

UNITED CONTRACTORS/CEMENT MASONS (S. CA)
MASTER AGREEMENT
SUMMARY OF 2025-2028 MODIFICATIONS

~~strikethrough~~ = deleted language ♦ **bold & underline** = new language ♦ *italic* = explanation

1. **Term:** 3 Years - Effective July 1, 2025 to June 30, 2028

2. **Total Package Increases:** *(4.50% average increase)*

July 1, 2025
\$4.01* **

July 1, 2026
\$3.16**

July 1, 2027
\$3.21**

*Allocated as follows: Hourly Wage \$2.20, Pension \$1.00, Health & Welfare \$0.25, Define Contribution (IRA) \$0.50, Supplemental Dues \$0.05, Contract Administrative Fund \$0.01. Retroactive to July 1, 2025.

**\$0.01 allocated to Contract Administrative Fund (CAF); remainder to be allocated by the Union

Increases to certain premiums from \$0.25 to \$1.00 per hour are also effective July 1, 2025. See #8 in this Summary.

3. **Article I – General Provisions, Section 102. Coverage, 102.5.2**

- *Addition of Polyester Concrete Overlay & 3D Print Finisher Assistant on finishing work only to all 3 sections of MLA*
- *Same new classifications also added to Article III – Hiring Provisions, Section 301.2 and Article XXIV – Wage Scales, Section 2402.3 Classifications*

Cellular cement mason, chipping, patching, grinding, setting all concrete forms and perimeter forms, including catch basin structures and drain inlets, curb forms and planks, setting of lines, stakes and grades, setting screeds, which includes screedpins; cutting, scoring and sawing new concrete, plugging, filling Shee-Bolt holes; dry packing concrete and EMBECO; tending material hose on slabs, floors and decks; tending mixer- truck chute on slabs, floors and decks; bush hammering; patching and sacking, rodding, tamping, bid well and similar type rodding machines, bull floating and all Cement Masons work associated with Concrete Polishing, ~~and Pervious Concrete,~~ **Polyester Concrete Overlay and 3D-Print Finisher Assistant (finishing work only).**

4. **Article IX – Holidays, Payment of Wages, Meal and Rest Periods**

- *Addition of President's Day*
- *Addition of Friday holidays when Christmas Day and New Year's Day fall on a Saturday*

901. Holidays

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, **President's Day**, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. **If Christmas or New Year's should fall on**

Saturday, the Friday preceding shall be considered a legal holiday. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

5. **Article IX – Holidays, Payment of Wages, Meal and Rest Periods**

- *Amended PAGA language with updated provisions as follows; all italicized language refers to existing 2024 PAGA MOU terms that will be incorporated into the MLA*

A. **Arbitration of Employment Related Claims**

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

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code sections 2699(f) and 2699.5 as amended, the California Private Attorneys General Act set forth in California Labor Code, Division 2, Part 13, Section 2698, et seq. (“PAGA”) and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter “Statutory Dispute” or “Statutory Disputes”) shall be redressable within this Section 907. All Statutory Disputes shall be subject to and must be processed by the employee, not the Local Union or Union, pursuant to the procedures set forth in this Section 907 as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes (a) shall not be redressable under PAGA, the provisions of which are hereby waived, and (b) shall also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Master Labor Agreement which are deemed Contractual Disputes). This Section 907 shall not apply to claims before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers’ Compensation.

In addition to the statutory claims listed above, the parties have also agreed to provide for final and binding arbitration of any and all claims that could be asserted under all local, state and federal antidiscrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, and the California Family Rights Act. All claims for discrimination, harassment or retaliation in employment on the basis of race, age, sex, gender, religion, national origin, alienage, religion, marital status, sexual orientation, disability, or any other basis that is protected under any of those laws, as well as all related or similar claims {including but not limited to those for wrongful termination in violation of public policy, intentional infliction of emotional distress, violation of 42 U.S.C. section 1981, and retaliation in violation of Labor Code section 1102.5), shall be resolved

exclusively under and in accordance with the procedure for settlement of grievances and disputes set forth in this Section 907 to the Agreement and not in a court of law. The agreement to arbitrate such claims shall also include those asserted against any of the Employer's employees, officers or owners.

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

*This Agreement shall apply to any representative and class claims that arise during the term of the Parties' current Master Labor Agreement, regardless of when they were filed with any court or administrative agency; **provided that the Contractor is bound to an extended, renewed or successor Master Labor Agreement if such claims are filed after the termination of this Master Labor Agreement.** An arbitrator presiding over an arbitration conducted pursuant to this Section 907 arbitration procedure shall have the authority to make an award of any and all remedies otherwise available under the California Labor Code, except for an award of penalties that would be payable to the Labor and Workforce Development Agency.*

B. Procedure for Arbitration of Disputes

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

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

If the individual employee dispute is a Statutory Dispute subject to this Section 907, the grievance shall not be heard by the Joint Adjustment Board, but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article VI shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes **and Mediation Procedures. Unless the parties proceeding to an arbitration agree otherwise, they shall request that only lawyers and retired judges be included on all panels of arbitrators offered to the parties.** The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee's ability to pay. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, or if there is a written agreement providing for an award of costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees of costs, and any disputes about the manner of proceeding shall be

decided by the Arbitrator selected. The Local Union or Union shall not be a party to ~~such~~ **the arbitration of Statutory Disputes**, and shall bear no costs or fees of the arbitration.

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

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. This authority includes all remedies available under the California Labor Code provided that nothing in this Section 907 authorizes the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency. **The Arbitrator shall state the reasons for the arbitration decision.** The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

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

6. Article XVI – Working Rules

- *Increase subsistence rate to \$75.00*

1611. Subsistence:

1611.1 In the subsistence area as hereafter defined in 1611.3 and subject to the exceptions noted below, subsistence shall be paid at the rate of ~~forty-five~~ **seventy-five dollars** (~~\$45.00~~ **\$75.00**) per scheduled work day. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

7. Article XX – Vacation, Holiday & Sick Pay

- *Update waiver to reflect amending of Healthy Workplace Healthy Family Act (California Paid Sick Leave)*

2004. The parties hereto agree to the fullest extent permitted, the Master Labor Agreement shall operate to waive any and all provisions of the Healthy Workplace Healthy Family Act of 2014, ~~effective January 1, 2015~~ **as amended January 01, 2024** and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of the Master Labor Agreement. The parties further agree that to the fullest extent permitted, the Agreement shall operate to waive any provisions of any Federal, City, County, or other Local paid leave ordinance.

8. Article XXIV – Wage Scales

- *Increase Troweling Machine Rate premium to \$1.00*
- *Increase specialty pay premium to \$1.00; add aerial boom platform and fixed scaffolding to specialty pay premium*

2402.2 Troweling Machine Rate: ~~twenty five cents~~ **one dollar** (~~\$0.25~~ **\$1.00**) above Journeyman scale

2403 Cement Masons on a swinging stage, **Aerial boom platform**, Bosun Chair, or suspended/**fixed** scaffold, whether swinging or rigid, above or below ground, shall receive ~~twenty five cents~~ **one dollar** (~~\$0.25~~ **\$1.00**) per hour over the applicable rate. All employees working from Boson Chairs shall wear a safety belt provided by the Employer.

9. Article XXVI – Contract Administration Fund

- *Modify section to reflect negotiated increases*

2601 A trust fund entitled “The Contract Administration Trust Fund for Southern California” shall be used only to provide compensation to the Contractors for negotiations and administration of the provisions of this Agreement, including Article VI, for the Industry. All individual Employers shall contribute into the Contract Administration Trust Fund ~~seven~~ **eight** cents (~~\$0.07~~ **\$0.08**) per hour for each hour paid for or worked and an additional two cents (\$0.02) per hour may be allocated during the term of the Agreement. The Trust Fund shall be administered solely by Trustees selected by the Contractors in accordance with a trust agreement to be executed by the Contractors. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

10. New Modified Duty Pay Side Letter

- *Contains provisions for reduced fringe benefits when workers are on modified light duty for workers' comp*

1. In the event an employee is unable to perform bargaining unit work as a result of an industrial injury or illness under California workers' compensation law while employed by the Contractor, the Contractor may offer modified light duty work on the following conditions:
 - a) The modified light duty work assigned to the employee is not bargaining unit work;
 - b) The employee, in his or her sole discretion, accepts the assignment of modified light duty work;
 - c) The employee is paid at his or her regular hourly wage rate under the MLA for modified light duty work;
 - d) The Contractor provides written notice to the Trust Funds Administrator and the Union of its intent to assign modified light duty work to the employee;
2. In the event modified light duty work is assigned to an employee in compliance with Section 1 above, and notwithstanding anything to the contrary in the MLA, the Employer shall not be required to pay fringe benefit contributions on hours worked or paid for such modified light duty work, except that it shall make contributions to the Health & Welfare Trust Fund at the full contribution rate contained in the MLA.
3. An employee's assignment of modified duty subject to these terms shall not extend beyond six (6) months unless extended through mutual agreement between the contractor and employee.
4. The parties' intent is not to disadvantage or interfere with any employee's claim for workers' compensation benefits. The parties currently understand that this provision does not impact an individual employee's workers' compensation claim in any way; however, should the laws or regulations change so this is no longer true, the parties agree to meet and negotiate a provision that is consistent with the parties' intent and the law.

11. New Non-Mandatory Training Side Letter

- *Contains provisions for employers to provide voluntary and professional development training without paying fringe benefits, for a limited number of hours*

Non-Mandatory Training Time – Hours that employees spend participating in professional development or voluntary training, excluding covered work or jobsite production work, offered by the Contractor shall be compensated at the regular wages employees would receive had they been performing covered work.

