

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

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**ASSOCIATED GENERAL CONTRACTORS  
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**AND**

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

**SECTION 1  
PARTIES TO AGREEMENT**

- A. This Agreement is entered into this 16th day of June, 2005, 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.
  3. Subcontractor means any person, firm or corporation, who contracts with the Employer to perform any jobsite construction work, as defined by this Agreement, including the operation of equipment, performance of labor and the furnishing and installation of materials.
    - a. The Employer and the Union recognize and agree that the San Diego County Building and Construction Trades Council is the administrative

representative of the Union signatory hereto, and by the terms of this Agreement, has no signatory status.

- 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 work.

**SECTION 2**  
**TERM, TERMINATION, AND RENEWAL**

- A. This Agreement shall become effective on June 16<sup>th</sup>, 2005, and shall remain in full force and effective through June 16<sup>th</sup> 2009, and from year to year thereafter, unless either party gives sixty (60) days written notice to the other party prior to June 16<sup>th</sup>, 2009, or June 16<sup>th</sup> 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 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 that area covered by phases or units

currently under construction and under the Employer's control as further defined in Section 7 (A) 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.

**This recognition of majority support is based on an unequivocal request for recognition by the UNION as a 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 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 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 an engineering construction agreement covering prevailing and non-prevailing wage work.
- B. This Agreement shall be deemed to have been executed on June 16, 2005 when the parties signing shall have affixed their signatures hereto. There shall be retroactive application of: 1) changes in wages pr employee benefit of any kind, 2) trust fund or other contributions, or 3) obligations upon employees.
- 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 industry work in classifications similar to those set forth in the territorial jurisdiction of the Union, the Association will be notified and such terms and conditions shall be made available to the Employers. No Employer signatory to this Master Labor Agreement shall be required to provide terms or conditions of employment under this Master Labor Agreement any more favorable than such terms and conditions contained in any other agreement concerning jobsite construction work in San Diego County, with the sole exception being conditions under a project agreement negotiated pursuant to subparagraph 3 below.
  - 1. Any term or condition granted by the Union to any Employer, whether or not such Employer is a signatory member of the Association, may be adopted on a pick and choose basis for each individual item of such agreement, by Employers signatory to this Master Labor Agreement. The term or condition adopted by signators to this Agreement may be implemented by such Employers on any or all projects for the duration of this Agreement. Prior to granting any Employer such more favorable term or condition, the Union shall give the Association written notice of its intention to grant the more favorable term or condition. If the Union fails to give such notice, each Employer signatory to this Agreement can thereafter rescind this Agreement as it applies to each such Employer, or pursue a claim against the Union for money damages, through the grievance procedure provided below.
  - 2. When an Employer signatory to this Agreement wishes to use a non-signatory Subcontractor to perform jobsite construction work, and if such Employer requests the Union to do so, the Union will make available to the Subcontractor a project-only agreement which will adopt the terms and conditions of this Master Labor Agreement, for that project only. The Subcontractor shall have the option of providing its own Employees to perform work covered by the project-only agreement, or it may request the dispatch of employees from the hiring hall. Any such workers covered by the Subcontractor's project-only agreement will be subject to the union security provisions contained in this Agreement.
  - 3. It is understood and agreed by the parties hereto that when situations arise that require separate single project agreements covering work to be performed on specific identified construction projects in the geographic area covered by this Agreement, to protect the

interests of the Employers and promote jobs for Union members, such single project agreements will be negotiated in advance and the terms and conditions of these project agreements will be made available to all signatories hereto to protect the competitive bidding process on that specific geographic job area. Any rates or conditions negotiated in these special single project agreements will not give any Employer signatory hereto the right to claim such rates and conditions for work performed on geographic jobsite locations other than that specifically defined in the special project agreement(s).

4. Where the Employer determines that he is at a competitive disadvantage, the Union, in concert with other affected construction trade Unions in San Diego County, with whom the Employer has signatory status, may agree to reduce the terms and conditions of this agreement, to a level that will allow the employer to compete equally on any job or project.

