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

Building Construction

IN

SAN DIEGO COUNTY

23-203-3

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

Department of Industrial Relations
AUG 1 7
Div. of Labor Statistics & Research
Chief, 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.

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 his 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 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 that area covered by phases or units currently under construction and under the Employer's control as further defined in Section 7 (A) and Section 26 of this Agreement. 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.

B. The provisions of Section 26 shall apply to curb, sidewalk and flatwork performed outside the building line on any project covered this Agreement.

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, assistant 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 continues to perform work covered under Section 4 of this Agreement. An Employer shall include any firm, partnership, company, or corporation or other business organization excluding developer, in which such 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 specified herein.

B. The Employer shall continue to be bound by the terms of this Agreement under the 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 a building construction agreement, covering projects of type I through V construction for work performed by the contractors own forces inside the building line.

B. This Agreement shall be deemed to have been executed when the parties signing shall have affixed their signatures hereto.

C. It is the determination of the Union, unilaterally arrived at, that the prevailing wages and fringe benefits established by this Master Labor Agreement can best be maintained by insuring uniform conditions and benefits for all the workers it represents in its work and territorial jurisdiction. To this end, the parties have agreed that in the event the Union shall negotiate different terms and conditions of employment for employees performing jobsite construction

SECTION 23
CRAFT WORKING RULES

A. The Employer shall not require, directly or indirectly, an employee covered by the terms of this Agreement to furnish a pickup or other conveyance to transport the Employer's tools, materials or equipment of any kind.

B. Foreman means a working employee appointed by the Employer giving orders to other employees. A foreman will receive $1.00 per hour over the highest base wage paid to a journeyman under his direct supervision and on the Employer's payroll. A foreman can supervise a crew on one jobsite only. The foreman rate shall not be affected by premium pay unless the foreman is actually engaged in performing work requiring a premium rate.

SECTION 24
SUBCONTRACTORS

The contractors shall subcontract work covered by this agreement to persons, firms or corporations party to an agreement with the UNION provided that such persons, firms or corporations are competitive in terms of job bids. Should this not be the case, the employers shall be free to subcontract work covered by this agreement without regard to the signatory status of the subcontractor. The employer shall be the sole judge of a subcontractor's competitiveness. The employer agrees to utilize Cement Masons for work covered by this agreement that is not subcontracted.

SECTION 25
WAGES

Classifications and pay rates shall be those listed on Appendix "A" to this Agreement.

SECTION 26
WAGES - RESIDENTIAL, LIGHT COMMERCIAL AND TENANT IMPROVEMENT

Wage rates on residential, light commercial, and interior tenant improvement projects shall be based upon those rates specified in Appendix C. This work shall include work inside the building line, meeting any of the following criteria: (1) a residential wood frame project of any size; (2) work classified as Type III, Type

IV or Type V construction; (3) interior tenant improvement work, regardless of the size of project; and (4) any wood frame project of four stories or less. Work performed under this Section shall be performed by employees covered by this Agreement.

SECTION 27
PUBLIC WORKS PROJECTS COVERED BY THE DAVIS-BACON ACT AND RELATED STATUTES OR THE CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

A. A. In the event that the Employer bids and contracts for a public job or project by a federal, state, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established by the California Department of Industrial Relations or the Secretary of the United States Department of Labor, the predetermined or prevailing wage rate established for the project shall be adopted as the wage and fringe benefits required to be paid under this Agreement for that project only. In the event that the predetermined or prevailing rate for a project changes during the life of this project, any such change shall immediately be adopted as the wage and fringe benefits required to be paid under this Agreement.

B. If there is an increase in fringe benefit contribution rates under this Agreement during the life of a public works project, the fringe benefit rate increase shall not apply to contractors working on predetermined or prevailing wage projects unless the fringe benefit rate increase is incorporated into the predetermined or prevailing rates established for the project.

C. In the event of a mandated overall reduction in the Cement Mason wage & fringe rates for San Diego County, the parties agree to meet at the call of either party, to adjust the wages and fringes contained herein to comply with said mandate.

SECTION 28
HEALTH AND WELFARE

A. The Employer shall contribute the sum listed on Appendix "B" for all hours worked by employees to the San Diego County Cement Masons' Health and Welfare Trust for hours worked beginning June 29, 1997 and continuing through the life of the Agreement. Any change in the contribution rate during the terms of this Agreement shall reduce the wage rates contained in this Agreement accordingly so that the total wage/fringe benefit cost package remains constant.

B. The Employer adopts and agrees to become bound to the trust agreement establishing the San Diego County Cement Masons' Health and Welfare Trust.