MASTER LABOR AGREEMENT

Between

SOUTHERN CALIFORNIA

GENERAL CONTRACTORS

and

ELEVEN SOUTHERN

CALIFORNIA COUNTIES

CEMENT MASONS

JULY 01, 2025

CEMENT MASONS
TABLE OF CONTENTS

TITLE	ARTICLE	PAGE
Administrative Dues	XXIII	35
Agreement, Binding Entities	1	2
Apprentice Ratio	XVIII	31
Apprentice Training	XVIII	31
Apprentice Wage Rates	XXIV	38
Business Representatives	VII	12
Classifications	VIII	13
Contract Administration Fund	XXVI	39
Contributions Payable to Trust Funds	Attachment No. 1	46
Coverage	I	2
Davis-Bacon Act	XXIX	44
Definitions	I	2
Drinking Water	X	21
Drug Testing	X	21
Delinquencies & Collections	XXVIII	40
Emergencies	XVI	27
Foreman / General Foreman	XVII	30
Fund for Construction Industry Advancement	XXV	38
General Provisions	I	2
General Savings Clause	XIII	23
Grievances and Disputes, Procedures for Settlement	VI	17
Health and Welfare	XIX	32
Hiring Provisions	III	5
Holidays	IX	15
Individual Retirement Trust	XXII	35
Injury at Work	IX	16
Jobsite Transportation	X	22
Jurisdictional Disputes	IV	8
Material, Supplies, Equipment, Purchase	XVI	30
Meal Periods	IX	16
Other Agreements	XII	23
Overtime, Shift	XVI	25
Overtime, Rates	XVI	25

Parking	X	21
Payment of Wages	IX	15
Pension Plan	XXI	34
Pre-job Conference	XXVII	39
Public Works Project	XXIX	44
Qualifications	XI	22
Recognition	II	4
Reporting for Work	XVI	29
Safety	X	20
Saturday Make-up Day	XVI	26
Shifts:		
Single	XVI	24
Special	XVI	26
Multiple	XVI	25
Shops	I	4
Show-Up Time	XVI	28
Signing of Documents	X	22
Strikes, Lockouts, Jurisdictional Disputes	IV	8
Subcontracting, Employee Rights, Union Standards and Work Preservation	V	9
Subsistence	XVI	29
Starting Time	XVI	24
Stewards	VII	12
Term, Termination and Renewal	XIV	23
Tide Work Schedule	XVI	27
Tools	XVI	30
Transfer of Employees	III	8
Union Recognition	II	4
Vacation	XX	33
Yards	I	4
Wage Scales	XXIV	36
Warehouses	I	4
Warranties	I	4
Work Assignments	IV	8
Working Rules	XVI	24

MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS

and

ELEVEN SOUTHERN CALIFORNIA COUNTIES CEMENT MASONS

This Agreement entered into this first day of July 2025, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Southern California Contractors Association, Inc. and United Contractors Inc., on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS; and the Southern California Cement Masons Negotiating Committee, for and on behalf of Cement Masons Local 500 and 600, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in construction work in Southern California and in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

ARTICLE I

GENERAL PROVISIONS

101. DEFINITIONS:

101.1 The term "Contractor" or "Employer" as used herein, shall refer to an Employer party to or bound by this Agreement.

101.2 The term "Association", as used herein, shall refer to the Associations previously named and signatory to this Agreement.

101.3 The term "Union," as used herein, shall refer to the Southern California Cement Masons Negotiating Committee, for and on behalf of Cement Masons Local 500 and 600, affiliated with the Eleven Southern California Counties Cement Masons which have jurisdiction over the work in the territory covered by this Agreement.

101.4 The term "Workman" or Workmen," as used herein, shall refer to a person, or persons, in the labor market who are not employed.

101.5 The term "Employee(s)" as used herein, shall refer to the employed person, or persons, working in the craft jurisdictions covered by this Agreement.

101.6 All personal nouns and pronouns refer to the male and female gender.

102. COVERAGE

102.1 This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including, Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereinafter in this Agreement in the 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 Associations.

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 and all Cement Masons work associated with Concrete Polishing, Pervious Concrete, Polyester Concrete Overlay and 3D-Print Finisher Assistant (Finishing Work Only).

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, 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. The Association of Construction Employers, The United General Contractors Association and United Contractors, 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 matter 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., 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. the

Association of Construction Employers, the United General Contractors Association, Southern California Contractors Association Inc. and United Contractors, shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from any of the Associations prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement provided, however, that as to such former or suspended members, the provisions of Article IV and Article VI shall not apply, from the time when such member resigns or is suspended from any of the Associations. Such former or suspended member shall be bound by any renewals, modifications, extensions of this Agreement or any subsequent new or renegotiated Agreement, unless he gives the appropriate Association and the Union at least sixty (60) days written notice prior to June 30, 2028 and June 30 of any subsequent year, of his intent not to be bound by any new or renewed Agreement. The Associations will advise the Union of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

204. Employees employed by one or more of the Contractors for a period of eight (8) days continuously or accumulatively under the work jurisdiction of a particular Union as the term is defined herein shall be or become on the eighth (8th) day or eight (8) days after the effective date of this Agreement, whichever is later, members of such Union and shall remain members of such Union as a condition of continued employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such Union.

205. The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's non-payment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee the remainder of the day within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith. If the employee is rehired by the same employer while in a state of delinquency, the employee may be removed by a Union Representative from that jobsite.

ARTICLE III

HIRING PROVISIONS

301. In the employment of workmen for all work covered by this Agreement the following provisions shall govern:

301.1 Each Local Union shall establish and maintain open and non-discriminatory employment lists for use of workmen desiring employment on work covered by this Agreement within the area of the Local Union. Any workman who so requests shall have his name placed on the dispatch list. Workmen's names shall be entered on said list in the order in which they present themselves for registration on the list.

301.2 After each workman's name is entered on such list there shall be entered a designation corresponding to the type or types of work in which the workman certifies he has had experience and is best qualified to perform. Such designations shall refer to the following classifications:

Cement Mason Journeyman, including but not restricted to the following: Cellular Cement Masons, chipping; patching; grinding; setting all concrete forms and perimeter forms, including catch basin structures and drain inlets, setting curb forms and planks, setting of lines, stakes and grades; setting screeds, which includes screed pins; 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 types of rodding machines, bull floating and all Cement Masons work associated with Concrete Polishing, Pervious Concrete, Polyester Concrete Overlay and 3D-Printer Finisher Assistant (Finishing Work Only).

Cement Masons (magnesite-terrazzo and mastic composition, Epoxy, Dex-O-Tex, Urethanes and Exotic Coatings), floating and troweling machines, curb and gutter machines, Clary and similar types of screed machines, grinding machines (all types), Jackson vibratory, Texas Screed, and similar type, screed machines, scoring machines.

301.3 Whenever a Contractor requires Cement Mason employees, he shall first call upon the Local Union in the area in which the job is being performed and shall request the Local Union to furnish workmen to him and the Local Union shall do so strictly in accordance with the provisions of this Article. Upon request, the contractor or designated representative may telephonically interview a workman to determine experience and qualifications prior to being dispatched to the requested project. (See also Paragraph 307, this Article).

301.4 It shall be the responsibility of the Contractor, when ordering workmen, to give the Local Union all of the pertinent information regarding the workmen's employment. The Contractor agrees that all work covered by this Agreement shall be performed by Cement Masons, who the Contractor or the Union agree are employees of the Contractor or subcontractors employed under the terms of this Agreement.

301.5 The Local Union will furnish, in accordance with the request of the Contractor, each such qualified and competent workman from among those entered on said lists to the Contractor by use of a written referral in the following order of preference and the selection of workmen for referral to jobs shall be on a non-discriminatory basis:

301.5.1 The Contractor so requesting workmen shall have the absolute right to designate the workmen to be furnished him by name, with twenty-four (24) hours advance notice to the Union and the Union shall comply with such request, provided for herein, and are available for employment. The requests of Contractors provided for in this subparagraph 301.5.1 shall be made in writing, or orally, followed by a written confirmation. In the event an employer requests a particular workman not be sent from the lists, this request must be confirmed in writing stating the reasons for such request.

301.5.2 If the Contractor does not designate workmen by name, or if workmen designated by name are not available for employment or have not caused their names to be entered on the list, the Contractor shall inform the Union of the number of workmen he requires, the type of work to be performed, the date the job is to commence and its approximate duration. In dispatching workmen under the provisions of this subparagraph 301.5.2 preference in the order in which their names appear on the list shall be given to those workmen whose designations

correspond to the classifications for which the Contractor has requested workmen. The Union shall use its best efforts to furnish the number of qualified and competent workmen according to the request of the Contractor. If the Union is unable to furnish qualified workmen within twenty-four (24) hours after a Contractor calls for them, the Contractor shall be free to procure workmen from any other source or sources. He shall in such event, promptly notify the local union in the areas where the job is located of the names and addresses of workmen so hired.

302 The individual Contractor is the judge as to the competence of all his employees and applicants for employment. All employees must perform their work to the satisfaction of the Contractor. No employee shall be discharged or discriminated against for reasons of sex, age or race or for activities in behalf of, or in representation of, the Union not interfering with the proper performance of his duties. Any discharge may be subject to the grievance procedure. The first five (5) days of employment of any employee shall be a probationary period during which time any termination will not be challenged.

303. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements.

304. For each workman furnished, the Union shall send to the Contractor with the workman, or by mail, a written referral slip. The Contractor shall have the right to reject any workman referred by the Union for any reason. The Contractor may discharge any employee for just cause which the Contractor may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

304.1 New employees on their first day of work shall be paid from the time of job arrival provided there has been an eighteen (18) hour advance request made for said workman. Otherwise he will be paid from the beginning of the shift.

305. Employees employed by one (1) or more of the Contractors for a period of eight (8) days continuously or accumulatively from the date of employment or the date of this Agreement, whichever is later, shall be or become after the eight (8) day period members of the Union and shall remain members of the Union as a condition of continued employment. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership in the Union.

305.1 The individual Contractor shall not be required to discharge any employee pursuant to this section until a written notice from the Union of such employee's non-compliance with

this section, stating all pertinent facts showing such non-compliance, shall have been served upon such individual Contractor.

306. Employees employed by the Contractor pursuant to the terms of this Agreement shall not be removed or transferred by the Union signatory hereto or any of its Local Unions covered by the terms of this Agreement unless the prior approval of the Contractor has been obtained.

307. Transfer: An employer may transfer employees, within the area of the Agreement, who have been employed by the individual Contractor desiring to make such transfer anytime within the preceding thirty (30) working days prior to such transfer.

ARTICLE IV

STRIKES, LOCKOUTS AND JURISDICTIONAL DISPUTES

401. It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedures set forth in Article VI and that during the term of this Agreement the Union shall not cause or engage in, sanction or assist in a strike against, or any slow-down, or stoppage of work of the Contractor. During the term of this Agreement, a Contractor shall not cause or permit any lockout of the employees covered under this Agreement.

402. Except as otherwise provided in this Agreement, there shall be no strike, lockout or work stoppage by any party signed hereto or any individual Employer.

403. No employee covered hereby may be discharged by an individual Employer for refusing to cross a primary picket line sanctioned by the Building and Construction Trades Council, or the Local Union in the area or for engaging in any conduct protected by Section 7 of the National Labor Relations Act.

403.1 If work on a project is declared to be unfair as the result of a primary dispute by a Building and Construction Trades Council in the area and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement, if during the period of said work stoppage, the members of the Union fail to perform their work for the Contractor or their subcontractors.

404. During the term hereof, there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union and that all employees covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of other organizations affiliated with the Building and Construction Trades Department, AFL-CIO, or the International Brotherhood of Teamsters of America without regard to past, present or future disputes or jurisdictional claims.

405. When making work assignments, the Contractor shall assign the work in accordance with existing inter-craft agreements. Decisions of Record from the Plan for the Resolution of

Jurisdictional Disputes through the National Building Trades will be considered "inter-craft" agreements for the purposes of assigning work under this Agreement. In the absence of such inter-craft Agreements, then past practice or the prevailing practice in the locality shall apply. The Unions will furnish the Association with approved inter-craft Agreements. The locality for the purpose of determining the prevailing practice shall be defined as the geographical area covered by this Agreement. If a dispute arises prior to the assignment of work, or where there is no predominant practice in the locality or inter-craft agreement, the Contractor shall consult

the representatives of the contesting trades regarding any arguments of facts the trades may wish to present to their claim to the work. Craft jurisdiction is neither determined nor awarded solely by classifications or coverage descriptions appearing in this Agreement.

406. The parties hereto agree that where a problem develops involving Unions not signatory to this Agreement, the representatives of the Unions involved will meet with the representatives of the contractors to resolve the particular problem. Any resolution by the Unions shall be put into effect immediately.

407. Jurisdictional disputes which cannot be resolved at the local level shall then be referred to the International Unions involved for determination and the work shall proceed as assigned by the Contractor until such determination by the International Unions has been confirmed to the disputing Unions and the Contractors.

ARTICLE V

SUBCONTRACTING, EMPLOYEE RIGHTS, UNION STANDARDS AND WORK PRESERVATION

501. The purposes of this Article are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workmen.

502. DEFINITION OF SUBCONTRACTOR:

A subcontractor is defined as any person (other than an employee covered by this Agreement), firm or corporation, holding a valid state contractor's license where required by law, who agrees orally or in writing to perform, or who in fact performs for or on behalf of an individual Contractor or the subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.

503. Neither the Contractor nor any of his subcontractors shall subcontract any work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work coming within the jurisdiction of the Union except to a person, firm or corporation signed to an appropriate current labor agreement with the Union.

504. Any dispute involving this Article will be resolved under the grievance procedure of this Agreement. An award of the Cement Masons' Joint Adjustment Board may be judicially

enforced. Notwithstanding any other provisions of this Agreement, the Union shall not have the right to use strike or any other economic action to enforce any provisions of this Article on subcontracting.

505. The Contractor shall provide in his contract with the subcontractor the following provisions: "The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article IV of this Agreement. The subcontractor agrees that he will bind his subcontractor to said procedures in the same manner and to the same effect as provided with respect to him."

506. The Contractor and his subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his subcontractors to refrain from the use of materials, supplies or equipment, which use will tend to cause any discord or disturbance on the project.

507. In the event the Contractor is required to subcontract work on a public works project to a certified MBE/WBE/DBE subcontractor to meet requirements contained in governmental rules or regulations, the Union will sign an agreement with such subcontractor.

ARTICLE VI

PROCEDURES FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

601. The Craft Steward, if any, is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business agent or special representative, who shall immediately attempt to adjust said grievance or dispute with the Contractor or his representative.

602. In cases of violation, misunderstanding or differences in interpretation of this Agreement by either party, there shall be no cessation or stoppage of work, except as in the case where the Employer or subcontractor or a subcontractor of a subcontractor fails to pay wages or is delinquent in contributions to any Trust Fund established under this Agreement. No dispute, complaint or grievance shall be recognized unless called to the attention of the individual Contractor or by the Contractor to the Union within fifteen (15) days after the Union or the involved employee or Contractor had knowledge or reasonably should have had knowledge of the occurrence of the facts giving rise to the alleged violation except on notice of discharge in which case it shall be within seven (7) working days after notice.

602.1 In the event that the Joint Adjustment Board shall fail to convene within seven (7) days, for lack of Union representation then time shall be suspended with respect to any damages accruing herein, and shall commence to run when the Joint Adjustment Board convenes.

603. In the event a grievance or dispute cannot be satisfactorily adjusted on the job between the representative of the Union and the Contractor, or his representative, within twenty-four (24) hours, then the same may be referred to the Cement Mason Craft Joint Adjustment Board.

604. There is hereby established a Cement Mason Craft Joint Adjustment Board, to be composed of two (2) regular and two (2) alternate representatives of the Contractors and two (2) regular and two (2) alternate representatives of the Union. The Cement Mason Craft Joint Adjustment Board shall have authority to perform the functions set forth in Paragraph 801, Article VIII and this Article VI of this Agreement. Each of the parties shall, within ten (10) days after the execution of this Agreement, appoint its representatives and immediately notify the other party, in writing, of the name and business address of each representative appointed. The Cement Mason Craft Joint Adjustment Board shall thereafter meet within ten (10) days, select its Chairman and Secretaries, adopt its rules of procedure, and thereafter it shall meet at the call of the Chairman.

605. The Cement Masons Craft Joint Adjustment Board shall meet and act, by majority vote, upon such matters referred to it, but, in no event later than thirty (30) working days after the referral. A decision shall be rendered within three (3) working days after the Cement Masons Craft Joint Adjustment Board meets. In the event no majority decision can be reached within three (3) working days, or if either party disagrees with the decision made, then either party may, within five (5) working days, request the Federal Mediation and Conciliation Service to furnish the names of five (5) persons qualified to act as Impartial Chairman. When said list has been presented, the representatives of the Contractors and the representatives of the Union comprising the Cement Mason Craft Joint Adjustment Board shall each have the choice of rejecting two (2) names of the five (5) persons listed. The remaining, or fifth person, shall be selected as Chairman within five (5) days. The Joint Adjustment Board and the Impartial Chairman shall meet and render a decision within forty-eight (48) hours thereafter. The time limits specified in this paragraph may be extended by mutual agreement. Any and all decisions reached at any step of the grievance procedure which have not been appealed within the prescribed time limit, made by the Cement Masons Craft Joint Adjustment Board or the Impartial Chairman shall be final and binding upon both parties to this Agreement.

