

REFRACTORY AGREEMENT

**July 1, 2007 through June 30, 2013
by and between**

**SIGNATORY REFRACTORY
CONTRACTORS**

AND

**BRICKLAYERS AND ALLIED
CRAFTWORKERS
LOCAL UNION # 3, CA**

**8400 ENTERPRISE WAY, ROOM #103
OAKLAND, CA 94621**

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" A G R E E M E N T "

THIS AGREEMENT is made and entered into this 1st day of July 2007, by and between Signatory Refractory Contractors (hereinafter called "Employer") and BRICKLAYERS' LOCAL UNION #3, Oakland, International Union of Bricklayers and Allied Craftworkers, AFL-CIO, (hereinafter called "Union").

" W I T N E S S E T H "

WHEREAS, it is the desire of the parties hereto to formulate an agreement which will help prevent strikes or lockouts, insure peaceful adjustment and settlement of all grievances, disputes and differences which may arise between said parties, prevent stoppage of work and tend to stabilize and strengthen the refractory industry.

Labor-Management-Cooperative Committee

The parties agree to establish a committee composed of equal number of representatives of labor and employers who shall meet periodically to consider methods of carrying out its purposes which shall include but not be limited to the following:

- A. To improve overall communications and disseminate pertinent information between the parties: and
- B. To coordinate legislative activities and communications with state, federal and municipal governmental agencies, elected officials and other organizations for the good and welfare of the Refractory masonry industry and
- C. To seek ways of dealing with problems of mutual concern which are detrimental to the advancement and economic development of the Refractory masonry industry; and
- D. To do what is lawfully possible to promote union Refractory masonry construction, recognizing the mutual threat of unfair competition; and
- E. To assist employers and the union achieve job site safety; and
- F. To explore joint approaches to achieving organizational effectiveness.

Labor and management will make a good faith effort to meet as needed "The above agreement does not relieve Union of obligation to enforce Union agreement."

ARTICLE I RECOGNITION AND AREA JURISDICTION

Section 1. The Employer understands the Union represents the majority of its employees and recognizes the Union as the exclusive bargaining representative of all employees wherever and whenever employed by Employer during term of this Agreement as Bricklayers, Bricklayer Apprentices, Bricklayer Improvers and any other classification of employees employed to do work within the work jurisdiction of Local #3 as determined by the International Union of Bricklayers and

Allied Craftsmen, AFL-CIO concerning work jurisdiction. Persons employed by the Employer shall be hereinafter referred to as "Employee" or "Employees" when performing work as referred to above. This Agreement is a first assignment of the work, as set forth above.

- A. Each employer expressly acknowledges that they, and each of them, have satisfied themselves that the Union represents a majority of the employees employed to perform bargaining unit work and agrees that the Union is the collective bargaining representative of such employees. The Employer agrees that it is establishing, or has previously established, a collective bargaining relationship by this agreement within the meaning of section 9 of the National Labor Relations Act of 1947 as amended.

Section 2. This Agreement shall apply to all refractory jobs including non-building trades new construction jobs in Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba Counties of California. The wage scale for "new" work, including new work performed under a Building Trades Council Agreement, and jobs in the "Glass Industry" will be paid in accordance with the current "Multi-Employer Contract."

Section 3. If conditions warrant, the Employer, on a job to job basis and with written consent of the Union, can deviate from agreed hours, wages, etc. provided for in this Agreement.

Section 4. Whenever an employee covered by this Agreement works outside the jurisdiction of this Agreement, he shall be paid the higher base scale of wages, excluding vacation and dues check off, with the exception of Brickmason Apprentices and/or Improvers. Vacation and dues check off will be paid in accordance with the local jurisdiction where the work is being completed. Apprentices and/or Improvers will be paid the rate under this agreement in all jurisdictions with the approval of the local business manager.

Section 5. The refractory maintenance trade jurisdiction of this agreement shall include but not be limited to:

All washing down and pointing of all refractory work shall be performed by Brickmasons. All grinding and cutting out of all such work, pourable castables, ramming plastic, laying brick, welding and gunite work on refractories shall be performed by employees covered by this work.

Refractory and fireproofing materials for furnaces, heaters, boilers, stacks, ducts, and structures including but not limited to beams, columns, and vessel skirts. Welding and installation of all precast panels, masonry panels or other materials replacing masonry panels and all reinforcing and anchoring systems shall be done by members of the international union of Bricklayer and Allied Craftworkers.

All dipping, setting, buttering, bedding, hanging, pointing, grouting, caulking, cutting, tothing, fitting, plumbing, aligning, laying, flagging, leveling, installing of gaskets and expansion joint materials, grinding, vibrating, tamping, guniting, pounding, insulating, and spraying of all refractory materials by all means including bolting and welding, ceramic welding, removal of

existing refractory materials and anchoring systems, cleaning of masonry materials to be installed, final sandblasting of surfaces to receive refractory materials, installation of chemical coatings, fire-proofing, and membrane materials by any method required, surface spraying of all refractory materials, and cleaning of coke oven walls, chambers and flues. Temporary bracing in coke ovens repairs shall be done by employees represented by BAC.

If it is determined that any non-member of any BAC Local is found to have performed work covered under this agreement, an equal amount of wages and benefit hours will be paid to members registered as out of work at the time of said infraction, and to be assessed at a one (1) to one (1) worker ratio. If another union is assigned and claims the work and it turns into a jurisdictional dispute, then this section does not apply.

Inspections on work performed by BAC members may be the work of BAC Journeyman Brickmasons.

**ARTICLE II
HOURS - WAGES – CONTRIBUTIONS**

Section 1. A regular work day shall consist of eight (8) hours per day totaling forty (40) hours per week, Monday through Friday. Lunch period shall be from 11:00 AM. until 12:00 noon. The regular work day shall begin at 7:00 AM and terminate at 3:30 PM. The Employer reserves the right to make minor adjustments to these hours to comply with the customer schedules and/or other craft schedules.

Section 2. When a shift begins outside the normal starting time of that shift straight time will be paid until the normal termination time of that shift; all hours after the normal termination shall be paid at the applicable over time rate. All unscheduled work beginning during the swing shift will be paid at swing shift differential. All unscheduled work beginning after midnight and before 6:00 AM will be paid at the graveyard overtime rate. In the event that a swing shift is scheduled on a weekday without a day shift, the straight time rate will be in effect until the normal time of that shift.

