

NORTHERN CALIFORNIA
MASON TENDERS
COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2008 through JUNE 30, 2011

BY AND BETWEEN

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MULTI-EMPLOYER BARGAINING ASSOCIATION
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AND

NORTHERN CALIFORNIA
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NORTHERN CALIFORNIA MASON TENDERS' AGREEMENT

THIS AGREEMENT, effective the FIRST DAY of JULY, 2008, 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 nine (9) Laborers' Local Unions:

LOCAL UNION # 73 –	STOCKTON and Counties of San Joaquin and Calaveras.
LOCAL UNION # 139 –	SANTA ROSA and Counties of Sonoma, Mendocino, Del Norte, and Humboldt.
LOCAL UNION # 185 –	SACRAMENTO and 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 # 270 –	SAN JOSE and Counties of Santa Clara and Santa Cruz.
LOCAL UNION # 291 –	SAN RAFAEL and Counties of Marin, Napa and Lake.
LOCAL UNION # 294 –	FRESNO and Counties of Fresno, Kings, Madera and Tulare.
LOCAL UNION # 297 –	SALINAS and Counties of Monterey and San Benito.
LOCAL UNION # 324 –	VALLEJO and County of Solano.
LOCAL UNION #1130 –	MODESTO and Counties of Stanislaus, Tuolumne, Merced and Mariposa.

DEFINITIONS:

"Employer" or "Employers" means all employers who are bound by this Agreement.

"Independent Employer" means an employer who is bound by this Agreement by signing the signature page of this Agreement.

"Individual Employer" means an employer who is bound by this Agreement through a Delegation of His Bargaining Right to the NCMCMBBA.

"Member of the NCMCMBBA" means an employer who is bound by this Agreement through a Delegation of His Bargaining Right to the NCMCMBBA and holds membership in the NCMCMBBA.

"NCDCL" means Northern California District Council of Laborers.

"Union" means the NORTHERN CALIFORNIA DISTRICT COUNCIL of LABORERS on its own behalf, and on behalf of nine (9) Local Unions who are also party to this Agreement.

"Employee" or "Workman" means employees or workmen of employers bound to this Agreement who are performing work covered by this Agreement.

ARTICLE I – COVERAGE AND RECOGNITION

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 NCMCMBBA recognizes the Union as the sole and exclusive bargaining representative for the employees performing work covered by this Agreement.

Section 4. The Union hereby recognizes and acknowledges that the NCMCMBBA includes in its membership individual employers who have designed the NCMCMBBA 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 NCMCMBBA, as hereinabove referred to, is the collective bargaining representative of all persons, partnerships, firms or corporations who designate the NCMCMBBA 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, fork lifts, 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 bricklayer and blocklayers 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 bricklayer or blocklayer 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 Employer upon work covered by this Agreement, and said subcontractor, with respect to such work, shall be considered an Employer bound 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.

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.

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 NCMCMBBA 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 NCMCMBBA whenever any such change, merger or amalgamation becomes effective. If the NCMCMBBA desires a location of a hiring hall or daily dispatching hours other than as specified herein, notice of such desire shall be giving 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 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 nine (9) 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 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 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.

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, by laws, 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 NCMCMB 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. There shall be an additional one dollar and ninety-six cents (\$1.96) per hour increase effective July 1, 2008 and an additional one dollar and eighty cents (\$1.80) per hour increase effective July 1, 2009 and an additional two dollar (\$2.00) per hour increase on July 1, 2010. 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.
- b. Effective July 1, 2008 a one time adjustment to employees working in the areas represented by Local 1130 (Modesto), Local 73 (Stockton) and Local 185 (Sacramento) will receive a hourly increase of two dollars and twenty six cents (\$2.26) instead of the one dollar and ninety six cents (\$1.96) included above. In the subsequent years of the agreement (2009 and 2010) the increase will be the same as the other mason tenders (one dollar and eighty cents (\$1.80) per hour on July 1, 2009 and two dollars (\$2.00) per hour on July 1, 2010).

