

LABOR RELATIONS BULLETIN



**Building
Industry
Association
of Southern
California**

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LRB-10-20

June 12, 2020

TO: SIGNATORY MEMBERS

FR: JORDAN BRANDMAN
LABOR RELATIONS REPRESENTATIVE

RE: CEMENT MASONS CONCRETE ASSISTANT

Attached is the Cement Masons Private Work Agreement, which establishes the classification of Concrete Assistant at a reduced wage rate and fringe benefit package.

This program is strictly voluntary and will become effective at such time as your company sends a signed copy to Fitzgerald Jacobs at Cement Masons Local 600, 5811 E. Florence Ave, Bell Gardens, CA, 90201. Also, please fax a copy to BIA at 949.769.8943, so that we have a record for your company file.

If you should have any questions regarding this new classification, please contact the BIA Labor Department at 949.553.9500 Ext 858.

Cement Masons Concrete Assistant
Private Work Agreement
(Association Contractors)

This Private Work Agreement covering the terms and conditions of the Cement Masons Concrete Assistant is available to all association contractors that are signatory to the Master Labor Agreement between Southern California General Contractors and Eleven Southern California Counties Cement Masons (“Cement Masons MLA”). It is understood that the purpose of this Agreement is to provide signatory contractors with the flexibility to build crews of Journeymen, Apprentices, and Cement Masons Concrete Assistants on a competitive basis in the private work market. It is also the purpose to use the Cement Masons Concrete Assistant classification as a means of attracting potential apprentices by giving contractors the opportunity to evaluate the work performance of Cement Masons Concrete Assistants to determine eligibility for the Cement Masons apprenticeship program. The use of this Private Work Agreement and employment of Cement Masons Concrete Assistants is at the sole discretion of each signatory contractor. Nothing herein requires or obligates any signatory contractor to utilize this agreement.

The following terms and conditions apply to the employment of Cement Masons Concrete Assistants:

1. This Agreement exclusively applies to privately financed construction projects, which are not covered by any prevailing wage requirement.
2. It is agreed that the work of the Cement Masons Concrete Assistant shall include any craft work necessary to tend to the work of the Cement Masons, provided, however, the assignment of work to the Cement Mason Concrete Assistant shall not infringe on work performed by Cement Mason Journeymen and Apprentices.
3. It is understood that except as modified herein, the terms and conditions of the Cement Masons MLA apply to the Cement Masons Concrete Assistant. It is specifically understood that the use of Cement Masons Concrete Assistants is to supplement the contractor’s crews and not replace Journeymen or Apprentices. Contractors must continue to employ apprentices as provided in Article XVIII of the Cement Masons MLA.
4. The following wage and fringe benefit contributions apply to the Cement Masons Concrete Assistant:

Minimum Wage Rate: \$19.00

Fringe Benefits: (Effective July 1, 2020)

Health & Welfare	\$ 8.27
Defined Contribution (IRA)	\$ 2.93
Apprenticeship	\$.15
Industry Advancement	\$.08
Contract Administration	\$.07
Supplemental Dues	\$ 1.33
Vacation	<u>\$ 1.30</u>
	\$14.13

*Supplemental dues must be added to the taxable wage before deducting and remitting to the Union.

- Contractors may employ Cement Masons Concrete Assistants on prevailing wage projects provided, however, that the contractor properly classify the worker in an established prevailing wage classification based on the work to be performed and the contractor must adjust the wage for compliance with the prevailing wage determination on the project. The contractor must also pay an additional training contribution to an approved training committee of another craft based on the prevailing wage determination.
- Cement Masons and the undersigned associations shall periodically review the effectiveness of this program for purposes of maintaining and growing market share and to review compliance by individual contractors. The parties may, upon mutual written agreement, revise and change the terms of this Private Work Agreement to meet the purpose and intent of growing market share in private construction. The parties acknowledge this is a pilot program and shall be subject to careful review and renegotiation at the parties' negotiations in 2021.

DATED: _____

(Contractor Name)

By: _____

Name: _____

Title: _____

Association: _____

ELEVEN SOUTHERN CALIFORNIA
COUNTIES CEMENT MASONS

DATED: _____

By: _____

Name: _____

Title: _____