1. **Term:** 3 Years – Effective July 1, 2016 through June 30, 2019

2. **Wage & Fringe Benefit Increases:**

<table>
<thead>
<tr>
<th>July 1, 2016</th>
<th>July 1, 2017</th>
<th>July 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.80* ** ***</td>
<td>$1.80* **</td>
<td>$1.95* **</td>
</tr>
</tbody>
</table>

   * The parties agree that sufficient contributions will be made available from these increases to the Pension fund to support any rehabilitation/funding improvement schedule adopted by the bargaining parties. Additional money required for such rehabilitation/funding improvement schedule shall be reallocated from existing wages and/or fringe benefits.

   ** To be allocated by the Union.

   *** Includes an additional $.05 (five cents) for Contract Administration Fund to bring the UCON Master Agreement in line with prevailing wages.

3. **Section 5 (Grievance Procedure):** New language naming Impartial Arbitrator and alternate:

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

   (1) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. **The parties agree to utilize Jim Merrill as the Impartial Arbitrator and Mark Divelbiss as the alternate Impartial Arbitrator for the Boards of Adjustment contained in the grievance procedures during the term of this Agreement.** However, the Impartial Arbitrator may be changed or replaced at the request of either party.
4. Heat Illness Preventative Recovery Period: New language as follows at end of section:

Section 7-A (Working Rules - Work Day)

Heat Illness Preventative Recovery Period

A heat illness preventative recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL OSHA requirements and Individual Employer standards.

If the Employee is not provided a cool-down recovery period by the Individual Employer, Employee must report it immediately to the Individual Employers onsite Supervisor and in no event no later than the end of the shift.

If an Individual Employer fails to provide an Employee a preventative recovery cool-down period in accordance with this Section, the Individual Employer shall pay the Employee one (1) additional hour of straight-time pay at the Employee’s regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No Employee shall be discriminated against for exercising his/her rights pursuant to this Section.

All disputes concerning recovery periods are subject solely and exclusively to the Grievance Procedures provided for in Section 5 of this Agreement and must be brought to the attention of the Employer, in writing, by the Union or Employee within ten (10) calendar days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

5. Additional work types added to major mechanical breakdown under make-up days:

Section 7-C (Working Rules – Change in Work Day or Work-Week)

Saturday Make Up Day

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

6. Section 8-A (Wage Scales) Specialty Classifications

Effective July 1, 2016, the parties agree to increase the basic wage scales in Section 8-A for the specialty classifications (Swing of Slip Form Scaffolds and Mastic Magnesite, Gypsum, Epoxy, Polyester, Resin and all Composition) by twenty-five cents ($0.25).
7. Section 9 (General Conditions): New language expressly allowing for direct deposit

E. Payment of Wages

Unless direct deposit is authorized by the Employee, all wages must be paid on the jobsite weekly. When Employees are laid off or discharged they must be paid wages due them at the time of layoff or discharge in accordance with the provisions of the Labor Code of California.

Each Individual Employer shall make available at the time of payment of wages provide with each payroll check, an itemized check stub statement showing separately the date of payment issuance, the payroll period, straight time hours, overtime hours, the Individual Employer's name and home office location and all legally required deductions. Any method for payment of wages allowable by law and authorized by the Employee is permitted.

8. Paid Sick Leave Waivers – Revised Attachment D

Attachment D – Paid Sick Leave Waivers

The parties hereto agree, to the fullest extent permitted, the Cement Masons Master Labor Agreement shall operate to waive any and all provisions of the Healthy Workplaces, Healthy Families 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.

The parties also agree that, to the fullest extent permitted, the Cement Masons Master Labor Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, effective February 5, 2007, City of Oakland Measure FF and Municipal Code Section 5.92.030, effective March 2, 2015, and City of Emeryville Ordinance No. 15-004, Municipal Code Title 5, Chapter 37, effective July 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Ordinance/Code as presently written and/or amended during the life of this Master Agreement.

In addition, this waiver shall apply to any other city, county, State, Federal or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Master Agreement.

Any disputes concerning the validity of this waiver shall be subject solely and exclusively to the grievance procedures set forth in this Agreement.

All other terms and conditions of the 2013-2016 UCON/Cement Masons Master Labor Agreement between United Contractors and the District Council of Plasterers and Cement Masons of Northern California, including Letters of Understanding, shall remain unchanged.