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

SCOPE OF WORK PROVISION

FOR

CEMENT MASON

Engineering Construction

IN

SAN DIEGO COUNTY

Copy 500

23-203

AGC Master Labor Agreement

for

Engineering Construction

Associated General Contractors of America

San Diego Chapter, Inc.

and

Operative Plasterer's

&

Cement Mason's

International Association

Local NO. 500/Area 744

June 16th, 2001 – June 16th, 2005

RECEIVED
Department of Industrial Relations

AUG 29 2001

Div. of Labor Statistics & Research
Chief's Office

C. It is the desire of the parties to establish rates of pay, hours of employment and working conditions which shall be applicable to these workers in the performance of the work hereinafter defined in this Agreement.

D. The purpose of this Agreement is to ensure that all construction work performed by the Employer shall proceed continuously and without interruption, in an efficient and economic manner, to secure optimum productivity, and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppages, slowdowns, poor work practices and other interferences with the progress of work.

SECTION 2
TERM, TERMINATION AND RENEWAL

A. This Agreement shall become effective on June 16, 2001, and shall remain in full force and effect through and from year to year thereafter, unless either party gives sixty (60) days written notice to the other party prior to June 15, 2005, or June 15 of any subsequent year, of its intention to amend, modify or terminate.

B. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional changes in conditions or benefits.

SECTION 3
AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California.

SECTION 4
WORK COVERED BY THIS AGREEMENT

A. This Agreement shall apply only to construction jobsite work performed by the signatory Employer with their own forces in conjunction with the construction, alteration, modification, improvement, or repair, in whole or in part of a building, structure, or other jobsite construction work within the recognized jurisdiction of the union and shall not include any other jobsite construction industry work. Jobsite is defined as an area within which construction work is being performed, the boundaries for which are the same as those boundaries delineated in the specifications for the job or project which may include such references as right-of-way, parcel, subdivision map, dedicated street or lot. In the case of subdivisions or planned unit development where construction phases are stipulated by construction contracts, jobsite will mean only the area covered by phases or units currently under construction and under the Employer's control as further defined in section (7a) of this Agreement.

B. Repair and maintenance of equipment is specifically excluded from the coverage of this Agreement. This Agreement shall not apply to the layout and distribution of materials. At the discretion of the Employer, employees covered by this Agreement shall perform work traditionally accomplished by other trades, where necessary for the practicable completion of the work.

SECTION 5
UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees employed to perform work covered by this Agreement. The Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, superintendents, master mechanics, timekeepers, messengers, or office workers.

SECTION 6
OBLIGATIONS OF EMPLOYER

A. This Agreement is binding upon the Employer regardless of whether or not it changes the name or style or address of its business, if the Employer maintains the substance of its operations existing at the time it became signatory to this Agreement. An Employer shall include any firm, company, partnership, or corporation or other business organization excluding developer, in which such an Employer has a majority ownership interest. The Employer shall give notice in writing to the Union of any intent to change the name, style or address of its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specifies herein.

B. The Employer shall continue to be bound by the terms of this Agreement under new name or method of operation, including a partnership or corporation in which it has majority control or interest, until such time as it terminates the Agreement in accordance with the provisions of Section 2 of this Agreement.

SECTION 7
EXISTING AND OTHER AGREEMENTS

A. All existing labor agreements between the Employer and the Union for work covered by this Agreement are hereby canceled by mutual consent. This Agreement is an engineering construction agreement covering prevailing and non-prevailing wage work.

B. This Agreement shall be deemed to have been executed on June 16, 2001 when the parties signing shall have affixed their signatures hereto. There shall be retroactive application of: 1) changes in wages or employee benefits of any kind, 2) trust fund or other contributions, or 3) obligations upon employees.