STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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

# SCOPE OF WORK 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

7/19/06
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

7/19/06
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**

area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

102.2

This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms, or corporations who at the time of execution of this Agreement are, or during the term hereof become eligible members of the Association.

102.3

Each individual contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to, and bound by the Agreement. It is agreed that the wages, hours, and working conditions of this Agreement are the wages, hours and working conditions in the areas covered by this Agreement.

102.4

This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreement or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.

102.5

This Agreement shall cover and apply to all Cement Masons work falling within the recognized jurisdiction of the Union signatory to this Agreement.

102.5.1

It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modifications thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance, and repair of all equipment, vehicles, and other facilities including helicopters used in connection with the performance of the aforementioned work and services and including without limitation, the following types or classes of work.

102.5.2

Cellular cement mason, chipping, patching, grinding, setting all concrete forms and perimeter forms, including catch basin structures and drain inlets, curb forms and planks, setting of lines, stakes and grades, setting screeds, which includes screedpins; cutting, scoring and sawing new concrete, plugging, filling Shee-Bolt holes; dry packing concrete and EMBECO; tending material hose on slabs, floors, and decks; tending mixer truck chute on slabs, floors, and decks; bush hammering; patching and sacking, rodding, tamping, bid well, and similar type rodding machines, bull floating.

New innovative materials, techniques, compounds, equipment, and/or processes which require the skills of a Cement Mason Journeyman, or which supplement or supplant the existing work of the Cement Mason Journeyman, shall remain and continue to be the recognized work of the Cement Mason Journeyman.

102.5.3

Street and highway work, grading, and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, and pile driving, piers, locks, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing, and building inspection.

102.5.4

The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations, and appurtenances thereto, also including any grading excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance, and repair of equipment and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

102.5.5

All work performed in the Contractor's warehouses, shops, or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

102.6

Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment and machinery will not be subject to this Agreement where such repairs and/or adjustments are made by the manufacturer thereof or his agent or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such excepted work.

102.7

It is agreed that work covered by the Operative Plasterers Agreement is considered part of the work description covered by this Agreement, and as such, is part of the bargaining unit work covered by this Agreement.

## ARTICLE II

## Union Recognition

**201.** The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following class of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers, or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman. **This recognition of majority support is based on an equivocal request for recognition by the Union as the majority representative, along with the Union having shown or offered to show evidence of its majority support.**

202. The Union recognizes the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc. as the sole and exclusive bargaining representatives for their respective eligible members, present and future, who are or whom become bound by this Agreement and agree that during the term of this Agreement, they will not negotiate or enter into any agreement with such individual members of the Association relative to part or all of the subject mater covered by this Agreement.

203. This Agreement shall be binding upon each and every eligible member of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc., with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., and the Southern California Contractors