## **MEMORANDUM OF UNDERSTANDING**

It is hereby agreed by and between United Contractors and its respective members ("Employer") and the Northern California District Council of Plasterers and Cement Masons, affiliated with the Operative Plasterers and Cement Masons International Association ("Union"), as follows:

For COVID-19 Supplemental Paid Sick Leave paid pursuant to Labor Code Section 248.6 (SB 114), the following terms and conditions shall apply to establish compensation for Union members who qualify for paid Sick Leave under said law:

For purposes of calculating payments to and on behalf of employees, 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 (the total taxable wage rate). All payments of such wages required by said law, 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 COVID-19 Supplemental Paid Sick Leave law.

For all hours paid, but not worked, pursuant to Labor Code Section 248.6, Individual Employers shall not be obligated to make any fringe benefit payments, with the exception of Health & Welfare, which shall be paid on all such hours. Individual Employers shall maintain payroll records indicating compliance with this paragraph to ensure that these hours can be easily identified in future audits of the Individual Employer's records.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding by their respective officers authorized to do so this 28th day of February, 2022.

**ASSOCIATION:** 

LINION:

**United Contractors** 

Northern California District Council of Plasterers and Cement Masons

Victor Sella, Director of Labor Relations

Cody Bik, Interim Business Manager, Local 400

Emilio Aldana, Business Manager, Local 300

Chester Murphy