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# HOLIDAY PROVISION

# FOR

# **CARPENTER**

# **Building Construction**

# IN

# SAN DIEGO COUNTY

23-31-4

# 2003-2005
# COLLECTIVE BARGAINING AGREEMENT FOR BUILDING CONSTRUCTION

BETWEEN

ASSOCIATED GENERAL CONTRACTORS OF AMERICA,
SAN DIEGO CHAPTER

AND

SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

## SECTION 1
## PARTIES TO AGREEMENT

A. This Agreement is entered into this 1st day of January, 2003, between Associated General Contractors of America, San Diego Chapter, Inc., for an on behalf of its signatory contractor members, hereinafter referred to as Employer or Association, and the Southern California Conference of Carpenters and its affiliated Regional Council and Local Unions hereinafter referred to as the Union. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union recognize and agree that the Association is the administrative representative of the Employers, and the Association has no signatory status by the terms of this Agreement or otherwise. Employer means signatory contractor members of the Association.

B. It is the desire of the parties to establish rates of pay, hours of employment and working conditions which shall be applicable to these workers in the performance of the work of the Employer hereinafter defined in this Agreement.

C. The purpose of this Agreement is to ensure that all construction work performed by the Employers shall proceed continuously and without interruption, in an efficient and economic manner, to secure optimum productivity, and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppages, slowdowns, poor work practices and other interferences with the progress of the work.

## SECTION 2
## TERM, TERMINATION AND RENEWAL

A. This Agreement shall become effective on January 1, 2003, and shall remain in full force and effect through June 30, 2005, and from year to year thereafter, unless either party gives sixty (60) days written notice to the other party prior to June 30, 2005, or June 30th of any subsequent year, of its intention to amend, modify or terminate.

B. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new additional changes in conditions or benefits.

## SECTION 3
## AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California. It is agreed that any work on San Clemente Island shall be performed pursuant to the terms of the Master Engineering Contractors Labor Agreement between the Association and the Union.

B. No employee shall be required to work more than five (5) consecutive hours without a one-half (1/2) hour meal break. When employees are required to work over five (5) hours without being provided with a one half (1/2) hour uninterrupted meal period, they shall receive the appropriate overtime rate of pay.

C. All starting and quitting times shall be determined by the Employer.

## SECTION 22
## HOLIDAYS

The following days are recognized as Holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day (November 11)
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

If any of the above Holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid at the double time rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger.

## SECTION 23
## TRANSPORTATION

Employees shall travel to and from work on their own time and by means of their own transportation. The Employer shall not be responsible for toll expenses.

## SECTION 24
## PARKING

The Employer shall endeavor to provide or arrange for free parking for Employees within 350 yards of the project site. In the event such parking arrangements cannot be feasibly provided, the Employer must provide parking relief to its Employees in one or more of the following ways at the Employer's option:

1. Provide free shuttle service from an alternative designated parking area. The Employee shall be paid for the time traveling between the parking area and the job site.