

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

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



HOLIDAY PROVISION

FOR

ROOFER:

ROOFER, KETTLEMAN

HELPER

KETTLEMAN (2 KETTLES)

BITUMASTIC, ENAMELER, COAL TAR, PITCH AND
MASTIC WORKER

IN

SANTA CRUZ COUNTY

WORKING AGREEMENT

LOCAL UNION NO. 95

**United Union of Roofers, Waterproofers
and Allied Workers**

&

**ASSOCIATED ROOFING CONTRACTORS OF
THE BAY AREA COUNTIES, INC.**

August 1, 2006 to July 31, 2011

RECEIVED
Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

Section 3. Roofing contractors who are signatory to this Agreement may at their discretion participate in an alternative dispute resolution system pursuant to the provisions of California Labor Code Section 3201.5.

Article VII

Holidays

Section 1. The following are legal holidays recognized and observed within the area covered by this Agreement: New Year's Day, Presidents Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. If the observance of any of these legal holidays should fall on a Saturday, the immediately preceding Friday shall be treated as a holiday for purposes of this Agreement, and if any of these legal holidays falls on a Sunday, the Monday immediately following shall be treated as a holiday.

Section 2. No work shall be performed on holidays, except in cases of extreme emergency and then only with prior notification of the Union.

Article VIII

Legality

Section 1. It is not the intent of any party hereto to violate any laws, rulings or regulations of any governmental body having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations; nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts voided are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof, and attempt to resolve such illegality.

Article IX

Hiring and Referral System

Section 1. The Employer shall secure all employees required in the performance of the work covered by this Agreement through the Employment Office of the Local Union signatory to this Agreement. The Union agrees to dispatch employees within twenty-four (24) hours, if available. In the event that qualified employees are not dispatched by the Union within such time, the Employer may obtain his employees elsewhere. The Employer shall notify the Union of the name, address and social security number of any person or persons so employed, the date and classification of employment, and shall within seventy-two (72) hours obtain a referral slip for such employee(s).

Section 2. The Union shall maintain an open and non-discriminatory employment office for the use of employees desiring employment on work covered by this Agreement. Referral to employment shall fully comply with the provisions of Title 7 of the Civil Rights Act of 1964, the Presidential Executive Orders dealing with non-discriminatory employment practices and the California Fair Employment Practices requirements.

- (a) Applicants for employment shall register with the Union employment office in the manner required by such office.
- (b) Apprentices shall be listed separately and referred to employment in accordance with the rules and regulations of the Joint Apprenticeship Committee.
- (c) Applicants for employment shall be referred to Employers in the order in which they are registered in the classification requested, subject to the following conditions: