Table of Contents

	Section
Agreement Binding Upon Parties	11B
Apprenticeship Fund & Training Fund	8E
Apprenticeship Wage Scale	8A(5)
Audit	8G
Bargaining Representatives	2
Change in Work Day or Work Week	7C
Conflicting Bylaws to be Amended	9C
Constitution and Bylaws	9B
Contract Administration	5A
Contracting	9D
Cooperation with Employer's Safety Measures	9G
Coverage & Description of Cement Masons' Work	1B
Definitions	1A
Effect of Approval by International Union	13
Effect on Existing and Other Agreements	10
Effective Termination Date	18
Elimination of Restrictions on Production	9F
Employee's Tools	7I
Employer's Membership	11A
Employer's Recognition of Unions as Bargaining Agents	2B
Employment	3B
Expense Out of Town	16
Four by Ten Work Week (4x10)	7B
General Conditions	9
General Provisions	1
General Savings Clause	14
Geographical and Market Conditions Clause	17
Grievance Procedure	5
Health & Welfare	8B
Heavy, Highway Committee Side Letter (Attachment C)	
Hiring (See Employment)	3B
Jurisdictional Disputes	6
Letter of Agreement (Attachment A)	
Liability of the Parties	12
Meal Times and Rates	7A
No Cessation of Work	4
Other Conditions	9A
Overtime	7E
Owners	7J
Parking	9K
Payment of Wages	9E
Pension Plan	8C
Pre-Job Conference	7H

AGC CALIFORNIA
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA

Table of Contents (Continued)

	Section
Protective Clothing	9J
Public Works' Projects	8A
Recognized Holidays	7G
Saturday Make-Up Day	7C
Shift Work	7D
Show-Up Time	7F
Special Single Shift	7D
Steward	9I
Subcontracting	1C
Substance Abuse Policy (Attachement B)	
Supervisory Personnel	8F
Supplemental Dues	8D
Travel Expense/Travel Centers	15
Union Security	3A
Union's Recognition of Collective Bargaining Representative of Employer	2A
Vacation, Holiday,Supplemental Dues Plan	8D
Visits to Jobsite	9H
Wage Scales	8A
Wage Scales, Health and Welfare, Pension, Vacation/Holiday, Apprenticeship Fund and Supplemental Dues	8
Work Day	7A
Work Week	7B
Working Rules	7

CEMENT MASONS'
MASTER AGREEMENT

2005-2009

THIS AGREEMENT, made and entered into June 15, 2005, modifying and changing the Cement Masons' Master Agreement dated June 7, 1999, between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA INC. (AGC), hereinafter referred to as Collective Bargaining representative of Employer, and the DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS' OF NORTHERN CALIFORNIA, herein and after referred to as the Union.

WITNESSETH:

SECTION 1 - General Provisions

A. Definitions

(1) The term "Employer" as used herein shall refer to the Associated General Contractors of California Inc.

(2) The term "Individual Employer" as used herein shall refer to any person, firm, or entity including registered Joint Ventures who have authorized or subsequently authorize the Employer to represent them with respect to collective bargaining with the District Council of Plasterers' and Cement Masons' of Northern California.

(3) The term "Employee" as used herein shall refer to a journeyperson Cement Mason, who is herein defined as an Employee who is qualified by experience and ability to perform Cement Masons' work, and to any apprentice Cement Mason, who is herein defined as an Employee undergoing a system or course of training in Cement Mason work.

(4) The term "Local Union" as used herein shall, as the context requires, refer to one of the following local unions of the Operative Plasterers' and Cement Masons' of Northern California:

Local Union No. 300, Area Offices 188, 337, 355, 429, 580, 583, 594, and 825

Local Union No. 400, Area Offices: Sacramento Main Office, San Jose, Vallejo, Stockton, and Chico/Redding

(5) This Agreement shall apply to any Employee who performs work falling within the presently recognized jurisdiction of those local unions affiliated with the District Council of Plasterers' and Cement Masons' of Northern California which District Council is affiliated with the Operative Plasterers' and Cement Masons' International Association of the United States and Canada.

(6) This Agreement shall apply to Northern California which term is intended to mean that portion of the State of California above the Northern Boundary of Kern County, the Northern Boundary of San Luis Obispo County and the Westerly Boundaries of Inyo and Mono Counties, consisting of the following forty-six (46) Counties: Alameda, Alpine, Amador, Butte, Calaveras, Contra Costa, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

B. Coverage and Description of Cement Masons' Work

This Agreement shall cover all work coming within the recognized jurisdiction of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada.

Work shall be assigned in accordance with the terms of this Agreement. The Individual Employer shall, in his sole and unlimited discretion, determine the need for and number of Employees necessary to perform any work covered hereby.

Without limiting the scope of the work covered hereby, it is agreed that Cement Masons work shall include but shall not be limited to all the following construction work:

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition or improvement in whole or in part of any building structure.

(2) All heavy highway and engineering construction, including but not limited to the construction, improvement modifications and demolition of all or part of any streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, wharves, docks, break-waters or rip-rap stone, or operation incidental to such heavy construction work.

Subject to the foregoing provision of this Section and to the provisions of Section 6 of this Agreement, the work to be performed by Cement Masons' shall include but not be limited to the following, when tools of the Cement Masons' trade are used or required:

Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cover or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines, troweling machines, floating machines, powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.

Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices which are beneficial to the construction of or with concrete or related products.

The foregoing shall apply to temporary yards established off the jobsite, to service a particular job, for the duration of that job.

C. Subcontracting

For jobs bid on or after July 1, 1980, the following provisions apply:

(1) The term "Subcontractor" means any person, corporation, or other entity, other than an employee covered by this Agreement, who agrees, orally, or in writing, to perform for, or on behalf of, the Individual Employer, any part or portion of the work covered by this Agreement.

(2) The terms and conditions of this Agreement, insofar as it affects the Individual Employer, shall, as specified below, be applied to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any work covered by this Agreement to be performed at the jobsite or job-yard, and said subcontractor with respect to such work shall be considered an Individual Employer covered by this Agreement.

(a) The Individual Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Individual Employer elect to subcontract, the Individual Employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the Individual Employer to bargain collectively pursuant to Section 8(a)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement but for no other statute, rule, regulation or law.

(3) If an Individual Employer shall subcontract work herein defined, such subcontract shall be in writing and

shall state that such subcontractor agrees to comply with all the terms and provisions of this Agreement including wage rates and fringe benefits. In event of a dispute on a delinquency in payments as required in Section 8A, B, C, or D, and E or an alleged violation of any other agreement, the dispute shall be submitted to a Board of Adjustment on demand.

(4) An Individual Employer, who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement, shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments required by Section 8A, B, C, D, and E except as provided in Paragraph (5) below. A copy of the subcontract or the binding clause shall be submitted to the Union on demand.

