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2003 CARPENTERS 2008

LABOR AGREEMENT

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA LOCAL UNION NOS. 971 34, 1789, 2035

NORTHERN NEVADA

Furnished By:
NEVADA CHAPTER
The Associated General Contractors of America, Inc.

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CARPENTER AGREEMENT

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PREAMBLE

THIS AGREEMENT, entered into on this First day of July, 2003 by and between the NEVADA CHAPTER OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, and on behalf of its members, hereinafter referred to as "Employer", and the Southwest Regional Council of Carpenters, and its affiliated local union 34, hereinafter referred to as "UNION".

SECTION I

RECOGNITION

The Employer has satisfied itself that the Union represents a majority of Employees performing work covered by this agreement and thereby recognizes the Union as the exclusive bargaining representative of all employees of the Employer hereinafter classified over whom the Union has jurisdiction.

The Union recognizes the Employer as the sole and exclusive bargaining Representative for their respective members who have authorized the Employer to represent them. A list of such authorizations has been furnished to the Union and the Employer agrees to immediately notify the Union when any authorizations have been canceled or new authorizations have been executed.

This Agreement shall bind each and every Employer who has authorized the Association to represent them with the same force and effect as if the Agreement were entered into by each Member individually. The Employer shall be and continue to remain liable under this Agreement for during the term irrespective of whether such members shall resign from the Association prior to the expiration date of this Agreement and such liability shall be deemed to have survived the termination of such membership and remain in force for and during the term of this Agreement.

It is the intention of the parties to create a collective bargaining agreement within the meaning of the National Labor Relations Act, as amended, and the unit covered by this Agreement is a voluntarily created multi-employer collective bargaining unit.

Notwithstanding any provision of the Master Labor Agreement or this Agreement, the individual employer agrees that upon a showing by the Union or any of its affiliates a majority of the individual employer's shop employees, if any, have designated the Union and/or any of its affiliates as their representative for collective bargaining purposes, the individual employer shall recognize the union and/or its affiliates as the collective bargaining representative of its shop employees and shall agree to negotiate all wages, hours, terms and conditions of employment appropriate for their shop. Proof of such majority representation shall be established by the submission of authorization cards to a neutral third person who shall compare the signatures with appropriate employer records. The individual employer shall fully cooperate in such review upon demand by the Union or any of its affiliates. This paragraph does not apply to Employers' storage warehouse or yards.

SECTION II

WORK JURISDICTION

A. This Agreement shall provide for the wages, fringe benefits and conditions of employment of all employees of the Employer within the recognized jurisdiction of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA in the State of Nevada, except Clark, Esmeralda, Lincoln and Nye Counties and the city of Wendover, Nevada.

B. The work covered under the terms and conditions of this Agreement shall apply to construction in the area above described, including all of the following:

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition or improvement in whole or in part of any building structure. All rigging of Carpenters', and Piledrivers' materials.

(2) All heavy, highway and engineering construction, including but not limited to the construction, improvement, modification and demolition of all or any part of the streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and draining systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwaters or rip rap stone or operations incidental to such heavy construction work and whether such work is above or below the water line level.

(3) The character of such work covered by this Agreement shall be all carpenter, drywall, metal stud, acoustical, and lathing work on such construction within the recognized jurisdiction of the UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, including but not limited to plastics and such work in connection with new methods of construction or use of materials innovated during the term of this Agreement. The union may request a work assignment in writing if it feels there is some danger of a jurisdictional dispute. When requested, an employer will furnish the Union signed letters on the letterhead of the individual employer, stating they have employed Carpenters on a specific type of work and paid the negotiated scale of wages on any and all jobs which the individual employer has performed with Carpenters.

C. There shall be no cessation or interference in any way with any work of the Employer or any individual employer by reason of Jurisdictional Disputes between the Union and any other union

The parties hereto agree that, where a jurisdictional problem develops involving Unions not signatory to this Agreement, the representatives of the Union involved will meet with the representatives of the Contractors to resolve the particular problem. Any resolution resulting from such aforementioned meeting between the Unions and the Contractors shall be put into effect immediately.

Jurisdictional disputes which cannot be resolved at the local level shall then be referred to the International Unions involved for determination, and the work shall proceed as assigned by the Contractor

until such determination by the International Union has been confirmed to the disputing Unions and the Contractors. The intent of the Section is to clarify that jurisdictional issues are not a contractual liability.

In the event the Employer becomes a signatory to the Impartial Jurisdictional Disputes Board or its successor plan or board, disputes as to jurisdiction of work claimed by other Unions than those affiliated with the United Brotherhood of Carpenters and Joiners of America shall be referred to and settled in accordance with the procedural rules and regulations of the Impartial Jurisdictional disputes Board or its successor. A decision rendered by said Impartial Jurisdictional Disputes Board or its successor in any given jurisdictional determination shall be implemented immediately by the Employer involved.

D. This Agreement shall apply to the Employer or his subcontractor on any job site operation.

E. Any materials fabricated by the employer or his cabinetry subcontractor at an offsite shop, located within the territorial jurisdiction of this agreement, shall be done under the terms and conditions of this agreement or a specialty shop agreement if applicable.

SECTION III

SUBCONTRACTING

A. Definition of a Subcontractor. A Subcontractor is defined as any person, other than an Employee covered by this Agreement, firm or corporation who agrees orally or in writing, to perform, or on behalf of, an individual Employer, any part or portion of the work covered by this Agreement.

On-Site Work. With respect to on-site work covered by this Agreement, that is, work done or to be done at the site of the construction, alteration, painting or repair of a building, structure or other work, the Employer agrees that at any particular jobsite all or part of the jobsite work shall be performed by Employees who are employed by the Employer and covered by this Agreement.

In the event some part of the on-site work at any jobsite is subcontracted, the wage rates, fringe benefit rates and other terms of this Agreement shall apply to any subcontractor under contract to, or working under contract with such Individual Employer on any on-site work covered by this Agreement within five (5) days of entering such subcontract, and prior to commencement of work by the subcontractor, and shall specify the name and address of the subcontractor. Notice at a pre-job conference shall be deemed written notice under this provision.

If thereafter the subcontractor becomes delinquent in the payment of any wages, Trust Fund contributions, fringe benefit payments, or is not in compliance with the manning provisions, the Union shall give prompt written notice of the delinquency or the non-compliance to the Employer and the subcontractor. The notice shall specify the names(s) and amount(s) if known, of the delinquency.

When the notice of delinquency is received, the Employer shall pay the amount of the subcontractor's delinquency which has occurred on the Employer's specific job.

If the Employer fails to give written notice as required in this Section he shall, until notice is given, assume liability for any violation of the terms and conditions of this Agreement at that particular jobsite or job yard.

This section may only be enforced by resort to the grievance and arbitration procedures of this Agreement, (Section XIII) and the Union may not strike nor picket to enforce the provisions of this section or to enforce any arbitration award arising out of the application or interpretation of this section except as said award may apply to primary obligations of an Individual Employer.

No work will be let by piece, contract or lump sum direct with Journeyman or apprentices for labor services and carpenter work. On all types of housing, carpenter work in connection with the construction of all wall and roof framing, the installation of sub-flooring, exterior sheathing, metal and wood sash and doors (except garage doors), all interior trim (excluding sink tops), shall be done by properly licensed contractors.

The Employer and his subcontractors shall refrain from the use of materials which will tend to cause discord or disturbance on the jobsite.

SECTION IV

WORK PRESERVATION COMMITTEE

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers. To implement the intent of this paragraph, the parties to the Agreement may establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Employers. This Committee may review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement.

