STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
*P.O. Box 420603*
*San Francisco CA 94142-0603*

# SCOPE OF WORK PROVISIONS

# FOR

# BRICK TENDER

# IN

# SANTA CLARA COUNTY

RECEIVED
Department of Industrial Relations

SEP 8 2005

Div. of Labor Statistics & Research
Chief's Office

# NORTHERN CALIFORNIA
# MASON TENDERS
# COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2005 through JUNE 30, 2008

BY AND BETWEEN

NORTHERN CALIFORNIA MASON CONTRACTORS
MULTI-EMPLOYER BARGAINING ASSOCIATION
2882 Grove Way, Castro Valley, California 94346
Phone: (510) 581-2776 | Fax: (510) 581-0266

AND

NORTHERN CALIFORNIA
DISTRICT COUNCIL OF LABORERS
affiliated with the
Laborers' International Union of North America
4780 Chabot Drive, Suite 200, Pleasanton, California 94588
Phone (925) 469-6800 | Fax: (925) 469-6900

corporations who designate the NCMCMBA as their bargaining representative or become signatory hereto with to the masonry industry in the territory subject to this Agreement.

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

1. Handling and conveying all materials whether by hand, wheelbarrow, hand truck, or operation of any type of mechanical equipment such as mixers, pumps, fork lifts, tusky-type automatic or semi-automatic hoists, etc. necessary to handle all materials used on the project, upon arrival at the job site or near the job site. All mechanical equipment replacing in whole or in part the work of the mason tenders shall be cleaned and operated by the mason tenders

2. Mixing, preparing and tempering mortar and grout and mixing and preparing any other material that may be used as a substitute for mortar or grout, by hand or by hand or machine, except ready mix grout or mortar delivered to job site.

3. The building and handling of any and all trestles and scaffolding and planking and dismantling of all trestles and scaffolding inside and outside the structure regardless of the height of the scaffolding.

4. The cleaning of the site where masonry work is performed by the bricklayer and blocklayers of all debris caused by work of the same inside and outside the structure, and the depositing of the same in the place designated by the bricklayer or blocklayer foreman.

5. The application of all temporary protective coverings which the employer is required to provide.

6. Such jurisdiction as may be awarded to the mason tenders by the Laborers' International Union of North America, AFL-CIO.

7. The tearing out of all furnace kilns & stills to be rebuilt by the bricklayer.

8. The setting of castings on streets, highways and sidewalks.

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

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

## ARTICLE II - UNION SECURITY

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

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

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