606. All expenses incurred and approved by the Cement Mason Craft Joint Adjustment Board, including the fees and expenses of the Impartial Chairman, necessary for the consideration and determination of the grievance or dispute submitted to it, shall be borne by and divided equally between the Union and the Contractors.

607. No jurisdictional disputes shall be submitted for determination to any grievance procedure provided in this Article.

608. All grievances, or disputes, other than jurisdictional disputes, arising out of the interpretation or application of any of the terms or conditions of this Agreement shall be submitted for determination and shall be determined by the procedure set forth in this Article VI but no grievance body established under this Agreement, including the Cement Mason Craft Joint Adjustment Board and the Impartial Chairman, in determining any grievance, shall have the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement, except that the Cement Mason Craft Joint Adjustment Board shall function with respect to the use of classifications and wage rates as provided in Paragraph 801, Article VIII of this Agreement.

ARTICLE VII

CRAFT STEWARD AND BUSINESS REPRESENTATIVE

701. The Union business agent or special representative shall have access to the project during working hours and shall make every reasonable effort to advise the Contractor or his representative of his presence on the project.

702. The craft job steward, if any, shall be a working employee appointed by the Union, who shall, in addition to his regularly assigned work, be permitted to perform during working

hours, such of his steward duties as outlined in Paragraph 705, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative, in writing, of the appointment of a craft job steward, and send a copy to the Contractor's home office address.

703. It is recognized by the Contractor that the employee selected as the job steward shall remain on the job as long as work is being performed in a classification in which he is qualified to perform, except under the following conditions:

703.1 It will not be necessary to retain the job steward for overtime work, when the crew to which the steward is assigned is not required to perform the overtime work.

703.2 At the completion of the job, the Contractor shall not be required to retain the steward in lieu of the foreman or key man upon reduction in force.

704. The Contractor or his representative, before laying off, or discharging the job steward for any cause other than stated in Paragraph 705 shall notify the Union in writing of his intent to do so two (2) full working days prior to such intended layoff or discharge. The Contractor or his representative will meet with the representative of the Union during this two (2) day period and attempt to resolve the matter. The job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Article, or without just cause.

705. To promote harmony between the Union and the individual Contractor, the craft job steward shall be limited to and shall not exceed the following duties and activities:

705.1 Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.

705.2 Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.

705.3 Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a referral.

705.4 Report to the Contractor's designated representative any work belonging to his craft being done by non-dispatched men or workmen of another craft.

705.5 Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Contractor's designated representative.

705.6 Make a complete job check during working hours no more often than once a week.

705.7 Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Contractor and the craft job steward prior notice.

705.8 Report any reckless or unsafe employees covered by this Agreement on the jobsite to the Contractor's designated representative or his Business Representative.

705.9 The craft job steward shall not:

705.9.1 Stop the Contractor's work for any reason.

705.9.2 Tell any workman or any employee covered by this Agreement that he cannot work on the job.

705.9.3 Initiate any physical altercation with any person on the jobsite.
706. Infraction of any of the rules in subparagraphs of 705.9 shall be cause for immediate dismissal of the craft job steward without any prior notice and this shall be the exclusive remedy for a violation of this section.

707. Any dispute in connection with this Article VII shall be referred to the grievance procedure outlined in Article VI of this Agreement.

ARTICLE VIII

CLASSIFICATIONS

801. Should the Contractor or subcontractors, as defined in Article I, Paragraph 101, and Article V Paragraph 502 of this Agreement, employ employees in the performance of work covered by this Agreement in occupations or upon equipment which is not covered by one of the classifications herein specified, such employment shall, within three (3) working days after a work assignment is made or the equipment is operated, be temporarily classified by the Contractor Association and the Union under the classifications contained herein which will more nearly fit the particular character of the employment. Temporary classifications and wage rates shall be immediately referred to the Cement Mason Craft Joint Adjustment Board which shall, at its next meeting, review and recommend usage of the proper classifications and wage rates. Either party shall thereafter have the right to submit a dispute under this section in the manner set forth in Article VI of this Agreement.

802. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Contractor; provided that if a Contractor, in determining the number of employees or the number of classifications of employees, shall lessen the number of employees or the number of classifications customarily used to perform any such operation, the Union may have the issue of such reduction in employees or in classifications determined by the grievance and arbitration procedure provided in Article VI of this Agreement. In determining such disputes, consideration shall be given to the necessity for additional employees or classifications as well as to other pertinent factors.

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 AND REST 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, President's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If Christmas or New Year's should fall on Saturday, the Friday preceding shall be considered a legal holiday. 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.

902. PAYMENT OF WAGES

902.1 All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift.

902.2 When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day five (5) days per week, until the time such payment has been made.

902.3 An employee who quits or refuses to work shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. If the employee has previously authorized electronic payment of wages, payment of the final check may also be made by electronic deposit as long as it meets the time criteria specified in this Article. In the event these stipulations are not met, he shall receive waiting time as noted above.

902.4 If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.

902.5 When Employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.

902.6 The Employer shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for workmen's compensation benefits.

902.7 When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

903. MEAL PERIOD

Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half (1/2) hour meal period, they shall be paid an amount equal to one (1) hour at his/her applicable hourly wage rate excluding fringe benefits, in addition to their normal straight time shift period of eight (8) hours. When an employee is required to work overtime for more than

three (3) hours after his regular shift, he will be entitled to a one-half (½) hour meal period at the end of the three (3) hours without loss of pay and an additional one-half (½) hour meal period each five (5) hours thereafter, without loss of pay. In the event an employee is required to work through any overtime meal period, then the employee shall be paid an amount equal to one (1) hour at his/her applicable hourly wage rate excluding fringe benefits. Meal periods may be staggered to meet job requirements.

904. REST PERIODS

The parties to 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 alleged violations of this Wage Order and the time limitations of Article VI shall apply.

905. HEAT ILLNESS PREVENTATIVE COOL-DOWN RECOVERY PERIOD

A heat illness preventative cool-down recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL OSHA requirements. A recovery period may be integrated with a rest period. The grievance process in Article VI shall be the exclusive method of resolving all alleged violations of this heat illness prevention procedure and the time limitations of Article VI shall apply.

906. The individual employers covered by the Agreement are not required to make payment to fringe benefit contributions for each hour paid to employees associated with California Labor Code penalties and/or meal, rest, and heat recovery period penalties. It is further agreed and understood by the parties that the meal, rest and heat recovery period terms and conditions shall not be altered, changed or modified in any way by this understanding, except that any alleged meal, rest and heat recovery period violations shall be processed through the grievance procedure.

907. GRIEVANCE OF DISPUTES

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. "A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement." United Steelworkers of America. v. Warrior

& Gulf Nav. Co., 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). D.R. Horton, Inc. v. N.L.R.B., 737 F.3d 344, 361 (5th Cir. 2013) ("[W]e discern [ ] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause." Citing, Blessing v. Freestone, 520 U.S. 329, 343, 117 S. Ct. 1353, 137 L.Ed.2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that "[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy... imposed on individual employees by the employer as a condition of employment." D. R. Horton Inc., 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator's knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provides a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

A. ARBITRATION OF EMPLOYMENT RELATED CLAIMS.

Any dispute, complaint or grievance alleging a violation of the Master Labor Agreement shall be processed through the Procedure for Settlement of Grievance and Disputes in Article VI, and the Local Union and Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant such Article. In addition, any dispute, complaint or grievance concerning a violation of, or arising under, Industrial Welfare Commission Wage Order 16 ("Wage Order 16") that is subject to the Procedure for Settlement of Grievance and Disputes in Article VI by operation of Wage Order 16 and exemptions contained therein for employees covered by collective bargaining agreements shall remain subject only to Article VI and shall not be subject to this Section 907. Disputes, complaints or grievances within the scope of this paragraph and Article VI shall be referred to as "Contractual Disputes".

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee claims or disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code sections 2699(f) and 2699.5 as amended, the California Private Attorneys General Act set forth in California Labor Code, Division 2, Part

13, Section 2698, et seq. ("PAGA") all derivative claims under Cal. Bus. & Professions Code section 17200, et seq., all associated penalties and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter "Statutory Dispute" or "Statutory Disputes") shall be redressable within this Section 907. All Statutory Disputes shall be subject to and must be processed by the employee, not the Local Union or Union, pursuant to the procedures set forth in this Section 907 as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein,

Statutory Disputes (a) shall not be redressable under PAGA, the provisions of which are hereby expressly waived, and (b) shall also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Master Labor Agreement which are deemed Contractual Disputes). This Section 907 shall not apply to claims before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers' Compensation.

