

A G R E E M E N T

THIS COLLECTIVE BARGAINING AGREEMENT

is entered into May 1, 2021

TO

April 30, 2026

by and between

THE UNION SIGNATORY CONTRACTORS

OF THE

MASONRY CONTRACTORS ASSOCIATION

of

SAN DIEGO AND IMPERIAL COUNTIES

hereinafter referred to as the MCA

on behalf of its members

and

BRICKLAYERS LOCAL UNION NO. 4

of CALIFORNIA

INTERNATIONAL UNION of

BRICKLAYERS AND ALLIED CRAFTWORKERS

For:

4-D. San Diego and Imperial Counties

hereinafter referred to as the Union

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TRUST FUNDS COVERED BY THIS AGREEMENT

4-D, SAN DIEGO AND IMPERIAL COUNTIES

SEND CONTRIBUTION FORMS TO

BeneSys Administrators
1050 Lakes Drive, Suite 120
West Covina, CA 91790
(626) 646-1090 x8604 - (925) 297-6659 (efax)
Barry.osharow@benesys.com
www.benesys.com

MISSION STATEMENT & CODE OF CONDUCT

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 Mason Contractors Association of San Diego and Imperial Counties (MCA) furnished to the Union by the MCA 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 MCA and the Union shall be binding upon said employer. The employer shall keep one signed copy of this Agreement, the MCA 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 MCA appearing on lists furnished by the MCA to the Union covered by this Agreement. The MCA 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 MCA 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 MCA 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.

The BAC Code of Conduct recognizes that our Union is composed of individuals who represent the best in the masonry-trowel trades industry, as well as in the labor movement. This Code represents a commitment by our Union, members, and signatory contractors to produce work of the highest quality, to be the most productive, to advance our Union's causes, and to promote the unionized **masonry-trowel trades industry**.

For BAC members, the Code is a commitment to look out for their fellow members and to work to the highest standard. It is an acknowledgment that as professional craftworkers they take pride in their work, and that doing less than their best work could jeopardize the work or safety of others on the job.

For BAC signatory contractors, the Code recognizes their responsibility to provide a work environment for craftworkers conducive to producing the highest quality work, productively, by delivering the proper materials and tools on schedule, and by ensuring a safe work environment. Equally as important is their recognition that these craftworkers – BAC members – deserve to be treated with the respect their skills merit.

For BAC officers and leaders, the Code represents an obligation to make sure promises on both sides are kept. This is done by providing members with the best training, by committing to

supplying signatory contractors with a quality workforce made up of individuals who understand the important role they play in making sure that projects are completed on time and within budget, by ensuring that members are treated with respect, provided safe working conditions, and paid wages and benefits commensurate with their productivity and the quality work they perform, and by setting the example in adhering to the Code of Conduct.

This Code is a recommitment on the part of our members, signatory contractors, and officers to producing quality work, to creating a dependable workforce, and to adding value to all projects in which they are involved. This commitment has distinguished the unionized masonry-trowel trades industry from the rest for more than 140 years and will continue to do so in the future. Each of the Code statements embodies specific actions toward that end.

- I will come to work on time prepared to give my employer a fair day's work for a fair wage, and to work to the highest standards.
- Be Union through and through – loyal to, and respectful of, my brothers and sisters in the grade and the labor movement.
- Work Better because I have received the finest, most comprehensive masonry-trowel trades training North America
- Willingly Accept responsibility for the quality of my work and behavior on the job. This Code is a re-commitment on the part of our members, signatory contractors, and officers to producing quality work,
- And always be Committed to growing the unionized masonry-trowel trades industry for current and future generation.

**Article I
AREA COVERED**

Section 1. This Agreement covers the territory and jurisdiction of local Union No. 4-D, San Diego and Imperial Counties, International Union of Bricklayers and Allied Craftworkers (I.U. of BAC).

**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 brickmasonry, stone and marble masonry, imitation marble masonry, blockmasonry 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, shape or weight, brick and interlocking paving, 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 brickmasonry, blockmasonry 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, cleaning with acid or other caustic products substituted for acid, and laser 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 I.U. of B.A.C.

Section 8. MARBLE MASONRY consists of the cutting and setting of all marble, cultured marble, slate, including slate blackboards, stone, albereen, 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. 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. Apprentice Mason Finisher may be supervised by a Journeyman Bricklayer to be in compliance with the Department of Apprenticeship Standards in the absence of a Journeyman Mason Finisher.

Section 10. 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 blocks and all artificial stone or marble, either interior or exterior, when set by the usual custom of the stonemason and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs, and arches and all materials substituted for the clay or natural stone products, all artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size, shall be the work of members of the BAC.

Section 11. AUTOMATED SYSTEMS: 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, install, cut, set, lay, level, range, plumb, align, anchor, fasten, secure, point, joint, grout, fill, grind, polish, seal, clean, repair, replace or restore masonry units, materials and surfaces, or that 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 our trade, with the exception of the Mason Finisher.

Section 11a. SPECIALIZED CATEGORIES. This shall include robotics and emerging technologies as well as the specialized skills identifiable within the major branches of the trade above.

Article III JOINT BOARD

Section 1. Except as otherwise provided herein it is agreed that there shall be no stoppage of work for any reason or cause until every effort for arbitration of such disputes has been exhausted.

Section 2. For the duration of this Agreement, the Union will not authorize any strike, slowdown, or stoppage of work; nor will the MCA engage in any lockout or work stoppage except as provided for in this Agreement.

Section 3. There is hereby established a Joint Arbitration Board which shall consist of three (3) members selected by the Union and three (3) members selected by the MCA. This Joint Board shall elect a Chairman and a Secretary. If the Chairman is a Union representative, the Secretary shall be an MCA representative, and vice versa. The Joint Board shall meet within twentyfour (24) hours to consider any matter

referred to it by either the Union or the MCA unless a further extension of time is mutually agreed upon and it shall keep meeting until a decision is reached. A Quorum of the Joint Board shall consist of at least two (2) members representing the Union and at least two (2) members representing the MCA. No action shall be taken by the Joint Board unless such action is approved by at least two (2) members representing the Union and two (2) members representing the MCA.

Section 4. The Joint Arbitration Board shall have authority to hear and determine all grievances and disputes arising under the interpretation of this Agreement. The Joint Board shall have the authority to levy damages, require the enforcement of all provisions of this Agreement, order the cessation of practices in conflict with this Agreement, assessment of cash bond deposits, provide hearings, and grant any other remedy necessary to effectuate the terms of the Agreement. **THE JOINT BOARD SHALL NOT HAVE THE AUTHORITY TO AMEND OR MODIFY THIS AGREEMENT.** Joint Board shall have the authority to require any employer to deposit more than the minimum initial deposit if such employer has had a past history of delinquencies or may complete the job and be out of the area before the contributions are due.

Section 5. The Union or the MCA may replace any of its respective members of the Joint Arbitration Board at any time by written notice to the other party and the members of the Joint Board.

Section 6. In the event that the Joint Board is deadlocked, or fails to act within three (3) days after submission of any grievance or dispute, and an extension of time is not mutually agreed upon, an impartial member shall be selected by mutual agreement, however, if no agreement is reached, such impartial member shall be selected under the provision set forth by the American Arbitration Association. The cost of such arbitration shall be borne by the Joint Arbitration Board. All decisions of the Joint Board or decisions of an impartial member, in the case of arbitration, shall be final and binding on the Union, the MCA, the employer, employee and all persons bound to or signatory to this Agreement, and the members of the Joint Board.

Section 7. Anyone accused of violation of this Agreement must be presented with a copy of the alleged violation at the time he is notified to appear before the Joint Arbitration Board to answer such charges. All members of the Joint Board shall also be presented with a copy of the alleged violations at the time notice is sent for the meeting. After the Joint Board has heard the testimony of the accused violator to appear before the Joint Board or answer the alleged violations in writing, the Joint Board shall make a determination of the dispute. If the Joint Board determines that the accused violator has violated this Agreement, the Joint Board may assess damages in accordance with the number of such previous violations and the seriousness of the violations. All assessed damages collected shall be deposited into the account of the Joint Arbitration Board.

Section 8. Any grievance or dispute involving the terms and conditions of this Agreement shall first be referred by the Union to the employer involved. In the event these parties are unable to adjust the matter, the Union may proceed with economic action against such employer provided such employer does not appear on the current lists of Members of the MCA covered by the MCA Blanket Guarantee. If such employer does appear on said current lists, the Union shall present such dispute to the Joint Board in accordance with this Article and no stoppage of work shall be permitted until such time as the determination of such dispute is made by the Joint Arbitration Board or impartial member in the event of arbitration.

Section 9. It shall not be a violation of this Agreement for the Union to refuse to man any job or withdraw its members from any job of any employer who has been found to be in violation of this Agreement by the Joint Arbitration Board if he/she fails to correct such violation.

Section 10. WORKING DUES. In order to more fairly apportion the burden of the expense of the operation of Local 4D between its members who are working and those who are not, Local 4D has adopted, pursuant to its Constitution and Bylaws, a Working Dues Checkoff Program based upon the number of hours actually worked by each of its members. It is the intent of the parties that this Working Dues Checkoff Program shall conform in all respects with the spirit and letter of the provisions of S302(c) of the Labor Management Relations Act of 1974, as amended. Upon an employee's voluntary written assignment, the employer shall deduct from the wages of such employee and pay to the "Bricklayers and Allied Craftsmen Local 11 Trust Funds" 1050 Lakes Drive, Suite 120, West Covina, CA 91790, by the fifteenth (15th) day of

each month, working dues in the amount equal to 1% of the hourly wage plus fringe package, for each hour of employment under such a collective bargaining agreement during the previous month hereafter called "IU working dues" and 2% of the hourly wage plus fringe package, for each hour of employment under such a collective bargaining agreement during the previous month hereafter called "Local No. 4 working dues". Deductions shall be made in conformity with Local, State and Federal legislation.

Each Employer who is a party to this Agreement hereby nominates and appoints the Bricklayers and Allied Craftsmen Local 11 Trust Funds as its agent to receive all written assignments for wage deductions for working dues from members of Local 4D, and to receive all revocations thereof. The Employer shall transmit the working dues deducted from wages, unless it has received notification from Local 4D to the contrary, and deposit such sums with the Bricklayers and Allied Craftsmen Local 11 Trust Fund and report the same in accordance with the payment and reporting requirements of such funds, for transmittal to Local 4D.

Local 4D shall indemnify and hold each Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of, any erroneous wage deductions for working dues from an employee unless Local 4D had, at the time of referral, notified the Employer in writing of the nonexistence of such wage assignment, or unless the Employer had theretofore been notified in writing by the Bricklayers and Allied Craftsmen Local 11 Trust Funds of either the lack of or lapse of such wage assignment.

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-CA. The union 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 contractor's 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.

Article V UNION RECOGNITION - STEWARDS

Section 1A. Each employer signatory to this Agreement, whether as a member of the MCA, 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 elected by the majority of the workers on the job or 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 the 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. The employer shall allow the foreman, or the first man on the job in case of a one or two man job, sufficient time to notify the Local Union of the starting of every new job or the restarting of any job.

Section 3. 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.

Section 4. Every steward must submit a Steward Card weekly to the Local Union hall in whose jurisdiction the job is located.

Section 5. The steward on the job shall examine the dues books or receipts for local dues at the beginning of each job and as any new mason starts work. If any member working on the job does not have a paid up dues book or receipts of local dues, the steward shall immediately notify the Local Union.

Section 6. In no event shall any signatory contractor be liable for enforcement of Article V, Sections 4 and 5.

Section 7. For any non-signatory contractor utilizing 'core workers' and operating under a Project Labor Agreement, Project Stabilization Agreement, Community Benefits Agreement, or similar; At the start of the project shall collect from their core worker, and render to BAC Local 4 the sum of ninety six (\$96) dollars for each core worker the contractor brings onto the job, as an administration or registration fee.

Article VI MCA 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 MCA 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 MCA shall furnish the

Union a complete list of all the regular members of the MCA covered by this Agreement. In addition, the MCA shall furnish to the Union covered by this Agreement an up-to-date list of additions or deletions of members of the MCA covered by this Agreement. The Union shall furnish to the MCA 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 MCA 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 MCA 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 MCA 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 MCA ten (10) days after the MCA has served written notice of its desire to cancel the provisions of this Section 4, to the Union.

Section 5. The MCA 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 MCA 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

Section 1. Eight (8) hours shall constitute a day's work between the hours of six (6:00) a.m. and four-thirty (4:30) p.m. Monday through Friday. 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.

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.

Alternatively, 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 10 hours per day during the alternative 4 day work week will be paid at the double time rate. Any work performed on the fifth day after working 4 – 10 hour shifts will be paid at the Saturday rate. Any work performed after the fifth work day 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 regulations.

