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

HOLIDAY PROVISION

FOR

CEMENT MASON

Building Construction

IN

SAN DIEGO COUNTY

23-203-3

CEMENT MASONS LOCAL NO. 500 /AREA 744

O.P. & C.M.I.A. – A.F.L.-C.I.O.

Bldg Const. Type I & II

1807 ROBINSON AVENUE, SUITE 206
SAN DIEGO, CALIFORNIA 92103
(619) 291-6930 FAX (619) 297-7350

MAIN OFFICE
1605 N. SUSAN STREET
SANTA ANA, CALIFORNIA 92703
(714) 554-0730 FAX (714) 265-0780

Art Martinez, Jr. Woody Bailey
Financial Secretary-Treasurer
Business Manager

RECEIVED
Department of Industrial Relations
JUL 0 8 2003
Div. of Labor Statistics & Research
Chief's Office

June 30, 2003

Department of Industrial Relations
Division of Labor Standards and Research
P.O. Box 420603
San Francisco, CA 94142-0630

Re: San Diego County Cement Masons Master Labor Agreement

To Whom It May Concern:

This is to advise you that the Cement Masons Local 500 / Area 744 Negotiating Committee (San Diego) has completed negotiations with the Contractor Associations for a new three year agreement: **AGC 2003 - 2006 Master Labor Agreement for Building Construction.**

7/24/03 per Woody Bailey ← 6/27/2005

The agreement provides for an increase for three years as follows: 1st year $1.10 per/hr, 2nd year $1.10 per/hr to be allocated and 3rd year $1.15 per/hr to be allocated. The parties have agreed to allocate the increase for the 1st year effective June 30, 2003 as follows: 6/30/03 6/28/2004

The full package for a Journeyman Cement Mason effective June 30, 2003:

Building Construction Type I and II		**Building Construction Type III, IV and V**	
Wages (.47 INCREASE)	**$ 23.29**	**Wages** (.47 INCREASE)	**$ 21.64**
Fringe Benefits		**Fringe Benefits**	
Sub-Dues (.10 INCREASE)	**$ .90**	**Sub-Dues** (.10 INCREASE)	**$ .90**
Health & Welfare (.35 INCREASE)	**$ 3.60**	**Health & Welfare** (.35 INCREASE)	**$ 3.60**
Pension (.13 INCREASE)	**$ 1.38**	**Pension** (.13 INCREASE)	**$ 1.38**
Apprenticeship (.05 INCREASE)	**$ .35**	**Apprenticeship** (.05 INCREASE)	**$ .35**

Increase for yr. 2004 & 05 to be allocated per Mr. Woody Bailey 7/24/03 jndy

Total Wage and Fringe Benefit Package: **$ 29.52** Total Wage and Fringe Benefit Package: **$ 27.87**

Please make this information a part of the record. Enclosed please find a copy of our Memorandum of Understanding signed by the parties.

Sincerely,

Art Martinez, Jr.
Business Manager
Cement Masons Local 500 / Area 744

AMjr;sdq
opeiu#537
afl-cio

Enclosure

federal, state or local laws, ordinances or regulations, they shall be so considered and treated.

D. The amount contributed shall be treated as supplemental dues, if the employee executes a valid, voluntary authorization.

SECTION 33
ADA COMPLIANCE

The Union and the Employer recognize that significant legal obligations have been imposed on employers by the Americans with Disabilities Act ("ADA"). It is further recognized that the extent of these legal obligations, and the way, in which they must be met, is presently unclear. The Union agrees, on behalf of itself and employees it represents, to cooperate with the Employer to ensure that the requirements of the ADA are complied with. The Union further agrees that actions taken by the Employer in a good faith effort to comply with the requirements of the ADA will not be subject to the filing of a grievance under this Agreement. In the event of a charge against the Employer by or on behalf of an employment applicant or employee that his or her rights under the ADA have been violate, the Union agrees to fully cooperate with the employer to hate information relating to the basis of the applicant's or employee's claim, and the remedies sought.

SECTION 34
GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, they will promptly enter into lawful negotiations concerning the substance thereof. If any part or parts are held or determined to be void or illegal, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void render the balance of the Agreement inoperable.

Agreed this 30th day of June, 2003.

ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER, INC.

For its signatory contractor members

By James Ryan

OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION LOCAL UNION NO. 500 / AREA 744

By

By

AGC MASTER LABOR AGREEMENT
FOR BUILDING CONSTRICTION

ASSOCIATED GENERAL CONTRACTORS
OF AMERICA
SAN DIEGO CHAPTER, INC.

AND

OPERATIVE PLASTERERS' & CEMENT MASONS'
INTERNATIONAL ASSOCIATION
LOCAL NO. 500 / AREA 744

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Department of Industrial Relations
AUG 12
Div. of Labor Statistics
Chief's Office

SECTION 1

PARTIES TO AGREEMENT

A. This Agreement is entered into this 29th day of June, 1997 by and between signatory members of Associated General Contractors of America, San Diego Chapter, Inc. (hereinafter referred to as the "Employers"), and Operative Plasterers' & Cement Masons' International Association, Local No. 500 / Area 744 (hereinafter referred to as the "Union").

B. Definitions:

1. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union recognize and agree that the Association is the administrative representative of the Employers, and the Association has no signatory status by the terms of this Agreement or otherwise.

2. Employee(s) or worker(s) means the employed person or persons performing work covered by this Agreement within the recognized work jurisdiction of the Union as defined in this Agreement.

worked in any one (1) day, he shall receive eight (8) hours pay and if more than eight hours are worked in any one (1) day he shall receive nine (9) hours pay.

4. On overtime days, whenever employees work more than four(4) hours they shall be paid only for actual hours worked at the overtime pay.

5. Any employee who refuses to accept a work assignment from the Employer, at the end of any one of the above shift segments, shall be paid actual hours worked for that day.

6. No employee shall be required to furnish to the Employer transportation of the Employer's tools, materials, or equipment of any kind.

SECTION 21
HOLIDAYS

The following days are recognized as Holidays:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day (November 11)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

If any of the above Holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid at the double time rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger.

SECTION 22
TRANSPORTATION

Employees shall travel to and from work on their own time and by means of their own transportation. The Employer shall not be responsible for toll expenses.