(5) The Individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such contract, or prior to commencement of work by the subcontractor, and shall specify the name and address of the subcontractor. Notice at a pre-job conference as set forth in Section 7H shall be written notice under this provision provided that such notice is accurate and complete.

(a) If thereafter the Union or an appropriate Local Union thereof should make demand in writing for exercise of this Section 1C(5)(a), the Individual Employer will require that any subcontractor of the Individual Employer specified in the demand will, if he has not already done so, post a surety bond in the amount of fifteen thousand dollars ($15,000) to cover payment of wages and contributions to the Trust Funds specified in this Agreement in Section 8A, B, C, D, and E. Failure of the Individual Employer to comply with Section 1C(5)(a) will make the Individual Employer liable for the delinquencies of the subcontractor in conformance with Section 1C(5)(b) following.

(b) If thereafter such subcontractor shall become delinquent in the payment of any wages or benefits as above specified, the Union shall promptly give written notice within ten (10) days of knowledge of delinquency to the Individual Employer and to the subcontractor. If written notice within ten (10) days of knowledge of delinquency is received, the Individual Employer shall pay and satisfy the amount of any such delinquency by such subcontractor occurring on the Individual Employer's specific construction project within seventy-five (75) days prior to the receipt of said notice from the Union, and said Individual Employer may withhold the amount claimed to be delinquent out of the sums due and owing by the Individual Employer to such subcontractor.

(6) If the Individual Employer fails to give written notice as required in Paragraph (5) above he shall, until such time as notice is given, assume liability for any violation by the subcontractor of the terms and conditions of this Agreement as may be determined pursuant to the provisions of Section 5 provided, however, these provisions notwithstanding the Individual Employer shall not be liable for contract violations other than those set forth in Paragraph (5)(b) by the subcontractor if such subcontractor is signatory to an agreement with the Union.

(7) Regardless of anything in this Section 1C to the contrary, if any Local Union having knowledge of the delinquency continues to dispatch men to any subcontractor of an Individual Employer when such subcontractor is delinquent in the payment of any wages or fringes and the subcontractor has failed to post a surety bond required in Section 1C(5) (a), then the Individual Employer shall not be liable for any such delinquencies.

(8) If any Employee covered by this Agreement knowingly cooperates with any Individual Employer to defeat the payment of wages and fringe benefits as required by this Agreement, said employee will be liable for such penalties as may be determined by the Board of Adjustment as outlined in Section 5.

(9) It is the intent of the parties hereto that the provisions of this subcontracting clause be applied only to the extent permitted by law.

(10) Notwithstanding any provision of this Agreement to the contrary, the provisions of this subcontracting clause shall not be enforced by strike or job action.

(11) The above provisions notwithstanding, in the event an Individual Employer subcontracts work covered by this Agreement to a subcontractor who is not signatory to this Agreement or an appropriate agreement with the Union, the Individual Employer shall assume an additional responsibility as follows:

If the subcontractor shall be found in violation of the Hiring provisions of this Agreement, pursuant to Section 5 and the Union is unable to collect the liability determined to be owing for such violation from the subcontractor, the Individual Employer shall then become liable for the payment of such liability. The total of this liability shall be for no more than five (5) days' violation or the total of the subcontractor's retention, whichever is greater.

Section 2 - Bargaining Representatives

A. Union's Recognition of Collective Bargaining Representative of Employer

The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of the Employer includes in its membership a majority of the individual employers in the highway, general building and heavy construction industry and said employers are performing the greater percentage of work therein. By reason of such facts, the Union hereby recognizes that the Collective Bargaining Representative of the Employer, as herein above referred to, is the Collective Bargaining Representative for all Individual Employers who authorize the Employer to represent them with respect to Collective Bargaining with the District Council of Plasterers' and Cement Masons' of Northern California. A list of said Individual Employers shall be furnished to the Union at the commencement of negotiations and the Employer shall furnish the Union with a complete monthly report of any additions and deletions to the list of Individual Employers represented by the Employer.

B. Employer's Recognition of Unions as Bargaining Agents

The Employer hereby unequivocally recognizes the Union as the sole and exclusive representative of those Employees of members of the Employers covered by this Agreement, it being specifically agreed that the Union has shown evidence of its support by a majority of covered Employees working for each of the the covered employers under this Agreement for collective bargaining purposes and that this recognition may be deemed to be an agreement governed by Section 9(a) of the National Labor Relations Act as amended.

Section 3 - Union Security and Hiring

A. Union Security

(1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an Individual Employer on work covered by this Agreement on the effective date of this Subsection 3A shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union, in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person performing work, on or after the expiration of eight (8) continuous or accumulative days of employment on such work with any Individual Employer following the beginning of such employment, or the effective date of this Subsection 3A, whichever is later. Membership in any such Local Union shall be available to any such person on the same terms and conditions as generally applicable to other members.

If Federal Law is hereafter amended to permit a lesser requirement for union membership or union membership as a condition of employment than provided in this Subsection, the Collective Bargaining Representative of Employer and the Union will promptly enter into negotiations with regard to such subject.

(2) Upon written notice from the Union or Local Union stating all pertinent facts that show an employee's noncompliance with this Subsection 3A, the Individual Employer shall be required to discharge that

employee within twenty-four (24) hours.

B. Employment

(1) The Local Unions shall establish and maintain open and nondiscriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to use such list. It is mutually agreed by the Employer and the Union to fully comply with all the provisions of Title 7 of the Civil Rights Act of l964, Presidential Executive Order #11246 and California Fair Employment Practices Act, to the end that no person shall on the grounds of sex, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 3 of this Agreement. Pursuant to Title 7 of the Civil Rights Act of 1964, Executive Order #11246 and directives as issued by the Office of Federal Contract Compliance, the employer may request necessary workers to enable the employer to comply with the above mentioned laws and directives.

Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender in all situations where they so apply.

(2) The Individual Employer shall first call upon the appropriate Local Union having work and area jurisdiction for all such men as he or it may from time to time need, and such Local Union shall furnish the Individual Employer the required number of competent workmen and skilled mechanics of the classifications needed by the Individual Employer, in accordance with the provisions of this Subsection 3B, if available.

(3) It shall be the responsibility of the Individual Employer when ordering men to give the appropriate Local Union all of the pertinent information regarding the workmen's employment.

(4) The appropriate Local Union shall furnish in accordance with the request of the Individual Employer such competent workmen and skilled mechanics, if available, of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral to jobs on a nondiscriminatory basis.

(a) Workmen specifically requested by name, who have been laid off or terminated in the geographic area of the appropriate Local Union having work and area jurisdiction within one (1) year before such request by a requesting Individual Employer or Individual Employer members of a registered joint venture now desiring to re-employ the same workmen in the same area, provided they are available for employment. Such request shall be confirmed in writing within twenty-four (24) hours after the request is made.

