

MEMORANDUM AGREEMENT

Article A. It is agreed between the undersigned, hereinafter referred to as the Employer, and the Cement Mason Local Unions of the Operative Plasterers and Cement Masons International Association, having jurisdiction in the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, San Diego, and Kern, namely Local Union Nos. 500 and 600, all in the State of California, hereinafter referred to as the Union.

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all employees of the Employer performing work as set forth in the classifications and as described in the current multiple-employer agreement referred to as the Southern California Master Labor Agreement between the Southern California General Contractors and the Twelve Southern Counties Cement Masons, and further agrees that all employees performing any and all such work shall be represented by the Cement Masons Union. This recognition of majority support is based on an unequivocal request for recognition by the Union as majority representative along with the Union having shown or offered to show evidence of its majority support.

The Employer, not being signatory to any recognized Cement Mason multiple-employer agreement, hereby agrees to accept and be bound by all of the terms and conditions of the above current multiple-employer agreement applicable to the Employer's operations and in effect in the area in which the work is performed as recognized, modified, renewed and renegotiated from time to time through collective bargaining between the Union and the applicable multiple-employer group. Such multiple-employer agreement is hereby adopted in its entirety, except those provisions which may be specifically modified herein, and except that the provisions of Article IV, except Sections 403,403.1, 404, 405 and Article VI, shall not be a part of this Agreement. The Employer acknowledges receipt of the applicable multiple-employer agreement and acknowledges that he has read same and is familiar with all of the terms and conditions contained therein. Wherever such conflict exists the provisions of this Memorandum Agreement shall apply. This Agreement shall be limited in jurisdictional coverage solely to the craft specified herein.

Article B. The Employer further agrees to accept, assume and be bound by all the terms and conditions and obligations imposed by and under the Cement Masons Southern California Health and Welfare Fund, 11 Counties Cement Masons Vacation Savings Plan, Cement Masons Southern California Pension Trust, Cement Masons Southern California Individual Retirement Account (Defined Contributions) Trust, and Southern California Cement Masons Joint Apprenticeship Trust; for work in San Diego County; San Diego County Cement Masons Pension Trust, San Diego County Cement Masons Apprenticeship Trust and San Diego County Group Insurance Trust (Health and Welfare) executed pursuant to the aforementioned multiple-employer agreement and any other trust agreements similarly negotiated, and any modifications, alterations or amendments made thereto.

(B.1) The Employer agrees to make all payments to the proper Trustees at their place of business in Los Angeles County or San Diego County. The Employer shall pay benefits to the Trustees (at the rate they established) for the Trusts which are the Home Trusts for the area from which the employee is employed.

(B.2) The Employer further agrees that he does irrevocably designate and appoint the employers now in office or subsequently appointed in accord with said Trust Agreement as his attorneys in fact for the selection, removal and substitution of Trustees as provided in said Trust Agreements. The Employer further agrees to be bound by all rules and regulations promulgated by the Trustees in the administration of the Trusts.

(B.3) Upon a request from the Trustees of the Cement Masons Trust Funds the Employer shall present all his pertinent records relating to payments for labor, which shall include without limitation, time cards, payroll ledgers, quarterly payroll tax returns to the State and Federal Authorities, cash disbursement journal and worker's compensation reports. For purposes of audit, the Employer expressly waives the provisions of Section 19282 and 19283 of the California Revenue and Taxation Code, Sections 1094 and 2111 and 2112 of the California Unemployment Insurance Code, and Sections 6103, 7213, and 7216 of the Internal Revenue Code.

(B.4) For a failure to do so within five (5) days of demand, the Union may shut down each job of the Employer until there is compliance with the demand.

(B.5) Any dispute or controversy regarding the delinquency, default or liability for contributions, reports, audits or bonds required by this Agreement shall be submitted to the Fringe Benefit Contribution Arbitrator in the manner prescribed in this section. The Arbitrator, as available, shall be in this order; Mark Bernstein, Lou Zigman, and Guy Prihar or such others as the arbitrators shall designate.

(B.5.1) Notices of the dispute or controversy shall be given to the Employer by the Trustees or their representative in accord with the procedures set forth herein.

(B.5.1.1) The Trustees or their Field Representative shall first attempt to settle the dispute by contacting the Employer.

(B.5.1.2) If the parties cannot resolve the dispute the Trustees shall notify the available Arbitrator and the Employer in writing by certified mail, setting a date for hearing, at least 10 days after notice. Unless otherwise arranged between Employer and Trustees the arbitration shall proceed on the noticed day.

