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7/1/2002-6/30/2006

SOUTHERN CALIFORNIA
MASTER LABOR AGREEMENT

between

UNITED GENERAL CONTRACTORS, INC.

2002-2006

and the

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
AND LOCAL UNIONS
IN THE TWELVE
SOUTHERN CALIFORNIA COUNTIES
AFFILIATED WITH THE
UNITED BROTHERHOOD
of
CARPENTERS and JOINERS of AMERICA

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2002-2006

MASTER LABOR AGREEMENT

between

UNITED GENERAL CONTRACTORS, INCORPORATED

AND

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

This Agreement is entered into this first day of July, 2002, by and between the United General Contractors, Inc. negotiating on behalf of its respective eligible members, hereinafter referred to as the CONTRACTORS, and the Regional Council and Local Unions in the Twelve (12) Southern California Counties affiliated with the Southern California Conference of Carpenters and the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

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 this Agreement hereby establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the United General Contractors, Inc. This Committee will 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.

ARTICLE I

General Provisions

101. Definitions:

101.1 The term Contractor or Employer, as used herein, shall refer to an Employer party to or bound by this Agreement.

101.2 The term Association, as used herein, shall refer to the United General Contractors, Inc. previously named and signatory to this Agreement negotiating on behalf of its eligible members.

101.3 The term Union, as used herein, shall refer to the Southwest Regional Council of Carpenters and Local Unions in the twelve Southern California Counties affiliated with the Southern California Conference of Carpenters and the United Brotherhood of Carpenters and Joiners of America and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and San Diego which have jurisdiction over the work in the territory covered by this Agreement.

101.4 The term Workman or Workmen, as used herein, shall refer to a person, or persons, in the labor market who are not employed.

101.5 The term Employee(s), as used herein, shall refer to the employed person, or persons, working in the craft jurisdiction covered by this Agreement.

101.6 All personal nouns and pronouns refer to the male and female gender.

102. Coverage:

102.1 This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this Paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereinafter in this Agreement in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, San Diego, and; in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Clemente Island, San Miguel Island, Santa Barbara Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

102.2 This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become eligible members of the Association and who have individually signed this Agreement.

102.3 In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any legally sufficient degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work on that job or project.

102.3.1 All charges of violations of Paragraph 102.3 of this Article, shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article VI of this Agreement. As a remedy for violations of this paragraph the arbitrator (or arbitration body) provided for in Article VI is empowered at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union for violations of this paragraph; nor does it make the same or other remedies unavailable to the Union for violation of this paragraph; nor does it make the same or other remedies unavailable to the Union for violations of other paragraphs of this Agreement.

102.3.2 If, as a result of violations of Paragraph 102.3, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection 102.3.1 above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants and attorneys fees incurred by the Union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

102.3.3 If this paragraph 102.3, etc., is declared to be unlawful by the National Labor Relations Board or the courts, the parties will negotiate similar language that will give the Unions equivalent protection.

102.4 This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering

existing and other Agreements.

102.5 This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union signatory to this Agreement.

102.5.1 This Agreement shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work.

102.5.2 Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to the rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

102.5.3 The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

102.6 The Contractor shall construct all wood panel forms and framed walls to be used on the jobsite for a specific project and such work shall be performed only by carpenters under the terms of this Agreement.

102.6.1 The Contractor may subcontract such work on wood panel forms or framed walls in accordance with the terms of this Agreement; provided that such work by a subcontractor shall be performed by Carpenters under the terms of this Agreement. A Contractor, party to this Agreement may construct such wood panel forms or framed walls away from the jobsite, and in that event, such work shall be performed under the terms of this Agreement only by Carpenters that are employees of the Contractor.

102.6.2 Any wood panel forms that are constructed by the Carpenters under the provisions of Article I of this Agreement may be reused on any jobsite by any Contractor.

102.6.3 Any modifications of wood panel forms shall be performed only under the provisions of Article I of this Agreement.

102.6.4 The provisions of Article I of this Agreement shall not apply to the manufacturing of identifiable standard manufactured commercial brand name forms such as UNIVERSAL, SYMONDS or similar type forms. Carpenters shall assemble and install such forms on the jobsite.

.102.7.1 This Agreement shall cover all work in connection with Hico and similar type beams including, but not limited to the unloading, carrying, spotting and stacking the initial delivery, the installation, and stripping and removing of Hico shores.

102.7.2 This Agreement shall cover all work in connection with Plywood Decking including, but not limited to, the carrying, stacking, installation and removal.

102.7.3 This Agreement shall cover all work in connection with Beam Sides and Beam Soffits, including, but not limited to the cutting, setting, removal, relocation and stacking of Beam Sides and Soffits, bracing and pads.

102.7.4 This Agreement shall cover all concrete form work, including, but not limited to, the fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms and the operation of the fork lift, Leod, Pettibone or mobile equipment to perform all of the above work.

102.7.5 This Agreement shall cover all work in connection with precast, prestressed concrete stone or fabricated units, including, but not limited to, lightweight precast, GFRC, Stone Panels (excluding solid Marble and Granite), Dryvit or any other system of panels that is attached to the interior or exterior of any building or structure. Any pre-fabricated concrete stone or imitation stone included as part of the exterior wall system. Any prestressed or precast structural framing members, columns, lintels, and beams and metal studs in reference to all the above work.

102.7.6 This Agreement shall cover all work in connection with tilt-up slabs, including, but not limited to, benchmarks, lay out, setting of all forms, block outs, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused) rigging, setting, plumbing, and lining, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the fork lift to perform all of the above work.

102.7.7 This Agreement shall cover all work in connection with the hoisting of materials which are to be used by the Carpenters including but not limited to the rigging, guiding and handling.

102.7.8 This Agreement shall cover all work in connection with self supporting scaffolds or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling, and the operation of all equipment, including lifts and other mobile

equipment used in connection with this work. Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the Carpenters.

102.7.9 This Agreement shall cover all work in connection with office modular furniture systems including, but not limited to the unloading by any means, stockpiling, distribution to point of erection, carrying, handling, transportation, uncrating, installation, cleaning, and/or staging of all office, commercial industrial, institutional, and hotel furniture, furniture systems, furnishings, etc., including (but not limited to) all component parts (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

102.8 This Agreement shall cover asbestos abatement and other work involving the removal of hazardous materials. Such work shall be performed pursuant to the Southern California Carpenters Asbestos Abatement Agreement. In the event this work is subcontracted by the Contractor, Article V shall not apply but the Contractor agrees to utilize his best efforts to insure that the work is done by a contractor signatory to an agreement with the Union, provided suitable and competitive signatory contractors are available.

102.9. This Agreement shall cover tile, terrazzo and marble work, including all handling, setting, placing, finishing and clean up associated with such work as more fully described in the Southern California Conference of Carpenters Tile, Terrazzo and Marble Agreements. Such work shall be performed pursuant to the Tile, Terrazzo and Marble Agreements. In the event this work is subcontracted Article V shall not apply but the Contractor agrees to utilize his best efforts to insure that the work is done by a contractor signatory to an agreement with the Union, provided suitable and competitive signatory contractors are available.

103. Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturers guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

104. The Carpenters claim installation of metal studs, metal frames, shingles, roofing, and plastics used in the performance of carpentry work, operation of the Pettibone and forklift incidental to carpentry work and the use of survey instruments, either optical or electronic. Carpenters assigned to using survey instruments shall receive not less than the rate of pay for his regular classification.

104.1 The Carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipe lines and all open cut and cover construction projects. The Carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether

intermittently or regularly and installation and removal of timber decking.

105. Drywall work, which is covered in this Agreement and is considered as bargaining unit work, shall be performed under all the terms and conditions of the Drywall/Lathing Master Agreement between the Southern California Conference of Carpenters and the Western Wall and Ceiling Contractors Association or any other Association. Provided, however, that a Contractor may perform minor and incidental drywall work under the terms and conditions of this Agreement. As of July 1, 2002, the Contractor or his Drywall subcontractor will pay fringe benefits to the Carpenters Trust Funds detailed in this Agreement and, additionally, to any other Drywall Trust Funds that may be negotiated. Notwithstanding any other terms of this Agreement, this paragraph will be subject to the Grievance Procedure detailed in Article VI.

105.1 This Agreement covers all Drywall work including, but not limited to: The installation, carrying, transportation, handling, stocking, scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceiling materials, regardless of method or manner of installation.

105.1.1 All work in connection with the installation, erection and/or application, carrying, transportation, handling, stocking and scrapping of all materials and component parts of wall and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking resilient channels, furring channels, doors and windows, including frames, casing, molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finished systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fire proofing of chase, sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.

105.1.2 No limitation shall be placed on the work covered by this Section by reason of the surface or texture or purpose for which the materials described herein are used, designed or intended.

105.1.3 It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, ceiling heat panels, backing boards, plastic or acoustical materials or any material attached to the above described light iron construction is specifically included in the work covered by this Section.

105.1.4 The installation, erection and construction to include the work of fabrication of

all materials to receive a plaster finish, to also include the completing of all light iron construction, furring, making and erecting of brackets, clips and hangers; metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

105.1.5 All carrying bars, purlins and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.

105.1.6 The nailing, tying, cutting, welding and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

105.1.7 The placing, handling, moving and erection of all materials which fall within the description of work set forth in this Section. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds other than patented scaffolding.

106. All work performed in the Contractors warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

107. Fence building work, which is covered in this Article, shall be performed under all of the terms and conditions of the Fence Building Agreement between the Contractors and the Southern California Conference of Carpenters.

108. Insulation installation work, which is covered in this Article, shall be performed under all of the terms and conditions of the Insulation Agreement between the Contractors and the Southern California Conference of Carpenters. (See Appendix C to this Agreement). Also covered is the installation of firestop materials and all related work. Such work may be performed pursuant to the Firestop Agreement. Article V, Section 503 shall not apply to firestop work.

109. Lathers work, which is covered in this Article, shall be performed under all of the terms and conditions of the Drywall/Lathing Master Agreement between the Western Wall and Ceiling Contractors Association or any other Association and the Southern California Conference of Carpenters.

110. All layout work traditionally performed by Carpenters, including layout for work to be performed by the carpenter trades, shall be performed by Carpenters covered by this Agreement.

111. The work covered by this Agreement shall include the installation of premanufactured expansion joints and seismic joints, which work shall be covered by this Agreement and performed by Carpenters. Article V, Section 503 shall not apply to such work.

112. The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern, in all its branches and phases, such as nailing, filling, laying striping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and all maintenance and related work. Computer floors, and/or raised access floors in all its branches and phases, such as material handling, layout, fabrication, maintenance, installation, cutting, fitting, and fastening of all materials and components, such as pedestal stanchions, stringer systems, seismic bracing, Unistrut systems, x-ray supports, light supports, cable vault supports, racks, shelving, ceiling grids, clean room wall framing, ceiling supports, utility screen supports, unistrut metal framing systems of all lightweight standardized components which can be bolted together to form roofs, decks and special structural elements of varying modular configurations and all other necessary structural support assemblies. Installation of ramps, steps, fascia assemblies, plenum dividers, air grills, cable cut-outs, ledge extrusion, hand rail assemblies, cove base at perimeter walls, lamination of coverings onto floor panels, and any other operation relative to computer floor installations.

113. The Trustees of the Trust Fund shall furnish the Contractor Association and the Union and all contributing Employers, upon subscription, with a list of delinquent Contractors each month. The Contractor agrees he will not subcontract any portion of his job to any subcontractor whose name appears on the delinquent list until such subcontractor has paid all delinquent monies to the various Trust Funds. In the event the Contractor subcontracts to any such delinquent subcontractor, in violation of the foregoing, the Contractor shall remove such subcontractor from the job immediately, unless such delinquent subcontractor immediately makes full payment for all delinquencies to the Trusts.

114. The Contractor shall be financially responsible for all fringe benefits owedto any funds established by this Agreement by him or by his subcontractor or the subcontractor of his subcontractor for work performed on the Contractors job or project in accordance with the requirements set forth below.