**SECTION 8**  
**UNION SECURITY**

- A. Employees employed by the Employer under this Agreement for a period of five (5) days continuously and/or cumulatively shall on the fifth (5<sup>th</sup>) day be obligated to tender the regular initiation fees and pay periodic dues to the Union as a condition of employment.
- B. The Employer shall not be required to discharge any employee pursuant to this section until a written notice from the Union of such employee's non-compliance, stating all pertinent facts showing such non-compliance, shall have been served upon Employer.

**SECTION 9**  
**UNION REPRESENTATIVES**

After presentation of proper identification, the Employer shall afford bona fide representatives of the Union and a representative of the San Diego County Building and Construction Trades Council, prompt and free access to the jobsite during construction for the purpose of conducting legitimate union business. If the Employer or their representative is present on the job, the Union representative shall appraise the Employer or the representative of the union representative presence. Such Union representatives shall provide their own security credentials, if required. If the security credentials are inadequate in any respect, access shall be denied. A Union representative must comply with all safety and health regulations and established practices of the Employer. In no event shall the representatives of the Union interfere with the progress of the work.

**SECTION 10**  
**STEWARDS (S)**

- A. The Union shall make the steward known to the Employer. The steward shall be a competent journeyman. The Union agrees that the duties of the steward shall be performed expeditiously. The Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. In no event shall the Employer discharge or lay off a steward before the completion of a job because of any actions taken by the

steward in the proper performance the Union's duties necessary to the enforcement of this Agreement.

- B. The steward shall not:
  - 1. Stop the Employer's work for any reason;
  - 2. Tell any worker or any employee covered by this Agreement that he cannot work on the job;
  - 3. Initiate or threaten any physical altercation with any person on the jobsite;
  - 4. Appear on or near the jobsite under the influence of any intoxicant or drug;
  - 5. Be dishonest or absent without authorization.
- C. Infraction of any of the rules in subparagraphs of B. shall be cause for immediate dismissal of the steward without any prior notice.
- D. The employer shall not be required to retain the steward in lieu of any employee whose employment with the employer pre-dates that of the steward. The employer may, at the employer's option, move the steward from job to job but is not required to do so.
- E. The Employer shall give the steward two (2) calendar days notice before laying the Steward off.

**SECTION 11**  
**SAFETY**

- A. When it is called to the attention of the Employer or the employer's representative by the Union representative that a flagrant violation of CAL-OSHA regulations that would cause major injury is being committed and the Employer or the Employer's representative fails or refuses to make correction immediately or when a California Department of Industrial Safety Engineer issues a citation declaring a portion or phase of a project unsafe, the Union will not be deemed in violation of this Agreement for refusing to allow employees to continue working on that project. Any employee found to be willfully violating project safety or the CAL-OSHA orders adopted by the Industrial Safety Board of the State of California may be immediately discharged, with prompt notification to the Union.
- B. The Employer shall furnish for the use of his employees any necessary protective clothing or gear as required by CAL-OSHA. Employees may be held monetarily responsible for such items properly checked out to them with the understanding that such items broken or worn out in normal use, or lost in a manner beyond the control of the employee are excluded.
- C. The Employer shall furnish, where weather conditions require, suitable iced, chilled, or refrigerated water when requested by the majority of the employees on the jobsite. The Employer will furnish sanitary drinking water and toilet facilities at all time in accordance with California law.

- D. The union shall cooperate with the Employer in carrying out all of the Employer's safety measures and practices enumerated above, and employees shall perform their duties in such a manner as to promote efficient operations on all jobs. Employees and the Union shall comply with all applicable safety and health regulations and with the safety practices of the Employer.
- E. The Union shall cooperate to the fullest extent to ensure that employees meet the highest practicable level of safety training, and to comply with all safety training and certification requirements imposed by federal, state and local regulatory agencies. The Union shall accomplish this obligation by: (1) establishing its own safety training and certification program, (2) participating in such a program established by an Employer, or (3) participating in the programs established by the Association.