ARTICLE V - WAGES AND FRINGE CONTRIBUTIONS (continued)

		EFFECTIVE	
	07/01/08	07/01/09	07/01/10
<u>Local Union #1130, Modesto; Local #73, Stockton; Local #185, Sacramento; and Local #297, Salinas:</u>			
Wage Rate (includes Vacation & Dues)	\$28.32	*\$1.80 per hour	*\$2.00 per hour
Vacation-Holiday Dues Supplement	\$ (2.28)		
Health & Welfare Contribution	\$ 5.54		
Pension Contribution	\$ 4.96		
Annuity Contribution	\$ 1.00		
Mason Tenders Training	<u>\$ 0.34</u>		
TOTAL WAGE/FRINGE PACKAGE	\$40.16	\$41.96	\$43.96

Local #294, Fresno:

Wage Rate (includes Vacation & Dues)	\$28.32	*\$1.80 per hour	*\$2.00 per hour
Vacation-Holiday-Dues Supplement	\$ (2.28)		
Health & Welfare Contribution	\$ 5.54		
Pension Contribution	\$ 4.96		
Annuity Contribution	\$ 1.00		
Mason Tender Training	<u>\$ 0.34</u>		
TOTAL WAGE/FRINGE PACKAGE	\$40.16	\$41.96	\$43.96

Local Union #139, Santa Rosa; Local #324, Vallejo; and #291 Napa:

Wage Rate (includes Vacation & Dues)	\$ 28.57	*\$1.80 per hour	*\$2.00 per hour
Vacation-Holiday-Dues Supplement	\$ (2.28)		
Health & Welfare Contribution	\$ 5.54		
Pension Contribution	\$ 4.96		
Annuity Contribution	\$ 1.00		

Mason Tender Training \$ 0.34

TOTAL WAGE/FRINGE PACKAGE \$ 40.41

Local #291, San Rafael:

Wage Rate (includes Vacation & Dues) \$29.57 *\$1.80 per hour *\$2.00 per hour

Vacation-Holiday-Dues Supplement \$ (2.28)

Health & Welfare Contribution \$ 5.54

Pension Contribution \$ 4.96

Annuity Contribution \$ 1.00

Mason Tender Training \$ 0.34

TOTAL WAGE/FRINGE PACKAGE \$41.41 \$43.11 \$45.11

Local #270, Santa Clara County:

Wage Rate (includes Vacation & Dues) \$30.68 *\$1.80 per hour *\$2.00 per hour

Vacation-Holiday-Dues Supplement \$ (2.75)

Health & Welfare & Dental Contribution \$ 6.33

Defined Contribution \$ 2.00

Defined Benefit Plan \$ 2.30

Mason Tender Training \$ 0.10

TOTAL WAGE/FRINGE PACKAGE \$41.41 \$43.21 \$45.21

Local #270, Santa Cruz:

Wage Rate (includes Vacation & Dues) \$29.68 *\$1.80 per hour *\$2.00 per hour

Vacation-Holiday-Dues Supplement \$ (2.75)

Health & Welfare Contribution \$ 6.33

Pension Defined Contribution \$ 2.00

Pension Defined Benefit \$ 2.30

Mason Tender Training	\$ 0.10		
TOTAL WAGE/FRINGE PACKAGE	\$40.41	\$42.21	\$44.21

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

For all Locals in all regions, effective July 1, 2009 there will be an increase of one dollar and eighty cents (\$1.80) per hour; effective July 1, 2010 there will be an increase of two dollars (\$2.00) per hour to be allocated at the Union's discretion to wages and/or fringe benefits.

Section 3. 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 NCMCMB at least sixty (60) days prior to the date said contribution rates are changed.

Section 4. Whenever Mason Tenders are working on refractory work where heat-protective clothing is required, they shall receive two dollars (\$2.00) per hour above the current wage rate for every hour worked. The employer is to furnish all necessary protection clothing and heat fatigue aids.

Section 5. APPRENTICE MASON TENDERS: 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 6. New applicants for membership who cannot provide reasonable proof of three thousand (3,000) or more hours of employment as a Mason Tender/Hod Carrier shall, whenever possible, enter the Apprenticeship Program unless that applicant is designated a journey worker by a referring Employer after appropriate screening measures. Any person entering but failing to maintain and complete his or her apprenticeship shall not be employed by any Employer as a journey worker under this Agreement. The failure of any apprentice to maintain his or her apprenticeship status shall obligate the Employer to discharge such person upon written notice from the Union.