115. The Trust Office shall notify the Contractor of any delinquency of any subcontractor within ninety (90) days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of a subcontractor for more than ninety (90) days prior to the date the Trust Office notice is sent to the Contractor.

115.1 Where a Contractor contracts with a listed delinquent subcontractor or subcontractors, the Contractor may terminate the subcontract of such delinquent subcontractor, or subcontractors. The Contractor shall become financially responsible for the liability on that job from the commencement of the work under the subcontract to the date of termination of that subcontract.

115.2 Where the General Contractor fails or refuses to make any payments required under the above provisions, and the Trust has established the delinquent amount, the Union shall have the right to withhold service from any or all jobs of such General Contractor.

115.2.1 Where there is no General Contractor on the jobsite, the right to withhold service by the Union shall apply to the project as a whole.

117. The Trust Office shall send delinquency notices to Contractors whose contributions are not paid as required. The Trust Office shall notify the Union of those Contractors who fail to pay within five (5) days of such notice and the Union shall within forty-eight (48) hours after receipt of such notice withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the Trustees for payment.

117.1 The Trust Office shall issue delinquency notices and clearances to Contractors confirmed in writing.

118. All carpenter employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine and copy the Contractors time cards, Federal W-2 Forms, 1099 and 1096 Forms, Quarterly State Tax Returns and cash disbursement ledger or all canceled checks. In addition, the Trustees shall have authority to examine specific canceled checks and/or invoices in connection with individual items. If a Contractor refuses to furnish the foregoing the Union may take economic action.

118.1 Each individual Contractor found to be delinquent may be required to pay all legal fees, court costs, and auditing costs in connection with such delinquency. Liquidated damages in the amount of twenty-five dollars ($25.00) or ten percent (10%) of the amount due, whichever is greater, may also be assessed.

118.2 For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Fund as determined by the Trustees, shall consist of the following.

118.2.1 Failure to submit trust report forms.

118.2.2 Failure to report on all employees.

118.2.3 Failure to make the payments as required on time.

118.2.4 Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.

118.2.5 Failure of bank to honor checks submitted.

ARTICLE II

Union Recognition

201. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following class of employees: Executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger

boys, office workers or any employees of the Contractors above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman.

202. The Union recognizes the United General Contractors, Inc. as the sole and exclusive bargaining representatives for its respective eligible members, present and future, who are or who become bound by this Agreement and agree that during the term of this Agreement they will not negotiate or enter into any agreement with such individual members of the Association relative to part or all of the subject matter covered by this Agreement. Employer members of the aforementioned Association bound to this Agreement and individual Employers bound to this Agreement shall thereby become a member of the multi-employer collective bargaining unit established by this Agreement.

203. This Agreement shall be binding upon each and every eligible member of the United General Contractors, Inc. who individually affixes his signature hereto. All such eligible members shall remain liable under this Agreement for the term of the Agreement irrespective of whether they shall resign or be suspended from the Association prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement. Such former or suspended member shall be bound by any renewals, modifications or extensions of this Agreement, unless he gives the Association and the Union at least sixty (60) days written notice prior to June 15, 2006 or sixty (60) days prior to the termination date of any renewed, modified or extended Agreement, of his intention not to be bound by any new, extended or renewed Agreement. The Association will advise the Union of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

204. In the employment of workmen for all work covered by this Agreement, except for Piledrivers, when performing Piledriver classification work on piledriving rigs, docks or wharves, offshore oil rigs or diving and tending work, and Millwrights performing Millwright classification work, in the territory above described, the following provisions subject to the conditions of Article II, Paragraph 201 of this Agreement will govern. The hiring of Piledrivers for the aforementioned work will be governed by the hiring provisions of Appendix A to this Agreement. The hiring of Millwrights for all
millwright work will be governed by the hiring provisions of Appendix B to this Agreement.

204.1 The Regional Council will establish and maintain open and nondiscriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement.

204.2 The Contractors will call upon the appropriate Regional having work and area jurisdiction for such men as they may from time to time need and the Council will furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications as requested by the Contractors. The Contractor may not put an employee to work without a referral from the appropriate Hiring Hall.

204.3 It will be the responsibility of the Contractors, when ordering men, to give the ~~appropriate~~ Council all of the pertinent information regarding the workmans employment,

including any special requests or qualifications.

204.4 All referrals from the Regional Council must be in writing, on a standard form to be provided by the Southern California Conference of Carpenters. The written referral will contain the name of the Contractor, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates. The Council will dispatch in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists in the following order of preference.

204.4.1 Workmen specifically requested by name and whose names are entered on the out of work list.

204.4.2 Workmen who, within the five (5) years immediately before the Contractors order for men, have performed work covered by this Agreement in the geographic area of the Agreement, as defined in Article I, Paragraph 102 of this Agreement, in response to any special request of the Contractor, provided such workmen are available for employment.

204.4.3 Workmen whose names are entered on said list and who are available for employment, in numerical order.

204.5 With respect to the operation of the Hiring Hall described in this Article 204, any Workman registered on any Carpenters Hiring Hall employment list maintained pursuant to this Article will have his name stricken therefrom in the event he performs work within the recognized craft jurisdiction of the Union for any Employer or as an Employer (in either case without regard to whether the Employer is bound to this Agreement) in the area covered by the Master Labor Agreement other than pursuant to a proper Work Referral as described above.

204.6 All workmen must obtain a referral from the Carpenters Hiring Hall prior to going to work. Failure to obtain a work referral will be grounds for removing an employee from the project and denying such employee a subsequent work referral to that project. Responsibility for obtaining a work referral lies with both the Contractor and the Workmen.

204.7 Workmen who are residents of the Twelve Southern California Counties and whose names appear on the Hiring Hall lists will be free to solicit work from any signatory Contractor.

204.8 Contractors will be required to provide to the Union on a monthly basis a list of all employees on their payroll, along with social security numbers and the jobsite where the individual is employed. Failure to provide such a list will be grounds for declining to refer workmen by name to that Contractor in addition to any other remedies available to the Union. If the Union elects to refuse to refer workmen by name to a Contractor, the Contractor will be required to obtain workmen pursuant to Sections 204.4.3 exclusively. Violation of this provision will be grounds for a grievance for which an arbitrator may assess appropriate damages. The parties agree that if a grievance is filed alleging a violation of this Section 204.8, that it will be heard and decided under the terms of the Grievance and Arbitration procedures within five (5) working days of being filed and that the arbitrator will issue a bench

decision in all such cases.

205. When ordering workmen of the skills required, the Contractor will give notice to the ~~appropriate~~ Council not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17 1/2) hours before the required reporting time, and in the event that forty-eight (48) hours after such notice the Council shall not furnish such employees, the Contractor may procure employees from any other source. If men are so employed, the Contractor shall immediately report each such employee by name to the Regional Council.

205.1 No employee or applicant for employment will be required as a condition of employment or continued employment to take any test or sign a waiver of lien.

205.2 Any dispute involving these Hiring Hall provisions, or involving the operation or practice of these Hiring Hall provisions, including any claim by an individual that they were in any manner harmed by the operation of the Hiring Hall, or by the negligent or intentional conduct of any individual in connection with the operation of the Hiring Hall, shall be resolved exclusively through the grievance and arbitration procedures established by the Independent Contractors Grievance and Arbitration Trust under Article VI of this Agreement.

206. Employees employed by one (1) or more of the Contractors for a period of eight (8) days, continuously or accumulatively, shall be or become after the eight (8) day period, or eight (8) days after the effective date of this Agreement, whichever is later, members of the Union and shall remain members of the Union as a condition of continued employment. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to the Union.

206.1 The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employees nonpayment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith.

207. Subject to the foregoing, Contractors shall have complete freedom of selectivity in hiring and Contractors retain the right to reject any job applicant referred by the Union for any reason. The individual Contractor is the judge as to the competence of all his employees and applicants for employment. All employees must perform their work to the satisfaction of the Contractor. No employee shall be discharged or discriminated against for activities in behalf of, or in representation of the Union not interfering with the proper performance of his duties. Any discharge may be subject to the provisions of Article VI of this Agreement, if applicable. The first five (5) days of employment of any employee shall be a probationary period during which time any terminations will not be challenged, excluding union activities.

207.1 The individual Contractor may discharge any employee, and upon request of the Business Representative the Contractor shall specify in writing to the carpenter the reason for discharge. Disputes shall be subject to the provisions of Article VI of this Agreement, if applicable. The arbitrator (or arbitration board) shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he (or it) deems appropriate.

208. The Contractor may transfer employees who are on the contractor's payroll at the time transfer is made within the area of the Southern California Conference of Carpenters without limitation. The Contractor shall give notice to the Regional or Council where work is to be performed on a transfer as to the name of the Contractor, the employees transferred and the address of the jobsite. All employees being transferred shall procure a work referral from the Council. Additional employees shall be employed in accordance with the provisions of Article II, Paragraph 204.4.

208.1 Employees employed by any Contractor pursuant to the terms of this Agreement, and remaining in good standing in the Union, shall not be removed or transferred by the Union unless the prior approval of the Contractor has been obtained.

ARTICLE III

Supplemental Dues

301. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employees written authorization to do so, deduct the sum of eighty-eight cents ($0.88) per hour or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid by the fifth paragraph of Attachment No. 1 to this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing July 1, 2002 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.

302. Said Supplemental Dues shall 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 shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article shall, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization shall have been furnished, and shall 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 shall separate the funds transmitted into dues and vacation-holiday contributions, respectively, based on whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of either the Agent or the Vacation Trust. The Union shall 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 shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall 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, shall have revoked such authorization.

ARTICLE IV

Strikes - Lockouts-
Jurisdictional Disputes

401. It is the purpose and intent of those Employers participating in the Independent Contractors Grievance and Arbitration Trust and the Union that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedures set forth in Article VI and that during the term of this Agreement the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown, or stoppage of work of the Contractor. During the term of this Agreement, a Contractor shall not cause or permit any lockout of the employees covered under this Agreement.

402. Except as otherwise provided in this Agreement, there shall be no strike, lockout or work stoppage by any party hereto or any individual Employer.

403. No employee covered hereby may be discharged by an individual Employer for refusing to cross a primary picket line sanctioned by the Building and Construction Trades Council, or the Carpenters Regional Council, or for engaging in any conduct protected by Sections 7 or 502 of the Labor-Management Relations Act of 1947, as amended.

403.1. If work on a project is declared to be unfair as the result of a primary dispute by a Building and Construction Trades Council or the Carpenters Regional Council , and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement if, during the period of said work stoppage, the members of the Union fail to perform their work for the Contractor or their subcontractors.

404. During the term hereof, there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union and that all employees covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of other organizations affiliated with the Building and Construction Trades Department, AFL-CIO, or the International Brotherhood of Teamsters of America, without regard to past, present or future disputes on jurisdictional claims.

405. When making work assignments, the Contractor shall assign the work in

accordance with existing inter-craft Agreements. In the absence of such inter-craft Agreements, then past practice or the prevailing practice in the locality shall apply. The Union will furnish the Association with approved inter-craft Agreements. The locality for the purpose of determining the prevailing practice shall be defined as the geographical area covered by this Agreement. If a dispute arises prior to the assignment of work, or where there is no predominant practice in the locality or inter-craft Agreements, the Contractor shall consult the representatives of the contesting trades regarding any arguments or facts the trades may wish to present to support their claim to the work.

406. The parties hereto agree that where a problem develops involving Unions not signatory to this Agreement, the representatives of the Unions involved will meet with representatives of the Contractors to resolve the particular problem. Any resolution by the Unions shall be put into effect immediately.

407. 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 Unions has been confirmed to the disputing Unions and the Contractors.

