

AGREEMENT

MAY 1, 2021

TO

APRIL 30, 2026

**By and between
THE EXECUTIVE COUNCIL OF THE
MASON CONTRACTORS EXCHANGE
OF SOUTHERN CALIFORNIA, INC.**

1315 Storm Parkway
Torrance, California 90501-5041
Telephone: 310/257-9000
www.mcesc.com

**and
BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL #4, CALIFORNIA**

For Local #4 Chapters:

**4-A, Orange County
4-B, San Bernardino & Riverside Counties
4-E, Ventura County
4-F Santa Barbara & San Luis Obispo Counties
4-G, Kern, Inyo, Mono & Tulare Counties
4-H, Los Angeles County**

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AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT

is entered into May 1, 2021

TO

April 30, 2026

by and between

THE EXECUTIVE COUNCIL

of the

MASON CONTRACTORS EXCHANGE

of

SOUTHERN CALIFORNIA, INC.

hereinafter referred to as the MCESC

on behalf of its members

and

BRICKLAYERS LOCAL UNION NO. 4

of CALIFORNIA

INTERNATIONAL UNION of

BRICKLAYERS AND ALLIED CRAFTWORKERS

For Local #4 Chapters:

4-A, Orange County

4-B, San Bernardino & Riverside Counties

4-E, Ventura County

4-F Santa Barbara & San Luis Obispo Counties

4-G, Kern, Inyo, Mono & Tulare Counties

4-H, Los Angeles County

hereinafter referred to as the Union

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TRUST FUNDS COVERED BY THIS AGREEMENT

**4-A, ORANGE COUNTY
4-B, SAN BERNARDINO & RIVERSIDE COUNTIES
4-G, KERN, INYO, MONO & TULARE COUNTIES
4-H, LOS ANGELES COUNTY:**

TRUST FUND ADMINISTRATOR

Brick Masons Trust Funds
c/o BeneSys Administrators
1050 Lakes Drive, Suite 120
West Covina, CA 91790-2910
Telephone:
(800) 252-9117
(626) 646-1080

**4-E, VENTURA COUNTY
4-F, SANTA BARBARA & SAN LUIS OBISPO COUNTIES**

Santa Barbara Masonry Trust
c/o BeneSys Administrators
1050 Lakes Drive, Suite 120
West Covina, CA 91790-2910
Tel: (800) 252-9117
Tel: (626) 646-1080

Each and every employer performing work covered by this Agreement within the area of the jurisdiction of the union, who does not appear on a list of members of the Executive Council of Mason Contractors Exchange of Southern California (MCESC) furnished to the Union by the MCESC and who wishes to be party to shall sign three copies of this Agreement before workers are permitted to begin work for said employer. The terms of this Agreement and any amendments to this Agreement entered into by the MCESC and the Union shall be binding upon said employer. The employer shall keep one signed copy of this Agreement, the MCESC shall be furnished one signed copy by the Union and the Union shall keep one signed copy. Anyone signing this Agreement in the capacity of a contractor must be legally licensed as a contractor in the State of California. This Agreement shall be binding upon all regular members of the MCESC appearing on lists furnished by the MCESC to the Union covered by this Agreement. The MCESC will furnish to the Union covered by this Agreement each month for the life of this Agreement, a list of all new regular members covered by this Agreement and a list of all members who have resigned or have been dropped from membership. This Agreement shall be binding upon all members appearing on said list with the same force and effect as if this Agreement were entered into by each member individually. All members listed by the MCESC shall be and continue to remain, jointly and severally, liable under this agreement for and during the term hereof, irrespective of, or whether said members shall resign or be dropped from membership in the MCESC prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of said membership and remain in full force for and during the term of this Agreement, including any interpretation and/or modification during the contractual term.

INTRODUCTION

This Agreement is entered into by and between the Executive Council of the Mason Contractors Exchange of Southern California, Inc. (the "MCESC"), its members, Bricklayers and Allied Craftworkers Local #4, California (the "Union"), and any independent employers that may sign the "Individual Employer Agreement." The purpose of this Agreement is to serve as a single, consolidated, Master Collective Bargaining Agreement for the covered work (as set forth in Article II, below), throughout the eleven northern-most counties within the geographic jurisdiction of the Union (as set forth in Article I, below). By entering into this Agreement, the MCESC, its members, the Union, and the independent employers intend this Agreement to supersede and terminate all prior collective bargaining agreements between them pertaining to the work covered by this Agreement, including the two separate agreements previously entered into covering (1) Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, and Tulare Counties; and (2) San Luis Obispo, Santa Barbara, and Ventura Counties. As soon as this Agreement has been executed by the Union and a management party, prior agreements between the Union and that management party shall be deemed terminated. When this Agreement is executed by the Union and all signatories of above prior agreements, all prior agreements shall be deemed terminated and this agreement will be in effect.

Article I AREA COVERED

Section 1. This Agreement covers the following territory and jurisdiction of the Union: Chapters 4-A, Orange County; 4-B, San Bernardino & Riverside Counties; 4-E, Ventura County; 4-F Santa Barbara & San Luis Obispo Counties; 4-G, Kern, Inyo, Mono & Tulare Counties; and 4-H, Los Angeles County.

Article II WORK COVERED

Section 1. This Agreement covers the work performed by the bricklayer, stonemason, marble mason, imitation marble mason, cement block layer, pointer, caulker, cleaner and any work which has been or may in the future become work of the bricklayer stonemason, marble mason, imitation marble mason, cement block layer, pointer, caulker and cleaner, or any work within the scope of brick masonry, stone and marble masonry, imitation marble masonry, block masonry or refractory and acid resistant masonry, whether performed at the jobsite or prefabricated on or off the job site.

Section 2. BRICKMASONRY consists of the laying or installation of any brick made of any material, vitreous, burnt clay, cement, glass, adobe, cinder, shale, metal or any substitute material of any size, thickness – recognized as, but not limited to, 1/2 inch nominal thickness and above, shape or weight, brick and interlocking paving regardless of whether laid in sand or mortar, the application of thin brick veneer and terra cotta regardless of the method of application and the fabrication and setting of all brick panels, whether fabricated on or off the jobsite.

Section 3. BLOCKMASONRY consists of the laying or installation of any block made of any material, vitreous, burnt clay, cement, glass, adobe, cinder, shale, metal or any substitute material of any size, shape or weight and regardless of the method of application and the fabrication and setting of all block panels and block and beam floor systems, whether fabricated on or off the job site such as operating the block laying machines in plants.

Section 4. PRECAST MASONRY consists of the laying, erection or installation of any precast material made from any material of any size, shape or weight and regardless of any method of installation, cementation, mechanical, bolted, welded or other means and the erection of precast fireplaces or any other type of precast products used as substitutes for brick masonry, block masonry or stonemasonry, and the pointing, caulking and cleaning of same.

Section 5. STONEMASONRY consists of the laying or installation of granite, marble and any stone, natural or artificial, made from any material, of any size, shape or weight and regardless of the method of erection, installation, cementation, mechanical, bolted or welded, provided qualified members are available for employment, and includes the placing of stones in precast panels, consists of laying all rip-rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects, and customarily called "stone" in the trade). Stonemasonry shall also consist of cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon beds and joints, and range ashlar not over ten inches in height; the dressing of all jibs, corners and ringstones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.

Section 6. REFRACTORY, FIREPROOFING AND ACID RESISTANT MASONRY consists of the laying or installation of firebrick, welding of studs for anchors, any anchoring system, ceramic fiber, wire mesh

or installation of all refractory, fireproofing and acid resistant materials, laying out of all brick and placing by any means all refractory and acid resistant materials, including but not limited to pouring, pounding, ramming, pointing, plastering, guniting and spraying of these materials.

Section 7. OTHER WORK includes sandblasting, sewers, manholes, pointing, caulking and cleaning of all types of masonry, caulking of all frames encased in masonry on brick, block or stone structures, including all grinding and cutting out of such work and steam cleaning, also the use of special mortars in addition to Portland cement mortars such as, but not limited to, epoxies, plastics, etc. The handling and placing of reinforcing steel in masonry and the grouting of all masonry by any means shall be the work of members of the IU of BAC.

Section 8. MARBLE MASONRY consists of the cutting and setting of all marble, cultured marble, slate, including slate blackboards, stone, albeeren, carrara, sanl onyx, vitrolite, and similar opaque glass, scagliola, marbleithic, and all artificial, imitation or case of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish, honed or sand finish; also the cutting and fitting of above materials after same leave mills or shops, as well as all accessories in connection with such work, and the laying of all marble tile, slate tile and terrazzo tile, cultured marble and corian.

In addition to the work jurisdiction in this Agreement, it shall also include the erection or installation of interior or exterior marble, slate or stone work customarily set by the trade, both natural and artificial, in any public or private building anywhere within the territory governed by this Agreement.

Section 9. ARTIFICIAL MASONRY shall consist of, but not be limited to, the following work procedures and installation of the following materials:

The cutting, setting and pointing of cement-based units and all artificial stone or marble, either interior or exterior, when set by the usual custom of the stonemason or marble setter. All cement-based materials used for backing up interior or exterior walls, the building of party walls, columns, girders, beams, floors, stairs, and arches and all materials substituted for clay or natural stone products, all artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension or size, shall be the work of members of the BAC for which the regular wage scale shall apply.

Section 10. The preparation, setup, calibration, loading, operation, cleaning, and routine maintenance of any mechanical devices, automated or semi-automated systems, lasers, robotics or other emerging technologies that are used to, including but not limited to, installing, cutting, setting, laying, leveling, ranging, plumbing, aligning, anchoring, fastening, securing, pointing, jointing, grouting, filling, grinding, polishing, sealing, cleaning, repairing, replacing or restoring masonry units, materials and surfaces, or this otherwise assist the mason in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of masonry units and materials, are considered to apply to the work of all the major branches of the trade, with the exception of the Mason Finisher.

Section 10a. SPECIALIZED CATEGORIES shall include robotics and emerging technologies as well as the specialized skills identifiable within the major branches of all classifications of work covered as defined in this agreement.

Section 11. MASON FINISHER work consists of any duty directed, such as grouting of masonry and operation of saw, with the exception of using tools of the trade. In the absence of a journeyman Mason Finisher, an apprentice Mason Finisher may be supervised by a journeyman Bricklayer to be in compliance with the California Department of Apprenticeship Standards.

