SCCA Master Labor Agreement
Engineering Construction

and

OPERATIVE PLASTERERS’
&
CEMENT MASON’S
INTERNATIONAL ASSOCIATION
LOCAL NO. 500 / AREA 744

July 1, 2016 - June 30, 2019
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SCCA MASTER LABOR AGREEMENT
FOR ENGINEERING CONSTRUCTION

SOUTHERN CALIFORNIA CONTRACTORS
ASSOCIATION

AND

OPERATIVE PLASTERERS' & CEMENT MASON'S
INTERNATIONAL ASSOCIATION
LOCAL NO. 500 / AREA 744

SECTION 1
PARTIES TO AGREEMENT

A. This Agreement is entered into this 1st day of July 2016, by and between signatory members of Southern California Contractors Association (hereinafter referred to as the "Employers"), and Operative Plasterers' & Cement Masons' International Association, Local No. 500/ Area 744 (hereinafter referred to as the "Union").

B. Definitions:

1. Association means Southern California Contractors Association. The Employers and the Union recognize and agree that the Association is the administrative representative of the Employers, and the Association has no signatory status by the terms of this Agreement or otherwise.

2. Employee(s) or worker(s) means the employed person or persons performing work covered by this Agreement within the recognized work jurisdiction of the Union as defined in this Agreement.

3. Subcontractor means any person, firm or corporation, who contracts with the Employer to perform any jobsite construction work, as defined by this Agreement, including the operation of equipment, performance of labor and the furnishing and installation of materials.

a. The Employer and the Union recognize and agree that the San Diego County Building and Construction Trades Council is the administrative representative of the Union signatory hereto, and by the terms of this Agreement, has no signatory status.
C. It is the desire of the parties to establish rates of pay, hours of employment and working conditions which shall be applicable to these workers in the performance of the work as hereinafter defined in this Agreement.

D. The purpose of this Agreement is to ensure that all construction work performed by the Employer shall proceed continuously and without interruption, in an efficient and economic manner, to secure optimum productivity, and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppages, slowdowns, poor work practices and other interference’s with the progress of work.

SECTION 2
TERM, TERMINATION, AND RENEWAL

A. This Agreement shall become effective on July 1, 2016, and shall remain in full force and effective through June 30, 2019, and from year to year thereafter, unless either party gives sixty (60) days written notice to the other party prior to July 1, 2019, or July 1 of any subsequent year, of its intention to amend, modify or terminate.

B. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional changes in conditions or benefits.

SECTION 3
AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California.

SECTION 4
WORK COVERED BY THIS AGREEMENT

A. This Agreement shall apply only to construction jobsite work performed by the signatory Employer with his own forces in conjunction with the construction, alteration, modification, improvement, or repair, in whole or in part of a building, structure, or other jobsite construction work within the recognized jurisdiction of the union and shall not include any other jobsite construction industry work. Jobsite is defined as an area within which construction work is being performed, the boundaries for which are the same as those boundaries delineated in the specifications for the job or project which may include such references as right-of-way, parcel, subdivision map, dedicated street or lot. In the case of subdivisions or planned unit development where construction phases are stipulated by construction contracts, jobsite will mean only that area covered by phases or units currently under construction and under the Employer’s control as further defined in Section 7 (A) of this Agreement.
B. Repair and maintenance of equipment is specifically excluded from the coverage of this Agreement. This Agreement shall not apply to the layout and distribution of materials. At the discretion of the Employer, employees covered by this Agreement shall perform work traditionally accomplished by other trades, where necessary for the practicable completion of the work.

SECTIONS
UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees employed to perform work covered by this Agreement. The Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, superintendents, master mechanics, timekeepers, messengers, or office workers.

This recognition of majority support is based on an unequivocal request for recognition by the UNION as a majority representative along with the UNION having shown or offered to show evidence of its majority support.

SECTION 6
OBLIGATIONS OF EMPLOYER

A. This Agreement is binding upon the Employer regardless of whether or not it changes the name or style or address of its business, if the Employer maintains the substance of its operations existing at the time it became signatory to this Agreement. An Employer shall include any firm, company, partnership, or corporation or other business organization excluding developer, in which such an Employer has a majority ownership interest. The Employer shall give notice in writing to the Union of any intent to change the name, style or address of its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

B. The Employer shall continue to be bound by the terms of this Agreement under the new name or method of operation, including a partnership or corporation in which it has majority control or interest, until such time as it terminates the Agreement in accordance with the provisions of Section 2 of this Agreement.
SECTION 7
EXISTING AND OTHER AGREEMENTS

A. All existing labor agreements between the Employer and the Union for works covered by this Agreement are hereby canceled by mutual consent. This Agreement is an engineering construction agreement covering prevailing and non-prevailing wage work.

B. This Agreement shall be deemed to have been executed on June 16, 2016 when the parties signing shall have affixed their signatures hereto. There shall be retroactive application of: 1) changes in wages or employee benefit of any kind, 2) trust fund or other contributions, or 3) obligations upon employees.