Section 3. Effective July 1, 2007 the hourly rate of pay and contributions for employees on hours worked shall be as set forth in Appendix A of this Agreement.

The amounts shown in Appendix A may be amended at anytime as may be agreed to by the parties hereto.

The hourly wage rate will be increased on 7-1-08 by \$2.95 per hour. The hourly wage rate will be increased on 7-1-09 by \$3.00 per hour. The hourly wage rate will be increased on 7-1-10 by \$3.05 per hour. The hourly wage rate will be increased on 7-1-11 by \$3.10 per hour. The hourly wage rate will be increased on 7-1-12 by \$3.15 per hour.

When working on hot jobs where protective clothing is required, hot pay premium will be paid at one and half (1 ½) times the Brick mason hourly wage rate. This rate will not exceed double time.

Section 4. All time worked in excess, or outside of, the regular work day of the regular work week

or on holidays is overtime work and shall be paid under terms and conditions as may be agreed to under Article IV of this Agreement. On overtime work, time and one-half the wage rate including the Vacation and Union Administration shall be paid, but only the Vacation and Union Administration for the hours worked shall be deducted and paid into the Vacation and Union Administration Funds.

Section 5. When three (3) or more journeymen are employed on a job, one of the brickmasons shall be designated as a foreman and shall be paid accordingly. All foremen shall be members of the Bricklayers and Allied Craftworkers International UNION. When fifteen (15) or more men of any craft are employed on a job by the Employer, one of the brickmasons shall be designated as a general foreman and shall be paid accordingly. This does not include employees of subcontractors working on the same job. A nozzleman on any gunite work shall be paid \$2.00 per hour above the journeyman scale. Brickmasons performing any welding work requiring code certification, excluding stud guns, shall be paid \$2.00 per hour above the journeyman scale.

Section 6. Employer agrees to and shall be bound by all the terms, and conditions, including any amendments hereafter made, to those trust agreements governing the trusts which sponsor or administer the pension, welfare and other benefits provided in this agreement, as follows:

1. Bricklayers' Local #3 Pension Trust;
2. Bricklayers' Local #3 Health And Welfare Trust;
3. Bricklayers' And Trowel Trades International Pension Fund;
4. JATC Apprenticeship Trust Local 3 (as of July 1, 2005);
5. ***International Masonry Institute;***

The Employer shall pay all fringe benefits, including vacation, pension, health and welfare, apprenticeship, I.M.I, and dues, for each hour worked by each employee on all work covered by this Agreement. Such fringe benefits will be paid only to the above-mentioned trusts (for retirement, health and welfare, apprenticeship, and I.M.I.), to the Union (for dues check-off) and to the agent designated by the Union (for vacation benefits).

The Employer agrees to contribute to the International Masonry Institute for all hours worked by Employees covered by this Agreement the hourly contribution rates set forth in the Article II, Section 3 hereof. The payments required by this Subsection shall be made to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, March 14, 1961, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, July 22, 1970, as amended November 11, 1988) and/or to the predecessor International Masonry Apprenticeship Trust established under an Agreement and Declaration of Trust, November 6, 1974.

Section 7. Should any of the above Funds be discontinued for any reason, the contribution to such discontinued fund shall be added to wage rate.

Section 8. The gross wages shall include all contributions to the Vacation Fund and Union Administration Fund. The Employer shall apply all appropriate payroll taxes to the gross wage before deducting the hourly contributions for Vacation and Union Administration for payment with the other contributions.

Section 9. The Employer shall be required by the Health & Welfare Trust fund Trustees to submit a monthly contribution report whether they had any employees for the month or not. In the event the Employer fails to submit the monthly contribution report form by the fifteenth (15th) day of the month following, the Employer shall be liable for liquidated damages in the amount of twenty dollars (\$20.00) or ten percent (10%) of the delinquency, whichever is greater. The Employer may be relieved of the requirement of submitting a monthly contribution report form by applying for "inactive status" with the Trustees. Unless relieved of this liability by the Trustees, the Employer shall be liable for submitting a monthly contribution report form for as long as said Employer is maintained on the "active status" list of employers by the Trustees.

Section 10. The wages and fringe benefits to be paid under this Agreement for work performed on or after July 1, 2007 are set forth in this Agreement, and shall be allocated between existing taxable wage rate and fringe benefits at the sole discretion of the Union.

ARTICLE III UNION SECURITY - WORK JURISDICTION

Section 1. All employees covered by this Agreement shall, as a condition of employment, become members of and maintain membership in the Union after the seventh (7th) day of employment following the beginning of such employment or on the execution date of this Agreement. In the event that any employee fails to become a member of the Union after such seventh (7th) day of employment, the Union shall notify the Employer. In the event the Employer receives such written notification from the Union and a request that the employee be discharged, shall discharge said employee within twenty-four (24) hours. A failure by the union to notify the Employer that an employee has not become a member of the Union shall not affect the liability of the Employer to make the contributions herein required for said employee.

Section 2. All employees, when working on acid brick repair work boilers, furnaces, or stack repair work, where acid, fumes of acid or acid containing soot affect clothing, shall be supplied with protective clothing or paid for same. Material Safety Data Sheets (M.S.D.S.) will be on file for employee review.

Section 3. When an employee is laid off, Employer must immediately pay him wages in full. Except if overtime is worked on the layoff to complete the job. The amount of wages due for the overtime only may be mailed to the employee the following day. If not so paid, Employer shall, in addition to such wages, pay the employee for each waiting hour thereafter not to exceed 8 hours per day until paid. (See Article VII, Section 2) California State Labor Code Section 200-243 shall supersede any and all provisions, as applicable, set forth in this Section.

Section 4. The wet brick saw will be used on all materials required to be cut, except such material that cannot be cut on a wet saw, when practical. All dry saws must be equipped with suction fans, goggles, respirator and guard as required by OSHA. Such saw shall be placed so that no dust will be blown where other employees are working.

Section 5. Mortar boards or high temperature cement or fire clay boxes or tubs shall be placed on stands twenty two (22") inches or more above the working surface.

