

ADMINISTRATIVE AGREEMENT
BETWEEN
OPERATING ENGINEERS ALTERNATIVE DISPUTE RESOLUTION
TRUST FUND
AND
CEMENT MASONS SOUTHERN CALIFORNIA
HEALTH AND WELFARE TRUST

The following Agreement is entered into by and between the Operating Engineers Alternative Dispute Resolution Trust Fund (hereinafter "Operating Engineers ADR Trust") and the Cement Masons Southern California Health and Welfare Trust (hereinafter "Cement Masons") subject to the following terms and conditions:

I. WHEREAS, the Operating Engineers Local 12 and the Southern California Contractors Association (hereinafter "SCCA") pursuant to California Labor Code Section 3201.5 established the Operating Engineers Alternative Dispute Resolution Trust Fund on December 8, 1999;

II. WHEREAS, the Operative Plasterers and Cement Masons International Association, Local 500 and 600 and Southern California Contractors Association, Inc. have negotiated provisions in their collective bargaining agreements providing for an alternative dispute resolution system governing disputes concerning worker's compensation in conjunction with the Operating Engineers ADR Trust and such agreement has been deemed by the State of California, Department of Industrial Relations, to meet the State of California's eligibility requirements for a carve out agreement pursuant to California Labor Code Section 3201.5, commencing March 2, 2004 (hereafter referred to as "Cement Masons ADR program"). The State of California has provided the parties with a letter of eligibility for such program through April 1, 2008.

III. WHEREAS, Cement Masons ADR program has been administered through Operating Engineers ADR Trust pursuant to a prior Agreement between the parties; and

IV. WHEREAS, the parties wish to amend and reconfirm the terms and conditions of their relationship in the following Administrative Agreement:

NOW THEREFORE, the parties agree as follows:

A. Obligations of Cement Masons

Cement Masons hereby attests that it understands the terms and conditions of the Cement Masons Alternative Dispute Resolution program, that it accepts responsibility for the monetary contributions to the Operating Engineers ADR Trust in the amount of two cents (\$.02) per hour and further agrees to abide by all the rules and regulations of the Operating Engineers ADR Trust, having received from the Operating Engineers ADR Trust Administrator a copy of the Trust Agreement and a copy of the rules and regulations of the Operating Engineers ADR program; and

B. Obligations of Operating Engineers ADR Trust

1. Operating Engineers ADR Trust agrees to administer the Cement Masons ADR program and in connection therewith, Operating Engineers ADR Trust agrees to maintain satisfactory records and provide data including evidence of security for payment of compensation, including any insurance policy or certificate of self-insurance, the names and identities of the participants of the Cement Masons ADR Trust and all other required information imposed by the California Labor Code or applicable regulations related to operation of an eligible Alternative Dispute Resolution program.

2. Operating Engineers ADR Trust agrees to submit annually a letter to the State of California, Department of Industrial Relations, Division of Workers' Compensation outlining any changes to the Cement Masons ADR program as provided by California Code of Regulations Section 10204(a).

3. Operating Engineers ADR Trust agrees to apply for continuing eligibility on behalf of the Cement Masons ADR program at such intervals required by the State of California.

4. Operating Engineers ADR Trust agrees to provide an ombudsman, administrative agent and experienced staff as necessary to administer Cement Masons ADR program.

5. Operating Engineers ADR Trust shall maintain all books, records, and documents of the Cement Masons ADR program for not less than six (6) years from the date of termination of the provision of any service by the Cement Masons ADR Trust. All records shall be available for review and inspection by the Cement Masons and any other person or organization identified in PTE 76-1, 41 Fed. Reg. 12740, and PTE 77-10, 42 Fed. Reg. 33918, or permitted to examine the records by law or regulation.

6. Operating Engineers ADR Trust shall promptly notify Cement Masons of any notifications received from the State of California affecting the Cement Masons ADR program.

C. Term

This Agreement shall be effective January 1, 2007 and shall continue in full force and effect for a period of one (1) year and from year to year thereafter, subject to the right of either party to terminate or amend this Agreement by giving at least sixty (60) days' written notice to the other party of such termination.

D. Modification of Agreement

This Agreement may be amended or modified at any time or from time to time by mutual written agreement of the parties.

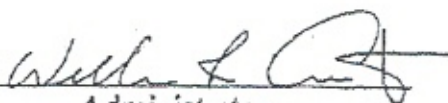
E. Governing Law

This Agreement shall be construed in accordance with laws of the State of California.

NOW THEREFORE, the Operating Engineers ADR Trust and the
Cement Masons hereby enter into this Agreement on the date set forth below.

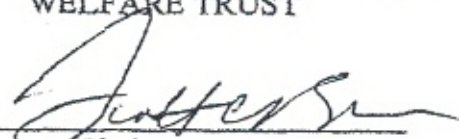
OPERATING ENGINEERS
ALTERNATIVE DISPUTE
RESOLUTION TRUST

Dated: 3-15-07

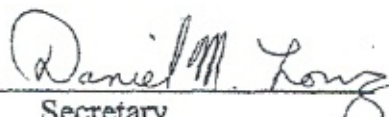
By: 
Administrator

CEMENT MASONS SOUTHERN
CALIFORNIA HEALTH AND
WELFARE TRUST

Dated: 6-21-07

By: 
Chairman

Dated: 6/21/07

By: 
Secretary