ARTICLE V

Subcontracting, Employee Rights
Union Standards and Work Preservation

501. The purposes of this Article are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with nonunion workmen.

502. Definition of Subcontractor - A subcontractor for the purposes of this Agreement, with the exception of the general provision immediately above, is defined as any person, firm or corporation holding a valid State Contractors License and who agrees under contract in writing with Contractor or in writing with his subcontractors to perform any work covered by this Agreement, and employs workmen as employees to perform services covered by this Agreement, including the performance of labor and/or furnishing or installation of material, or the operation of equipment. All employees of subcontractors will perform work at the appropriate hourly rate and will be reported to such Trust Funds as required by the Agreement except as provided in the appendices.

503. The Contractor agrees that he or his subcontractor shall employ one (1) or more employees who are represented by the Union, on each jobsite on which he or any subcontractor on the jobsite is performing work of the type covered by this Agreement, as defined in Article I, and that neither the Contractor nor any of his subcontractors shall subcontract any work to be done at the site of construction, alteration, painting or repair of a building, structure or other work coming within the jurisdiction of the Carpenters except to a

person, firm or corporation party to an appropriate current labor agreement with the Southern California Conference of Carpenters.

503.1 A Contractor acting in the capacity of construction manager or any other equivalent on any construction jobsite agrees that any Contractors on the projects will not contract or subcontract carpentry work to be done at the site of construction, alteration, or repair of the building, or structure, except to a person, firm or corporation party to a current labor agreement with the Union. Although this paragraph is enforceable on all projects, the parties agree that if requested to do so they will meet to discuss the application of this section on a job-by-job basis.

504. The individual Contractor has the primary obligation in performance of all conditions of work covered by this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the individual Contractor elect to subcontract covered work, the individual Contractor shall continue to have such primary obligations. Such primary obligations shall be deemed conclusive evidence of the Unions majority status for the purpose of establishing the obligation of the individual Contractors to bargain collectively, pursuant to Section 8(a)(5) of the National Labor Relations Act, as amended, with the Union upon expiration of this Agreement but for no other statute, rule, regulation or law.

505. Any dispute involving this Article will be resolved in accordance with the provisions of Article VI if applicable or, by Court suit. Notwithstanding any other provision of this Agreement, the Union shall not have the right to strike or use any economic action to enforce any provisions of this Article on subcontracting.

506. The Contractor shall provide in his contract with the subcontractor the following provisions: The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article IV of this Agreement. The subcontractor agrees that he will bind his subcontractor to said procedures in the same manner and to the same effect as provided with respect to him.

507. The Contractor and his subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his subcontractors to refrain from the use of materials, supplies or equipment, which use will tend to cause any discord or disturbance on the project.

508. Notwithstanding the rights and obligations of the Contractor relating to subcontracting set forth in this Article, the Contractor and the Union recognize the potential for more harmonious labor relations on any project on which all subcontractors are signatory to appropriate labor agreements. Pursuant to that recognition the Contractor and the Union agree, upon the request of either party, to participate in discussions regarding the potential development of a project agreement for any specific project, the provisions of which would be applicable to the Contractor and all subcontractors on the project. While it shall be mandatory that a project agreement meeting be held if requested by either party, no project agreement shall be implemented unless agreed upon by the Contractor, the Union, and all other Unions to be covered by such project agreement.

ARTICLE VI

Grievance and Arbitration

601. There has previously been established an Independent Contractors Grievance and Arbitration Trust which is available to those contractors who are signed or who become signatory to this Agreement on the following basis:

601.1 The purposes of the Trust are to establish and administer procedures to process grievances and to provide third party independent arbitration on disputes concerning the interpretation or application of this Agreement that may occur between the Contractor and the Union.

601.2 The Trustee is authorized to retain professional assistance, such as an administrator, legal counsel, accountants and such other personnel in order to accomplish such objectives of the Trust. Specifically, there shall be established through the Trust, a panel of independent and neutral arbitrators to hear and determine such grievances and disputes, with authority to issue a final and binding award, including appropriate remedies.

601.3 The Union shall appoint an Advisory Committee regarding the appointment of the Trustee and the operation of the Trust; however, the Unions rights and authority shall be limited to consultation and advice only.

601.4 The Contractor and the Union agree to submit all disputes concerning the interpretation or application of the Agreement to arbitration under this Article VI. The Contractor and the Union agree that during the pendency of the grievance and arbitration procedure, the Union will not strike or withdraw services or picket or engage in other economic action and the Contractor will not engage in a lockout; provided, however, the Union shall have the right to engage in a strike, withdrawal of services or picketing and the Contractor may engage in a lockout on a claimed violation of the Agreement on payment of wages, fringe benefits or contributions to any Trust referred to in this Agreement or failure to comply with a final and binding arbitration award, except as to any provision or arbitration award on subcontracting, including all subcontracting provisions of the Agreement.

601.5 The Contractor agrees to contribute the sum of three cents ($0.03) per hour for each hour worked or paid for by employees performing work covered by this Agreement to the Independent Contractors Grievance and Arbitration Trust for the purposes of defraying costs and administering the Trust. The Contractor agrees to be bound to the Agreement and Declaration of Trust, dated September 1, 1980 and amendments and modifications.

601.6 For Contractors not currently making contributions to this Fund, the Contractor shall have the right not to make such three cents ($0.03) per hour contributions and thereby not be covered by this Article VI by giving written notice by registered or certified mail to the Trust and the Union within thirty (30) days after signing this Agreement. Upon such written notice, the Contractor and the Union shall not be subject to this Article VI, but shall be subject to Paragraph 601.8 below.

601.7 Nothing contained in this Agreement, or any part thereof, shall affect or apply to the Union in any action it may take against any Contractor or subcontractor who has failed, neglected or refused to comply with or execute any settlement or decision reached at any step of the grievance procedure or through arbitration under the terms of Article VI hereof, or a decision reached through the procedure for settlement of jurisdictional disputes as outlined in this Agreement. Nothing in this Article shall, however, affect the Unions right of economic action for wages, fringe benefits and/or the right to an audit of the Contractors books or records. The provisions of this Section and the Unions right of economic action will not apply to any claim or dispute involving the enforcement of the subcontracting clause as set forth in the Agreement.

601.8 This provision is applicable to a Contractor and the Union who are not covered by Article VI, above. It is agreed that in all cases of a claimed violation, misunderstanding, dispute or difference regarding the application or interpretation of this Agreement or the Trust Agreements, or any amendments, modifications, extensions, supplementations and renewals thereto, except as to any provisions on subcontracting including all subcontracting terms of the Agreement, the Union shall have the right to call or engage in a strike, picketing, shutdown, work stoppage or withdrawal of services and the Contractor shall have the right to engage in a lockout.

ARTICLE VII

Craft Steward and Business Representative

701. The Union business agent or special representative shall have access to the project during working hours and shall make every reasonable effort to advise the Contractor or his representative of his presence on the project.

702. The craft job steward, if any, shall be a working employee appointed by the Regional Council or its designee who shall, in addition to his regularly assigned work, be permitted to perform during working hours, such of his steward duties, as outlined in Paragraph 704, below, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative, in writing, of the appointment of a craft job steward, and send a copy to the Contractors home office address.

703. It is recognized by the Contractor that the craft job steward shall remain on the job as long as there is work being performed in his craft in which he is qualified to perform. The Contractor or his representative, before laying off, or discharging the craft job steward for any cause other than stated in Paragraph 704, below, shall notify the Union in writing of his intent to do so two (2) full working days prior to such intended layoff or discharge. The Contractor or his representative will meet with the representative of the Union during this two (2) day period and attempt to resolve the matter. The craft job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Article, or without just cause.

704. To promote harmony between the Union and the individual Contractor, the craft job steward shall be limited to and shall not exceed the following duties and activities.

704.1 Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.

704.2 Work with the Contractors designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure, if applicable.

704.3 Report to the Contractors designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a referral.

704.4 Report to the Contractors designated representative any work belonging to his craft being done by non-dispatched men or by workmen of another craft.

704.5 Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Contractors designated representative.

704.6 Make a complete job check during working hours no more often than once a week.

704.7 Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Contractor and the craft job steward prior notice.

704.8 Report any reckless or unsafe employees covered by this Agreement on the jobsite to the Contractors designated representative or his Business Representative.

704.9 The craft job steward shall not:

704.9.1 Stop the Contractors work for any reason.

704.9.2 Tell any workmen or any employee covered by this Agreement that he cannot work on the job.

704.9.3 Initiate any physical altercation with any person on the jobsite.

705. Infraction of any of the rules in Subparagraphs 704.9 shall be cause for immediate dismissal of the craft job steward without any prior notice and this shall be the exclusive remedy for a violation of this section.

706. Any dispute in connection with this Article VII shall be referred to the grievance procedure outlined in Article VI of this Agreement, if applicable.

ARTICLE VIII

Classifications

801. Should the Contractor or subcontractors, as defined in Article I, and Article V of this Agreement, employ employees in the prosecution of work covered by this Agreement in occupations or upon equipment which is not covered by one of the classifications herein specified, such employment shall, within three (3) working days after a work assignment is made or the equipment is operated, be temporarily classified by the Contractor Association and the Union under the classifications contained herein which will more nearly fit the particular character of the employment. Either party shall thereafter have the right to submit a dispute under this Section in the manner set forth in Article VI of this Agreement, if applicable.

802. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Contractor; provided that if a Contractor, in determining the number of employees, or the number of classifications of employees, shall lessen the number of employees or the number of classifications customarily used to perform any such operation, the Union may have the issue of such reduction in employees or in classifications determined by the grievance and arbitration procedure provided in Article VI of this Agreement, if applicable. In determining such disputes, consideration shall be given to the necessity for additional employees or classifications as well as to other pertinent factors.

803. Because the Contractor and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools, or labor saving devices, provided, however, that such machinery or power equipment shall be furnished by the Contractor, and provided further that no employee shall be required to work under any conditions that are injurious to his health or safety in conflict with a present well-established custom regulating such use where the work is being performed.

804. The Contractor agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to men, and the Union agrees to permit the occasional or temporary transfer of employees of one (1) classification to any other classification or between crafts; provided that, when such transfers are made the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day . Abuse by any Contractor of the privilege granted in this Paragraph 804 shall then subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article VI of this Agreement, if applicable.

805. Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wage rates specified in Article XVIII of this Agreement. Unless otherwise provided in the appendices to this Agreement, any other method of paying

employees, such as the use of piece work, bonus systems, quota setting, or lumping of work, shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with Article VI of this Agreement, if applicable.

806. The Contractor 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.

807. The Contractor agrees that all work covered by this Agreement shall be performed by Carpenters who the Contractor and the Union agree are employees of the Contractor or subcontractor employed under the terms of this Agreement.

808. Unless otherwise provided in the appendices to this Agreement, work performed under this Agreement shall be done by the employees of the Contractor or prime builder direct with the Carpenters on an hourly basis, subject to the subcontractor provisions of this Agreement. The arbiter, court, or fact finder may assess penalties for violations of Paragraphs 805, 806, 807, and 808.

ARTICLE IX

Holidays, Payment of Wages, Meal Periods

901. Holidays

The following holidays shall be observed on the date designated by Federal Law:

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veterans Day
6. Thanksgiving Day
7. Day after Thanksgiving Day
8. 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 for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

902. Payment of Wages

902.1 All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (1/2) hour at the applicable overtime rate until such time as he does receive his pay.

902.2 When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a

personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employees name or social security number and the Employers name and address. If the Contractor fails to provide such information on the check stub, then upon written notice from the Union, the Contractor shall correct such check stub within ten (10) days after such notice. If after a second notice such correction is not made, then the Contractor shall be liable to the employee in the amount of ten dollars ($10.00) for each day that the Employer fails to correct the check stub. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

902.3 An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

902.4 If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.

902.5 When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.

902.6 The Employer shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for workers compensation benefits.

902.7 When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

903. **Meal Period**

Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half (1/2) hour meal period, they shall receive one-half (1/2) hour pay at the double time rate. When an employee is required to work overtime for more than three (3) hours over the regular eight (8) hours, the Employer agrees to provide a meal period each five (5) hours thereafter and the employee shall have sufficient time to eat the meal without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half (1/2) hour at the double time rate. Meal periods may be staggered to meet job requirements. No employee will be required to work more then five (5) hours during any time period without a meal period.

904. The parties recognize the applicability of Industrial Welfare Commission Wage Order 16 to work performed under this Agreement. Any alleged violation of Wage Order 16 shall constitute a grievance which shall be recognized under the grievance procedure of this Agreement.

ARTICLE X

Safety, Parking, Drinking Water, Jobsite Transportation, Signing of Documents

1001. **Safety**

1001.1 The Union shall cooperate with the individual Contractor and with each other in carrying out all of the individual Contractors safety measures and practices for accident prevention, and employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

1001.2 All Federal and State safety rules, regulations, orders and decisions shall be binding upon the individual Contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

1001.2.1 An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employees rights under Section 502 of the Labor-Management Relations Act of 1947, as amended.

1001.3 The individual Contractors shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Unions or the Regional Council are responsible for such implementation or maintenance.

1002. **Parking**

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

1003. **Drinking Water**

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, salt tablets and adequate toilet facilities in accordance with California State Law.

1004. **Jobsite Transportation**

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their work, this transportation shall be equipped with seats and handrails.

1005. **Signing of Documents**

Workmen and/or employees shall not be required to sign any documents other than those required by law. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Employer.

ARTICLE XI

Qualifications

1101. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and, further, that it will not, by the adoption or amendment of any provisions of its Articles of Incorporation, Constitution, or By-Laws, or by contract or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this Paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations and each of their eligible members and the Union on whose behalf the said parties are signing the said Agreement.

1102. Nothing contained in any other Agreement will change the conditions as set forth in this Agreement pertaining to use of equipment or the working rules and classifications of employees when said equipment is owned by the Contractor and operated or used on any job on which he is the prime or subcontractor. Nothing contained in this Agreement shall relieve any Contractor or subcontractor from his contractual obligations under such other agreements.

1103. No agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for, any statement, representation, promise,

inducement or agreement not set forth herein. Any provision in the working rules of the Union with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work covered herein.

1104. A party to this Agreement shall not cancel this Agreement because of a claimed breach thereof or file any claim for damages because of a claimed breach of this Agreement, without giving notice in writing to the other party and allowing ten (10) days thereafter to such other party for redress or correction. Nothing contained in this Section shall be deemed to limit the right of the Union under Article IV of this Agreement.

ARTICLE XII

Existing and Other Agreements

1201. In the event the Southern California Conference of Carpenters establishes Area Agreements, which include special conditions for work covered by the Agreement in either a designated geographical or market area, those special conditions shall be made available to the Employer or Individual Employer who wishes to perform the designated work in the same locality as provided for in that Area Agreement. The provisions of this paragraph will not apply to Special Project Agreements which may be negotiated in any area of this Agreement.

1201.1 The Southern California Conference of Carpenters will promptly notify the Contractor Association, in writing, of any Area Agreements which are negotiated in any area covered by this Agreement.

1202. It is understood by the Contractors and the Union that there may be other Agreements pertaining to the rental and use of construction equipment and that the Contractors signatory to this Agreement may also be signatory to agreements between other organizations with the Union.

1203. This Agreement shall be deemed to be executed when the parties signing shall have affixed their signatures hereto. Before accepting as an affiliate or issuing a charter to a Local Union in the area herein defined, the Union shall require as a condition of such affiliation that said Local Union be bound by the terms hereof.

1204. **Project Agreements:**

The Union shall sign project agreements with MBE's and WBE's when required by bid specifications or government regulations.

ARTICLE XIII

General Savings Clause

1301. It is not the intent of either the Contractors or the Union to violate any laws, ruling, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Contractors and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations, the parties agree to submit the issue to final and binding arbitration. Selection of an arbitrator shall be made in the manner prescribed in Article VI of this Agreement. The arbitrator shall render a decision only on the specific issue submitted to him, and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the arbitrator shall be final and binding on the parties. The no-strike, no-lockout provisions of Article IV shall not apply if either party fails to comply with the decision of the arbitrator.

ARTICLE XIV

Term, Termination and Renewal

1401. This Agreement shall be effective as of the first day of July, 2002, and remain in effect until June 30, 2006, and shall continue from year to year thereafter, unless either of the collective bargaining representatives shall give written notice to the other of a desire to change, amend, modify or terminate the Agreement at least sixty (60) days prior to the June 30, 2006, or June 30th of any subsequent year. In the event no agreement is reached by June 15, the Association or the Union may, on or after June 15, give a written notice of intention to terminate the Agreement. Regardless of giving of such notice to terminate, the parties shall continue to negotiate until an agreement is reached or until either party has given a fifteen (15) day written notice of final termination of the Agreement. The written notice of final termination shall provide that the Agreement shall be terminated on the date specified in such notice provided, however, the Agreement shall not terminate prior to June 30, 2006 or June 30th of any subsequent year.

1402. Any construction work which any Contractor has started or become obligated to perform by any valid written contract or bona fide and irrevocable commitment prior to June 30, 2006, or the expiration of any subsequent year, which contract has been registered by the Contractor with the Union and the Association prior to June 30, 2006, or the expiration date of any subsequent year, shall continue under the terms of this Agreement to September 1, 2006 by mutual agreement between the Association and the Union. The provisions of this section shall not apply after the Agreement is terminated under the provisions of this Article.

However, the provisions of this paragraph may be altered by mutual agreement of the parties.

ARTICLE XV

Equal Employment Opportunity

1501. The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of his race, religion, color, sex, age, national origin, or ancestry and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement and training during employment, rates of pay or other forms of compensation, layoff or termination and application for admission to Union membership.

1502. In the event the Union is unable to refer applicants for employment to an Employer in sufficient number or sufficient type, from the minority groups represented within the local area as may be necessary to enable the Employer to fully comply with minority hiring requirements imposed by his construction contract with any Federal, State or governmental body, commission or agency, or to enable the Employer to fully comply with all Federal and State Laws, Presidential Executive Order, regulations, rules , directives or orders which cover minority hiring and which are applicable to the Employer, then in any such event the Employer shall be free to directly recruit from any source such number of minority applicants acceptable to the Employer as may be necessary to satisfy the Employer Fs needs to effect such compliance.

1503. It is understood, the Employer shall submit to the Union, in writing, any such request for minority applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law; the construction project number and a copy of the compliance order.

ARTICLE XVI

Working Rules

1601. The following working rules shall govern the employment of employees performing any work under the terms of this Agreement.

1602. Single Shifts

1602.1 Eight (8) consecutive hours, exclusive of meal period, between 5:00 a.m. and 5:00 p.m., shall constitute a days work. Forty (40) hours, Monday 5:00 a.m. through Friday 5:00 p.m., shall constitute a weeks work..

1602.2 The starting time of single shifts shall be at 5:00 a.m., 5:30 a.m.,6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., Monday through Sunday, except as provided in Section 1602.4. Starting time shall be changed only to meet a bona fide job requirement. Starting times shall not be staggered. Twenty-four (24) hours prior written notice shall be given to the Union in cases of deviation from the original starting time. In the event the Union is not notified in writing, employees shall be paid overtime at the appropriate overtime rate for

all time outside the regular constituted shift.

1602.3 All time worked before 5:00 a.m. and after 5:00 p.m., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed or hours paid on Saturdays (except as provided in paragraph 1608.3), Sundays and holidays, shall be paid at the appropriate overtime rate (see Paragraph 1805), except as provided in Section 1602.4 hereof.

1602.4 The Contractor, at his option, may start at, 5:00, 5:30, 6:00 or 6:30 a.m. by notifying the Union, in writing, twenty-four (24) hours in advance of starting such shift. In order to qualify for this paragraph, such shift must operate for five (5) days or more.

1602.5 An individual Employer may establish a workweek of four (4) consecutive days of ten (10) consecutive hours. Prior to instituting a 4 x 10 shift the Contractor shall give twenty-four (24) hours notice to the appropriate District Council. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours and on Fridays, Saturdays, Sundays and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours which ten (10) hours shall be paid; the second shift shall be ten (10) consecutive hours of work, exclusive of meal period, and shall constitute a shifts work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 workweek, except as may be changed by mutual agreement. In the event that work cannot be performed Monday through Thursday (4 x 10 hour workweek) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer, Employees (at their option) may make-up such lost work day(s) on Friday and/or Saturday, and shall be paid at the applicable straight time rate.

1603. **Multiple Shifts**

1603.1 When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided, however, that employees working on multiple shifts shall not be interchangeable with those working on a single-shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the appropriate overtime rate. In no event shall the regular hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Paragraph 1605, Special Shifts.

1603.2 It is understood that a single and multiple shift may work concurrently on a project.

1603.3 When two (2) or three (3) shifts are worked, each shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid Monday through Friday. All time worked or hours paid for on Saturday (except as provided in paragraph 1608.3), Sunday and holidays shall be paid for at the appropriate

overtime rate. (see Paragraph 1805).

1603.4 Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours or hours paid for shall be paid for at the appropriate overtime rate, except as provided in Paragraphs 1603.5 and 1608.3 of this Agreement.

1603.5 The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

1604. It is agreed that the Contractor and the Union may mutually agree, in writing upon different starting or quitting times for any of the above shift arrangements.

1605. **Special Shifts**

1605.1 When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside, or in addition to, the regular day shift due to safety conditions or other requirements an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturday (except as provided in paragraph 1608.3), Sunday and holidays shall be paid for at the appropriate overtime rate. In addition, when the above conditions exist and it is necessary to begin or end a shift during the hours specified in Paragraph 1603.5 of this Article, but no later than 10:00 p.m. for Sunday work in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays (except as provided in paragraph 1608.3), Sundays and holidays and hours worked in excess of eight (8) hours shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shifts work. Employees working this special Sunday shift shall receive fifty cents ($0.50) per hour in addition to their regular rate of pay.

1605.2 If the maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at a time designated by the operations of the establishment, Monday through Friday, and employees on this shift will work eight (8) consecutive hours exclusive of the meal period, for which they will receive eight (8) hours pay at the straight time rate.

1606. **Tide Work Schedule**

The following provisions shall apply to employees on jobs working a single shift only:

1606.1 When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable regular straight time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less work between 7:00 a.m. and 5:00 p.m. shall be

paid for at the applicable straight time rate, and time in excess of eight (8) hours worked between 7:00 a.m. and 5:00 p.m. and any time worked before 7:00 a.m. or after 5:00 p.m. shall be paid for at the applicable overtime rate.

1606.2 When employees are called out to work broken time or tide work on Saturdays, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

1607 **Emergencies**

When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. All other terms and conditions of this Agreement shall apply.

1608. **Show Up Pay**

Any workman or employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report; and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay at the straight time hourly rate and if more than four (4) hours are worked in any one (1) day, but less than six (6) hours, he shall receive not less than six (6) hours pay at the straight time hourly rate and if an employee works more than six (6) hours but less than eight (8) hours, he shall receive not less than eight (8) hours pay at the straight time hourly rate, unless prevented from working for reasons beyond the control of the Contractor, including, but not limited by, such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workmen or employees are not required or requested to remain on the project by the Contractor or his agent. Workmen, or employees referred under Article II, to the Employers jobs who arrived in an unfit condition for work without proper tools, credentials, or who are not ready to go to work or who are not otherwise qualified shall not be paid show up time or subsistence. The employee shall furnish the Employer with his current address and telephone number, if any. The Employer shall furnish the employee with the Employers current address and telephone number at the time of employment. Carpenters who voluntarily quit shall receive pay only for hours worked.

1608.1 All pay for work performed shall be reckoned by the day and one-half day.

1608.2 When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:

1608.2.1 If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours pay and subsistence at the applicable rate.

1608.2.2 In order to qualify for this two (2) hours pay (and subsistence if applicable) the

employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives his pay unless released sooner by the Employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

1608.3 **Saturday Makeup Day**

When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, during the regularly scheduled work week, upon prior approval of the appropriate Regional or District Council, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours pay at the straight time rate of pay. Work under this provision shall be voluntary on the part of the employee.