(b) Workmen who, within the two (2) years immediately before the Individual Employer's order for men, have performed work of the type covered by this Agreement in the geographic area of the Agreement as defined in Section 1, provided such workmen are available for employment.

(c) Workmen whose names are entered on said lists and who are available for employment.

5) When ordering workmen of the skills required the Individual Employer will give notice to the appropriate Local Union, if possible, not later than 2:30 p.m. of the day prior (Monday through Friday), or in any event, not less than seventeen and one half (17-1/2) hours, if possible, before the required reporting time. In the event that forty-eight (48) hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Local Union shall not furnish such workmen, the Individual Employer may procure workmen from any source. If workmen are so employed, the Individual Employer shall promptly report in writing to the appropriate Local Union having work and area jurisdiction, each such workman by name. In emergency cases workmen may be dispatched other than at such dispatching time.

(6) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for any reason. No applicant for employment will be required to sign a medical statement as a condition of employment. The Individual Employer may discharge any employee for any cause which he or it may deem sufficient, provided there shall be no discrimination on the part of the Individual Employer against any Employee for activities on behalf of, or representation of the Union, not interfering with the proper performance of his duties. Whenever an Individual Employer discharges an employee, he shall

submit a written notice to the employee stating the reason for the discharge.

(7) The Individual Employer shall be the sole judge of the qualifications of all his employees and may upon such grounds discharge any of them. No employee may be discharged without "just cause". In the event of discharge without "just cause", the Employee may be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the Grievance Procedure provided for in Section 5 hereof. An Individual who is rejected or discharged for cause by the Individual Employer, including, but not limited to drug and alcohol pre-employment testing, shall not be referred to such Individual Employer for a period of one (1) year from the date of rejection or discharge.

(8) Any individual desiring employment in a particular area shall register at the appropriate Local Union office by appearing personally and shall indicate his name, address, telephone number, Social Security Account Number, qualifications, type of work desired and the date of such registration.

(9) Available for employment shall mean: all individuals eligible for referral shall be present at the appropriate Local Union office during dispatching hours; however, they may be present at a location where they can be reached by telephone if they live in a remote area, or, due to extenuating circumstances, cannot be personally present.

(10) Dispatching hours shall be from 7:00 a.m. to 9:00 a.m. daily (Saturday, Sunday and recognized holidays excluded).

(11) Each individual, upon being referred, shall receive a referral slip to be transmitted to the employer representative at the jobsite, indicating his name, address and Social Security Account Number, type of job, date of proposed employment, applicable wage rate, date of referral and the time of day dispatched from the union hall.

(12) To insure the maintenance of a current registration list all individuals who do not re-register within one (1) week of their previous registration shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this Section they shall maintain their previous positions on such list.

(13) Persons shall be eliminated from the registration list for the following reasons:

(a) Dispatched to the job-except that any person who is rejected by the Individual Employer or fails to complete one (1) full day's work shall retain his position on said list.

(b) Failing to accept suitable employment one time during the current week at the time of dispatch.

(c) Unavailable for employment during the current week.

(d) Any individual dispatched to a job who fails to report for work shall be placed at the bottom of the list provided he re-registers.

(14) No individual who is rejected by the Individual Employer shall be referred to such Individual Employer with respect to the same request pursuant to which he was initially referred.

(15) The Local Unions and the Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions set forth in this Section, and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.

(16) Selections of applicants for referral to jobs pursuant to this Agreement shall be on a nondiscriminatory 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, provided that the provisions hereof shall not modify or qualify the provisions of Section 3A.

(17) Any person, including an Individual Employer, aggrieved by the operation of the hiring hall provisions of this Section has the right to submit his grievance to permanent hiring hall mutual arbitrator who shall be Gerald McKay, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) working days after the occurrence of the grievance. The neutral hiring hall arbitrator shall have full power to adjust the grievance and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all

times in the office of each Local Union or District Council. Notices required by this submission of any such grievance shall be available at all times in the office of each Local Union or District Council. Notices required by this Subsection shall be mailed or delivered to District Council of Plasterers' and Cement Masons' of Northern California, Local 400 at 810 W. Stadium Lane Sacramento, CA 95834 and Local 300 at 703 South B. Street, Room 200 San Mateo, CA 94401. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10)-day period. The costs of arbitration should be borne equally by the Employer and the Union regardless of which Local Union, District Council or Individual Employer is involved.

(18) The Individual Employer will notify the Local Union having area jurisdiction, of the name and Social Security Number of his employees that are to work in the area other than his own local. It is also agreed the Individual Employer shall have the right to designate the first (1st), third (3rd), fifth (5th) man, etc., up to fifty percent (50%) but not more than fifty percent (50%) shall be brought in other than the odd man. At no time shall the percentage be increased during the duration of such job. Any person who is hired under the fifty percent (50%) clause as described in this Subsection 3B(18) shall be considered for all purposes on that job as a person hired under that clause regardless of whether or not he is laid off or terminated and then rehired on the same job during the course of the job.

(19) Where there are four (4) or more Cement Masons employed on one job, by one employer, one shall be designated Foreman. He shall receive Foreman's pay and work with his tools at the Individual Employer's discretion.

(20) An Individual Employer may employ apprentices to do all work performed by journeyperson in accordance with this Agreement. The ratio of apprentices to journeyperson shall be a mandatory one (1) apprentice for every five (5) journeyperson and may be as low as one (1) apprentice for every three (3) journeyperson at the option of the Individual Employer.

(21) Notwithstanding the provisions of this Subsection 3B, upon notice in writing being given to the appropriate Local Union of the Union, the Individual Employer shall have complete freedom to employ one (1) qualified student employee per construction project. A qualified student employee is defined as one who is enrolled in an AGC-sponsored or approved construction management program. The qualified student employee is not deemed to be covered by the Terms, Conditions and Economics of this Agreement, including Section 3(a), unless he is employed for a period of over 500 hours during any one calendar year.

(22) Notwithstanding the above, effective June 16, 1997, the mobility of all employees who have been employees of the Individual Employer for the period of the immediate two (2) months shall not be restricted for any reason subject to Section 3A, Union Security. In order for the Individual Employer to exercise the mobility provisions set forth in this paragraph, the Individual Employer shall:

(a) Provide the appropriate Local Union, when requested in writing, with a current list of names and Social Security numbers of those employees who are eligible for mobility; and

(b) The Individual Employer shall notify the appropriate Local Union of a job or project of more than one day's duration.

(c) In cases where an individual employer is found to have dispatched certain employees not eligible for mobility to a job site as defined in 3B(22), then the local Union having jurisdiction in the project area shall notify the employer of such violation or error. The employer, upon notification by the Union, shall within 24 hours correct said violation or error to the satisfaction of the Union.