A project agreement may be negotiated under unusual conditions subject to approval of the Southwest Regional Council of Carpenters and the Work Preservation Committee.

SECTION V

WAGE SCALES

A. No Employee receiving total compensation (i.e. wages and payments to trust funds for Vacation, Health & Welfare, Pensions and subsistence) under an existing agreement between an individual Union and any Employer shall suffer any reduction in such compensation by reasons of the execution of this Agreement.

	10/1/2002	7/1/2003	1/1/2004
Journeyman	$23.18	$24.08	$24.08
Savings	$ 2.82	$2.86	$2.86
Health & Ins.	$ 3.07	$3.07	$3.30
Pension	$ 2.63	$2.63	$2.36
Apprenticeship	$ 0.30	$0.36	$0.40
Carp/Cont/Comm.	$ 0.10	$0.10	$0.10
Industry Prom.	$ 0.10	$0.15	$0.15
Total	$32.20	$33.25	$33.25

Negotiated Increases:

July 1, 2004	$1.00 to be allocated by the union.
July 1, 2005	$0.90 to be allocated by the union.
July 1, 2006	$0.75 plus $0.50 maintenance of health benefits.
July 1, 2007	$0.75 plus $0.50 maintenance of health benefits.

Upon sixty days written notice to employers, the Union may reallocate a portion of wages to fringe benefits.

B. On all Federal, State and/or public works projects subject to Davis-Bacon or other prevailing wage statutes, the Union agrees to dispatch workers at the Davis-Bacon or other applicable pre-determined prevailing wage scale applicable to that area according to the regulations with the fringe benefit contributions for Savings, Health & Insurance, Pension, Apprenticeship, Carpenter/Contractor Cooperation Committee and Industry Promotion to remain as per this agreement and/or any successor agreement.

C. FOREMAN. The selection of an individual who will be the carpenter foreman is at the sole discretion of the employer. It is understood that a foreman shall be an employee employed under the terms of this Agreement and the dispatching and hiring provisions of Appendix "A" and shall receive the foreman's differential pay. Such foreman may work with the tools of the trade. Whenever there are seven (7) or more carpenter employees, one must be designated as the foreman. For this purpose a Foreman is described as a Journeyman who receives direction from a Superintendent or General Foreman to direct, supervise, or instruct any group or crew of carpenters, with the knowledge that he or she is responsible for a segment of the project. The hourly wage scale for foremen shall be 10% above the Journeyman rate they supervise.

D. APPRENTICES NOTE: The following percentages of journeyman carpenter wage rates and benefit schedules apply only to those apprentices indentured after July 1, 2003. Apprentices indentured prior to July 1, 2003 shall receive the following percentages of journeyman carpenter wage rates and their previous schedule of benefits. Employers may hire one apprentice for the first journeyman on the job and one apprentice for each three (3) journeymen thereafter.

Schedule of Periods	Percentage	Benefit Code
(1st year) (1st) 6 months (minimum 600 hours)	50%	*(1)
(1st year) (2nd) 6 months (minimum 600 hours)	60%	*(1)
(2nd year) (minimum 1200 hours)	70%	*(2)
(3rd year) (minimum 1200 hours)	80%	*(3)
(4th year) (minimum 1200 hours)	90%	*(3)

BENEFIT CODE SCHEDULE OF FRINGE BENEFITS FOR APPRENTICES

*(1) 1st year, (1st and 2nd, 6 months) – H&W, Vacation Savings ($1.00), Apprenticeship, Industry Advancement, Carpenters/Contractors Cooperation Committee

*(2) 2nd year – H&W, Full Vacation Savings, Apprenticeship, Industry Advancement, Carpenters/Contractors Cooperation Committee, Supplemental Dues.

*(3) 3rd & 4th year – All current fringe benefits.

E. CARPENTER PRE-APPRENTICE

1. There is established a classification of Pre-Apprentice.

2. The recruiting, hiring and dispatch of Pre-Apprentices shall be the responsibility of Union.

3. The Employer may employ one Pre-Apprentice for every (2) Apprentices dispatched under this agreement on a job by job basis.

4. Pre-Apprentices shall, upon accumulation of 300 hours of on the job training become eligible for entry into the Apprenticeship program.

5. Pre-Apprentices shall work under the supervision of the Carpenter Foreman and the work they perform will be incidental to work normally performed by Journeyman Carpenters and/or Apprentices. Pre-Apprentices will not be required to use power equipment.

6. Pre-Apprentices shall receive the following wages based on the Journeyman rate of pay:

   45% of Journeyman rate + Appr. $.40 +
   Vac/Supp. Dues $.34

7. It is understood, should an Employer participate in the hiring of Pre-Apprentices that after having earned in excess of 300 hours in the program, he or she will have health care benefits paid on his or her hours.

SECTION VI

CARPENTER SAVINGS PLAN, SUPPLEMENTAL DUES CHECK-OFF, HEALTH AND INSURANCE, PENSION PLAN, AND APPRENTICESHIP AND TRAINING, COOPERATION COMMITTEE AND INDUSTRY ADVANCEMENT

A. CARPENTER SAVINGS PLAN

Each Employer covered by this Agreement will contribute the sum of $2.86 per hour for each hour compensated to carpenters employed by such individual Employer under this agreement to the Carpenters Savings Trust Fund and will be subject to and entitled to the benefits of all the provisions of the Trust Agreement, in existence prior to June 1, 1968, or as amended, or as the Fund may be reorganized or merged, establishing that fund. For the purpose of administering the Savings Trust Fund as set forth herein, the individual employer by becoming a party to this Agreement does hereby designate the Employer trustees to act as his agent on all matters concerning the fund. It is expressly understood by the parties that the payment herein provided shall be considered as part of the employee's basic wage rates for the purpose of computing overtime and shall be paid accordingly. These amounts shall include supplemental dues.

B. SUPPLEMENTAL AND LOCAL UNION DUES CHECKOFF

Subject to the following conditions, the contractor agrees that each employee who gives written authorizations to the Board of Trustees of the Carpenters Vacation Savings Trust to pay to the Union from funds held by the Trustees on his behalf the sum of fifty-seven cents ($0.57) for each hour of his employment (hours worked, or paid) in each payroll period, as special supplemental dues and the sum required by local union dues owed by the employee to the Union.

The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incident to the accounting, administration and remittance to the Union of the supplemental dues and or local union dues payments shall be borne solely and entirely by the Union. This provision shall in no way affect the obligation of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

C. LOCAL UNION INITIATION FEES

The employer agrees to deduct regular initiation fees and dues upon receipt of a written authorization from any employee, subject however, to the provisions of any applicable State or Federal laws. The amount to be deducted shall be indicated on the authorization and in no case shall the amount deducted be more than the amount due the employee. The employer shall submit the deducted initiation fees monthly to the local union.

It is the intent and purpose of the parties to comply fully with all laws, rules and regulations applicable to the dues check-off provided by this Section. If any provision of this Section, or any procedure in the implementation or administration of this Section, is determined to violate any such law, rule or regulation, the parties will promptly enter into lawful negotiations to correct such violation.

The Union shall exonerate, reimburse and save harmless the Employer, each individual employer and the Bank or other depository designated pursuant to this Section, individually and collectively, against any and all liabilities and reasonable expenses arising out of the payment, receipt or distribution of the amounts listed in the Master Agreement for Working Dues.

