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

RECEIVED
Department of Industrial Relations
JUL 21 2005
Div. of Labor Statistics & Research
Chief's Office

23-203-1

CEMENT MASONS' MASTER AGREEMENT

2005-2009

THIS AGREEMENT, made and entered into June 15, 2005, modifying and changing the Cement Masons' Master Agreement dated June 7, 1999, between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA INC. (AGC), 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 any 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.

D. Shift Work

Where multiple shifts are worked, if the Individual Employer elects to work the day shift starting between the hours of 5:00 a.m. and 10:00 a.m., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second shift shall work seven and one half (7 1/2) hours, and for such work they shall be paid the regular straight time rate for (8) hours; if a third (3rd) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than five (5) consecutive work days.

Where predetermined conditions exist as advertised by the bidding authority requiring a starting time outside of the established starting times, a special single shift differential of $3.00 per hour shall apply.

It is agreed that the Individual Employer and the Employees hereby affected may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

When, upon requirement of the awarding authority, the employer produces evidence in writing to the Union of a bona fide job requirement or, due to safety conditions or other requirements, such work may be performed on single or double shift basis and an Employee shall work eight (8) consecutive hours for which he shall receive eight (8) hours' straight time pay, Monday through Friday. Any Employee who reports to work on such special shift and for whom work is provided shall receive not less than eight (8) hours' straight time pay. The employer shall notify the Local Union having area jurisdiction before starting such special shift and shall confirm the notice, in writing, within twenty four (24) hours following the start of the special shift.

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, President's Day, 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.

I. Employee's Tools

Cement Masons will be required to furnish the following "Bag of Tools": Three (3) trowels (varying in sizes to fit work); one (1) pointer (trowel); one (1) set of coving tools (1 nose and 1 cove); one (1) wood hand float; one (1) rubber float; one (1) hammer; one (1) sledge hammer; one (1) hand saw; three (3) hand edgers (1/4", 1/2" and 3/4" radius to match coving tools); one (1) set of knee pads; one (1) hand brush (paint brush); two (2) levels (1 pocket, 1 23" or longer); 300'nylon cord, one (1) pair pliers, w/side cutter; carpenter pencil and marking crayon. All tools are to be manufactured in the United States.

J. Owners

No more than one (1) owner of a firm or company which is an Individual Employer under this Agreement shall be permitted to perform work covered by this Agreement.

Section 8 Wage Scales, Health and Welfare, Pension, Vacation/Holiday, Apprenticeship Fund and Supplemental Dues

A. Wage Scales

Basic wage scales for Cement Masons and specialty classifications applicable for the period June 27, 2005 to June 30, 2008 are set forth as follows:

		6/27/05	6/26/06	6/27/07	6/30/08
(1)	Journeyperson	$24.88	*	*	*
(2)	Swing or Slip Form Scaffolds	$25.63	*	*	*
(3)	Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all Composition	$25.63	*	*	*

(4) Foreman - effective 6/27/2005 the Foreman shall receive $3.00 over journeyperson rate.

*increase to package to be allocated by the Union 6/26/06 $1.55, 6/25/07 $1.40, 6/30/08 $1.30

(5) Apprenticeship Work Hour's and Related Work Hour's with Language:

Apprentice's indentured on or after June 28, 1999 shall be covered under the following percentage rates.