(B.5.1.3) The Arbitrator shall hear and determine the dispute and make an award in conformity with this Agreement. The Arbitrator, or a person designated by him, shall notify, by certified mail, return receipt requested, the Trustees and the Employer of his decision within 30 days after the hearing.

(B.5.1.4) The Arbitrator shall have the right to devise an appropriate remedy including the posting of bond, awarding of costs, interest, and attorneys' fees. The Arbitrator shall have the power to determine if the cited Employer is signatory to the Agreement; whether the Employer was properly cited; whether the notice complied with the provisions of this Agreement, and whether the dispute is subject to this grievance procedure. The Arbitrator shall have the power to determine any and all defenses or contentions, legal or otherwise, raised by the Employer. The decision of the Arbitrator shall be final and binding upon all parties to this Agreement and may be specifically enforced in any Court of competent jurisdiction.

(B.5.1.5) The Arbitrator shall have no authority to alter, amend or revise the amount of contributions due, or the terms and conditions of this Agreement, or the Declarations of Trust or the Rules and Regulations promulgated by the Trustees in the exercise of their duties. The cost of arbitration shall be borne by the losing party.

(B.5.1.6) The Employer agrees that service of the charges, notice of hearing before the Arbitrator, notice of the Arbitrator's decision, and any other notices incidental to this Agreement shall be deemed to have been properly served upon the cited Employer if it is sent by certified mail, return receipt requested, to the Employer's last known address maintained in a master roster by the Trustees, compiled from the signature page of each collective bargaining agreement. The Employer agrees that the address appearing on the cited Employer's collective bargaining agreement signature page shall be the last known address of the Employer cited, and the Employer cited agrees that service at this address will be deemed sufficient. It shall be the affirmative duty of each Employer to keep the Trustees advised of the last known address. The Employer waives any claim that service was not properly made if service of any notices or documents was made as required herein.

(B.5.1.7) In the event it is necessary to proceed in court to compel confirmation of the award, the Employer involved shall pay all reasonable attorneys' fees, costs incurred and court costs.

(B.5.1.8) In the event it is necessary to proceed in Court, service of the petition, papers or documents required by the Court shall be deemed served in accord with the law if the Trustees or their representatives have conformed to the requisites of Section 5.1.6.

Article C. The Employer further agrees that he shall be responsible and personally liable for the failure or refusal of any contractor or subcontractor to make wage or fringe benefit contribution payments incurred on the Employer's job.

(C.1) In the event the Employer subcontracts to any person, entity, firm, partnership, corporation or other, in violation of this Agreement, the measure of liability for the payment of fringe benefit contributions shall be the contribution value of the hours worked by the subcontractor, or the employees of the subcontractor (or any sub-tier contractor) and for this purpose, the Trustees of the Cement Masons Trust Funds may calculate such damages by applying any reasonable formula within their discretion and such rule or regulation adopted by the Trustees shall be final and binding upon the Employer.

Article D. The Employer agrees that in regard to any jurisdictional dispute which may arise between the signatory union and any other union affiliated with the AFL-CIO the same shall be determined and resolved in the manner and in accordance with the procedure established by the Plan for the Settlement of Jurisdictional Disputes. The signatory Employer recognizes that certain employer associations signatory to the current multiple-employer agreement contend that they are not so bound, but despite the position taken by said signatory employer associations, the signatory Employer hereto does agree to be bound by the procedures of the Plan for the Settlement of Jurisdictional Disputes.

(D.1) In the event the Plan for Settlement of Jurisdictional Disputes is not operating, local jurisdictional disputes will be referred to the local Arbitrator in accord with the provisions of Article E.

Article E. In lieu of the provisions of the multiple-employer agreement which are expressly excluded from this Agreement the parties mutually agree to meet and attempt to settle all such grievances and claims of contract violation by direct negotiation between duly authorized representatives of each of the parties.

(E.1) If the parties are unable to settle or adjust any such grievance or claim of contract violation, nothing contained in this agreement expressly or by implication shall in any way limit or modify the right of each party to enforce this agreement or adjust grievances by means of legal or economic procedures except as to the subcontracting of work covered by this Agreement and the applicable multiple-employer agreement, in which event such disputes shall be resolved in court proceedings.