Article III JOINT BOARD

Section 1. In order to correctly enforce this Agreement, a Joint Board shall be established for said purpose. The Joint Board will cover the jurisdiction of Bricklayers Local #4, stated in this agreement. The Joint Board shall consist of eight (8) members, four (4) representatives designated by the MCESC and four (4) representatives designated by the Union. The board shall have in its makeup, one contractor and one union representative from the area where the alleged violation occurred. The Union and the MCESC may have one person present at all meetings to act as an observer. The Joint Board shall elect a chairman and secretary. If the chairman is a Union representative, the secretary shall be a MCESC representative. The chairman and secretary shall be rotated annually. Either the chairman or the secretary of the Joint Board, or any two members of the Board shall be authorized to call a meeting of the Joint Board. Twenty-four (24) hours prior notice shall be given in writing to all members of the Board, giving a time and place of

any meetings of the Joint Board, giving the purpose for calling the meeting, unless a further extension of time is mutually agreed upon in writing. A quorum of the Joint Board shall consist of at least two members of the Board representing the MCEC and two members of the Board representing the Union. The Joint Board cannot take any action unless such action is approved by majority vote. Upon request of either party, the vote before the Board shall be by secret ballot. Where there are more representatives of one side than the other, the overrepresented side shall draw lots among themselves to see which shall not vote, in order that the number of votes cast by each side shall be equal. Any action or decision of the Joint Board shall be final and binding on all parties covered by this Agreement. Should the Joint Board fail to render a decision on any question of difference regarding the enforcement of this Agreement within three (3) days after presentation to the Joint Board, it is agreed that either the MCEC or the Local Union shall have the right to submit such question or differences to arbitration by filing a notice demanding arbitration within ten (10) days of the initial presentation to the Joint Board. The decision of the Arbitrator shall be final and binding on all parties covered by this Agreement. The procedure for selection of the Arbitrator and the jurisdiction of the Arbitrator shall be set forth in Section 5 of this Article.

Section 2. All disputes are subject to the Grievance Procedures in Article III of the Agreement and must be brought to the attention of the Employer, in writing, by the Union or employee within fifteen (15) working days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

Section 3. The parties recognize Industrial Wage Order 16. Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Article III of this Agreement. The grievance and arbitration process of Article III shall be the exclusive method of resolving all alleged violations of this Wage Order and the time limitations of Article III shall apply.

Section 4. The Local Union or the MCEC may present to this Joint Board in writing, all facts concerning a possible violation of this Agreement. It is agreed that the Local Union may take immediate action, economic or otherwise for enforcement of this Agreement against any employer who does not appear on the list of members furnished by the MCEC. Alleged violations of this Agreement by members appearing on the list of members furnished by the MCEC must be presented to the Joint Board for decision prior to any action or actions being taken by the Local Union or Union Representatives. After the Joint Board has heard testimony of the accused

violation or has provided an opportunity for the accused violator to appear before the Joint Board or answer the alleged charges in writing, and the Joint Board agrees that the accused violator has violated this Agreement, the Joint Board may assess damages against the accused violator, but in no instance shall the assessed damages exceed five hundred dollars (\$500.00) except as provided under Article

XII, Section 1, Contributions to Trusts, wages or liquidated damages. The amount of assessed damages shall be determined in accordance with the number of such violations and the seriousness of the violation. Any damages collected shall be deposited in the Trust Funds. The Joint Board shall have the authority, when it deems necessary, to increase the minimum cash bond deposit by five hundred dollars (\$500.00) as required under Article XIII, Section 1, of this Agreement for any employer who has a past record of delinquencies or will complete the job and leave the area before contributions are due. Awards made by the Joint Board will be binding throughout the jurisdiction of Local #4.

Section 5. If a timely request for arbitration after failure of the Joint Board to decide an issue before it is made as per Article III, Section 1 above, the arbitrator shall be selected by request to the Federal Mediation and Conciliation Service of Washington, D.C. to nominate a panel of seven (7) arbitrators, three (3) to be stricken by each of the parties signatory hereto. The parties shall determine by lot who shall strike first and then each side shall alternately strike a name until one name is left. That name shall be the one chosen by the parties as the arbitrator.

The power and authority of the arbitrator shall be limited to determining the meaning and interpretation of the explicit terms of this Agreement as herein expressly set forth and issuing an award in accordance therewith. He shall not have authority to add to or subtract from or modify any terms of this Agreement. The arbitrator's award shall be final and binding on matters properly before him. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the parties in the presence of each other. The parties agree that the power and jurisdiction of any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision of this Agreement. The arbitrator shall render his award within thirty (30) days after the close of hearing or submission of the parties' briefs, whichever is later.

The expense of the arbitrator and the cost of transcript (if ordered by both parties) shall be shared equally by the member Company involved in the arbitration and the Union. If a transcript is ordered by only one party, that party shall bear the cost of the transcript. The expense of calling any witness

or having any representative or employee present shall be borne by the party calling such witness or requesting the representative or employee.

Article IV
LABOR CONTRACTS - LUMPING BUILDING
CODES - SAFETY CODES

Section 1. The employer covered by this Agreement shall not contract out work covered by this Agreement, except to a contractor signatory to this Agreement who uses employees represented by Bricklayers and Allied Craftworkers Local 4. The unions shall be notified of the name of the subcontractor when any sub-letting of work is performed.

Due to the special and usually emergency needs for welders in the Refractory section of the industry, when the contractor is required to install refractory attachments to a pressure vessel where an ASME code stamp is required, or to operate specialized welding equipment, beyond the contractors expertise, and the union is unable to supply qualified workers or specialized welding equipment operators, the contractor may use a qualified welding contractor to install such attachments.

Section 2. It is mutually agreed by and between the employers and the Union and all parties covered by the Agreement that they will perform all masonry construction in accordance with the applicable City, County, State and Federal Building Codes as well as all State and Federal Safety Codes and will strive to develop and improve good structural and architectural practices and job safety.

Section 3. The Union shall not refer workers to contractors that are not signatory to this agreement or a BAC National Agreement unless such employment is to be beneficial to the compliance program. The number of referred workers on a project to contractors that are not signatory, for the benefit of the compliance program, shall not exceed two (2) at any given time.

When a request by a non-signatory contractor is made for a Project Labor Agreement (PLA), the Union will consult with the Board of the MCEC for approval. The Union may enter into a PLA after mutual agreement with the MCEC Board and the Union will make a diligent effort to sign the PLA contractor to the Collective Bargaining Agreement for all work covered under the agreement.

The provisions of this section do not apply to PLA's and Project Stabilization Agreements (PSA) negotiated by the local Building and Construction Trades Councils.

Article V
STEWARDS - UNION RECOGNITION

Section 1A. Each employer signatory to this Agreement, whether as a member of the MCECSC, or as an independent individual employer, hereby expressly acknowledges that the following request by the Union for recognition as the majority collective bargaining representative under Section 9 (a) of the National Labor Relations Act, the employer has recognized the Union as the Section 9 (a) majority collective bargaining representatives of all the employer's employees performing work covered by this agreement based upon a showing by the Union of, or based upon an offer by the Union to show, evidence that a majority of the employer's employees authorize the Union to represent them in collective bargaining. Each employer signatory to this Agreement agrees that it is establishing, or has a previously established, a collective bargaining relationship with the meaning of Section 9 (a) of the National Labor Relations Act of 1947, as amended.

Section 1B. Every job working one or more workers must have a craft steward appointed by the Union before such workers shall begin work on the first day of the job or before beginning work on any other day that the elected or appointed steward is not on the job. A craft steward must be a competent journeyman. The steward shall be a member of BAC Local #4 who has his residence status of six months in the jurisdiction of this Agreement. The Union agrees that the duties of the craft steward shall be performed as expeditiously as possible, and the employer agrees to allow the craft steward a reasonable amount of time for performance of such duties. The craft steward is to receive grievances or disputes from employees and shall immediately report them to his business representative or responsible representative of the Local Union if the craft steward cannot remedy the grievance with the foreman on the job or the employer. No steward shall be laid off without (4) four hours notice to the local union.

Section 2. Workers covered by this Agreement employed by one or more of the employers for a period of seven (7) days continuously or accumulatively from the date of employment or effective date of this Article, whichever is later, shall as a condition of employment, tender the union dues and initiation fees in effect in the Local Union. In the event that any employee

fails to tender the dues or initiation fees, the Union shall notify the employer and such notice shall constitute a request to the employer to discharge said employee within twenty-four (24) hours. In the event the employer refuses to discharge the employee as above required, the Local Union shall be free to take economic action against said employer, including but not limited to, the removal of the employees from the employer's job and Article VI, Section 2, shall not apply.

All core workers of any non-signatory contractor operating under a Project Labor Agreement, Project Stabilization Agreement, Community Benefits Agreement, or similar, shall at the start of the project render to BAC Local 4 a one-time registration fee, per project, of Ninety-six dollars (\$96) per worker. In the event the project runs longer than one year the registration fee shall be renewed.

Article VI

MCESC RECOGNITION

Section 1. It is agreed that the Union shall have the right to remove its members from any job when it deems necessary to enforce the terms of this Agreement with the exception of Article IV, Sections 1 and 2 without regard to the provisions of Article III of this Agreement.

Section 2. It is agreed that the Union cannot proceed with Section 1 of this Article on any job involving a member of the MCESC unless after forty-eight (48) hours the Joint Board cannot render a decision on the dispute. Within ten (10) days after the effective date of this Agreement, the MCESC shall furnish the Union a complete list of all the regular members of the MCESC covered by this Agreement. In addition, the MCESC shall furnish to the Union covered by this Agreement an up-to-date list of additions or deletions of members of the MCESC covered by this Agreement. The Union shall furnish to the MCESC a signed Agreement for each and every employer signed to this Agreement within ten (10) days after said employer has signed this Agreement.

Section 3. The Union may take immediate economic action as set forth in Section 1 of this Article against any employer who fails to pay wages or gives a check for wages subsequently dishonored by the bank for insufficient funds or is delinquent in its contributions to the Trust Funds, or in case of a serious Safety Code violation without first bringing the matter to the Joint Board as set forth in Section 2 above. This Section 3 shall remain in effect and supersede Section 2 above until the MCESC shall give ten (10) days' written notice to the Union of its intention to eliminate this Section 3.

Such action on the part of the MCESC in giving this ten (10) days' written notice to the Union shall immediately cancel and terminate this Section 3, only as to members of the MCESC and Section 2 will remain in full force and effect.

Section 4. In the event any employer pays any employees with a check which is thereafter dishonored by the Bank for any reason, then and in that event, all subsequent wage payments to all employees for the duration of this Agreement, shall be paid in either cash, certified check or money order. The provisions of this Section 4 shall be canceled and rendered null and void only as to members of the MCESC ten (10) days after the MCESC has served written notice of its desire to cancel the provisions of this Section 4, to the Union.

Section 5. The MCESC agrees to acquaint its members covered by this Agreement with the provisions of this Agreement and will endeavor to the best of its ability to compel its members to abide by all the provisions of this Agreement.

Section 6. The Union agrees to acquaint all employers who are not members of the MCESC with the provisions of this Agreement and will endeavor to the best of its ability to compel these employers to abide by all the provision of this Agreement.

Article VII WORKING HOURS - SHIFT WORK HOLIDAYS

Section 1. Eight (8) hours shall constitute a day's work. Lunch period which is not part of the eight (8) hour workday shall total one-half (1/2) hours and shall begin no more than five (5) hours after beginning work. Work shifts starting from 3:00 AM to Noon shall be considered the first shift and paid at regular time rate. Work shifts starting from Noon to 11:00 PM shall be paid at the second shift rules. Work shifts starting from 11:00 PM to 3:00 AM shall be paid at the third shift rules.

