

4. The Pension Trust Fund agreement will be amended to provide that the Trustees may not increase pension benefits during the life of the Agreement. Any increase in pension contributions will be directed to decrease the unfunded accrued liabilities. The establishment of an Annuity Trust Fund Agreement between the Contractors and the Union may be initiated at any time during the life of this Agreement by mutual consent.

**C. THE CONTRACTOR SHALL PAY THE SUM DESIGNATED IN ATTACHMENT #1 FOR EACH HOUR WORKED, or paid for, by each employee covered by this Agreement to the Construction Laborers' Vacation Trust Fund for Southern California, for all employees covered by the terms of this Agreement. This sum, so paid, shall include both vacation benefits and supplemental dues, if so authorized. Whether such deduction is authorized or not, all of the foregoing shall be added and transmitted to the Administrator of the Vacation Trust. The Union shall have the right to make allocations of additional contributions from wages hereafter falling due in accordance with Article VII-A.**

**1. THE CONTRACTOR APPROVES AND CONSENTS TO THE APPOINTMENT OF THE TRUSTEES designated by the Construction Laborers' Vacation Trust. Agreement of**

Southern California and further ratifies, confirms and consents to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agrees to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as may be constituted in its original form and as amended.

2. THE CONTRACTOR ELECTS TO BECOME A PARTY TO THE AGREEMENT AND DECLARATION of Trust establishing the Vacation Plan referred to herein and does authorize the Trustees of said Trust to accept the Contractor's signature herein as evidence of such election to the same extent as if the Contractor's signature were affixed to a copy of said Trust Agreement.

D. THE CONTRACTOR SHALL PAY THE SUM DESIGNATED IN ATTACHMENT #1 FOR EACH HOUR WORKED, or paid for by each employee covered by this Agreement to the Laborers' Training and Retraining Trust for Southern California, for all employees covered by the terms of this Agreement. The Union shall have the right to make allocations of additional contributions from wages hereafter failing due in accordance with Article VII-A.

1. It is further understood that the contributions for Training and Retraining will match that called for in the agreement between the Southern California District Council of Laborers and the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc., during the term of this Agreement. Notwithstanding the provisions of Paragraph D above, in the event that said contribution exceeds \$.15 per hour, the Executive Council of the Mason Contractors' Exchange of Southern California, Inc. may exercise the option with thirty (30) days' prior notice to terminate the Training program and add the \$.15 per hour to the wages for the Brick Tenders.

2. The Union agrees that the parties will recommend that the Laborers' Training and Retraining Trust for Southern California will establish and maintain a training program for Brick Tenders at their facility. Said training program will be designed and modified by the Trust in conjunction with an advisory committee from the Masonry Industry. Members of said advisory committee shall be appointed by the Executive Council, M.C.E.S.C., Inc.

3. THE CONTRACTOR APPROVES AND CONSENTS TO THE APPOINTMENT OF THE TRUSTEES designated by the Laborers' Training and Retraining Trust Agreement for Southern California and further ratifies, confirms and consents to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agrees to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as may be constituted in its original form and as amended.

4. THE CONTRACTOR HEREBY ELECTS TO BECOME A PARTY TO THE AGREEMENT and Declaration of Trust establishing the Training and Retraining Trust

referred to herein and does authorize the Trustees of said Trust to accept the Contractor's signature herein as evidence of such election to the same extent as if the Contractor's signature were affixed to a copy of said agreement.

**E. CENTER FOR CONTRACT COMPLIANCE:**

1. The Contractor shall pay to the Center for Contract Compliance ("CCC") the sum designated in Section A of this Article for each hour worked (or paid for) on all classifications contained in this Agreement. The Union shall have the right to make allocations of additional contributions from wages hereafter falling due in accordance with Article VII-A.

