STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

HOLIDAY PROVISION

FOR

GUNITE WORKER (LABORER):
NOZZLEMAN, RODMAN
GUNMAN
REBOUNDMAN

IN

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

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2003, by and between GUNITE and/or SHOTCRETE CONTRACTORS, who are signatory hereto, hereinafter referred to as the Contractors,

and the

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliate GUNITE LOCAL #345, both affiliated with the Laborers' International Union of North America, AFL-CIO, who are signatory hereto for themselves, hereinafter referred to as the Union.

WITNESSETH:

PURPOSES:

WHEREAS, the Contractors are engaged in Gunite and/or Shotcrete work in the Eleven Southern California Counties; and

WHEREAS, in the performance of their present and future operations, the Contractors are employing and will employ workmen; and

WHEREAS, the Contractors desire to be assured of their ability to procure employees for the work which they may do in the area hereinafter defined as the Eleven Southern California Counties in sufficient numbers and skill to assure continuity of work in the completion of their contracts; and

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for workmen employed by the Contractors; and

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broken time or tide work on Saturdays, Sundays or holidays, the applicable overtime rate, or rates shall be paid for all time worked and the minimum shall be eight (8) hours at such overtime rate, or rates.

8. In the event it is not reasonably possible to complete forty (40) hours of work on an eight (8) hour day shift, as outlined in Section 1 of this Article, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay.

VI.

HOLIDAYS

The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. No work shall be performed on Labor Day except when life or property is in imminent danger. Work performed on the above holidays shall be paid for at the double-time rate.

VII.

WAGES

The minimum hourly wage rates to be paid workers covered by this Agreement are as follows:

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