Section 6. The contractor is to take necessary safety precautions to protect workers from injury or illness arising out of the performance for the work. The contractor shall also comply strictly with local, municipal, state and national laws and regulations pertaining to health and safety. This includes, without limitations, Occupational Safety and Health Act of 1970, California Code of regulations, Title 8. Industrial Regulations, Division 1. Department of Industrial relations, Chapter 4. Division of Industrial Safety, Subchapter 7. And the General Industry Safety Orders.

Section 7. No employee shall be required to take a physical examination, pulmonary function test, respirator fit test, or a drug screening test as a condition of employment, except when required by the Customer, and/or Employer for reasons of safety. Drug screening is to be completed in accordance with the Employers and/or Customers Substance Abuse Prevention and Detection Policies. Safety training, such as BATC, may also be required by the Employer and/or Customer.

Section 8. No employee shall be required to work with other employees, hired by the Employer, who are not covered by this Agreement or other AFL-CIO agreements. They may, however, be required to work along with other contractors not covered by AFL-CIO agreements.

Section 9. The Employer shall furnish at the job site all necessary equipment not considered the personal tools of the trade or the employees, including mixers, mixing boxes, soaking tubs, mortar boards, straight edges, lines or mortar stands, etc. The employees shall furnish his own hand tools, level, hard hat and other tools of the masonry and refractory trades.

Section 10. No employee shall carry materials to or from the job in his vehicle other than his immediate hand tools. No employee shall, whether compensated or not, furnish a truck or trailer to his employer.

Section 11. Employees will fill out the W-4 form as furnished by the Federal Government and will not, under any circumstances, furnish any other information such as date of birth, place of birth, race, ancestry, etc. except when required by the State or Federal Government or if required for a background check by the Customer as a condition of employment.

Section 12. No foreman shall work with the tools upon any job where more than five (5) journeymen are employed. There shall be but one foreman over a crew. No employee shall receive orders from any person other than the foreman and the Employer; when shifts are worked, no shift foreman shall work more or have charge of more than one shift. Each shift shall have its own foreman and all foreman shall hire and discharge all of the employees of their crew or shift.

Section 13. The Union may appoint the shop steward. In no event shall the Employer discriminate against a shop steward or lay him off before the completion of the job because of any action taken by him in the performance of this duties or enforcement of this Agreement. The shop steward is to receive grievances and disputes from employees. The duly appointed shop steward will be present as part of any shifts worked. At no time will any union members work without a shop steward present.

If it is determined that any non-member of a BAC is found to have performed work covered

under this agreement, an equal amount of wages and benefit hours will be paid to members registered as out of work at the time of said infraction, and to be assessed at a one (1) to one (1) worker ratio.

Section 14. No work will be let by piece, contract or lump sum directly with the employees for labor services. All reinforcing steel and anchoring systems welded/placed in masonry or refractory construction such as brick, block, concrete, gunite, castables, plastic refractory and fireproofing material applied to furnaces, heaters, boilers, stacks, ducts and structures including beams, columns and vessel skirts shall be work covered by this Agreement.

Section 15. All employees classified by the Union as "Journeyman" shall be employed, at the very least, as "Brickmason" so designated by this Agreement. Other employees will be placed in lower categories designated by the Agreement with mutual consent of the Employer and Union. Advancement of an Employee to a higher category will be based on improved skills, as determined by mutual evaluation of the Employer and Union, with a maximum of two thousand hours cumulative full time employment in any one category before advancement.

Section 16. APPRENTICES

- A.** In order to train sufficient skilled mechanics for the industry, the parties to this Agreement recognize and encourage the necessity for employment of apprentices. It is understood and mutually agreed that the employment of apprentices shall be in accordance with the standards adopted by the Joint Apprenticeship and Training Committee, which are incorporated herein by reference. The maximum ratio of apprentice hours to journeyman hours shall be no greater than one to three. For apprentice wage and fringe benefits refer to Appendix A.
- B.** While apprentices are unemployed, each employer shall be required to hire one (1) apprentice, if the employer has a least four (4) journeymen employed and shall hire an additional apprentice for each additional four (4) journeymen employed. Such ratio shall be maintained in lay-off situations. No individual shall be deemed an APPRENTICE unless they are properly indentured and designated as such by the Joint Apprenticeship and Training Committee and in accordance with the State Division of Apprenticeship Standards.
- C.** All apprentices working under this agreement shall be paid a minimum of 60% of the journeyman bricklayer hourly wage package.

Section 17. Each Employer shall withhold, *from the employees wages*, for Union Administration (Local Union dues check-off) the amount of wages equal to an amount, designated by the Local Union from time-to-time, not to exceed three percent (3%) of the total wages and fringe benefit package paid to a Journeyman, plus such amount as shall from time-to-time be designated by the Local Union as and for International Union Check-Off Dues from such wages for each hour worked by all employees employed to perform work covered by this Agreement. Such deductions shall be required by the Employer upon notice by the Union that an assignment of wages designating payments described above has been executed by the employee and deposited with the Union.

The Employer shall transmit such monthly Union Administration and International Union Dues Check-Off deductions together with all other fringe benefit payments to the agent designated by the Union and shall make appropriate entries with respect to said dues deductions on report forms supplied by the Union or its agent.

Section 18. Each employer shall give Union Representatives access to all projects on all shifts. On jobs where an escort is necessary the employer or some one designated by the employer shall escort the Union Representative(s) to the jobsite. The Union will give (at least a 24 hour notice – if required) prior to access and will not interfere with the job progress.

ARTICLE IV HOURS DEFINITION, SHIFTWORK, OVERTIME & HOLIDAY

Section 1. ONE SHIFT: When one eight hour shift per day is worked, the shift shall commence between 6:00 AM and 8:00 AM and terminate between 2:30 PM and 4:30 PM. The rate of pay will be at straight time for the shift. If the work day includes overtime, the first two (2) hours of overtime will be paid at one and one-half the straight time rate. Any overtime beyond two (2) hours will be paid at double the straight time rate.

Section 2. SHIFT WORK: The first eight (8) hours worked on any shift shall constitute a day's work. Each shift shall include thirty (30) minutes for lunch. The rate of wages for employees shall be as set forth in Appendix A of this Agreement.

