STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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HOLIDAY PROVISION

FOR

CARPENTER

(Pile Driver)

IN

46 Northern California Counties

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

2000-2004

AGREEMENT

Between The Associated General Contractors of California, Inc. and Northern California Carpenters Regional Council.

THIS AGREEMENT, *entered into this first day of July, 2000 amending*, modifying, renewing and supplementing the agreement made and entered into February 1, 1997, and each and every prior Agreement, predecessor to this Agreement, entered into by and between the parties hereto, by and between THE ASSOCIATED GENERAL, CONTRACTORS OF CALIFORNIA, INC., a non-profit corporation and/or other employers becoming signatory hereto parties of the first part, hereinafter referred to as the CONTRACTORS, each acting for and *on* behalf of all of its respective members *and/or themselves*, and the *NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL for and on behalf of its affiliates*, parties of the second part, hereinafter referred to as the UNION provides:

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice uniform rates of pay, hours of employment and conditions of work for the employees represented by the UNION which are employed from time to time by the CONTRACTORS, and

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances which may arise between the parties hereto to the end that the CONTRACTORS may be assured of continuity of operations and the Employees represented by the UNION may be assured of continuity of employment;

NOW, *THEREFORE*, IT IS AGREED AS FOLLOWS:

SECTION I

WORK COVERED

A. **Area.** This Agreement shall cover all Heavy Construction work of the types hereinafter more specifically defined as within piledriving classification and located within the area of Northern California, which term is intended to mean that portion of the State of California above the Northern Boundary of Kern County; the Northern Boundary of San Luis Obispo County, and the Westerly Boundaries of Inyo and Mono Counties, consisting of the following forty-six (46) counties: Alameda, Alpine, Amador, Butte, Calaveras, Contra Costa, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mann, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San

amended from time to time pursuant to the terms thereof and further agrees to observe and be bound by the actions and determination of the Trustees of said Trust.

K. Piledrivers' Contract Administration Trust Fund

A trust fund entitled "The Piledrivers' Contract Administration Trust Fund" shall be created to provide for the costs of the Employer administering the provisions of Section X. The trust fund shall be administered solely by Trustees selected by the Employer in accordance with the trust agreement to be executed by the Employer. The contribution as described below shall commence with the month following notice by the Carpenters' Funds Administrative Office of Northern California, Inc., to the Individual Employer. The Union shall have the right, not more than one time per year, to independently audit the Trust Fund.

Each Individual Employer signatory hereto hereby adopts and agrees to be bound by the terms of that certain Trust Agreement creating the Piledrivers' Contract Administration Trust Fund and any amendments or modifications which may be made to said Trust Agreement pursuant to the terms thereof and further agrees to observe and be bound by the actions and determination of the Trustees of said Trust.

Effective July 1, 1995, each signatory employer shall contribute the sum of seven cents ($.07) per hour worked or paid for to the Piledrivers Contract Administration Trust Fund which is established for the purpose of administering the collective bargaining agreement through the grievance procedure or otherwise on behalf of all individual employers signatory to this Agreement.

At the discretion of the trustees of said Trust, contributions to the Contract Administration may be increased up to an additional two cents ($.02) per hour during the term of this Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees.

L. CONTRIBUTION TO "HOME" TRUST FUNDS

Each Individual Employer when working outside the geographic jurisdiction of the Union, shall make appropriate contributions outlined herein, to the various Trust Funds identified in this Agreement. However, should Trust Funds in other geographic jurisdictions in which the Individual Employer is performing work covered by this Agreement require payment for employees into that locations respective Trust Funds, the Individual Employer shall not be required to make contributions into both jurisdictions Trust Funds.

SECTION VIII

GENERAL PROVISIONS

A. **Holidays**: The following days shall be classed as holidays:
Saturdays, Sundays, New Year's, *Martin Luther King Day,* Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and the day following,

and Christmas Day. Holidays falling on Sunday shall be observed on the following Monday. Pay for work performed on the aforementioned days shall be at overtime rates.

Holidays found in the Piledriver Master Labor Agreement shall be the recognized holidays for all employees performing work covered by this Agreement.

B. **Tools and Toolhouse**: The Contractors herein agree to provide on every job where toolmen employees covered by this Agreement are employed, a tool house, equipped with adequate locking provisions and heating facilities for drying clothes. If an employee's working tools or gear are lost or destroyed by reason of the burning or sinking of Employer's floating equipment or tool house, or if the employee's equipment is burglarized while in the Employer's care as provided for in Paragraph B above, the Employer will replace all tools certified as lost up to a limit of $400.00 per man (it management is provided an inventory of tools submitted to the Employer on a form provided by Employer at time of employment). Within seven days from the date of a properly supported claim for loss of tools as provided herein, the Individual Employer shall acknowledge liability therefore or reject the claim.

All employees covered by this Agreement engaged as toolmen shall enter upon their duties with sharp tools; and if such tools are dulled within working hours, the Contractor shall either provide for the sharpening of such tools or permit the owner to sharpen it or them within working hours.

C. **Working Rules**: It is agreed that no working rule or practice of either Union or Employer will be claimed or asserted contrary to the terms and provisions of this Agreement.

D. **Safety**: Piledriving foremen shall be in charge of crews at all times; his duties on hoisting equipment shall consist of supervision, signaling and direction of the operation. The foreman in charge of a crew shall be charged with the responsibility for the safety of the members of his crew and with compliance with recognized safety rules and practices. No foreman shall work more than one shift in any calendar day. It is agreed that it is not the intent of this paragraph to limit or define the size of a crew. No Employer shall fail or neglect:

1. To provide and use safety devices and safeguards.

2. To adopt and use methods and processes reasonably adequate to render the place of employment safe.

3. To do every other thing reasonably necessary to protect the life and safety of employees.

The Union and all employees agree that they will cooperate with the Contractor and with each other in the carrying out of safety measures and practices for accident prevention,