**SECTION 12**  
**INJURY**

- A. Employees who are unable to work, as a result of an industrial injury, shall be paid for actual time worked.
- B. An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided the employee can perform his work competently and safely.

**SECTION 13**  
**DISCHARGE**

- A. No employee shall be discharged or discriminated against for activities in behalf of or in representation of the Union not interfering with the proper performance of his duties.
- B. No employee covered hereby may be discharged or discriminated against by an Employer for refusing to cross or work behind a lawful picket line established by Local #500 / Area 744 or for engaging in any other conduct protected by Section 7 of the Labor Management Relations Act of 1947, as amended. Except as otherwise provided for in this Agreement, work performed under this Agreement will be performed by employees covered under this Agreement.
- C. The Union recognized the Employer's right to establish a drug testing policy for its employees. Any employee may be terminated for refusing to submit to (1) substance abuse screening, (2) for drinking on the job, (3) for drunkenness, (4) for dishonesty or for any lawful reason, which affects the employee's qualification to perform work on the jobsite.
- D. Any discharge may be subject to the grievance procedure.

**SECTION 14**  
**HIRING**

In the employment of employees for all work covered by this Agreement in the territory above described, the following provisions, subject to the conditions of Section 5 of this Agreement, shall govern:

- A. The Union shall establish and maintain open and non-discriminatory employment lists for employment of workers in the work area jurisdiction.
- B. The Employer shall hire skilled and competent workman covered by this Agreement, from lists maintained by the Union or the Employer with the understanding that the Employers shall have the exclusive right, if needed to hire from any source available to man the project.
- C. The Employer will report each worker's name, social security number, and work classification to the Union or its agents and when such workman is hired the Union will mail a dispatch slip to the Employer.
- D. Should the Employer utilize the Union's hiring list, the Union will furnish written identification for each such required competent worker entered on its lists to the Employer, and will furnish such workers listed in the following priority:
  - Local workers designated by name by the Employer who have worked for a signatory employer within the Union's work and area jurisdiction, provided they are available for employment.
    - 1. When requested by the Employer, the Union will furnish the Employer, on a monthly basis, a list of members who have not tendered periodic dues to the Union. In addition, the Union will provide the Employer, when requested, a list of members of the eligible for dispatch.
- E. Any individual who is rejected by the Employer shall not be re-referred to the Employer when the Employer has notified the Union in writing not to refer said worker for re-employment. The Employer will be the sole judge of the qualifications of all its employees.

**SECTION 15**  
**EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Employer and the Union will not discriminate against any person with regard to employment or union membership because of his or her race, religion, color, sex, age national origin, or ancestry or other prohibited criteria. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to union membership.
- B. In the event that an employee represented by the Union, or an applicant for employment, brings a claim against the Employer for an allegedly discriminatory hiring or employment practice, the Union agrees to cooperate fully with the Employer to ensure a prompt and

full investigation of the circumstances pertaining to the alleged discrimination, its effects, and the potential remedy sought by the person bringing the claim.

**SECTION 16**  
**JURISDICTIONAL DISPUTES**

- A. During the term hereof, there shall be no strikes, slowdowns or stoppages or work occasioned by jurisdictional disputes between the Union and any other Unions. All employees covered by this Agreement shall perform the work customarily performed by them and shall cooperate and work with employees represented by other unions without regard to past, present or future disputes on jurisdictional claims.
- B. When making work assignments, the Employer shall make reasonable efforts to assign the work in accordance with existing inter-craft agreements between the Union and any other unions with which the Employer may become signatory. In the absence of inter-craft agreements, the past practice of the area will prevail.

