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

TRAVEL AND SUBSISTENCE 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

1001.1

All Federal and State safety rules, regulations, orders, and decisions shall be binding upon the individual Contractor and shall be applied to all work covered by this Agreement. No workers shall be required to work under unsafe conditions.

1001.1.1

An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor Management Relations Act of 1947, as amended.

1001.2

The individual contractors shall be solely responsible for implementation maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any local Unions or District Councils are responsible for such implementation or maintenance.

1002. PARKING

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

1003. DRINKING WATER

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, salt tablets and adequate toilet facilities in accordance with California State Law.

1004. JOBSITE TRANSPORTATION

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

1005. SIGNING OF DOCUMENTS

Workmen and/or employees shall not be required to sign any documents other than those required by law and any document contained in this Agreement. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Employer.

ARTICLE XI

Qualifications

1101. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the Provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and, further, that it will not, by the adoption or amendment of any provisions of its Articles of Incorporation, Constitution, or By-Laws, or by contract or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations and each of their eligible members and the Unions on whose behalf the said parties are signing the said Agreement.

1102. Nothing contained in any other Agreement will change the conditions as set forth in this Agreement pertaining to use of equipment or the working rules and classifications of employees when said equipment is owned by the Contractor and operated or used on any work on which he is the prime or subcontractor. Nothing contained in this Agreement shall relieve any Contractor or subcontractor from his contractual obligations under such other agreements.

1103. No agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein. Any provision in the working rules of the Union with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work covered herein.

1104. A party to this Agreement shall not cancel this Agreement because of a claimed breach thereof or file any claim for damages because of a claimed breach of this

1610. Employees shall travel to and from their work on their own time and by means of their own transportation.

1611. SUBSISTENCE:

1611.1

In the subsistence area as hereafter defined in 1611.3 and subject to the exceptions noted below, subsistence shall be paid at the rate of thirty dollars ($30.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

1611.2

An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

1611.3

Subsistence as provided in this Paragraph shall be paid on projects on the following off-shore islands:

San Miguel Island
Santa Rosa Island
Anacapa Island
(Channel Island Monument)
Santa Barbara Island
San Clemente Island
Santa Catalina Island
Richardson Rock
Santa Cruz Island
Arch Rock
San Nicholas Island

1611.3.1

Employees reporting at the embarkation point for travel to the above named islands, shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour, regardless of mode of travel. Travel time shall start and end at the point of embarkation at the time and place designated by the Contractor.

1611.4

In lieu of subsistence, the Contractor may provide and maintain acceptable room and board, on or immediately adjacent to the project, seven (7) days per week, in compliance with California State laws.