C. It is the determination of the Union; unilaterally arrived at, that the prevailing wages and fringe benefits established by this Master Labor Agreement can best be maintained by insuring uniform conditions and benefits for all the workers it represents in its work and territorial jurisdiction. To this end, the parties have agreed that in the event the Union shall negotiate different terms and conditions of employment for employees performing jobsite construction industry work in classifications similar to those set forth in the territorial jurisdiction of the Union, the Association will be notified and such terms and conditions shall be made available to the Employers. No Employer signatory to this Master Labor Agreement shall be required to provide terms or conditions of employment under this Master Labor Agreement any more favorable than such terms and conditions contained in any other agreement concerning jobsite construction work in San Diego County, with the sole exception being conditions under a project agreement negotiated pursuant to subparagraph 3 below.

1. Any term or condition granted by the Union to any Employer, whether or not such Employer is a signatory member of the Association, may be adopted on a pick and choose basis for each individual item of such agreement, by Employers signatory to this Master Labor Agreement. The term or condition adopted by signatories to this Agreement may be implemented by such Employers on any or all projects for the duration of this Agreement. Prior to granting any Employer such more favorable term or condition, the Union shall give the Association written notice of its intention to grant the more favorable term or condition. If the Union fails to give such notice, each Employer signatory to this Agreement can thereafter rescind this Agreement as it applies to each such Employer, or pursue a claim against the Union for money damages, through the grievance procedure provided below.

2. When an Employer signatory to this Agreement wishes to use a non-signatory Subcontractor to perform jobsite construction work, and if such Employer requests the Union to do so, the Union will make available to the Subcontractor a project-only agreement which will adopt the terms and conditions of this Master Labor Agreement, for that project only. The Subcontractor shall have the option of providing its own Employees to perform work covered by the project-only agreement, or it may request the dispatch of employees from the hiring hall. Any such workers covered by the Subcontractor’s project-only agreement will be subject to the union security provisions contained in this Agreement.
3. It is understood and agreed by the parties hereto that when situations arise that require separate single project agreements covering work to be performed on specific identified construction projects in the geographic area covered by this Agreement, to protect the interests of the Employers and promote jobs for Union members, such single project agreements will be negotiated in advance and the terms and conditions of these project agreements will be made available to all signatories hereto to protect the competitive bidding process on that specific geographic job area. Any rates or conditions negotiated in these special single project agreements will not give any Employer signatory hereto the right to claim such rates and conditions for work performed on geographic jobsite locations other than that specifically defined in the special project agreement(s).

4. Where the Employer determines that he is at a competitive disadvantage, the Union, in concert with other affected construction trade Unions in San Diego County, with whom the Employer has signatory status, may agree to reduce the terms and conditions of this agreement, to a level that will allow the employer to compete equally on any job or project.

SECTION 8
UNION SECURITY

A. Employees employed by the Employer under this Agreement for a period of five (5) days continuously and/or cumulatively shall on the fifth (5th) day be obligated to tender the regular initiation fees and pay periodic dues to the Union as a condition of employment.

B. The Employer 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, stating all pertinent facts showing such non-compliance, shall have been served upon Employer.

SECTION 9
UNION REPRESENTATIVES

After presentation of proper identification, the Employer shall afford bona fide representatives of the Union and a representative of the San Diego County Building and Construction Trades Council, prompt and free access to the jobsite during construction for the purpose of conducting legitimate union business. If the Employer or their representative is present on the job, the Union representative shall appraise the Employer or the representative of the union representative presence. Such Union representatives shall provide their own security credentials, if required. If the security credentials are inadequate in any respect, access shall be denied. A Union representative must comply with all safety and health regulations and established practices of the Employer. In no event shall the representatives of the Union interfere with the progress of the work.

CEMENT MASONs - ENGINEERING AGREEMENT JULY 1, 2016 - JUNE 30, 2019
SECTION 10
STEWARD(S)

A. The Union shall make the steward known to the Employer. The steward shall be a competent journeyman. The Union agrees that the duties of the steward shall be performed expeditiously. The Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. In no event shall the Employer discharge or layoff a steward before the completion of a job because of any actions taken by the steward in the proper performance the Union's duties necessary to the enforcement of this Agreement.

B. The steward shall not:
   1. Stop the Employer's work for any reason;
   2. Tell any worker or any employee covered by this Agreement that he cannot work on the job;
   3. Initiate or threaten any physical altercation with any person on the jobsite;
   4. Appear on or near the jobsite under the influence of any intoxicant or drug;
   5. Be dishonest or absent without authorization.

C. Infraction of any of the rules in subparagraphs of B. shall be cause for immediate dismissal of the steward without any prior notice.

D. The employer shall not be required to retain the steward in lieu of any employee whose employment with the employer pre-dates that of the steward. The employer may, at the employer's option, move the steward from job to job but is not required to do so.

E. The Employer shall give the steward two (2) calendar days notice before laying the Steward off.

SECTION 11
SAFETY

A. When it is called to the attention of the Employer or the employer's representative by the Union representative that a flagrant violation of CAL-OSHA regulations that would cause major injury is being committed and the Employer or the Employer's representative fails or refuses to make correction immediately or when a California Department of Industrial Safety Engineer issues a citation declaring a portion or phase of a project unsafe, the Union will not be deemed in violation of this Agreement for refusing to allow employees to continue working on that project. Any employee found to be willfully violating project safety or the CAL-OSHA orders adopted by the Industrial Safety Board of the State of California may be immediately discharged, with prompt notification to the Union.

B. The Employer shall furnish for the use of his employees any necessary protective clothing or gear as required by CAL-OSHA. Employees may be held monetarily
responsible for such items properly checked out to them with the understanding that such items broken or worn out in normal use, or lost in a manner beyond the control of the employee are excluded.