D. HEALTH AND INSURANCE

Each individual employer covered by this Agreement will contribute the sum of $3.07 per hour for each hour compensated to carpenters employed by such individual employer under this Agreement to the Carpenter's Health and Insurance Trust Fund and will be subject to and entitled to the benefits of provisions of the Trust Agreement in existence prior to June 1, 1968, or as amended, or as the fund may be reorganized or merged, establishing that fund. For the purpose of administering the Health and Insurance Trust Fund mentioned herein the individual employer by becoming a party to this Agreement does hereby designate the Employer trustees to act as his agent in all matters concerning the fund. Health and Insurance can be increased by a maximum of twenty-five (25) cents per hour over the duration of the contract to maintain Health and Insurance benefits at the discretion of the Trustees of the Health and Insurance Trust Fund – with sixty (60) days notice to contractors.

E. PENSION PLAN

Each individual employer covered by this Agreement will contribute the sum of $2.63 per hour for each hour compensated to carpenters employed by such individual employer under this Agreement to the Carpenter's Pension Trust Fund, and will be subject to and entitled to the benefits of all the provisions of the Trust Agreement in existence prior to June 1, 1968, or as amended, or as the fund may be reorganized or merged, establishing that fund any amendments thereto.

F. APPRENTICESHIP

The Employer and the Union agree to establish and operate a joint apprenticeship and training committee for carpenters. The joint committee is to have complete control and direction of the on-the-job and related class training of all apprentices in the trade. To meet the cost of operation and administering of the joint apprenticeship program each individual employer covered by this Agreement will contribute the sum of thirty-six cents (.36) per hour compensated to carpenters employed by such individual employer under this Agreement. Such contributions shall be made to the "Carpenters Joint Apprentice and Training Committee Fund." Each employer shall employ at least one apprentice under conditions established under the rules and regulations of the joint apprenticeship.

G. CONTRACT ADMINISTRATION AND INDUSTRY ADVANCEMENT

The Union recognizes that the Association is required to expend certain sums to administer this agreement and to promote programs designed to improve the construction industry. Each individual

Employer covered by this Agreement will contribute the sum of fifteen (.15) cents per hour for each hour compensated to carpenters employed by such individual Employer under this Agreement to the Construction Industry Advancement Fund administered by the Nevada Chapter Associated General Contractors of America, Inc.

For the purpose of administering this fund, the Individual Employer, by becoming signatory to this Agreement, does hereby designate the employer trustees to act as his agent in all matters concerning the Fund. In the event an Individual Employer specifically excludes the provisions of subsection G under this Agreement he shall pay an additional contribution of fifteen cents (.15) to the joint apprenticeship program described under subsection F. The employers may review the status of the fund described in this subsection should any law be enacted which purports to change the method of appointing trustees or administering this fund, by serving notice upon the Union of a desire to review such status not more than sixty (60) days in advance of the initial meeting for such review.

H. CARPENTERS-CONTRACTORS COOPERATION COMMITTEE

The parties to this agreement have established the Carpenters-Contractors Cooperation Committee for the purpose of protecting, improving and advancing the interests and welfare of Contractors and employees working within the unionized segment of the Carpenters construction industry. Each signatory member of the Association and those individual Employers who are obligated to contribute under a collective bargaining agreement with the Union shall contribute during the term of this Agreement, the sum of ten cents ($.10) per hour compensated to carpenters employed under this Agreement to the Carpenters-Contractors Cooperation Committee. The Committee is a jointly established and administered Committee formed and created for the about stated purposes.

I. GENERAL PROVISIONS

In order to provide benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory employer agrees that he or it shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following the termination date of this agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory employer further agrees that the Union and/or any of said Trust Funds may enforce this obligation through the grievance and arbitration provisions of this Agreement and/or by action to collect such delinquent contributions filed in the United States District court for the district of Nevada.

Effective December 31, 2003, contributions to the existing Trust Funds will cease and commencing January 1, 2004, fringe benefit contributions will be made, except as provided below, pursuant to the revised provisions of Section VI.

In addition to the foregoing contributions, any signatory Employer who was signed to any agreement which required contributions to the Northern Nevada Carpenters Pension Fund prior to June 30, 2003, will also contribute an amount equivalent to $1.25 for every hour of contributions owed to the Carpenters Pension Trust for Southern California under Paragraph E above. This contribution will not be made on behalf of any individual but the $1.25 is to be used by the Trustees of the Northern Nevada Plan pursuant to the terms of the governing trust agreement for the express purpose of paying accrued benefits

and incidental administrative costs and expenses. No individual employee will accrue any additional benefits based on this payment. When another entity has fully assumed all liability from the Carpenters Pension Trust of Northern Nevada for all accrued, vested and or unfunded pension benefits and the plan is terminated or the Trustees make a determination that such contribution is no longer necessary, this payment will cease. At that time the Union may choose to reallocate $1.25 of the pension contribution (or some portion thereof) to wages and/or other benefits at the sole discretion of the Union with 60 days written notice to the Employer.

If an Employer makes the $1.25 contributions set forth above to the Northern Nevada Pension Plan as required, that Employer may deduct such payments from the amount required to be paid to the Carpenters Pension Trust for Southern California.

On or after July 1, 2004, should the Northern Nevada pension board of trustees determine that the $ 1.25 per hour contribution is insufficient to meet the fund's current liabilities, the parties to the collective bargaining agreement, upon 30 days written notice from the board of trustees, agree to meet for the sole purpose of discussing Northern Nevada pension contributions.

The payment to the Carpenters Health & Welfare Fund set forth above is $0.35 higher than that required of other participants in the Plan. This additional contribution is designed to compensate the Fund for the cost of providing immediate eligibility as of January 1, 2004, through April 30, 2004, for all Northern Nevada Plan Participants that were eligible as of December 31, 2003, and the opportunity to earn an hour bank for the full amount allowed by the Southern California health plan.

Contributions Payable to the Trust Funds from July 1, 2003 to December 31, 2003

Effective Date	7/1/03
Vacation/Supplemental Dues {Paragraph A)	$2.86
Health and Welfare (Paragraph D)	$3.07
Pension Plan (Paragraph E)	$2.63
Joint Apprenticeship and Training Fund (Paragraph F)	$0.36
Cooperation Committee {Paragraph H)	$0.10
Industry Advancement Fund (Paragraph G)	$0.15

The above contributions will be made by each Employer for each hour worked (or paid for) by all

employees employed under the terms of this Agreement.

The Union will have the right to allocate a portion of wages or future wage increases to any of the Funds designated above.

SECTION VI (A)

CARPENTERS VACATION/SAVINGS PLAN, SUPPLEMENTAL DUES, HEALTH AND WELFARE, PENSION, APPRENTICESHIP AND TRAINING, COOPERATION COMMITTEE AND INDUSTRY ADVANCEMENT

A. General Provisions

Beginning January 1, 2004, the Employer parties to this Agreement agree to comply with all the terms of the Agreements establishing: (1) the Carpenters Health & Welfare Trust for Southern California, dated February 8, 1955, as amended; (2) the Carpenters Pension Trust for Southern California, dated September 14, 1959, as amended; (3) the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, dated May 1, 1960, as amended; (4) the 12 County Carpenters Vacation Savings and Holiday Plan, dated April 1, 1962, as amended; (5) the Construction Industry Cooperation Committee, dated October 1, 1986, as amended; and (6) the Construction Industry Advancement Fund (for Northern Nevada), dated September 19, 1972, as amended; (hereafter collectively referred to as the "Carpenters Trust Funds") and any amendments, modifications, extensions and renewals of such Trust Agreements and By Laws.

Except as specifically excluded by this Agreement such Trust Agreements and By Laws are specifically incorporated by reference and made a part of this Agreement.