(b) Saturdays, the first eight (8) hours worked on each shift shall be paid at one and one-half (1½) times the straight time hourly rate. All hours worked over eight (8) hours shall be paid at double (2 times) the straight time hourly rate.

(c) Sunday and Holidays, all hours worked on each shift shall be paid at double (2 times)

the straight time hourly rate.

Section 3. No overtime shall be worked except in the case of an emergency, including Saturday, Sunday or Holidays, and the contractor or his representative shall obtain permission from the responsible representative of the union.

Section 4. Permission to work shift work shall be obtained from the responsible representative of the Union.

(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.

HOLIDAYS

Section 5. The following days are recognized as legal holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day and Sundays. Any holiday falling on a Saturday, the previous Friday shall be considered as a holiday for which the overtime rate shall apply. Any holiday falling on a Sunday, the following Monday shall be considered as a holiday for which the overtime rate shall apply. Any holiday falling on a Tuesday, the previous Monday shall be considered as a holiday for which the overtime rate shall apply. Any holiday falling on a Thursday, the following Friday 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 6. The employer shall notify the responsible representative of the Union of starting single shift operations before seven (6:00) a.m. Such deviation of starting or quitting time shall not subject the employer to the overtime rates specified in this Agreement.

Section 7. Single shift on Freeways or new work where conditions prevent work during normal work hours will be worked as set forth in Section 4 (c). Any single shift worked during the hours normally called "swing" shift will work seven and one half (7½) hours for eight (8) hours pay. Any single shift worked during the hours normally called "graveyard" will work seven (7) hours for eight (8) hours pay.

Section 8. 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 worked as a make-up day on a voluntary basis at the straight-time rate. The Union should be notified in advance. Holidays will not be considered as hours lost.

Section 9. In the event that remote parking away from the jobsite is required, recognized as one

quarter (0.25) mile away or greater, walking time from the parking area to the jobsite will be split between the employer and the employee. The employee shall be responsible for arriving early enough to walk to the jobsite on his or her own time, in order to report to the foreman by the start of the work day. At the end of the work day, the employee will be given sufficient time while on the clock to return to the remote parking area. In the event that the employee is to be shuttled to and from the jobsite from the parking area, the employee will be considered to be on the clock both ways during his or her transportation time, per CA Supreme Court Decision 22 Cal. 4th 575.

**Article VIII
SHOW UP TIME**

Section 1. Any worker reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate, for so reporting, unless he has been notified before the end of the last preceding shift not to report or unless prevented from working for reasons beyond the control of the employer, including but not limited by such factors as inclement weather or breakdown of a major unit, causing discontinuance of the project during which time workmen are not required to remain on the project by the employer or his agent, or if the project is completed.

Section 2. Any worker that reports for work at the regular starting time 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, shall receive not less than a full day's pay thereof; and in case of shift work, paid a full shift after working half the shift, unless prevented from working for reasons beyond the control of the employer including but not limited by such factors as inclement weather or breakdown of a major unit, causing discontinuance of the project during which time workers are not required or requested to remain on the project by the employer or his agent, or if the project is completed.

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

**Article IX
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 MCA and Union of the I.U. of B.A.C. covering the jurisdiction of the Local Union where the Apprentice is employed.

Section 2. A qualified employer may employ one apprentice when at least one (1) journeyman is regularly employed, and one additional apprentice for each five (5) additional journeymen.

Section 3. Contractors will pay Health & Welfare, Local Pension, I.U. Pension, Industry Fund and Apprenticeship Fund.

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.

**Effective 5-1-2021 through Oct 31, 2021:
Apprentice wage rates (Periods 1 thru 7):**

1 st 6 months	40% of journeyman wage scale plus \$1.50
2 nd 6 months	45% of journeyman wage scale plus \$1.50
3 rd 6 months	55% of journeyman wage scale plus \$1.50
4 th 6 months	65% of journeyman wage scale plus \$1.50
5 th 6 months	75% of journeyman wage scale
6 th 6 months	85% of journeyman wage scale
7 th 6 months	95% of journeyman wage scale

Effective 11-1-2021:

Apprentice wage rates (Periods 1 thru 7):

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	70% of journeyman wage scale
5 th 6 months	75% of journeyman wage scale
6 th 6 months	85% of journeyman wage scale
7 th 6 months	95% of journeyman wage scale

Section 5. USE OF APPRENTICES IN THREE RELATED APPRENTICEABLE OCCUPATIONS:

Apprentices from all three apprenticeship programs register under the umbrella of the apprenticeship program sponsored by the Bricklayers and Allied Craftworkers Local No. 4 California Joint Apprenticeship Committee. Apprentices in one of these three related apprenticeable occupations may perform work in either of the other two, so long as the work that they are performing does not fall completely outside the Brick Mason Program's work processes. Furthermore, a journeyman from any of these three related crafts may supervise an apprentice indentured in any of the three programs. Ultimately, it is the responsibility of the apprentice 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 journeyman in his or her respective craft. - per written decision of Glen Foreman, Deputy Chief, D.A.S. 10-29-2015.

**ARTICLE X
CONTRIBUTIONS – TRUSTS**

Section 1. The employers signatory or bound by this Agreement hereby accept the terms and conditions of all Trust Agreements designated as receiving contributions under this Agreement and agrees to all amendments or modifications to said Trust Agreements mutually agreed upon between the Union and the MCA and listed as follows:

- (a) Trust Indenture executed on May 24, 1965, by the MCA and the Union, creating the Bricklayers Health & Welfare Employees Trust Fund. Effective October 1, 2013, Bricklayers Health & Welfare Employees Trust Fund merged into Santa Barbara Masonry Health & Welfare Trust Fund.
- (b) The Bricklayers and Allied Craftsmen Local Union No. 11 of California Pension Trust executed April 28, 1980, effective February 1, 1980.
- (c) The San Diego & Imperial Counties Local 11 Apprenticeship Trust Fund, executed on May 1, 1966. Merged with the Brick Masons Apprenticeship Training Trust on December 1, 2016, now known as the latter.
- (d) As of the date of execution of this Agreement, there are three sets of trust funds: Those listed above for Chapter 4D - San Diego and Imperial Counties, one for Chapters 4A, 4B, 4G and 4H (Kern, Inyo, Los Angeles, Mono, Orange, San Bernardino, Riverside, and Tulare Counties), and one for Chapters 4E and 4F (San Luis Obispo, Santa Barbara, and Ventura Counties). To the extent that any one of the foregoing Trust Funds merge during the term of this Agreement, the contributions shall be paid to the merged Trust 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 Declaration of Trusts 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 Trust. 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 Trusts of each of the Trust Funds enumerated in this Agreement such Trustees as are now serving, or who will serve, as Employer Trustees, together with their successors.