- a) When three (3) - eight (8) hour shifts per day are worked the day shift will commence between 6:00 AM and 8:00 AM, as designated by the customer, to avoid conflicts with other crafts, and terminate between 2:00 PM and 4:00 PM, (i.e. 8 hours after starting). Swing shift will commence between 2:00 PM and 4:00 PM and terminate between 10:00 PM and midnight, as determined by the start of the day shift. Graveyard shift will commence between 10:00 PM and midnight and terminate between 6:00 AM and 8:00 AM, as determined by the start of the day shift.
- b) When two (2) - ten (10) hour shifts per day are worked, the day shift shall commence between 6:00 AM and 8:00 AM and terminate between 4:00 PM and 6:00 PM. The swing shift shall commence between 4:00 PM and 8:00 PM and terminate between 2:00 AM and 6:00 AM. The first eight (8) hours in either shift will be at straight time and the last two (2) hours at time and one-half the prevailing hourly wage rate or double the prevailing hourly wage rate as specified in paragraph (d).
- c) When two (2) - twelve (12) hour shifts per day are worked, the first ten (10) hours will be paid in accordance with paragraph (b) above and last two (2) hours will be paid at the double the prevailing hourly wage rate.
- d) Shift work at straight time will commence at midnight Sunday and terminate at midnight Friday. All work from midnight Friday to midnight Saturday shall be paid at a rate of time and one-half the prevailing hourly wage rate. All work from midnight Saturday to midnight

Sunday, or on Holidays shall be paid at a rate of double the prevailing hourly wage.

- e) **SHIFT DIFFERENTIAL:** Day shift shall receive the prevailing hourly wage rate; swing shift shall receive 10% above the prevailing hourly rate and the graveyard shift shall receive 15% above the prevailing hourly wage rate.
- f) All shifts less than twelve (12) hours will be provided a thirty (30) minute lunch break. For swing shift and graveyard shifts only, the lunch break will be at the employer's expense. All employees shall be allowed ten (10) minutes to clean up before quitting time.
- g) In no case shall an employee work more than one shift in any one calendar day and each shift shall have its separate foreman, as required.
- h) The employer is to provide a meal, if practical or one-half (½) hour pay on any "unscheduled" overtime over nine and one half (9½) hours. Time for this meal will be provided by the Employer.
- i) When an employee is required to work twelve (12) hours, the Employer will provide two thirty minute lunch breaks on the Employers time.
- j) No breaks and lunches will be combined without the majority consent of the members on said job. The duly appointed Shop Steward shall conduct all such ballots without the interjection of any management personnel.
- k) When an employee is required to work through a forty five (45) minute lunch, per the California State Labor Code's provision for continuous production, that employee will be paid 1 hour of double time in addition to the employees actual time worked.
- l) Craftworkers shall be permitted rest periods per the State of California, Industrial Welfare Commission's Wage Order 16. The time for calling the rest period shall be at the discretion of the foreman on the job and the foreman may require the craftworkers to rotate their break to prevent shut down of the job.

Section 3. The recognized holidays are New Year's Day, Martin Luther King Jr's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Holidays falling on Sunday shall be celebrated on the Monday following. The Employer and the Union agree to observe the listed holidays on the dates designated by the State and/or Federal Government.

ARTICLE V TRANSPORTATION & SUBSISTENCE

Section 1. All employees required to travel over seventy five (75) road miles from "City Hall" of their chapter local shall be paid subsistence and transportation as follows. The Chapter locals covering forty-five (45) counties are Fresno-five (5) counties, Stockton-six (6) counties, Sacramento-seventeen (17) counties, Oakland and San Jose-four (4) counties, San Francisco-twelve

(12) counties and Monterey-two (2) counties. Subsistence and transportation shall be paid as follows:

a) Subsistence shall be paid at the rate of Seventy five dollars (\$75.00) per day for each day worked for all jobs over seventy five road miles from the city hall of their local chapter.

b) Subsistence shall be paid at the rate of Seventy five dollars (\$75.00) per day for each day worked and, in addition, for Saturday and Sunday, even though not worked, if the job extends over a weekend and the job is located over seventy five road miles from the City Hall of their local chapter. If required by customer, employee will turn in receipts for Sat/ Sunday if NOT worked.

c) Transportation shall be paid for one (1) round trip bus fare or air fare when applicable, and wages including fringe benefits in transit within BAC Local 3 geographical jurisdiction.

The fare one way will be paid on the first payday and the balance when the job is completed or the employee is laid off or discharged. Straight time shall be paid for traveling on Saturday, Sunday and holidays.

Negotiations regarding the continued equability of the above section will commence annually, 30 days prior to the anniversary date of this contract, to pertain only to the above section.

ARTICLE VI WORKMANSHIP

Section 1. The Employer and employee covered by this Agreement shall strive for workmanship on the job which will reflect quality and efficiency that is a credit to the Refractory Industry. It is agreed that quality workmanship will encourage the perpetuation of the use of refractory construction by architects, engineers, general contractors and owners.

ARTICLE VII WAGE PAYMENTS AND OTHER REQUIREMENTS

Section 1. Any employee reporting for work at the regular starting time and not put to work must be paid for four (4) hours pay plus transportation round trip, when applicable. All hours worked over four (4) hours will be paid for the actual hours worked.

Section 2. When employees are laid off or discharged on the day shift they must be paid in full, thirty (30) minutes before quitting time. When employees are laid off on swing shift or graveyard shift they will be paid in full, thirty (30) minutes before quitting time, if practical. Otherwise, the checks will be delivered to the Union Hall no later than noon on the following day. On Weekend shift work (including Friday Swing Shift) layoff checks will be delivered to the Union Hall by noon on the following Monday. Checks that are mailed per the employees request must be postmarked the next business day following the lay off. California State Labor Code Section 200-243 shall supersede any and all provisions, as applicable, set forth in this Section.

Section 3. If employees are laid off during the work week, before payday, they shall be paid in full

in accordance with Section 2 above. If not so paid, the Employer shall continue to pay employee straight time rates, not to exceed eight (8) hours in any twenty-four (24) hour period, including Saturdays, Sundays and holidays even though not worked until the employee is paid regardless of their subsequent earnings or employment.