1609. Any employee working on Saturdays (except as provided in section 1608.3), Sundays or holidays shall be guaranteed four (4) hours pay at the appropriate overtime rate and, if more than four (4) hours are worked, the employee shall be paid for actual hours worked at the appropriate overtime rate.

1610. Employees shall travel to and from their work on their own time and by means of their own transportation.

1611. **Subsistence**

1611.1. Room and board shall be provided on projects on the following offshore islands: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island (Channel Islands Monument).

1611.2. Employees reporting at the embarkation point for travel to the above named islands shall be paid travel time from the mainland to the islands and return at the straight time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel. Travel time shall start and end at the point of embarkation at the time and place designated by the Contractor.

1611.3. The Contractor shall provide employees with acceptable room when employees are required by the Employer to remain in the area of the project, in compliance with California State Laws. The maximum reimbursable room cost will be forty-five dollars ($45.00) per night. Room receipts are required for reimbursement.

1612. All employees shall be notified ten (10) minutes in advance of termination and they shall be allowed the balance of the shift or half shift off to gather tools and personal belongings and shall be paid to the end of the shift or half shift.

1613. When the Union and the Contractors consider and agree that conditionsin the industry in the area covered by this Agreement warrant a shortened workday or workweek, the parties shall jointly give adequate consideration and discussion of such changes;

provided, however, that any such changes in the workday or workweek shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the workday and workweek.

1614. The Contractor shall be responsible for the upkeep and sharpening ofsaws during the course of employment on the job by providing either saw-sharpening time or saw-sharpening service. It is understood that Carpenters at the beginning of employment shall have sharp saws.

1615. Carpenters, apprentices and pre-apprentices shall furnish their own tools, but shall not furnish, rent or lease saw horses, ladders, mitre boxes, electric drills, automotive equipment to be used for the purpose of hauling or delivering individual Employers material or equipment, or any kind of power operated machines or saws. Each employee shall arrive on the job with tools in proper conditions. To implement this Section, the individual Carpenter shall provide a tool box with a lock.

1615.1 The individual Employer shall provide a secure place on each jobsite where his employees may keep their tools. If all or any part of the employees tools are lost by reason of failure of the individual Employer to provide such a secure place, or by fire, flood, or theft involving unlawful entry while in the secure place designated by the individual Employer, the individual Employer shall reimburse such employee for any such loss. The employee suffering said loss shall report the loss during his next working day and the Contractor shall acknowledge liability or reject the claim within two (2) working days after report of the loss or claim. Disputes arising from this Section shall be submitted to the grievance procedure as outlined in Article VI of this Agreement, if applicable.

1615.2 To obtain the benefits of Paragraph 1615.1, an employee must provide the individual Employer with a list of his tools at the time he commences work.

1616. A corporate officer, partner (except that up to two (2) partners orcorporate officers of a Contractor firm may be exempted from the provisions of this paragraph upon fulfillment of the Contractor of requirements and procedures established for that purpose by the Trustees of the Trusts named below in this paragraph), RME or RMO (if not otherwise exempt as a partner) performing work under the terms of this Agreement shall be considered an employee. Any exempted person working with the tools of the trade shall be covered by the provisions of the Union Security Clause. Contributions on non-exempt employees shall be reported at a uniform rate of 173 hours per month to the Carpenters Health & Welfare Trust for Southern California and the Carpenters Pension Trust Fund for Southern California the sums designated in Attachment 1 to this Agreement. The Trustees of the above mentioned Trusts will be instructed to accept such contributions.

1617. Efficiency - It is agreed that the Carpenters, through their Business Agents, shall use their efforts to encourage greater efficiency on the job. The employees and the Union shall use their effort to encourage greater efficiency compatible with sound construction safety practices on the job.

1618. The Contractor will furnish for the use of his employees any necessary

waterproof or foul weather gear, safety helmets, or any other necessary protective clothing as required by CAL-OSHA or the Contractor. Employees may be held momentarily responsible for such items properly checked out to them with the understanding that such items broken, worn out in normal use, or lost in a manner beyond the control of the employee are excluded.

ARTICLE XVII

Carpenter Joint Apprenticeship and Training Committee

1701. The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in full conformity with Section 1777.5 of the Labor Code of the State of California governing employment of apprentices upon public work. Apprentices shall be employed in accordance with the standards as established by the Local Joint Apprenticeship and Training Committee which shall be in conformity with guidelines established by the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California and approved by the Division of Apprenticeship Standards.

1701.1 The ratio of apprentices to journeymen shall be one (1) apprentice for the first two (2) journeymen after the foreman and an additional apprentice for every three (3) journeymen thereafter.

1701.1.1 Pre-Apprentice: There is established a classification of pre-apprentice.

1701.1.2 Hiring of pre-apprentices is the prerogative of the Employer. The Employer assumes responsibility for recruiting the pre-apprentice and/or may draw upon any existing pool maintained by the Local Unions. Hiring of pre-apprentices will be regulated by the current Hiring Hall procedures set forth in Article II.

1701.1.3 The Employer may employ one pre-apprentice for every two (2) apprentices employed.

1701.1.4 If an apprentice is not available when requested by the Employer, a pre-apprentice may be used instead.

1701.1.5 Pre-apprentices shall, within eight (8) days of employment, in conformance with the provisions of Paragraph 206, become and remain members in good standing of the Union as a condition of continued employment.

1701.1.6 Pre-apprentices shall work under the supervision of the Carpenter Foreman and the work they perform will be incidental to the work normally performed by journeymen or Carpenter apprentices.

1701.1.7 Pre-apprentices shall, upon accumulation of 500 hours of On the Job Training become an apprentice.

1701.1.8 The Employer shall notify the Apprenticeship office no later than the tenth day of each month, the number of hours worked by the pre-apprentice in the previous month.

1701.2 The parties agree that the Carpenter Joint Apprenticeship and Training Committee will establish training programs for the upgrading of journeymen. The Committee is further directed to establish any trainee program as required.

1701.3 Daytime Training: At the discretion of the Local Joint Apprenticeship and Training Committee a daytime apprentice training program may be developed. Said program will be designed so as to take advantage of the apprentices time during unemployed periods and to keep disturbances of job site crews to a minimum.

1702. Contractors agree to be bound by this Trust Agreement and shall contribute the sum designated in Attachment 1 into the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California. The audit procedures of Paragraphs 2002, 2003, 2004, and 2005 are incorporated in this paragraph by reference.

1703. The Contractors shall appoint members to the Carpenter Joint Apprenticeship Training Committee and participate in their activities.

1704. Affirmative Training - The Employer will make an effort to keep apprentices and trainees reasonably employed regardless of period status or advancement to a higher period of pay.

1705. In order to provide optimum training the District Council and/or Local Union shall encourage the apprentice and trainee to solicit their own work, in addition to the hiring hall procedures.

ARTICLE XVIII
Wage Scales for United Brotherhood of Carpenters and Joiners of America

1801. Effective July 1, 2002, all foremen not herein separately classified shall be paid not less than $2.00 per hour more than the hourly rate of the highest Carpenters classification listed below over which they have responsibility, excluding the classification Pneumatic Nailer or Power Stapler.

The following Hourly Wage Rates shall apply:

	All Other Counties 7/1/02	Kern/Inyo Mono Counties 7/1/02
Carpenters, Cabinet Installer, Insulation Installer, Floor Worker and Acoustical Installer	$29.00	$28.43
Bridge Carpenter	29.13	29.13
Shingler (commercial work)	29.13	28.56
Saw Filer	29.08	28.51
Table Power Saw Operator	29.10	28.53
Pneumatic Nailer or Power Stapler	29.25	28.68
Commercial Fence Builder	24.79	24.79
Residential Fence Builder	20.24	20.24
Roof Loader of Shingles (commercial)	20.39	19.99
Scaffold Builder	23.20	23.20
Millwright	29.50	29.50
Pile Driver/Derrick Bargemen, Bridge or Dock Carpenter, Cable Splicer and Heavy Framer	29.13	29.13
Pile Driver Foreman	31.13	31.13
Pile Driver (Cert. Welder)	30.13	30.13
Head Rockslinger	29.23	29.23
Rock Bargeman or Scowman	29.03	29.03
Rockslinger	29.13	29.13
Diver, Wet (day rate)	514.08	514.08
Diver, Stand-by (day rate)	257.04	257.04
Tender (day rate)	249.04	249.04
Tender, Diver's (day rate)	233.04	233.04

Negotiated Increases:

July 1, 2003	$1.50 to be allocated by the Union.
July 1, 2004	$1.50 to be allocated by the Union.
July 1, 2005	$1.50 to be allocated by the Union.

The Union shall have the right to allocate future increases to wages and/or benefits. In addition, the Union shall have the right upon thirty (30) days notice to reallocate funds between wages and/or benefit contributions provided no reallocation of benefit contributions shall be made which would endanger the health of any of the benefit funds.

1802. *Carpenter Pre-Apprentices and Apprentices covered by the terms of this* Agreement shall be paid the following percentages of the appropriate Journeyman Carpenters hourly wage rate:

TRAINING PERIOD	PERCENTAGE	ON THE JOB HOURS	BENEFIT CODE
Pre-Apprentice	35%	500	(1)*
1st Period	40%	600	(1)*
2nd Period	50%	600	(1)*
3rd Period	60%	600	(1)
4th Period	65%	600	(2)
5th Period	70%	600	(2)
6th Period	75%	600	(2)
7th Period	80%	600	(2)
8th Period	90%	600	(2)

* Contribution Schedule

(1) Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

(2) Pension, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

* Pre-apprentice and 1st and 2nd Period Apprentices receive a one dollar and eighty-eight ($1.88) *vacation/supplemental dues contribution.*

Pay Period Advancement for Apprentices:

NOTE: Each advancement will be based on a MINIMUM of 600 hours worked On-the-Job as per schedule and a MINIMUM of seven (7) Performance Evaluated Training System Skill Blocks satisfactorily completed.

1802.1 Millwright Apprentices covered by the terms of this Agreement shall be paid the *following percentages of the appropriate Journeyman Millwrights hourly wage rate:*

TRAINING PERIOD	PERCENTAGE	ON THE JOB HOURS	BENEFIT CODE
1st Period	60%	600	(1)*
2nd Period	65%	600	(1)*
3rd Period	70%	600	(1)
4th Period	75%	600	(2)
5th Period	80%	600	(2)
6th Period	85%	600	(2)
7th Period	90%	600	(2)
8th Period	95%	600	(2)

* Contribution Schedule

(1) Health and Welfare, Vacation/Supplemental Dues*, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

(2) Pension, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

* Pre-apprentice and 1st and 2nd Period Apprentices receive a one dollar and eighty-eight ($1.88) vacation/supplemental dues contribution.

Pay Period Advancement: Advancement will be based on a MINIMUM of 600 hours worked On-the-Job as per schedule.

1802.2 Shingler Apprentices covered by the terms of this Agreement shall be paid the following percentages of the appropriate Journeyman Shinglers hourly wage rate:

TRAINING PERIOD	PERCENTAGE	ON THE JOB HOURS	BENEFIT CODE
Pre-Apprentice	35%	500	(1)*
1st Period	40%	600	(1)*
2nd Period	50%	600	(1)*
3rd Period	60%	600	(1)
4th Period	65%	600	(2)
5th Period	70%	600	(2)
6th Period	75%	600	(2)
7th Period	80%	600	(2)
8th Period	90%	600	(2)

* Contribution Schedule

(1) Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

(2) Pension, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

* Pre-apprentice and 1st and 2nd Period Apprentices receive a one dollar and eighty-eight ($1.88) vacation/supplemental dues contribution.

Pay Period Advancement: Advancement will be based on a MINIMUM of hours worked On-the-Job as per schedule.