Section 2. (a) Monday through Friday, the first eight (8) hours on each shift shall be paid at straight time hourly rate. The ninth (9th) and tenth (10th) hours worked shall be paid at one and one-half (1½) times the straight time hourly rate. All hours worked over ten (10) hours shall be paid at double (2 times) the straight time hourly rate.

Alternately, the regular straight time for a work week may be satisfied by working ten (10) hours each day for four (4) days within a five-

day Monday through Friday work week. Work in excess of the alternate four (4) day work week will be paid at the stated overtime rate. Any work performed after the fifth workday of that week will be paid at the Sunday rate. Applicable on Davis Bacon and Privately Funded Projects. Not to be used on State Prevailing Wage Projects unless permitted under DIR Prevailing wage requirements.

(b) Saturdays, the first ten (10) hours worked on each shift shall be paid at one and one-half (1½) times the straight time hourly rate. All hours worked over ten (10) hours shall be paid at double (2 times) the straight time hourly rate.

(c) When an employee is required to work a shift exceeding eleven (11) hours, the employer will provide two (2) paid thirty (30) minute lunch breaks.

(d) Sunday and Holidays, all hours worked on each shift shall be paid at double (2 times) the straight time hourly rate.

Section 3. When shift work is required, the contractor or his representative shall notify the responsible representative of the union in a timely manner. Shift work shall be paid in accordance with the following:

(a) On two (2) 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 (7½) hours for eight (8) hours pay.

(b) On two (2) shift work with ten (10) hour shifts, first shift works ten (10) hours for ten (10) hours pay. Second shift works nine and one-half (9½) hours for ten (10) hours pay. Overtime rates shall apply as shown in Article VII, Section 2 above.

(c) On three shift work, first shift works eight (8) hours for eight (8) hours pay, second shift works seven and one-half (7½) 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 employer and the responsible representative of the 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) In no case shall any worker work more than one (1) established shift in any calendar day and each shift shall have its separate foreman as required.

(g) The continuity of shift work shall be approved by the Union.

Section 4. The following days are recognized as legal holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. Any holiday falling on a Sunday, the following Monday shall be considered as a holiday for which the overtime rate shall apply. Overtime shall be paid for work performed on any of the above listed holidays.

Section 5. The employer shall notify the responsible representative of the Union of starting single shift operations before six (6:00) AM. Such deviation of starting or quitting time shall not subject the employer to the overtime rates specified in this Agreement.

Section 6. MAKE UP ON SATURDAY. In the event employees are unable to work forty (40) hours in a week because of inclement weather or any other reason beyond the control of the contractor, Saturday can be a "Make-Up" day at the straight time rate. The Union must be notified. Holidays will not be considered lost time for the purpose of a Make Up Saturday.

Article VIII SHOW UP TIME

Section 1. 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 (1) (s)he has been notified before the end of his/her last preceding shift not to report; or (2) during a period of inclement weather, the Contractor has instructed the employee to call a designated job number provided to him/her for instructions concerning reporting to the job site and the employee has either failed to do so or the employee called and was instructed 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, but less than six (6) hours, (s)he shall receive not less than six (6) hours pay at the straight-time hourly rate and if an employee works more than six (6) hours but less than eight (8) hours, (s)he shall receive not less than eight (8) hours pay at the straight-time hourly rate 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 worker or employees are not required or requested to remain on the project by the Contractor or the Contractor's agent. New employees on their first day of work shall be paid for their actual time worked. However, any worker who arrives at the Contractor's job without proper documentation as set forth on the INS 1-9 forms shall not be entitled to show-up. Workers that work less than a full day for personal reasons shall be paid only for actual time worked.

Section 2. An employee that is not able to work at the beginning of the shift due to their safety violations, lack of Personal Protective Equipment, lack of current required training certifications, or force majeure items will not be entitled to 2 hours show-up time stipulated in this Section.

An employee that is not able to continue work during their shift due to their safety violations shall only be entitled to be paid for actual hours worked.

Section 3. The employer shall give the Union twenty-four (24) hour notice when requesting workers.

Article IX

BRICKLAYER APPRENTICE WAGES – RESTRICTIONS

Section 1. Apprentices shall be employed in conformity with the Labor Code of the State of California governing the employment of apprentices. Apprentices shall be employed in accordance with the Apprenticeship Standards and be subject to the Local Joint Apprenticeship Committee composed of representatives of the MCESC and Union of the IU of BAC covering the jurisdiction of the Local Union where the Apprentice is employed.

Section 2. Each employer shall be allowed to employ one (1) apprentice for one (1) journeyman and one (1) apprentice for each additional three (3) journeymen employed. The second apprentice employed on each job shall be represented by the Local Union from the jurisdiction of the local in which the job is located.

(a). Where a Mason Finisher is employed on a project, no apprentice above 4th period will be allowed to operate a stationary masonry saw. Where Mason Finishers are not employed on a project, any level apprentice may operate the stationary masonry saw subject to the provisions of Article IX, Section 2b.

On projects where multiple stationary saws are being used, more than one (1) apprentice and/or Mason Finisher (apprentice or journeyworker) may operate the stationary masonry saws.

(b). No apprentice shall be allowed to operate a masonry saw, grout, wash down or drill stone for more than forty (40) hours during a thirty (30) day period.

Section 3. Contractors will pay Health & Welfare, Pension, Contract Compliance and Bond on apprentices. Apprenticeship Training and Promotion are not collected on apprentices.

Section 4. Apprentices shall receive the hourly wage rates as listed in "Attachment 1, Table 4". Apprentices shall be paid in accordance with the following scale.

1 st 6 months	50% of journeyman wage scale
2 nd 6 months	55% of journeyman wage scale
3 rd 6 months	60% of journeyman wage scale
4 th 6 months	65% of journeyman wage scale
5 th 6 months	70% of journeyman wage scale
6 th 6 months	80% of journeyman wage scale
7 th 6 months	90% of journeyman wage scale

Section 5. Interchangeable use of Bricklayer, Stone Mason and Marble Mason Apprentices:

Apprentices from both apprenticeship programs register under the umbrella of the apprenticeship program sponsored by the Bricklayers & Allied Craftworkers of Local 4 California Joint Apprenticeship Committee. Apprentices in one of these three related apprenticeable occupations may perform for in either of the two other occupations as long as the work that the apprentice is performing does not fall completely outside the Brick Mason's program of work processes as defined in this agreement. Furthermore, a journeyman from any of these three related crafts may supervise an apprentice indentured on any of the three programs. Ultimately, it is the responsibility of the apprenticeship program (and sponsoring apprenticeship

committee) to ensure that an apprentice receives adequate training in all of the program's work processes so that the apprentice obtains the work experience necessary to become a skilled journeyperson in his or her respectable craft. (-per decision of Glen Foreman, Deputy Chief D.A.S. 10-29-2015)

Article X

MASON FINISHER/MASON FINISHER APPRENTICE

Section 1. Mason Finisher

It is hereby understood and agreed by and between the parties to this Agreement to recognize a category of worker known as Mason Finisher.

The Mason Finisher shall perform any duty directed, such as grouting of masonry and operation of the saw, with the exception of using the tools of the trade.

Journeyman Mason Finishers will receive wages equal to 5th period Apprentice Rate or 70% of the LA County Journeyman Bricklayer Wage Scale; and benefits equal to Journeyman Bricklayers.

Section 2. Mason Finisher Apprentice

Mason Finisher Apprentice Wage scale shall be:

1 st Period	60% of Mason Finisher Journeyman Wage
2 nd Period	70% of Mason Finisher Journeyman Wage
3 rd Period	80% of Mason Finisher Journeyman Wage
4 th Period	90% of Mason Finisher Journeyman Wage

For Health and Welfare and Pension contributions – see Attachment 1 – Wage and Fringe Benefit Scales.

Each employer shall be allowed to employ one (1) Mason Finisher Apprentice for one (1) Mason Finisher Journeyman and one (1) Mason Finisher Apprentice for each additional three (3) Mason Finisher Journeymen employed. The second Mason Finisher Apprentice on each job shall be represented by the Local Union from the jurisdiction of the local in which the job is located.

Article XI

WAGE SCALE

Section 1. The hourly wage scales for journeymen workers shall be in accordance with the rates listed in "Attachment 1, Table 1"

Section 2. Workers shall receive a payroll deduction "stub" each week, and the "stub" shall show straight time and overtime hours and all deductions shall be itemized. In addition, the employer shall show his name or firm name, address and telephone number on each check "stub" or voucher whether payment is by check or cash.

Alternately, workers may be paid by electronic transfer of funds into the employees bank account, subject to mutual agreement between the employee and employer. Workers shall receive a payroll deduction "stub" or electronic transfer notice each week, and the "stub" or electronic transfer notice shall show straight time and overtime hours and all deductions shall be itemized. In addition, the employer shall show his name or firm name, address and telephone number on each check "stub" or electronic transfer notice.

Section 3. Any worker who is to be laid off from any job shall be paid all monies due him at least ten (10) minutes before noon or ten (10) minutes before the regular quitting time.

Section 4. All workers must be paid in cash, check, or electronic transfer on or before quitting time and if not paid by quitting time, the workers shall receive up to eight (8) hours pay at straight time rate and up to eight (8) for each following regular workday until paid.

Section 5. In the event any employer pays an employee with a check which is thereafter dishonored by the bank for any reason, then and in that event, all subsequent wage payments to all employees covered by this Agreement, for the duration of this Agreement, shall be paid in either cash, certified check or money order. The provisions of this Section shall be canceled and rendered null and void as to MCESC members ten (10) days after the MCESC has served written notice of its desire to cancel the provisions of this Section, to the Union.

Section 6. When two or more masons are employed on the job, a foreman shall be required. Foreman's wage scale as listed in "Attachment 1, Table 9".

Section 7. Any worker, when operating a saw or stationary grinder or on a swinging scaffold above fifty (50) feet for a major portion of workday, shall be paid fifty cents (\$.50) per hour above the wage rate and no worker shall be replaced on the saw or grinder in order to avoid the premium pay.

Section 8. If workers are laid off or discharged before pay day, they shall be paid in full and if not so paid, the discharging employer shall

continue to pay such workers eight (8) hours pay at straight time rate for every regular workday until the worker is paid. If workers are laid off on a special shift after 4:30 p.m., payment shall be made the following regular workday.

Section 9. All wages must be paid weekly before quitting time Friday and the employer shall not be permitted to hold back more than five (5) days pay.

Section 10. The employer shall pay for or provide parking for workers in congested areas. Payment by the employer for parking shall be indicated separately on the worker's check stub. Parking receipts must be submitted to employer no later than ten (10) working days after parking expense incurred. Parking receipts mailed to employer will be considered timely if postmarked no later than ten (10) working days after parking expense incurred.

