STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

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

HOLIDAY 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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Department of Industrial Relations

JUL 28 1999

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 3, 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

E. Overtime

On regular work days from Monday through Friday, time and one-half shall be paid for overtime worked in excess of eight (8) hours in any one (1) day. Time and one-half shall be paid for the first eight (8) hours worked on Saturdays unless Saturday is a make up day per Section 7(C). Double time shall be paid for all overtime worked after eight hours on Saturdays and for all time worked on Sundays and Holidays; and no Employee shall be required to work continuously for more than five (5) hours from the beginning of the regular work shift without opportunity to eat lunch. Each employee covered by the Agreement shall be permitted to take not less than one-half (1/2) hour for lunch period and no work shall be performed by said Employee during the lunch period unless the applicable double time rate is paid

F. Show-up Time

Any workman 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 his last preceding shift not to report Any Employee who reports to work and for whom work is provided shall receive not less than four (4) hours' pay and if more than four (4) hours are worked in any one (1) day shall receive not less than a full day's pay therefore, unless, prevented from working for reasons beyond the control of the Individual Employer, including but not limited by such factors as inclement weather or breakdown causing discontinuance of a major unit of the project during which time workmen are not required or requested to remain on the job by the Individual Employer or his agent.

Furthermore, on the first day of dispatch an individuals work day shall commence at 8:00 a.m. without regard to the earlier scheduled crew start time.

G. Recognized Holidays

The following are recognized holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

If any of the above holidays fall on a Sunday, the following Monday shall be considered a legal holiday. If the holidays of Independence Day (Fourth of July), Christmas and New Year's Day fall on a Saturday, the preceding Friday shall be considered a legal holiday, when and if the basic crafts adopt this provision.

H. Pre-job Conference

There shall be a pre-job conference prior to the start of a job if requested by either party

NC-23-203-1

Construction Employers' Association

Gary Kalian
President

Greg Cosko
First Vice President

Donald Clark
Vice President

Dana McManus
Past President/Treasurer

Michael Walton
Secretary

Directors

Dennis Amoroso
Allan Arntz
Andrew Ball
Brian Cameron
Donald Clark
Greg Cosko
Larry Daniels
James Griffin
Sidney Hubbard
Gary Kalian
James Losch
Timothy Marsh
Dana McManus
Peter Rau
Russell Staines
John Stripe
Paul Thompson
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Kip Trexel

Ex Officio Directors

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Gerald Overan
Russell Peck
Larry Smith
Terence Street
Roy Van Pelt
Howard Verrinder
Donald Warmby

Lawrence Walters
Founding President

Philip Mirenda
Director Emeritus

FAX TRANSMITTAL

DATE: July 27, 1999

TO: Tim Stahlheber, Department of Industrial Relations

FROM: Ginny Smith

SUBJECT: 1999-2005 CEA/Cement Masons Master Agreement Memorandum of Understanding

FAX NO.: (415) 703-4771

PAGES: 8

COMMENTS

For your information.

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Department of Industrial Relations

JUL 27 1999

Div. of Labor Statistics & Research
Chief's Office

3800 Watt Avenue, Suite 215
Sacramento, CA 95821-2673

Telephone (916) 978-8510
FAX (916) 978-8505

1990 North California Blvd., Suite 300
Walnut Creek, CA 94596-3743

Telephone (925) 930-8184
FAX (925) 930-9014

1999-2005 CEA/CEMENT MASONS MASTER AGREEMENT

MEMORANDUM OF UNDERSTANDING

(Subject to Ratification by the Union and the Construction Employers' Association)

This Memorandum of Understanding entered into this 14th day of June, 1999, subject to ratification by the Union and the Construction Employers' Association, extends the current Master Agreement between the Construction Employers' Association (CEA) and the District Council of Plasterers and Cement Masons of Northern California through June 15, 2005 and provides the following modifications to the 1997-1999 CEA/Cement Masons Master Agreement:

I. TERM OF AGREEMENT

Six year Agreement to terminate June 15, 2005.

II. CEMENT MASONS WAGE AND FRINGE BENEFIT INCREASES

First Year	$1.10 to be allocated by the Union
Second Year	$1.05 to be allocated by the Union
Third Year	$1.00 to be allocated by the Union
Fourth Year	$0.95 to be allocated by the Union
Fifth Year	$0.90 to be allocated by the Union
Sixth Year	$0.85 to be allocated by the Union

Effective date for above wage and fringe benefit increases shall be the Monday on or prior to July 1st of each applicable year.

III. SECTION 8 – WAGE SCALES, HEALTH AND WELFARE, PENSION, VACATION/HOLIDAY, APPRENTICESHIP FUND AND SUPPLEMENTAL DUES

A. **Wage Scales**

2. Foreman

Shall receive $2.00 more than the classification supervised (Effective June 28, 1999)

IV. SECTION 8 - WAGE SCALES, HEALTH AND WELFARE, PENSION, VACATION/HOLIDAY, APPRENTICESHIP FUND AND SUPPLEMENTAL DUES

A. **Wage Scales**

Mastic Magnesite, Gypsum, Epoxy, Polyester, Resin and all Composition

- Effective June 28, 1999, rate (journeyperson) is increased by $.50 per hour

Initials: MNW DOO

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apprentice. For each additional five (5) journeypersons than in his employ, he shall employ at least one (1) additional apprentice.

Credit for verified previous cement mason experience may be granted by the Northern California Cement Masons Joint Apprenticeship and Training Committee; Sub Committee or its designated representative when the apprentice has completed his/her probationary period (first 500 hours extending not more than six (6) months). However, credit for previous experience may be granted by the Northern California Cement Masons Joint Apprenticeship and Training Committee or Sub Committee prior to the completion of the six (6) month period or 500 hours requirement if the following conditions are met:

1. Verification from previous employer/s in specified work processes.
2. Class requirements have been met.
3. Current employer must substantiate ability of apprentice re-rate.

VII. AMEND SECTION 7 G (RECOGNIZED HOLIDAYS) AS FOLLOWS:

The following are recognized holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Decoration Day (Memorial Day)
Independence Day (Fourth of July)
Labor Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

If any of the above holidays fall on a Sunday, the following Monday shall be considered a legal holiday. If the holidays of Independence Day (Fourth of July), Christmas and New Year's Day fall on a Saturday, the preceding Friday shall be considered a legal holiday, when and if the basic crafts adopt this provision.

VIII. AMEND SECTION 13 (EFFECT OF APPROVAL BY INTERNATIONAL UNION) AS FOLLOWS:

It is agreed by and between the parties to this Agreement that the act of the Operative Plasterers and Cement Masons International Association (hereinafter called International Association) in approving this contract as to form the substance, as provided in the paragraph below, the International Association, its officers, and agents shall not in any manner thereby become a party to this Agreement, nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this contract in any manner whatsoever.

Initials: