STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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

HOLIDAY PROVISIONS

FOR

PLASTERER

IN

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

203-X-3
203-188-2
203-224-1
203-295-1
203-337-1
203-429-1

LABOR AGREEMENT

between

California Lathing & Plastering Contractors' Association, Sacramento Chapter, Inc.

and

Operative Plasterers' and Cement Masons' Local Union No. 300

of the

Operative Plasterers' and Cement Masons' International Association of the United States and Canada, AFL-CIO

Effective
July 1, 2005 - June 30, 2009

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Department of Industrial Relations
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Div. of Labor Statistics & Research
Chief's Office

(c) In lieu of a bond, the Employer may deposit a certified cashier's check with the Administrator of the Northern California Plasterers Health and Welfare Trust Fund.

(d) The indemnity bond or certified cashier's check shall indemnify for any assessment of wages, fringe benefits and/or liquidated damages, for violations of this Agreement or any other obligation as provided for in this Agreement, including attorneys' fees and/or audit fees necessary for collection of said assessments.

(e) If the indemnity bond or the certified cashier's check must be assessed due to the Employer's refusal or inability to pay amounts due, the Employer shall be considered as having defaulted. Before a defaulting Employer can resume operation under any name signatory to this Agreement, the Employer must reinstate his/her good standing by:

(1) Satisfying any and all obligations consistent with the terms of this Agreement and the provisions and stipulations of the indemnity bond; and

(2) Depositing an indemnity bond or certified cashier's check with the Union, in the amount as determined to be right and just by the Union and the Association, for a period of one (1) year.

ARTICLE VI - HOURS AND WORKING CONDITIONS

Section 1.

(a) The regular work week shall be forty (40) hours per week, Monday through Friday. The regular work day shall be eight (8) hours, commencing at 8:00 a.m., taking 12:00 noon to 12:30 p.m. for lunch, quitting at 4:30 p.m. Upon notification to the Union, an Employer may commence work at 7:00 a.m., taking 11:00 a.m. to 11:30 a.m. for lunch, and quitting at 3:30 p.m. All work performed in excess of eight (8) hours in a regular work day or in excess of forty (40) hours in a regular work week and up to eight (8) hours on Saturday shall be paid at the overtime rate of one and one-half (1½) times the rate of wages established by this Agreement. Any work performed after eight (8) hours on Saturday and any work on Sunday or on any holiday listed in this Agreement shall be paid at the double time rate. The Union reserves the right to regulate the working hours for any specified job that has an early/late starting time due to existing job conditions.

(b) **Holidays.** No work shall be permitted to be performed on the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Whenever one of the above holidays falls on a Saturday, the preceding Friday shall be observed as a holiday. Whenever one of the above holidays falls on a Sunday, the following Monday shall be observed as a holiday. Under no circumstances, save in extreme cases, as in saving lives or property, shall the employees work on Labor Day. "Designated off days" will be the Friday before Memorial Day and the Friday before Labor Day. The employee has the option to work on a "designated off day" at straight time if the employee requests to work. If the Employer requests that the employee work on a "designated off day," the work shall be paid at double time.