(d) No Employee of the employer shall suffer loss of mobility for a break in service of four (4) months or less with the employer if the break in service is due to illness or extended vacation.

Section 4 - No Cessation of Work

It is mutually understood and agreed that during the period when this Agreement is in force and effect, the Union or Local Union will not authorize any strike, slowdown or stoppage of work in any dispute, complaint or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints or grievances as arise out of the failure of any Employer and Individual Employer to comply with the provisions of the hiring clause, Section 3B hereof, or the provisions of Section 8A, B, C, D, or E. As to any Individual Employer who shall fail or refuse to comply with the provisions of those sections, so long as such failure or refusal continues, it shall be a violation of this Agreement if

the Union or any Local Union withdraws its members who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn by reason of any dispute, complaint or grievance arising out of the violation of any similar hiring clause in any agreement between Employer and any other union, the Union or any Local Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer and such refusal shall not be a violation of this Agreement.

In the event the Board of Trustees of a Fund into which the Individual Employer is required to pay determines that an Individual Employer is delinquent in the making of any payments required by Section 3B, C, or E, thereof, it shall not be in violation of this Agreement so long as such delinquency continues, if the Union

withdraws the Employees who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employee of an Individual Employer should be withdrawn pursuant to any similar clause in any agreement between the Collective Bargaining Representative of the Employer and any other union, the Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer and such refusal for such period shall not be a violation of this Agreement. Any Employee so withdrawn or refusing to perform any work as herein provided shall not lose his status as Employee but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been withdrawn or refused to perform any work.

(A) No Employee covered hereby may be discharged by any Individual Employer for refusing to cross a picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, which picket line has been authorized or sanctioned by the Local Building and Construction Trades Council having jurisdiction over the area in which the job is located, after the Individual Employer involved has been notified and has had an opportunity to be heard. Said notice shall be in writing and mailed to the Individual Employer involved at his address. This Section shall not apply to jurisdictional disputes.

Section 5 - Grievance Procedure

Any dispute concerning any application or interpretations of this Agreement, other than jurisdictional disputes as referenced in Section 6, shall be subject to the following procedure:

A. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer or in the case of a grievance of an Individual Employer to the Business Agent of the appropriate Local Union (or District Council) who shall then attempt to adjust said grievance or dispute at the job site level.

B. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union (or District Council) or otherwise authorized Union Representative and the Individual Employer or his representative within three (3) days after submission to the Individual Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes by the Cement Masons Contract Administration Trust Fund.

C. The grieving parties shall specify in writing on a standard Trust Fund grievance form the date(s) of the alleged violation(s), the nature of the alleged violation(s), and the specific provision(s) of the Agreement applicable to the dispute. A dispute shall not be recognized as a grievance nor be subject to the grievance procedure, provided said dispute is outside the scope of the Agreement. No dispute, complaint or grievance, shall be recognized unless called to the attention of the Employer and the Union in writing within ten (10) calendar days (with exception of holidays) after the last date the alleged violation was committed.

In the event the grievance involves the issue of a subcontractor violation where the subcontractor is signatory directly to this agreement as an Individual Employer, a separate grievance shall be filed against said subcontractor and said grievance shall be processed to its final conclusion through these procedures prior to any grievance hearing against the prime contractor.

D. The Board of Adjustment shall be composed of two (2) members named by the Union, two (2) members named by the Employer, and an Impartial Arbitrator. At any point in the proceedings should the panel be unable to reach a majority vote, the Arbitrator shall participate and his decision shall be final and binding.

E. In addition to any rule or procedure which the Cement Masons Contract Administration Trust Fund may adopt, the Board of Adjustment shall be governed by the following provisions:

(1) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. However, the Impartial Arbitrator may be changed or replaced at the request of either party.

(2) Neither side will utilize attorneys in these Boards of Adjustment proceedings unless advance written notice of a minimum of ten (10) working days is provided to the Employer and the Union, in which case both sides shall have that right.

(3) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator.

(4) In the case of a deadlock, the Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing, unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.

F. The Board of Adjustment shall meet within thirty (30) days following written submission of the grievance to the Cement Masons Contract Administration Trust with the exception of discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) days. Failure of either party to meet or to participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.

G. In discharge cases if the Board of Adjustment fails to meet within fifteen (15) days due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) days. If the Employer or Individual Employer is unavailable to meet, the wage payment and Trust Fund contribution liability shall be continuing until such time as the Board of Adjustment meets. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto.

H. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Individual Employer, and such action shall not be a violation of this Agreement.

I. The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 1C who has agreed under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

When liabilities are assessed against a subcontractor for hiring violations as a result of a Board of Adjustment held under the provisions of Paragraph I and said subcontractor fails to satisfy said obligations, the Union shall promptly give written notice to the Individual Employer and subcontractor and the Individual Employer shall pay such obligations from the retention of such subcontractor.

J. The expenses of the Joint Board of Adjustment and the Impartial Arbitrator shall be paid for by the Cement Masons Administration Trust Fund. Any additional expenses resulting from the use of attorneys such as court reporters, transcripts, etc., shall be borne equally by the Individual Employer and the Union.

SECTION 5A - CONTRACT ADMINISTRATION FUND

A Trust Fund entitled "The Contract Administration Trust Fund" shall be created to provide for the costs of the Employer for administering the provisions of this Section 5. The contribution into a Contract Administration Trust Fund shall not exceed five cents ($.05) per hour for each hour paid for or worked. The Trust Fund shall be administered solely by Trustees selected by the Employer in accordance with a Trust Agreement to be executed by the Employer. The contribution as described above shall commence with the work month following notice by the Fund Manager of the Trust to the Individual Employers. The Union shall have the right, not more than one time per year, to independently audit the Trust Fund.

All grievances involving individual employers who are not members of the AGC shall be processed through the grievance procedure established in Section 5 of the Agreement provided that the right of an individual employer not a member of the AGC may participate on his or its own behalf at the Board of Adjustment and that the final decision shall be made by the permanent Arbitrator if the panel cannot attentively agree.

Section 6 - Jurisdictional Disputes

There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and any other union affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions themselves, and if not settled then it shall be submitted to the International Presidents of the Unions involved in the dispute for determination and if not settled, the parties hereto agree that the dispute shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accordance with the plan adopted by the Building Trades Department, AFL-CIO. The Employer, the Individual Employer and the Union shall be and are bound by such determination and decision unless the other union shall refuse to abide by the determination and decision in which case the Union shall be and is authorized to proceed to enforce the decision by any lawful means in which case the work shall proceed as originally assigned by the Individual Employer until such decision is made.

