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DEPARTMENT OF INDUSTRIAL RELATIONS
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HOLIDAY PROVISION

FOR

LABORER

Engineering Construction

IN

SAN DIEGO COUNTY

23-102-3

23-102-3

AGC MASTER LABOR AGREEMENT
FOR ENGINEERING CONSTRUCTION
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.
AND
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
LOCAL NO. 89

PARTIES TO AGREEMENT

This Agreement is entered into this 1st day of July 2004, by and between signatory members of Associated General Contractors of America San Diego Chapter, Inc., hereinafter referred to as the CONTRACTORS; and the Southern California District Council of Laborers, on behalf of itself and on behalf of its affiliated Local No. 89; 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 Section 3, 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.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the terms of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

To effectively implement the foregoing, the parties to the Agreement hereby establish a Committee composed of two (2) representatives appointed by the Southern California District Council of Laborers and two (2) representatives appointed by the Associated General Contractors of America, San Diego Chapter, Inc. This Committee will review requests for changes in the terms and conditions of the Labor Agreement

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SECTION 21
HOLIDAYS

The following Holidays shall be observed on the date designated by Federal Law:

New Year's Day
Presidents' 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 holiday rate. No work shall be performed on Labor Day except in cases of extreme urgency when life or property is in imminent danger.

SECTION 22
JOBSITE TRANSPORTATION

Whenever the Employer is required to provide transportation within the jobsite it shall comply with all applicable safety standards.

SECTION 23
PARKING

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Contractor will provide such facilities and the individual Contractor 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 Contractor shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to 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
LABORERS' FOREMAN

A. The selection of the employee who will be the Laborer Foreman is at the sole discretion of the Contractor. Where the employees of the Contractor employed on the project are predominantly Laborers and performing Laborers' work, the employee selected by the Employer to be Foreman shall be an employee employed under the terms of this Agreement and shall receive the Laborer Foreman's wage rate. The