(e) The Joint Arbitration Board, Inc., incorporated on October 20, 1972.

(f) Working Dues July 24, 1980.

(g) Bricklayers and Trowel Trades International Pension Fund (IPF), established under an Agreement and Declaration of Trust, dated July 1, 1972.

Section 2. Each employer party to this Agreement whether covered by this Agreement through delegation of his bargaining right to the MCA or individually signatory to this Agreement appoints the MCA as his agent for the selection of all Trustees for all Trusts and for the execution of all necessary and proper trust documents to carry out the purposes of the Trusts hereinabove listed. That trustee must be a signatory Contractor.

Section 3. It is agreed that all employers shall pay all contributions due under this agreement for each month before the fifteenth (15th) day of the month following the month that the hours were worked. In the event any employer's contribution is short of the required contributions, it is agreed that the shortage will be applied to the Bricklayers Health and Welfare Trust. Therefore, the delinquency exists in the Bricklayers Health and Welfare Trust Fund. In the event that all contributions are not received by said Trust Funds and Joint Arbitration Board by the twenty-fifth (25th) day of the month, liquidated damages will be assessed against the total contribution due and owing in the amount of twenty percent (20%) or a minimum of ten (\$10.00) whichever is greater and shall be added to and become due and owing immediately for late payment.

Section 4. The MCA and the Union recognize and acknowledge that the regular and prompt payment of employer contributions and the furnishing of report forms is essential to the maintenance of the Trusts, and it would be extremely difficult, if not impractical, to fix the actual expense and damage to the Trusts which would result from failure of an employer to pay such months contributions and furnish report forms within the time provided. Therefore, the amount of damage resulting from such failure shall be presumed to be the sum stated in Section 3 of this Article which amount shall become due and payable by the delinquent employer as liquidated damages and not as a penalty.

Section 5. International Masonry Institute

- (1) The masonry industry in the United States and Canada has great and definable needs in the fields of apprenticeship and training, research and development, and labor/management relations which must be met if the industry is to grow and prosper. The parties to this agreement believe that the International Masonry Institute is the most effective and efficient instrument for meeting these needs because it offers the greatest possibility of integrating activities in these program areas in an effective manner and coordination them through a single regional/international system.

- (2) In order to properly finance IMI programs, the ultimate objective is to provide, through collective bargaining, contributions equal to three percent of the total hourly wage and benefits package.
- (3) With IMI funding at three percent of the total hourly wage and benefits package from this geographical area, IMI will be able to provide advertising and promotion, research and development, apprenticeship and training, and labor/management relations programs directed specifically to this area. With these principles in mind, the parties agree as follows:
- (4) Effective November 1, 2021, the contribution to the International Masonry Institute shall be 1% of total package for each hour or portion thereof, for which a covered employee receives pay.
 - (a) Effective November 1, 2022, the contribution to the International Masonry Institute shall be 1% of total package for each hour or portion thereof, for which a covered employee receives pay.
 - (b) Effective November 1, 2023, the contribution to the International Masonry Institute shall be 1% of total package for each hour or portion thereof, for which a covered employee receives pay.
 - (c) Effective November 1, 2024, the contribution to the International Masonry Institute shall be 1% of total package for each hour, or portion thereof, for which a covered employee receives pay.
 - (d) Effective November 1, 2025, the contribution to the International Masonry Institute shall be 1% of total package for each hour, or portion thereof, for which a covered employee receives pay.

The payments required above shall be made to the International Masonry Institute, which was 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 Apprenticeship Trust (established under an Agreement and Declaration of Trust, 6 November 1974)

Section 6. All employers shall contribute for each hour worked by all persons performing work covered under this Agreement as follows:

JOINT ARBITRATION BOARD
Through 4/30/2026\$.10

CASH BOND CONTRIBUTION
(Per Article XI, Sec. 6).....\$ 1.00

WORKING DUES (Deducted from wages)
1% of total package I.U. & 2% of total package Local #4

**Article XI
CASH BOND DEPOSIT**

Section 1. In order to secure payment of wages, employer contributions, liquidated damages or any other financial obligation of the employer under this Agreement, every employer agrees to deposit with the Joint Arbitration Board the minimum sum of two thousand dollars (2,000.00) in cash on the effective day of this agreement or on the date the employer becomes signatory to this Agreement. Each month thereafter each employer agrees to contribute, together with all other contributions required by this agreement, the applicable cents per hour for each hour worked by each employee covered by this Agreement until such time as the employer has three thousand dollars (3,000.00) on deposit with the Joint Arbitration Board. In the event the employer's total contribution exceeds one thousand five hundred dollars (1,500.00) in any one month for all contributions required by this Agreement, then, and in that event, the employer shall be required to continue the payment of the applicable cents per hour for cash bond contribution until such time as he has five thousand dollars (5,000.00) on deposit with the Joint Arbitration Board. When the full three thousand dollars (3,000.00)

or the full five thousand dollars (5,000.00) whichever is required has been deposited in full, no further contributions for cash bond shall be required by the employer. The full amount of cash bond, as required for each employer by this Agreement, shall at all times for the duration of this Agreement or any amended or modified agreement following this Agreement be maintained with the Joint Arbitration Board.

Section 2. The MCA shall deposit and maintain four thousand dollars (4,000.00) with the Joint Arbitration Board and guarantee for and on behalf of the Members of the MCA who appear on the current list of employers covered by the MCA Blanket Guarantee to a maximum of two thousand (2,000.00) or five thousand (5,000.00), whichever is applicable to the individual member of the MCA, all financial obligations of said employers under this agreement. Members of the MCA who elect to be covered under the MCA Blanket Guarantee and appear on the current list supplied by the MCA to the Joint Arbitration Board shall not be liable for the individual cash bond as required by Section 1 of this Article. All members of the MCA who do not appear on this current list shall be required to comply with the terms and conditions in Section 1 of this Article. It is agreed that the MCA will not be liable for financial obligations of Members of the MCA occurring prior to the date said employer is added to the current list or for financial obligations occurring after the Joint Arbitration Board is notified that said employer is deleted from said list. It is agreed that the Joint Arbitration Board must refund, as requested by a Member of the MCA upon written request, any cash bond deposit paid under the provisions of Section 1 of this Article, if said employer becomes covered under the MCA's Blanket Guarantee and no delinquency exists.