(E.2) Except as otherwise modified in this Agreement at Section E.1, all questions, disputes or controversies arising out of the interpretation or application of this Agreement or the Master Labor Agreement, shall be settled as follows:

(E.2.1) Representatives of the Local Union and the Employer shall meet and endeavor to settle the dispute.

(E.2.2) Failing settlement, the party desiring to submit the unsettled dispute to arbitration shall proceed before the Impartial Dispute Arbitrator, as the Arbitrator shall be available in this order: Mark Bernstein, Lou Zigman, and Guy Prihar or such others as the arbitrators shall designate.

(E.2.3) All notices by the Union to the Employer shall be given in the manner and form prescribed in Article B, Sections 5.1.1, 5.1.2 and 5.1.3 of this Agreement.

(E.2.4) The Arbitrator shall have all powers as specified in Article B, Section 5.1.4, and shall be limited as in Section 5.1.5 of this Agreement.

(E.2.5) The compensation and expense of the Arbitrator and of the arbitration proceedings shall be paid by the losing party. The Arbitrator shall determine which is the losing party.

(E.2.6) The decision of the Arbitrator shall be final and binding on all parties.

(E.2.7) All conditions of Article B, Sections 5.1.6, 5.1.7 and 5.1.8 shall apply herein.

(E.3) Upon notice to arbitrate to any party, the matter shall proceed to a conclusion. In the event it is necessary to proceed in court to compel confirmation of the award, the Employer involved shall pay all reasonable attorneys' fees and expenses of litigation and investigation necessary for such court action.

(E.4) The Arbitrator shall have final authority, as between the parties, to determine the arbitrability of any question, dispute and controversy under this Agreement.

(E.5) The procedure for dispute settlements outlined in Article E shall not be deemed to be mutually exclusive, and the use of one procedure shall not be deemed a waiver of the other.

Article F. It is agreed that no employee working under this Agreement need work under any conditions which may be, or tend to be, detrimental to his health, morals or reputation, or cross any primary picket line or enter any premises at which there is a primary picket line authorized by any of the Building & Construction Trades Councils, AFL-CIO County Federation, or AFL-CIO Central Labor Councils in the area above described.

Article G. This Agreement shall be binding on the Employer's successors, purchasers, assigns, transferees, heirs, administrators, or executors.

Article H. The provisions of the Agreement shall be binding upon the Employer, and upon any firm, partnership, company or corporation in which the Employer or any of its owners, partners, officers or stockholders has a financial interest. In the event of any change of ownership, or in the form of the Employer's business organization, the terms and obligations herein contained shall continue in full force and effect as to such organization.

Article I. This Agreement shall become effective as of the date shown below and shall continue in effect for the same terms as the applicable multiple-employer labor agreement and for any renewals or extensions or renegotiations thereof, and shall automatically renew itself for each subsequent term of the multiple-employer agreement unless the parties terminate in the manner provided herein.

Article J. If as a result of renegotiations, Articles or Sections of the multiple-employer agreement are renumbered, this Agreement shall be read as if the paragraphs referred to herein were renumbered and as if the subject matter remained in its logical context to preserve the full meaning of this Agreement.

Each party, not more than sixty (60) days nor less than thirty (30) days next preceding the termination date of the multiple-employer agreement, must give written notice to the other of its intention to terminate the Agreement, by certified mail, return receipt requested, the Employer to send notice to the Cement Masons Negotiating Committee, 5811 E. Florence Avenue, Bell Gardens, California 90201. Any notice given in any other period of time, shall be untimely. Any renewals or extensions or renegotiations of the applicable multiple-employer agreement shall automatically be binding upon the Union and the Employer where the required written notice to the other party is not given.

Signed this day _____, _____

By _____
(Please Sign)

Print Name: _____
(Please Print)

Title _____

Contractor or Firm _____
(Printed exactly as listed with State License Board)

License No. _____

Address _____

City _____

State _____ Zip _____

Telephone _____ Fax _____

Capacity of Employer _____ Partnership _____ Sole Owner _____ Corporation _____ Joint Venture

By _____ Date: _____

Local Union No. _____

NOTE: Signature by one Local Union binds all Local Unions mentioned herein and binds the Employer to all other Local Unions mentioned herein.

Note:

Both the Employer and the Union sign this Agreement.

Employer Copy

MEMORANDUM AGREEMENT

Article A. It is agreed between the undersigned, hereinafter referred to as the Employer, and the Cement Mason Local Unions of the Operative Plasterers and Cement Masons International Association, having jurisdiction in the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, San Diego, and Kern, namely Local Union Nos. 500 and 600, all in the State of California, hereinafter referred to as the Union.

