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DEPARTMENT OF INDUSTRIAL RELATIONS
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SCOPE OF WORK PROVISIONS FOR

Cement Mason

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, Tulare, Tuolumne, Yolo, and Yuba Counties

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Div. of Labor Statistics & Research
Chief's Office

CEMENT MASONS MASTER AGREEMENT

1999-2005

THIS AGREEMENT, made and entered into June 7, 1999, modifying and changing the Cement Masons Master Agreement dated April 8, 1997, between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as Collective Bargaining representative of Employer, and the DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA, herein and after referred to as the Union

WITNESSETH.

SECTION 1 - General Provisions

A. Definitions

(1) The term "Employer" as used herein shall refer to the Associated General Contractors of California, Inc

(2) The term "Individual Employer" as used herein shall refer to any person, firm, or entity including registered Joint Ventures who have authorized or subsequently authorize the Employer to represent them with respect to collective bargaining with the District Council of Plasterers and Cement Masons of Northern California

(3) The term "Employee" as used herein shall refer to a journeyperson Cement Mason, who is herein defined as an Employee who is qualified by experience and ability to perform Cement Masons work, and to and apprentice Cement Mason, who is herein defined as an Employee undergoing a system or course of training in Cement Mason work

(4) The term "Local Union" as used herein shall, as the context requires, refer to one of the following local unions of the Operative Plasterers and Cement Masons of Northern California:

Local Union No. 300, Area Offices 188, 337, 355, 429, 580, 583, 594, and 825.

Local Union No. 400, Area Offices: Sacramento Main Office, San Jose, Vallejo, Stockton, and Chico/Redding

(5) This Agreement shall apply to any Employee who performs work falling within the presently recognized jurisdiction of those local unions affiliated with the District Council of Plasterers and Cement Masons of Northern California which District Council is affiliated with the Operative Plasterers and Cement Masons International Association of the United States and Canada.

(6) This Agreement shall apply to Northern California which term is intended to mean that portion of the State of California above the Northern Boundary of Kern County, the Northern Boundary of San Luis Obispo County and the Westerly Boundaries of Inyo and Mono Counties, consisting of the following forty-six (46) Counties Alameda, Alpine, Amador, Butte, Calaveras, Contra Costa, Colusa, 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, Tulare, Tuolumne, Yolo and Yuba.

B. Coverage and Description of Cement Masons' Work

This Agreement shall cover all work coming within the recognized jurisdiction of the Operative Plasterers and Cement Masons International Association of the United States and Canada.

Work shall be assigned in accordance with the terms of this Agreement The Individual Employer shall, in his sole and unlimited discretion, determine the need for and number of Employees necessary to perform any work covered hereby

Without limiting the scope of the work covered hereby, it is agreed that Cement Masons work shall include but shall not be limited to all the following construction work

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition or improvement in whole or in part of any building structure

(2) All heavy highway and engineering construction, including but not limited to the construction, improvement modifications and demolition of all or part of any streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, wharves, docks, break-waters or rip-rap stone, or operation incidental to such heavy construction work.

Subject to the foregoing provision of this Section and to the provisions of Section 6 of this Agreement, the work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:

Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating, marking edging, brooming or brushing, using base cover or step tools; chipping, and stoning, patching or sacking, dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines, troweling machines, floating machines, powered

concrete saws, finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work

Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices which are beneficial to the construction of or with concrete or related products.

The foregoing shall apply to temporary yards established off the jobsite, to service a particular job, for the duration of that job

C. Subcontracting

For jobs bid on or after July 1, 1980, the following provisions apply

(1) The term "Subcontractor" means any person, corporation, or other entity, other than an employee covered by this Agreement, who agrees, orally, or in writing, to perform for, or on behalf of, the Individual Employer, any part or portion of the work covered by this Agreement.

(2) The terms and conditions of this Agreement, insofar as it affects the Individual Employer, shall, as specified below, be applied to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any work covered by this Agreement to be performed at the jobsite or job-yard, and said subcontractor with respect to such work shall be considered an Individual Employer covered by this Agreement.

(a) The Individual Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting Should the Individual Employer elect to subcontract, the Individual Employer shall continue to have such primary obligation Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the Individual Employer to bargain collectively pursuant to Section 8(a)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement but for no other statute, rule, regulation or law

(3) If an Individual Employer shall subcontract work herein defined, such subcontract shall be in writing and shall state that such subcontractor agrees to comply with all the terms and provisions of this Agreement including wage rates and fringe benefits. In event of a dispute on a delinquency in payments as required in Section 8A, B, C, or D, and E or an alleged violation of any other agreement, the dispute shall be submitted to a Board of Adjustment on demand.

(4) An Individual Employer, who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this