Section 3. Joint Arbitration Board shall hold all cash bond deposits for assessment of delinquent contributions, wages, liquidated damages or other financial obligations of the employer which the employer fails to or refuses to pay, shall receive and determine and resolve all claims against any signatory employer alleged to have failed to pay wages, contributions or liquidated damages. The Joint Arbitration Board shall have the power to levy upon, assess and use all or a portion of the cash bond deposit of any employer who fails to pay any of his financial obligations under this agreement. No such levy or assessment of the cash bond deposit of the employer or claim against the MCA for employers covered under the MCA Blanket Guarantee shall be made by the Joint Arbitration Board until at least ten (10) days written notice of the proposed levy or assessment is given by the Joint Arbitration Board to the delinquent employer, and said employer is afforded an opportunity to appear before the Joint Arbitration Board to present evidence and witnesses on his behalf. If the employer fails or refuses to attend the hearing provided before the Joint Arbitration Board, said Joint Board shall have the right to decide the matter and levy against said employer's cash bond deposit or MCA Blanket Guarantee upon the evidence presented to the Joint Board by the complaining party. All actions of the Joint Arbitration Board must be approved by a majority of the MCA members of the Board and a majority of the Union members of the Board present at such meeting of the Joint Arbitration Board.

Section 4. The Joint Arbitration Board shall maintain a list of active and inactive employers bound to or signatory to this Agreement. Active employers shall be required to fill out, sign and file a monthly contribution report form each and every month regardless if said employer has any employees working for that particular month and if any employer fails to file the monthly report form, shall be liable for liquidated damages in the amount of twenty dollars (\$20.00) for each month said employer fails to file the monthly report form by the due date. Inactive employers shall not be required to file the monthly report form for the month they did not have employees. **NO EMPLOYER SHALL BE CONSIDERED INACTIVE UNTIL SUCH TIME AS THEY ARE NO LONGER MAINTAINED ON THE MONTHLY MAILING LIST FOR RECEIVING CONTRIBUTION REPORT FORM, EMPLOYERS MAY APPLY TO THE JOINT ARBITRATION BOARD FOR INACTIVE STATUS BUT SHALL NOT BECOME INACTIVE UNTIL SUCH TIME AS THE JOINT ARBITRATION BOARD ACCEPTS THEIR INACTIVATION AND DELETES THEIR NAME FROM THE MAILING LIST FOR RECEIVING MONTHLY CONTRIBUTION REPORT FORMS. THIS PARAGRAPH SHALL NOT APPLY TO CONTRACTORS WORKING UNDER A PLA, PSA, OR ANY JOB SPECIFIC AGREEMENT, PROVIDED THEY PROVIDE WRITTEN NOTIFICATION TO THE TRUST OF COMPLETION OF THE PROJECT.**

Section 5. The Joint Arbitration Board 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 owing and legal rate of interest, the employer agrees to pay all costs of such suit or suits, together with reasonable attorney's fees. The Joint Arbitration Board shall have the authority to require any employer, employee, the MCA or Union covered by this Agreement to submit to it any information, data, reports or documents reasonable relevant to and suitable for the purpose of determining amounts that may be owed by an employer. The employer, employee, MCA and Union agree that they will use their best efforts to secure compliance with any reasonable request of the Joint Arbitration Board for any information, data, reports, or documents. Upon request by the Joint Board each employer signatory hereto shall permit an accountant selected by the Joint Board to enter upon the premises of such employer at a reasonable time or times and to examine the payroll records, Federal and State Quarterly Contribution Report Forms. Upon request by the Joint Board, each employee covered by this agreement shall permit an accountant selected by the Joint Board, to examine the Federal and State Income Tax Return and W2's to determine whether the employer or employers of such employee has made full and complete payment of all contributions required by this agreement. In the event it is determined as a result of such examination that an employer has defaulted in making full and complete payments of contributions required by this agreement, then said employer, in addition to immediately paying all amounts found due and owing shall forthwith pay all costs incurred for said examination in addition to any payments required by this Agreement. It is agreed that the employer shall not be liable for audit charges exceeding twenty-five (25%) of the total amount found due and owing providing such delinquency is less than one hundred dollars (\$100.00) found due and owing.

Section 6. In the event the cash bond deposit of any employer is assessed, said employer is delinquent and in violation of this Agreement until such time as the employer replaces the amount assessed. The Union shall not permit employees to continue in the employ of any employer who is delinquent in cash bond contributions or has failed to replace any amounts assessed against said employer's cash bond deposit.

Section 7. Any interest or other increment earned by the cash bond deposits shall be used by the Joint Arbitration Board to defray the administration costs of the Joint Board and legal fees connected with the collection of delinquent contributions required by this agreement. In no event shall any employer be entitled to receive any of the interest or increment earned by the cash bond deposit held by the Joint Board. In order to cover administration costs and other costs connected with the administration of the Joint Board, the Joint Board may retain up to ten percent (10%) of all contributions for cash bond deposits if necessary. In the event the interest income is not required for administration of the Joint Board, all or part of this excess shall be paid annually to the Bricklayers Joint Apprenticeship Trust Fund.

Article XII 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.

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 or by check, 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 work day until paid.

Section 5. On a regular pay day when workers are not working on the job, pay shall be available on the jobsite by noon.

Section 6. 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 MCA members ten (10) days after the MCA has served written notice of its desire to cancel the provisions of this Section, to the Union.

Section 7. FOREMAN'S WAGE; 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 12"**.

Foreman's Pay – San Diego & Imperial Counties – Journeyman Wages plus \$2.00

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 work day 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 work day.

Section 9. All wages shall be paid on a designated weekly pay day and in no event shall the employer withhold more than five (5) working days of pay. If the designated pay day falls on a holiday, the employees will be paid on the workday prior to the holiday. In that event it is understood that the cutoff day for the payroll period may be earlier than the regular cutoff day to allow the employer adequate time to process payroll checks.

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.

Section 11. 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 12. Any employee giving notice of quitting, shall have his check postmarked no later than the seventy two (72) hours after notice of quitting.

Section 13. 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 14. Fringe contribution will be required at the straight time rate for all hours worked.

Section 15. 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 16. 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 XIII WORKING RULES

Section 1. The employer shall provide sanitary ice drinking water, sanitary drinking container and individual drinking cups 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, 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. Grout buckets shall not exceed twelve (12) quarts or thirty-two (32) pounds by weight.