1802.3 Floorworker Apprentices covered by the terms of this Agreement shall be paid the following percentages of the appropriate Journeyman Floorworker's hourly wage rate:

TRAINING PERIOD	PERCENTAGE	ON THE JOB HOURS	BENEFIT CODE

1st Period	40%	200	(1)*
2nd Period	50%	350	(1)*
3rd Period	60%	350	(1)
4th Period	65%	750	(2)
5th Period	70%	750	(2)
6th Period	75%	750	(2)
7th Period	80%	750	(2)
8th Period	90%	750	(2)

* Contribution Schedule

(1) Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

(2) Pension, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

* Pre-apprentice and 1st and 2nd Period Apprentices receive a one dollar and eighty-eight ($1.88) vacation/supplemental dues contribution.

Pay Period Advancement: Advancement will be based on a MINIMUM number of hours worked On-the-Job as per schedule.

1802.4 Piledriver Apprentices covered by the terms of this Agreement shall be paid the following percentages of the appropriate Journeyman Pile Drivers hourly wage rate:

TRAINING PERIOD	PERCENTAGE	ON THE JOB HOURS	BENEFIT CODE
1st Period	40%	600	(1)*
2nd Period	50%	600	(1)*
3rd Period	60%	600	(1)
4th Period	65%	600	(2)
5th Period	70%	600	(2)
6th Period	75%	600	(2)
7th Period	80%	600	(2)
8th Period	90%	600	(2)

* Contribution Schedule

(1) Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

(2) Pension, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

*Pre-apprentice and 1st and 2nd Period Apprentices receive a one dollar and eighty-eight ($1.88) vacation/supplemental dues contribution.

1802.5 Bridge Carpenter Apprentices covered by the terms of this Agreement shall be paid the following percentages of the appropriate Journeyman Bridge Carpenters hourly wage rate:

TRAINING PERIOD	PERCENTAGE	ON THE JOB HOURS	BENEFIT CODE
1st Period	40%	600	(1)*
2nd Period	50%	600	(1)*
3rd Period	60%	600	(1)
4th Period	65%	600	(2)
5th Period	70%	600	(2)
6th Period	75%	600	(2)
7th Period	80%	600	(2)
8th Period	90%	600	(2)

* Contribution Schedule

(1) Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

(2) Pension, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Grievance Fund.

*Pre-apprentice and 1st and 2nd Period Apprentices receive a one dollar and eighty-eight ($1.88) vacation/supplemental dues contribution.

Pay Period Advancement: Advancement will be based on a MINIMUM of hours worked On-the-Job as per schedule.

1802.6 Acoustical Installer trainees covered by the terms of this Agreement shall be paid the following percentages of the appropriate Journeyman Acoustical Installers hourly wage rate:

TRAINING PERIOD	PERCENTAGE	ON THE JOB HOURS	BENEFIT CODE
Pre-Apprentice	35%	500	(0)*
1st Period	40%	750	(1)*
2nd Period	50%	750	(1)*
3rd Period	60%	1000	(1)
4th Period	65%	1000	(2)
5th Period	70%	1000	(2)
6th Period	75%	500	(2)
7th Period	80%	500	(2)
8th Period	90%	500	(2)

* Contribution Schedule

(0) Vacation/Supplemental Dues, Grievance Fund and Acoustical Industry Fund.

(1) Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund, Grievance Fund and Acoustical Industry Fund.

(2) Pension, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund, Grievance Fund and Acoustical Industry Fund.

*Pre-apprentice receives eighty-eight cents supplemental dues contribution, 1st and 2nd Period Apprentices receive a one dollar and eighty-eight ($1.88) vacation/supplemental dues contribution.

Pay period Advancement: Advancement will be based on a MINIMUM of 750 hours worked On-the-Job as per schedule.

1803. Men Working from Bosun Chairs or Swinging Scaffolds, or suspended from a rope or cable, shall receive 35 cents per hour above the applicable Journeyman, Apprentice or Trainee rate. All employees working from Bosun Chairs shall wear a safety belt provided by the Contractor.

1804. Bridge Carpenter: All carpenter work in connection with the construction of bridges (except for driving of pile) shall be done by the Bridge Carpenter classification.

1805. Overtime Rates: All overtime Monday through Saturday shall be at the rate of one and one-half (1 & 1/2) the regular straight time hourly rate. All hours worked on Sundays and Holidays shall be paid at double the straight time hourly rate. (See Tide Work Schedule for Tide Work.)

1806. A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents ($0.13) per hour in addition to his Carpenters scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.

1807. Riggers: The same wage scale shall apply as the craft to which rigging is incidental.

1808. Welders: Certified welders shall receive a one dollar ($1.00) per hour premium when working on welding work that requires a certification.

1809. Foreman: The selection of the individual who will be craft foreman is at the sole discretion of the Contractor. When a Contractor employs on his payroll, on a jobsite, eight (8) or more Carpenters, the Contractor shall designate a Carpenter as craft foreman. It is understood that a craft foreman shall be an employee employed under the terms of this Agreement and shall receive the foremans differential. Such craft foreman may work with the tools of the trade in accordance with the provisions of Paragraph 803. Only craft foremen who normally work with the tools of their trade during straight-time periods may work with the tools of their trade during overtime periods. It is understood that in certain cases, by reason of

custom and practice established by the parties, a craft foreman may direct the work and employees of more than one craft. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article VI of this Agreement on the basis of such custom and practice. Whenever the Employer assigns supervisory authority to an employee covered by the terms of this agreement, the employee will be paid the foreman's rate.

1810. Except in case of emergency, if any of the employees not covered by this Agreement, as set forth in Article II of this Agreement (such as superintendents, assistant superintendents or master mechanics), shall act in the capacity of a craft foreman or work with the tools of a craft or trade signatory to this Agreement, he shall be a member of the Union.

1811. Light Commercial work is defined as: all wood frame, concrete block or tilt-up commercial construction up to three (3) stories in height such as, but not limited to: shopping centers, stores, office buildings, fast food establishments, also including curb, gutter and sidewalks, where the total cost of the project does not exceed seven and one half million dollars ($7,500,000.). There shall be a 35 hour per week cap for fringe benefit contributions for light commercial work. There will not be a 7 hour per day cap (benefits on overtime hours shall be paid on the basis of hours worked or paid for). To take advantage of this cap, the project must be registered with Carpenters Trust Field Office.

ARTICLE XIX

Pre-Job Conference/Job registration

1901. It is agreed there will be a pre-job conference prior to the start of any job or project at the option of either party where the agreed or estimated cost is one million dollars ($1,000,000.00) or more for, among other things, determining the proper work assignments under the terms of this Agreement.

1902. If the Contractor is a member of the Contractor Association, the pre-job conference will be arranged through the Association.

1903. The individual Contractor shall, upon request, advise the Union, in writing, of the names and addresses of all subcontractors employed or contracted with for services to be performed under this Agreement, including but not limited to, suppliers of labor under the terms and conditions of purchase orders.

1904. When a pre-job conference is conducted in accordance with the provisions of Article XIX, the following information will be furnished:

1904.1 Name, address, telephone and Contractor license number.

1904.2 Jobsite address.

1904.3 Starting date of job, and approximate finish date.

1904.4 Type of structure.

1904.5 Bid award in dollars, if available.

1904.6 New construction, alteration, or repair work.

1904.7 Project drawings, project specifications, shop or detail prints and or equipment list.

1904.8 Number of anticipated carpenter employees.

1904.9 Name and address of workers compensation carrier.

1904.10 Name of qualified safety man on jobsite.

1904.11 Description of safety program.

1905 JOB REGISTRATION

1905.1 Each Contractor shall notify the Union in writing, on a uniform job registration form approved by the Union and the Association which shall show at a minimum the location of each job on which the Contractor will be performing work covered by this Agreement, as well as known subcontractors. Such notice shall be given at least 48 hours prior to the commencement of work. On jobs where the time factor does not permit registration of jobs prior to their commencement, the Contractor shall notify the Union by telephone or fax giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form within 48 hours thereafter.

1905.2 In the event an employer takes over the performance of the contract covered by the terms of this Agreement from another employer, the successor employer shall notify the Contract Administration Committee by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work.

ARTICLE XX

Health and Welfare

2001. There has been established a Joint Health and Welfare Trust Agreement. Each Contractor covered by this Agreement agrees to be bound by this Trust Agreement and shall contribute the sum designated in Attachment 1 to the Carpenters Health and Welfare Trust for Southern California.

2001.1 The Contractor may make voluntary contributions on behalf of the craft superintendents or assistant craft superintendents, as they are defined in the exclusion clause of Article II of this Agreement in the amounts and manner to be determined by the Trustees.

2001.2 Within thirty (30) days of the effective date of any National Health Insurance Plan, the Union may, at its discretion, distribute monies designated in Attachment 1 to (1) Hourly Rates, (2) Vacation, (3) Pension, or any other existing Trust Fund under this Agreement.

2002. In case the auditors for the Board of Trustees conduct an audit and determine that a Contractor has violated the provisions of this Agreement for hours worked (or paid for), in his method of computation of contributions, or if adequate records are not made available to allow the auditor to make his determination in that regard, or if hours worked for each payroll period are not recorded on payroll records, or in case the gross compensation, including any remuneration or compensation not required by this Agreement, divided by the hours reported, exceed the employees base rate, plus $3.00 per hour, the following formula shall apply automatically to the entire Carpenters payroll. For the first violation determined by the auditors for the Board of Trustees, the following formula shall apply only to the employees involved. For the second and subsequent violations determined by the auditors for the Board of Trustees, the following formula shall apply to the entire Carpenters payroll.

2002.1 The gross compensation of the employee paid or payable by reason of his work shall be divided by the base rate, i.e., the lowest hourly contract wage rate, including any differentials, for any classification in which the employee worked during the report periods involved in the audit, and the quotient from that calculation shall be multiplied by the applicable rate of health and welfare contributions. The resulting sum is owing to and shall be paid to the said Trust. For purposes of this provision, the said quotient shall be deemed to be the number of hours worked by the employee during the report periods involved in the audit.

2002.2 In case a Contractor, thus audited, fails to comply with the provisions of this Article within seventy-two (72) hours after written notice is sent, via Registered Mail or Certified Mail Return Receipt Requested by the Trust Office, the Union shall have the right of withholding service from such Contractor until such payments are made.

2003. Any Contractor who is audited by the Board of Trustees and concerning whom the Board of Trustees concludes that contributions to said Trust have not been computed or made by him in the manner required by Paragraph 2002, shall be liable for the expense of such audit in addition to any other liability set forth under this Agreement or the Agreement and Declaration of Trust establishing the Carpenters Health and Welfare Trust for Southern California.

2004. Any Contractor shall make available to the Board of Trustees, upon its request, a copy of his Quarterly State Tax Return.

2005. The Board of Trustees may authorize the attorneys for the said Trust to sue and attach in connection with delinquent accounts.

ARTICLE XXI

Pension Plan

2101. There has been established a Joint Pension Trust Agreement. Each Contractor covered by this Agreement agrees to be bound by this Trust Agreement and shall contribute the sum designated in Attachment 1 to the Carpenters Pension Trust for Southern California.

2101.1. The Contractor may make voluntary contributions on behalf of craft superintendents or assistant craft superintendents, as they are defined in the exclusion clause of Article II of this Agreement, in the amounts and manner to be determined by the Trustees.

2102. The audit procedures of Paragraphs 2002, 2003, 2004 and 2005 are incorporated in this Article by reference.

ARTICLE XXII

Vacation Savings and Holiday Plan

2201. The parties have established a Joint Vacation Savings and Holiday Plan and Trust. Each Contractor shall make payments in the amounts designated in Attachment 1 to the Twelve (12) County Carpenters Vacation Savings and Holiday Plan.

2202. The contributions so made shall be deemed to be, and shall 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 shall be transmitted to the Plan. Such payments shall not be a part of the hourly wage rates contained in this Agreement for the purpose of computing overtime or reporting time for any other purpose of this Agreement or part of the regular rate or basic hourly rate for the purpose of the Federal Fair Labor Standards Act or the Walsh-Healy Act or any other law, ordinance or regulation, except that if, consistent with the foregoing, such payments can be considered and treated as part of the wage prevailing in the area for the purpose of the Federal Davis-Bacon Act and similar federal, state or local laws, ordinances or regulations, they shall be so considered and treated.

