

DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director – Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*P.O. Box 420603*

*San Francisco CA 94142-0603*



## HOLIDAY PROVISIONS

FOR

**WATER WELL DRILLER:**  
WATER WELL DRILLER,  
PUMP INSTALLER AND HELPER

IN

ALAMEDA, CALAVERAS, FRESNO, MADERA, MARIPOSA,  
MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO,  
SAN MATEO, SANTA CLARA, SANTA CRUZ, AND TOLUMNE  
COUNTIES

65-3-56

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of January, 1998, by and between MAGGIORA BROS. DRILLING, INC., ("Employer"), and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

### 01.00.00 COVERAGE

**01.01.00** The provisions of this Agreement shall cover all work of the Employer coming within the jurisdiction of the Union.

**01.02.00** *Prevailing Wage Public Works Projects.* Work performed pursuant to a contract awarded on the basis of bid specification providing for payment of wages and fringes on the project under the Federal Davis-Bacon Act or California Labor Code Section 1770, *et seq.* shall be subject to the wage rates, fringes, hours, overtime and working conditions of said bid specification. As wage rates vary from county to county, a master list of the latest prevailing wage rates available to the Employer shall be posted on the bulletin board.

**01.02.01** In the event that bid specifications or the Employer's project contract provide for the payment of wage rates exceeding those set forth in the Agreement, classifications covered by the Agreement shall receive such higher wage rate, but in no event shall Employees covered by this Agreement receive wage rates less than those provided in this Agreement. All subcontract work performed for the Employer on such projects will be subject to the same terms and working conditions.

**01.03.00** This Agreement shall cover all persons (excluding any office and clerical employees, managerial employees, guards, and supervisors as defined in the LMRA) employed by the Employer on work covered by this Agreement, such persons hereinafter being referred to as "Employees."

### 02.00.00 RECOGNITION

**02.01.00** The Employer recognizes the Union as the sole collective bargaining representative of all the Employees covered under the terms of this Agreement.

### 03.00.00 EMPLOYMENT

**03.01.00** In the hiring of Employees covered by this Agreement, and providing competency, efficiency, skill and ability are satisfactory (of which Employer shall be the sole judge), preference shall be given by Employer:

**03.01.01** To former Employees of the Employer who are available for rehire.

**03.01.02** To persons experienced in work similar to that for which job openings are available.

**03.02.00** If workmen cannot be obtained who meet the conditions set out in Section 03.01.01 and 03.01.02 above, the Employer and the Union shall cooperate in the recruitment of workmen who may be satisfactory to Employer.

**03.03.00** In observing the foregoing provisions of this Agreement, neither the Union nor the Employer shall discriminate in favor of or against any person because of membership or non-membership in the Union or any other labor organization.

**03.04.00** Employer will notify the Union five (5) days after employment of all new hires subject to this Agreement (written notification to San Jose Office). Employer will cause new hires to sign a Union supplied new applicant and dues information form.

### 03.05.00 Dues and Initiation Fees.

**03.05.01** The Employer agrees to deduct from the wages of such of its Employees as shall so request in writing, all dues, reinstatement and initiation fees hereafter becoming due from such Employee to the Union, and to transmit the money so deducted to the Union as hereafter provided. Any Employee desiring to have such deduction or deductions made shall sign a proper assignment form which is attached hereto and made a part hereof as Exhibit A, requesting such

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Department of Industrial Relations

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Div. of Labor Statistics & Research  
Chief's Office

Section shall not receive their paycheck until the regular payday in the week following the week that the proper time card is turned in.

**07.00.00 HOLIDAYS**

$$\frac{(8 \times 8) 12.70}{2080} = \frac{812.80}{2080} = 0.39$$

**07.01.00** The following holidays shall be paid for at eight (8) times the Employee's straight-time hourly rate: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. If a holiday occurs during an Employee's vacation, then the Employee shall receive an extra day's pay.

$$8 \times 8 = 64 \times 12.70$$

**07.02.00** The above holidays shall be paid only if the Employee:

**07.02.01** Has worked for the Employer for not less than thirty (30) calendar days and has worked at least one hundred (100) hours of the thirty (30) calendar day period preceding the holiday.

**07.02.02** An Employee must work or have been available for work on his regular scheduled workdays immediately preceding and following said holidays, unless an absence is due to the express permission of his Employer or due to a bona fide illness or injury accompanied by a doctor's certificate, or unless absent due to serious illness or death in the Employee's immediate family.

**07.03.00** If a specified holiday falls on a Sunday, it shall be observed the following Monday.

**07.04.00** Employees who are eligible for holiday pay who are required to work on the above-specified holidays shall receive one and one-half (1-1/2) times the regular straight-time rate of pay in addition to holiday pay. Employees not eligible for holiday pay who are required to work on the above-specified holidays shall receive two (2) times the regular straight-time rate of pay and be guaranteed a full day's work.

**07.05.00** No work shall be performed on Labor Day except for the protection of life and property, and then only by permission of the craft involved.

**08.00.00 MAINTENANCE OF HIGHER RATES**

**08.01.00** No Employee receiving a higher rate of pay shall suffer a reduction in wages or fringe benefits by reason of the execution of this Agreement.

**09.00.00 STEWARD**

**09.01.00** There may be a Job Steward who shall be designated by the Union. The Union will advise the Employer in writing of such appointment. In the event the Union deems it advisable, the Union may appoint additional Stewards.

**09.02.00** It shall be the duty of the Steward to report any violation of this Agreement to the Business Representative of the Union, but such Steward shall have no power to enforce the terms of this Agreement.

**09.03.00** The Employer shall immediately notify the Union in the event of termination of a Steward.

**10.00.00 HEALTH AND WELFARE**

**10.01.00** The Employer and the Union have established a Trust Fund for the purpose of providing for the benefit of Employees' and dependents' welfare payments for any or all of the following: life, accident, disability and sickness insurance, and medical and hospital expenses. Said Trust is administered by a Board of Trustees on which the Employers and the Employees are equally represented.

**10.01.01 Maintenance of Benefits.** In the event the cost of the aforementioned Health and Welfare Program increases during the life of this Agreement, the Employer agrees to increase the Health and Welfare contribution to the amount set aside by the Employees and the Union for increasing Health and Welfare payments under Section 05.02.01. If this amount is insufficient to maintain benefits, the Trust Fund may adjust the benefits as necessary.

**10.02.00 Health and Welfare.** The Employer shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern California at the rate of \$3.20 per hour an amount not to exceed the lesser of 170 hours or the actual hours worked per month for any single Employee.

1st year Health Holiday :  $\frac{(8 \times 8) 10.32}{2080} = 0.32$