STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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San Francisco CA 94142-0603

HOLIDAY PROVISION

FOR

CEMENT MASON

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

23-203-2

MEMORANDUM OF AGREEMENT

By and between

Eleven Southern California Counties Cement Masons

and

Associated General Contractors of California, Inc.,
Building Industry Association of Southern California, Inc., and
Southern California Contractors Association

Changes from the 2003-2006 Master Labor Agreement

CEMENT MASONS 2006-2009 MASTER LABOR AGREEMENT

1. Amend all applicable dates to reflect a three-year agreement effective July 1, 2006 through June 30, 2009.

2. Replace Article IX, para 904 with the following:
"The parties of the agreement recognize Industrial Wage Order 16 covering "on-Site Construction, Mining, Drilling and Logging Industries." Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Article VI, Procedure for Settlement of Grievances and Disputes, of this agreement. The grievance process of Article VI shall be the exclusive method for resolving all alleges violations of this Wage Order, and the time limitations of Article VI shall apply."

3. Amend Article XVI, para 1603.6 as follows:
"Saturday Make-up Day: In the event, due to inclement weather, similar act of God **or a situation beyond the control of the contractor**, it is not reasonably possible for any individual employer on a particular jobsite to complete forty (40) hours of work, on either an eight (8) hour day shift or ten (10) hour day shift, Monday through Friday, during the same calendar week, the employer shall notify the Local Union of the necessity **and reason** for a make-up day and the balance of the forty (40) hours may be worked on Saturday at the straight time rate. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay."

4. Add new section 1601.1 to read as follows:
"Method of Delivery of Notices – The method of delivery of notices required in the Article XVI shall be satisfied by one of the following means of delivery: certified letter, facsimile or electronic transmission given to the union twenty-four (24) hours in advance.

   Delete notification language in paras 1602.1, 1602.2 and 1603.1

5. Amend Article XXIV, para 2403 as follows:
All Foremen shall be paid not less than two dollars ($2.00) an hour more than the hourly Cement Mason Journeyman rate."

6. Amend Article XXIV, para 2403.1 to reflect the following increases:

07/17/06	$2.00*	Allocation:	$1.05	Wages
07/01/07	$2.12		$ .40	Pension
07/01/08	$2.25		$ .45	Health & Welfare
			$ .05	Apprenticeship
			$ .05	Administrative Dues
			$2.00	

Eleven Southern California Counties Cement Masons

Scott Brain
Union Negotiating Committee Chairman

7/19/0

Date

Associated General Contractors of California, Inc.

Mike Rodriguez
Director of Industrial Relations, Southern California

7.19.06

Date

Building Industry Association of Southern California, Inc.

Pamela Ackrich
Labor Relations Director

7/18/06

Date

Southern California Contractors Association

Jere Meacham
Director of Labor Relations

19 July 2006

Date

MASTER
LABOR AGREEMENT

Between

SOUTHERN CALIFORNIA

GENERAL CONTRACTORS

And

ELEVEN SOUTHERN

CALIFORNIA COUNTIES

CEMENT MASONS

RECEIVED
Department of Industrial Relations
JUL 14 2003
Div. of Labor Statistics & Research
Chief's Office

JULY 1, 2003

803. Because the Contractor and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there by any restrictions against the use of any kind of machinery, tools, or labor saving devices, provided, however, that such machinery or power equipment shall be furnished by the Contractor, and provided further that no employee shall be required to work under any conditions that are injurious to his health or safety in conflict with a present well-established custom regulating such use where the work is being performed.

804. The Contractor agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to men, and the Union agrees to permit the occasional or temporary transfer of employees of one classification to any other classification or between crafts; provided that, when such transfers are made the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day. Abuse by any Contractor of the privilege granted in this paragraph 804 shall subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article VI of this Agreement.

805. Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wage rates specified in Article XXIV of this Agreement. Any other method of paying employees, such as the use of piece work, bonus systems, quota setting, or lumping of the work, shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with Article VI of this Agreement.

806. Work performed under this Agreement shall be done by the employees of the Contractor or prime builder direct with the Cement Masons on an hourly basis, except as provided in the subcontractor provisions of this Agreement. The Cement Masons Craft Joint Adjustment Board or the Impartial Chairman may assess penalties for violations of Paragraph 805, this Article.

ARTICLE IX

Holidays, Payment of Wages, Meal Periods

901. HOLIDAYS

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.