The Employer parties to this Agreement agree to pay the Carpenters Trust Funds the sums in the amounts and manner provided for in this Agreement and further agrees to be bound by the Trust Agreements, By-Laws and Rules and Procedures adopted by the Trustees and Directors of the Trust Funds and Committee referred to herein, and all amendments, modifications, extensions and renewals thereto.

The Employer parties to this Agreement agree that they do irrevocably designate and appoint the Employers mentioned in the Agreements establishing the various Carpenters Trust Funds along with representatives designated by the United General Contractors, Inc., as his attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Master Labor Agreement and Trust Agreements and By-Laws.

B. Vacation Savings and Holiday Plan

The parties have established a Joint Vacation Savings and Holiday Plan and Trust. Each Employer will make payments in the amounts designated in Attachment 1 to the Twelve (12) County Carpenters Vacation Savings and Holiday Plan. The contributions so made will be deemed to be, and will be treated as, subject to withholding tax and Social Security and Unemployment taxes, a part of the total compensation payable at the end of the individual Employers' payroll period during which such work is

performed or paid for, but the full per-hour payments will be transmitted to the Plan.

C. Supplemental Dues

Subject to the following conditions, the Employer agrees that he will, if he is furnished with his employees written authorization to do so, deduct the sum of two dollars and eighty-six cents ($2.86) per hour or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid as vacation benefits by Attachment No. 1 to this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing January 1, 2004 as Special Supplemental Dues. In implementing the foregoing the Carpenters Southern California Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies.

Said Supplemental Dues will be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the 12 County Carpenters Vacation Savings and Holiday Plan (Vacation Trust). All sums deducted by the Employers pursuant to the provision of this Article will, from the instant of their deduction, be considered dues if proper authorization will have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article will, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization will have been furnished, and will be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the bank will separate the funds transmitted into dues and vacation-holiday contributions, respectively, based on whether or not a proper dues deduction authorization has been filed. The bank will then deposit such sums in the account of either the Agent or the Vacation Trust. The Union will bear the entire responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues payment will be borne solely and entirely by the Union. This provision will not reduce the obligations of the Employer to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above will be irrevocable for a period of one (1) year from the date of the execution and will renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, will have revoked such authorization.

D. Health and Welfare

There has been established a Joint Health and Welfare Trust Agreement. Each Employer covered by this Agreement agrees to be bound by this Trust Agreement and will contribute the sum designated in Attachment 1 to the Carpenters Health and Welfare Trust for Southern California.

E. Pension Plan

There has been established a Joint Pension Trust Agreement. Each Employer covered by this Agreement agrees to be bound by this Trust Agreement and will contribute the sum designated in Attachment 1 to the Carpenters Pension Trust for Southern California.

F. Carpenter Joint Apprenticeship and Training Committee

There has been established a Joint Apprenticeship and Training Committee Trust Agreement. Each Employer covered by this Agreement agrees to be bound by this Trust Agreement and will contribute the sum designated in Attachment 1 to the Carpenters Joint Apprenticeship and Training Committee Trust for Southern California.

The Employers will appoint members to the local Carpenter Joint Apprenticeship Training Committee and participate in their activities.

G. Carpenters-Contractors Cooperation Committee

The parties to this Agreement have established the Carpenters-Contractors Cooperation Committee for the purposes of protecting, improving and advancing the interests and welfare of Employers and employees working within the unionized segment of the Carpenters' construction industry. Each signatory member of the Association and those individual Employers who are obligated to contribute under a collective bargaining agreement with the Union will contribute, during the term of this Agreement, the sum designated in Attachment 1 to the Carpenters-Contractors Cooperation Committee. The Committee is a jointly established and administered Committee formed and created for the above stated purposes and the individual Employer hereby adopts and agree to be bound by the terms of Bylaws establishing the Carpenters-Contractors Cooperation Committee dated October 1, 1986, and further agrees to observe and be bound by the actions and determinations of the Board of Directors of said Committee.

H. Contract Administration and Industry Advancement.

The Union recognizes that the Association is required to expend certain sums to administer this agreement and to promote programs designed to improve the construction industry. Each individual Employer covered by this Agreement will contribute the sum of fifteen (.15) cents per hour for each hour compensated to carpenters employed by such individual Employer under this Agreement to the Construction Industry Advancement Fund, administered by the Nevada Chapter Associated General Contractors of America, Inc.

For the purpose of administering this fund, the Individual Employer, by becoming signatory to this Agreement, does hereby designate the employer trustees to act as his agent in all matters concerning the Fund. In the event an Individual Employer specifically excludes the provisions of subsection H under this Agreement he will pay an additional contribution of fifteen cents (.15) to the joint apprenticeship program described under subsection F. The employers may review the status of the fund described in this subsection should any law be enacted which purports to change the method of appointing trustees or administering this fund, by serving notice upon the Union of a desire to review such status not more than sixty (60) days in advance of the initial meeting for such review.

ATTACHMENT 1

Contributions Payable to the Trust Funds

Effective Date	1/1/04
Vacation/Supplemental Dues {Paragraphs B and C)	$2.86
Health and Welfare (Paragraph D)	$3.30
Pension Plan (Paragraph E)	$2.36
Joint Apprenticeship and Training Fund (Paragraph F)	$0.40
Cooperation Committee {Paragraph G)	$0.10
Industry Advancement Fund (Paragraph H)	$0.15

The above contributions will be made by each Employer for each hour worked (or paid for) by all employees employed under the terms of this Agreement.

The Union will have the right to allocate a portion of wages or future wage increases to any of the Funds designated above.

TRUST FUND AUDIT

Each individual Employer, upon request of the Union, the Employer, or any Trust Fund specified in this Agreement, shall permit the Trust Fund Auditors to review any and all records relevant to the enforcement of the provisions of this Agreement and to enter upon the premises of such Employer during business hours at reasonable time or times to examine such books, records, papers or reports of such Employer as may be necessary to determine whether or not the Employer is making full payment of all sums required by this Agreement. Such review shall be permitted not less than five (5) working days after demand. If Employer cancels an audit appointment with appropriate two (2) hour notice to the auditor, the cost of such lost time by the auditor shall be borne by the Employer. The cost of the audit shall be borne by the individual Employer. The cost of the audit shall be borne by the individual Employer if a shortage disclosed by the audit exceeds $1,000.00

Trustees of the Trust Funds specified in this Agreement are authorized to determine the appropriate formula to be applied to compute appropriate Trust Fund contributions. The individual

Employer shall be required to comply with such Trust Fund formula and make payments to the Trust Fund immediately upon being advised of the amount due.

Any individual Employer who refuses audit entry shall pay all the legal fees and costs necessary for compliance of audit entry.

The Union has the right to withhold men from any individual Employer who refuses to make available relevant records necessary for the completion of the audit.

Information derived from the audit shall be confidential and used solely for the Enforcement of this Agreement.

SECTION VII

REMOTE AREA ZONE PAY FOR BUILDING CONSTRUCTION, HEAVY, HIGHWAY AND DAM CONSTRUCTION

A. AREA 1, ZONE PAY SCALE. All work falling within fifty (50) road miles of either the Carson City Courthouse or the Washoe County Courthouse shall be considered a free area for the purpose of this Agreement.

B. AREA 2, ZONE PAY SCALE. All work falling between fifty (50) and one hundred and fifty (150) road miles of either Carson City Courthouse or the Washoe County Courthouse shall be compensated at an additional $2.00 per hour.