In addition to the statutory claims listed above, the parties have also agreed to provide for final and binding arbitration of any and all claims that could be asserted under all local, state and federal antidiscrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, and the California Family Rights Act. All claims for discrimination, harassment or retaliation in employment on the basis of race, age, sex, gender, religion, national origin, alienage, religion, marital status, sexual orientation, disability, or any other basis that is protected under any of those laws, as well as all related or similar claims {including but not limited to those for wrongful termination in violation of public policy, intentional infliction of emotional distress, violation of 42 U.S.C. section 1981, and retaliation in violation of Labor Code section 1102.5), shall be resolved exclusively under and in accordance with the procedure for settlement of grievances and disputes set forth in this Section 907 to the Agreement and not in a court of law. The agreement to arbitrate such claims shall also include those asserted against any of the Employer's, employees, officers or owners.

Pursuant to California Labor Code Section 2699.6, the Parties hereby expressly and unambiguously waive the provisions of the California Private Attorneys General Act (PAGA), Labor Code Section 2698, et seq., and agree that none of the provisions of the statute apply to any of the employees covered by the collective bargaining agreement between the undersigned Parties (the "Agreement"). The Parties further agree that this Agreement prohibits any and all violations of the California Labor Code sections identified in Labor Code §§ 2699.5 and 2699(f) as well as any others that would be redressable by PAGA, and that such claims shall be resolved exclusively through the Grievance Arbitration procedure contained in this Agreement and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner.

This Agreement shall apply to any representative PAGA claims and class claims that arise during the term of the Parties' current Master Labor Agreement, regardless of when they were filed with any court or administrative agency;_provided that the Contractor is bound to an extended, renewed or successor Master Labor Agreement if such claims are filed after the termination of this Master Labor Agreement. An arbitrator presiding over an arbitration conducted pursuant to this Section 907 arbitration procedure shall have the authority to make

an award of any and all remedies otherwise available under the California Labor Code, except for an award of penalties that would be payable to the Labor and Workforce Development Agency.

B. PROCEDURE FOR ARBITRATION OF DISPUTES.

No Statutory Dispute subject to this Section 907 shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in the Procedure for Settlement of Grievance and Disputes in Article VI or (ii) the time provided for under the applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee, not the Local Union or Union, in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Section 907, the grievance shall not be heard by the Joint Adjustment Board, but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article VI shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes and Mediation Procedures. Unless the parties proceeding to an arbitration agree otherwise, they shall request that only lawyers and retired judges be included on all panels of arbitrators offered to the parties. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee's ability to pay. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, or if there is a written agreement providing for an award of costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees of costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Local Union or Union shall not be a party to the arbitration of Statutory Disputes, and shall bear no costs or fees of the arbitration.

The parties agree that the Arbitrator, shall have exclusive jurisdiction with respect to pre-hearing discovery, including the resolution of any discovery disputes, in the arbitration of a Statutory Dispute.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. This authority includes all remedies available under the California

Labor Code provided that nothing in this Section 907 authorizes the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency. The Arbitrator shall state the reasons for the arbitration decision. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors.

ARTICLE X

SAFETY, DRUG TESTING, PARKING, DRINKING WATER, JOBSITE TRANSPORTATION, SIGNING OF DOCUMENTS

1001. SAFETY

The Union shall cooperate (1) with the individual Contractor and with each other in carrying out all of the individual Contractor's safety measures and practices for accident prevention; and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

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 worker 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 and 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. DRUG TESTING

The parties recognize the problems which drug and alcohol abuse have created within the construction industry and have reached formal agreement on a Memorandum of Understanding on Drug Abuse Prevention and Detection and Drug Screening. Any testing program implemented by an individual Employer must conform to the provisions of the Memorandum of Understanding agreed upon by the parties.

1003. 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.

1004. 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.

1005. 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.

1006. 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 Agreement, without giving notice in writing to the other party and allowing ten (10) days thereafter to such other party for redress or correction. Nothing contained in this Section shall be deemed to limit the right of the Unions under Article IV of this Agreement.

ARTICLE XII

EXISTING AND OTHER AGREEMENTS

1201. In the event the Union establishes special conditions for work covered under this Agreement when performed in specified areas covered by this Agreement, those same conditions shall be made available to any Employers who wish to perform that designated work in that same area.

1201.1 The provisions of this paragraph will not apply to any Special Project Agreements which may be negotiated in any area covered by this Agreement.

1201.2 The Union will promptly notify the Employer, in writing, of any special conditions which are negotiated in any specified area covered by this Agreement between the Union and any Employer or group of Employers.

ARTICLE XIII

General Savings Clause

1301. It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, ruling or regulations, the remainder of this Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Contractors and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void they will then promptly enter into lawful

negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations, the parties agree to submit the issue to final and binding arbitration. Selection of an arbitrator shall be made in the manner prescribed in Article VI of this Agreement. The Arbitrator shall render decisions only on the specific issue submitted to him, and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the Arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the Arbitrator shall be final and binding on the parties. The no-strike, no-lockout provisions of Article IV shall not apply if either party fails to comply with the decision of the Arbitrator.

ARTICLE XIV

TERM, TERMINATION AND RENEWAL

1401. The term of this Agreement is July 1, 2025, to June 30, 2028, and from year to year thereafter unless either the Union or the Associations give written notice received by the others no less than sixty (60) days prior to June 30, 2028 or sixty (60) days prior to June 30 of any subsequent year, of a desire to change, amend, modify or terminate the Agreement.

ARTICLE XV

EQUAL EMPLOYMENT OPPORTUNITY

1501. The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of race, religion, color, sex, age, national origin, or ancestry and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to Union membership.

1502. In the event the Union is unable to refer applicants for employment to an Employer in sufficient number, or sufficient type, from the minority groups represented within the local area as may be necessary to enable the Employer to fully comply with minority hiring requirements imposed by his construction contract with any Federal, State or governmental body, commission or agency, or to enable the Employer to fully comply with all Federal and State laws, Presidential Executive Order, regulations, rules, directives or orders which cover minority hiring and which are applicable to the Employer, then in any such event the Employer shall be free to directly recruit from any source such number of minority applicants acceptable to the Employer as may be necessary to satisfy the Employer's needs to effect such compliance.

1503. It is understood, the Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law; the construction project number; and a copy of the compliance order.

ARTICLE XVI

WORKING RULES

1601. The following working rules shall govern the employment of employees performing any work under the terms of this Agreement.

1601. 1 Method of Delivery of Notices - The method of delivery of notices required in 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.

1602. SINGLE SHIFTS:

1602.1 Eight (8) consecutive hours, exclusive of meal period, between 5:00 A.M. and 5:00 P.M. shall constitute a day's work. Forty (40) hours, Monday 5:00 A.M. through Friday 5:00 P.M., shall constitute a week's work provided that if the starting time is changed during the course of the work, notification shall be furnished to the Local Union in the jurisdiction where the work is being performed twenty-four (24) hours in advance.

1602.2 The starting time of single shifts shall be at 5:00 A.M., 5:30 A.M.,6:00 A.M.,6:30 A.M., 7:00 A.M., 7:30 A.M., or 8:00 A.M., Monday through Sunday. Starting time may be changed to meet job requirements, including maximum utilization of day light hours. Staggered starts may be implemented within two (2) hours after the initial start time, and up to four (4) hours, if approved through Work Recovery, which request may be submitted at any time, either before or during the course of the project. All employees assigned to staggered starts are guaranteed their full shift. Twenty-four (24) hour notice shall be given to the Union, in cases of deviation from the original starting time.

1602.3 All time worked before 5:00 A.M. and after 5:00 P.M., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed or hours paid on Saturdays, Sundays, and holidays, shall be paid at the appropriate overtime rate.

1602.3.1 Overtime Rates: For work performed on Monday through Friday, the first eight (8) hours worked shall be at the straight time rate. The next four (4) hours shall be at the overtime rate of time and one-half (1 1/2). Any work over twelve (12) hours shall be at the overtime rate of double (2x) time. For work performed on Saturdays, except for Saturday makeup days as provided in Paragraph 1603.6, the first twelve (12) hours shall be at the overtime rate of time and one-half (1 1/2). Any work performed over twelve (12) hours will be at the overtime rate of double (2x) time. For time worked on Sundays or recognized holidays, all hours will be at the overtime rate of double (2x) time.

1602.4 When so elected by the Contractor, four (4) consecutive ten (10) hour days may be worked from Monday through Thursday, or Tuesday through Friday at the straight time rate. Ten (10) consecutive hours, exclusive of meal period, between 5:00 A.M. and 5:00 P.M., shall constitute a day's work. Forty (40) hours Monday, 5:00 A.M. through Thursday 5:00 P.M., or Tuesday 5:00 A.M. through Friday 5:00 P.M., shall constitute a week's work.

1602.4.1 It is understood that if any employee's shift is changed, during a particular week, from a ten (10) hour shift to an eight (8) hour shift the 5-8's overtime provision as set forth in 1602.3 shall apply and the employee will be paid at the appropriate rate or rates for the entire week.