Section 11. Whenever a worker is required to work on glass tank work where extreme heat prevents continuous work, the worker's wage scale shall be paid at two (2) times the straight time hourly rate.

Whenever a worker is required to work on refractory work where extreme heat prevents continuous work, the workers' wage scale shall be seventy-five cents (\$0.75) per hour above the regular hourly wage scale.

Section 12. On acid brick repair work, where acid is present, the employer shall provide protective clothing and/or pay for acid damage to the worker's clothing.

Section 13. Any worker who is injured on the job and cannot complete his shift on the advice of a doctor, shall be paid as required by the State of California.

Section 14. Any employee giving notice of quitting shall have his check postmarked or electronic funds transferred no later than the seventy-two (72) hours after notice of quitting.

Section 15. Any worker who receives payment of wages by a check which is presented to a bank by an employee and dishonored, shall present the check to the responsible representative of the local union in whose jurisdiction the job was located. The union representative shall forward the check to the Trust Fund with a written request that the fund immediately assess the cash bond maintained by the contractor for the face amount of the check, plus Bank charges. Upon verifying that the check was so dishonored,

the fund shall so assess the bond. In addition, the contractor issuing the dishonored check is in violation of this Agreement and shall be cited before the Joint Board as outlined in Article III and be assessed twenty-five dollars (\$25.00).

Section 16. Fringe contribution will be required at the straight time rate for all hours worked.

Section 17. Employees will not be permitted to work for any Employer who is delinquent in the payment of wages or in the payment of any contributions required to be made by the Employer under this Agreement.

Section 18. Workers guniting refractory material shall receive fifty cents (\$.50) per hour above the regular wage scale.

Section 19. All workers welding on Refractory Jobs shall be compensated \$.50 per hour for hours worked.

Section 20. Individuals that have never been BAC Union members and join the Local Union shall be evaluated by three (3) individuals for proficiency. The three (3) individuals shall be a combination of BAC members in good standing and signatory contractors to this agreement with at least one representative from each party. A written declaration will be submitted by each of the three members that will determine proficiency as Journeyman or apprentice level.

Article XII

CONTRIBUTIONS – TRUSTS

Section 1. All employer contributions shall be paid as required by Section 8 of this Article to the Trust Funds appropriate for the area where the job is located. The Trust Funds shall hold on deposit the cash bond deposits required by Section 10 of this Article, Attachment 1, Tables 2, 3, 7 and 8, and Article XIII. As of the date of execution of this Agreement, there are two sets of trust funds: one set for Chapters 4-A, 4-B, 4-G, and 4-H (Kern, Inyo, Los Angeles, Mono, Orange, San Bernardino, Riverside, and Tulare Counties); a second set for Chapters 4-E and 4-F (San Luis Obispo, Santa Barbara, and Ventura Counties). To the extent that any of the foregoing Trust Funds merge during the term of this Agreement, the contributions shall be paid to the merged funds for the area where the job is located. Each employer party to this Agreement hereby agrees to be bound to each and every provision of the Agreements and Declarations of Trust establishing each of the Trust Funds enumerated in this Agreement, as those Agreements and Declarations of

Trust have been or may in the future be amended, as though the employer had actually signed the individual documents, and further agrees to be bound by all actions taken by the Trustees of these funds pursuant to said Agreements and Declarations of Trusts. The provision of those Agreements and Declarations of Trust are hereby incorporated in this Agreement as if set forth in full herein. Each employer party to this Agreement hereby irrevocably designates as its representative on the Boards of Trustees of each of the Trust Funds enumerated in this Agreement such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

A Delinquency Committee shall be designated for each area trust. Each Trust shall have the right to designate two members to said Committee. The Union shall have the option of submitting a claim for a violation of this article to either the Joint Board, Article III, or to the Delinquency Committee. Said Committee, on behalf of the Trust Funds, shall receive and review all claims against any signatory employer alleging a failure to pay wages, contributions or liquidated damages except where the Joint Board has assessed damages, in which event the Joint Board's decision shall be final and binding, "as long as the decision does not infringe on the trustees ability to carry out their fiduciary duties." Said committee shall report all findings and recommendations to the Trust Funds. The Trust Funds shall have the power to levy upon, assess and use all or a portion of the cash bond deposit to pay wages and fringe benefit contributions or liquidated damages which the employer fails or refuses to pay. Except as provided in Article XI, Section 15, no such levy or assessment on the cash bond deposit shall be made by the Trustees of the Trust Funds until at least ten (10) days written notice of the proposed levy and assessment is given by the Trustees to the delinquent employer, and said employer is afforded an opportunity to appear before the Delinquency Committee to present evidence and witnesses on behalf of the employer. The Committee, after hearing will report the matter to the Trust Funds for further action. If the employer fails or refuses to attend the hearing before said Committee, the trustees of each Trust shall have the right to decide the matter and levy against the cash bond deposit upon the evidence presented by the complaining party. The provisions of Article III shall not apply to any action taken by the Trust Funds against any employer who is delinquent or has failed to make any of the contributions required to be made to the Trust Funds set forth in Section 1 of this Article.

Section 2. A Health and Welfare trust, known as the Health and Welfare Trust Fund, has been established by Agreement and Declaration of Trust and subsequently amended by the parties thereto for Chapters 4-A, 4-B, 4-G, and 4-H (Kern, Inyo, Los Angeles, Mono, Orange, San Bernardino, Riverside,

and Tulare Counties). A Health and Welfare trust, known as the Santa Barbara Masonry Health & Welfare Trust was established through a Declaration of Trust for Chapters 4-E and 4-F (San Luis Obispo, Santa Barbara, and Ventura Counties). (The parties to this Agreement anticipate that these two trust funds may merge with each other during the term of this Agreement.) Each employer bound by this Agreement hereby agrees to abide and be bound by all of the terms and provisions of the Agreements and Declarations of Trust establishing the foregoing Trust Funds, as amended and as from time to time may hereafter be amended. In accordance with the provisions of said Agreements and Declarations of Trust, it shall be the purpose of the Health and Welfare Trust Funds to provide for accident and sickness, and/or group insurance as may be determined by the Trustees. At the discretion of the Trustees, dependents may also be entitled to benefits.

Section 3. A pension trust, known as the Brick Masons Pension Trust Fund, has been established by Agreement and Declaration of Trust dated 23 May 1963 and subsequently amended by the parties thereto for Chapters 4-A, 4-B, 4-G, and 4-H (Kern, Inyo, Los Angeles, Mono, Orange, San Bernardino, Riverside, and Tulare Counties). A pension trust, known as the Santa Barbara Masonry Local 5 Pension Plan, has been established for Chapters 4-E and 4-F (San Luis Obispo, Santa Barbara, and Ventura Counties). Each employer bound by this Agreement hereby agrees to abide and be bound by all of the terms and provisions of the Agreements and Declarations of Trust establishing the foregoing Trust Funds, as amended and as from time to time may hereinafter be amended. In accordance with the provisions of those Agreements and Declarations of Trust, it shall be the purpose of the Pension Trust Funds to provide retirement benefits to eligible employees under such terms and conditions as may be required by the Trustees.

Participation in more than one pension trust has been agreed upon by the parties to this Agreement. In addition to the Pension Trust Funds enumerated above, the parties to this Agreement have agreed to be bound to a pension trust known as the Bricklayers and Trowel Trades International Pension Fund, established under an Agreement and Declaration of Trust dated 1 July 1972. Each employer under this Agreement hereby agrees to abide and be bound by all of the terms and provisions of that Agreement and Declaration of Trust as amended and as from time to time may hereafter be amended. In accordance with the provisions of the Agreements and Declarations of Trust of the Pension Trust Funds enumerated above, it shall be the purpose of these funds to provide retirement and other similar benefits to eligible employees under such terms and conditions as may be required by the trustees of each trust fund.

The parties hereto have also agreed to another pension plan, which will be a Defined Contribution Plan, (Southern California Bricklayers Pension Plan) effective May 1, 1984. Each employer under this Agreement hereby agrees to abide and be bound by all of the terms and provisions of the Agreement and Declaration of trust for that Defined Contribution Plan, as amended and as from time to time may hereafter be amended. In accordance with the provisions of that Agreement and Declaration of Trust, it shall be the purpose of that Defined Contribution Plan to provide retirement and other similar benefits to eligible employees under such terms and conditions as may be required by the trustees of that trust fund.

Section 8 of this Article provides that every signatory employer pay a specific contribution per hour worked by all journeymen and apprentice employee covered by this Agreement to the appropriate Trust Funds. It is hereby understood and agreed that the portion designated under Section 8 includes contributions to each of the Pension Trust Funds enumerated above, including each of the local benefit plans, the Bricklayers and Trowel Trades International Pension Fund, and the Defined Contribution Pension Fund. However, the Bricklayers and Trowel Trades International Pension Fund is not otherwise a part of the Trust Funds and will be subject to those portions of this Agreement which prescribe the administration of the Pension Trust Funds including without limitation of Article XII, Sections 1, 5, 10 and 12, only as the trustees of the International Pension Fund may agree.

A. The Employer hereby adopts the Agreement and Declaration of Trust establishing the Bricklayers and Trowel Trades International Pension Fund dated 1 July 1972, and said Employer hereby irrevocably designates as its representatives on the Board of Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

B. The International Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the Requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the International Pension Fund as a deduction for income tax purposes.

C. It is the understanding of the parties to this Agreement that the International Pension Fund will rely upon the operational procedures of the Trust Funds to accomplish collection of contributions due under this agreement. The International Pension Fund will pay a reasonable reimbursement of collection expense as mutually agreed upon by the two boards of Trustees. It is further understood that the International Pension

Fund and the Brick Masons Pension Trust Fund will establish mutually agreeable written operational procedures.

During the term of this Agreement the portions of these funds stated in Attachment 1, Tables 2, 3, 7 and 8 so provided shall be paid to the Bricklayers & Trowel Trades International Pension Fund Trust to provide additional pension benefits to the eligible employees covered herein as is provided by said trusts:

In accordance with the PPA-mandated Funding Improvement Plan (FIP) adopted by the IPF Board of Trustees in December 2010, an additional contribution was made to the IPF of 15% of the amount being contributed at that time, which varied by county, for each hour or portion thereof for which the covered employee receives pay, and an additional percentage has been added each year to further fund the FIP.

Effective May 1, 2016, in accordance with the PPA-mandated Funding Improvement Plan (FIP), the contribution to the IPF will be increased by 4% of the IPF rate in effect at the time, including the amounts set forth above for each hour or portion thereof for which the covered employee receives pay. The additional contributions shall be used solely to increase IPF's funding in accordance with the mandates of the Pension Protection Act of 2006 (PPA).

Each successive year of this agreement, an additional contribution amount of 6% will be added through 2021. The additional contributions shall be used solely to increase IPF's funding in accordance with the mandates of the Pension Protection Act of 2006 (PPA).

