STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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San Francisco CA 94142-0603

HOLIDAY PROVISIONS

FOR

LABORER AND RELATED CLASSIFICATIONS

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

23-152-2

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MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS, INC.

and

THE SOUTHERN CALIFORNIA

DISTRICT COUNCIL OF LABORERS

This Agreement entered into this first day of **July 1997**, by and between the **Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association and the Southern California Contractors Association, Inc.,** on behalf of their respective eligible members, hereinafter referred to as the **CONTRACTORS;** and, the **Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO**, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, all affiliated with the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations; hereinafter referred to as the **UNION.**

PURPOSE

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

ARTICLE XVI

Holidays, Payment of Wages, Meal Periods

A. Holidays

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and 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 for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

B. Payment of Wages

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (½) hour at the applicable overtime rate until such time as he does receive his pay.

2. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record , showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

4. If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.

MEMORANDUM OF AGREEMENT

by and between

Southern California District Council of Laborers

and

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.,
BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC., AND
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION**

Changes from the 1997-2000 Master Labor Agreement

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JUL 31 2000

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July 28, 2000

LABORERS 2000-2003 MASTER LABOR AGREEMENT

1. **Term of Agreement** All dates to conform with three (3) year agreement effective July 1, 2000, through June 30, 2003

23-102-2
For Projects on/after
9/01/2003

MEMORANDUM OF AGREEMENT

By and between

Southern California District Council of Laborers

And

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC., AND SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION

Changes from the 2000-2003 Master Labor Agreement

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JUL 31 2003
Div. of Labor Statistics & Research
Chief's Office

July 14, 2003

Additions reflected in bold underline, ~~Strikeout items indicate deletions~~

1. **Term of Agreement**

   All dates to conform with three (3) year agreement effective July 1, 2003, through June 30, 2006

2. **Amend Article I (General Provisions), Paragraph A (3) to reflect**

   (3) The term "Union" as used herein, shall refer to the Southern California district Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. **The term "Local Union," as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the agreement.**

3. **Amend Article 1 (Coverage), Paragraph B (5)(d), to reflect**

   (d) "All work involved in laying and installation of **industrial** pipe ~~outside of a building, structure or other work,~~ regardless of the material used or substance conveyed.

4. **Amend Article 1 (Coverage), Paragraph F(3), to reflect**

   All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, sandblasting, water blasting, mixing, handling, shoveling, rough-strike off of concrete, **concrete that may be hand worked by any method or means**, conveying, pouring, handling of the chute from ready mix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzlemen, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface.

5. **Amend Article 1 (Coverage), Paragraph F(11), to reflect:**

   All work in connection with **horizontal** directional ~~boring~~ drills, including operation of ~~boring~~ drill and electronic tracking device (locator). All helper work on water well drills.

6. **Amend Article 1 (Coverage), Paragraph F (20), to reflect:**

   The installation of all forms of ~~wire, and metal~~ fencing **of any type or material** including chain link, V-mesh, rectangular and square mesh fabrics, revetments, wire netting and barb wire, baseball backstops, tennis courts, cribs, cages, window guards and safety screens, interior and exterior. All screens including

Southern California District Council of Laborers

Mike Quevedo, Jr.
Business Manager

7-30-03
Date

Associated General Contractors of California, Inc.

Claire McChristy
Director of Industrial Relations, Southern California

7/29/03
Date

Building Industry Association of Southern California, Inc.

Pamela Ackrich
Labor Relations Director

7/26/03
Date

Southern California Contractors Association

Jere Meacham
Director of Labor Relations

25 July 2003
Date

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