STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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# HOLIDAY PROVISIONS

# FOR

# **TEAMSTER:**
# ALL CLASSIFICATIONS

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

# SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT

**Between**

**SOUTHERN CALIFORNIA GENERAL CONTRACTORS**

**And**

**TEAMSTER JOINT COUNCIL NO. 42**

**And**

**TEAMSTER LOCAL UNION NO. 87**

**Affiliated with the**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

This agreement entered into this first day of July 2003, by and between the **Associated General Contractors of California, Inc.**, the **Building Industry Association of Southern California, Inc.**, and the **Southern California Contractors Association, Inc.**, on behalf of their respective eligible members, hereinafter referred to as the **CONTRACTORS;** and **Joint Council of Teamsters NO. 42 and Teamsters Local Union No. 87**, affiliated with the **International Brotherhood of Teamsters,** who are signatory hereto for themselves and the Local Unions which have jurisdiction over the work hereinafter described, 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.

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706. Each employee employed in accordance with the terms of this Agreement shall receive wages based upon the minimum hourly wage rates specified in Article XVIII calculated by the number of hours he was employed, less all legal deductions. Any other methods of paying the employees, such as the use of piecework, bonus systems or lumping of the work shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with the grievance procedure of this Agreement.

707. The Contractor agrees that all work covered by this Agreement shall be performed by workmen who, the Contractor and the Union agree, are employees of the Contractor, or subcontractor, and that both the Contractor and subcontractors shall employ such employees under the terms of the appropriate labor agreement covering the work involved.

## ARTICLE VIII

## Holidays, Payment of Wages, Meal Periods

### 801. HOLIDAYS

801.1. 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.

### 802. PAYMENT OF WAGES

802.1. 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.

802.2. 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.

802.3. 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.