

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS' OF NORTHERN**  
**CALIFORNIA**  
**AND THE**  
**UNITED CONTRACTORS**

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WHEREAS, the District Council of Plasterers' and Cement Masons' of Northern California ("Union") and the United Contractors ("Employers") are parties to a collective bargaining agreement ("Agreement") referred to as the UCON/Cement Masons Master Agreement;

WHEREAS, there currently exist unprecedented circumstances in the employment of workers covered by the UCON/Cement Masons Master Agreement caused by the coronavirus/COVID-19 pandemic resulting in, among other things, project-wide and company-wide layoffs to comply with health and safety directives; and

WHEREAS, the parties now desire to temporarily modify the Agreement to allow flexibility to Individual Employers to pay wages at the time of quit or layoff for those Employees that were laid-off due to health and safety actions in response to the coronavirus/COVID-19 pandemic.

NOW THEREFORE, the parties agree as follows:

1. For all hours paid, but not worked, by reason of compliance with the Families First Coronavirus Response Act (FFCRA), including the Emergency Paid Sick Leave Act (EPSLA) and the Expanded Family Medical Leave Act (EFMLA), Individual Employers shall not be obligated to make fringe benefit payments, except for Health and Welfare contributions as required by the FFCRA. The provisions of paragraphs 1 & 2 shall expire on December 31, 2020, in conjunction with the expiration of the FFCRA.
2. For purposes of calculating payments to and on behalf of employees under the EPSLA and EFMLA, the applicable wage rate shall be the classification rate under which the worker was classified prior to receiving such pay, which includes the Vacation and Supplemental Dues hourly amount (which is the total taxable wage rate). All payments of wages required by the EPSLA and EFMLA, net of payroll deductions, will be paid directly to the employee on a paycheck indicating that such wages are being paid in compliance with the EPSLA and EFMLA. Vacation and Supplemental Dues will continue to be remitted to the Fund Administrator.
3. Cement Masons who decline to perform work due to concerns of contracting COVID-19 shall not suffer any adverse employment action such as discharge, or opposition to an application for unemployment benefits, and shall be entitled to reinstatement, provided that the job continues and work is available.
4. If an employee is sent home due to potential exposure to quarantine or because a jobsite is shutdown, the Individual Employer will notify the Local Union from which that employee was dispatched. The Union and Individual Employer agree to keep such information confidential.


5. The Union and Employer further agree that Individual Employers may utilize temperature monitoring systems to identify possible COVID-19 exposure. The Union and Employer agree that Individual Employers may require that all employees cooperate by having his/her temperature checked prior to beginning work. The parties further agree that if an Individual Employee refuses to have his/her temperature scanned as a condition of performing work, the Individual Employee will not be entitled to show up time pay. The parties agree that all Individual Employees who agree to such temperature scans are entitled to receive pay for time spent awaiting and receiving such scans pursuant to the hourly pay requirements set forth in the UCON/Cement Masons Master Agreement.
6. Local Unions shall continue to maintain a current registration list. This Memorandum of Understanding modifies Section 3B of the UCON/Cement Masons Master Agreement such that a Local Union may choose to cancel roll-call or allow individuals to answer roll-call by phone during this COVID-19 outbreak and during the existence of shelter-in-place requirements in the jurisdiction of the particular Local Union.
7. This Memorandum of Understanding also modifies Section 3B of the UCON/Cement Masons Master Agreement to include that no person shall be eliminated from the registration list for refusing to accept employment for legitimate reasons relating to the coronavirus/COVID-19 outbreak and/or a shelter-in-place order. Such person shall maintain his/her position on the list until such order has been lifted.
8. All other terms and conditions of the UCON/Cement Masons Master Agreement shall remain in full force and effect.
9. Except as provided in Paragraph 1, this modification shall expire when the state and county shelter-in-place orders are lifted, or by notification by the Employer or the Union 15 days in advance.

This Memorandum of Understanding shall be effective as of July 1, 2020.

**FOR THE UNION:**

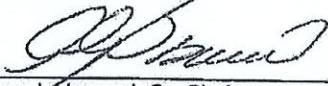
**DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS' OF NORTHERN CALIFORNIA**

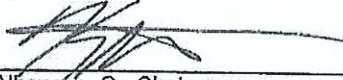
By   
Jerry Zamora, Business Manager Local 400

By   
Keith Shanks, Business Manager Local 300

FOR THE EMPLOYER:

UNITED CONTRACTORS

By   
\_\_\_\_\_  
Andrew J. Vasconi, Co-Chairman

By   
\_\_\_\_\_  
Kevin Albanese, Co-Chairman