2. The Contractor is bound by all the terms and conditions of the Agreement and Declaration of Trust of the CCC.

**ARTICLE XII  
FUND FOR MASONRY INDUSTRY ADVANCEMENT**

To protect and expand the interests of the Masonry Industry, to be aware of modes and methods of improving the efficiency of the industry, and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of Contractors the Contractor will contribute the sum of eight cents (\$.08) per hour for all hours worked or paid for by all employees under the terms of this Agreement to the industry promotion trust known as Masonry Institute of America (MIA). All funds contributed by the Contractors shall be allocated to said promotion trust as follows:

Masonry Institute of America	100%
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The above funds are employer established and administered Trusts formed and created for this purpose, and the Contractor hereby adopts and agrees to be bound by the terms of those certain Trust agreements establishing the above-named Trusts, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trusts.

**ARTICLE XIII  
GENERAL SAVING CLAUSE**

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 in this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held of determined to be illegal or void as being in contravention of any such laws, rulings or regulations, they will promptly enter into lawful negotiations on the substance thereof; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

**ARTICLE XIV  
TERM, TERMINATION AND RENEWAL**

A. THE TERM OF THIS AGREEMENT shall commence on the 1st day of September, 2003 and continue until the end of the 31st day of August 2006, and for additional periods of one year thereafter unless sixty (60) days prior to August 31, 2006 or any subsequent yearly period either party shall give written notice to the other of a desire to modify or amend this Agreement.

B. SUCH WRITTEN NOTICES WILL BE PROPERLY EXECUTED if the principals are notified by certified mail, received not less than sixty (60) days prior to August 30th.

C. NOTWITHSTANDING THE PROVISIONS OF PARAGRAPH A OF THIS ARTICLE XIV, it is mutually agreed that the Executive Council of the M.C.E.S.C., Inc. and the Southern California District Council of Laborers will meet thirty (30) days of any adjustment and any rates and conditions negotiated by the Executive Council and any Bricklayer Local within the jurisdiction of the District Council of Laborers. The parties will attempt to reach mutual agreement on adjustments of the same nature for the same geographical area.

**ARTICLE XV  
SUBSISTENCE AND TRAVEL PAY PROVISIONS**

A. DURING THE TERM OF THIS AGREEMENT THE SUBSISTENCE AND TRAVEL PAY provisions paid to Bricklayers within any portions of the geographical area covered by this Agreement shall be paid to Brick Tenders in the same amount as paid to Bricklayers within that specific geographical area. It is the intent of the parties that Brick Tenders and Bricklayers shall receive the same subsistence and travel pay allowances at all times during the term of this Agreement.

B. IF, DURING THE TERM OF THIS AGREEMENT THE SUBSISTENCE AND TRAVEL PAY provisions paid to Bricklayers within any portions of the geographical area covered by this Agreement shall be increased, then in such portions of the geographical area so increased, the same increase shall be applicable to Brick Tenders.

Any increase as described above shall automatically become a portion of this Agreement and no further amendment or writing shall be necessary in order to effectuate such increase.

C. ON ANY MILITARY BASE WITHIN THE JURISDICTION OF THIS AGREEMENT, where the Bricklayers Agreement provides for a wage differential in lieu of subsistence and/or travel pay allowances, the Brick Tenders shall also receive the wage differential in lieu of subsistence and/or travel pay.

**ARTICLE XVI**

A. JOBSITE TRANSPORTATION. Whenever there are remote areas, hazardous road conditions or security restrictions, the Contractor is required to furnish transportation for men within the jobsite to the place of their "work."

B. PARKING FACILITIES. The Contractor shall provide or pay for parking facilities for employees where free parking is not available within two (2) blocks of the

Job. Where payment is applicable, payment shall be made to the employee who turns in a parking check stub for reimbursement of actual cost. Such parking check stubs may be turned in weekly or on termination of employment, whichever occurs sooner.

#### ARTICLE XVII

A. ALL SAFETY REGULATIONS in accordance with CAL-OSHA shall be observed by the Contractors, and any abnormal gear so required shall be furnished by the Contractors.