Section 4. All employees must be paid in cash or regular printed payroll check. The cut-off period for weekly day shift payrolls will be at the end of each Tuesday's day shift. The cut-off period for weekly swing shift payroll will be at end of each Monday's swing shift. The day and graveyard shifts will be paid on the job every Friday, thirty (30) minutes before quitting time, if the employee is working. The swing shift will be paid on the job every Thursday, thirty (30) minutes before quitting time, if the employee is working. If the employee is not working, the Employer shall appoint a stated place and time, not to be later than 12:00 noon on Friday, to pay the employee. For each hour the employee is detained after 12:00 noon, due to the Employer's fault, he shall be paid according to the regular rate of wage for waiting time until paid. If an employee received a check returned by the bank as uncollectible, the employee shall be paid waiting time at the regular straight time rate, not to exceed eight (8) hours in any twenty-four (24) hour period, for each hour waiting, plus all other amounts due such employee.

Section 5. The Employer shall furnish a statement of all deductions; transportation and/or subsistence at the termination of each pay period, whether the payment is by check, coin or currency. The Employer will be permitted to hold back no more than three (3) days pay.

Section 6. In industrial plants, where cars of employees are not admitted and are in a parking area, employees shall be transported from the parking area to where the work is to be performed, if the distance exceeds one-quarter (1/4) mile.

Section 7. Employees must be paid for going from one job to another during working hours and must not use any of their lunch hour in making such change.

Section 8. Employees shall be provided with pure drinking water, sanitary drinking cups and sanitary toilet facilities on the job.

Section 9. A tool box or tool house must be provided on all operations of duration on one (1) or more weeks.

Section 10. When an employee notifies the Employer of his intention to quit the job and has turned in all equipment and badges to the Employer, the Employer must pay the employee all wages in full not more than seventy-two (72) hours after such notification; beyond this seventy-two (72) hour period the Employer shall be charged with waiting time at the regular hourly rate, not to exceed eight (8) hours in any twenty-four (24) hour period, until paid.

Section 11. All washing down and pointing of all refractory work shall be performed by Brickmasons. All grinding and cutting out of all such work, pouring castable, ramming plastic, laying brick, welding and guniting work on refractories shall be performed by employees covered by this Agreement.

Section 12. There shall be no discrimination against anyone for the enforcement of this Agreement or the laws of the International Union or the By Laws of the Local Union.

Section 13. The first man on the job, workman, foreman or steward, shall notify the Union the location of the job and the name of the Employer within four (4) hours after the job is started. The Employer agrees to allow this workman sufficient time to perform this notification requirement and shall instruct his employees to perform this notification.

Section 14. Any Union member, who uses any tool of the trade, at any time, will have all benefits paid for all hours on said job.

ARTICLE VIII REFERRAL OF EMPLOYEES

Section 1. When the Employer needs an employee covered by this Agreement he shall notify the Union and, upon such notice being given, the Union agrees it will send qualified employees if they are available. Employer will make a concerted effort to hire from within the local jurisdiction, but in certain cases may have to hire from outside the local jurisdiction. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by, Union membership, By Laws, Rules or Regulations, Constitutional Provisions or any other aspect or obligation of the Union membership, policies or requirements. Employers shall notify the Union when brickmasons travel into the 45 counties covered by this agreement. Employers shall notify the Union at least 48 hours before travelers are put to work. In case of emergencies during weekend, holidays or off hours, the contractor will contact the union within 8 hours.

Section 2. No employee shall be required to work against his desire nor shall it be a violation of this Agreement for any employee performing work under this Agreement to quit employment for the Employer on any job.

Section 3. The exclusive source for the employment of employees covered by this Agreement shall be the Union. In the event the Union is unable to supply an employee within two (2) business days after a request for employees by an Employer, the Employer shall be free to hire employees from any source. The employment of any employee performing work covered by this agreement, whether or not such employee was supplied by the Union, shall be subject to all of the terms and conditions of this agreement including, but not limited to, the payment of wages, travel pay, premium pay and union dues and trust fund contributions as specified in this agreement.

ARTICLE IX JOINT BOARD

Section 1. During the term this Agreement is in force and effect, the Employer and the Union agree that the Union will not authorize any strike, slowdown or stoppage of work; nor will the Employer engage in any lockout or work stoppage, respectively, and that all disputes between the parties to this Agreement will be settled through the provision of this Joint Board.

Section 2. There is hereby established a Joint Board which shall consist of four (4) members, two (2) selected by the Union and two selected by the Employer. The Joint Board shall meet at such times as it may decide, however, it shall meet within two (2) days after written notice by either the Union to the Employer or the Employer to the Union. The Joint Board shall require two (2) Employer representatives and two (2) Union representatives present for a quorum and shall operate on a unit vote of one (1) Union vote and one (1) Employer vote. All actions of the Joint Board shall require unanimous vote of the four (4) members for Chairman and one of its members as Secretary. However, when the Chairman is selected from among the Union representatives, the Secretary shall be selected from among the Employer representatives and vice versa.

Section 3. The Joint Board shall have authority to hear and determine all grievances and disputes arising under the terms of this Agreement. The Joint Board shall not have the power to change, amend or add to this Agreement. The Joint Board shall have the power to assess damages, require the enforcement of all provisions of this Agreement and order the cessation of practices in the conflict with this Agreement.

Section 4. The Union and the Employer shall have authority to select alternate members of the Joint Board and such alternates shall be vested with full authority of the Joint Board Member when serving as a member of the Joint Board in the absence of any Joint Board Member. There shall be no more than two (2) alternates representing either the Union or the Employer at any one time but any Board Member or Alternate Board Member may be replaced at anytime by written notice to the Union and the Employer executed by the party who selected such Board Member or Alternate Board Member.

Section 5. Decisions of the Joint Board shall require unanimous vote of the four (4) members of Joint Board and shall be rendered within one (1) day after the matter is heard by the Joint Board. In the event that the Joint Board is deadlocked or fails to act within the time hereinabove specified, an impartial member shall be selected by mutual agreement. However, if no agreement is reached, the impartial member shall be selected under the provisions set forth by the American Arbitration Association and the cost of such arbitration shall be borne equally by the Union and the Employer. All decisions of the Joint Board or decision of an impartial member, in the case of arbitration, shall be final and binding on the Union and the Employer. All settlements, as rendered by the Board, will be executed within 5 working days.

Section 6. Any grievance or disputes involving this Agreement shall first be referred by the Union to the Employer. In the event these parties are unable to adjust the matter within ten (10) days, the Union shall present such dispute to the Joint Board in accordance with this Article IX.