Section 7 - Working Rules

A. Work Day

Eight (8) consecutive hours starting between 5:00 a.m. and 10:00 a.m., excluding lunch period, except as provided under shift work, shall constitute a regular day's work at straight time rates. However, different starting times may be established at individual jobsites by mutual consent of a majority of the Employees and the Individual Employer providing the Local Union is notified in writing.

No Employee shall be required to work continuously for more than five (5) hours from the beginning of the regular work shift without an opportunity to eat lunch. Each Employee covered by this Agreement shall be permitted to take not less than one-half (1/2) hour for lunch period and no work shall be performed by said Employee during the lunch period unless the applicable double time rate is paid. Eating periods, at the option of the Individual Employer may be staggered at any time after the first three (3) hours from the beginning of the regular shift.

No Employee shall be required to work continuously for more than two and one-half (2 1/2) hours after the end of his regular shift without being provided a reasonable time to eat dinner. The Individual Employer shall compensate such Employee ten dollars ($10.00) for the purchase of dinner. There shall be no loss of wages during the evening meal period. In the event, for reasons beyond the control of the Employer, it is not possible for the Employees to purchase an adequate meal, dinner may be provided by the employer. No work shall be performed by Employees during such dinner periods unless the applicable double time rate is paid.

Double time rate shall be paid to Employees required to work during or beyond a specified meal period. The double time rate shall be paid from the time the meal period starts until the Employee is afforded an

opportunity to eat the applicable meal or the end of the shift, whichever occurs first.

Each Employee shall have eight (8) consecutive hours of rest in any twenty-four (24) hour period. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift. If an employee is required by an Individual Employer to report to work without eight (8) consecutive hours of rest from the end of his regular or overtime shift, he shall be paid for all hours worked at the appropriate overtime rate until he has eight (8) consecutive

hours of rest away from the job. Waiting time at the jobsite, when directed by the Individual Employer, without performance of work, shall not be considered a break within the meaning of this Section.

B. Work Week

The regular work-week shall consist of forty (40) hours, Monday through Friday, at straight time rates.

Four by Ten Work-Week (4 x 10) - An Individual Employer may establish a work-week of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

On a job where a craft with whom the Employer has negotiated a short work-week terminates early on Friday, the Individual Employer will keep the Cement Mason employed the balance of work day when the employer determines that work is available. (See Letter of Agreement attached.)

C. Change in Work Day or Work-Week

When the Union and Employer consider and agree that conditions of the industry in the area covered by this Agreement warrant a shortened work day or work week, the Union and the Employer shall jointly give adequate consideration and discussion to such changes; provided, however, that any such changes in the work day or work week shall not be used to increase the basic hourly wage scales or to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the work day and work week.

Saturday Make Up Day - In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant) Employees (at their option) may make up such a day on Saturdays and shall be paid at the applicable straight time rate. No employee shall be disciplined or discharged for not working on Saturday make-up. The Employer, as a courtesy, shall notify the Union of any Saturday make-up day work prior to working same.

D. Shift Work

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

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

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

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

E. Overtime

On regular work days from Monday through Friday, time and one-half shall be paid for overtime worked in excess of eight (8) hours in any one (1) day. Time and one-half shall be paid for the first eight (8) hours worked on Saturdays unless Saturday is a make up day per Section 7(C). Double time shall be paid for all overtime worked after eight hours on Saturdays and for all time worked on Sundays and Holidays; and no Employee shall be required to work continuously for more than five (5) hours from the beginning of the regular work shift without opportunity to eat lunch. Each employee covered by the Agreement shall be permitted to take not less than one-half (1/2) hour for lunch period and no work shall be performed by said Employee during the lunch period unless the applicable double time rate is paid.

F. Show-up Time

Any workman reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting unless he has been notified before the end of his last preceding shift not to report. Any Employee who reports to work and for whom work is provided shall receive not less than four (4) hours' pay and if more than four (4) hours are worked in any one (1) day shall receive not less than a full day's pay therefore, unless, prevented from working for reasons beyond the control of the Individual Employer, including but not limited by such factors as inclement weather or breakdown causing discontinuance of a major unit of the project during which time workmen are not required or requested to remain on the job by the Individual Employer or his agent.

Furthermore, on the first day of dispatch an individuals work day shall commence at 8:00 a.m. without regard to the earlier scheduled crew start time.

G. Recognized Holidays

The following are recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

If any of the above holidays fall on a Sunday, the following Monday shall be considered a legal holiday. If the holidays of Independence Day (Fourth of July), Christmas and New Year's Day fall on a Saturday, the preceding Friday shall be considered a legal holiday, when and if the basic crafts adopt this provision.

H. Pre-job Conference

There shall be a pre-job conference prior to the start of a job if requested by either party.

I. Employee's Tools

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

J. Owners

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

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

Supplemental Dues

A. Wage Scales

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

		6/27/2005	6/26/06	6/25/07	6/30/08
(1)	Journeyperson	$24.88	*	*	*
(2)	Swing or Slip Form Scaffolds	$25.63	*	*	*
(3)	Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all Composition	$25.63	*	*	*

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

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

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

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

First Period	0 Work Hours - 0 Related Training Hours	65% of Journeyperson rate
Second Period	700 W.H. & 72 R.T.H.*	70% of Journeyperson rate
Third Period	1400 W.H. & 144 R.T.H.*	75% of Journeyperson rate
Fourth Period	2100 W.H. & 216 R.T.H.*	80% of Journeyperson rate
Fifth Period	2800 W.H. & 288 R.T.H.*	85% of Journeyperson rate
Sixth Period	3500 W.H. & 360 R.T.H.*	95% of Journeyperson rate
Journeyperson	4200 W.H. & 432 R.T.H.*	100% of Journeyperson rate

Fringe Benefits: Health & Welfare only for the first six (6) months. Full fringes thereafter.
*Refers to any apprentice indentured will receive related training hour credit for the months of June, July and August for the purpose of wage increments as per the state standards of apprenticeship.

*Advance written notification to the Individual Employer shall be required regarding period advancement and/or eligibility for full fringe benefits prior to such individuals becoming eligible to receive an increase to either wages or fringes. The Individual Employer will not be held accountable for any retroactivity if not properly notified.

An Individual Employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeyperson regularly employed by him, and not more than one (1) additional apprentice for each three (3) additional journeyperson employed by him. The first apprentice may not be employed until the Individual Employer regularly employs at least two (2) journeyperson. Any Individual Employer employing five (5) journeyperson shall, while employing five (5) journeyperson, also employ at least one (1) apprentice. For each additional five (5) journeyperson then in his employ, he shall employ at least one (1) additional apprentice.

Any new apprentice with proof of prior experience may be classified at more than 65% of journeyperson wages (with health and welfare only) for the first six months with the approval of the employer.