During the term of this agreement increases will be applied to any required Pension Trust funding before applying increases to any other wage or fringe benefit category. Labor and Management Trustees of the local pension trust funds must consider information provided by the Actuaries in determining any mutually agreed change to the contribution into their Pension Trust.

Section 4. An apprentice training trust, known as the Apprenticeship and Training Trust Fund, has been established by Agreement and Declaration of Trust and subsequently amended by the parties thereto for Chapters 4-A, 4-B, 4-G, and 4-H (Kern, Inyo, Los Angeles, Mono, Orange, San Bernardino, Riverside, and Tulare Counties). An apprentice training trust, known as the Apprenticeship Training Trust Fund has been established for Chapters 4-E and 4-F (San Luis Obispo, Santa Barbara, and Ventura

Counties). Effective November 30, 2016, the apprenticeship trust for Chapters 4-E and 4-F was merged into the apprenticeship trust for Chapters 4-A, 4-B, 4-G, and 4-H. Each employer bound by this Agreement hereby agrees to abide and be bound by all of the terms and provisions of the Agreements and Declarations of Trust establishing the foregoing Trust Funds, as amended and as from time to time may hereafter be amended. In accordance with the provisions of those Agreements and Declarations of Trust, it shall be the purpose of the surviving Apprenticeship and Training Trust Fund to handle and disburse monies to be used by the Local Joint Apprenticeship Committees in the operation of apprentice training programs.

Section 5. No contribution from any employer who is not signatory to this Agreement shall be accepted by the Trustees of the above-named Trust Funds.

Section 6. An Industry promotion trust known as Masonry Institute of America (MIA) has been established for the purpose of providing for the promotion and development of the Masonry Industry. The Promotion Fund so provided shall be utilized for promotion purposes in a manner which shall be determined at the discretion of the trustees.

An Industry Trust known as the International Masonry Institute (IMI) has been established under an Agreement and Declaration of Trust, 14 March 1981, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, 22 July 1970) and/or to the predecessor International Masonry Apprentice Trust (established under an Agreement and Declaration of Trust, 6 November 1974), for the purpose of providing national promotion and development of the Masonry Industry in the fields of apprenticeship and training, advertising and promotion, research and development and labor management relations with programs targeted specifically to this area. The Administrator shall disburse the amount set forth in this agreement, less the pro rate share of the general and administrative costs, to IMI.

(a) Effective May 1, 2021, the contribution to the International Masonry Institute shall be at 1% of the total package for each hour, or portion thereof, for which a covered employee receives pay.

(b) Effective May 1, 2022, the contribution to the International Masonry Institute shall be at 1% of the total package for each hour, or portion thereof, for which a covered employee receives pay.

(c) Effective May 1, 2023, the contribution to the International Masonry Institute shall be at 1% of the total package for each hour, or portion thereof, for which a covered employee receives pay.

(d) Effective May 1, 2024, the contribution to the International Masonry Institute shall be at 1% of the total package for each hour, or portion thereof, for which a covered employee receives pay.

(e) Effective May 1, 2025, the contribution to the International Masonry Institute shall be at 1% of the total package for each hour, or portion thereof, for which a covered employee receives pay.

An Industry promotion trust known as California Masonry Advancement Fund (CMAF) has been established for the purpose of providing technical and educational assistance to design professionals and signatory contractors for the promotion and development of the Masonry Industry. The Promotion Fund so provided shall be utilized for promotion purposes in a manner which shall be determined at the discretion of the trustees. CMAF contributions do not apply to Stone and Marble work.

Section 7. A fund for Contract Compliance has been established for monitoring contractor compliance of prevailing wages established by Federal and State regulatory agencies. It is agreed by all parties signatory to this agreement that the amount stipulated in Attachment 1 shall be deducted from employees' pay for this fund. These monies shall be designated as compliance and added to the appropriate amount of supplemental/check off dues. The employer may/shall include this amount with the Dues Taxable deduction and designate the deduction as Dues/Compliance. These funds shall be forwarded to Local 4 monthly with the Supplemental Dues.

Section 8.

CONTRIBUTIONS ON JOURNEYMAN BRICKLAYERS CONTRIBUTION ON APPRENTICE HOURS WORKED SHALL BE HEALTH & WELFARE, PENSION AND BOND

Employer contributions to Health & Welfare Trusts, Local Pension Trusts, IU Pension Trust, Defined Contribution Pension Trust, Local Apprenticeship Training Trusts, Supplemental Dues Fund, Promotion Trust Fund, IMI Trust Fund, Contract Compliance Fund and applicable Cash Bond Deposit shall be made in accordance with the hourly rates listed in "Attachment 1, Tables 2, 3, 5, 6, 7 and 8, as applicable".

Any employer signatory hereto who contributes on less than one hundred (100) hours for a calendar month, agrees to contribute the sum of \$10.00 per month to the Promotion Fund, and \$5.00 per month to the Apprenticeship Trust Fund, for each month in which the signatory employer is liable for a contribution report. This paragraph does not apply to

contractors working under a PLA, PSA, or any job specific agreement, provided that they provide written notification to the Trust Fund Administrator and the Union of inactivity or completion of said project.

The employer shall deduct from the wages of each employee, who has signed a check off authorization conforming to Federal law, and transmit monthly to the Trust Fund, the sum agreed for each hour worked under the collective bargaining Agreement of Local #4. The sums transmitted to Local #4 shall be accompanied by a statement, reporting the name of each person whose local working dues are being paid and the number of hours each employee has been paid.

The Union shall maintain dues checkoff authorization which shall be irrevocable for the period of one (1) year following the date it was signed or until the current applicable collective bargaining Agreement expires, whichever occurs from year to year, unless not more than ninety (90) days, nor less than sixty (60) days prior to the termination of the annual renewal date the member revokes this authorization by written notice to the Union and to the individual Employer by whom the member is employed.

The employer shall deduct from the wages of each employee an amount equal to one percent of the hourly wage + Fringe package, for each hour of employment under such a collective bargaining agreement during the previous month hereafter call "IU working dues", the IU dues shall be automatically adjusted each year according to the percentage increase in journeyman wage + Fringes.

Section 9. The Trustees of the Trust Funds or Trustees Agent shall provide forms to the employer so that the employer may furnish written reports monthly, or at such other periods as designated by the respective Trustees, which reports shall set forth the names, partial social security numbers and hours worked by workers covered by this Agreement, or if no such workers have worked during the month involved, a statement on such form to such effect. The Trustees of the respective Trust Funds shall be entitled to, and may file legal action for, the collection of any and all contributions and liquidated damages due and owing by the employer and, in the event such action is maintained and filed in addition to recovering of payments due and legal rate of interest, the employer agrees to pay all costs of such suit or suits, together with reasonable Attorney's Fees.

Section 10. Each contribution report and payment to the respective Trust Funds shall be made promptly at the designated depository or shall be postmarked on or before the 25th day of the calendar month directly following the calendar month in which the hours covered by the report and payment

were worked and, if not postmarked and/or deposited in transit to the appropriate Trust Funds by the 25th day of the calendar month directly following the calendar month in which the hours covered by the report and payment were worked, shall be delinquent and subject to liquidated damages. When the 25th of the month falls on a Saturday, Sunday, or recognized holiday as defined in this agreement, the due date will be the next working day following the Saturday, Sunday or holiday. If any employer fails to make the monthly report and contributions in full on or before the LAST day of the month on four (4) occasions within any twelve-month period, or for two consecutive months, the Delinquency Committee may provide by resolution that thereafter immediately following such resolution the employer shall be required to increase his cash bond to \$6,000.00. Said resolution shall be subject to approval by the Trust Funds. The MCESC and Union recognize and acknowledge that the regular and prompt payment of employer contributions to the Trust Funds is essential to the maintenance of the Trusts, and that it would be extremely difficult and impractical, if not impossible, to fix the actual expense and damage to the Trusts which would result from failure of an individual employer to pay such monthly contribution in full within the time above provided. Therefore, the amount of damage to the Trust Funds resulting from any such failure to pay is hereby agreed to the sum of \$20.00 per delinquency or ten percent (10%) of the amount of the contribution or contributions due, whichever is greater, which amount shall become due and payable to the Trust Funds pro rata by the delinquent employer as liquidated damages and not as a penalty at the place where the contribution is payable upon the day immediately following the date on which the contribution or contributions becomes delinquent and shall be in addition to said contribution or contributions; provided, however, the Delinquency Committee may waive payment of any said liquidated damages in particular case upon good cause satisfactory to the Committee, subject to approval of the Trust Funds.

Section 11. Any employer signatory to this Agreement who does not employ workers during the month involved and fails to file a report with the Trustees as required by Article XII, Section 10 hereof may at the discretion of the said Committee, subject to approval of the Trust Funds, be assessed the sum of ten dollars (\$10.00) as liquidated damages for each such failure to report.

Section 12. The Board of Trustees of each Trust shall maintain suitable and adequate records of and for the administration of their respective Funds. The Delinquency Committee on behalf of each Trust may require the employers, and signatory association, individual employer, member, Union or employee to submit to the Committee data, reports or documents

reasonably relevant to and suitable for the purposes of such administration; provided, however, that the Union shall not be required to submit lists of membership. The parties agree that they will comply with any such reasonable request by the Committee. Upon request, each employer shall permit an accountant selected by the Committee to enter upon the premises of such employer or member during normal business hours, at a reasonable time or times, and to examine the payroll and cash disbursement records to determine whether the employer or member is making full and prompt payment of all sums required to be paid by the employer or member to the Funds. The payroll records will include the applicable individual employee's records, time cards, all supporting payroll disbursement records, all quarterly and annual federal and state payroll tax returns and copies of information submitted to the employees at the end of the calendar year, such as Internal Revenue Service forms W-2, and 1099. Related records will include those necessary to substantiate payments made to employees other than the ones designated as payroll.

It is the essence of this provision that the contractor provides only information to the auditor to support payments made to employees performing work covered by this Agreement. It is not the intent of this provision for the contractor to provide any other financial or recorded information. All Parties agree that the accountant and his staff fully respect the confidential nature of the financial records and activities of the employer or member and shall not request or require the independent accountant to divulge any information of the employer or member for any purpose beyond the scope and purpose of the examination. If it is determined, as a result of such examination, that the employer or member has defaulted in making any payments to the Funds, as required by this Agreement, then said employer or member, in addition to immediately paying into the Funds all amounts owing, shall immediately pay all reasonable costs incurred for such examination.

Section 13. Each of the Trusts Funds shall automatically provide an unconditional release to any member contractor covered under Member Contractor Blanket Cash Bond. In addition, each of the Trust Funds shall monthly provide unconditional releases to nonmember contractors if there are no specific known deficiencies in his account.

Section 14. A Cash Bond Trust fund has been established, known as the Local Employers' Cash or Surety Bond Trust Fund, for Chapters 4-E and 4-F (San Luis Obispo, Santa Barbara, and Ventura Counties). Each employer bound by this Agreement hereby agrees to abide and be bound by the terms and provisions of the Agreement and Declaration of Trust

establishing that Trust Fund, as amended and as from time to time may hereafter be amended.