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all employees of the Employer performing work as set forth in the classifications and as described in the current multiple-employer agreement referred to as the Southern California Master Labor Agreement between the Southern California General Contractors and the Twelve Southern Counties Cement Masons, and further agrees that all employees performing any and all such work shall be represented by the Cement Masons Union. This recognition of majority support is based on an unequivocal request for recognition by the Union as majority representative along with the Union having shown or offered to show evidence of its majority support.

The Employer, not being signatory to any recognized Cement Mason multiple-employer agreement, hereby agrees to accept and be bound by all of the terms and conditions of the above current multiple-employer agreement applicable to the Employer's operations and in effect in the area in which the work is performed as recognized, modified, renewed and renegotiated from time to time through collective bargaining between the Union and the applicable multiple-employer group. Such multiple-employer agreement is hereby adopted in its entirety, except those provisions which may be specifically modified herein, and except that the provisions of Article IV, except Sections 403,403.1, 404, 405 and Article VI, shall not be a part of this Agreement. The Employer acknowledges receipt of the applicable multiple-employer agreement and acknowledges that he has read same and is familiar with all of the terms and conditions contained therein. Wherever such conflict exists the provisions of this Memorandum Agreement shall apply. This Agreement shall be limited in jurisdictional coverage solely to the craft specified herein.

Article B. The Employer further agrees to accept, assume and be bound by all the terms and conditions and obligations imposed by and under the Cement Masons Southern California Health and Welfare Fund, 11 Counties Cement Masons Vacation Savings Plan, Cement Masons Southern California Pension Trust, Cement Masons Southern California Individual Retirement Account (Defined Contributions) Trust, and Southern California Cement Masons Joint Apprenticeship Trust; for work in San Diego County; San Diego County Cement Masons Pension Trust, San Diego County Cement Masons Apprenticeship Trust and San Diego County Group Insurance Trust (Health and Welfare) executed pursuant to the aforementioned multiple-employer agreement and any other trust agreements similarly negotiated, and any modifications, alterations or amendments made thereto.

(B.1) The Employer agrees to make all payments to the proper Trustees at their place of business in Los Angeles County or San Diego County. The Employer shall pay benefits to the Trustees (at the rate they established) for the Trusts which are the Home Trusts for the area from which the employee is employed.

(B.2) The Employer further agrees that he does irrevocably designate and appoint the employers now in office or subsequently appointed in accord with said Trust Agreement as his attorneys in fact for the selection, removal and substitution of Trustees as provided in said Trust Agreements. The Employer further agrees to be bound by all rules and regulations promulgated by the Trustees in the administration of the Trusts.

(B.3) Upon a request from the Trustees of the Cement Masons Trust Funds the Employer shall present all his pertinent records relating to payments for labor, which shall include without limitation, time cards, payroll ledgers, quarterly payroll tax returns to the State and Federal Authorities, cash disbursement journal and worker's compensation reports. For purposes of audit, the Employer expressly waives the provisions of Section 19282 and 19283 of the California Revenue and Taxation Code, Sections 1094 and 2111 and 2112 of the California Unemployment Insurance Code, and Sections 6103, 7213, and 7216 of the Internal Revenue Code.

(B.4) For a failure to do so within five (5) days of demand, the Union may shut down each job of the Employer until there is compliance with the demand.

(B.5) Any dispute or controversy regarding the delinquency, default or liability for contributions, reports, audits or bonds required by this Agreement shall be submitted to the Fringe Benefit Contribution Arbitrator in the manner prescribed in this section. The Arbitrator, as available, shall be in this order; Mark Bernstein, Lou Zigman, and Guy Prihar or such others as the arbitrators shall designate.

(B.5.1) Notices of the dispute or controversy shall be given to the Employer by the Trustees or their representative in accord with the procedures set forth herein.

(B.5.1.1) The Trustees or their Field Representative shall first attempt to settle the dispute by contacting the Employer.

(B.5.1.2) If the parties cannot resolve the dispute the Trustees shall notify the available Arbitrator and the Employer in writing by certified mail, setting a date for hearing, at least 10 days after notice. Unless otherwise arranged between Employer and Trustees the arbitration shall proceed on the noticed day.

(B.5.1.3) The Arbitrator shall hear and determine the dispute and make an award in conformity with this Agreement. The Arbitrator, or a person designated by him, shall notify, by certified mail, return receipt requested, the Trustees and the Employer of his decision within 30 days after the hearing.