Upon at least sixty (60) days written notice to the Employer prior to any increase date specified in the contract, the union may elect at its option to allocate the increase to any or all of the following:

1. Wage Rates
2. Health and Welfare
3. Pension
4. Vacation/Holiday/Supplemental Dues
5. Apprenticeship Fund

Provided, however, if any or all of the monies are allocated to Fringe Benefits they shall become effective 6/27/05, 6/26/06, 6/25/07, 6/30/08.

If the Union fails to properly notify the Employer of an allocation of wages and benefits as outlined in Section 8, the allocation will not become effective until 30 days after notification, but in no event prior to the scheduled increase date.

Provided, further, the Union and Employer will meet to mutually agree on the allocation of increases referenced in this Collective Bargaining Agreement for Health and Welfare only under any of the following conditions:

1. Upon request of the Trustees.
2. Upon an actuarial report that there are less than 6 months reserve in the Health and Welfare Fund.
3. Upon mutual agreement of the parties.

Public Works Projects

On those public works projects where a prevailing wage determination by the State or Federal agencies prevails such wage and fringe rate referenced in the bid specs shall remain in effect for the duration of said project.

If the prevailing wage and fringe benefit rates for a specific job or project are less than the rates set forth in the Master Labor Agreement, and there are non-signatory prime bidders on the plan holders list or if there is no bid list published, the Individual Employer may bid said project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the bid specifications.

If no wage rates or fringe benefit rates are set forth in the bid documents, the Individual Employer may bid said project in accordance with wage rates, fringe benefit rates, and other applicable provisions of the Private Work Agreement. If the terms and conditions of the Private Work Agreement are not sufficiently competitive, the Union shall, upon an Individual Employer's request, establish more competitive wage rates, fringe benefit rates, and working conditions.

B. Health and Welfare

Health and Welfare contributions applicable for the period June 27, 2005 to June 30, 2008 are set forth in full herein:

	6/27/05	6/26/06	6/25/07	6/30/08
Health and Welfare	$6.00	*	*	*

Subject to the provisions hereof, each Individual Employer covered by this Agreement will contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under said Agreement, to the Cement Masons Health and Welfare Trust Fund for Northern California and will be subject to and entitled to the benefits of all of the provisions of the Trust Agreement dated April 7, 1953 establishing that Fund, and any amendment or amendments thereto. It is understood and agreed that there shall be no duplicating contributions with respect to any employee or the work of any employer. Without limiting this general understanding, the parties agree that any subcontractor covered by this Agreement pursuant to Section 1C shall only be required to pay contributions into the Cement Masons Health and Welfare Trust Fund for Northern California with respect to such work covered by this Agreement. The Union and the Employer agree that this plan is and has been a defined contribution plan.

C. Pension Plan

Pension Plan contributions applicable for the period June 27, 2005 to June 30, 2008 are set forth in full herein:

	6/27/05	6/26/06	6/25/07	6/30/08
Pension	$3.50	*	*	*

Each Individual Employer covered by this Agreement will contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under the Agreement, to the Cement Masons Pension Trust Fund for Northern California and will be subject to and entitled to the benefits of all the provisions of the Trust Agreement dated November 23, 1959 establishing that Fund, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined contribution plan.

D. Vacation/Holiday/Supplemental Dues Plan

Vacation/Holiday/Supplemental Dues Plan contributions applicable for the period June 27, 2005 to June 30, 2008 are set forth in full herein:

		6/27/05	6/26/06	6/25/07	6/30/08	
Vacation/Holiday	$3.25		*	*		*
Supplemental Dues		$1.45	*	*	*	

Each Individual Employer covered by this Agreement shall contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under the Agreement, to the Cement Masons Vacation/Holiday/ Supplemental Dues Plan and will be subject to, and entitled to the benefits of, all of the provisions of the Trust Agreement dated March 29, 1963, establishing the Cement Masons Vacation Trust Fund for Northern California, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined contribution plan. The parties agree that the Trustees of the Vacation/Holiday Trust Fund may allocate up to 25% of the applicable contributions for Holiday pay.

Supplemental Dues

Effective for all work performed on or after June 27, 2005, it is agreed that upon authorization as required by law, the amount of one dollar and forty-five cents ($1.45) per hour for each hour paid for or worked shall be transmitted from the vacation/holiday benefit of each workman and shall be remitted directly to the Union. This amount shall not be deemed to be a part of the Vacation/Holiday benefit, but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the workman. Such remittance shall be made to the Union not less than four times per year.

E. Apprenticeship Fund and Training Fund

Apprenticeship contributions applicable for the period June 27, 2005 to June 30, 2008 are set forth in full herein:

	6/27/05	6/26/06	6/25/07	6/30/08
Apprenticeship	$.28	*	*	*

Each Individual Employer covered by this Agreement shall contribute such sums, as set forth for each hour paid for or worked by Cement Masons' employed by such Individual Employer under this Agreement, to the Cement Masons Apprenticeship Fund and Training Fund and will be subject to, and entitled to the benefits of, all of the provisions of the Trust Agreement dated July 18, 1974, establishing the Cement Masons' Apprenticeship and Training Trust Fund for Northern California, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined contribution plan.

The Cement Masons Apprenticeship program shall be administered by the Cement Masons' Joint Apprenticeship Committee. The Committee shall consist of an equal number of representatives appointed by the Union and the Employer. The Committee shall have the authority to hire a Director, promulgate regulations, dispense monies generated by the Apprenticeship Fund and have final authority over all aspects of the training program. Local Joint Apprenticeship Committees may be established by the Cement Masons' Joint Apprenticeship Committee. Additional provisions will be added to the new Apprenticeship Fund language to establish an escrow account for fund contributions. The escrow account is in accordance with the procedure used in 1958 to set up the vacation plan.

F.

The Union and the Employer agree that the Individual Employers covered by this Master Agreement may cover owners, partners or supervisory personnel above the rank of foreman in the Cement Masons' Health and Welfare Trust Fund for Northern California, the Cement Masons' Pension Trust Fund for Northern California, the Cement Masons' Vacation/Holiday Trust Fund for Northern California and the Cement Masons' Apprenticeship and Training Trust Fund for Northern California, by paying contributions with respect to the work of such an individual into all of these Funds monthly, on the basis of one hundred sixty (160) hours, in accordance with the hourly rates set forth in this Master Agreement, regardless of the hours worked by any such individual in a month, provided that such individual is performing work within the 46 Northern California area and that, if not an owner, partner or supervisor would be working as a journeyperson Cement Mason under the terms of this Agreement and provided further that the Individual Employer, having made one (1) payment with respect to the work of such an individual, shall continue to make such payments monthly so long as the individual continues to perform work for the Individual Employer within

the 46 Counties area in the capacity of an owner, partner deemed an employee covered by this Agreement solely for the purpose of participating in said Funds and shall have no rights or privileges under the Agreement as an employee.

