STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

TRAVEL AND SUBSISTENCE PROVISIONS FOR

Cement Mason

IN

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties

CEMENT MASONS
MASTER AGREEMENT

1999-2005

THIS AGREEMENT, made and entered into June 7, 1999, modifying and changing the Cement Masons Master Agreement dated April 8, 1997, between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as Collective Bargaining representative of Employer, and the DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA, herein and after referred to as the Union.

WITNESSETH:

SECTION 1 - General Provisions

A. Definitions

(1) The term "Employer" as used herein shall refer to the Associated General Contractors of California, Inc.

(2) The term "Individual Employer" as used herein shall refer to any person, firm, or entity including registered Joint Ventures who have authorized or subsequently authorize the Employer to represent them with respect to collective bargaining with the District Council of Plasterers and Cement Masons of Northern California.

(3) The term "Employee" as used herein shall refer to a journeyperson Cement Mason, who is herein defined as an Employee who is qualified by experience and ability to perform Cement Masons work, and to and apprentice Cement Mason, who is herein defined as an Employee undergoing a system or course of training in Cement Mason work.

(4) The term "Local Union" as used herein shall, as the context requires, refer to one of the following local unions of the Operative Plasterers and Cement Masons of Northern California:

Local Union No. 300, Area Offices 188, 337, 355, 429, 580, 583, 594, and 825.

Local Union No. 400, Area Offices: Sacramento Main Office, San Jose, Vallejo, Stockton, and Chico/Redding

(5) This Agreement shall apply to any Employee who performs work falling within the presently recognized jurisdiction of those local unions affiliated with the District Council of Plasterers and Cement Masons of Northern California which District Council is affiliated with the Operative Plasterers and Cement Masons International Association of the United States and Canada.

Section 15 - Travel Expense/Travel Centers

For jobs bid on or before June 16, 1986, travel mileage will continue under the forty-five (45) mile provision at eighteen cents ($.18) per mile until June 16, 1986. Thereafter, travel mileage shall be paid at twenty cents ($.20) per mile for all miles fifty (50) miles and beyond the traveling center or employees residence as provided for in this section.

For jobs bid on or after June 28, 1999, the following provisions apply:

"Travel Expense" is defined as reimbursement for gas, oil, tires and auto maintenance and is not a wage or reimbursement for time spent in travel to or from the jobsite. No employee shall be disciplined for refusing to travel in a company vehicle to or from the jobsite.

"Traveling Centers" are defined as those area dispatch offices that exist on June 28, 1999.

Effective June 28, 1999, any job located fifty (50) miles or less from a Traveling Center shall not be subject to travel expense pay.

Each employee covered by this Agreement who travels over fifty (50) miles to the place of reporting for work from his residence or the location of the Area Dispatch Office having jurisdiction over the project, whichever is closer, shall be paid thirty cents ($.30) per mile for all miles traveled outside the fifty (50) road miles and return to the fifty (50) mile mark only.

It is understood that travel expenses shall be paid for each day a worker travels and is employed in work covered by this Agreement, but no later than once a week or upon termination whichever is sooner.

On Canal and Highway jobs the geographical midpoint of the job shall be considered as the reporting point for the purpose of travel expense pay. On all other jobsites, the project office shall be considered as the place of reporting for work for the purpose of travel expense pay.

The Employer agrees that no project office will be established in an area closer than fifty (50) miles in an effort to defeat the travel expense procedure herein established.

Section 16 - Expense Out of Town

The Individual Employer, when transporting an Employee from his home area dispatch office to localities outside the jurisdiction of the Employee's home area dispatch office, requiring the Employee to live away from home for "jobs of short duration" shall reimburse the Employee for board and room expenses, or may, at employer's option, pay the Employee per diem $50.00 the first year, $55.00 the second year, and $65.00 the third year, per day for each day he is required to spend the night and is available for work.

For the application of this Section only, "jobs of short duration" shall be interpreted to mean jobs of two (2) months or less. In the event the job or project is more than two (2) months in duration, the employer will have the option of: (1) continuing the Employee and reimbursing as outlined above, or (2) lay off the Employee without any restriction options of accepting layoff or transferring to the Local Area dispatch office and provide return travel expenses to his home base; or, the Employee will have the option of accepting layoff or transferring to the Local Area having jurisdiction over the job and receiving travel and/or subsistence applicable to the Employee member of the Local Area dispatch office.

Section 17 - Geographic and Market Conditions

The parties to the Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, Labor and Management will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual employers.

Section 18 - Effective Termination Date

This Agreement shall be effective as of June 28, 1999, and shall remain in effect until June 30, 2005 and shall be renewed from year to year thereafter unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change at least sixty (60) days prior to the date of the expiration of this Agreement.

The parties agree further that this Agreement is closed on all items until June 30, 2005 and all of the terms and provisions of said Agreement shall be and continue in full force and effect without further opening or change until June 30, 2005.

The Union agrees that in the event that in 1999 or any succeeding year either party should exercise its right under the first paragraph of this section, the parties shall, within thirty (30) days after receipt of written notice, meet and submit the changes desired and for a period of thirty (30) days prior to June 15th of any such year, bargain with respect to those changes. If no Agreement has been entered into between the parties hereto by June 15th or any year in which such notice shall have been given, then this Agreement shall thereupon cease and terminate.

In all other respects, the terms of the Master Agreement remain unchanged.