(B.5.1.4) The Arbitrator shall have the right to devise an appropriate remedy including the posting of bond, awarding of costs, interest, and attorneys' fees. The Arbitrator shall have the power to determine if the cited Employer is signatory to the Agreement; whether the Employer was properly cited; whether the notice complied with the provisions of this Agreement, and whether the dispute is subject to this grievance procedure. The Arbitrator shall have the power to determine any and all defenses or contentions, legal or otherwise, raised by the Employer. The decision of the Arbitrator shall be final and binding upon all parties to this Agreement and may be specifically enforced in any Court of competent jurisdiction.

(B.5.1.5) The Arbitrator shall have no authority to alter, amend or revise the amount of contributions due, or the terms and conditions of this Agreement, or the Declarations of Trust or the Rules and Regulations promulgated by the Trustees in the exercise of their duties. The cost of arbitration shall be borne by the losing party.

(B.5.1.6) The Employer agrees that service of the charges, notice of hearing before the Arbitrator, notice of the Arbitrator's decision, and any other notices incidental to this Agreement shall be deemed to have been properly served upon the cited Employer if it is sent by certified mail, return receipt requested, to the Employer's last known address maintained in a master roster by the Trustees, compiled from the signature page of each collective bargaining agreement. The Employer agrees that the address appearing on the cited Employer's collective bargaining agreement signature page shall be the last known address of the Employer cited, and the Employer cited agrees that service at this address will be deemed sufficient. It shall be the affirmative duty of each Employer to keep the Trustees advised of the last known address. The Employer waives any claim that service was not properly made if service of any notices or documents was made as required herein.

(B.5.1.7) In the event it is necessary to proceed in court to compel confirmation of the award, the Employer involved shall pay all reasonable attorneys' fees, costs incurred and court costs.

(B.5.1.8) In the event it is necessary to proceed in Court, service of the petition, papers or documents required by the Court shall be deemed served in accord with the law if the Trustees or their representatives have conformed to the requisites of Section 5.1.6.

Article C. The Employer further agrees that he shall be responsible and personally liable for the failure or refusal of any contractor or subcontractor to make wage or fringe benefit contribution payments incurred on the Employer's job.

(C.1) In the event the Employer subcontracts to any person, entity, firm, partnership, corporation or other, in violation of this Agreement, the measure of liability for the payment of fringe benefit contributions shall be the contribution value of the hours worked by the subcontractor, or the employees of the subcontractor (or any sub-tier contractor) and for this purpose, the Trustees of the Cement Masons Trust Funds may calculate such damages by applying any reasonable formula within their discretion and such rule or regulation adopted by the Trustees shall be final and binding upon the Employer.

Article D. The Employer agrees that in regard to any jurisdictional dispute which may arise between the signatory union and any other union affiliated with the AFL-CIO the same shall be determined and resolved in the manner and in accordance with the procedure established by the Plan for the Settlement of Jurisdictional Disputes. The signatory Employer recognizes that certain employer associations signatory to the current multiple-employer agreement contend that they are not so bound, but despite the position taken by said signatory employer associations, the signatory Employer hereto does agree to be bound by the procedures of the Plan for the Settlement of Jurisdictional Disputes.

(D.1) In the event the Plan for Settlement of Jurisdictional Disputes is not operating, local jurisdictional disputes will be referred to the local Arbitrator in accord with the provisions of Article E.

Article E. In lieu of the provisions of the multiple-employer agreement which are expressly excluded from this Agreement the parties mutually agree to meet and attempt to settle all such grievances and claims of contract violation by direct negotiation between duly authorized representatives of each of the parties.

(E.1) If the parties are unable to settle or adjust any such grievance or claim of contract violation, nothing contained in this agreement expressly or by implication shall in any way limit or modify the right of each party to enforce this agreement or adjust grievances by means of legal or economic procedures except as to the subcontracting of work covered by this Agreement and the applicable multiple-employer agreement, in which event such disputes shall be resolved in court proceedings.

(E.2) Except as otherwise modified in this Agreement at Section E.1, all questions, disputes or controversies arising out of the interpretation or application of this Agreement or the Master Labor Agreement, shall be settled as follows:

(E.2.1) Representatives of the Local Union and the Employer shall meet and endeavor to settle the dispute.