G. Audit

1. The Employer and the Individual Employer agree that upon a written request from the Union or the Employer to the Board of Directors of the Northern California Cement Masons' Funds Administration, Inc., the Board of Directors will direct an audit of the payroll account of any Individual Employer named in the request within ten (10) days. If the initial audit on the payroll account does not provide enough information to determine whether or not any delinquency exists, then the Board of Directors will direct a further audit of whatever records or accounts exist in order to determine the amount of the delinquency.

2. The Individual Employer who is found to be delinquent as a result of an audit will pay and satisfy such delinquency with accrued interest and in addition, pay liquidated damages. All delinquent contributions shall bear simple interest at the rate of one and one-half percent (1.5%) per month until receipt of payment. Subject to accounting verification, liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred fifty ($150.00) dollars per month to reflect the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions. The cost of any audit shall be borne by the Individual Employer if the delinquency disclosed by the audit is in excess of one thousand ($1,000.00) dollars and is not the result of a clerical error. When economic conditions warrant, the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of the true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

3. It is understood and agreed by the parties hereto that the foregoing provisions for liquidated damages with respect to audit shortages are independent of and in addition to any and all provisions for liquidated damages resulting from delinquencies contained in each of the Trust Agreements to which the Individual Employer is subject under this Agreement.

Section 9 - General Conditions

A. Other Conditions

In the event that the District Council of Operative Plasterers and Cement Masons' of Northern California which is signatory hereto, or any Local Union, enters into any other agreement with other employers or employer associations which shall have terms more favorable to such employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement.

This section shall not be applicable to agreements between the Union and Individual Employers covering work in bona fide permanent yards or shops.

B. Constitution and Bylaws

The terms of this Agreement shall not be interpreted to abridge any of the constitution and bylaws of the Operative Plasterers and Cement Masons International Association or the constitution and bylaws of the Associated General Contractors of California, Inc.

C. Conflicting Bylaws to be Amended

Where the bylaws of a Local Union subject hereto conflict with the provisions of this Agreement, it is agreed that this Agreement shall supersede any such bylaws.

D. Contracting

No work will be let by piece, contract or lump sum direct with Journeyperson or Apprentices for labor services. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence", where not required or permitted by this Agreement, shall be evidence of a violation of the Agreement.

E. Payment of Wages

All wages must be paid on the jobsite weekly. When men are laid off or discharged they must be paid wages due them at the time of layoff or discharge in accordance with the provisions of the Labor Code of California.

Each Individual Employer shall provide with each payroll check, an itemized check stub showing separately the date of issuance, the payroll period, straight time hours, overtime hours, the Individual Employer's name and home office location and all legally required deductions.

F. Elimination of Restrictions on Production

No rules, customs, or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor-saving devices supplied by any Individual Employer.

G. Cooperation with Employer's Safety Measures

Local Unions shall cooperate (1) with the Individual Employer in the carrying out of all such employer'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 operation of each particular duty and of any job as a whole. Each Individual Employer must post the name and address of his doctor and of the compensation insurance carrier on the jobsite.

Each Employee shall be required to participate in the Individual Employer's accident prevention program as required by CAL/OSHA.

H. Visits to Jobsite

A business agent or special representative shall have access to the project during working hours for the purpose of checking the manner in which the terms of this Agreement are being complied with.

He shall make an effort to advise the Individual Employer or his representative of his presence on the project and shall not stop or interfere with the work of any workmen without the permission of the Individual Employer or his representative. No business agent or special representative shall be discriminated against for performing his duties under this Agreement.

I. Steward

A Steward shall be a working journeyperson Employee appointed by the Union who shall, in addition to his work as a journeyperson, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employers agree that the Steward shall be allowed a reasonable amount of time for the performance of such duties. The Union shall notify the Individual Employer of the appointment of each Steward.

No Steward shall be discharged or laid off except for just cause as described in Section 3B (7). Violation of this Section by the Individual Employer and discharge of a Steward shall be subject to grievance pursuant to Section 5. A Steward shall carry on his union duties in such a manner so as not to interfere with the performance of the work.

If the Individual Employer has been notified in writing of the appointment of a Job Steward the appropriate Local Union shall be given a one (1) day notice before a Cement Masons' Steward is laid off, unless the Cement Masons' work is finished.

J. Protective Clothing

The Individual Employer shall furnish the necessary goggles, hard hats, or other protective clothing pertaining to work with caustic materials. Rainwear will be issued as necessary. Such equipment shall be furnished, as necessary, by the Individual Employer free of charge and returned by the Employee immediately upon completion of the work and in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before reissue. No additional rain gear or other protective clothing will be reissued to the Employee unless and before he returns all original items issued.

K. Parking

In the event parking facilities are not available within three (3) blocks of a jobsite, the Employer will provide such facilities and the 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. The area covered by this Agreement shall be the City of Sacramento, City and County of San Francisco, and the Counties of Alameda, San Mateo, Marin, Contra Costa, and Santa Clara.

Section 10 - Effect on Existing and Other Agreements

This Agreement between the Associated General Contractors of California Inc. and the District Council of Plasterers' and Cement Masons' of Northern California shall supersede the 1999-2005 Master Labor Agreement between all parties, except for those Individual Employers who have given their power of attorney to the Employer for the 1999-2005 Agreement, and who have not given their power of attorney to the Employer for this Agreement.

When an Individual Employer works on a job that is covered by a project labor agreement to which the Union is signatory, the Individual Employer may work under the parties' Master Agreement for Northern California or the Project Agreement, whichever is more favorable to the Individual Employer.

Section 11(A) - Employer's Membership

This Agreement is made for and on behalf of, and shall be binding upon, all persons, firms or corporations who at the time of execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

Section 11(B) - Agreement Binding Upon Parties

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, and assigns of the parties hereto.

Section 12 - Liability of the Parties

It is mutually understood and agreed that neither the Employer, any Individual Employer, the Union, nor any Local Union, shall be liable for damages caused by the acts or conduct of any individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fermented or condoned by the Employer, the Individual Employer, the Union, or the Local Union, as the case may be.
In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer, or the Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline up to and including discharge.

Section 13 - Effect of Approval by International Union

It is agreed by and between the parties to this Agreement that the act of the Operative Plasterers and Cement Masons International Association (hereinafter called International Association) in approving this contract as to form and substance, as provided in the paragraph below, the International Association, its

officers, and agents shall not in any manner thereby become a party to this Agreement, nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this contract in any manner whatsoever.

It is further agreed that the approval by the International Association as to form and substance is only for the purpose of indicating that the International Association certifies that the said contract is not in violation of the International Constitution and Bylaws and is approved as to form and substance for that purpose only and no other.