FOR LOCAL UNIONS #73, #139, #185, #291, #297, #294, #324, and #1130:

WAGE RATE AS A PERCENTAGE OF JOURNEYMAN RATE

<u>APPRENTICE WAGE/FRINGE AS OF 07/01/08</u>	60%	65%	70%	75%	80%	90%
First 500 Hours of employment: Full benefits except for annuity and vacation and/holiday except for dues.	\$	\$	\$	\$	\$	\$
501 – 1000 Hours of employment Full benefits except for annuity and vacation and/holiday except for dues.	None	\$	\$	\$	\$	\$
1001 – 1500 Hours of employment Full fringe benefit contributions.	None	None	\$	\$	\$	\$
1501 – 2000 Hours of employment Full fringe benefit contributions.	None	None	None	\$	\$	\$
2001 – 2500 Hours of employment Full fringe benefit contributions.	None	None	None	None	\$	\$
2501 – 3000 Hours of employment	None	None	None	None	None	\$

FOR LOCAL UNION 270, SANTA CLARA and SANTA CRUZ COUNTIES:

WAGE RATE AS A PERCENTAGE OF JOURNEYMAN RATE

<u>APPRENTICE WAGE/FRINGE AS OF 07/01/08</u>	60%	65%	70%	75%	80%	90%
First 500 Hours of employment: Full benefits except for annuity and vacation and/holiday except for dues.	\$	\$	\$	\$	\$	\$
501 – 1000 Hours of employment Full benefits except for annuity and vacation and/holiday except for dues.	None	\$	\$	\$	\$	\$
1001 – 1500 Hours of employment Full fringe benefit contributions.	None	None	\$	\$	\$	\$
1501 – 2000 Hours of employment Full fringe benefit contributions.	None	None	None	\$	\$	\$
2001 – 2500 Hours of employment Full fringe benefit contributions.	None	None	None	None	\$	\$
2501 – 3000 Hours of employment	None	None	None	None	None	\$

Section 7. The Employer may pay a higher rate at his/her option. However, the apprentice must meet his or her commitments to the Joint Apprenticeship Committee (JAC) regardless of the level being paid.

Section 8. Entry into the Apprenticeship Program shall be controlled and administered by the JAC, 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 JAC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice. The JAC may also grant accelerated credit for an apprentice who received Mason Tender work experience and/or training prior to entry into the Apprenticeship Program.

Section 9. 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.

Section 10. The employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The ratio shall be a minimum of one (1) Masonry Apprentice to five (5) journey workers (subject to the availability of Apprentices) and can be a maximum of one (1) Mason Tender Apprentice to three (3) journey workers.

Section 11. When six (6) mason tenders are employed, the employer agrees that he shall designate one (1) Mason Tender as a foreman. The foreman's rate of pay shall be one dollar (\$1.00) per hour above the current regular mason tender's wage rate.

ARTICLE VI - 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 VII - 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 #270 as herein provided.

Section 2. Within the jurisdiction of Laborers' Local Union #270, the Employer shall deposit the deductions of thirty-eight cents (\$.38) per hour for the dues check-off with the Laborers' Local Union #270 Trust Fund together with other fringe benefit contributions.

Section 3. 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 sixty nine cents (\$.69) 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 sixty nine (\$.69) 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 #270, San Jose.

ARTICLE VIII - 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, except as herein provided for Laborers' Local Union #270, San Jose.

Section 2. Within the jurisdiction of Laborers' Local Union #270, the employer shall contribute the Health & Welfare & Dental contribution as provided for Local Union #270 under Article V, Section 1, for each hour worked.

Section 3. The rates are subject to the provisions of Article V, Section 2, of this Agreement.

ARTICLE IX - 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.

Section 2. In the jurisdiction of Laborers' Local Union #270, the employer shall contribute and pay to the Local Union #270 Pension Plans, for each hour worked by employees working within the jurisdiction of Local Union #270, as provided under Article V, Section 1, of this Agreement as shown for Laborers' Local Union #270.

ARTICLE X - 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 forty-six (46) 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 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 covering Laborers Local Union #270 which were formerly by and between the Labor Relations Committee of the California Conference of Mason Contractor Associations, Inc. and now, with the approval of the parties hereto, by and between the Northern California Mason Contractors Multi-Bargaining Association and Laborers Local Union #270, San Jose, covering Santa Clara and Santa Cruz Counties.

Section 4. 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.

ARTICLE XI - 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 seventy-five dollars (\$75.00) 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 \$75.00 per day, calculated at the rate of thirty-eight cents (\$0.38) 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	61 to 70 miles	\$24.00 per day
41 to 50 miles	\$16.00 per day	71 to 80 miles	\$28.00 per day
51 to 60 miles	\$20.00 per day	Over 80 miles	\$75.00 Subsistence

ARTICLE XII - 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 and 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. Manhaul trucks regularly used for personnel transport but not designed for this purpose, shall be provided with safe seating, and side and end protection to prevent falls. Some convenient means of mounting and dismounting the truck shall be provided. A bell or other means of communication with the driver shall be installed.

Section 7. 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 8. 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 XIII - 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 net 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 net 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 XIV - 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.