C. AREA 3, ZONE PAY SCALE. All work falling between one hundred and fifty (150) and three hundred (300) road miles of the Washoe County Courthouse shall be computed at an additional $3.00 per hour.

D. AREA 4, ZONE PAY SCALE. Any work performed in excess of three hundred (300) road miles of the Washoe County Courthouse shall be computed at $4.00 per hour.

E. No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.

F. Workmen performing outside of the free zones shall receive the appropriate remote area allowance for not less than eight (8) hours per day. Remote area differential shall be considered part of the basic wage rate for the purpose of computing overtime hourly wage rates.

G. When the contractor furnishes daily transportation to the workmen from Reno or Carson City to and from the jobsite, no travel time, subsistence, or remote area shall be paid. The workmen will travel one way during regular working hours and one way outside of regular working hours.

H. It is expressly understood by the parties that payment herein provided as remote area pay shall be considered part of the employee's basic wage rates for the purpose of computing overtime.

SECTION VIII

HOURS OF WORK

A. Eight consecutive hours, exclusive of the meal period, shall constitute a day's work. The working hours shall be between the hours of 5:30 am and 5:00 pm, with thirty (30) minutes off for lunch. There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled by the Individual Employer so that the beginning or the ending, or some portion of such a meal period shall be at the mid-point of the regularly scheduled hours of work for each shift. If the Individual Employer requires the Employee to perform any work included previously in this Agreement through his scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time. Before starting such an earlier starting time, the Employer shall give notification of the deviation in starting time to the Local Union having jurisdiction not less than twenty-four (24) hours prior to the starting time of the deviation and shall contain the following information:

1. Address of job.
2. Starting deviation hour.
3. Starting date for deviation.
4. Reason for deviation
5. Approximate ending date of deviation.

Overtime rates shall not be paid for work performed before 5:30 am, Monday through Friday, on jobs where deviation in starting time was performed in compliance with the provisions of this Section. In the event an Employer fails to give proper notice to the Local Union of a deviation in starting time or fails to comply with the terms of this Section, the Employer shall be considered in violation of the Agreement and shall be required to pay proper overtime for all time worked prior to 8:00 A.M. Should daylight savings time be established by direction of any governing body, the parties may by mutual agreement establish a later starting time than that required by this Agreement.

B. The regular work week shall consist of five days, Monday through Friday. Any work performed over eight hours per day and on Saturdays shall be compensated at time and one-half the appropriate hourly rate. All work performed on Sundays, holidays and over 12 hours in one day shall be compensated at two times the appropriate hourly rate. In the event a days work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight hours provided the straight time hours worked in one week do not exceed 40 hours. In situations requiring special working hours, the Union and Employer may negotiate special hours and conditions for that job only.

The employer may, in zone 2, 3 and 4, after first notifying the Union, establish a work week consisting of 10 hours per day for four consecutive days at the straight time hourly rate between the hours of 5:00 a.m. and 6:30 p.m., Monday through Friday. The employer may work four ten hour shifts in zone1, only with the prior approval of the Union.

C. When a workman is required to work more than three (3) hours over his regular eight (8) hours, the employer agrees to provide lunch and the workman shall have sufficient time to eat the lunch without loss of time.

D. When so elected by the Contractor, multiple shifts may be worked for five (5) or more consecutive days, provided that the Union is notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. Men working on multiple shifts shall not be interchangeable with those working on a single shift basis In no event shall the regular working hours of different shifts overlap, not shall any interval between shifts exceed one (1) hour.

E. SHIFT WORK Shift work may be performed at the option of the Employer. However, when shift work is performed, it must continue for a period of not less that five consecutive work days. When two (2) shifts are employed, both shifts shall work eight (8) hours at the regular straight time rate, or a proportionate part thereof for the time worked. One two (2) shift operations, the first shift shall have a regular starting time not earlier than 5:00 a.m. and not later than 8:00 a.m., unless modified by mutual agreement of the Union and Employer. When three (3) shifts are employed for five (5) or more consecutive days, the first shift shall be eight (8) consecutive hours (exclusive of meal period). The first shift shall start at 8:00 a.m. The second shift shall be seven and one-half (7½) hours. The third shift shall be seven (7) hours. All shifts shall be compensated at eight (8) times the straight time hourly rate (exclusive of meal period). Shifts shall run consecutively for five (5) days or more. The Employer shall determine the crafts and number of men to be assigned to each of the shifts established.

F. (1) On a three (3) shift operation, commencing on Monday at the established starting time for day shift then in effect, the fifteenth (15th) or Friday graveyard shift ending on or before 8:00 a.m. Saturday morning will be considered Friday work.

(2). The Saturday graveyard shift ending on or before 8:00 a.m. Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on or before 8:00 a.m. Monday morning will be considered Sunday work.

G. The number of employees on the second and third shift on a multiple shift job shall not exceed the number of employees on the first shift. The foregoing may be modified by mutual agreement of the Union and the Employer.

SECTION IX

HOLIDAYS

The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a recognized holiday. If any of the above holidays should fall on a Saturday, the employee may take off the Friday prior as the holiday upon five days notice to the employer. No work shall be performed on Labor Day, except to preserve life and property.

SECTION X

SHOW-UP TIME

Any employee reporting to work at the regular starting time for whom no work is provided shall receive pay for two (2) hours at the regular hourly rate for so reporting unless he has been notified before the end of his last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more that four (4) hours are worked in any one (1) day, he shall receive not less than a full day's pay therefore, unless prevented from working for reasons beyond the control of the employer, including, but not limited by, such factors as inclement weather or a breakdown causing discontinuance of a major unit of the project, during which time employees are not required or requested to remain on the project by the employer or his agent. The employee will furnish the employer with his current address and telephone number, if any. The employer shall furnish the employee with the employer's current address and telephone number at the time of employment.

SECTION XI

PAYMENT OF WAGES

All wages must be paid on the job site weekly, no later than one-half hour before quitting time. Employer may not hold back more than one week's pay. Errors in paychecks must be filed in writing within ten (10) working days from payday.

When men are laid off or discharged, they must be paid in full at the time of such lay-off or discharge and if not, then pay shall accumulate for all time that such an employee is not paid on the basis of 8 hours straight times on a 7 days a week basis until payment is made. When employees are paid by check on other than a local bank, the employer shall make arrangements for a local bank to honor his checks. The employer will not require a lien waiver as a condition precedent to the receipt of a payroll check.

The individual employer shall show on the paycheck stubs the individual employer's name, business address, payroll week ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to the payroll period. For any employee voluntarily quitting, the employer may not withhold his check for a period longer than three (3) days unless the delay is caused by circumstances beyond the control of the employer. If any employer lays off men prior to payday, he must pay the men in full at the time of termination of employment. Any employee discharged or laid off in the afternoon shall receive pay until the regular quitting time of the shift.

All employees upon termination shall be allowed sufficient time to assemble their tools before leaving the job.

The employer agrees to furnish such payroll information as may be necessary as requested by the Local Union in order to determine whether there has been any violation of the wage, fringe benefits, or other condition of employment of this Agreement.

SECTION XII

STEWARDS AND BUSINESS REPRESENTATIVES

A business agent, special representative, or steward shall have access to the job during working hours for the purpose of checking the manner with which the terms of this Agreement are being complied with. He shall advise the individual employer or his representatives of his presence on the job and shall not stop or interfere with the work of any workman without the permission of the individual employer or his representative. No business agent, special representative, or steward shall be discriminated against for performing his duties under this Agreement.

The steward is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business representative, who shall immediately attempt to adjust the grievance or dispute with the employer or his representative.