1602.4.2 The Contractor shall notify the Union in advance in writing of any change from an eight (8) hour shift to a ten (10) hour shift, or from a ten (10) hour shift to an eight (8) hour shift. Employees shall be given a rest period of not less than seven (7) hours between the termination of any shift and the commencement of work on another straight time shift. If the employee does not receive the required seven (7) hours rest period, they shall be paid at the applicable overtime rate until they have received seven (7) hours rest off the jobsite.

1603. MULTIPLE SHIFTS:

1603.1 When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, Saturdays and Sundays excluded for this notification. Contractors shall have the right to designate the craft or crafts on any project or portion thereof, who shall work on a multiple shift basis, provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single-shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the appropriate overtime rate. In no event shall the regular hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour except when a special shift is established in accordance with Paragraph 1605 Special Shifts.

1603.2 It is understood that a single and a multiple shift may work concurrently on a project.

1603.3 When two (2) or three (3) shifts are worked, the first and second shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours of straight time shall be paid Monday through Friday and the third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for, after seven (7) hours worked or paid for, on the third shift, in one (1) day on Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate.

1603.4 Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours or hours paid for shall be paid for at the appropriate overtime rate, except as provided in Paragraph 1603.5.

1603.5 The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

1603.6 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 employee 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 and the employee(s) of the necessity and reason for a make-up day. Hours worked on Saturday shall be paid at the straight time rate, up to eight (8) hours on Saturday or when the employee has worked a total of forty (40) hours

in the work week. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay. A violation of this provision shall be subject to the grievance procedure.

1604. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting and quitting times for any of the above shift arrangements.

1605. SPECIAL SHIFTS

1605.1 When the Contractor notifies the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside, or in addition to, the regular day shift due to safety conditions or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours' pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate. In addition, when the above conditions exist and it is necessary to begin or end a shift during the hours specified in Paragraph 1603.5 of this Article (for Sunday work), but no earlier than 8:00 P.M. Sunday, in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and holidays shall be paid for at the appropriate overtime rate. This paragraph does not allow work in excess of forty (40) hours per week without payment of overtime. It is agreed, however, in the operation of this shift, no employees will lose a shift's work.

1605.2 When maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at a time designated by the operations of the establishment, Monday through Friday, and employees on this shift will work eight (8) consecutive hours exclusive of meal period, for which they will receive eight (8) hours' pay at the straight-time rate.

1606. TIDE WORK SCHEDULE:

The following provisions shall apply to employees on jobs working a single shift only:

1606.1 When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable, regular straight-time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 5:00 A.M. and 5:00 P.M., shall be paid for at the applicable straight-time rate, and time in excess of eight (8) hours worked between 5:00 A.M. and 5:00 P.M. and any time worked before 5:00 A.M. or after 5:00 P.M. shall be paid for at the applicable overtime rate.

1606.2 When employees are called out to work broken time or tide work on Saturdays, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

1607. EMERGENCIES:

1607.1 When it is mutually agreed that an emergency exists, such as earthquakes, floods

or fire, starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. All other terms and conditions of this Agreement shall apply.

1607.2 When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:

1607.3 If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours' pay and subsistence at the applicable rate.

1607.4 In order to qualify for this two (2) hours' pay (and subsistence if applicable) the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives pay unless released sooner by the Employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

1608. SATURDAY, SUNDAY, AND HOLIDAYS:

Any time worked on Saturday, Sunday or holidays outside of the shift hours provided in this Agreement shall be paid for on the basis of the actual hours worked at the overtime rate, except that any employee reporting for work at the stipulated time and for whom no work is provided shall receive pay for two (2) hours at the overtime rate, any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay at the overtime rate, and if an employee works more than four (4) hours, he shall be paid for the actual hours worked at the overtime rate.

1609. SHOW-UP TIME:

Any workman or employee reporting for work at the regular starting time for whom no work is provided shall receive pay for two (2) hours at the stipulated rate and all fringe benefits for his classification for so reporting unless (1) he has been notified before the end of his last preceding shift not to report; or (2) the employer notifies the employee by phone not to report no less than three (3) hours prior to starting time; or (3) during a period of inclement weather, the Contractor has instructed the employee to call a designated job number provided to him for instructions concerning reporting to the job site and the employee has either failed to do so or the employee called and was instructed not to report; and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay: and all fringe benefits for his classification and, if more than four 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 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 employees are not required or requested to remain on the project by the Employer or his agent. Workmen or employees referred under Article III of this Agreement to the Employers' job who arrive in an unfit condition for work without proper tools, credentials, including proper documentation as set forth on INS I-9 Form, or who are not ready to go to work or who are not otherwise qualified shall not be paid show-up time, or subsistence. The employee shall furnish the Employer with his current address and phone number, if any. The Employer shall furnish the employee with the Employer's current address and telephone number at the time of

employment. Cement Masons who voluntarily quit, or refuse to work, shall receive pay only for hours worked.

With respect to Section 1602.4, any employee who reports for work and for whom work is provided shall receive not less than five (5) hours' pay, and, if more than five (5) hours are worked in any one (1) day, shall receive not less than ten (10) hours' pay, except, however, if after five (5) hours the project or portion thereof is shut down, the employee, or employees, affected by such shut down shall receive pay for the actual hours worked.

1609.1 If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours' pay and subsistence at the applicable rate.

1609.2 In order to qualify for this two (2) hours' pay (and subsistence if applicable) the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives pay unless released sooner by the Employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

1610. COMMUTE TIME:

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 seventy-five dollars ($75.00) per scheduled work day. 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 Barbara Island	Santa Cruz Island
Santa Rosa Island	San Clemente Island	Arch Rock
Anacapa Island	Santa Catalina Island	San Nicholas Island
(Channel Island Monument)	Richardson Rock	

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.

1612. TOOLS:

The Contractor shall provide, at each jobsite, a tool shed or other adequate storage space for the storage of Cement Masons' tools. Loss of tools resulting from a violation of this paragraph shall be subject to the grievance procedure.

1612.1 Cement Masons shall not furnish or transport any power tools, Fresno trowels, or troweling machines or other tools such as tamps. Cement Masons, at the discretion of the Contractor, shall be required to furnish or transport customary hand tools, which shall be construed to be the tool set listed herein as a guideline only:

Hard Hat
Work boots
12", 14", 18", and 20" Finishing Trowel
Pointer or Margin Trowel
Mixing (dipping) Trowel
Hand Joiners (curb or sidewalk)
16" Wood or Laminated Float and Sponge Float
Carborundum Hand Stone 6" x 2" x 2"
1/4", 1/2", 3/4", Radius Hand Edgers
3/4" Radius Nose and Cove Step Tools
3/4" Radius Nose and Cove Curb Tools
Cotton and Rubber Gloves
Rubber Boots (4 Buckle or better)
Knee Pads, Pair of Knee Boards and Sliders
Hand Saw (Disston or equal)
Claw Hammer, Sledge Hammer or Stake Maul
Chalk Line
Nail Apron
Cold Chisel
25' or 30' Measuring Tape and Engineer's Tenth Tape
Hand Level 24" or longer and Torpedo Level

All applicable cement, finishing hand tools shall be Marshalltown or equal.

1612.2 Special Tools: Special tools and all tools other than tools customarily furnished

by the Cement Masons shall be furnished by the Contractor, including walking tools, all tools larger than three-quarters (3/4) inch radius, mission jointer and step corrugator.

1612.3 It shall be considered a violation of this Agreement for the Contractor to rent equipment from Cement Mason employees or to make employment conditioned upon providing or furnishing equipment.

ARTICLE XVII

FOREMAN / GENERAL FOREMAN

1701. The selection of the Cement Mason employee who will be Cement Mason Foreman is at the sole discretion of the Contractor. It is understood that a Cement Mason Foreman shall be an employee of his craft and shall receive the Cement Mason Foreman's wage rate. Such Cement Mason Foreman may work with the tools of the trade. Only Cement Mason Foremen who normally work with the tools of the craft during straight-time periods, in addition to the performance of Cement Mason Foreman duties, may work with the tools of the craft during overtime periods. It is understood that in certain cases, by reason of custom and practice established by the parties hereto, a craft foreman may be foreman over the work and workmen of more than one craft. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article VI of this Agreement on the basis of such custom and practice.

1702. Employees not covered by this Agreement, as set forth in Paragraph 201 of this Agreement such as superintendents, assistant superintendents or master mechanics, shall not act in the capacity of a craft foreman or work with the tools of the Union signatory to this Agreement, except in case of emergency.

1702.1 Any person working with the tools of the trade shall be covered by all terms and conditions of this Agreement including the provisions of Paragraph 201 of this Agreement as is legally permissible (or) except for Trust Fund restrictions on participation.

1703. When three (3) or more Cement Masons are employed on a job, one (1) shall be employed as a Foreman and shall receive Foreman scale of wages and use the tools of the trade.