C. The Employer shall furnish, where weather conditions require, suitable iced, chilled, or refrigerated water when requested by the majority of the employees on the jobsite. The Employer will furnish sanitary drinking water and toilet facilities at all time in accordance with California law.

D. The union shall cooperate with the Employer in carrying out all of the Employer's safety measures and practices enumerated above, and employees shall perform their duties in such a manner as to promote efficient operations on all jobs. Employees and the Union shall comply with all applicable safety and health regulations and with the safety practices of the Employer.

E. The Union shall cooperated to the fullest extent to ensure that employees meet the highest practicable level of safety training, and to comply with all safety training and certification requirements imposed by federal, state and local regulatory agencies. The Union shall accomplish this obligation by: (1) establishing its own safety training and certification program, (2) participating in such a program established by an Employer, or (3) participating in the programs established by the Association.

SECTION 12
INJURY

A. Employees who are unable to work, as a result of an industrial injury, shall be paid for actual time worked.

B. An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided the employee can perform his work competently and safely.

SECTION 13
DISCHARGE

A. No employee shall be discharged or discriminated against for activities in behalf of or in representation of the Union not interfering with the proper performance of his duties.

B. No employee covered hereby may be discharged or discriminated against by an Employer for refusing to cross or work behind a lawful picket line established by Local #500 / Area 744 or for engaging in any other conduct protected by Section 7 of the Labor Management Relations Act of 1947, as amended. Except as otherwise provided for in this Agreement, work performed under this Agreement will be performed by employees covered under this Agreement.
C. The Union recognized the Employer's right to establish a drug testing policy for its employees. Any employee may be terminated for refusing to submit to (1) substance abuse screening, (2) for drinking on the job, (3) for drunkenness, (4) for dishonesty or for any lawful reason, which affects the employee's qualification to perform work on the jobsite.

D. Any discharge may be subject to the grievance procedure.

SECTION 14
LOCAL MAN HIRING PROVISION

In the employment of employees for all work covered by this Agreement in the territory above described, the following provisions, subject to the conditions of Section 5 of this Agreement, shall govern:

A. The Union shall establish and maintain open and non-discriminatory employment lists for employment of workers in the work area jurisdiction.

B. The Employer shall hire skilled and competent workman covered by this Agreement, from lists maintained by the Union or the Employer with the understanding that the Employers shall have the exclusive right, if needed to hire from any source available to man the project.

C. The Employer will report each worker's name, social security number, and work classification to the Union or its agents and when such workman is hired the Union will mail a dispatch slip to the Employer.

D. Should the Employer utilize the Union's hiring list, the Union will furnish written identification for each such required competent worker entered on its lists to the Employer, and will furnish such workers listed in the following priority:

   Local workers designated by name by the Employer who have worked for a signatory employer within the Union's work and area jurisdiction, provided they are available for employment.

   1. When requested by the Employer, the Union will furnish the Employer, on a monthly basis, a list of members who have not tendered periodic dues to the Union. In addition, the Union will provide the Employer, when requested, a list of members of the eligible for dispatch.

E. Any individual who is rejected by the Employer shall not be re-referred to the Employer when the Employer has notified the Union in writing not to refer said worker for re-employment. The Employer will be the sole judge of the qualifications of all its employees.

F. The Contractor recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the
Contractor are Cement Masons who are necessary to the efficient continuity of the Contractor's operations. Therefore, the Contractor may transfer up to three (3) Cement Masons and one (1) foreman to the jobsite from the Southern California area outside of San Diego County. After the transfer of no more than three (3) Cement Masons and one (1) foreman, the Contractor must hire the next three (3) Cement Masons from the Local Union. Thereafter, the Contractor may transfer from the Southern California area outside of San Diego one (1) additional Cement Mason for each Cement Mason hired from the Local Union hiring hall. The Contractor shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Cement Masons. Foreman shall be excluded from any ratio. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area. The Contractor must properly clear all employees, including foreman and key employees, with a dispatch slip from the Local Union. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Cement Masons, the Contractor shall first contact the Local Union. Any additional transfers shall only be made by mutual consent.

SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY

A. The Employer and the Union will not discriminate against any person with regard to employment or union membership because of his or her race, religion, color, sex, age, national origin, or ancestry or other prohibited criteria. 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.

B. In the event that an employee represented by the Union, or an applicant for employment, brings a claim against the Employer for an allegedly discriminatory hiring or employment practice, the Union agrees to cooperate fully with the Employer to ensure a prompt and full investigation of the circumstances pertaining to the alleged discrimination, its effects, and the potential remedy sought by the person bringing the claim.

SECTION 16
JURISDICTIONAL DISPUTES

A. During the term hereof, there shall be no strikes, slowdowns or stoppages or work occasioned by jurisdictional disputes between the Union and any other Unions. All employees covered by this Agreement shall perform the work customarily performed by them and shall cooperate and work with employees represented by other unions without regard to past, present or future disputes on jurisdictional claims.
B. When making work assignments, the Employer shall make reasonable efforts to assign the work in accordance with existing inter-craft agreements between the Union and any other unions with which the Employer may become signatory. In the absence of inter-craft agreements, the past practice of the area will prevail.

