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HOLIDAY PROVISION

FOR

HORIZONTAL DIRECTIONAL DRILLING (LABORER)

IN

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

LABORERS' MASTER HORIZONTAL DIRECTIONAL DRILLING AGREEMENT

2006 - 2009

BETWEEN

CONSTRUCTION INDUSTRY ADVISORY GROUP
On behalf of the
Horizontal Directional Drilling
Contractors

AND

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

AND ITS AFFILLIATED LABORERS' LOCAL UNION NO. 1184

C. The Contractor shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law; the Construction project number; and a copy of the compliance order.

ARTICLE XII

LEADMAN

A. The selection of the employee who will be the Leadman is at the sole discretion of the Contractor. The Leadman may work with the tools of the trade.

B. Only Leadmen who normally work with the tools of the trade during straight time periods, in addition to the performance of Leadman duties, may work with the tools of the trade during overtime periods. The need for and the number of Leadmen required for the performance of the work shall be determined by the Contractor.

C. All Leadmen shall be paid no less than $1.00 per hour more than the hourly wage rate of the highest classification over which they have leadership. In the event the Contractor, at his option, elects to use a Foreman to supervise other Leadmen, he shall be paid not less than one dollar ($1.00) per hour more than the hourly rate of the highest classified Leadman over whom he has leadership.

D. Except in case of emergency, if any of the employees not covered by this Agreement such as superintendents, assistant superintendents or master mechanics, shall act in the capacity of a Leadman or work with the tools of the trade or at the classifications covered by this Agreement, he shall be an employee under the jurisdiction of the Union.

ARTICLE XIII

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. All work performed

on any of these holidays shall be paid at double the straight rate. If any of the above holidays should fall on a 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 (1/2) 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 Contractor's name and address. In the event the Contractor 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.