1704. General Foreman shall receive no less than one dollar ($1.00) an hour more than the hourly Cement Mason Foreman wage rate. Nothing herein shall require the employment by an Individual Employer of a General Foreman either generally or on specific projects.

ARTICLE XVIII

APPRENTICE TRAINING

1801. The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in full conformity with Section 1777.5 of the Labor

Code of the State of California governing employment of apprentices upon public work. Apprentices shall be employed in accordance with the standards as established by the Cement Masons' Joint Apprenticeship Committee. The Contractors will appoint members to the Joint Apprenticeship Committees and participate in their activities.

1802. For all work, the Contractor may employ a ratio of apprentices to Journeymen of not more than one (1) apprentice to one (1) Journeyman, calculated at the end of the job. There must always be journeyman supervision of apprentices and it is never appropriate to have apprentices working without journeyman supervision. This ratio shall apply to work bid after July 1, 2009 or where the project is not subject to a bid process, where the contract for the work is entered into or the contract is executed after July 1, 2009. The minimum ratio of one (1) apprentice hour for each five (5) Journeyman hours established by the Labor Code remains unchanged. It is understood that the limited transfer provisions of Paragraph 307 will not apply to the first apprentice who becomes a member of the job crew.

1803. Contractors shall contribute the amount designated in Attachment 1 to this Agreement for all work covered by this Agreement into the Cement Masons Joint Apprenticeship Trust.

1804. The parties agree that the apprenticeship Trustees should spend the available apprenticeship monies for apprenticeship training as recommended by the Joint Apprenticeship Committee provided such recommendations are in accordance with the terms of the Trust.

ARTICLE XIX

HEALTH & WELFARE

1901. Contractors signatory to this Agreement agree to pay to the Cement Mason's Southern California Health and Welfare Plan, covering Cement Mason Local Unions 500 and 600 affiliated with the Southern California District Council of Operative Plasterers and Cement Masons International Association, AFL-CIO, at its principal Trust Office located in the county of Los Angeles, California the sum designated in Attachment No. 1 of this Agreement for each hour worked by employees or for which they receive pay, for all employees covered by this Agreement.

1901.1 In the event of a National Health Plan, the Union and the Contractors shall meet to discuss and evaluate the cost impact upon the Contractors by the National Health Plan.

1901.2 The Union and the Contractors shall devise a payment plan that conforms to Section 1901.1 so that there will be no additional cost for Health and Welfare above the amount the Contractor is obligated to pay under the Master Labor Agreement.

1902. The participation of the Contractor in the above-cited Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the terms of the Trust, whichever shall be the greater. (This money paid into the Health and Welfare Trust Fund is to be used for health and welfare benefits, pursuant to that certain Trust Agreement

referred to for convenience as the Cement Masons Southern California Health and Welfare Plan.)

1903. The parties mutually recognize the cost of providing health and welfare coverage has significantly increased over time and is projected to continue to increase in the future. As a means of containing costs, the parties agree to explore the feasibility of merging the Cement Masons Southern California Health and Welfare Plan with a compatible Health and Welfare Fund(s). In the event a compatible fund is found, and it is in the best interest of the current Plan Participants, the Plan Sponsors will take the necessary legal steps to accomplish such a merger. This provision is intended to provide the Plan Sponsors with the discretion to research and possibly merge the Southern California Health and Welfare Fund, but is not a contractual commitment subject to grievance and arbitration under the Collective Bargaining Agreement. Any action to merge the Health and Welfare funds first requires approval by the Bargaining Parties.

1904. The Parties agree to a Letter of Agreement regarding the implementation of a wellness program for the Health & Welfare Plan as follows: "Letter of Agreement - Effective this 1st day of July, 2017, the collective bargaining parties have met and have agreed to direct the Cement Mason's Southern California Health and Welfare Plan (Plan) board of trustees to establish a cost effective and incentive based "wellness program" during the term of the new 2017-2021 Master Labor Agreement. The "wellness program" shall be designed to engage, to educate, and to encourage proactive health care measures by participants in the Plan and with the intent to provide cost savings for the Plan. The board of trustees shall have fiduciary discretion on the expenditures to establish the "wellness program" in the Plan."

1905. ADR PROGRAM:

The parties agree that it is in the best interest of the industry to participate in an Alternative Disputes Resolution ("ADR") program for workers' compensation claims. To that end, the parties agree to participate in the Operating Engineers Workers Compensation Trust Fund ("WCTF") or such other ADR program as may be mutually agreed upon at a later time. The Employers and Unions hereto approve of and consent to, the appointment of Trustees designated by the WCTF Trust Agreement and agree to be bound to all terms, conditions, provisions, privileges and obligations provided for by such trust agreement as it is now or may be subsequently amended. Two cents ($0.02) from WCTF will be allocated to the ADR program.

1905.1 The Cement Mason's Southern California Health and Welfare Plan shall, at all times be maintained by its Trustees in compliance with all applicable provisions of the Affordable Care Act and other laws and, in particular, shall satisfy the conditions needed to ensure that the Employers are eligible for and protected by the "multiemployer arrangement pass-through" exemption from penalties under section 4980H for employees on whom contributions are made pursuant to this Agreement and any related participation agreement the Employers may execute providing benefit coverage for non-jobsite employees and/or supervisory personnel.

ARTICLE XX

VACATION, HOLIDAY, & SICK PAY

2001. The Contractors and the Union agree to establish a Vacation, Holiday, & Sick Pay Plan for Cement Masons.

2002. The Contractor shall make payment in the amount designated in Attachment No. 1 of this Agreement for each hour worked by employees or for which they receive pay, for all employees covered by the terms of this Agreement to the Vacation, Holiday, & Sick Pay Plan.

2003. Vacation, Holiday and Sick Pay benefits shall be distributed in accordance with the rules and policies established under the Vacation, Holiday, & Sick Pay Plan for Cement Masons. Administrative costs and interest income shall be allocated to each account in accordance with the established Plan rules and policies.

2004. The parties hereto agree to the fullest extent permitted, the Master Labor Agreement shall operate to waive any and all provisions of the Healthy Workplace Healthy Family Act of 2014, as amended January 01, 2024 and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of the Master Labor Agreement. The parties further agree that to the fullest extent permitted, the Agreement shall operate to waive any provisions of any Federal, City, County, or other Local paid leave ordinance.

2005. The parties agree to expressly waive any and all employer requirements related to jury service including the payment of wages in all city or county ordinances that contains a collective bargaining exception. This shall include Chapter 2.203 (Contractor Employee Jury Service) of the Los Angeles County Code under the collective bargaining exception contained in 2.203.070. The parties also agree to execute a Memorandum of Understanding particular to any ordinance that requires specific reference to an ordinance number or other words required for implementation.

ARTICLE XXI

PENSION

2101. The Contractors and the Union agree to establish a Defined Benefit Pension Plan for Cement Masons.

2102. The Contractor shall make payment in the amount designated in Attachment No. 1 of this Agreement, for each hour worked by employees or for which they receive pay, for all employees covered by the terms of this Agreement to the Defined Benefit Pension Plan.

2103. The parties recognize and agree that the Defined Benefit Pension Trust and Plan was created, negotiated and is intended to continue to be permitted by law under ERISA, a Defined Benefit Plan and Trust and that the individual Contractor's liability, exclusive of

statutory obligations, with regard to this Plan is for payment of the negotiated contributions as specified from time-to-time in collective bargaining agreements. The Union and the Employer associations agree to do all things necessary to amend the Agreement and Declaration of Trust establishing the Defined Benefit Pension Trust, as follows:

2103.1 No Pension Plan benefit improvement is allowed unless the amortization period for the Plan's unfunded actuarial liability is less than 7.5 years as of the beginning of the plan year for which the benefit improvement is effective and the benefit improvement is not projected to increase the amortization period to greater than 7.5 years for the following three Plan years. If the amortization period is greater than 10.0 years at the beginning of the plan year, and is projected to be above 10.0 years at the beginning of each of the following three plan years (the three-year test period), then the contribution rate shall be increased, or other measures shall be implemented, to reduce the amortization period to 10.0 years or less at some point during the three-year test period. This contribution rate increase shall be at least 10% of the current pension rate, but shall not exceed more than that year's negotiated increase. The determination of the current and projected amortization period shall be made by the Plan's actuary using the same assumptions used in the Plan's actuarial valuation (without regard to the Pension Relief Act of 2010) and reasonable assumptions for future annual contributory hours.

ARTICLE XXII

INDIVIDUAL RETIREMENT (DEFINED CONTRIBUTION) TRUST

2201. The Agreement and Declaration of Trust establishing the Cement Masons Southern California Individual Retirement Account (Defined Contribution) Trust dated January 1, 1982, is continued in existence.

2202. Contractors signatory to this Agreement shall make payment in the amount designated in Attachment No. 1 of this Agreement for each hour worked by employees or for which they receive pay, for all employees covered by the terms of this Agreement.