(E.2.2) Failing settlement, the party desiring to submit the unsettled dispute to arbitration shall proceed before the Impartial Dispute Arbitrator, as the Arbitrator shall be available in this order: Mark Bernstein, Lou Zigman, and Guy Prihar or such others as the arbitrators shall designate.

(E.2.3) All notices by the Union to the Employer shall be given in the manner and form prescribed in Article B, Sections 5.1.1, 5.1.2 and 5.1.3 of this Agreement.

(E.2.4) The Arbitrator shall have all powers as specified in Article B, Section 5.1.4, and shall be limited as in Section 5.1.5 of this Agreement.

(E.2.5) The compensation and expense of the Arbitrator and of the arbitration proceedings shall be paid by the losing party. The Arbitrator shall determine which is the losing party.

(E.2.6) The decision of the Arbitrator shall be final and binding on all parties.

(E.2.7) All conditions of Article B, Sections 5.1.6, 5.1.7 and 5.1.8 shall apply herein.

(E.3) Upon notice to arbitrate to any party, the matter shall proceed to a conclusion, In the event it is necessary to proceed in court to compel confirmation of the award, the Employer involved shall pay all reasonable attorneys' fees and expenses of litigation and investigation necessary for such court action.

(E.4) The Arbitrator shall have final authority, as between the parties, to determine the arbitrability of any question, dispute and controversy under this Agreement.

(E.5) The procedure for dispute settlements outlined in Article E shall not be deemed to be mutually exclusive, and the use of one procedure shall not be deemed a waiver of the other.

Article F. It is agreed that no employee working under this Agreement need work under any conditions which may be, or tend to be, detrimental to his health, morals or reputation, or cross any primary picket line or enter any premises at which there is a primary picket line authorized by any of the Building & Construction Trades Councils, AFL-CIO County Federation, or AFL-CIO Central Labor Councils in the area above described.

Article G. This Agreement shall be binding on the Employer's successors, purchasers, assigns, transferees, heirs, administrators, or executors.

Article H. The provisions of the Agreement shall be binding upon the Employer, and upon any firm, partnership, company or corporation in which the Employer or any of its owners, partners, officers or stockholders has a financial interest, In the event of any change of ownership, or in the form of the Employer's business organization, the terms and obligations herein contained shall continue in full force and effect as to such organization.

Article I. This Agreement shall become effective as of the date shown below and shall continue in effect for the same terms as the applicable multiple-employer labor agreement and for any renewals or extensions or renegotiations thereof, and shall automatically renew itself for each subsequent term of the multiple-employer agreement unless the parties terminate in the manner provided herein.

Article J. If as a result of renegotiations, Articles or Sections of the multiple-employer agreement are renumbered, this Agreement shall be read as if the paragraphs referred to herein were renumbered and as if the subject matter remained in its logical context to preserve the full meaning of this Agreement.

Each party, not more than sixty (60) days nor less than thirty (30) days next preceding the termination date of the multiple-employer agreement, must give written notice to the other of its intention to terminate the Agreement, by certified mail, return receipt requested, the Employer to send notice to the Cement Masons Negotiating Committee, 5811 E. Florence Avenue, Bell Gardens, California 90201. Any notice given in any other period of time, shall be untimely. Any renewals or extensions or renegotiations of the applicable multiple-employer agreement shall automatically be binding upon the Union and the Employer where the required written notice to the other party is not given.

Signed this day _____, _____

By _____
(Please Sign)

Print Name: _____
(Please Print)

Title _____

Contractor or Firm _____
(Printed exactly as listed with State License Board)

License No. _____

Address _____

City _____

State _____ Zip _____

Telephone _____ Fax _____

Capacity of Employer _____ Partnership _____ Sole Owner _____ Corporation _____ Joint Venture

By _____ Date: _____ - _____

Local Union No. _____

NOTE: Signature by one Local Union binds all Local Unions mentioned herein and binds the Employer to all other Local Unions mentioned herein.

Note:

Both the Employer and the Union sign this Agreement.

Trust Fund Copy

MEMORANDUM AGREEMENT

Article A. It is agreed between the undersigned, hereinafter referred to as the Employer, and the Cement Mason Local Unions of the Operative Plasterers and Cement Masons International Association, having jurisdiction in the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, San Diego, and Kern, namely Local Union Nos. 500 and 600, all in the State of California, hereinafter referred to as the Union.

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(B.5.1) Notices of the dispute or controversy shall be given to the Employer by the Trustees or their representative in accord with the procedures set forth herein.