Section 7. On jobs where ten (10) or more workers covered by this agreement are employed, the employer shall furnish a suitable, safe and secure place for the tools and clothing of the workers. All tools placed in the tool box or tool shed supplied by the employer shall be the responsibility of the employer for loss of same between the hours of quitting time and starting time on work days and over weekends and holidays, not to exceed \$150.00 per worker.

Section 8. The employer, foreman, steward and workers shall acquaint themselves with the State Safety Regulations and Building Codes.

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. Vertical scaffold shall be tied to the wall every other Section excepting where only three Sections are used.

Section 11. Should workers be required to work in a place exposed to falling objects, a suitable protective overhead covering shall be provided. Said covering shall be minimum 5/8" plywood. When workers are working on the walls of, or in, elevator shaftways, hatchways, or stairwells, there shall be a protection not more than one story below them at any time.

Section 12. Use of Power Saws and Grinders

In order to protect the health and safety of employees against the ill-effects of silicosis and other respiratory diseases, the dry cutting of masonry units by means of handheld gas powered or electrical, portable "chop saws" and "Skil saws", and the dry grinding of masonry materials shall be prohibited on all masonry projects. Employees engaged in wet cutting masonry products will be furnished elbow length gloves, an apron and goggles. No employee shall operate a wet saw unless provided with a wooden platform on which to stand and the saw is properly grounded.

The only exception to this provision will be when the Union and the employer determine that the use of water is not feasible. When such tasks are identified, the employer must ensure that engineering and work practice controls are in place to control the dust; such as a vacuum with a high efficiency particulate air (HEPA) filter or another dust control system.

Respirators should only be used primary source of protection if other engineering and work practice controls are not feasible. When respirators are used, in accordance with OSHA regulations, employers must provide workers with full-face respirators as part of a complete respiratory protection program that includes the proper selection of respiratory cartridges, and training and fit-testing to ensure that the worker is able to wear a respirator.

Additionally, in the event the Union and the employer determine that dry cutting or grinding is necessary, the contractor agrees to perform periodic air monitoring to ensure that silica exposure levels do not exceed the OSHA permissible limits.

Section 13. Where workers are required to pick up a time card or punch a time card for the convenience of the employer's time keeping, he shall not be required to pick up his time card or punch his time card on his own time. He shall be allowed sufficient time to reach the point of checkout on the employer's time and shall not be required to check in before starting time.

Section 14. Workers shall be compensated for any time required to complete a physical examination required by the employer.

Section 15. 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 16. The employer shall furnish mortar board stands that are approximately twenty-two (22) inches high.

Section 17. The employer shall supply leaning type ladders to all scaffolds built five (5) feet or more in height and ladders shall extend at least three (3) feet above the scaffold or platform.

Section 18. All foremen shall be members of B.A.C.

Section 19. A superintendent, foreman or assistant foreman shall not be allowed to work on more than one shift in any twenty-four (24) hour period.

Section 20. Foreman shall refer any newly employed workers to the steward on the job for Union clearance.

Section 21. Employers and their supervisors, for the purpose of spreading employment, shall, on all jobs covered by this Agreement, employ at least 50% of the workers who are workers from the jurisdiction of this agreement who have at least six (6) months residence.

Section 22. Workers on a fire brick job necessitating change of clothing due to the dirty nature of the work shall be allowed fifteen (15) minutes to change clothing and clean tools, but, the employee shall remain on the job until the regular quitting time.

Section 23. Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers shall be provided, used, and maintained in a sanitary and reliable condition whenever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants in the function of any part of the body through absorption, inhalation, or physical contact. The employer shall maintain this and any other required PPE for the employee in accordance with OSHA regulations 1926.95 and 1926.100

Section 24. 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 25. Any employer or member of any employer firm who works with the tools shall become a member of B.A.C. pursuant to Article V, Section 3 of this Agreement.

Section 26. No more than one member of any firm, partnership or corporation shall be permitted to work in more than one capacity, on any one particular job.

Section 27. No masonry materials shall be stacked more than five (5) feet above the working platform of the workers.

Section 28. No worker shall be required to thread block over steel more than four (4) feet above the working platform.

Section 29. Where feasible, dust shall be kept at a minimum on jobs by watering down dusty areas.

Section 30. 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. The first break of an eight (8) hour shift must be taken after work has started and before four (4) full hours of work. The second break of an eight (8) hour shift must be taken after the fourth (4th) hour of the working day and before completion of the working day. The second break shall not be taken at the end of the work day. The second break may be taken at the end of the lunch period. All workers must take this break.

Section 31. 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 32. It is agreed no worker shall be discriminated against in any manner, nor shall there be any discrimination against any worker because of age, sex, race, creed, color, religion or place of origin. 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.

Section 33. 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 34. Jump planks shall be used only in emergencies and are not to be over sixteen (16) inches in height and a minimum of twenty (20) inches in width.

Section 35. 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 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 shift shall be allowed for testing. The cost of any job specific background checks, security checks, or clearances such as "Live Scan" required as a condition of employment, or gates passes shall be borne by contractor.

Section 36. Both parties agree that no contracting of labor by the worker shall be allowed.

Section 37. It shall be the responsibility of the foreman to notify the Union within twenty-four (24) hours of each new job start of the name and locations of said job, the date of the commencement of the Masonry work, and the name and address of the employer and the number of employees covered by this agreement employed on the job. Failure to so notify the Union shall constitute a Union Violation.

Section 38. In case of conflict on any safety violations, OSHA standards shall prevail.

**Article XIV
MASON FINISHER**

It is hereby understood and agreed by and between the Bricklayers and Allied Craftworkers, Local #4, and MCA, 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; generally accepted as any tools used for the laying of material or its immediate cleanup and tooling.

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

Mason Finisher Apprentice Wage scale shall be:

1 st Period	50% of Mason Finisher Journeyman Wage
2 nd Period	60% of Mason Finisher Journeyman Wage
3 rd Period	70% of Mason Finisher Journeyman Wage
4 th Period	80% of Mason Finisher Journeyman Wage

**Article XV
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 XVI
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 refer 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 and if requested by the employer, evidence of successful completion of Cardio Pulmonary Resuscitation (CPR) certification. 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 showup time.

Where Scaffold User Safety Certification is required, the Union agrees to offer training classes, upon request.

- a) The Union will be notified at least 72 hours in advance of training class.

b) The Union will not be required to conduct a training class for less than ten (10) members.

Section 3, The Union will implement a database of union member certifications. Certification categories will include Scaffold Users, Cardio Pulmonary Resuscitation, RSO, Welding, Gunite, OSHA 10 Hour and any other category that may be appropriate.