**SECTION 17**  
**STRIKES AND LOCKOUTS**

- A. It is the purpose and intent of the Employers and the Union that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the grievance and arbitration procedures. The Union agrees that neither it nor its officer, agents, members, nor employees represented by it will engage in, authorize, instigate, or aid work stoppages or strikes, interruptions, slowdowns, or other impeding of the work during the terms of this Agreement. The provisions of this section extend to all sympathy strikes affecting the Employer's operations, and to all strikes aimed at other employers who are working upon, or making deliveries to, the Employer's jobsite. There shall be no more than two (2) agents or representatives of the Union present on each of the Employer's projects at any one time. Further, the Union will use its best efforts to prevent, halt, terminate, and minimize the effect of any work stoppages, strikes, interruptions, slowdowns, or other impeding of the work.
- B. The Union shall have the right to immediately withhold or remove workmen or picket the job of any individual Employer who is in violation of the wage payment, fringe benefit payment and/or liquidated damage payment, or the conference board decision(s) and shall, when ordered by the Trustees of any Trust covered by this Agreement, withhold or remove workmen from any Employer for failure to make trust fund contributions or submit business records, books and reports pertaining to the payment of wages, fringe benefits, and / or liquidated damages.
- C. The Employer agrees not to lock out any employees whose work is covered by this Agreement.

- D. The foregoing promises by the Union and the Employer shall be specifically enforceable by the Union and the Employer regardless of whether or not the subject of the dispute giving rise to the strike, work stoppage, slowdown or other impediment of work is subject to grievance and arbitration.

**SECTION 18**  
**PROCEDURE FOR SETTLEMENT OF**  
**GRIEVANCES AND DISPUTES**

- A. All grievances or disputes shall be brought to the attention of the Employer within ten (10) working days of the occurrence giving rise to the dispute, or it shall be waived. Should a grievance or dispute arise on the jobsite, it shall be processed in the following sequence, using the number of steps necessary to dispose thereof.
1. The Craft Steward or Union representative is to receive grievances or disputes from employees represented by the Union, and shall immediately report them to the Employer.
  2. The Union representative shall endeavor to settle the grievance or dispute with the Employer.
  3. The Union representative shall refer the grievance or dispute to the Association representative. The Association representative shall endeavor to settle the grievance or dispute with the Union representative and the Employer.
  4. Failure to resolve the grievance or dispute by 1, 2, or 3 above, shall cause the grievance or dispute to be referred to the Joint Conference Board for settlement within fifteen (15) days after the conclusion of Step 3, or the grievance or dispute shall not be considered by the Joint Conference Board and the case will be considered closed.
  5. The Conference Board shall not be required to make adjustments in wage claims, or unpaid classification premium or overtime payment retroactive beyond forty-five (45) days, unless by unanimous vote of the Conference Board. Fringe benefits are excluded from decisions of the Joint Conference Board.
- B. Conference Board.
1. There shall be a Conference Board of three (3) members, one representing the Union, one representing the Employer, and one neutral member, who shall be Chairman.
  2. The purpose of the Joint Conference Board is to settle disputes or grievances referred to it and to interpret this Agreement. The Joint Conference Board is to be

limited to those purposes, and shall hear cases and render decisions based solely upon interpretation of this Agreement for the Union and the Employer.

3. The Conference Board Chairman shall be selected by a selection committee comprised of two (2) representatives of the Union and two (2) representatives of the Employer. The selection committee shall be appointed by the signators within fifteen (15) days after consummation of this Agreement. The committee shall select its own chairperson, or co-chairperson. The selection committee shall nominate eight (8) candidates for Chairperson of the Conference Board. The Union representatives shall nominate four (4) candidates. From this list of eight (8) candidates, they shall select the Chairperson of the Conference Board and the alternate Chairperson by majority vote, within thirty (30) days after consummation of this Agreement. The selection committee shall notify the signatory parties to this Agreement, the name, address and phone number of the elected Chairperson and the alternate Chairperson. In the event the elected Chairperson is not available to hear a case that has been scheduled, or a vacancy occurs by resignation, disability or death, the alternate Chairperson and members of the Conference Board shall serve for the term of the Agreement, or until replaced, if for a lesser time.
4. Conference Board members other than the Chairperson shall be appointed by the signators in the following manner: The Union and the Employer Association shall each appoint four (4) representatives and two (2) alternates, making a total of twelve (12) members to the grievance panel, only one (1) of which from the Union panel and the Employer panel shall hear the case with the Chairperson.
5. The Joint Conference Board will convene upon request of the Association or upon the request of the Union using the following procedures:
  - a. If the request is initiated by the Union upon written request to the Association representative and the Employer involved.
  - b. If the request is initiated by an Employer and/or Association upon written request to the Union.
6. This meeting shall be scheduled by the Chairperson not sooner than forty-eight (48) hours nor more than seven (7) days after receipt of said request for a Conference Board hearing, unless mutually agreed upon by the parties to the grievance.
7. A quorum requires that all Conference Board positions be filled. There shall be one (1) Union representative, one (1) Employer representative and the Chairperson present. Each shall have one (1) vote.
8. The Conference Board shall meet upon request or as it deems advisable to set up ground rules, study and interpret this Agreement, and to prepare forms and procedures for hearing and presentation of cases.