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. Workmen shall receive rest breaks under the same terms and conditions as provided in the agreement covering the bricklayers in the area the project is located and in accordance with requirements of California law.

Section 5. - 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.

Section 6. MEAL PERIODS AND REST PERIODS

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. Any disputes regarding an alleged failure to provide rest periods or meal periods as required by this Section or California law shall be resolved in accordance with Article 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 as provided in this Section shall be entitled to whatever remedy, damages or penalty is provided by the California Labor Code and Wage Order #16.

- 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 7. 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 8. 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.

Section 9. - 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.

ARTICLE XV - 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 NCMCMCA 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 a neutral arbiter under the rules of the American Arbitration Association and 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.

ARTICLE XVI - 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 XVII 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 XVIII - 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.

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 violation is 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 4, a., hereinabove shall be cause for immediate dismissal of the steward without prior notice.

ARTICLE XIX - 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 XX - PENSION TRUST FUNDS FOR LOCAL UNION #270, SAN JOSE

Section 1. All Employers operating within the jurisdiction of Local Union #270 and signatory hereto agree to pay into the Local #270 Pension Trust Fund the amount provided for in this Agreement for each hour worked by employees covered by this Agreement including hours of overtime. Any default in payment, the remedies will be as follows:

- A. All fringe contribution report forms and contributions required by this Agreement in the jurisdiction of Local Union #270 shall be paid no later than the fifteenth (15th) day of the succeeding month and in the event the post marked envelope is dated after the fifteenth (15th) day, said contribution shall be considered delinquent.
- B. Any Employer who is delinquent shall be assessed liquidated damages in the amount of twenty dollars (\$20.00) or ten percent (10%) of the amount delinquent, whichever is greater. This amount shall become due and payable to the Local #270 Trust Fund upon the day immediately following the date on which the Employer became delinquent and shall be added to and become part of said amount due and unpaid.

Section 2. Within the jurisdiction of Local Union #270, effective July 1, 1984, a new defined contribution pension plan was established and the contribution as provided for in Article V, Section 1, shall be paid on all hours worked on and after July 1, 1984, on all employees who are participants in the original Defined Benefit Pension Plan. The total contribution for pension, including the amount for the defined benefit and defined contribution shall be paid on all employees who began their employment on and after July 1, 1984, who are not participants in the original Defined Benefit Pension Plan, and no contribution to the original Defined Benefit Pension Plan shall be paid on these new employees who began their employment after July 1, 1984.

ARTICLE XXI - 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.

ARTICLE XXII - AMENDMENTS TO THIS AGREEMENT

Section 1. Nothing contained in this Agreement shall prohibit the Union and the NCMCMBMA 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 all seven (7) representatives of the Northern California Mason Contractors Multi-Employer Bargaining Association (NCMCMBMA) and the representative(s) of the Northern California District Council of Laborers (NCDCL).

Section 2. It is agreed by the NCMCMBMA, 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 XXIII - OTHER AGREEMENTS

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 effective.

ARTICLE XXIV - TERM OF THIS AGREEMENT

Section 1. The life or term of this Agreement is from July 1, 2008, through June 30, 2011, and said Agreement shall continue in full force and effect thereafter from year to year unless the NCMCMCA or the Union gives notice of its desire for change or amendment as hereinafter provided: The party desiring the change shall give the other party notice in writing by certified mail of the proposed change or amendments not less than sixty (60) days nor more than ninety (90) days prior to June 30, 2011, or the expiration date of any such succeeding year. In the event that any such notice is given, the other party shall, within thirty (30) days thereafter, give notice in writing of any change they may desire, and the NCMCMBA and the Union will then negotiate with regard to all such proposed changes and/or amendments.

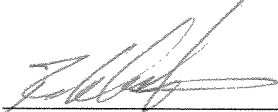
Section 2. This Agreement shall continue in effect pending such negotiations, subject to the right of either party hereto to terminate this Agreement upon thirty (30) days written notice by certified mail at any time after June 30, 2011, and this Agreement shall terminate at the conclusion of this thirty (30) days.

IN WITNESS WHEREOF, we, the authorized representatives of the Union and the NCMCMBBA, have executed this Agreement for and on behalf of the individuals we represent on July 27, 2008, to be effective JULY 1, 2008, through JUNE 30, 2011.