2203. The provisions of Paragraphs 2002, 2003, 2004 and 2005 are incorporated into this Article by reference.

ARTICLE XXIII

Contract Administration Trust for Carpenter-Management Relations

2301. For the purpose of establishing, implementing and administering uniform labor relations policies and assisting in the negotiations of any modification, amendment, change, extension or renewal of this Agreement or any subsequent agreement, on behalf of signatory members of the Association and those individual Employers who, under a collective bargaining agreement with the Union, are so obligated to contribute, the individual Employer will, during the term of this Agreement, contribute the sum designated in Attachment 1 to the Contract Administration Trust for Carpenter-Management Relations. The Trust is an Employer established and administered trust formed and created for the above stated purposes and the individual Employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the Contract Administration Trust for Carpenter-Management Relations dated October 1, 1986, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.

2301.1 The provisions of Paragraphs 2002, 2003, 2004 and 2005 are incorporated in this Article by reference.

ARTICLE XXIV

Carpenters-Contractors Cooperation Committee

2401. 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 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 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.

2401.1 The provisions of Paragraphs 2002, 2003, 2004, and 2005 are incorporated in this Article by reference.

ARTICLE XXV

Carpenter Industry Advancement Fund

2501. For the purpose of protecting, improving and advancing the interests and welfare of the construction industry, its individual Employers and Employees, without regard to whether such Employer is a member of any association, the individual Employer will, during the term of this Agreement, contribute the sum designated in Attachment 1 to the Carpenter Industry Advancement Fund of Southern California, an Employer-established and administered trust formed and created for this purpose, and the individual Employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the Carpenter Industry Advancement Fund for Southern California dated September 19, 1972, and further agrees to observe and be bound by the actions and determination of the Board of Trustees of said Trust.

2501.1 The parties agree that the Union has a right to appoint an Advisory Committee of an equal number of members, as outlined in the Trust Document.

2502. The provisions of Paragraphs 2002, 2003, 2004 and 2005 are incorporated into this Article by reference.

2503. Independent of any provisions otherwise contained in this Agreement providing for its termination, CONTRACTORS shall have the right and power to unilaterally cancel the provisions, solely, of this Article XXV at any time by delivering notice to the UNION in writing to that effect.

ARTICLE XXVI

Annuity Fund

2601. The parties will jointly establish an annuity program that may be funded by the Union out of future wage increases. The plan shall be initially developed by the Carpenters Southern California Administrative Corporation subject to final approval by the parties to this Agreement.

ARTICLE XXVII

Public Works Project Davis-Bacon Act and Related Statutes

In the event an individual Employer bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1, 3, 5 and 7, and which determinations are published in The Federal Register, or by the Director of the California Division of Industrial Relations or a County, City or other public entity and the established prevailing wage rate is lower than the Master Labor Agreement hourly wage rate, excluding fringe benefits, by no more than fifteen percent (15%) on residential work or is lower by no more than ten percent (10%) on any other type of work, then the published hourly wage rate, excluding fringe benefits, at the time of bid shall apply to the job for the duration of the job, but in no event to exceed an eighteen (18) month period.

In the event the job or project extends beyond eighteen (18) months, the wage rates, including vacation contributions, shall be increased thereafter to maintain the appropriate fifteen percent (15%) or ten percent (10%) differential under the then current Master Labor Agreement. Should the predetermined or established prevailing wage rate and the Master Labor Agreement rate be the same rate it is agreed that rate shall be in effect for an eighteen (18) months period then the current Master Labor Agreement rate shall apply.

ARTICLE XXVIII

Work Preservation Committee

A Work Preservation Committee shall be established consisting of 6 members appointed by the Union and 6 members appointed by the Contractor Associations. This Committee shall meet on the second Tuesday of each month, or on-call in special situations. A subcommittee will be appointed to deal with subcontractor issues on an expedited basis.

The Committee shall review any requests for variance from the Master Labor Agreement in order to assure that signatory contractors and their union employees remain competitive in the Southern California labor market. The Committee shall also review requests for variance from Light Commercial work provisions, Appendix F provisions, non-or sub-journeyman classification and such other items as may be required to enhance contractors F competitiveness.

The goal is to have a flexible working structure for the Committee to allow it to quickly respond to needed changes in the marketplace. The Committee will give signatory contractors the tools they need to obtain work in geographical areas or in particular segments of the construction industry where they have not been able to successfully compete. For the contractor this tool will be used aggressively to increase work opportunities for union contractors and union members. The Committee shall draft its operational procedures at its first meeting. These procedures shall be distributed to all signatory contractors.

The decisions of this committee as well as any agreements in Paragraph 1201, will be sent to the Contractor Association as issued and will be available to all signatory contractors.

ARTICLE XXVIII

2801. The following appendices, attached to this Agreement are incorporated herein and shall be a part of this Agreement as though fully set forth herein.

Special Working Rules for Pile Drivers
(See Appendix A)

Special Working Rules for Millwrights
(See Appendix B)

Special Working Rules for Insulation Installation
(See Appendix C)

Special Working Rules for Remote Projects
(See Appendix D)

Special Working Rules for Acoustical Installers
(See Appendix E)

Special Working Rules for Residential and Allied Construction
(See Appendix F)

Special Working Rules for Divers on Construction Work
(See Appendix G)

Special Working Rules for Shinglers
(See Appendix H)

Special Working Rules for Residential Developers
(See Appendix I)

Special Working Rules for Residential Cabinet Installation
(See Appendix J)

Special Working Rules for Residential Concrete
On Grade Slab and Subterranean Garage
Concrete Construction
(See Appendix K/L)

Special Working Rules for San Diego County
(See Appendix SD)

ARTICLE XXIX

2901. Except as provided elsewhere in this Agreement, it is agreed all matters of wages, hours and conditions, whether or not specifically set forth in this Agreement, are closed for the term of this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

FOR THE CONTRACTORS:

UNITED GENERAL CONTRACTORS, INC.

/s/ Ronald Tutor
RONALD TUTOR, PRESIDENT

FOR THE UNION:

SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS, FOR THE SOUTHWEST REGIONAL COUNCIL OF CARPENTERS AND LOCAL UNIONS IN THE TWELVE SOUTHERN CALIFORNIA COUNTIES AFFILIATED WITH THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

/s/ Douglas J. McCarron
DOUGLAS J. MCCARRON, PRESIDENT

ATTACHMENT 1

Contributions Payable to the Trust Funds

	Effective Date 7/1/02
Independent Contractors Grievance and Arbitration Trust Fund (Article VI)	$0.03
Joint Apprenticeship and Training Committee Fund (Article XVII)	$0.34
Health and Welfare (Article XX)	$2.45
Pension Plan (Article XXI)	$1.01
Vacation/Supplemental Dues (Article XXII)	$2.88
Contract Administration Trust for Carpenter-Management Relations Article XXIII)	$0.02
Carpenters-Contractors Cooperation Committee (Article XXIV)	$0.21
Industry Advancement Fund (Article XXV)	$0.05

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

APPENDICES TO
MASTER LABOR AGREEMENT

Appendix A	Special Working Rules for Pile Drivers
Appendix B	Special Working Rules for Millwrights
Appendix C	Special Working Rules for Insulation Installation
Appendix D	Special Working Rules for Remote Projects
Appendix E	Special Working Rules for Acoustical Installers
Appendix F	Special Working Rules for Residential and Allied Construction
Appendix G	Special Working Rules for Divers on Construction Work
Appendix H	Special Working Rules for Shinglers
Appendix I	Special Working Rules for Residential Developers
Appendix J	Special Working Rules for Residential Cabinet Installation
Appendix K/L	Special Working Rules for Residential Concrete On Grade Slab and Subterranean Garage Concrete Construction
Appendix SD	Special Working Rules for San Diego County

APPENDIX A

SPECIAL WORKING RULES FOR A PILE DRIVERS

1. The following Special Working Rules for Pile Drivers are in addition to those rules contained in the Carpenters Master Labor Agreement, except as modified by these Special Working Rules.

(a) In addition to the work identified in Article I, the Pile Divers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Pile Drivers Local Union No. 2375; mechanical fork lifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassions or casing.

2. HIRING:

A. In the employment of workmen for all Piledriver classification work on piledriving rigs, docks or wharves, offshore oil rigs or as a diver or tender, in the territory above described, the following provisions subject to the conditions of Article II, Paragraph 201 of this Agreement shall govern.

(i) Piledrivers Local 2375, as agent for the Regional Council shall establish and maintain open and non-discriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement.

(ii) The Contractors shall first call upon Piledrivers Local 2375 for such men performing work as defined in paragraph 2 (a) above as they may from time to time need, and Piledrivers Local 2375 shall furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractors strictly in accordance with the provisions of this Article.

(iii) It shall be the responsibility of the Contractors, when ordering men, to give Piledrivers Local 2375 all of the pertinent information regarding the workman ┌s employment.

(iv) Piledrivers Local 2375 dispatch in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists in numerical order to the Contractor by the use of a written referral in the following order of preference and the selection of workmen for referral to jobs shall be on a non-discriminatory basis. All referrals from Piledrivers Local 2375 must be in writing, on a standard form to be provided by the Southern California Conference of Carpenters. The written referral will contain the name of the Contractor, address of thej obsite, and the appropriate wage scale and the required fringe benefit rates.

(A) Workmen specifically requested by name who have been employed, laid off or terminated as Carpenters in the geographic jurisdiction of Piledrivers Local 2375 within five (5) years before such request by a requesting individual Employer, successor entity, or a joint

venture of which one or more members is a former Employer, now desiring to re-employ the same workmen, provided they are available for employment. This provision shall also apply to individual Employers wishing to re-hire employees of a joint venture of which the individual Employer was a member. Requests must be made on a standard form to be provided by the Southern California Conference of Carpenters.

(B) Workmen who, within the five (5) years immediately before the Contractors order for men, have performed work of the type covered by this Agreement in the geographic area of the Agreement, as defined in Article I, Paragraph 102 of this Agreement, provided such workmen are available for employment.

(C) It is agreed that in connection with the preference out-lined in Subparagraph B., above, up to twenty-five (25%) percent of the employees requested through open call (excluding foremen), employed to and performing work covered by this Agreement on any project may be employees designated by the individual Employer on a standard form to be provided by the Southern California Conference of Carpenters. In case of reduction in force, foremen shall not replace other employees on the job, except that two (2) foremen may be retained at all times.

(D) Workmen whose names are entered on said lists and who are available for employment.

(v) With respect to the operation of the Hiring Hall described herein and in Article 204 of the current Master Labor Agreement, any Workman registered on any Carpenters Hiring Hall employment list shall have his name stricken therefrom in the event he performs work within the recognized craft jurisdiction of the Union for any Employer or as an Employer (in either case without regard to whether the Employer is bound to this Agreement or the Master Labor Agreement) in the area covered by the Master Labor Agreement other than pursuant to a proper Work Referral.

(b) When ordering workmen of the skills required, the Contractor will give notice to the Regional Council not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17-1/2) hours before the required reporting time, and in the event that forty-eight (48) hours after such notice the Regional Council shall not furnish such employees, the Contractor may procure employees from any other source. If men are so employed, the Contractor shall immediately report each such employee by name to the appropriate Regional Council having work and area jurisdiction.

(i) No employee or applicant for employment will be required as a condition of employment or continued employment to take any test or sign a waiver of lien.

(c) Employees employed by one (1) or more of the Contractors for a period of eight (8) days continuously or accumulatively shall be or become after the eight (8) day period, or eight (8) days after the effective date of this Agreement, whichever is later, members of the Union and shall remain members of the Union as a condition of continued employment. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to the Union.

(i) The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employees nonpayment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith.