9. The Conference Board shall keep minutes and shall notify all parties of decisions rendered, in writing.
10. Any expenses incurred by the Joint Conference Board shall be paid equally by the Union and the Employer, regardless of the decision.
11. The elected Chairperson shall be paid an amount agreed upon jointly by the parties to this Agreement.
12. Voting on any grievance or dispute or any other proposition shall be done in executive session only and no record of the distribution of votes shall be kept or distributed.
  - a. The Joint Conference Board shall remain in session, exclusive of recess, until it has arrived at a decision.
13. The determination of the Joint Conference Board is final and binding upon the parties. There shall be no appeals.
  - a. A simple majority vote is required to dispose of items on the agenda.
  - b. The Joint Conference Board shall have the right of discovery in specific cases subsequent to convention for the hearing on that particular case.
  - c. The grievance procedure is limited to signatory members of the Association.
  - d. There shall be no attorneys, court reporters, or recording devices of any type at the Conference Board hearings.

**SECTION 19**  
**PAYMENT OF WAGES**

- A. All wages due employees must be paid weekly on a designated payday by the Employer on the jobsite prior to the end of the employee's shift or at the Employer's option, employees may be paid on Thursday of each week, at the Union office provided employees checks are delivered to the Union office prior to 3:00 P.M. that day. Any overtime worked on Friday, or anytime worked on Saturday and Sunday must be paid the following Monday and delivered to the Union office prior to 3:00 P.M. that day. Prior to payment of wages, the Employer may require the employee to sign a time card confirming the accuracy of said time card. Should the Employer's payday fall on a legal, recognized holiday, the Employer may pay its employees on the next regularly scheduled work day; however, all efforts will be made by the Employer to pay its employees prior to the holiday.
- B. The Employer shall provide with each payroll check an itemized check stub showing each contribution and deduction made for the payroll period covered by the check or a separate statement showing the name and address of the Employer, with each payroll check

showing separately regular deductions, the rate of pay, straight-time and overtime hours worked for the payroll period and the ending date. Each check shall show the name of the employee.

- C. Upon layoff or discharge for any reason, the employee shall be paid immediately in full. In the event the Employer fails to pay the employee, the employee will be paid waiting time per the laws of the State of California.