B. CONTRACTORS SHALL PROVIDE SANITARY DRINKING WATER containers and individual drinking cups as well as sanitary facilities on all Jobs employing workers covered by this Agreement.

C. DURING THE TERM OF THIS AGREEMENT, the Union shall not knowingly dispatch individuals that are under the influence of Drugs or Alcohol and shall dispatch only individuals that are willing to test in Drug and Alcohol Abuse Prevention Programs, subject to conformance with governing laws.

#### ARTICLE XVIII OTHER AGREEMENTS

In the event the Contractor shall perform services outside the geographic area covered by this Agreement, and within the Twelve Southern Counties of California, the Contractor shall be bound by all of the terms and conditions of the Mason Tenders Agreement then generally in effect between the Laborers' Local Union having geographic jurisdiction of the area in which such work is performed and employers performing such work in such geographic area.

#### ARTICLE XIX SUCCESSORS

The Contractor hereunder enters into this Agreement on behalf of their self if an individual, on behalf of itself, if a co-partnership or corporation, and on behalf of any other business entity which has performed, does perform, or in the future may perform any type or class of work covered by this Agreement and in which such entity the Contractor hereunder shall have an interest, whether such entity be sole proprietor, partnership, Joint venture, corporation, their/its successors and assigns. Nothing herein shall be deemed to require a successor contractor to discharge an obligation otherwise barred by a bankruptcy proceeding involving a predecessor contractor.

Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.

#### ARTICLE XX APPRENTICESHIP

A. BRICK TENDERS APPRENTICESHIP TRAINING PROGRAM has been approved by the Division of Apprenticeship Standards, State of California. The wage and fringe package for their employment is as follows:

September 1, 2003 – June 30, 2004

	First Period		Second Period		Third Period		Fourth Period	
		%		%		%		%
Wage	\$12.66	60%	\$14.77	70%	\$16.88	80%	\$18.99	90%
H&W	2.49	60%	2.91	70%	3.32	80%	3.74	90%
Pension	.79	20%	.79	20%	.79	20%	.79	20%
Vacation	.36	20%	.72	40%	1.08	60%	1.44	80%
Supp Dues	.15	20%	.30	40%	.45	60%	.60	80%
Training & Ret	.21	100%	.21	100%	.21	100%	.21	100%
CCC	.00	0%	.15	100%	.15	100%	.15	100%
Industry Fund	.00	0%	.08	100%	.08	100%	.08	100%
<b>TOTAL</b>	<b>\$16.66</b>		<b>\$19.93</b>		<b>\$22.96</b>		<b>\$26.00</b>	

July 1, 2004 – June 30, 2005

	First Period		Second Period		Third Period		Fourth Period	
		%		%		%		%
Wage	\$13.09	60%	\$15.27	70%	\$17.45	80%	\$19.63	90%
H&W	2.49	60%	2.91	70%	3.32	80%	3.74	90%
Pension	.92	20%	.92	20%	.92	20%	.92	20%
Vacation	.36	20%	.72	40%	1.08	60%	1.44	80%
Supp Dues	.15	20%	.30	40%	.45	60%	.60	80%
Training & Ret	.21	100%	.21	100%	.21	100%	.21	100%
CCC	.00	0%	.15	100%	.15	100%	.15	100%
Industry Fund	.00	0%	.08	100%	.08	100%	.08	100%
<b>TOTAL</b>	<b>\$17.22</b>		<b>\$20.56</b>		<b>\$23.66</b>		<b>\$26.77</b>	