However, the hours shall not be considered “each hour worked by employees or for which they receive pay” as stated under Article XIX, Article XX, Article XXI, Article XXII, and Attachment No. 1, and the Contractor shall not owe fringe contributions under the aforementioned Articles and Attachment No. 1 for such compensation. Hours of compensation under this provision shall not exceed forty (40) hours in one (1) calendar year for any one (1) employee by an Individual Contractor.

12. New Pension Side Letter

- *Establishes Pension funding policies, with the goal of reaching and maintaining funded or overfunded status.*
- *Provides framework and criteria for when and if Pension benefits can be increased.*

The undersigned parties have entered into the Cement Masons Master Labor Agreement (“Agreement” or “MLA”), effective July 1, 2025 to June 30, 2028, and have agreed to the following provisions concerning the pension benefits provided under the pension trust. In connection with the below agreement, the parties direct the Trustees of the Cement Masons Pension Trust Fund to take all actions necessary to implement and maintain and otherwise comply with the following agreement:

A. Pension

- 1. The parties to the MLA are committed to increasing the funding level of the Pension Trust to an overfunded status, with the ultimate goal of getting to 120% funded. Once at or over 120% funded, the Union has the option of either maintaining the contribution rate to the Pension Trust in effect at that time, or reallocating to Wages, the Annuity Fund or the Health & Welfare Trust any portion of the contribution that is not necessary for the payment of the normal cost of benefits (including assumed operating expenses). The Union shall also have the right to reallocate any sum allocated to Wages, the Annuity Fund or the Health & Welfare Trust pursuant to the previous sentence, back to the Pension Trust if the funded percentage falls below 100%. Alternatively, once at or over 120% funded, any portion of the contribution that is not necessary for the payment of the normal cost of benefits (including assumed operating expenses) can be used to increase benefits if agreed to by the bargaining parties and if approved by the Pension Trust’s Trustees.**
- 2. Further, benefits may be increased during the term of the MLA as follows if the Pension Trust is certified in the Green Zone under the Pension Protection Act for the plan year in which the benefit increase is effective:**
 - a) increases to current accrued benefits and/or benefits for future years of service, for which the Union pays for 100% of the cost of the benefit**

increase from the allocation of the wage increase(s) contained in the MLA.; Any increase in current accrued benefits shall also require approval of the bargaining parties including an agreement on the time period of amortizing the cost of funding the increase.

- b) 13th check for retirees in December of each Plan Year where for the prior Plan Year (i) the Pension Trust's actuary has determined that the Pension Trust is at least 95% funded as of the last day of the prior Plan Year and (ii) the Pension Trust's investment performance for the Prior Plan Year exceeded two times the amount of the cost of the 13th check.
 - c) where the conditions of subsection (b) are not met, a 13th check for retirees for which the Union pays for 100% of the cost of the benefit increase from the allocation of the wage increase contained in the MLA for the year that the 13th check is granted.
 - d) minor adjustments to benefits that have an immaterial impact on the Pension Trust's funding.
3. For the purposes of paragraphs 1 and 2, the funded percentage will be based on the actuarial value of assets and the data and actuarial assumptions used in the most recent actuarial valuation of the Pension Trust.

B. Contribution

The term of this Side Letter shall be for the same term as the parties' MLA, effective July 1, 2025 to June 30, 2028 and from year to year thereafter unless either the Union or the Associations give written notice received by the other party not less than sixty (60) days prior to June 30, 2028 or any subsequent year, of a desire to change, modify, terminate the Agreement.

13. New Private Work Committee Side Letter

- *Contains agreement for labor and management to meet to discuss creating a private work committee.*

The Union has agreed that its representative(s) will meet with Industry representatives for the purpose of creating a new private work agreement that will make the process of performing private work easier and more streamlined as well as make Employers more competitive in the private work market. If a deal is agreed to by the Parties, and ratified by the respective Association bargaining units, the terms will replace the existing private work side letters found in the 2025-2028 S.CA Cement Masons Master Labor Agreement. Unless otherwise agreed to the first meeting will take place before December 31, 2025.

This is a pledge to meet and discuss a private work agreement and will not constitute a contractual reopening of the Master Labor Agreement.

14. Future Considerations (not to be included in MLA or Side Letters at this time)

- *The parties have agreed to discuss, and if approved, implement, the following items at a later date:*
 - 1. **Benefit Improvement** – The parties have agreed to allow one benefit improvement to occur for the Pension Plan in the next 12 months. Once approved, any further improvements must be in accordance with the Pension Benefits Side Letter.
 - 2. **Trust Amendment: Unit Vote** – The parties agree to draft and execute a Trust Amendment to adopt Unit Vote on the various Trust Fund Committees.

3. **Three-Year Apprenticeship Program** – The parties agree in principle to revise the current apprenticeship program standards to reduce the length of the program to three years. Once agreed to at the JATC, the terms will be adopted into the MLA and submitted to the DIR/DAS for recognition.

All other terms and conditions of the 2022-2025 Cement Masons (S. CA) Master Agreement, including any and all Letters of Understanding, Memoranda of Understanding, Side Letter Agreements, Memoranda of Agreement, etc., shall remain unchanged.