Article XIII CASH BOND DEPOSIT

Section 1. In order to secure payment of wages, employer contributions due the Trust Funds, specifically the Health & Welfare Trust Fund, the Pension Trust Fund, the Apprenticeship Trust Fund, the Promotion Fund, and liquidated damages, each signatory employer agrees to deposit with the Trust Funds the sum of \$4,000.00 in cash on May 1, 2021 or in the alternative, such employer may deposit the sum of \$500.00 on May 1, 2021 and thereafter pay to the Trust Funds the amount specified in Attachment 1, Tables 2, 3, 7 and 8, Cash Bond Deposit Contribution, until such time as the applicable cash bond has been paid, no further payments to the Trust Funds for cash bond deposit shall be required. The applicable cash bond deposit shall at all times for the duration of this Agreement be maintained with the Trustees of the Trust Funds. Any employer that has had the bond deposit reduced due to assessment as set forth in Article XII, Section 1 will be required to immediately replenish the bond deposit to the required amount stipulated in this agreement. All employers who work with the tools shall be required to comply with this Section.

In the event that collection of funds is insufficient to cover claims the following order of priority shall apply: Wages, International Pension, Local Pension, Defined Contribution Pension, Health & Welfare, Apprenticeship, Compliance, Promotion, IMI and Cash Bond.

Section 2. The Executive Council of the Mason Contractors Exchange of Southern California, Inc., shall deposit with the Trustees of the Brick Masons Trust Funds, the sum of \$15,000.00 in cash which shall be deposited for and on behalf of its members in lieu of the \$4,000.00 cash bond deposit required by Section 1 of this Article, and required by the Trust Areas covered by this Agreement. Said cash bond deposit shall be used to provide the applicable cash bond for each of the members of the MCESC who are members on the effective date of this Agreement, under this cash deposit by the MCESC on the list furnished by the Trust Funds and the Unions covered by this Agreement. Employers who join the MCESC or are deleted from membership in the MCESC shall be covered and dropped from said cash bond coverage upon receipt of appropriate written notice given by the MCESC to the Third-Party Administrator, Trustees of the Trust Funds and the Unions. The \$15,000.00 cash deposit shall be maintained in said full amount and for the duration of this Agreement. The MCESC does hereby agree that it will be liable for the debts and delinquencies of the MCESC

members covered by this cash bond to a maximum amount of the applicable cash bond per member in each of the Trust Areas covered by this Agreement. This obligation is undertaken by the MCESC on its own behalf and for and on behalf of its members. Upon ratification of this Agreement by the MCESC, said ratification shall constitute the promise of the MCESC to the Trustees of the Trust Funds as set forth in this Section. Individual members of the MCESC may, if they so elect, not be covered under the cash bond deposit of the MCESC and may deposit the applicable cash bond deposit as set forth in Section 1 of this Article.

Section 3. The \$15,000.00 cash deposit shall be held by the Brick Masons Trust Funds in the name of the Mason Contractor's Exchange of Southern California, Inc.

Section 4. Any interest or other increments earned by the Cash Bond Deposits shall be held by the appropriate Trust Fund to pay administration costs for operation of said Trust as per the terms of the Trust Agreement and in no event shall any employer be entitled to receive any of the interest or increment earned by the Cash Bond Deposit.

Section 5. The MCESC shall furnish the Trustees of the Trust Funds and the Unions covered by this Agreement a complete list of all its members covered by its blanket bond, and, in addition, will furnish during the term of this Agreement a revised list of those members added or deleted from coverage under the blanket cash bond.

Article XIV WORKING RULES

Section 1. The employer shall provide sanitary drinking water, on all jobs employing workers.

Section 2. The employer shall furnish all lines, buckets and any other equipment commonly furnished by the employer. The workers shall furnish their own trowel, level or plumb rule, measuring tape, line pins and twigs, jointers, rakers and any other tools commonly furnished by the workers.

Section 3. No worker shall furnish a truck or trailer for their employer regardless of whether they are compensated or not.

Section 4. No employer shall be allowed to work with the tools of the trade on any job other than during the regular working hours.

Section 5. Concrete block, stone or any similar material customarily handled and set by workers, shall be limited in weight to forty-five (45) pounds per unit and any unit weighing over forty-five (45) pounds must be handled and set by two (2) or more workers or by the help of mechanical means.

Section 6. In grouting, any grout tub standing more than twenty (20) inches in height shall be considered excessive and shall not be used. Any grout container or bucket larger than eight (8) quarts shall be considered excessive and shall not be used. When feasible, the grout tub shall be set on a mortar board stand.

Section 7. Workers should be in possession of their tools, and ready to change jobsites when jobsite location can change after working hours. If employer voluntarily provides a tool storage location for any worker, the employer shall not be responsible for any loss or damage to workers' tools left on the jobsite.

Section 8. All workers shall acquaint themselves to and adhere to jobsite rules.

Section 9. No wall shall be built over four feet - eight inches, in height from the floor or scaffold. No working platform shall be built higher than the wall. No scaffold shall be less than four (4) feet in width.

Section 10. On multi-story jobs, a reasonable amount of time within the shift shall be allowed to get to and from the ground level to place of work.

Section 11. The employer shall furnish mortar board stands that are approximately twenty-two (22) inches high.

Section 12. All foremen shall be members of BAC.

Section 13. A foreman or assistant foreman shall not be allowed to work on more than one shift in any twenty-four (24) hour period.

Section 14. Foreman shall refer any newly employed workers to the steward on the job for Union clearance.

Section 15. Employers and their supervisors, for the purpose of spreading employment, shall, on all jobs covered by this Agreement, employ at least 75% of the workers who are workers from the jurisdiction of this agreement who have at least six (6) months residence.

Section 16. Workers on a fire brick job necessitating change of clothing due to the dirty nature of the work shall be allowed ten (10) minutes to change clothing and clean tools, but the employee shall remain on the job until the regular quitting time.

Section 17. All workers shall wear hard hats where required and any workman who reports for work without a hard hat in his possession shall not be permitted to start work.

Section 18. The Unions covered by this Agreement shall not allow their members to start work for any employer who is not signed to this Agreement and will take the appropriate action against any of its members who begin or continue work for an employer who is not signatory to this Agreement.

Section 19. Any employer or member of any employer firm who works with the tools shall become a member of BAC, pursuant to Article V, Section 3 of this Agreement.

Section 20. No masonry materials shall be stacked more than five (5) feet above the working platform of the workers.

Section 21. No worker shall be required to thread block over steel more than four (4) feet above the working platform.

Section 22. Rest Periods- Workers on every job will be granted one ten (10) minute break per four hour working increment in accordance with California Industrial Welfare Commission Wage Order 16-2001. The time of taking the break shall be determined at the complete discretion of the foreman on the job.

Section 23. No journeyman shall allow any person other than a journeyman; bricklayer or stonemason to lay out any piece of work for him or plumb or level any part of his work.

Section 24. Any signatory contractor or officer of a signatory contractor who has a liability for fringes to the Trust Funds cannot sign another Agreement with Local Union #4 for another jurisdiction until all liability to the Trust Funds has been paid for.

Section 25. Jump planks, when used, shall a minimum of twenty (20) inches in width and be within the limitations set forth in Construction Safety Orders CCR, Title 8, §1637 (j).

Section 26. Any Drug Testing required by an owner, a general contractor, or an employee company policy, shall be complied with to secure employment.

The cost for such testing is to be borne by the contractor or employer. However, no additional monies will be paid to the employee, either for travel to or from, or for time spent in the clinic while testing is being performed. If called on a twelve (12) hour shift for testing, one hour out of the shift shall be allowed for testing.

The actual cost of any job specific background checks, security checks, or clearances such as "Live Scan" or gate passes shall be borne by contractor.

Section 27. Both parties agree that no contracting of labor by the worker shall be allowed.

Section 28. Worker ratio –Parties to this agreement recognize that there is a recognized industry standard for the number of workers covered under this agreement to the number of Brick Tenders required on a typical masonry project. The number of hours worked by Mason Tenders for the masonry work on a project should not exceed the number of hours of workers covered by this agreement. When unusual job conditions exist, the contractor shall notify the union that the ratio may not comply with the recognized industry standard.

Article XV

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 at the time of bid shall apply to the job or project for the duration of the job or project.

If any public agency publishes prevailing wage and fringe benefit rates for the Bricklayer classification for a specific job or project which are less than the rates set forth in the Bricklayer 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 XVI TRAVELING CONTRACTORS

When the employer has any work specified in Article II of this Agreement to be performed outside the area covered by this Agreement and within the area covered by an agreement with another affiliate of the International Union of Bricklayers and Allied Craftworkers, the Employer agrees to abide by the full Terms and Conditions of the Agreement in effect in the jobsite area. Employees covered by this agreement who are sent to projects outside of the area covered by this Agreement shall be paid the established minimum wage scale of the local Agreement covering the territory in which such work is being performed plus all contributions specified in the jobsite local Agreement. The Employer shall in all other matters be governed by provisions established in the jobsite local Agreement.

Article XVII MOST FAVORED NATIONS CLAUSE

The Union shall request in writing the consent of MCESC to any agreement by the Union to grant any employer or Employer Association conditions more favorable than those set forth in this Agreement. Should the Union not obtain such consent in writing from MCESC, then, and only then, the Union shall grant those same conditions to all contractors signatory to this agreement. If the Union grants more favorable conditions to any employer or Employer Association without the written consent of the MCESC, the Union shall immediately notify MCESC.

The provisions of this Article do not apply to Project Labor Agreements (PLA), Project Stabilization Agreements (PSA) or Prevailing Wage projects covered by Article XV. The provisions of this Article do not apply to any Labor-Management agreed Specifically Targeted Projects, Market Recovery, Government Agreements or Maintenance Agreements.

Article XVIII
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of race, religion, color, sex, age, national origin, ancestry, sexual orientation or other legally impermissible reason and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to Union membership.

Section 2. 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 contract with any Federal, State or governmental body, commission or agency or to enable the employer to fully comply with all Federal and State Laws, Presidential Executive Orders, 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. Employees recruited as a result of this section are subject to the requirements of Article V, Section 3.

Section 3. 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.

Section 4. Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number.

Article XIX
SICK LEAVE

The parties hereto agree to the fullest extent permitted, this agreement shall operate to waive any and all provisions of the Healthy Workplace Healthy Family Act of 2014, effective January 1, 2015, and shall

supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this agreement.

The parties further agree that to the fullest extent permitted, this Agreement shall operate to waive any provisions of any City, County or other local Paid Sick Leave ordinance.

ARTICLE XX CONDITIONAL EXTENSION

Conditions for extending the wage and benefits in effect between May 1, 2020 to April 30, 2021 for jobs under contract before May 1. This extension will exist until completion of work contracted prior to May 1, 2021. All refractory jobs are excluded.

(a) Prior to May 31, 2021, notification to Local #4 Office of the Project and phase of project including a copy of the signed contract or notice to proceed.