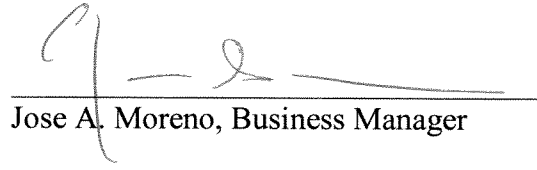
SIGNATURE PAGE FOR PARTIES TO THIS AGREEMENT

NORTHERN CALIFORNIA MASON
CONTRACTORS MULTI-EMPLOYER
BARGAINING ASSOCIATION
2882 Grove Way
Castro Valley, CA 94546
Phone: (510) 581-2776
FAX: (510) 581-0286

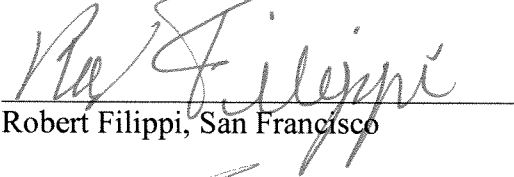
NORTHERN CALIFORNIA DISTRICT
COUNCIL of LABORERS affiliated
with the Laborers International
Union of North American, AFL-CIO
4780 Chabot Drive, Suite 200
Pleasanton, CA 94588-3322
Phone: (925) 469-6800
FAX: (925) 469-6900



Bob Mazza, East Bay



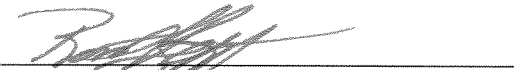
Jose A. Moreno, Business Manager



Robert Filippi, San Francisco



Stan Mertz, North Bay



Ron Bennett, South Bay-Monterey-Santa Cruz



John Wait, Sacramento

SIGNATURE PAGE FOR INDEPENDENT EMPLOYER

The below-named independent employer not represented by the Northern California Mason Contractors Multi-Employer Bargaining Association (NCMCMBBA), signatory hereto, agrees to abide by and be bound by all of the terms and conditions of this 2008-2011 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 NCMCMBBA and any amendments or modifications to any subsequent agreements entered into between the Union and the NCMCMBBA.

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 NCMCMBBA, 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 NCMCMBBA,

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)

SIGNATURE PAGE FOR INDEPENDENT EMPLOYER

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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

(TRUST FUND COPY)

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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

(NCMCMBBA COPY)

SIGNATURE PAGE FOR INDEPENDENT EMPLOYER

The below-named independent employer not represented by the Northern California Mason Contractors Multi-Employer Bargaining Association (NCMCMBA), signatory hereto, agrees to abide by and be bound by all of the terms and conditions of this 2008-2011 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 NCMCMBA and any amendments or modifications to any subsequent agreements entered into between the Union and the NCMCMBA.

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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

(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	2841 East Myrtle Street	(209) 466-3356	6:30 - 9:00 A.M.
#139	Santa Rosa	81 Barham Avenue	(707) 542-1107	6:30 - 9:00 A.M.
	Ukiah	752 So. State Street	(707) 542-1107	6:30 - 9:00 A.M.
	Eureka	840 E Street, #14	(707) 443-8588	6:30 - 9:00 A.M.
#185	Sacramento	1320 West National Drive	(916) 928-8300	6:30 - 9:00 A.M.
	Redding	2865 Churn Creek Road, #D	(530) 221-0961	6:30 - 9:00 A.M.
	Yuba City	1650 Sierra Avenue, #206	(530) 674-4707	6:30 - 9:00 A.M.
#270	San Jose	509 Emory Street	(408) 297-2620	6:30 - 9:00 A.M.
	Santa Cruz	640 Eaton Street	(831) 475-7058	6:30 - 9:00 A.M.
#291	San Rafael	4174 Redwood Highway	(415) 492-0936	6:30 - 9:00 A.M.
	Napa	(telephone dispatch only)	707-226-7971	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.
#297	Salinas	117 Pajaro Street	(831) 422-7077	6:30 - 9:00 A.M.
	Monterey	254 Casa Verde Way	(831) 648-1081	6:30 - 9:00 A.M.
#324	Vallejo	2920 Sonoma Blvd., Suite B	(707) 643-7214	6:30 - 9:00 A.M.
#1130	Modesto	2549 Yosemite Blvd., Suit K	(209) 521-9883	6:30 - 9:00 A.M.

HODCARRIER LOCAL UNIONS COVERED UNDER THEIR OWN SEPARATE AGREEMENTS

#36	Daly City	6229 A Mission Street	(650) 756-6651	6:30 - 9:00 A.M.
	Covers San Francisco and San Mateo Counties			
#166	Oakland	8400 Enterprise Way, #109	(510) 568-0141	6:30 - 9:00 A.M.
	Covers Alameda and Contra Costa Counties			