ARTICLE XXIII

ADMINISTRATIVE DUES

2301. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum from the amounts required to be paid by the third paragraph of Attachment No. 1 to this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period as administrative dues. In implementing the foregoing, the parties have heretofore established the Vacation/Dues Reconciliation Trust (hereinafter "Dues Trust") as agent for the purpose of receiving and holding written authorization cards and for receiving, holding, allocating and distributing the dues monies.

2302. Said administrative dues shall be transmitted to the Dues Trust concurrently with,

but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Eleven Counties Cement Masons Vacation Savings Plan. All sums deducted by the Employer pursuant to the provisions of this Article shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article shall, from the instant of their transmittal, be considered vacation-holiday contributions if no such proper authorization shall have been furnished, and shall be held by the Vacation Savings Plan for the account of the employee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and accounts of the Vacations and Savings Plan on the other, these Trusts' bank shall separate the funds transmitted into dues and vacation-holiday contributions, respectively, based upon whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of the appropriate Trust referred to in this Article. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the administrative dues payments shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year-to-year thereafter, unless the employee, by written notice served upon the Local Union and/or the Dues Trust, as agent from the Contractor, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

ARTICLE XXIV

WAGE SCALES

2401. The following hourly wage rates shall apply to the following classifications on all work covered by the terms of this Agreement performed within the Cement Masons' jurisdiction.

2402. All Foremen shall be paid not less than three dollars ($3.00) an hour more than the hourly Cement Mason Journeyman wage rate.

2402.1 General Foreman shall be paid not less than one dollar ($1.00) an hour more than Foreman scale.

2402.2 Troweling Machine Rate: one dollar ($1.00) above Journeyman scale

2402.3 CLASSIFICATIONS

CLASSIFICATIONS	07/01/25	07/01/26	07/01/27
Cement Mason Journeyman, including but not restricted to the following: Cellular cement mason: chipping;	**$ 4.01**	**$ 3.16**	**$3.21**

patching, grinding; setting all concrete forms and perimeter forms, including catch basin structures and drain inlets, setting curb form and plank, setting of lines, stakes and grades; setting screeds, which includes screed pins; 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, all Cement Masons work associated with Concrete Polishing, Pervious Concrete, Polyester Concrete Overlay and 3D-Print Finisher Assistant (finishing work only) **$47.70**

Cement Mason (Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and Exotic coatings, Dex-O-Tex) ..... **$ 47.82**

Troweling/Polishing Machine Operator ..... **$ 48.70**

Curb and Gutter Machine Operator .... **$ 47.70**

Clary and Similar Type of Screed

Operator (Cement Only) ..... **$ 47.70**

Grinding Machine Operator (all types) **$ 47.70**

Jackson Vibratory, Texas Screed and Similar type Screed Operator ..... **$ 47.70**

Scoring Machine Operator ..... **$ 47.70**

* Upon sixty (60) days written notice the allocation of all changes with respect to (1) Hourly Wage Rates, contributions to (2) Health & Welfare, (3) Pension and/or Individual Retirement Account, (4) Vacation, Holiday and Sick Pay, (5) Apprenticeship, (6) Administrative Dues, (7) LMCC, (8) any combination thereof, is to be reviewed by labor and management jointly prior to final determination by the Union.

2403. Cement Masons on a swinging stage, Aerial boom platform, Bosun Chair, or

suspended/fixed scaffold, whether swinging or rigid, above or below ground, shall receive one-dollar ($1.00) per hour over the applicable rate. All employees working from Boson Chairs shall wear a safety belt provided by the Employer.

2404. Apprentices shall be paid the following percentages of the Cement Masons Journeyman hourly wage rates:

1st 6 months	50%
2nd 6 months	55%
3rd 6 months	60%
4th 6 months	65%
5th 6 months	70%
6th 6 months	75%
7th 6 months	80%
8th 6 months	90%

2404.1 Apprentices will do all work relating to concrete construction and all work designated in Article 1, Section 102.5.2.

2404.2 Contractors will make contributions only to the Health and Welfare Trust Fund, the Apprentice Training Trust, Administrative Dues, Industry Advancement, Cement Masons Southern California Work Preservation Trust and Contract Administration Fund while an Apprentice is in the first, second and third periods. Contributions to the Vacation, Holiday, & Sick Pay Trust Fund contributions will be made beginning with the fourth period. When advanced to the fifth period, the Employer shall submit contributions for all established Trusts.

ARTICLE XXV

FUND FOR CONSTRUCTION INDUSTRY ADVANCEMENT

2501. The parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of modes and methods of improving the efficiency of the industry and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of Contractors the individual Employer will contribute the sum of tens cents ($0.10) per hour for all hours worked or paid for by all employees employed under the terms of this Agreement to the "Fund for Construction Industry Advancement", an Employer established and administered Trust formed and created for this purpose, and the individual Employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the "Fund For Construction Industry Advancement", and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust. An additional two cents (0.02) per hour may be allocated during the term of the Agreement.

2502. It is understood that independent of any other provisions contained in this Agreement which provide for its termination, Contractors shall have the right and power to cancel unilaterally the provisions, solely of this Article at any time by delivering notice to the Union in writing to that effect.

ARTICLE XXVI

CONTRACT ADMINISTRATION FUND

2601. A trust fund entitled "The Contract Administration Trust Fund for Southern California" shall be used only to provide compensation to the Contractors for negotiations and administration of the provisions of this Agreement, including Article VI, for the Industry. All individual Employers shall contribute into the Contract Administration Trust Fund eight cents ($0.08) per hour for each hour paid for or worked and an additional two cents ($0.02) per hour may be allocated during the term of the Agreement. The Trust Fund shall be administered solely by Trustees selected by the Contractors in accordance with a trust agreement to be executed by the Contractors. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

2602. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated pursuant to the Declaration of Trust establishing the Contract Administration Trust Fund for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by its Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

ARTICLE XXVII

PRE-JOB CONFERENCE

2701. It is agreed there will be a pre-job conference prior to the start of any job or project at the option of either party where the agreed or estimated cost is ten million dollars ($10,000,000) or more.

2702. If the Contractor is a member of a signatory association, the pre-job conference will be arranged through the appropriate Association with the Building and Construction Trades Council in the area of the project.

2703. The individual Contractor shall, upon request, advise the Union, in writing, of the names and addresses of all subcontractors employed or contracted with for services to be performed under this Agreement.

2704. For the term of the Agreement, the Contractor Associations and the Union agree to establish and maintain a Labor-Management Cooperation Committee Trust as

authorized by Section 302(c)(9) of the Taft-Hartley Act to carry out lawful activities and purposes provided in Section 6 of the Comprehensive Employment and Training Act Amendments of 1978. The primary activity of the Labor-Management Cooperation Committee Trust is to monitor and enforce state and federal prevailing wage projects in order to assure fair bidding and awards on prevailing wage projects.

The Labor-Management Cooperation Committee Trust shall be known as the Cement Masons Southern California Work Preservation Trust.

Contractors shall contribute the amount designated in Attachment No. 1 to this Agreement for all work covered by this Agreement to the Cement Masons Southern California Work Preservation Trust.

To establish the Labor Management Cooperation Committee Trust, the Contractor Associations and Union agree to retain professionals to prepare a Declaration of Trust and take all other steps necessary for the formation and administration of the Trust.

It is understood the establishment of the Labor Management Cooperation Committee Trust is on a trial basis and will terminate at the end of the current agreement unless the parties agree in negotiations to continue the Trust.

2705. (All provisions in the current Agreement which relate to benefit funds, including collection procedures, will be amended to include the Cement Masons Southern California Work Preservation Trust.)

ARTICLE XXVIII

DELINQUENCY AND COLLECTION PROCEDURE

2801. The Trustees of the Trust Fund shall furnish the Contractor Associations and the Union with a list of delinquent Contractors each month. In addition, the Trustees of the Trust Fund shall make available to all contributing Employers, upon subscription, a list of delinquent Contractors each month. The Contractor agrees he will not subcontract any portion of his job to any subcontractor whose name appears on the delinquent list until such subcontractor has paid all delinquency monies to the various Trust Funds. In the event the Contractor subcontracts to any such delinquent subcontractor in violation of the foregoing, the Contractor shall remove such subcontractor from the job immediately, unless such delinquent subcontractor immediately makes full payment for all delinquencies to the Trusts.

2801.1 For failure to remove the delinquent subcontractor, the Contractor shall become financially responsible for all fringe benefits owed to any funds established by this Agreement
by him or by his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project in accordance with the requirements set forth below.

2802. The term "contractor", for delinquency purposes only, shall include all entities of the delinquent contractor, change of name, or change of entity, provided that the delinquent Contractor holds at least ten (10%) percent ownership in the new entity.

2803. The Trust Office shall notify the Contractor Associations and the Contractor of any delinquency of any subcontractor within ninety (90) days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of a subcontractor for more than ninety (90) days prior to the date the Trust Office notice is sent.

