STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th 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

AGC MASTER LABOR AGREEMENT FOR BUILDING CONSTRUCTION

ASSOCIATED GENERAL CONTRACTORS
OF AMERICA
SAN DIEGO CHAPTER, INC.

AND

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

JUNE 28, 2006 – JUNE 25, 2010

RECEIVED
Department of Industrial Relations

JUL 28 2006

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 as 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 interference's with the progress of the work.

SECTION 2
TERM, TERMINATION, AND RENEWAL

A. This Agreement shall become effective on June 28th, 2006, and shall remain in full force and effective through June 25th, 2010, and from year to year thereafter, unless either party gives sixty (60) days written notice to the other party prior to June 25th, 2010, or June 25th 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 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.

This recognition of majority support is based on an unequivocal request for recognition by the Union as majority representative along with the Union having shown or offered to show evidence of its majority support.

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. 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 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 works 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.

highest base wage paid to a journeyman under his direct supervision and on the Employer's payroll. The foreman may supervise a crew on more than one job-site. 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 one job, one (1) cement mason shall be employed as a Lead Cement Mason and that employee shall receive the foreman's scale of wages on that project only and he will work with the tools of the trade.

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. In the event that the Employer bids and contracts for 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 wage rate for the project will be rate required in this