(b) All benefit hours reported on projects must be reported on a separate job specific report form (to avoid potential underpayment perception by administrator).

Article XXI MISCELLANEOUS PROVISIONS

Section 1. During the term of this agreement, the Union shall not knowingly refer 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.

Section 2. Each applicant for employment shall be required to furnish evidence of successful completion of Scaffold Users Training class, evidence of successful completion of OSHA 10 Hour Certification both current within four (4) years. If the employee cannot furnish evidence of the required certification, the employer will not be required to employ any referred individual and the employer will not be required to pay any show up time.

The Union shall offer training classes, at no cost to the employer for OSHA 10, Scaffold User and CPR/First-Aid Certification for all Apprentices and Journeyworkers.

Section 3. The Union will implement and maintain a database of union member certifications. Certification categories will include Scaffold Users, CPR, Refinery Safety Orientation (RSO), Welding, Gunite, OSHA 10 Hour, OSHA 30 Hour. The Database shall be current and readily available to any employer via web-based access for the employers use in determining the eligibility of any worker.

Section 4. In cases where special job-site specific safety training is required, employees will be compensated for the time spent attending safety training.

(a) Refractory workers shall be compensated for any training time required for CAL-OSHA site specific training and all MSHA training hours. All refractory workers shall be compensated for two hours or the actual training hours, whichever is greater, at the collective bargaining rate in force at the time of training. When training is performed on Saturday or Sunday, the appropriate overtime rate will be paid.

Section 5. Parties agree that Employees will not be compensated for Jury service.

Article XXII TERM OF THIS AGREEMENT

The term of this Agreement is May 1, 2021 to April 30, 2026, and from year to year thereafter unless either the Union or MCECSC give written notice received by the other not less than sixty (60) days nor more than ninety (90) days prior to April 30, 2026, or between sixty (60) and ninety (90) days prior to April 30 of any subsequent year, of the desire to change, amend, modify, or terminate the Agreement.

Article XXIII AMENDMENTS TO AGREEMENT

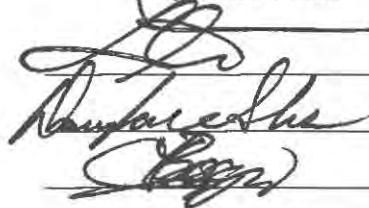
Section 1. It is mutually agreed that any amendments to this Agreement by the MCECSC and the Union shall be binding on the MCECSC and the Union and all parties signatory to this Agreement, and any other employer bound to this Agreement and anyone hiring workers covered by this Agreement.

Section 2. It is further agreed by and between the MCECSC and the Union and anyone covered by this Agreement that if any Federal or State

Court at any time decides that any clause or clauses of this Agreement is or are invalid or illegal, such decision shall not invalidate the other portions of this Agreement, but any such clause or clauses declared void or illegal by Federal or State Court shall be stricken out and the remaining portion of this Agreement shall be considered binding between the MCESC and the Union, any other employer bound to this Agreement and anyone hiring workers covered by this Agreement, and the MCESC and the Union agree to immediately negotiate as to any items declared void or illegal.

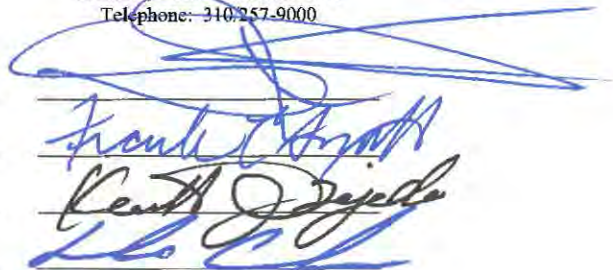
IN WITNESS WHEREOF, we have hereunto set our hand and attached the official seals of our respective organizations this 1st day of May 2021.

THE NEGOTIATING COMMITTEE OF
THE BRICKLAYERS LOCAL UNION
NO. 4 OF CALIFORNIA, IU of BAC for
Chapters 4-A, Orange County; 4-B, San
Bernardino & Riverside Counties; 4-E,
Ventura County; 4-F Santa Barbara & San
Luis Obispo Counties; 4-G, Kern, Inyo,
Mono & Tulare Counties; and 4-H, Los
Angeles County.
2679 Sierra Way
La Verne, CA 91750-5642
Telephone 626/739-5600



The EXECUTIVE COUNCIL of the
MASON CONTRACTORS'
EXCHANGE of SOUTHERN
CALIFORNIA, INC

1315 Storm Parkway
Torrance, California 90501-5041
Telephone: 310/257-9000



INDIVIDUAL EMPLOYER AGREEMENT

The undersigned Employer agrees to abide by all the terms and conditions of the current collective bargaining agreement (Agreement) between Bricklayers & Allied Craftsmen, Local Number 4, for Chapters 4-A, Orange County; 4-B, San Bernardino & Riverside Counties; 4-E, Ventura County; 4-F Santa Barbara & San Luis Obispo Counties; 4-G, Kern, Inyo, Mono & Tulare Counties; and 4-H, Los Angeles County (Union); and the Executive Council of the Mason Contractors' Exchange of Southern California, Inc. (MCEC), as well as by all amendments, extensions, and new Agreements between the Union and MCEC, unless either the Union or the Employer gives written notice of intention to terminate, not more than 90 nor less than 60 days prior to the termination date of the current or any subsequent Agreement. Notice to the Union shall be effective only upon receipt by the Union.

Employer: _____ Date: _____

Owner, Partner or Officers' Names: _____

Address: _____

City: _____ Zip: _____

Telephone: () _____ License No.: _____

Classification: _____

Signature of Owner, Partner, Officer or Representative

REPRESENTATIVE OF THE BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NUMBER 4

Cash Deposit of _____ \$ _____

Received in Cash or Check No. _____

Signature of Local Union Representative

ATTACHMENT 1 - WAGE AND FRINGE BENEFIT SCALES

TABLE 1-JOURNEYMAN BRICKLAYER WAGE RATE

	County					
	Los Angeles	Orange	San Bernardino / Riverside ¹	K/I/M/T	Ventura	Santa Barbara/ San Luis Obispo
5/1/2021 – 4/30/2022	\$43.41	\$43.30	\$43.35	\$43.40	\$43.22	\$43.78
5/1/2022 – 4/30/2023	+ \$2.00 ²	+ \$2.00 ²	+ \$2.00 ²	+ \$2.00 ²	+ \$2.00 ²	+ \$2.00 ²
5/1/2023 – 4/30/2024	+ \$2.10 ³	+ \$2.10 ³	+ \$2.10 ³	+ \$2.10 ³	+ \$2.10 ³	+ \$2.10 ³
5/1/2024 – 4/30/2025	+ \$2.20 ³	+ \$2.20 ³	+ \$2.20 ³	+ \$2.20 ³	+ \$2.20 ³	+ \$2.20 ³
5/1/2025 – 4/30/2026	+ \$2.20 ³	+ \$2.20 ³	+ \$2.20 ³	+ \$2.20 ³	+ \$2.20 ³	+ \$2.20 ³

¹ Wage scale for prevailing wage projects performed in Blythe, China Lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and I-15 corridor (Barstow to the Nevada State Line) is Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate.

² Maximum possible to be applied to wage rate.

³ Increases subject to partial or full reallocation to Trust Contributions.

**TABLE 2 - JOURNEYMAN FRINGE BENEFIT CONTRIBUTIONS
5/1/2021 – 4/30/2022**

	County					
	Los Angeles	Orange	San Bernardino/ Riverside	K/I/M/T	Ventura	Santa Barbara/ San Luis Obispo
Local Dues ¹	1.30	1.28	1.28	1.28	1.28	1.26
IU Work Dues ¹	0.64	0.63	0.63	0.63	0.63	0.62
Contract Compliance ¹	0.33	0.32	0.33	0.33	0.32	0.33
Health & Welfare	9.25	9.25	9.25	9.25	9.25	9.25
Local Pension	6.50	6.50	0.00	6.50	0.00	0.00
Def Contr Pension	1.00	1.00	6.50	0.00	6.00	6.75
IU Pension	1.00	0.70	1.10	1.00	1.50	0.30
IU Pension PPA ²	0.15	0.11	0.17	0.15	0.23	0.05
IU Pension FIP ²	0.66	0.45	0.71	0.66	0.97	0.19
Appr. Training	0.40	0.40	0.40	0.40	0.40	0.40
Promotion Fund	0.45	0.45	0.45	0.45	0.45	0.45
CMAF Promotion ³	0.40	0.40	0.40	0.40	0.40	0.40
EMI	0.64	0.63	0.63	0.63	0.63	0.62
Cash Bond Dep ⁴	0.50	0.50	0.50	0.50	0.50	0.50
TOTAL/HOUR	\$63.86	\$63.19	\$62.96	\$62.84	\$63.05	\$62.19

¹ Included in Journeyman Scale (Table 1)

² For satisfaction of the 2006 Pension Protection Act funding program

³ Does not apply to Stone and Marble work

⁴ If required to satisfy minimum bond deposit, not included in Total Package.

TABLE 3A – JOURNEYMAN OVERTIME WAGE SCALE (AT TIME AND ONE HALF) 5/1/2021 – 4/30/2022						
	County					
	Los Angeles	Orange	San Bernardino Riverside	K/I/M/T	Ventura	Santa Barbara/ San Luis Obispo
Wage Rate	\$65.12	\$64.95	\$65.03	\$65.10	\$64.83	\$65.67
Local Dues ¹	1.30	1.28	1.28	1.28	1.28	1.26
IU Work Dues ¹	0.64	0.63	0.63	0.63	0.63	0.62
Contr Compliance ¹	0.33	0.32	0.33	0.33	0.32	0.33
Health & Welfare	9.25	9.25	9.25	9.25	9.25	9.25
Local Pension	6.50	6.50	0.00	6.50	0.00	0.00
Def Contr Pension	1.00	1.00	6.50	0.00	6.00	6.75
IU Pension	1.00	0.70	1.10	1.00	1.50	0.30
IU Pension PPA ²	0.15	0.11	0.17	0.15	0.23	0.05
IU Pension FIP ²	0.66	0.45	0.71	0.66	0.97	0.19
Appr. Training	0.40	0.40	0.40	0.40	0.40	0.40
Promotion Fund	0.45	0.45	0.45	0.45	0.45	0.45
CMAF Promotion ³	0.40	0.40	0.40	0.40	0.40	0.40
IMI	0.64	0.63	0.63	0.63	0.63	0.62
Cash Bond Dep ⁴	0.50	0.50	0.50	0.50	0.50	0.50
TOTAL/HOUR	\$85.57	\$84.84	\$84.64	\$84.54	\$84.66	\$84.08

¹ Included in Wage Rate

² For satisfaction of the 2006 Pension Protection Act funding program

³ Does not apply to Stone and Marble work

⁴ If required to satisfy minimum bond deposit, not included in Total Package.