The steward shall be a working employee selected by the Union who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of his steward's duties as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the steward a reasonable amount of time for the performance of his duties, including, in addition to his normal duties, obtaining information on safety and sanitation. The Union shall notify the Employer or his representative in writing of the appointment of the Steward. The Employer or his representative can lay-off or discharge the Steward for cause only, and the Employer shall notify the Union, of his intention to do so one (1) full working day prior to such layoff or discharge on projects within fifty (50) miles of the hiring hall, and give two (2) working days notice on projects located over fifty (50) miles form the hiring hall. The steward shall not be discharged or laid off for the performance of his Union duties.

SECTION XIII

GRIEVANCE PROCEDURE

Should a controversy, dispute or disagreement arise during the period of this Agreement over interpretations and operations of this Agreement, the difference may be adjusted in the following manner.

All complaints must be filed in writing within thirty (30) days after the matter in dispute or disagreement is alleged to have occurred.

Errors in paychecks must be filed in writing within ten (10) working days from payday.

Upon receipt of a written report setting forth in detail the nature of the specific issue in controversy a representative of the Union and a representative of the Employer shall attempt to reach a settlement of the dispute.

If a settlement is not reached within three (3) days, the matter shall be submitted to a Board of Adjustment, appointed as follows:

Two (2) members shall be appointed by the Employer involved, and two (2) members shall be appointed by the Union.

In the event a majority of these appointees do not agree upon a settlement of the dispute within three (3) days thereafter, they shall mutually select a neutral chairman, and these five (5) shall constitute a Board of Arbitration, and shall render a majority decision that shall be final, binding, and conclusive upon all parties concerned.

If within twenty-four (24) hours, the parties cannot agree on a neutral Chairman, such chairman shall be selected as follows:

The Federal Mediation and Conciliation Service shall be requested to submit the names of five (5) qualified arbitrators. Each party to the dispute, through their appointed representatives, shall have the right to reject two (2) of the names submitted and the remaining fifth person shall be selected as the neutral chairman within twenty-four (24) hours after submission of the names of such qualified arbitrators. The arbitrators list will be purged by the parties alternately striking names until one name is left.

The Union reserves the right to strike or take legal or economic action regarding any dispute concerning payment of wages, travel, or subsistence or contributions to any trust funds but may submit said issue or dispute to the grievance procedure or do both.

The provisions of Section III may not be enforced by strike action.

SECTION XIV

TOOLS

A. The individual Employer shall provide on each job site a secure place where his employees may keep their tools. The Employer shall give the employees reasonable time to pick up their tools each day before quitting time.

B. Carpenters and Apprentices shall furnish their own tools, but shall not furnish any cordless or battery powered tools, sawhorses, ladders, miter boxes, electric drills, power bits, power-operated machines, electric cords, power saws or automotive equipment to be used for the purpose of hauling or delivering the employer's materials or equipment. Each employee shall arrive on the job site with tools in a proper condition. If necessary, the employee shall be allowed a reasonable amount of time during the work week to sharpen his tools on the employer's time. If the Employer so chooses, he may send out employees' saws to be sharpened by a commercial saw sharpener.

C. If any individual employee's full box of working tools is lost by reason of fire, theft or forcible entry while in the individual Employer's care, the individual Employer shall reimburse the employee for such loss up to a maximum of five hundred dollars ($500.00) within five (5) working days from the date of claim for loss of tools as provided herein, the individual Employer shall acknowledge liability therefore

or reject the claim. To implement this section, the individual carpenter shall provide an exact written inventory of tools within five (5) days after starting the job. (See Attachment (a)

SECTION XV

WORKING CONDITIONS

A. Sanitary toilets, drinking water, and shelter will be furnished on all jobs in accordance with the applicable local and state health and sanitation laws. The Employer shall provide a shelter for the men to use at lunch time if no vehicle is available in the immediate locality of the project.

B. The Employer will carry adequate insurance for compensation of injured workmen and will comply with all laws with regard to safety rules. First aid kits must be provided and maintained on the job site.

C. Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wage rates specified in this Agreement. Any other method of paying employees shall be deemed a violation of this Agreement. Work performed under this Agreement shall be done by the employees of the Employer on an hourly basis subject to the subcontracting provisions of this Agreement and the Employer recognizes those Sections of the Constitution and laws of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA which prohibit its members from contracting for labor only. The contracting Employer agrees that all work covered by this Agreement shall be performed by carpenters and that such workmen shall be employees of the Employer or the subcontractor employed under the terms of this Agreement.

D. An employee who, as a result of an on-the-job industrial injury is unable to complete a full day's work shall be paid for the full day on which such injury occurred, provided, however, that such payment need not be paid where said injury does not require the attention of a physician who has certified to the employee's inability to complete the work on that day because of such injury. If the Employee is required to keep a doctor's appointment during working hours and such doctor's appointment is the direct result of an on-the-job industrial accident then his pay will continue for the time he is absent from the job for such doctor's office visit provided he furnishes satisfactory proof to the Employer.

E. Where any special protective clothing or safety equipment is required, such equipment or clothing shall be furnished by the Employer one time.

F. Employees shall not be discriminated against for failure to work behind a picket line sanctioned by the Carpenters Local Union having jurisdiction over the area in which the work is performed.

G. There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Carpenters using tools shall perform any of the work assigned. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

H. Employees shall be at their gang box or tool shed at the designated starting time and shall remain at their place of work until the designated quitting time. There shall be no organized coffee breaks. Employees will be permitted to bring a thermos of coffee and drink it at their work location provided the privilege is not abused.

I. On mine jobs or high rise jobs over six stories in height, if the parking area or job site layout requires extra time, the employee shall arrive at his place of work on his time and return to his vehicle on the company time.

J. No employee covered by this Agreement shall, as a condition of employment, be required to furnish job transportation for employer use, furnish transportation within the jobsite or between jobsites, or from yard to jobsite for transportation of Employees or tools or equipment or for any other purpose.

SECTION XVI

SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties 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 so found to be void and fully inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

SECTION XVII

PRE-JOB CONFERENCES

The parties agree to the use of pre-job conferences on projects over $3 million provided said pre-job conference is requested in writing by either party to this agreement.

SECTION XVIII

EFFECTIVE DATE AND TERMINATION

This agreement shall be effective as of July 1, 2003, and shall remain in full force and effect to and including June 30, 2008, and continue in full force and effect from year to year thereafter unless either party to the agreement shall give written notice to the other of a desire to change, modify, or terminate the Agreement not more than 90 days nor less than sixty (60) days prior to June 30, 2008, or June 30 of any succeeding year. Except as set forth above, the Employee and each individual Employer bound to this agreement waives any right to terminate, abrogate, repudiate, or cancel this agreement during its term, or during the terms of any future modifications, changes, amendments, supplements, extensions, or to file or process any petition before the National Labor Relations Board seeking such termination, abrogation, repudiation or cancellation.

The Union agrees that in the event that in 2008 or any succeeding year, either party should exercise its right under the first paragraph of this section, the Union will, for a period of 60 days prior to June 30 of any such year, bargain with the Employer with respect to all wage rates, working conditions and hours of employment for this work herein covered and the Employer agrees to bargain in the same manner. If no agreement in entered into between the parties by July 1, or any year in which such notice shall be given, then this Agreement thereupon shall cease and terminate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____day of July, 2003.

