

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
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HOLIDAY PROVISION

FOR

**CEMENT MASON**

**Engineering Construction**

IN

SAN DIEGO COUNTY

**AGC MASTER LABOR AGREEMENT**  
for  
**Engineering Construction**



**ASSOCIATED GENERAL CONTRACTORS OF AMERICA**  
*San Diego Chapter, Inc.*

and

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

**June 16, 2005 – June 16, 2009**

**RECEIVED**  
Department of Industrial Relations

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- c. The employee reports for work in unfit conditions or without proper tools, referral, or credentials.
  - d. The employee is unable or refuses to perform the specified work for which he was requested, in which case the Employer or his representatives shall immediately notify the Union. If the employee is unable to perform the specified work for which he was requested, he shall be paid only for actual time worked.
  - e. The employee has been notified before the end of the last preceding shift not to report.
2. An employee discharged for incompetence shall receive pay for the actual hours worked.
  3. Any employee who reports for work shall receive not less than two (2) hours pay, and if more than two (2) hours are worked in any one (1) day, he shall receive four (4) hours pay, and if more than four (4) hours are worked in any one (1) day, he shall receive eight (8) hours pay, and if more than eight (8) hours are worked in any one (1) day, he shall receive the rate of pay required by the laws of the State of California, unless the reason for the stoppage is due to inclement weather.
  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  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's 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. Nor 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.

**SECTION 23**  
**PARKING**

In the event free parking spaces are not available within three hundred and fifty (350) yards of a jobsite, the Employer will provide facilities and shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

**SECTION 24**  
**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 \$2.00 per hour over the highest base wage paid to a journeyman under his direct supervision and on the Employer's payroll. The 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. When five (5) or more Cement Masons are employed on the job, one (1) Cement Mason shall receive the Foreman's scale of wages on that project only and he will work with the tools of the trade.

**SECTION 25**  
**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.