(B.5.1.1) The Trustees or their Field Representative shall first attempt to settle the dispute by contacting the Employer.

(B.5.1.2) If the parties cannot resolve the dispute the Trustees shall notify the available Arbitrator and the Employer in writing by certified mail, setting a date for hearing, at least 10 days after notice. Unless otherwise arranged between Employer and Trustees the arbitration shall proceed on the noticed day.

(B.5.1.3) The Arbitrator shall hear and determine the dispute and make an award in conformity with this Agreement. The Arbitrator, or a person designated by him, shall notify, by certified mail, return receipt requested, the Trustees and the Employer of his decision within 30 days after the hearing.

(B.5.1.4) The Arbitrator shall have the right to devise an appropriate remedy including the posting of bond, awarding of costs, interest, and attorneys' fees. The Arbitrator shall have the power to determine if the cited Employer is signatory to the Agreement; whether the Employer was properly cited; whether the notice complied with the provisions of this Agreement, and whether the dispute is subject to this grievance procedure. The Arbitrator shall have the power to determine any and all defenses or contentions, legal or otherwise, raised by the Employer. The decision of the Arbitrator shall be final and binding upon all parties to this Agreement and may be specifically enforced in any Court of competent jurisdiction.

(B.5.1.5) The Arbitrator shall have no authority to alter, amend or revise the amount of contributions due, or the terms and conditions of this Agreement, or the Declarations of Trust or the Rules and Regulations promulgated by the Trustees in the exercise of their duties. The cost of arbitration shall be borne by the losing party.

(B.5.1.6) The Employer agrees that service of the charges, notice of hearing before the Arbitrator, notice of the Arbitrator's decision, and any other notices incidental to this Agreement shall be deemed to have been properly served upon the cited Employer if it is sent by certified mail, return receipt requested, to the Employer's last known address maintained in a master roster by the Trustees, compiled from the signature page of each collective bargaining agreement. The Employer agrees that the address appearing on the cited Employer's collective bargaining agreement signature page shall be the last known address of the Employer cited, and the Employer cited agrees that service at this address will be deemed sufficient. It shall be the affirmative duty of each Employer to keep the Trustees advised of the last known address. The Employer waives any claim that service was not properly made if service of any notices or documents was made as required herein.

(B.5.1.7) In the event it is necessary to proceed in court to compel confirmation of the award, the Employer involved shall pay all reasonable attorneys' fees, costs incurred and court costs.

(B.5.1.8) In the event it is necessary to proceed in Court, service of the petition, papers or documents required by the Court shall be deemed served in accord with the law if the Trustees or their representatives have conformed to the requisites of Section 5.1.6.

Article C. The Employer further agrees that he shall be responsible and personally liable for the failure or refusal of any contractor or subcontractor to make wage or fringe benefit contribution payments incurred on the Employer's job.

(C.1) In the event the Employer subcontracts to any person, entity, firm, partnership, corporation or other, in violation of this Agreement, the measure of liability for the payment of fringe benefit contributions shall be the contribution value of the hours worked by the subcontractor, or the employees of the subcontractor (or any sub-tier contractor) and for this purpose, the Trustees of the Cement Masons Trust Funds may calculate such damages by applying any reasonable formula within their discretion and such rule or regulation adopted by the Trustees shall be final and binding upon the Employer.

Article D. The Employer agrees that in regard to any jurisdictional dispute which may arise between the signatory union and any other union affiliated with the AFL-CIO the same shall be determined and resolved in the manner and in accordance with the procedure established by the Plan for the Settlement of Jurisdictional Disputes. The signatory Employer recognizes that certain employer associations signatory to the current multiple-employer agreement contend that they are not so bound, but despite the position taken by said signatory employer associations, the signatory Employer hereto does agree to be bound by the procedures of the Plan for the Settlement of Jurisdictional Disputes.

(D.1) In the event the Plan for Settlement of Jurisdictional Disputes is not operating, local jurisdictional disputes will be referred to the local Arbitrator in accord with the provisions of Article E.

Article E. In lieu of the provisions of the multiple-employer agreement which are expressly excluded from this Agreement the parties mutually agree to meet and attempt to settle all such grievances and claims of contract violation by direct negotiation between duly authorized representatives of each of the parties.

(E.1) If the parties are unable to settle or adjust any such grievance or claim of contract violation, nothing contained in this agreement expressly or by implication shall in any way limit or modify the right of each party to enforce this agreement or adjust grievances by means of legal or economic procedures except as to the subcontracting of work covered by this Agreement and the applicable multiple-employer agreement, in which event such disputes shall be resolved in court proceedings.