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS AND AFFILIATED LOCAL UNIONS TELEPHONE (775) 323-1409	NEVADA CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC. TELEPHONE (775) 329-6116
SIGNED BY:_____	SIGNED BY:_____
TITLE:_____	TITLE:_____

APPENDIX "A"

HIRING PROVISIONS

In the employment of workmen for all work covered by this Agreement in the territory described, the following provisions shall govern:

A. The Local Unions shall establish and maintain open and non-discriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement.

It is agreed by the Employer and the Union to fully comply with all the provisions of the Federal and State laws to the end that no person shall on the grounds of sex, race, color, national origin, or membership or non-membership in a labor union be excluded from participation in or be denied the benefits of or otherwise subjected to discrimination by not having full access to the terms of this Agreement.

B. The individual employer shall first call upon the Local Union having jurisdiction for such men as they may from time to time need and the respective Local Union shall furnish to the employer the required number of qualified and competent workmen of the classifications requested by the employer strictly in accordance with the provisions of this Section.

C. It shall be the responsibility of the Employer when ordering men to give the Local Union all of the pertinent information regarding the workmen's employment to enable the dispatch of the workmen required.

D. The Local Union will furnish in accordance with the request of the individual employer such qualified and competent workmen of the classifications needed from among those entered on the employment lists to the individual employer by use of a written referral in the following order of preference on a non- discriminatory basis, and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership policies or requirements. All applicants for referrals to jobs shall receive equal consideration for employment without regard to sex, race, creed, color or national origin, in conformity with the requirements of the Federal and state laws.

E. The selection of qualified, competent workmen and the order of preference on dispatching of such workmen shall be on the following basis:

(1) To qualify for referral as a journeyman, the applicants must submit evidence either of having satisfactorily completed the course in apprenticeship training conducted by or under the direction of the standards of the Bureau of Apprenticeship, United States Department of Labor, or he shall submit satisfactory written proof that he has at least four (4) years experience in the carpenter trade.

(2) The Union shall maintain a register of all applicants so qualified established on the basis of the groups listed below, each applicant being registered in the highest priority group for which he qualifies.

CARPENTERS LIST. Journeyman Carpenters, form builders, setter, layout, finish, insulators, framers and welders.

INTERIOR SYSTEMS LIST. Journeyman, Drywallers, metal framer, acoustic specialists, lathers, layout and welders.

F. The Employer may request by name any qualified workman whose name is on the out of work list.

G. The dispatcher at the Local Union in the first instance in accordance with the provisions of this section will determine whether a workman is qualified to register and into what group or list he shall be placed. This determination will normally be based upon information or papers which the workman or the employer supplies. If any doubt exists as to any material matter, the dispatcher may call or otherwise make a prompt investigation to get any facts required.

H. The Local Union shall post at the hiring hall of the Local Union all provisions, including the terms of this Agreement and any hiring hall procedures adopted by the Union not in conflict with the terms of this Agreement. Copies of such hiring hall procedures shall be posted in an area where notices to applicants for employment with the individual employers are customarily posted.

I. When ordering workmen, the individual Employer will give written notice to the Local Union, if possible, not later than 2:30 pm of the day prior (Monday through Friday) or in any event, not less than twelve (12) hours, if possible, before the required reporting time, and in the event that forty-eight (48) hours after such notice (Saturday, Sunday and recognized holidays excluded), the Local Union shall not furnish such workmen, the individual Employer may procure workmen from any other source or sources. If workmen are so employed, the individual Employer shall promptly report to the appropriate Local Union, each such workman by name.

(1) When requesting an apprentice from the Union and such apprentice is not called by name, then the Union shall dispatch an apprentice from the hiring list in the order that the apprentice has signed the list, regardless of the year of such apprentice's training. Nothing in this subsection shall change the existing practice of (for) hiring apprentices directly by the Employer or calling for an, apprentice by name from the Union's hiring list.

(2) Subject to the terms of this Section, the individual Employer retains the right to reject any workman referred by the Union for any reason, and the individual Employer may discharge an employee for any cause which he may deem sufficient, provided, however, in the hiring or discharging there shall not be any discrimination on the part of the Employer against any employee for activities in behalf of or representation of the Union not interfering with the proper performance of his duties. In the event the Employer does not hire the workman dispatched, the Employer shall pay such workman a minimum of four (4) hours show-up pay at the hourly rate and all fringe benefits for his classification.

J. Employers may list with the union office the names and social security numbers of employees not eligible for rehire for one year.

APPENDIX "B"

SPECIAL WORK RULES FOR PILEDRIVERS

A. The Employer and the Unions agree that the terms and conditions of the following shall apply in the State of Nevada, (except Clark, Esemeralda, Lincoln and Nye Counties) for all pile driver, diver and tender work as described in Pile Drivers, Bridge, Wharf and Dock Builders Local Union #34 Master Agreement between the Pile Drivers Union, by mutual agreement, may modify the crew size.

B. On required crew sizes, the Employer and the Pile Drivers Union, by mutual agreement, may modify the crew size.

D. The provisions of Section 2(B), Paragraph 1 of the Pile Drivers Local Union #34 Agreement with the Pile Drivers Contractors Association AGC of Northern California and the United Brotherhood of Carpenters and Joiners of America shall not apply in the State ofNevada unless a Court of competent jurisdiction determines that a union shop provision is lawful within the State of Nevada.

APPENDIX "C"

LIGHT COMMERCIAL CONSTRUCTION

ARTICLE I

COVERAGE

Section I. It is mutually agreed that the provision of Appendix C shall apply to light commercial new construction jobs including wood frame, concrete block, tilt-up and poured-in-place concrete construction not more than four (4) stories in height, such as, but not limited to, shopping centers, stores, office building, warehouses, and fast food establishments up to three million dollars ($3,000,000) including curb, gutter and sidewalk, but excluding hotel-motel gaming projects where a Nevada unlimited gambling license or live gambling will be in effect; and where the total cost of the project does not exceed three million dollars ($3 million). When disputed, contractor shall furnish evidence that total cost of the project is less than three million dollars ($3,000,000).

Section 2. Provisions of Appendix "C" shall not apply on public works projects covered by the Davis Bacon Act or other prevailing wage regulations, to any work covered by a maintenance agreement or to major retail store remodels.

ARTICLE II

FRINGE BENEFITS

Vacation Savings Plan, Health and insurance Plan, Pension Plan, Apprenticeship Training, Industry Advancement and Carpenters/Contractors Cooperation Committee. The Employer shall contribute to each of the Trust Funds as provided in the Master Labor Agreement in the amounts set forth unless modified in this Appendix C.

ARTICLE III
WAGES AND FRINGE BENEFITS

Section 1. The following wage rates and benefits for Appendix C shall be applicable during the term of this Agreement:

On light commercial projects, as defined above, the minimum hourly wage rate shall be eighty percent (80%) of the current journeyman carpenter rate plus two dollars ($2.00) diverted from the Vacation Savings established under the Master Labor Agreement.

	10/1/2002	7/1/03	1/1/04
Journeyman	$18.54	$21.26	$21.26
Savings	$2.82	$0.86	$0.86
Health & Insurance	$3.07	$3.07	$3.30
Pension	$2.63	$2.63	$2.36
Apprenticeship	$0.30	$0.36	$0.40
Carp-Cont/Com	$0.10	$0.10	$0.10
Industry Prom.	$0.10	$0.15	$0.15
Total	$27.56	$28.43	$28.43

Upon sixty days written notice to employers, union may reallocate a portion of wages to fringe benefits.

*Wage increase shall be 80% of Master Wage increase. Fringe benefits for this Appendix shall be same as Master Agreement with two dollars ($2.00) an hour diverted and added to the wage from the vacation savings.