Section 7. The Union or the Employer shall present to the Joint Board all facts concerning a possible violation of this Agreement within forty (40) working days of the event(s) giving rise to the alleged violation. All charges must be presented in writing. Members requesting to file a grievance must notify Union of a possible violation of this agreement in writing within twenty (20) working days of the event(s) giving rise to the alleged violation.

All alleged violations of this Agreement by anyone covered by this Agreement must be presented to the Joint Board for determination prior to any action or actions being taken by the Union or Employer except for the following reasons:

- (a) Failure to pay wages due,
- (b) giving a bad check,
- (c) Delinquent in contributions required by this Agreement.

Section 8. It shall not be in violation of this Agreement for the Union to refuse to man any job or to withdraw its members from any job of the Employer who has been found in violation of this Agreement by the Joint Board and such refusal to man a job or withdrawal of members shall not be a strike, slowdown or work stoppage within the terms of this Agreement.

ARTICLE X BOND DEPOSIT REQUIREMENT

Section 1. Each and every Employer shall obtain a bond in the amount of Ten Thousand Dollars (\$10,000.00) to guarantee compliance with the collective bargaining agreement and payment of wages and fringe benefits. This bond shall be evidenced by completion by the Employer and its surety of the bond instrument as set forth in Appendix B to this Agreement. A bond containing terms different in any manner from that set forth in Appendix B to this Agreement is not acceptable. This bond shall be presented to the Union within ten (10) days of the date of this Agreement. A cash deposit in the amount of \$10,000.00 may be substituted for a bond.

In the event an employer is not located in this jurisdiction and starts work on project covered by this Agreement, which project will, in the opinion of the Trustees, be likely to be completed before the Trust Fund contributions report is required to be filed, or (2) an employer fails to pay Trust Fund contributions when due, or (3) an employer's unpaid Trust Fund contributions exceed the bond that has been posted pursuant to this Agreement, the Trustees, in their discretion, may require any such employer to furnish to the Trustees a surety bond in the amount of twenty-five thousand dollars (\$25,000.00) to guarantee payment of contributions, liquidated damages, and delinquency charges under this Agreement, in addition to the bond hereinabove described. As an alternative, to the surety company bond described above, the Trustees may require of the employers described in (1), (2), or (3) above to file contribution reports and pay contributions weekly after five (5) days notice to such employer by the Health & Welfare Fund Trustees.

ARTICLE XI OTHER REQUIREMENTS OF THIS AGREEMENT

Section 1. The Employer signatory or bound by this Agreement shall pay Workers' Compensation Insurance, Social Security Taxes, Unemployment Insurance, Federal and State Withholding Taxes and obey all regulations required by this Agreement and by Federal, State and other proper laws pertaining to employment.

Section 2. This Agreement shall be binding on the heirs, successors and assigns of each party. Each of the employers bound by the terms of this Agreement agrees to promptly notify the Union in writing by registered or certified mail of any change in ownership, additional members of the partnership or any other fact which the employer thinks or believes may require the execution of a new Collective Bargaining Agreement to cover the employees in such operations.

In the event of failure to notify the Union, the individual or company executing this Agreement shall continue to be individually responsible and liable for the observance of the terms and conditions of this Agreement, to the full extent permitted by law, by such firm, joint venture, corporation, individual or affiliate, until the required notices are given to the Union. Such notices may not be retroactive in effect. In interpreting the above clause, the purpose and spirit is to preclude the employer from circumventing the Agreement by the formation of joint ventures, new corporations, firms, partnerships or any other paper transactions.

ARTICLE XII HEALTH & WELFARE TRUST FUND

Section 1. Each Trust 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 send in a monthly contribution report form each and every month regardless of whether said employer had any employees for that particular month and shall be liable for the contributions allocable to said hours. Inactive employers shall not be considered inactive until such time as they are no longer maintained on the monthly mailing list for contribution report forms from the Trust. Employers may apply to the trustees of the Trusts for inactive status but shall not become inactive until such time as the trustees of the Trusts, in their sole discretion, accept the Employer's request for inactivation and delete their name from the mailing list for the monthly contribution report form. The terms of this Article XII shall apply to each and every trust fund referenced in this Agreement.

Section 2. The Union and/or each Trust shall be entitled to and may file legal action to compel production of monthly reports, to compel production of payroll records for audit and for collection of any and all contributions and liquidated damages due and owing by the Employer and thereafter may settle or compromise such legal action. Each Trust and the Union may institute such legal proceedings without having the matter first heard and determined by the Joint Board, as provided in this Agreement. In the event the Union or Trusts incur attorney's fees as a consequence of the Employers failure to submit monthly reports, produce records for an audit, or fail to pay contributions or liquidated damages, whether or not a complaint is filed, the Employer agrees to pay, in addition to all contributions due and owing and interest thereon at 10% per year, all costs incurred by the Union or Trusts, together with reasonable attorney's fees.

Section 3. Each monthly contribution to the Trusts, payment of dues check off and vacation benefits, shall be made promptly and is due on or before the fifteenth (15th) day of the calendar month following the month such hours are worked and if not paid in full by the fifteenth (15th) day of the month shall be delinquent and subject to liquidated damages. Each employer shall also prepare a monthly transmittal covering each employee who performs work subject to this Agreement and setting forth the following information: Name of each employee, each employee's social security number, and number of hours worked by each employee, and gross amount of fringe benefits payable. It shall be the responsibility of the employer to make sure the monthly contribution and report form is postmarked by the Post Office on or before the fifteenth (15th) day of the month. If such envelope containing the contribution and report form is postmark dated after the fifteenth (15th) day of the month, such report form and contribution shall be considered delinquent, the employer shall be in breach of this agreement, and liquidated damages may be assessed. The Association 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 any employer to pay such monthly contributions and furnish contribution forms within the time provided. Therefore, the amount of damages to the Trusts resulting from any such failure shall be presumed to be ten percent (10%) of all contributions due or Twenty Dollars (\$20.00), whichever amount is greater. Such amount shall become due and payable to the Trusts by the delinquent employer as liquidated damages and not as a penalty and payable at the place where the contribution is payable upon the day immediately following the date on which the contribution became delinquent.