SECTION 17
STRIKES AND LOCKOUTS

A. It is the purpose and intent of the Employers and the Union that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the grievance and arbitration procedures. The Union agrees that neither it nor its officer, agents, members, nor employees represented by it will engage in, authorize, instigate, or aid work stoppages or strikes, interruptions, slowdowns, or other impeding of the work during the terms of this Agreement. The provisions of this section extend to all sympathy strikes affecting the Employer's operations, and to all strikes aimed at other employers who are working upon, or making deliveries to, the Employer's jobsite. There shall be no more than two (2) agents or representatives of the Union present on each of the Employer's projects at any one time. Further, the Union will use its best efforts to prevent, halt, terminate, and minimize the effect of any work stoppages, strikes, interruptions, slowdowns, or other impeding of the work.

B. The Union shall have the right to immediately withhold or remove workmen or picket the job of any individual Employer who is in violation of the wage payment, fringe benefit payment and/or liquidated damage payment, or the conference board decision(s) and shall, when ordered by the Trustees of any Trust covered by this Agreement, withhold or remove workmen from any Employer for failure to make trust fund contributions or submit business records, books and reports pertaining to the payment of wages, fringe benefits, and / or liquidated damages.

C. The Employer agrees not to lock out any employees whose work is covered by this Agreement.

D. The foregoing promises by the Union and the Employer shall be specifically enforceable by the Union and the Employer regardless of whether or not the subject of the dispute giving rise to the strike, work stoppage, slowdown or other impediment of work is subject to grievance and arbitration.
SECTION 18
PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

A. All grievances or disputes shall be brought to the attention of the Employer within ten (10) working days of the occurrence giving rise to the dispute, or it shall be waived. Should a grievance or dispute arise on the jobsite, it shall be processed in the following sequence, using the number of steps necessary to dispose thereof.

1. The Craft Steward or Union representative is to receive grievances or disputes from employees represented by the Union, and shall immediately report them to the Employer.

2. The Union representative shall endeavor to settle the grievance or dispute with the Employer.

3. The Union representative shall refer the grievance or dispute to the Association representative. The Association representative shall endeavor to settle the grievance or dispute with the Union representative and the Employer.

4. Failure to resolve the grievance or dispute by 1, 2, or 3 above, shall cause the grievance or dispute to be referred to the Joint Conference Board for settlement within fifteen (15) days after the conclusion of Step 3, or the grievance or dispute shall not be considered by the Joint Conference Board and the case will be considered closed.

5. The Conference Board shall not be required to make adjustments in wage claims, or unpaid classification premium or overtime payment retroactive beyond forty-five (45) days, unless by unanimous vote of the Conference Board. Fringe benefits are excluded from decisions of the Joint Conference Board.

B. Conference Board.

1. There shall be a Conference Board of three (3) members, one representing the Union, one representing the Employer, and one neutral member, who shall be Chairman.

2. The purpose of the Joint Conference Board is to settle disputes or grievances referred to it and to interpret this Agreement. The Joint Conference Board is to be limited to those purposes, and shall hear cases and render decisions based solely upon interpretation of this Agreement for the Union and the Employer.

3. The Conference Board Chairman shall be selected by a selection committee comprised of two (2) representatives of the Union and two (2) representatives of the Employer. The selection committee shall be appointed by the signators within fifteen (15) days after consummation of this Agreement. The committee
shall select its own chairperson, or co-chairperson. The selection committee shall nominate eight (8) candidates for Chairperson of the Conference Board. The Union representatives shall nominate four (4) candidates. From this list of eight (8) candidates, they shall select the Chairperson of the Conference Board and the alternate Chairperson by majority vote, within thirty (30) days after consummation of this Agreement. The selection committee shall notify the signatory parties to this Agreement, the name, address and phone number of the elected Chairperson and the alternate Chairperson. In the event the elected Chairperson is not available to hear a case that has been scheduled, or a vacancy occurs by resignation, disability or death, the alternate Chairperson and members of the Conference Board shall serve for the term of the Agreement, or until replaced, if for a lesser time.

4. Conference Board members other than the Chairperson shall be appointed by the signators in the following manner: The Union and the Employer Association shall each appoint four (4) representatives and two (2) alternates, making a total of twelve (12) members to the grievance panel, only one (1) of which from the Union panel and the Employer panel shall hear the case with the Chairperson.

5. The Joint Conference Board will convene upon request of the Association or upon the request of the Union using the following procedures:

   a. If the request is initiated by the Union upon written request to the Association representative and the Employer involved.

   b. If the request is initiated by an Employer and/or Association upon written request to the Union.

6. This meeting shall be scheduled by the Chairperson not sooner that forty-eight (48) hours nor more than seven (7) days after receipt of said request for a Conference Board hearing, unless mutually agreed upon by the parties to the grievance.

7. A quorum requires that all Conference Board positions be filled. There shall be one (1) Union representative, one (1) Employer representative and the Chairperson present. Each shall have one (1) vote.

8. The Conference Board shall meet upon request or as it deems advisable to set up ground rules, study and interpret this Agreement, and to prepare forms and procedures for hearing and presentation of cases.

9. The Conference Board shall keep minutes and shall notify all parties of decisions rendered, in writing.

10. Any expenses incurred by the Joint Conference Board shall be paid equally by the Union and the Employer, regardless of the decision.
11. The elected Chairperson shall be paid an amount agreed upon jointly by the parties to this Agreement.