Section 14 - General Savings Clause

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The clauses hereof relating to hiring, Section 3A and "No Cessation of Work", Section 4 are intended to be inseparable and mutually interdependent. Should either of such Sections be held or determined to be illegal or void for any reason, then both of said clauses shall forthwith become of no further force or effect and neither party shall by implication be bound thereby. The parties agree if and when any provisions of this Agreement are held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every; all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

Section 15 - Travel Expense/Travel Centers

For jobs bid on or after June 15, 2005, the following provisions apply:

"Travel Expense" is defined as reimbursement for gas, oil, tires and auto maintenance and is not a wage or reimbursement for time spent in travel to or from the jobsite. No employee shall be disciplined for refusing to travel in a company vehicle to or from the jobsite.

"Traveling Centers" are defined as those area dispatch offices that exist on June 28, 1999.

Effective June 15, 2005, any job located fifty (50) miles or less from a Traveling Center shall not be subject to travel expense pay.

Each employee covered by this Agreement who travels over fifty (50) miles to the place of reporting for work from his residence or the location of the Area Dispatch Office having jurisdiction over the project, whichever is closer, shall be paid at the Federal Reimbursement rate per mile for all miles traveled outside the fifty (50) road miles and return to the fifty (50) mile mark only.

It is understood that travel expenses shall be paid for each day a worker travels and is employed in work covered by this Agreement, but no later than once a week or upon termination whichever is sooner.

On Canal and Highway jobs the geographical midpoint of the job shall be considered as the reporting point for the purpose of travel expense pay. On all other jobsites, the project office shall be considered as the place of reporting for work for the purpose of travel expense pay.

The Employer agrees that no project office will be established in an area closer than fifty (50) miles in an effort to defeat the travel expense procedure herein established.

Section 16 - Expense Out of Town

The Individual Employer, when transporting an Employee from his home area dispatch office to localities outside the jurisdiction of the Employee's home area dispatch office, requiring the Employee to live away from home for "jobs of short duration" shall reimburse the Employee for board and room expenses, or may, at employer's option, pay the Employee per diem of $65.00 per day for each day he is required to spend the night and is available for work.

For the application of this Section only, "jobs of short duration" shall be interpreted to mean jobs of two (2) months or less. In the event the job or project is more than two (2) months in duration, the employer will have the option of: (1) continuing the Employee and reimbursing as outlined above, or (2) lay off the Employee without any restriction options of accepting layoff or transferring to the Local Area dispatch office and provide return travel expenses to his home base; or, the Employee will have the option of accepting layoff or transferring to the Local Area having jurisdiction over the job and receiving travel and/or subsistence applicable to the Employee member of the Local Area dispatch office.

Section 17 - Geographic and Market Conditions

The parties to the 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, Labor and Management 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.

Section 18 - Effective Termination Date

This Agreement shall be effective as of June 15, 2005, and shall remain in effect until June 15, 2009 and shall be renewed from year to year thereafter unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change at least sixty (60) days prior to the date of the expiration of this Agreement.

The parties agree further that this Agreement is closed on all items until June 15, 2009 and all of the terms and provisions of said Agreement shall be and continue in full force and effect without further opening or change until June 15, 2009.

The Union agrees that in the event that in 2005 or any succeeding year either party should exercise its right under the first paragraph of this section, the parties shall, within thirty (30) days after receipt of written notice, meet and submit the changes desired and for a period of thirty (30) days prior to June 15th of any such year, bargain with respect to those changes. If no Agreement has been entered into between the parties hereto by June 15th or any year in which such notice shall have been given, then this Agreement shall thereupon cease and terminate.

In all other respects, the terms of the Master Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representative duly authorized to do so this 15th day of June, 2005.

Employer:

Associated General Contractors
of California, Inc.

Thomas T. Holsman
CEO

Union:

District Council of Plasterers' and Cement Masons'
of Northern California

Steven Scott
Business Manager Local 300

Karl Bik
Business Manager Local 400

ATTACHMENT A
LETTER OF AGREEMENT

It is understood between the AGC of California, Inc.and the Cement Masons' District Council that Section 7B, concerning the employment of Cement Masons' on Fridays afternoon, shall be interpreted to mean that if patching and packing work is available on Monday morning, then such work was also available on Friday Afternoon.

signed by M. B. Dillashaw
M.B. Dillashaw, Chairman, Negotiating Committee

signed by Robert N. Mounce
Robert N. Mounce, Director
Northern California Labor Department

ATTACHMENT B
SUBSTANCE ABUSE POLICY

Management Rights Regarding Substance Abuse: Notwithstanding any other provisions of this agreement, the Employer expressly reserves the right, in its discretion, to undertake the following measures:

(a) In the sole discretion of the employer, requiring covered employees to submit to an examination by competent medical personnel to determine whether there is a probability that the employee is suffering from any impairment which might cause the employee to be a safety hazard to himself or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this agreement in a prompt and competent manner. Such test may include, in the discretion of the employer, such test of the employee's bodily fluids as the employer may reasonably believe will elicit evidence of the employee's use of substances which are reasonably likely to alter or impair the employee's ability to perform his duties in a prompt, competent and safe manner. Approve the application and utilization of a quick screen oral testing device as a method of pre-hire drug screening.

Random Drug Testing- An Individual Employer may initiate a random testing program a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. The selection process shall be in accordance with DOT testing procedures. If an Individual Employer initiates such testing, all covered Employees shall be subjected to such testing. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to Employees that Employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and Employees prior to implementing a random drug screen program.

Time of Dispatch Screening-The parties shall establish a joint committee to determine whether there is a feasible means by which the Local Union can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

(b) Implementation of rules regarding the discipline an/or discharge of any employees that the employer determines, as a result of the tests describe in subparagraph (a), are reasonable likely to become voluntarily impaired or disable form the safe performance of their work tasks as a result of the ingestion of alcohol or performance impairing drugs.

(c) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of these employees who request employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.
The individual employer shall have no obligation to compensate any individual who tests positive. If the individuals test is negative, the individual employer shall be responsible for not less than 2 hours of show up pay.

Disputes arising from the implementation of the provisions of this paragraph shall be subject to the grievance procedures set forth in this Agreement.

ATTACHMENT C
HEAVY, HIGHWAY COMMITTEE
SIDE LETTER

The parties, along with the other Heavy and Highway crafts, will establish a Heavy and Highway Committee if the other Heavy and Highway crafts agree.

EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS
OF CALIFORNIA, INC.

_____
Thomas T. Holsman
CEO

UNION:

DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS'
OF NORTHERN CALIFORNIA

_____
Karl Bik
Business Manager Local 400

_____
Steven Scott
Business Manager Local 300