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DEPARTMENT OF INDUSTRIAL RELATIONS
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HOLIDAY PROVISION

FOR

CARPENTER

Engineering Construction

IN

SAN DIEGO COUNTY

2001- 2002

MASTER ENGINEERING CONTRACTORS LABOR AGREEMENT

BY AND BETWEEN

ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER, INC.

AND

THE SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

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Prior to payment of wages the Employer may require the employee to sign a time card confirming the accuracy of said time card. A copy of the signed time card will be furnished to the employee. Should the Employer's pay day fall on a legal, recognized holiday, Employer may pay his employees on the next regularly scheduled work day, however, every reasonable effort will be made by the Employer to pay his employees prior to the Holiday.

B. Each individual Employer shall provide with each payroll check an itemized check stub showing separately each contribution and deduction made for the payroll period covered by the check or a separate statement showing the name and address of the individual Employer, with each payroll check showing separately vacation contribution and regular deductions, the rate of pay, straight time and overtime hours worked for the payroll period and ending date. There shall be no cash payment of any nature or kind whatsoever. Each check shall show the name of the Employee.

C. Upon layoff or discharge for any reason the employee shall be paid immediately in full. His pay status shall continue for each calendar day until pay is received (not to exceed thirty (30) calendar days and not more than eight (8) straight time hours pay shall be charged for any calendar day.)

SECTION 23

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.

B. 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.

23-31-4

MEMORANDUM OF UNDERSTANDING
ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER
and
SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

The 1998-2002 Master Engineering Agreement between the Associated General Contractors, San Diego Chapter and the Southern California Conference of Carpenters will be amended as follows:

1. Sec. 1 (A) Change **date**, delete **"AFL-CIO"** (make these changes where ever appropriate).

   (B) Change reference from **"District Councils"** to **"Regional Council"** (where ever it appears).

2. Sec. 2 Change **dates** to July 1, 2002 and July 1, 2006 (where ever appropriate).

3. Sec. 6 (B) Change incorrect references to Sections 16 and 30 to 15 and 29, respectively.

4. Sec. 7 (C) Change reference to "subsequent **anniversary** date" to "subsequent **expiration** date".

5. Sec. 8 (B) Amend Section as follows:

B. It is the determination of the Union, unilaterally arrived at, that the prevailing wages and fringe benefits established by this Labor Agreement can best be maintained by the Unions' unilaterally adopted policy of insuring uniform benefits for all the workers it represents in their work and territorial jurisdiction. To this end, the parties have agreed that in the event the Union shall negotiate different terms and conditions of employment for employees performing jobsite construction industry work in classifications similar to those set forth in this Agreement in San Diego County, the parties will be notified and such Agreement shall be made available to the signatories hereto. ~~The term or condition adopted by signators to this Agreement may be implemented by such Employer's on any or all projects for the duration of this Agreement. Prior to granting any Employer such more favorable term or condition, the Union shall give the association written notice of its intention to grant the more favorable term or condition. If the Union fails to give such notice, each Employer signatory to this Agreement can thereafter rescind this Agreement as it applies to each such Employer, or pursue a claim against the Union for money damages, through the grievance procedure provided below.~~ Term of the Agreement is not considered a more favorable condition which an Employer may pick or chose.

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6. Sec. 14 (D) Change reference to Section 28 to Section 29.

7. Sec. 20 (A) Change by deleting "voluntary" makeup day and replacing with "inclement weather/act beyond control" makeup:

A. WORKDAY/WORK WEEK Forty (40) hours worked from Monday through Friday shall constitute a week's work. Any work actually performed in excess of eight (8) hours in one day or forty (40) hours during any work week, and any work performed on a Saturday shall be payable at the rate of one and one-half (1 ½) times the employee's straight-time hourly rate; except that an employee who does not complete a full forty (40) hour week ~~for any reason~~ for **reasons beyond the control of the Employer, such as inclement weather, may voluntarily work a makeup shift (whole day only) on Saturday at the straight time rate of pay, with the approval of the Regional Council.**

8. Sec. 20 (D) Change as follows:

The Employer may, with notice to the Union, ~~and where a majority of the employees of the effected craft on the jobsite concur~~, establish a special straight time or multiple shift arrangement calling for four (4) ten hour days to run consecutively, except for inclement weather, major breakdown or suspension of the project in which an additional ten hour day (Friday or Saturday) may be utilized to complete the forty hour week.

9. Sec. 21 (G) Delete, provision is repeated in Sec. 31 (D)

10. Sec. 31 (A) Delete "AFL-CIO".

11. Sec. 31 (E) Increase **welder premium to $1.00** per hour.

12. Sec. 31 (G) Increase **foreman premium to $2.00** per hour.

13. Sec. 32 Increase wages as follows:

July 1, 2002	**$1.50**
July 1, 2003	**$1.55**
July 1, 2004	**$1.55**
July 1, 2005	**$1.55**

Increases to be allocated by Union.

Increase for July 1, 2002 will be allocated 15¢ increase in Health & Welfare, 6¢ to Vacation/Supplemental Dues and 4¢ to Apprenticeship.

14. Sec. 33 Delete entire Section.

15. Sec. 35 (A) Change Foreman premium to $2.00, change General Foreman differential to $2.00 over Foreman

16. Sec. 35 (B) Change welder premium to $1.00 per hour.

17. Sec. 35 (L) Same wage increase as Carpenters.

18. Sec. 36 (D) Increase welder premium to $1.00 per hour.

19. Sec. 36 (E) Increase Foreman premium to $2.00 per hour.

20. Sec. 36 (K) Same wage increase as Carpenters.

21. Sec. 37 (D) Change date to 2002, and increase amount as allocated by Southern Conference delegates

22. Sec. 38 (A) Change reference to "Building Trades" to "Regional Council".

23. Change Section 35 dealing with Millwrights and Section 36 dealing with Divers to reflect changes agreed to be the Millwright Employers and those employers who perform diving work. The San Diego AGC will review the changes prior to their inclusion in the Agreement.

ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER

Jim Ryan

Jim Ryan, Executive Director

SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

Gordon K Hubel

Gordon K. Hubel, Contract Administrator