When an employee is transferred between projects covered by this Appendix and projects covered by the Master Agreement, or vice versa, the employee must be re-dispatched at the appropriate wage rate.

APPRENTICE WAGE

Apprentices will be dispatched at the appropriate percent of wages for the light Commercial Journeyman rate with benefits as specified in Section VI of the Master Labor Agreement except as modified in *Appendix C.

* Vacation Saving contributions for apprentices shall be at the same rate as journeyman carpenters in accordance with "Appendix C" with the remainder of the vacation savings to be diverted and added to the wage.

Unless otherwise specified, all other provisions and/or conditions as set forth in the Master Labor Agreement shall apply.

ARTICLE IV

APPRENTICESHIP

There must be one journeyman on the job site before any apprentice can be hired, and the ratio may be two journeymen per apprentice.

ARTICLE V

PRE-APPRENTICES

Pre-Apprentices shall receive the following wages based on the Journeyman rate of pay: 45% of Journeyman rate, + $0.34 supplemental dues + $0.40 apprenticeship.

ARTICLE VI

GENERAL PROVISIONS

In the event the Employer does any other work other than the work as set forth in the Light Commercial Appendix C, the Employer agrees to pay the negotiated wages and fringe benefits covered under the Master Labor Agreement. The classification of Light Commercial carpenter shall not apply to any other work that is not covered within the scope of the Light Commercial Appendix.

Unless otherwise specified, all other provisions and/or conditions as set forth in the Master Labor Agreement shall apply.

APPENDIX "D"

SPECIAL PROVISIONS FOR RESIDENTIAL CONSTRUCTION

ARTICLE I

COVERAGE

Section 1. The following special provisions shall apply for all residential construction for the purpose of this Appendix "D" "Residential" shall be defined as follows:

"RESIDENTIAL" DEFINITION: All residential wood frame construction, not more than four (4) stories in height above the exterior grade, such as, but not limited to, single family dwellings, condominiums, townhouses, apartment houses and mobile home parks, up to one million dollars ($1.000.000). Hotels, motels and assisted living facilities are expressly excluded. When disputed, contractor shall furnish evidence that total cost of the project is less than one million dollars ($1,000,000).

Except as specifically set forth in this Appendix, each and every term and condition of the Master Labor Agreement shall apply to the Employer and Union. The Union reserves the right to enter into a specific housing agreement based on need and conditions deemed necessary with that individual employer.

Section 2. Should the Employer perform work coming under the craft jurisdiction of the United Brotherhood of Carpenters and Joiners of America, which is excluded under the foregoing provisions and over which prevailing agreements exist, the Employer agrees to pay the established rates and abide by the terms and conditions of any agreements applicable thereto.

When an employee is transferred between projects covered by this Appendix and projects covered by the Master Agreement, or vice versa, the employee must be re-dispatched at the appropriate wage rate.

APPENDIX "E"

DRUG ABUSE PREVENTION AND DETECTION

The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

(a) It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.

(b) The parties agree to allow employers to use, on a voluntary basis, the Avitar oral fluid test or an equivalent, or breath-scan test or an equivalent, approved by both parties as an effective low-cost tool for substance abuse screening for pre-hire, time of dispatch screening only. Testing procedures shall be conducted in a manner consistent with the manufacturers' specifications and shall utilize the ORAL screen OSR devise, in an effort to produce the most consistent and accurate results possible. Should the employer or owner written drug test policy require additional screening, such screening shall be done at the employers' expense.

(c) All applicants or newly hired employees will undergo a drug test at the direction of the Employer, but not later than five (5) days after commencement of work, at a facility agreed upon by the Employer and the Union. The cutoff levels for both the initial test and the confirmation test will be those established by the Federal Department of Health and Human Services. The facility where the sample is

tested will be approved by the Federal Department of Health and Human Services. The Employer agrees to pay each applicant or employee who takes and passes the drug test for all time it takes to undergo the drug test up to a maximum of one (1) hour travel time which includes lab time. If an employee fails the drug test and has time coming to him or her, the employer may withhold the cost of the drug test from the final check.

(d) Applicants not passing the drug test will not be placed on the Employer's payroll or receive any compensation including no show-up time compensation. Employees not passing the drug test will be removed from the Employers payroll. The Employer agrees to pay the cost for administering the drug test.

(e) The Employer may require that an employee be tested for drugs and alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one (1) of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttal presumption that the test result would have been positive for an unlawful substance.

(f) An Employer may require that an employee who contributed to an accident be tested for drugs and alcohol where the Employer has reasonable cause to believe that the accident resulted from drug usage.

(g) There will be no individual random drug testing by the signatory Employer.

(h) It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.

(i) A sufficient amount of a sample shall be taken to allow for an initial test and confirmation test. The initial test will be an Enzyme Multiplied Immunoassa Technique (EMIT). In the event a question or positive result arises from the initial test a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography – Mass Spectrometry (G C/M S). The cutoff levels for both the initial test and confirmation test will be those established by the Federal Department of Health and Human Services. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one (1) year. Collection and transportation of each sample must be done in accordance with the procedures mandated by the Federal Department of Health and Human Services.

(j) Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified, exists, he or she shall be reinstated.

(k) Any dispute which arises under this drug and alcohol policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.

(l) In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug and alcohol policy, the Employer will notify the interested Unions in writing prior to implementing such policy.

(m) The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

(n) The Employer shall indemnify and hold the Union harmless against any and all claims, demand, suits or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.

(o) The Employers will be allowed to conduct periodic jobsite drug testing on construction projects until completion of work under the following circumstances:

(1) The entire jobsite must be tested including all employees of the Employer.
(2) Prior to start of periodic jobsite testing the Employer will notify the Union in writing.
(3) Analysis shall be conducted by a Federal Department of Health and Human Services certified lab.

ATTACHMENT (a)
JOB SITE CHECK-IN TOOL LIST
BASIC TOOLS REQUIRED

CONCRETE FORMS	
	NAIL BAGS
	CLAW HAMMER
	CAT'S PAW
	TRI SQUARE OR SPEED SQUARE
	8 POINT HAND SAW
	25' TAPE MEASURE
	100' STEEL TAPE
	UTILITY KNIFE
	FLAT BAR / NAIL BAR
	PLIERS (SIDE CUTTERS)
	12" ADJUSTABLE WRENCH (CRESCENT WRENCH)
	24" LEVEL WITH FIXED LENSES & TUBES
	PLUMB BOB – 16 OZ.
	CHALK BOX
	PENCILS, WOOD CHISELS
DRYWALL – METAL STUDS	
	NAIL BAGS
	DRYWALL AX
	DRYWALL SAW (KEYHOLE SAW)
	UTILITY OR FIXED BLADE KNIFE
	CIRCLE CUTTER
	CHALK BOX
	TIN SNIPS OR AVIATION STRAIGHT CUT 10" SNIPS
	SIDE CUTTER PLIERS
	DRYWALL T-SQUARE
	PLUMB BOB – 16 OZ.
	CLAMPS
	VICE-GRIPS
	DRYWALL RASP
	PENCILS

(THESE ARE BASIC TOOLS ONLY; OTHER TOOLS WILL BE REQUIRED FOR DIFFERENT JOBS. UNDER NO CIRCUMSTANCES ARE ANY POWER OR CORDLESS TOOLS TO BE TAKEN ON ANY JOB BY ANY MEMBERS, AND ANYONE CAUGHT DOING SO WILL BE SUBJECT TO BEING FINED.)

_____ _____
Name Social Security #

_____ _____
Approved By Title

7/1/03