July 1, 2005 – August 31, 2006

	First Period		Second Period		Third Period		Fourth Period	
		%		%		%		%
Wage	\$13.69	60%	\$15.97	70%	\$18.25	80%	\$20.53	90%
H&W	2.49	60%	2.91	70%	3.32	80%	3.74	90%
Pension	1.00	20%	1.00	20%	1.00	20%	1.00	20%
Vacation	.36	20%	.72	40%	1.08	60%	1.44	80%
Supp Dues	.15	20%	.30	40%	.45	60%	.60	80%
Training & Ret	.21	100%	.21	100%	.21	100%	.21	100%
CCC	.00	0%	.15	100%	.15	100%	.15	100%
Industry Fund	.00	0%	.08	100%	.08	100%	.08	100%
<b>TOTAL</b>	<b>\$17.90</b>		<b>\$21.34</b>		<b>\$24.54</b>		<b>\$27.75</b>	

**ARTICLE XXII  
PUBLIC WORKS PROJECT DAVIS-BACON ACT AND RELATED STATUTES**

In the event an individual Employer bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are

contained in 29 CFR Parts 1, 3, 5, and 7, and which determinations are published in The Federal Register), or by the Director of the California Division of Industrial Relations, or a County, City or other public entity and the established prevailing wage rate, including vacation contributions, is lower by no more than fifteen percent (15%) on residential or housing work or by no more than ten percent (10%) on any other type of work, than the Brick Tenders' Agreement hourly wage rate (excluding fringe benefits) the published hourly wage rate, including vacation contributions, at the time of bid shall apply to the job or project for the duration of the job or project but in no event to exceed an eighteen (18) month period.

In the event the job or project extends beyond eighteen (18) months, the wage rates, including vacation contributions, shall be increased thereafter to maintain the appropriate fifteen percent (15%) or ten percent (10%) differential under the then current Brick Tenders' Agreement.

Should the predetermined wage rate and the Brick Tenders' Agreement rate be the same, it is agreed that rate shall be in effect for an eighteen (18) month period. On work that extends beyond eighteen (18) months, then the current Brick Tenders' Agreement rate shall apply.

If any public agency publishes prevailing wage and fringe benefit rates for the Brick Tender classification for a specific job or project which are less than the rates set forth in the Brick Tender Agreement, and there are non-signatory prime bidders on the plan holders list, or if there is no bid list published, then the individual Employer may bid said project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the bid specifications.

ARTICLE XXIII  
ALL INCLUSIVE AGREEMENT

This Agreement and any attached addenda contain all of the covenants, stipulations and provisions agreed upon by the parties hereto, except the Apprenticeship Program, and no agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein.

EXECUTIVE COUNCIL OF THE MASON  
CONTRACTORS' EXCHANGE OF  
SOUTHERN CALIFORNIA, INC.  
386 Beech Avenue #4  
Torrance, CA 90501-6202  
(310) 533-4014

SOUTHERN CALIFORNIA DISTRICT  
COUNCIL OF LABORERS  
4399 Santa Anita Ave., Suite 204  
El Monte, CA 91731  
(626) 350-6900

\_\_\_\_\_  
Pres.

\_\_\_\_\_  
Sec.Treas.

\_\_\_\_\_  
Bus.Mgr.

\_\_\_\_\_  
Dated: August 8, 2003

\_\_\_\_\_  
Dated: August 8, 2003

ATTACHMENT #1

CONTRIBUTIONS PAYABLE TO TRUST FUNDS

EFFECTIVE	9/01/2003	7/1/2004	7/1/2005
Laborers' Health and Welfare Fund			
for Southern California	\$ 4.15	\$ 4.15	\$ 4.15
Construction Laborers' Pension			
Fund for Southern California	\$ 3.96	\$ 4.60	\$ 5.00
Construction Laborers' Vacation			
Fund for Southern California*	\$ 2.55	\$ 2.55	\$ 2.55
Laborers' Training and Retraining			
Fund for Southern California	\$ 0.21	\$ 0.21	\$ 0.21
Center for Contract Compliance			
Trust Fund	\$ 0.15	\$ 0.15	\$ 0.15
Industry Fund	\$ 0.08	\$ 0.08	\$ 0.08

\*Includes supplemental dues of \$.75 if so authorized.