12. Voting on any grievance or dispute or any other proposition shall be done in executive session only and no record of the distribution of votes shall be kept or distributed.
   a. The Joint Conference Board shall remain in session, exclusive of recess, until it has arrived at a decision.

13. The determination of the Joint Conference Board is final and binding upon the parties. There shall be no appeals.
   a. A simple majority vote is required to dispose of items on the agenda.
   b. The Joint Conference Board shall have the right of discovery in specific cases subsequent to convention for the hearing on that particular case.
   c. The grievance procedure is limited to signatory members of the Association.
   d. There shall be no attorneys, court reporters, or recording devices of any type at the Conference Board hearings.

SECTION 19
PAYMENT OF WAGES

A. All wages due employees must be paid weekly on a designated payday by the Employer on the jobsite prior to the end of the employee's shift.

B. The Employer shall provide with each payroll check an itemized check stub showing each contribution and deduction made for the payroll period covered by the check or a separate statement showing the name and address of the Employer, with each payroll check showing separately regular deductions, the rate of pay, straight-time and overtime hours worked for the payroll period and the ending date. Each check shall show the name of the employee.

C. Upon layoff or discharge for any reason, the employee shall be paid immediately in full. In the event the Employer fails to pay the employee, the employee will be paid waiting time per the laws of the State of California.
SECTION 20
WORK PERIODS

A. Forty (40) hours worked from Monday through Friday shall constitute a week's work. Any work performed in excess of eight hours in one day or forty hours in one week shall be payable at the rate of one and one-half (1 1/2) times the employee's straight-time hourly rate, unless the Employer has scheduled a work week of four ten hour days. Work on a Sunday or holiday shall be payable at the rate of two (2) times the employee's straight-time hourly rate, unless the Sunday work is in accordance with a regularly scheduled shift as designated by the Employer. Notice of shift hours will be provided by the Employer to the Union in writing, and shift arrangements are subject to change at the discretion of the Employer. The Employer will make every reasonable effort to work shifts between the hours of 5:00 A.M. and 6:00 P.M. The Employer will pay double time after 12 hours of work in anyone day.

   1. The Union will agree to any special shift arrangement required by the Employer.

B. No employee shall be required to work more than five (5) consecutive hours without a one-half (11/2) hour break for meals. When employees are required to work over five (5) hours without being provided with a one-half hour uninterrupted meal period, they shall receive the appropriate overtime rate of pay.

C. All starting times shall be determined by the Employer.

D. Make-up Day: Where the regular employee lacks the necessary hours to complete his forty (40) hours in anyone week, on a voluntary basis, the employee may work up to an eight (8) hour straight time shift on Saturday. The make-up day shall apply to special or multiple shift arrangements.

E. Workman will be paid show-up time when he is dispatched to the Employer through the Union's hiring list.

   1. An employee so dispatched, will not be paid show-up time when:
      a. The Employer has notified the Union in writing; not to refer said workman for re-employment.
      b. The employee fails to report by starting time established by the Employer and specified at the time of ordering the workman. The Employer may waive this paragraph by hiring the workman, regardless of time of reporting.
      c. The employee reports for work in unfit conditions or without proper tools, referral, or credentials.
      d. The employee is unable or refuses to perform the specified work for which he was requested, in which case the Employer or his representatives shall immediately notify the Union. If the employee is
unable to perform the specified work for which he was requested, he shall be paid only for actual time worked.

c. The employee has been notified before the end of the last preceding shift not to report.

2. An employee discharged for incompetence shall receive pay for the actual hours worked.

3. Any employee who reports for work shall receive not less than two (2) hours pay, and if more than two (2) hours are worked in anyone (1) day, he shall receive four (4) hours pay, and if more than four (4) hours are worked in any one (1) day, he shall receive eight (8) hours pay, and if more than eight (8) hours are worked in anyone (1) day, he shall receive the rate of pay required by the laws of the State of California, unless the reason for the stoppage is due to inclement weather.

4. On overtime days, whenever employees work more than four (4) hours they shall be paid only for actual hours worked at the overtime pay.

5. Any employee who refuses to accept a work assignment from the Employer, at the end of anyone of the above shift segments, shall be paid actual hours worked for that day.

6. No employee shall be required to furnish to the Employer transportation of the Employer’s tools, materials, or equipment of any kind.

SECTION 21
HOLIDAYS

The following days are recognized as holidays:
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day (November 11)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

If any of the above Holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid at the double time rate. Nor work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger.
SECTION 22
TRANSPORTATION

Employees shall travel to and from work on their own time and by means of their own transportation. The Employer shall not be responsible for toll expenses.

SECTION 23
PARKING

In the event free parking spaces are not available within three hundred and fifty (350) yards of a jobsite, the Employer will provide facilities and 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 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.

SECTION 24
CRAFT WORKING RULES

A. The Employer shall not require, directly or indirectly, an employee covered by the terms of this Agreement to furnish a pickup or other conveyance to transport the Employer's tools, materials or equipment of any kind.

B. Foreman means a working employee appointed by the Employer giving orders to other employees. A Foreman will receive $3.00 per hour over the highest base wage paid to a journeyman under his direct supervision and on the Employer's payroll. The Foreman can supervise a crew on one jobsite only. The Foreman rate shall not be affected by premium pay unless the Foreman is actually engaged in performing work requiring a premium rate. When five (5) or more Cement Masons are employed on the job, one (1) Cement Mason shall receive the Foreman's scale of wages on that project only and he will work with the tools of the trade.