The Union shall at no cost to the employer, offer Scaffold User Certification Training. The Union will partner with the employers in an effort to ensure that all BAC Local No. 4 members be certified in Scaffold User Training.. In order to achieve this goal, it is incumbent upon both Labor and Management to emphasize to the BAC Local No. 4 membership the importance of completing the required training to remain employable. All initial and periodic training and documentation of the training shall meet or exceed Cal-OSHA regulations. All training and certification documentation shall be provided to an employer upon request. The Employer shall cooperate and assist the Union in preparing and maintaining the database noted in the previous paragraph.

The goal is for all B.A.C. members to be certified with completion of the Scaffold Users training and any other certification required by the governing agencies.

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

Section 5. 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, is lower by no more than ten percent (10%) than the Bricklayers Agreement hourly wage rate (excluding fringe benefits) the published hourly wage rate, at the time of bid shall apply to the job or project for the duration of the job or project but in no event to exceed an eighteen (18) month period.

In the event the job or project extends beyond eighteen (18) months, the wage rates, shall be increased thereafter to maintain the ten percent (10%) differential under the then current Bricklayers Agreement.

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

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 XVII
SICK LEAVE**

For the parties signatory to this Agreement, we hereto agree to the fullest extent permitted, this Agreement shall operate to waive any and all provisions of the Healthy Workplace 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 XVIII TERM OF THIS AGREEMENT

Section 1. The life of this Agreement is from May 1, 2021 through April 30, 2026, with the following stipulations:

(a) It is mutually agreed by and between the MCA and the Union that they will meet in March, 2026, in joint session for the purpose of negotiating and formulating a new Agreement and shall continue to meet until an agreement is reached to the satisfaction of both parties.

(b) It is mutually agreed by and between the MCA and the Union that they shall accept as a party to this Agreement any other Local Union of the I.U. of B.A.C. at any time during the term of this Agreement and in such event this Agreement shall be amended to include the jurisdiction of such other Local Union of the I.U. of B.A.C.

(c) The term of this Agreement shall commence on May 1, 2021 and continue until the 30th day of April, 2026 and for additional periods of one (1) year thereafter, unless not more than ninety (90) days nor less than sixty (60) days prior to April 30, 2026, or any subsequent yearly period, either party shall give written notice by registered mail of its desire to modify, amend or negotiate changes.

Article XXIV AMENDMENTS TO AGREEMENT

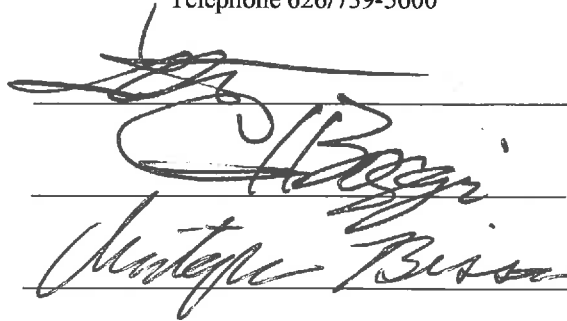
Section 1, It is mutually agreed that any amendments to this Agreement by the MCA and the Union shall be binding on the MCA and the Union and all parties signatory to this Agreement, and any other employer bound to this Agreement and anyone hiring workers covered by this Agreement.

Section 2. It is further agreed by and between the MCA 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 MCA and the Union, any other employer bound to this Agreement and anyone hiring workers covered by this Agreement and anyone hiring workers covered by this Agreement, and the MCA and the Union agree to immediately negotiate as to any item 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, I.U. of B.A.C. for 4-D, San Diego and Imperial Counties.


2679 Sierra Way
Suite A
La Verne, CA 91750
Telephone 626/739-5600




Monte Bisson

THE MASONRY CONTRACTOR ASSOCIATION OF SAN DIEGO AND IMPERIAL COUNTIES

3451 Pickwick St,
San Diego, CA 92121
Telephone (619) 232-0323



Ardell V. Ross
 05-11-2021

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 4-D, San Diego and Imperial Counties (Union) and Masonry Contractors Association of San Diego and Imperial Counties (MCA), as well as by all amendments, extensions, and new Agreements between the Union and MCA, 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' Name(s): _____

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 Number _____

Signature of Local Union Representative

INDIVIDUAL EMPLOYER AGREEMENT

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Address: _____

City: _____ Zip: _____

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License No.: _____

Classification: _____

_____ Signature
of Owner, Partner, Officer or Representative

**REPRESENTATIVE OF THE BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL NUMBER 4**

Cash Deposit of \$ _____

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Address: _____

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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 Number _____

Signature of Local Union Representative

ATTACHMENT 1 – WAGE AND FRINGE BENEFIT SCALES

TABLE 1 – JOURNEYMAN BRICKLAYER WAGE RATE

	San Diego County	Imperial County
5/1/2021 - 10/31/2021	\$40.94	\$50.84
11/1/2021 - 10/31/2022	+ 2.00*	+ 2.00*
11/1/2022 - 10/31/2023	+ 2.00*	+ 2.00*
11/1/2023 - 10/31/2024	+ 2.10*	+ 2.10*
11/1/2024 - 10/31/2025	+ 2.20*	+ 2.20*
11/1/2025 - 10/31/2026	+ 2.20*	+ 2.20*

*Increase subject to partial or full reallocation to Trust Contributions.

TABLE 2 – JOURNEYMAN FRINGE BENEFIT CONTRIBUTIONS
5/1/2021 – 10/31/2021

	San Diego County	Imperial County
Health & Welfare	\$9.25	\$9.25
Local Pension	\$6.00	\$6.00
I.U. Pension	\$2.46	\$2.46
Industry Fund	\$.10	\$.10
IMI Training Fund	\$.60	\$.70
Apprenticeship Fund	\$.40	\$.40
TOTAL PACKAGE	\$59.75	\$69.75

*Contract Compliance, Local Dues and I.U. Working dues are deducted from taxable wages

*Contract Compliance	\$.31	\$.38
*Local Dues	\$ 1.22	\$ 1.42
*I.U. Working Dues	\$.60	\$.70

**TABLE 3A – JOURNEYMAN OVERTIME WAGE SCALE (AT TIME AND ONE-HALF)
05/1/2021 thru 10/31/2021 -- EXAMPLE**

	San Diego County	Imperial County
Wage Rate	\$61.41	\$76.26
Health & Welfare	\$9.25	\$9.25
Local Pension	\$6.00	\$6.00
I.U. Pension	\$2.46	\$2.46
Industry Fund	\$.10	\$.10
IMI Training Fund	\$.60	\$.70
Apprenticeship Fund	\$.40	\$.40
TOTAL PACKAGE	\$80.22	\$95.17