TABLE 3B – JOURNEYMAN OVERTIME WAGE SCALE (AT DOUBLETIME) 5/1/2021 – 4/30/2022						
	County					
	Los Angeles	Orange	San Bernardino Riverside	K/I/M/T	Ventura	Santa Barbara/ San Luis Obispo
Wage Rate	\$86.82	\$86.60	\$86.70	\$86.80	\$86.44	\$87.56
Local Dues ¹	1.30	1.28	1.28	1.28	1.28	1.26
IU Work Dues ¹	0.64	0.63	0.63	0.63	0.63	0.62
Contr Compliance ¹	0.33	0.32	0.33	0.33	0.32	0.33
Health & Welfare	9.25	9.25	9.25	9.25	9.25	9.25
Local Pension	6.50	6.50	0.00	6.50	0.00	0.00
Def Contr Pension	1.00	1.00	6.50	0.00	6.00	6.75
IU Pension	1.00	0.70	1.10	1.00	1.50	0.30
IU Pension PPA ²	0.15	0.11	0.17	0.15	0.23	0.05
IU Pension FIP ²	0.66	0.45	0.71	0.66	0.97	0.19
Appr. Training	0.40	0.40	0.40	0.40	0.40	0.40
Promotion Fund	0.45	0.45	0.45	0.45	0.45	0.45
CMAF Promotion ³	0.40	0.40	0.40	0.40	0.40	0.40
IMI	0.64	0.63	0.63	0.63	0.63	0.62
Cash Bond Dep ⁴	0.50	0.50	0.50	0.50	0.50	0.50
TOTAL/HOUR	\$107.27	\$106.49	\$106.31	\$106.24	\$106.27	\$105.97

¹ Included in Wage Rate

² For satisfaction of the 2006 Pension Protection Act funding program¹⁰²⁵

³ Does not apply to Stone and Marble work

⁴ If required to satisfy minimum bond deposit, not included in Total Package.

TABLE 4 - APPRENTICE WAGE SCALE^{1,2} 5/1/2021 – 4/30/2022						
	County					
	Los Angeles	Orange	San Bernardino Riverside	K/I/M/T	Ventura	Santa Barbara/ San Luis Obispo
1 st Period	21.71	21.65	21.68	21.70	21.61	21.89
2 nd Period	23.88	23.82	23.84	23.87	23.77	24.08
3 rd Period	26.05	25.98	26.01	26.04	25.93	26.27
4 th Period	28.22	28.15	28.18	28.21	28.09	28.46
5 th Period	30.39	30.31	30.35	30.38	30.25	30.65
6 th Period	34.73	34.64	34.68	34.72	34.58	35.02
7 th Period	39.07	38.97	39.02	39.06	38.90	39.40

¹ Includes Dues Check Off and Contract Compliance

² Increases subject to partial or full reallocation to Trust Contributions.

TABLE 5 - APPRENTICE LOCAL SUPPLEMENTAL WORKING DUES¹ 5/1/2021 – 4/30/2022						
	County					
	Los Angeles	Orange	San Bernardino Riverside	K/I/M/T	Ventura	Santa Barbara/ San Luis Obispo
1 st through 7 th Period	0.93	0.92	0.91	0.91	0.92	0.90

¹ Included in Wage Scale

TABLE 6 - APPRENTICE I.U. SUPPLEMENTAL WORKING DUES AND CONTRACT COMPLIANCE¹ 5/1/2021 – 4/30/2022						
	County					
	Los Angeles	Orange	San Bernardino Riverside	K/I/M/T	Ventura	Santa Barbara/ San Luis Obispo
1 st through 7 th Period	0.46	0.45	0.45	0.45	0.45	0.44
Contract Compliance	0.33	.32	0.33	0.33	0.32	0.33

¹ Included in Wage Scale

TABLE 7 - APPRENTICE FRINGE BENEFITS 5/1/2021 – 4/30/2022

	County					
	Los Angeles	Orange	San Bernardino Riverside	K/I/M/T	Ventura	Santa Barbara/ San Luis Obispo
Health & Welfare						
1 st Period	9.25	9.25	8.50	8.75	8.25	8.75
2 nd Period	9.25	9.25	8.50	8.75	8.25	8.75
3 rd Period	9.25	9.25	9.25	9.25	9.25	9.25
4 th Period	9.25	9.25	9.25	9.25	9.25	9.25
5 th Period	9.25	9.25	9.25	9.25	9.25	9.25
6 th Period	9.25	9.25	9.25	9.25	9.25	9.25
7 th Period	9.25	9.25	9.25	9.25	\$9.25	9.25
Local Pension						
1 st thru 4 th Period	0.00	0.00	0.00	0.00	0.00	0.00
5 th thru 7 th Period	6.50	6.50	0.00	6.50	0.00	0.00
IU Pension	1.00	0.70	1.10	1.00	1.50	0.30
IU Pension PPA ¹	0.15	0.11	0.17	0.15	0.23	0.05
IU Pension FIP ¹	0.66	0.45	0.71	0.66	0.97	0.19
Defined Contr Pension						
1 st Period	1.50	1.50	1.00	1.00	1.00	1.25
2 nd Period	1.50	1.50	1.00	1.00	1.00	1.25
3 rd Period	3.50	3.50	2.25	2.50	2.00	2.75
4 th Period	5.50	5.50	4.25	4.50	4.00	4.75
5 th Period	1.00	1.00	6.50	0.00	6.00	6.75
6 th Period	1.00	1.00	6.50	0.00	6.00	6.75
7 th Period	1.00	1.00	6.50	0.00	6.00	6.75
IMI (1% of Total Package)						
1 st Period	0.35	0.34	0.34	0.34	0.34	0.33
2 nd Period	0.37	0.36	0.36	0.36	0.36	0.35
3 rd Period	0.41	0.40	0.40	0.40	0.40	0.39
4 th Period	0.45	0.45	0.44	0.44	0.44	0.43
5 th Period	0.49	0.49	0.49	0.48	0.49	0.48
6 th Period	0.54	0.53	0.53	0.53	0.53	0.52
7 th Period	0.58	.58	0.57	0.57	0.57	0.57
Cash Bond Dep ²	0.50	0.50	0.50	0.50	0.50	0.50

¹ For satisfaction of the 2006 Pension Protection Act funding program

² If required to satisfy minimum bond deposit, not included in Total Package.

TABLE 8 – MASON FINISHER WAGE AND FRINGE BENEFIT SCALE
5/1/2021 – 4/30/2022

Apprentice	Counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, Mono and Tulare				
	1 st Period	2 nd Period	3 rd Period	4 th Period	Journeyman
Wage Rate	\$22.31	\$26.03	\$29.75	\$33.47	\$37.19
Local Dues ¹	0.69	0.69	0.69	0.69	1.16
IU Work Dues ¹	0.34	0.34	0.34	0.34	0.57
Contract Compliance ¹	0.28	0.28	0.28	0.28	0.28
Health & Welfare	5.50	5.50	5.50	5.50	9.25
Local Pension	0.00	0.00	0.00	0.00	6.50
Local DC Pension	0.00	0.00	0.00	0.00	1.00
IU Pension					1.00
IU Pension PPA ²	0.00	0.00	0.00	0.00	0.15
IU Pension FIP ²					0.66
Promotion Fund	0.00	0.00	0.00	0.00	0.45
IMI	0.28	0.32	0.36	0.39	0.57
Appr. Fund	0.00	0.00	0.00	0.00	0.40
Cash Bond Dep ³	0.50	0.50	0.50	0.50	0.50
TOTAL Package	\$28.09	\$31.85	\$35.61	\$39.36	\$57.17
¹ Included in Wage Rate					
² For satisfaction of the 2006 Pension Protection Act funding program					
³ If required to satisfy minimum bond deposit, not included in Total Package.					

TABLE 9 - FOREMAN PREMIUM SCALE

Number of masons on project	Scale added to Journeyman Wage
2 – 6 masons	\$2.50
7 – 11 masons	\$3.00
12 or more masons	\$4.00

Appendix A

Grievance of Disputes

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. "A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement." *United Steelworkers of Am. v. Warrior & Gulf Nav. Co.*, 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). *D.R. Horton, Inc. v. N.L.R.B.*, 737 F.3d 344, 361 (5th Cir. 2013) ("[W]e discern [] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause." Citing, *Blessing v. Freestone*, 520 U.S. 329, 343, 117 S. Ct. 1353, 137 L. Ed. 2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that "[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy ... imposed on individual employees by the employer as a condition of employment." *D. R. Horton Inc.*, 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator's knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provides a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

A. Arbitration of Employment Related Claims

Any dispute, complaint or grievance alleging a violation of the Agreement shall be processed through the Joint Board in Article III and the Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant such Article. In addition, any dispute, complaint or grievance concerning a violation of, or arising under, Industrial Welfare Commission Wage Order 16 ("Wage Order 16") which is subject to the Joint Board in Article III by operation of Wage Order 16 and exemptions contained therein for employees covered by collective bargaining agreements shall remain subject only to Article III and not this Appendix A. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as "Contractual Disputes".

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code sections identified in Labor Code section 2699.5, as amended, the California Private Attorney General Act (Labor Code section 2698 et seq.), and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter "Statutory Dispute" or "Statutory Disputes") shall be subject to and must be processed by the employee pursuant to the procedures set forth in this

Appendix A as the sole and exclusive remedy. It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed in Section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Such claims shall be resolved exclusively through the procedures set forth in this Appendix A and shall not be brought in a court of law or before an administrative agency such as the California Labor Commissioner. This Agreement expressly waives the requirements of PAGA and authorizes the permanent panel arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Agreement which are deemed Contractual Disputes). This Appendix A shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers' Compensation.

B. Procedure for Arbitration of Disputes

No Statutory Dispute subject to this Appendix A shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in Article III or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Appendix A, the grievance shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article III shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes.

The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee's ability to pay. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, or if there is a written agreement providing for an award of costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees or costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Union shall not be a party to such, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation.

The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Agreement or other agreement(s) between the Union and the Association, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Agreement or other agreement(s) between the Union and the Association.

List of Employers Bound to this Agreement Through MCESC

*Mason Contractors' Exchange
of Southern California, Inc.*

1315 Storm Parkway, Torrance, CA 90501-5034 • PO Box 3905, Torrance, CA 90510-3905
(310) 257-9000

REF ID: A6286214

May 7, 2021

Mr. Lupe Aldaco
Bricklayers Local 4
2679 Sierra Way
La Verne, CA 91750

Re. CBA Contractor Representation

Dear Mr. Aldaco:

The Executive Council of Mason Contractors Exchange is the management bargaining unit in the Collective Bargaining process of Labor Negotiations with respect to the Southern California Local 4 bricklayers. As such, the following contractors are signatory to the Local 4 agreement subsequent to the collective bargaining process

[illegible]

Very truly yours,

MASON CONTRACTORS EXCHANGE OF SOUTHERN CALIFORNIA

John Chrysler, P.E.
Executive Director