**SECTION 20**  
**WORK PERIODS**

- A. Forty (40) hours worked from Monday through Friday shall constitute a week's work. Any work performed in excess of eight hours in one day or forty hours in one week shall be payable at the rate of one and one-half (1 ½) times the employee's straight-time hourly rate, unless the Employer has scheduled a work week of four ten hour days. Work on a Sunday or holiday shall be payable at the rate of two (2) times the employee's straight-time hourly rate, unless the Sunday work is in accordance with a regularly scheduled shift as designated by the Employer. Notice of shift hours will be provided by the Employer to the Union in writing, and shift arrangements are subject to change at the discretion of the Employer. The Employer will make every reasonable effort to work shifts between the hours of 5:00 A.M. and 6:00 P.M. The Employer will pay double time after 12 hours of work in any one day.
  - 1. The Union will agree to any special shift arrangement required by the Employer.
- B. No employee shall be required to work more than five (5) consecutive hours without a one-half (1/2) hour break for meals. When employees are required to work over five (5) hours without being provided with a one-half hour uninterrupted meal period, they shall receive the appropriate overtime rate of pay.
- C. All starting times shall be determined by the Employer.
- D. Make-up Day: Where the regular employee lacks the necessary hours to complete his forty (40) hours in any one week, on a voluntary basis, the employee may work up to an eight (8) hour straight time shift on Saturday. The make-up day shall apply to special or multiple shift arrangements.
- E. Workman will be paid show-up time when he is dispatched to the Employer through the Union's hiring list.
  - 1. An employee so dispatched, will not be paid show-up time when:
    - a. The Employer has notified the Union in writing; not to refer said workman for re-employment.
    - b. The employee fails to report by starting time established by the Employer and specified at the time of ordering the workman. The Employer may

waive this paragraph by hiring the workman, regardless of time of reporting.

- 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. The employer agrees to utilize Cement Masons for work covered by this agreement that is not subcontracted.

**SECTION 26**  
**WAGES**

Classifications and pay rates shall be those listed on Appendix "A" to 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 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 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 "A" for all hours worked by employees to the San Diego County Cement Masons' Health and Welfare Trust for hours worked beginning June 16, 2005 and continuing through the life of this 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 wages/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. The Employer designates and agrees to the appointment of the from time-to-time Employer trustees to the health and welfare fund.

**SECTION 29**  
**PENSION**

- A. Commencing with hours worked on June 16, 2005 the Employer will contribute the sum listed on Appendix "B" for all hours worked by employees the San Diego County Cement Mason's Cement Fund. Any change in contribution rates shall reduce the wage rates contained in this Agreement accordingly, so that the total wage/fringe package cost remains constant.
- B. The Employer adopts and agrees to become bound to the trust agreement establishing the San Diego County Construction Cement Masons' Pension Trust Fund. The Employer designates and agrees to the appointment of the from time-to-time Employer trustees to the pension trust.

**SECTION 30**  
**VACATION**

- A. Contractors covered by the terms of this Agreement agree to pay to a Vacation Trust when established by the Cement Masons Union. The contribution to the Trust may be designated with 30 days notice to the Association on either June 16, 2005, or June 15, 2006.
- B. The Association agrees to approve and consent to the appointment of trustees to the **Vacation Trust.**

**SECTION 31**  
**SAN DIEGO CONSTRUCTION ADVANCEMENT FUND 2003**

The parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of means and methods of improving the efficiency of the industry and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of Contractors, the individual employer will contribute the sum of 5 cents (\$.05) per hour for all hours worked or paid for by all employees employed under the terms of this Agreement to the SAN DIEGO CONSTRUCTION ADVANCEMENT FUND 2003, an employer established and administered Trust formed and created for this purpose, and the individual employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the SAN DIEGO CONSTRUCTION ADVANCEMENT FUND 2003, and further

agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.

**SECTION 32**  
**CREW COMPOSITION AND SIZE**

Crew composition and ration by classification shall be designated at the discretion of the Employer consistent with past jurisdictional practices. An Employer may employ one (1) apprentice when one (1) cement mason journeyman is employed, consistent with the hours of employment required by Section 1777.5 of the California Labor Code.