C. Breaks, Rest Periods, and Heat Illness

_Meal Period_. There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled to begin not more than one-half (1 1/2) hour before and completed not later than one (1) hour after the mid-point of the regularly scheduled hours of work for each Employee's shift. The meal period for Mechanics, Service, and Lubricating Engineers, may be scheduled to permit work at the applicable straight-time rate during the regularly scheduled meal period.
If the individual Employer requires the Employee to perform any work included in this Agreement through his/her scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

Second (2nd) Meal Period. No Employee shall be required to work continuously for more than ten (10) hours per workday without the individual Employer providing the Employee with an uninterrupted second (2nd) thirty (30) minute meal period.

However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second (2nd) meal period so long as the first (1st) meal period was taken and the Employee works not more than a total of twelve (12) hours.

Should any provision of California State Labor Code Section 512 be amended during the term of this Agreement, the parties agree to meet to abide by those changes.

All disputes concerning meals and/or rest periods or heat illness/cool-down are subject to the Grievance Procedures and must be brought to the attention of the Employer, in writing, by the Union or Employee within fifteen (15) business days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

Rest Periods. As provided by the State of California Industrial Welfare Commission Order No. 16-2001 covering Construction operations, Employees are authorized and shall be permitted to take a total often (10) minutes during each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Employees shall coordinate the timing of each ten (10) minute rest break with their supervisors and fellow employees to assure the continuity of work. Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer.

It is understood that the Employee will take his appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due to operational requirements. Employees are required to notify their supervisor whenever they are unable to take their state-mandated rest period.

All disputes concerning meals and/or rest periods or heat illness/cool-down are subject to the Grievance Procedures and must be brought to the attention of the Employer, in writing, by the Union or Employee within fifteen (15) business days of the alleged
violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

*Heat Illness & Recovery Period.* A heat illness preventative cool-down period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL OSHA requirements.

All disputes concerning meals and/or rest periods or heat illness/cooldown are subject to the Grievance Procedures and must be brought to the attention of the Employer, in writing, by the Union or Employee within fifteen (15) business days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

**SECTION 25**
**SUBCONTRACTORS**

The contractors shall subcontract work covered by this agreement to persons, firms or corporations party to an agreement with the UNION provided that such persons, firms or corporations are competitive in terms of job bids. Should this not be the case, the employers shall be free to subcontract work covered by this agreement without regard to the signatory status of the subcontractor. The employer shall be the sole judge of a subcontractor's competitiveness. The employer agrees to utilize Cement Masons for work covered by this agreement that is not subcontracted.

**SECTION 26**
**WAGES**

Classifications and pay rates shall be those listed on Appendix "A" to this Agreement.

**SECTION 27**
**PUBLIC WORKS PROJECTS COVERED BY THE DAVIS-BACON ACT AND RELATED STATUTES OR THE CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.**

A. In the event that the Employer bids and contracts for 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 benefits required to be paid under this Agreement for that project only. In the event that the predetermined or prevailing rate for a project changes during the life of this project,
any such change shall immediately be adopted as the wage and fringe benefits required to be paid under this Agreement.

B. If there is an increase in fringe benefit contribution rates under this Agreement during the life of public works project, the fringe benefit rate increase shall not apply to contractors working on predetermined or prevailing wage projects unless the fringe benefit rate increase is incorporated into the predetermined or prevailing rates established for the project.

C. In the event of a mandated overall reduction in the Cement Mason wage & fringe rates for San Diego County, the parties agree to meet at the call of either party, to adjust the wages and fringes contained herein to comply with said mandate.

SECTION 28
HEALTH AND WELFARE

A. Employers signatory to this Agreement agree to pay to the Cement Masons Southern California Health & Welfare Plan, covering Cement Masons Local Unions 500 & 600 affiliated with the Southern California District Council of Operative Plasterers & Cement Masons International Association, AFL-CIO, as its principal Trust Office located in the County of Los Angeles, California. The sum designated in Appendix "A" of this Agreement for each hour worked by employees or for which they receive pay, for all employees covered by this Agreement.

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

C. The Union and the Employers shall devise a payment plan that conforms to Section 28 B so that there will be no additional cost for Health & Welfare above the amount the Contractor is obligated to pay under the Master Labor Agreement.

D. The participation of the Employers 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 greater. (This money paid into the Health & Welfare Trust Fund is to be used for health and welfare benefits, pursuant to the certain Trust Agreement referred to for convenience as the Cement Masons Southern California Health & Welfare Plan.)

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

F. The Cement Masons' Health and Welfare Trust Fund for Southern California 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.

G. 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 the 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 such trust agreement as it is now or may be subsequently amended. Two cents ($0.02) from the WCTF will be allocated to the ADR Program.

**SECTION 29**

**PENSION**

A. Commencing with hours worked on July 1, 2016 the Employer will contribute the sum listed on Appendix "B" for all hours worked by employees the San Diego County Cement Mason's Cement Fund. Any change in contribution rates shall reduce the wage rates contained in this Agreement accordingly, so that the total wage/fringe package cost remains constant.

B. The Employer adopts and agrees to become bound to the trust agreement establishing the San Diego County Construction Cement Masons' Pension Trust Fund. The Employer designates and agrees to the appointment of the from time-to-time Employer trustees to the pension trust.