2804. Where a Contractor contracts with a listed delinquent subcontractor or sub-contractors and the Contractor fails to terminate the subcontract of such delinquent subcontractor, or subcontractors the Contractor shall become financially responsible for the liability of the delinquent subcontractor's fringe benefits on that job from the commencement of the work under the subcontract to the date of termination of that subcontract.

2805. Where the General Contractor fails or refuses to make any payments required under the above provisions and the Trust has established the delinquent amount, the Union shall have the right to enforce this Article by all lawful means on any or all jobs of such General Contractor.

2805.1 Where there is no General Contractor on the jobsite, the right to withhold service by the Union shall apply to the project as a whole.

2806. The Trust Office shall send monthly delinquency notices to Contractors whose contributions are not paid as required and to those Contractors that appear on the Delinquent Contractor List. The Trust Office shall notify the Union of those Contractors who fail to pay within five (5) days of such notice and the Union may within forty-eight (48) hours after receipt of such notice withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the Trustees for payment.

2806.1 Any employee rendered unemployed by reason of the foregoing shall not be deemed engaged in a work stoppage or labor dispute but shall be deemed constructively laid off by the Employer by failure to pay monies due for the benefit of the employees. The Employer agrees that such employees are entitled to unemployment insurance and warrants that he will take no action to interfere with the employee's application for unemployment insurance. Any dispute in connection with this Article is subject to the grievance procedure.

2806.1.1 The Trust Office shall issue delinquency notices and clearances to Contractors confirmed in writing.

2807. All employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine the Contractor's time cards, Federal W-2 Forms, 1099 and 1096 forms, Quarterly State Tax returns and

cash disbursement ledger or all canceled checks. In addition, the Trustees shall have authority to examine specific canceled checks and/or invoices in connection with individual items. If a Contractor refuses to furnish the foregoing, the Union may take economic action.

2808. Each individual Employer upon request of a Trustee of any Trust Fund specified in this Agreement shall permit the Trust Fund auditor to review any and all employee compensation records relevant to the enforcement of this Agreement. Such review shall be permitted not less than five (5) working days after demand.

2809. Each individual Employer found to be delinquent may be required to pay all legal fees, court costs and audit costs in connection with such delinquency. Liquidated damages may also be assessed at the rate of twenty-five-dollars ($25.00) or ten (10%) percent of the amount due each Trust, whichever is greater.

2809.1 For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Fund as determined by the Trustees, shall consist of the following:

2809.1.1 Failure to submit trust report forms.

2809.1.2 Failure to report on all employees.

2809.1.3 Failure to make the payments as required on time.

2809.1.4 Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.

2809.1.5 Failure of the bank to honor checks submitted.

2809.1.6 Failure to submit to an audit and/or failure to schedule an audit within one (1) month of notification in accordance with Paragraph 2808.

2810. Every Contractor or subcontractor agrees to accept, assume and be bound by all of the terms and conditions and obligations imposed by and under the Cement Masons Southern California Health and Welfare Fund, Eleven Counties Cement Masons Vacation, Holiday and Sick Pay Savings Plan, Cement Masons Southern California Pension Trust, Individual Retirement Account, Cement Masons Southern California Work Preservation Trust, and Cement Masons Joint Apprenticeship Trust executed pursuant to the aforementioned multiple-employer agreements and any other trust agreement similarly negotiated, and any modifications, alterations or amendments made thereto. The Contractor or subcontractor agrees to make all payments to the Southern California Cement Masons Trustees at their place of business, in the County of Los Angeles.

2811. The parties recognize a longstanding practice that the Contractors, from time to time, temporarily assign their regular crews to projects outside the geographic jurisdiction of the Master Labor Agreement (Eleven Southern Counties). It has been part of the historic practice to allow Contractors to pay fringe benefit contributions to the Southern California

Cement Masons Trust Funds for hours worked on these temporary assignments for projects outside the geographic jurisdiction of the Eleven Southern California Counties. It is expressly agreed that Contractors may make fringe benefit contributions to the Southern California Cement Masons Trust Funds for hours worked by crew members temporarily assigned to projects outside the geographic jurisdiction of the Eleven Southern California Counties. It is further agreed, that the payment of such contributions is not mandatory, but is determined on a project by project basis by the Contractor.

2812. The Contractor or subcontractor further agrees that he does irrevocably designate and appoint the employers mentioned in said Trust Agreement as his attorneys in fact for the selection, removal and substitution of Trustees as provided in said Trust Agreements.

2813 SUPERVISORY PERSONNEL

2813.1 Notwithstanding any other provisions in Article XVIII through Article XXVII, contractors may continue contributions to the Southern California Cement Masons Trust Funds on behalf of owners, partners or supervisory personnel above the rank of foreman who were previously covered by the Southern California Cement Masons Trust Funds while working as a regular bargaining unit employee under this Agreement or any other Agreement requiring contributions to the Southern California Cement Masons Trust Funds.

2813.2 If elected, Contractors shall continue contributions exclusively to the Cement Masons Southern California Pension Trust outlined in Article XXI (Pension) and in the amount designated in Attachment No. 1 of this Agreement.

2813.3 In addition, contractors may continue contributions on a discretionary and selective basis to any other individual Southern California Cement Masons Trust Fund in the amount designated in Attachment No. 1 of this Agreement.

2813.4 Such supervisory personnel employees shall be considered bargaining unit alumni and their participation shall be in accordance with the rules and regulations of the Southern California Cement Masons Trust Funds.

ARTICLE XXX

3101. IT IS AGREED by the parties hereto that all matters of wages, hours and conditions,
whether or not specifically set forth in this Agreement, are closed for the term of this Agreement.

Associated General Contractors of California, Inc.

Peter Tateishi
(Print)

Peter Tateishi 10-14-25
Date

Southern California Cement Masons Negotiating Committee

Jack Alvarado
(Print)

Jack Alvarado 10/23/25
Date

Building Industry Association of Southern California, INC.

Wes May
(Print)

10-13-25
Date

Southern California Cement Masons Negotiating Committee

Ricardo Gonzalez
(Print)

10/23/25
Date

Southern California Contractors Association, Inc.

John Cooper
(Print)

10-16-25
Date

United Contractors

Derek Borghi
(Print)

10/23/25
Date

ARTICLE XXIX

PUBLIC WORKS PROJECT DAVIS-BACON ACT AND RELATED STATUTES

2901. In the event that the Employer bids and contracts for a public job or project by a federal, state, county, city or other public entity which is to be performed at a predetermined and /or prevailing wage rate established by the California Department of Industrial Relations or the Secretary of the United States Department of Labor, the predetermined or prevailing wage rate established for the project shall be adopted as the wage and fringe benefit contribution rates required to be paid under this Agreement for the project only. In the event that the predetermined or prevailing rate for a project changes during the life of the project, any such change shall immediately be adopted as the wage and fringe benefit contribution rates required to be paid under this Agreement. If there is an increase in fringe benefit contribution rates under this Agreement during the life of a public works project, the fringe benefit contribution rate increase shall not apply to contractors working on predetermined or prevailing wage rate projects unless the fringe benefit contribution rate increase is incorporated into the predetermined or prevailing wage rates established for the project.

ATTACHMENT NO. 1
CONTRIBUTIONS PAYABLE TO TRUST FUNDS

Effective 7/1/25: $ 4.01 increase

$ 1.00 to Pension Plan
$ 0.05 to Administrative Dues
$ 0.50 to Defined Contribution Plan
$ 0.25 to Health & Welfare
$ 0.01 to Contract Administration
$ 2.20 to Wages

Effective Date 7/1/25:

Cement Mason Southern California Health and Welfare Plan (Article XIX)	$ 9.08
Vacation, Holiday, & Sick Pay Plan (Article XX)	$ 5.00
Administrative Dues (Article XXIII)	$ 2.52
Pension Plan (Article XXI)	$ 8.48
Defined Contribution Plan (Article XXII)	$ 3.87
Apprentice Training (Article XVIII)	$ 0.64
Industry Advancement Fund (Article XXV) \	$ 0.10
Contract Administration Fund (Article XXVI)	$ 0.08
Labor Management Cooperation Committee (Article XXVII)	$ 0.06
TOTAL:	$ 29.83

The above contributions will be made for each hour worked by employees or for which they receive pay, for all employees covered by this Agreement.

FUTURE INCREASES:

7/1/26 - $3.16
7/1/27 - $3.21

SUBSISTENCE: $75.00 per day for all off-shore islands.

* Upon sixty days written notice the allocation of all changes with respect to (1) Hourly Wage Rates, contributions to (2) Health & Welfare, (3) Pension and/or Individual Retirement Account, (4) Vacation, Holiday, & Sick Pay, (5) Apprenticeship, (6) Administrative Dues, (7) LMCC, (8) any combination thereof, is to be reviewed by labor and management jointly prior to final determination by the Union.