Section 4. Upon request by a Trust or the Union, the Employer must permit an accountant, selected by the Trusts 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 Reports and any other data, reports or documents reasonably relevant to and suitable for the purpose of administration of the Trust and this agreement. In the event it is determined as a result of such examinations that an Employer has defaulted in making full and complete payment 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 other payments required by this Agreement.

Section 5. In the event the trustees of any of the Trusts enter into a Reciprocity Agreement permitting the payment of certain fringe benefit contributions to the home area of any employee temporarily working in the jurisdiction, payments shall be made in accordance with such Reciprocity Agreements that are agreed to by the trustees of each Trust and, provided further, such Trusts are qualified under the provisions of the applicable Internal Revenue regulations permitting the payments to be tax deductible by the employer.

Section 6. Where Reciprocal Agreements relating to any Trust Funds mentioned in this Agreement are entered into, the trustees of said Trust Funds are authorized to pay to or collect from the Trust Funds of such other Local Unions in accordance with such Reciprocal Agreement.

ARTICLE XIII AMENDMENT AND TERM OF THIS AGREEMENT

Section 1. It is the intention of the Employer and the Union that this Agreement shall comply with all provisions of the State and Federal laws. This Agreement shall be amended from time to time as may become necessary to effect such compliance. If any provisions of this Agreement should be found to be illegal, the remainder of this Agreement shall not be affected thereby. Any modification or amendment to this Agreement made in order to comply this State and Federal laws and agreed to by the Employer and the Union shall be binding on all parties signatory or bound by this Agreement.

Section 2. The life or term of this Agreement is from July 1, 2007 through June 30, 2013 and this Agreement shall continue in full force and effect thereafter from year to year unless the Employer or the Union gives notice of its desire for change or amendment, as hereunder provided: The party desiring the change shall give the other party notice in writing, by certified mail, of the proposed changes or amendments at least, sixty (60) days prior to June 30, 2013 or the anniversary date of any such succeeding year. In the event any such notice is given, the other party shall, within thirty

(30) days thereafter, give notice in writing of any changes they may desire and the Employer and the Union shall then negotiate with regard to all such proposed changes or amendments. The party desiring the change and giving the original notice must give notice by certified mail with return receipt requested. This Agreement shall continue in effect pending such negotiations, subject to the right of either party hereto to terminate this Agreement upon ten (10) days written notice by certified mail with return receipt requested to the other party at anytime after July 1, 2013 or after the anniversary date of any extension of this Agreement. Notwithstanding the foregoing, this Agreement shall automatically reopen on July 1, 2010 for the renegotiation of any non-economic terms and conditions, with the economic package remaining unchanged unless both sides mutually desire to reopen the economics as well, so that the parties hereto can reaffirm this Agreement along with any renegotiated terms and conditions upon which they may mutually agree.

**ARTICLE XIV
BINDING CLAUSE**

Section 1. IN WITNESS of the foregoing, and in agreement therewith, we the undersigned authorized representatives of the parties to this BAC Local #3 Refractory Maintenance Agreement, beginning July 1, 2007, for the Counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba Counties of California hereby attach our signatures binding the Employer, the Union, and all employees to this Agreement.

CONTRACTORS:

BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL UNION NO. 3 OF CALIFORNIA
IUBAC, AFL-CIO

Rich Giaramita, Regional Manager
JT THORPE & SONS, INC.

Dave Danner, Union Representative

Daniel Dee, Officer
DEE ENGINEERING CO.

Dave Jackson, Union Representative

Matt R. Johnson, VP/General Manager
SHARED SYSTEMS TECHNOLOGY, INC.

Gary Peifer, Union Representative

H.M. Bryant, President
ARSI CORPS.

Gary Bumgardner, Negotiating Committee

Roger Walls, Negotiating Committee

APPENDIX A
REFRACTORY BRICKLAYER AND IMPROVER RATES
Effective 07-1-07 through 06-30-08

Trade	Wage	Vac	Dues	Taxable	H&W	Def. Benf	Def. Cont	IU Pen	Appr	IMI	Prom	TOTAL
General Foreman	\$35.35	2.15	1.31	\$ 38.81	8.42	3.86	2.86	.40	.35	.05	.00	\$ 54.75
BrickMason Foreman	\$30.35	2.15	1.31	\$ 33.81	8.42	3.86	2.86	.40	.35	.05	.00	\$ 49.75
BrickMason Nozzleman	\$27.35	2.15	1.31	\$ 30.81	8.42	3.86	2.86	.40	.35	.05	.00	\$ 46.75
BrickMason Welder	\$27.35	2.15	1.31	\$ 30.81	8.42	3.86	2.86	.40	.35	.05	.00	\$ 46.75
BrickMason	\$25.35	2.15	1.31	\$ 28.81	8.42	3.86	2.86	.40	.35	.05	.00	\$ 44.75
BrickMason Improver 4	\$25.03	.00	.90	\$ 25.93	8.42	3.46	2.86	.40	.00	.05	.00	\$ 41.12
BrickMason Improver 3	\$22.15	.00	.90	\$ 23.05	8.42	3.46	2.86	.40	.00	.05	.00	\$ 38.24
BrickMason Improver 2	\$19.27	.00	.90	\$ 20.17	8.42	3.46	2.86	.40	.00	.05	.00	\$ 35.36

Wage/Fringe increases:

Effective 07-01-08 \$2.95	Effective 07-01-11 \$3.10
Effective 07-01-09 \$3.00	Effective 07-01-12 \$3.15
Effective 07-01-10 \$3.05	

NOTE: Overtime and Double time rate as follows:

OT Rate = Taxable wage times 1.5

DT Rate = Taxable wage times 2

Example: BrickMason's OT Rate: $\$28.81 \times 1.5 = \43.21 per hour

BrickMason's DT Rate: $\$28.81 \times 2 = \57.62 per hour

Vacation and dues are only deducted for the actual hours worked.

Appendix B

BOND NO.

Effective Date _____

Premium

BOND

Know all men by these presents:

That, we _____

Contractor's Firm Name

Address

hereinafter referred to as "Principal" or "Contractor" and

Surety Firm Name

hereinafter referred to as the "Surety", a corporation created, organized and existing under and by virtue of the laws of the State of _____ are held and firmly bound into International Union Of Bricklayers And Allied Craftworkers, AFL-CIO, Local Union No. 3 and its successors and assigns (hereafter "Bricklayers Local 3") in the sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to be paid to Bricklayers Local 3, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors jointly and severally firmly by these presents.