**SECTION 33**  
**SUPPLEMENTAL DUES**

- A. Beginning with hours worked on June 16, 2005 the Employer shall contribute the sum listed on Appendix "B" for all hours worked by employees to the San Diego County Cement Masons' Trust, in the form of supplemental dues.
- B. The Employer adopts and agrees to become bound to the trust agreement establishing the San Diego County Cement Masons' Trust for supplemental dues. The Employer designates and agrees to the appointment of the from time-to-time Employer trustees to the trust.
- C. The contribution so made shall be deemed to be, and shall be treated as, subject to withholding tax and social security and unemployment taxes, a part of the total compensation payable at the end of the employer's payroll period during which such work is performed or paid for, but the full per hour payments shall be transmitted to the plan. Such payments shall not be a part of the hourly wage rates contained in this Agreement for the purpose of computing overtime or reporting time for any other purpose of this Agreement or part of the regular rate or basic hourly rate or the purpose of the Federal Fair Labor Standards Act or the Walsh-Healy Act or any other law, ordinance or regulation, except that if, consistent with the foregoing, such payments can be considered and treated as part of the wage prevailing in the area for the purpose of the Federal Davis-Bacon Act and similar 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 34**  
**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. In the event problems arise over application over ADA with the terms of this Agreement, the provisions of Section 34 shall apply.

**SECTION 35**  
**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 16th day of June, 2005.

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

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

For its signatory contractor members

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**APPENDIX "A"**  
**WAGE RATE**

JOURNEYMAN CEMENT MASON

Effective:	<u>6/16/05</u>	<u>6/16/06</u>	<u>6/16/02</u>	<u>6/16/08</u>
	\$1.40	\$1.40	\$1.40	\$1.40

\* = To be allocated by the union with 60 days written notice to the employer.

**APPENDIX "B"**  
**FRINGE BENEFITS**

**EFFECTIVE 6/16/05**

Wage	\$ 26.67
Health & Welfare	\$ 4.60
Pension	\$ 1.38
Supplemental Dues	\$ 1.45
Apprenticeship	\$ .40
SDCAF	\$ .05

**APPENDIX "C"**  
**APPRENTICESHIP WAGE RATES**

Period	%	Base	Supp. Dues	Total Taxable Wages
1 <sup>st</sup>	40	\$ 10.67	\$ 1.45	\$ 12.12
2 <sup>nd</sup>	50	\$ 13.34	\$ 1.45	\$ 14.79
3 <sup>rd</sup>	60	\$16.00	\$ 1.45	\$ 17.45
4 <sup>th</sup>	70	\$18.67	\$ 1.45	\$ 20.12
5 <sup>th</sup>	80	\$21.34	\$ 1.45	\$ 22.79
6 <sup>th</sup>	90	\$24.00	\$ 1.45	\$ 25.45

**Apprenticeship Fringe Benefits**

**1<sup>st</sup> & 2<sup>nd</sup> Period**

Health & Welfare	\$ 4.60
Apprenticeship	\$ .40

**3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, & 6<sup>th</sup> Period**

Health & Welfare	\$ 4.60
Pension	\$ 1.38
Apprenticeship	\$ .40
SDCAF	\$ .05
Total	\$ 6.43

**LETTER OF UNDERSTANDING**

The undersigned, on behalf of their respective organizations, declare their agreement to the following conditions and understandings that shall apply to private engineering site development work, such as shopping center site development and residential site development work outside the building line which shall include but not limited to curb and gutter work, sidewalks, landscape, underground pipeline work, paving and such other work covered herein, undertaken with private funding.

1. Except as otherwise provided for herein, all of the terms and conditions of the Master Labor Agreement for engineering between the San Diego AGC and Cement Masons Local 500, Area #744 are adopted by reference into this letter of understanding.
2. Wages shall be per the current AGC Building Agreement, Type I & II, per hour for journeyman performing work covered by this letter of understanding.

\*See MLA

3. Fringe benefits shall be as set forth in the AGC Engineering Agreement. Fringe benefits will be paid on all overtime hours.
4. The contractor shall be entitled to utilize a one-to-one apprentice to journeyman ration.
5. The contractor will make an effort to subcontract work covered by this letter of understanding to persons, firms or corporations party to an agreement with the union. However, the Employer shall be free to subcontract all work covered by this letter of understanding without regard to the signatory status of the subcontractor. The Employer agrees to utilize cement masons for work covered by this letter of understanding that is not subcontracted.

This letter of understanding terminates June 16, 2009.

Associated General Contractors of America  
San Diego Chapter, Inc.

Operative Plasters and Cement Masons  
International Association, Local Union  
#500 Area 744

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