*Contract Compliance, Local Dues and I.U. Working Dues are deducted from taxable wages

*Contract Compliance	\$.31	\$.38
*Local Dues	\$ 1.22	\$1.42
*I.U. Working Dues	\$.60	\$.70

TABLE 3B – JOURNEYMAN OVERTIME WAGE SCALE (AT DOUBLE TIME) 5-01-2017 – 10/31/2017 -- EXAMPLE

	San Diego County	Imperial County
Wage Rate	\$81.88	\$101.68
Health & Welfare	\$9.25	\$9.25
Local Pension	\$6.00	\$6.00
I.U. Pension	\$2.46	\$2.46
Industry Fund	\$.10	\$.10
IMI Training Fund	\$.60	\$.70
Apprenticeship Fund	\$.40	\$.40
TOTAL PACKAGE	\$100.69	\$120.59

*Contract Compliance, Local Dues and I.U. Working Dues are deducted from taxable wages

*Contract Compliance	\$.31	\$.38
*Local Dues	\$1.22	\$1.42
*I.U. Working Dues	\$.60	\$.70

TABLE 4 – APPRENTICE WAGE SCALE –05/1/2021 – 10/31/2021

	San Diego County	Imperial County
1 st Period (40% + \$1.50)	\$17.88	\$21.84
2 nd Period (45% + \$1.50)	\$19.92	\$24.38
3 rd Period (55% + \$1.50)	\$24.02	\$29.46
4 th Period (65% + \$1.50)	\$28.11	\$34.55
5 th Period (75%)	\$30.71	\$38.13
6 th Period (85%)	\$34.80	\$43.21
7 th Period (95%)	\$38.89	\$48.30

TABLE 5 - APPRENTICE LOCAL SUPPLEMENTAL WORKING DUES –

	San Diego County	Imperial County
1 st Period (40%)	\$.92	\$ 1.05
2 nd Period (45%)	\$.92	\$ 1.05
3 rd Period (55%)	\$.92	\$ 1.05
4 th Period (65%)	\$.92	\$ 1.05
5 th Period (75%)	\$.92	\$ 1.05
6 th Period (85%)	\$.92	\$ 1.05
7 th Period (95%)	\$.92	\$ 1.05

TABLE 6 – APPRENTICE I.U. SUPPLEMENTAL WORKING DUES (For All Apprentices except Mason Finisher) - 5-01-2021 – 10/31/2021

	San Diego County	Imperial County
All Apprentices	\$.45	\$.52

TABLE 7 – APPRENTICE FRINGE BENEFITS - 05/1/2021 – 10/31/2021

	San Diego County	Imperial County
Health & Welfare	\$9.25	\$9.25
Local Pension (1 st thru 4 th)	\$4.00	\$4.00
Local Pension (5 th thru 7 th)	\$5.50	\$5.50
I.U. Pension	\$2.46	\$2.46
Industry Fund	\$.10	\$.10
Apprenticeship Fund	\$.40	\$.40

TABLE 8 – MASON FINISHER APPRENTICE WAGE AND FRINGE BENEFIT SCALE – 05/1/2021 – 10/31/2021– SAN DIEGO COUNTY

APPRENTICE	1st Period	2nd Period	3rd Period	4th Period
Wage Rate	\$15.67	\$18.80	\$21.94	\$25.07
Health & Welfare	\$ 9.25	\$ 9.25	\$ 9.25	\$ 9.25
I.U. Pension	\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46
IMI Training Fund	\$.28	\$.31	\$.34	\$.37
TOTAL PACKAGE	\$27.66	\$30.82	\$33.99	\$37.15

*Local Dues and I.U. Working Dues are deducted from taxable wages

Local Dues	\$.67	\$.67	\$.67	\$.67
I.U. Dues	\$.32	\$.32	\$.32	\$.32

TABLE 9 – MASON FINISHER APPRENTICE WAGE AND FRINGE BENEFIT SCALE – 05/1/2021 – 10/31/2021 – IMPERIAL COUNTIES

APPRENTICE	1st Period	2nd Period	3rd Period	4th Period
Wage Rate	\$19.46	\$23.35	\$27.24	\$31.14
Health & Welfare	\$ 9.25	\$ 9.25	\$ 9.25	\$ 9.25
I.U. Pension	\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46
IMI Training Fund	\$.31	\$.35	\$.39	\$.43
TOTAL PACKAGE	\$31.48	\$35.41	\$39.34	\$43.28

*Local Dues and I.U. Working Dues are deducted from taxable wages

Local Dues	\$.77	\$.77	\$.77	\$.77
I.U. Dues	\$.37	\$.37	\$.37	\$.37

TABLE 10 – JOURNEYMAN MASON FINISHER WAGE AND FRINGE BENEFIT SCALE – SAN DIEGO COUNTY- 05/1/2021 – 10/31/2021

JOURNEYMAN	SAN DIEGO COUNTY
Wage Rate	\$31.34
Health & Welfare	\$ 9.25
Local Pension	\$ 6.00
I.U. Pension	\$ 2.46
Industry Fund	\$.10
IMI Training Fund	\$.50
Apprenticeship Fund	\$.40
TOTAL PACKAGE	\$ 50.05

*Local Dues, I.U. Working Dues and Contract Compliance are deducted from taxable wages

Local Dues	\$ 1.02
I.U. Dues	\$.50
Contract Compliance	\$.24

TABLE 11 – JOURNEYMAN MASON FINISHER WAGE AND FRINGE BENEFIT SCALE – IMPERIAL COUNTY - 05/1/2021 – 10/31/2021

JOURNEYMAN	IMPERIAL COUNTY
Wage Rate	\$38.92
Health & Welfare	\$ 9.25
Local Pension	\$ 6.00
I.U. Pension	\$ 2.46
Industry Fund	\$.10
IMI Training Fund	\$.58
Apprenticeship Fund	\$.40
TOTAL PACKAGE	\$57.71

*Local Dues, I.U. Working Dues and Contract Compliance are deducted from taxable wages

Local Dues	\$ 1.17
I.U. Dues	\$.58
Contract Compliance	\$.29

TABLE 12 – BRICKLAYERS FOREMAN PREMIUM SCALE FOR SAN DIEGO AND IMPERIAL COUNTIES

Wage plus \$2.00