C. If Trustees of the Pension Plan are required by the PENSION Protection Act of 2006 to impose an increase in the employer contribution to the Pension Plan during the term of the agreement because of funding deficiency per the provisions of the Act, the employee base wage will be reduced by the same amount as the increased...
Contributions. However, the parties to this agreement shall adopt a rehabilitation plan presented to them by the Board of Trustees of the San Diego County Cement Masons Pension Trust Fund on or before December 1, 2009 to avoid any potential employer surcharge, or in accordance with such other deadline as may be imposed by the PP A or other applicable statutes or regulations.

D. The Trustees of the Pension Fund will develop a benefit/contribution formula that is designed to keep the Pension Fund in the GREEN ZONE as defined by the Pension Protection Act of 2006. Benefits increases will not be given that force the FUND out of the GREEN ZONE.

E. The Trustees of the Pension Fund will adopt a rehabilitation plan per the Pension Protection Act of 2006 if the projected Funding Deficiencies require the Trustees to consider that option or an assessment of contributing employers.

F. The Establishment of a supplemental Annuity Trust Fund Agreement between the Contractors and the Union may be initiated at any time during the life of this agreement by mutual consent.

SECTION 30
VACATION TRUST

A. The Employers and the Union agree to establish the Southern California Cement Masons Vacation Savings Plan.

B. The Contractor shall make payments in the amount designated in Appendix "C" 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 Savings Plan.

C. Vacation benefits shall be distributed in accordance with the rules and policies established under the Southern California Cement Masons Vacation Savings Plan. Administrative costs and interest income shall be allocated to each account in accordance with the established Plan rules and policies. The plan will cover sick pay benefits for all sick pay programs not exempted under Section 37.

SECTION 31
SAN DIEGO CONSTRUCTION INDUSTRY ADVANCEMENT FUND

The parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of means 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 13 cents ($0.13) per hour for all hours worked or paid for by all employees employed under the

23 CEMENT MASONs - ENGINEERING AGREEMENT JULY 1, 2016 - JUNE 30, 2019
terms of this Agreement to the SAN DIEGO CONSTRUCTION INDUSTRY ADVANCEMENT FUND, 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 SAN DIEGO CONSTRUCTION INDUSTRY ADVANCEMENT FUND and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.

SECTION 32
CREW COMPOSITION AND SIZE

Crew composition and ration by classification shall be designated at the discretion of the Employer consistent with past jurisdictional practices. An Employer may employ one (1) apprentice when one (1) cement mason journeyman is employed, consistent with the hours of employment required by Section 1777.5 of the California Labor Code.

SECTION 33
ADMINISTRATIVE DUES

A. Subject to the following conditions, the Employers agree that they shall, if furnished with an Employee's written authorization to deduct the sum from the amounts required to be paid in Appendix "A" to this Agreement for each Employee covered hereby for each hour worked or paid for each payroll period as administrative dues. In implementing the foregoing, the parties recognize the Vacation/Dues Reconciliation Trust (hereinafter "Dues Trust") as agent for the purpose of receiving and holding written authorization cards for receiving, holding, allocating and distributing the supplemental dues monies.

B. Said administrative dues shall be transmitted to the Dues Trust concurrently with, but not as part of, the Employer's monthly contributions with respect to his Employees covered by this Agreement. All sums deducted by the Employer pursuant to the provisions of this Section shall, from the instant of their deduction, be considered dues if proper authorizations shall have been furnished. All other sums transmitted by the employers pursuant to the provisions of this Section 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 Plan for the account of the Employee. Prior to deposit in a separate bank accounts of the Dues Trust, on the one hand, and accounts of the Vacation 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 Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written authorizations 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 Employer 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 Union and/or Dues Trust, as agent for the Employer, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

SECTION 34

ADA COMPLIANCE

The Union and the Employer recognize that significant legal obligations have been imposed on employers by the Americans with Disabilities Act (ADA). It is further recognized that the extent of these legal obligations, and the way, in which they must be met, is presently unclear. The Union agrees, on behalf of itself and employees it represents, to cooperate with the Employer to ensure that the requirements of the ADA are complied with. In the event problems arise over application over ADA with the terms of this Agreement, the provisions of Section 34 shall apply.

SECTION 35

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. The parties 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, rulings, or regulations, they will promptly enter into lawful negotiations concerning the substance thereof. If any part or parts are held or determined to be void or illegal, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void render the balance of the Agreement inoperable.

SECTION 36

APPRENTICESHIP TRAINING

A. The Employers and the Union recognize the need for Apprenticeship Training and to this end 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 Southern California Cement Masons' Joint Apprenticeship Training Committee. The Employers will appoint members to the JATc and participate in their activities.

B. For all work the Employer may employ a ratio of apprentices to journeyman of not more than one apprentice to one 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. The minimum ratio of one (1) apprentice hour for each five (5) journeyman hours established by the Labor Code remains unchanged.

25 CEMENT MASON'S - ENGINEERING AGREEMENT JULY 1, 2016 - JUNE 30, 2019
C. The Employers shall contribute the amount designated in Appendix "C" for all work covered by this Agreement into the Southern California Cement Masons Joint Apprenticeship Training Trust Fund.

D. The parties agree that the Apprenticeship Trustees should spend the available apprenticeship monies for Apprenticeship Training as recommended by the JATC provided such recommendations are in accordance with the terms of the Trust.