The condition of the above obligation is such that:

Whereas, the collective bargaining agreement between the Northern California Mason Contractor's Multi-Employer Bargaining Association, on behalf of individual contractors, and Bricklayers Local 3, requires that each contractor post a surety bond executed by a Surety Company in the amount of Ten Thousand Dollars (\$10,000.00) to guarantee compliance by the Contractor to all the terms and conditions of the Collective Bargaining Agreement, against a Contractor for violations of this Agreement, and shall guarantee payments by the Contractor of wages and/or of all fringe benefit amounts (herein defined as Health and Welfare, Pension, Dental, Vacation, Union Administration ("Dues"), Apprenticeship Training, and Promotion payments) on a local or national plan, including costs of collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges.

Now, therefore, if said Contractor shall pay all damages and all fringe benefit contributions or deductions, as defined above, including cost of collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges, then this obligation shall be null and void; otherwise, to remain in full force and effect.

Provided, that this bond is conditioned upon the following conditions and limitations:

1. In the event, after thirty (30) days written notice by certified mail to the last known address of the contractor, the contractor fails to pay, in full, all amounts due under the provisions of preceding paragraphs, whether by virtue of bankruptcy or any other reason, the Surety shall guarantee under this Bond payment of all damages, wage and/or fringe benefit amounts previously set forth, including costs of the collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges.

2. Payment shall be made by the Surety Company under this Bond within thirty (30) days of the date of notification to the Surety that the Contractor, notwithstanding the written notice set forth herein in paragraph 1, has neglected, failed or refused to pay the amounts claimed to be due. The Contractor consents to any payment made by the Surety Company in reliance upon notification of the Surety.

3. The aggregate liability of the Surety hereunder for all causes of action arising under this Bond shall not exceed the total sum of Ten Thousand Dollars (\$10,000.00), plus all reasonable attorney's fees and costs incurred by Bricklayers Local 3 and its affiliated trust funds in enforcing this Bond agreement.

4. This Bond shall not apply to any debt of the Contractor existing prior to the effective date of this Bond.

5. The Surety named herein may cancel this Bond and be relieved of any further liability hereunder at any time after one year from the effective date of this Bond, except as to any liability incurred or accrued, and any damages or delinquencies committed, prior to the giving of sixty (60) days notice in writing to Bricklayers Local No. 3, and upon the giving of at least sixty (60) days notice in writing by certified mail, return receipt requested, to Bricklayers Local No. 3.

6. No right of action shall accrue under this Bond to or for the use of any person other than the obliged, Bricklayers Local 3, its successor Unions and their affiliated trust funds.

In Witness Whereof, the seal and signature of the Surety and the Principal is hereto affixed, and the corporate seal and name of said Surety is hereto affixed and attested by its duly authorized attorney-in-fact,

in the City of _____, State of _____, this ___ day of _____, 20__.

Contractor's Name State Contractor's

License Number

Contractor's Address

Type Name of Surety

By: _____ Date: _____
Authorized Agent for Surety

Name & Title _____

All communication relative to the Bond shall be mailed to:

Bricklayers Local No. 3
8400 Enterprise Way, Suite 103
Oakland, CA 94621

**REFRACTORY AGREEMENT
MEMORANDUM AGREEMENT FOR INDIVIDUAL EMPLOYER**

IN WITNESS of the foregoing, and in agreement therewith, we the undersigned authorized representatives of the parties to this BAC Local #3 Refractory Maintenance Agreement, beginning July 1, 2007, for the Counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba Counties of California hereby attach our signatures binding the Employer, the Union, and all employees to this Agreement.

IT IS AGREED between the undersigned Contractor and BAC Local 3, California ("Union") in consideration of services performed and to be performed by Masonry employees for the Contractor as follows:

1. The Contractor agrees to comply with all of the terms, including wages, hours, and working conditions, as set forth in the Refractory Agreement effective July 1, 2007 through June 30, 2013 (which Agreement is incorporated herein by reference and a copy of which has been delivered to me and receipt of which is hereby expressly acknowledged). Between the contractor and BAC Local 3 for the

period July 1, 2007 to June 30, 2013.

2. The term "Master Agreement" referred to in this Memorandum Agreement shall be the Master Agreement referred to above or any other agreement designated in writing by BAC Local 3, California as the "Master Agreement" for a term or period subsequent to July 1, 2007 or any subsequent modification, changes, amendments, supplements, extensions or renewals of or to said designated Master Agreement.

3. The Contractor agrees to comply with all of the terms, including wages, hours, and working conditions of the Master Agreement any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement which may be negotiated between the parties thereto for the term thereof.

4. Each Contractor signatory hereto specifically waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Labor Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation or to file a petition seeking clarification or redefinition of the bargaining unit covered by this Agreement.

5. This Agreement shall remain in full force and effect for the period of the term of the Master Labor Agreement between the Contractor and BAC Local 3, California for the period July 1, 2007 through June 30, 2013 and for the term of any successor Master Labor Agreement. Either party shall give written notice by certified mail to the other of desire to change or cancel this Memorandum Agreement at least sixty (60) days prior to June 30, 2013. (Article XIII Sec. 2) Notwithstanding the foregoing, this Agreement shall automatically reopen on July 1, 2010 for the renegotiation of any non-economic terms and conditions, with the economic package remaining unchanged unless both sides mutually desire to reopen the economics as well, so that the parties hereto can reaffirm this Agreement along with any renegotiated terms and conditions upon which they may mutually agree.

Company Name _____

Print Name _____

Signature _____

Title _____ Date _____

Address _____

City and State and ZIP _____

Telephone _____

Fax _____

Contractors License No. _____

BAC Local 3, California

Union Representative:

Name_____

Signature_____

Date_____

Refractory signature page for individual employer

**BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL UNION NO. 3 CA
8400 ENTERPRISE WAY #103
OAKLAND, CA 94621
(510) 632-8781
(800) 281-8781**

FOR BENEFIT INFORMATION:

ALLIED ADMINISTRATORS, INC.
630 Battery Street, 2nd Floor
P.O. BOX 2500
SAN FRANCISCO, CA 94126
(415) 986-6276
(888) 877-8363