**STATE OF CALIFORNIA** Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

*MAILING ADDRESS:*
*P. O. Box 420603*
*San Francisco, CA 94142-0603*

# HOLIDAY PROVISION

# FOR

# LABORER

# IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

# PROPOSED AGC/LABORER AGREEMENT SUMMARY

1. **Term of Agreement** – July 1, 2002 through June 30, 2006

2. **Economics** (Supplement # 1)

| | | |
|---|---|---|
| First Year: | June 30, 2002 | $.95 to be allocated by the union |
| Second Year: | June 30, 2003 | $.95 to be allocated by the union |
| Third Year: | June 30, 2004 | $.90 to be allocated by the union |
| Fourth Year: | June 30, 2005 | $.90 to be allocated by the union |

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|---|---|---|
| Special Single Shift: | Area "A" | $3.00/hour over classification rate of pay |
| | Area "B" | $2.85/hour over classification rate of pay |

| | | |
|---|---|---|
| Second Shift Premium: | Only applies to second shift on a two (2) shift operation | |
| | Area "A" | $3.00/hour over classification rate of pay |
| | Area "B" | $2.85/hour over classification rate of pay |

Private work agreement to remain at 80% of Master Labor Agreement Rates
(A $3 million-dollar cap applies to the use of a private work agreement)

3. **Added Classifications** (Supplement #1)

| | |
|---|---|
| Construction Specialist | ~~Directional Boring Machine~~ |
| Group I | ~~Bobcat~~ |
| Group III | ~~Forklift~~ |
| | ~~Pilot Car~~ |
| | ~~Skip Loader (up to and including ½ Cubic Yard)~~ |

4. **Supplement NO. 2**

**GUNITE, SHOTCRETE, PANELCRETE AND SIMILAR TYPE WORK INCLUDING ALL PLACING, FINISHING AND PATCHING OF SHOTCRETE OR GUNITE**

**Travel and Out of Town Expense Allowance:**

All workers performing work covered by the Supplement at a jobsite located over sixty (60) miles from the main office or a permanently established district office of an individual employer shall receive a travel allowance as follows:

If the employee uses or rides in an employer provided vehicle he/she will be reimbursed at the rate of twenty ($0.20) cents per mile measured from the employer's main office or permanently established district office.

If the employee uses or rides in a vehicle not provided by the employer he/she will be reimbursed at the rate of thirty ($0.30) cents per mile, which shall include all expenses including fuel.

If the employer flies the employee to the jobsite, the employee will be reimbursed at the rate of five ($0.05) cents per mile.

Each worker performing work covered by the Agreement shall be reimbursed for the cost of meals and lodging actually expended and not to exceed forty-five dollars ($45.00) per day on all jobs located over one hundred twenty (120) miles from the main office or a permanently established district office of the Individual Employer. If the employer provides the lodging, the employee will be reimbursed at the rate of twenty dollars ($20.00) per day for meals only. This out of town expense will be paid only on the actual days that the employee is spending the night out of town.

23-102-1

1999-2002

# LABORERS' MASTER AGREEMENT

Between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

RECEIVED
Department of Industrial Relations
JAN 25 2000
Div. of Labor Statistics & Research
Chief's Office

and

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Affiliated with

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO

## LABORERS' MASTER AGREEMENT 1999-2002

THIS AGREEMENT, made and entered into this 5th day of May, 1999 and effective the 28th day of June, 1999, by and between THE ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as COLLECTIVE BARGAINING REPRESENTATIVE OF EMPLOYER, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as UNION, modifying, amending and changing the Agreement made and entered into the 17th day of May, 1951, as modified by the Agreements dated June 4, 1952; July 14, 1953; April 13, 1954; April 12, 1955; April 30, 1956; April 19, 1957; June 30, 1959; July 28, 1961; June 27, 1962; July 1, 1965; June 16, 1968; June 16, 1971; July 2, 1974; May 10, 1977; April 30, 1980; January 18, 1983; March 5, 1986; November 21, 1988; May 17, 1992 and June 14, 1996, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO.

## WITNESSETH:

### *Section 1 — General Provisions*

**A. Definitions**

(1) The term "Employer" shall refer to the Associated General Contractors of California, Inc.

(2) The term "Union" shall refer to the Northern California District Council of Laborers.

(3) This Agreement shall apply to any employee who performs work falling within the presently recognized jurisdiction of those Local Unions of the Laborers' International Union of North America affiliated with the Northern California District Council of Laborers; except that this Agreement shall not apply to superintendents, assistant superintendents, general foremen, civil engineers and their helpers, timekeepers, messenger persons, confidential employees and office help.

(4) This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

**B. Coverage and Description of Laborers' Work Covered by this Agreement.**

(1) This Agreement shall cover all work coming within the recognized jurisdiction of the Laborers' International Union of North America.

(2) Subject to the preceding paragraph and subject also to the provisions of Section 14 of this Agreement, it is agreed that Laborers' work shall include but not be limited to: All Laborers' work necessary to tend the carpenters and other building trades craftsmen, stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance, repair), all cleanup of debris, grounds and buildings, steam cleaning and all General Laborers' work. In accordance with Green Book Decision dated August 2, 1920 — December 11, 1924, the loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction shall be done by Laborers under the supervision of such person as the Employer may designate. The hoisting of rods shall be done by Laborers, except when a derrick or outrigger operated by other than hand power is used.

All Laborers' work in connection with excavation for building and all other construction, including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps. (This does not restrict the Laborers from performing other work.)

All Laborers' work in connection with concrete work, including chipping and grinding, sandblasting, mixing, handling, shoveling, conveying, pouring, concrete

(2) Infraction of either of the two rules set forth in (C) (1) above shall be cause for immediate dismissal of the Steward without any prior notice.

### Section 23 — Recognized Holidays

The following days are recognized as holidays: Every Saturday and Sunday in the year, except as otherwise provided herein: New Year's Day, President's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

Martin Luther King Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

### Section 24 — Gunite, Shot Crete, Panel Crete and Similar Type Work Including All Placing, Finishing and Patching of Shot Crete or Gunite

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for the gunite, shot crete, panel crete and similar type work including all placing, finishing and patching of shotcrete or gunite are set forth in Supplement No. 2 attached hereto and made a part hereof as if set out in full herein covering the territory in which the Agreement is to apply.

### Section 25 — Wrecking Work; Gardening, Horticultural and Landscaping Work

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for wrecking work are set forth in Supplement No. 3; for gardening, horticultural and landscaping work are set forth in Supplement No. 4. Each of the Supplements referred to herein is made a part hereof as if set forth in full herein.

### Section 26 — Liability of the Parties

It is mutually understood and agreed that neither the Employer, any Individual Employer, the Union nor any Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the Individual Employer, the Union or the Local Union, as the case may be.

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer or the Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

### Section 27 — Employees Not To Be Discharged For Recognizing Authorized Picket Lines

The parties to this Agreement recognize that it is vital to the unionized segment of the construction industry that the work opportunities of the employee and the Individual Employer signatory to this Agreement proceed without interruption because of disputes involving unions not signatory to an Agreement with the Employer.

No employee covered hereby may be discharged by any Individual Employer for refusing to cross a picket line established by a Local Union of the basic crafts.

### Section 28A — Health and Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, Training-Retraining/Apprenticeship Plan

In continuation of the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pension/Annuity Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California and the Laborers Training-Retraining/Apprenticeship Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, April 1, 1985, June 4, 1963, November 19, 1968 and December 31, 1975, respectively, as amended and modified, and the