SECTION 37
HEALTHY WORKPLACE/HEALTHY FAMILY ACT

A. "The parties hereto agree to the fullest extent permitted, the Master Agreement shall operate to waive any and all provisions of the Healthy Workplace Family Act of 2014, effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Master Agreement."

Agreed this 1st day of July, 2016

SOUTHERN CALIFORNIA
CONTRACTORS ASSOCIATION

OPERATIVE PLASTERERS' &
CEMENT MASON'S
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 500/AREA 744

For its signatory contractor members

By ____________________________
Date 4/11/2017

By ____________________________
Date _______________
APPENDIX "A"
WAGE RATE
EFFECTIVE JULY 1, 2016
JOURNEYMAN CEMENT MASON

* = All raises to be allocated to the Pension Fund contribution = $1.10
** = All raises to be allocated by union

APPENDIX "B"
FRINGE BENEFITS

EFFECTIVE 7/1/16

| Wage       | $26.57 |
| Health & Welfare | $7.52 |
| Pension     | $10.35 |
| Supplemental Dues | $1.68 |
| Apprenticeship | $0.50 |
| SDCAF       | $0.13 |

APPENDIX "C"
APPRENTICESHIP WAGE RATES Effective 7/1/16

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<thead>
<tr>
<th>Period</th>
<th>%</th>
<th>Base</th>
<th>Supp. Dues</th>
<th>Vac.</th>
<th>Total Taxable Wages</th>
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<td>1st</td>
<td>40% (of wage + vac)</td>
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Apprenticeship Fringe Benefits

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<tr>
<td>Health &amp; Welfare</td>
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<td></td>
<td></td>
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<tr>
<td>Apprenticeship</td>
<td>$0.50</td>
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<tr>
<td>Supp. Dues - see wage sheet</td>
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<table>
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<th>3rd, 4th, 5th, &amp; 6th Period*</th>
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<td>Health &amp; Welfare</td>
<td>$7.52</td>
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<tr>
<td>Pension</td>
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<tr>
<td>Apprenticeship</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>SDCAF</td>
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<tr>
<td>Total</td>
<td>$18.50</td>
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*Supp. Dues & Vacation - see wage sheet
APPENDIX "A"
WAGE RATE
EFFECTIVE: 7/18/16

*= Raises to be allocated to Base Wage= $1.00; H & W = $0.25; Apprenticeship = $0.05
Foreman - $1.00
**= All raises to be allocated by union

APPENDIX "B"
FRINGE BENEFITS

EFFECTIVE 7/18/16

<table>
<thead>
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<td>Pension</td>
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<td>Supplemental Dues</td>
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<td>Apprenticeship</td>
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<td>SDCAF</td>
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APPENDIX "C"
APPRENTICESHIP WAGE RATES Effective 7/18/16

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<tr>
<th>Period</th>
<th>%</th>
<th>Base</th>
<th>Supp. Dues</th>
<th>Vac.</th>
<th>Total Taxable Wages</th>
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<tbody>
<tr>
<td>1st</td>
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<td>6th</td>
<td>90%</td>
<td>$24.81</td>
<td>$1.68</td>
<td>$2.50</td>
<td>$28.99</td>
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Apprenticeship Fringe Benefits

1st & 2nd Period *

- Health & Welfare $7.77
- Apprenticeship $0.55
- Supp. Dues - see wage sheet

3rd, 4th, 5th, & 6th Period *

- Health & Welfare $7.77
- Pension $10.35
- Apprenticeship $0.55
- SDCAF $0.13
- Total $18.50

*Supp. Dues & Vacation - see wage sheet

Future Increases

1/1/17 = $1.00 to Base Wage
7/1/17 = $2.10 = $1.00 to Base Wage; $1.10 to Pension
1/1/18 = $0.50 to Base Wage
7/1/18 = $2.10 = $1.00 to Base Wage; $1.10 to Pension
1/1/19 - $0.50 to Base Wage
LETTER OF UNDERSTANDING

The undersigned, on behalf of their respective organizations, declare their agreement to the following conditions and understandings that shall apply to private engineering site development work, such as shopping center site development and residential site development work outside the building line which shall include but not limited to curb and gutter work, sidewalks, landscape, underground pipeline work, paving and such other work covered herein, undertaken with private funding.

1. Except as otherwise provided for herein, all of the terms and conditions of the Master Labor Agreement for engineering between the Southern California Contractor Association and Cement Masons Local 500, Area #744 are adopted by reference into this letter of understanding.

2. Wages shall be per the current AGC Building Agreement, Type I & II, per hour for journeyman performing work covered by this letter of understanding.

*See MLA

3. Fringe benefits shall be as set forth in the SCCA Engineering Agreement. Fringe benefits will be paid on all overtime hours.

4. The contractor shall be entitled to utilize a one-to-one apprentice to journeyman ratio.

5. The contractor will make an effort to subcontract work covered by this letter of understanding to persons, firms or corporations party to an agreement with the union. However, the Employer shall be free to subcontract all work covered by this letter of understanding without regard to the signatory status of the subcontractor. The Employer agrees to utilize cement masons for work covered by this letter of understanding that is not subcontracted.

This letter of understanding terminates June 30, 2019.

Southern California Contractors Association

Operative Plasters and Cement Masons International Association, Local Union

Date Signed

Date Signed

29 CEMENT MASON'S - ENGINEERING AGREEMENT JULY 1, 2016 - JUNE 30, 2019