(E.2) Except as otherwise modified in this Agreement at Section E.1, all questions, disputes or controversies arising out of the interpretation or application of this Agreement or the Master Labor Agreement, shall be settled as follows:

(E.2.1) Representatives of the Local Union and the Employer shall meet and endeavor to settle the dispute.

(E.2.2) Failing settlement, the party desiring to submit the unsettled dispute to arbitration shall proceed before the Impartial Dispute Arbitrator, as the Arbitrator shall be available in this order: Mark Bernstein, Lou Zigman, and Guy Prihar or such others as the arbitrators shall designate.

(E.2.3) All notices by the Union to the Employer shall be given in the manner and form prescribed in Article B, Sections 5.1.1, 5.1.2 and 5.1.3 of this Agreement.

(E.2.4) The Arbitrator shall have all powers as specified in Article B, Section 5.1.4, and shall be limited as in Section 5.1.5 of this Agreement.

(E.2.5) The compensation and expense of the Arbitrator and of the arbitration proceedings shall be paid by the losing party. The Arbitrator shall determine which is the losing party.

(E.2.6) The decision of the Arbitrator shall be final and binding on all parties.

(E.2.7) All conditions of Article B, Sections 5.1.6, 5.1.7 and 5.1.8 shall apply herein.

(E.3) Upon notice to arbitrate to any party, the matter shall proceed to a conclusion. In the event it is necessary to proceed in court to compel confirmation of the award, the Employer involved shall pay all reasonable attorneys' fees and expenses of litigation and investigation necessary for such court action.

(E.4) The Arbitrator shall have final authority, as between the parties, to determine the arbitrability of any question, dispute and controversy under this Agreement.

(E.5) The procedure for dispute settlements outlined in Article E shall not be deemed to be mutually exclusive, and the use of one procedure shall not be deemed a waiver of the other.

Article F. It is agreed that no employee working under this Agreement need work under any conditions which may be, or tend to be, detrimental to his health, morals or reputation, or cross any primary picket line or enter any premises at which there is a primary picket line authorized by any of the Building & Construction Trades Councils, AFL-CIO County Federation, or AFL-CIO Central Labor Councils in the area above described.

Article G. This Agreement shall be binding on the Employer's successors, purchasers, assigns, transferees, heirs, administrators, or executors.

Article H. The provisions of the Agreement shall be binding upon the Employer, and upon any firm, partnership, company or corporation in which the Employer or any of its owners, partners, officers or stockholders has a financial interest. In the event of any change of ownership, or in the form of the Employer's business organization, the terms and obligations herein contained shall continue in full force and effect as to such organization.

Article I. This Agreement shall become effective as of the date shown below and shall continue in effect for the same terms as the applicable multiple-employer labor agreement and for any renewals or extensions or renegotiations thereof, and shall automatically renew itself for each subsequent term of the multiple-employer agreement unless the parties terminate in the manner provided herein.

Article J. If as a result of renegotiations, Articles or Sections of the multiple-employer agreement are renumbered, this Agreement shall be read as if the paragraphs referred to herein were renumbered and as if the subject matter remained in its logical context to preserve the full meaning of this Agreement.

Each party, not more than sixty (60) days nor less than thirty (30) days next preceding the termination date of the multiple-employer agreement, must give written notice to the other of its intention to terminate the Agreement, by certified mail, return receipt requested, the Employer to send notice to the Cement Masons Negotiating Committee, 5811 E. Florence Avenue, Bell Gardens, California 90201. Any notice given in any other period of time, shall be untimely. Any renewals or extensions or renegotiations of the applicable multiple-employer agreement shall automatically be binding upon the Union and the Employer where the required written notice to the other party is not given.

Signed this day _____, _____

By _____
(Please Sign)

Print Name: _____
(Please Print)

Title _____

Contractor or Firm _____
(Printed exactly as listed with State License Board)

License No. _____

Address _____

City _____

State _____ Zip _____

Telephone _____ Fax _____

Capacity of Employer _____ Partnership _____ Sole Owner _____ Corporation _____ Joint Venture

By _____ Date: _____

Local Union No. _____

NOTE: Signature by one Local Union binds all Local Unions mentioned herein and binds the Employer to all other Local Unions mentioned herein.

Note:

Both the Employer and the Union sign this Agreement.

Negotiating Committee Copy