(d) Subject to the foregoing, Contractors shall have complete freedom of selectivity in hiring and Contractors retain the right to reject any job applicant referred by the Union for any reason. The individual Contractor is the judge as to the competence of all his employees and applicants for employment. All employees must perform their work to the satisfaction of the Contractor. No employee shall be discharged or discriminated against for activities in behalf of, or in representation of the Union not interfering with the proper performance of his duties. Any discharge may be subject to the provisions of Article VI of this Agreement, if applicable. The first five (5) days of employment of any employee shall be a probationary period during which time any terminations will not be challenged, excluding union activities.

(i) The individual Contractor may discharge any employee, and upon request of the Business Representative the Contractor shall specify in writing to the carpenter the reason for discharge. Disputes shall be subject to the provisions of Article VI of this Agreement, if applicable. The arbitrator (or arbitration board) shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he (or it) deems appropriate.

(e) The Contractor may transfer employees who are on the Contractors payroll at the time transfer is made within the area of the Southern California Conference of Carpenters without limitation. The Contractor shall give notice to the appropriate District Council where work is to be performed on a transfer as to the name of the Contractor, the employees transferred and the address of the jobsite. All employees being transferred shall procure a work referral from the appropriate District Council. Additional employees shall be employed in accordance with the provisions of this Article 2, paragraph iv.

3. SUBSISTENCE:

On jobs located within ninety (90) road miles from the Local Union at Wilmington, California or Call Board, to the center of the construction jobsite and/or sites on the project or ninety (90) road miles from the employees principal place of residence, over the most direct traveled route, a free zone is hereby established wherein no travel expense, transportation expense or subsistence shall be required. No Employee will receive subsistence or travel time if the employees principal place of residence is within ninety (90) road miles of the project regardless of whether the employees principal place of residence is in or out of the free zone. Additionally, no subsistence will be paid to an employee if the project or jobsite is in the free zone regardless of the distance the employee must travel to the project or jobsite.

4. On jobs located ninety (90) or more road miles from the Local Union or Call Board to the center of the construction jobsite and/or sites on the project, over the most directly traveled route, Employees shall be compensated on the following basis:

(b) Thirty dollars ($30.00) per workday as a subsistence allowance, except where there are work stoppages by an Act of God or conditions beyond the control of the Contractor.

DID WE CHANGE SUBSISTENCE FOR THE PILEDRIVERS?

(c) In the event Employees provide their own transportation, they shall receive twenty-five (25) cents per mile for transportation expense between the Local Union office or Call Board and the center of the construction jobsite and/or sites on the project, at the beginning and conclusion of their employment. The return transportation expense will not be payable if the Employee quits his job before work is completed or before thirty (30) calendar days, whichever is sooner or if he is discharged for cause. Not withstanding any of the above conditions no employee shall receive subsistence or travel allowance for jobsites located in the free zone.

5. In cases of dispute in measuring road miles from the Local Hall or Call Board of Local Union 2375, the facilities of the Automobile Club of Southern California shall be used as the determining factor.

6. The following named islands are hereby established as suitable room and board zones: Richardson Rock, Santa Cruz Island, Santa Rosa Island, San Miguel Island, Arch Rock, San Clemente Island, Anacapa Island, (Channel Islands Monument), San Nicholas Island, Santa Barbara Island, Santa Catalina Island.

7. The Contractor is not obligated to pay the subsistence allowance provided herein if the Local Union is unable to furnish qualified and competent Employees from its hiring list of Journeymen for work in the subsistence area. The Contractor shall abide by Article II in his hiring procedure.

8. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project, seven (7) days per week in compliance with California State Laws.

9. **PRE-JOB CONFERENCE:**

When jobs are scheduled for a completion date of more than 365 calendar days a pre-bid conference will be held to discuss proper subsistence arrangements.

10. TRAVEL TIME:

The Contractor agrees to pay travel time each way from the point of embarkation to the jobsite. This paragraph applies to travel time involved from the point of embarkation to the site of all offshore construction projects. Time paid for travel time is to be paid at the straight-time rates on any day of the week and is not to be counted for overtime computation.

11. CERTIFICATION TEST:

Any special certification test of a qualified Pile Driver Welder, taken for the convenience of the Contractor, shall be paid by the Contractor. Before a qualified Pile Driver Welder commences the welding test, he shall be placed on the payroll of the Contractor. A qualified Pile Driver Welder is one who has passed a qualification test, acceptable to the Contractors, given by a recognized testing laboratory within the area covered by this Agreement. The individual Employer shall furnish the Pile Driver Welder with a copy of the certification papers if he remains on the job to its completion or for thirty (30) days, whichever comes first.

12. CREW SIZE:

When pile driving men are engaged in recognized pile driving work the majority of the shift time (including the pulling of piling), the following minimum number of men shall compromise the crew.

(a) The following crew sizes are recognized under normal operation as stated in this paragraph; however, Contractors may, by mutual agreement with the Pile Drivers Union, modify the crew sizes.

Pile Driver, Water Rig, Swinging or Stable Leads from Derrick Crane or A-Frame on Scow or Barge	3 men and 1 foreman
Pile Driver (Crawler or Crane) Swinging or Stable Leads	3 men and 1 foreman
Driving Wicks	1 (one) man
Vibratory Hammer for Driving Pile	3 men and 1 foreman
Lagging Hammer, (pneumatic) Swinging from Line of Power Equipment of any kind	2 (two) men*
Derrick Barges	2 men and 1 foreman
When working with other trades	1 man and 1 foreman
Floating Rig, placing A-rock	2 (two) men*
Derrick Barge used to overhaul or set oil pipeline moorings at the site of operations (exclusive of Divers and Tenders)	5 men and 1 foreman

* One of whom shall be paid foremans rate.

(b) A crew member who is no longer needed to perform work in the crew for which he was originally dispatched may be assigned to other work on the project in the pile driver jurisdiction at the discretion of the Contractor.

13. WORK RULES:

When men are requested to work in inclement weather, it is the responsibility of the Contractor to furnish each man with an adequate set of foul weather equipment.

14. All approved safety orders of the State of California Department of Industrial Relations shall be observed by the Contractors and the employees. Suitable sanitary drinking water and adequate toilet facilities shall be furnished by the Contractor in accordance with California

State Laws.

15. The Contractor agrees to make available for the use of pile driver men a safe place to store tools and change clothing before or after shifts. This provision shall apply only on pile driving jobs of three (3) or more days duration.

16. When pile driver men are working in the business of erecting, constructing, installing and dismantling offshore drilling platforms in all West Coast Coastal waters within the geographical area of Pile Driver Local Union 2375, and the pile driver men are performing identical duties or work with Ironworkers on the same jobsite the better conditions, wages, travel expenses and subsistence shall apply.

17. WORK ASSIGNMENTS:

Pile Driver Employers shall furnish the Pile Driver Local Union 2375 with signed letters on the letterhead of the individual Employer, when requested, stating they have employed pile driver men on a specific type of work and paid the negotiated scale of wages on any jobs which the individual Employer has performed with pile driver men. The foregoing refers to work outside Carpenter classifications.

18. CREOSOTE:

An employee shall receive a fifty-cents ($0.50) per hour premium above the pile drivers base or overtime rate when handling or working with new pressure-treated creosote piling or timber, or driving of used pressure-treated creosote piling. The word new means not used regardless of storage time.

19. CERTIFIED WELDER:

When a Contractor requests a certified welder, he agrees to pay one dollar ($1.00) per hour premium above the pile drivers base or overtime rate. The Union agrees to note on the employees dispatch slip such request. This premium shall be paid on a half-day or full-day basis. When the Contractor no longer requires a certified welder, but has additional welding work available, he will afford his certified welder or welders the opportunity to continue employment at the pile driver Journeyman rate before he calls the hall for replacements. This paragraph is not intended to provide for a certified welder to replace a currently employed non-certified welder.

20. OVERTIME RATES:

All overtime Monday through Saturday shall be at the rate of one and one-half (1 & 1/2) times the regular straight time hourly rate. All hours worked on Sundays and Holidays shall be paid at double the straight time hourly rate. (See Tide Work Schedule for Tide Work.)

21. CLARIFICATION OF CARPENTER PILE DRIVER WORK

This Agreement incorporates by reference the letters dated May 19, 1955 and February 18, 1970 from M. A. Hutcheson, General President, United Brotherhood of Carpenters and Joiners of America, as well as the questions submitted by Contractors

on July 17, 1955 requesting clarification of the May 9, 1955 letter and the answers submitted by subcommittee of the General Executive Board of the United Brotherhood of Carpenters.

CLARIFICATION OF CARPENTER PILE DRIVER WORK

(Letter, dated May 9, 1955, from Mr. M. A. Hutcheson, General President, United Brotherhood of Carpenters and Joiners of America.)

I am herewith submitting the findings of the General Executive Board on the controversy between Carpenters and Pile Drivers classifications in the West Coast area.

The Subcommittee convened Wednesday, July 15, 1954, and Thursday, July 16, 1954, in the Empire Room of the Sir Francis Drake Hotel, San Francisco, California. Testimony was received from forty-seven (47) witnesses representing Local Unions, District Councils, and State Councils from the states of California, Oregon and Washington.

As indicated in the matter supplied to the Subcommittee from the General Office, we found that the main points of difference existing between the branches of our membership on the West Coast were:

(1) An interpretation of what constitutes the girder capping the piles.

(2) What classification of our membership shall apply in the placing and erection of false work.

Additional clarification of what work properly comes under the classification of Pile Driver would help in clarifying the issues involved between both branches of our Brotherhood on the West Coast:

(1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

(2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.

(3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.

(4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping.

In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleafs, interchanges, etc.

(5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.

(6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.

(7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof. In concluding this report, the General Executive Board believes that the defining of the words girder capping the piles herein outlined will tend to solve much of the misunderstanding that has existed between the two (2) classifications of our membership on the West Coast. All of the above shall be effective only in the West Coast area where the controversy occurred.

Signed M. A. Hutcheson General President

(Questions submitted by Contractors on July 17, 1955, requesting clarification of Mr. Hutchesons letter of May 9, 1955, and Answers submitted by subcommittee of the General Executive Board, United Brotherhood of Carpenters.)

Q. 1: What did you intend to constitute a bridge over water within the meaning of Paragraph (5) of your letter?

(a) For example, two (2) parallel concrete highway structures were constructed under a single contract over U.S. Highway 101, the railroad tracks of the Northwestern Pacific Railroad and Petaluma Creek. The overall length of the structures was approximately 900 feet. The structures were erected in three (3) sections. The first section, which was approximately 360 feet long, was constructed over the highway and the railroad tracks and terminated at a coffer-dam and piers at the south bank of the creek. The second section, which was approximately 415 feet long, extended from a highway fill across agricultural land to a cofferdam and piers at the north bank of the creek. The third section, which was approximately 115 feet long, consisted of 16 precast, 75 ton concrete girders extending over Petaluma Creek which were put in place by a floating derrick.

Would you have intended that the 115 feet section spanning the creek, which constitutes less than 1/8th of the entire structure, would make the entire structure a bridge over water?

Or would the term bridge over water be limited to the section which actually spanned the creek?

A: On bridge over water the columns or abutments in water and at the waters edge or the first column or abutment on land adjacent to waters edge, shall come under the Pile

Driver classification.

Q. 2: (b) For another example, a concrete structure was constructed across the Salinas River. During the dry season, covering the entire construction period, the river bed was crossed by a road which carried heavy truck traffic. Would you intend this structure to be a bridge over water?

A: Still considered a bridge over water and covered by classification of Paragraph (5) in answer to question 1 (a).

Q. 3: (c) Did you intend the term bridge over water to include a structure being constructed over a dry bypass which is designed to carry water only during flood conditions, which occur only once in several years?

A: The answer is yes. Similar to clarification of question 1 (b) and is considered a bridge over water.

Q. 4: (d) Did you intend the term bridge over water to include a structure over a ravine or other depression which carries water, if at all, only during the spring runoff and outside of the construction period?

A: The answer is yes. Same as answer to question 1 (b) and is considered as a bridge over water as qualified in clarification of question 1 (a).

Q. 5: (e) Did you intend the bridge over water to include a structure over a man-made canal or aqueduct?

A: Same answer as in 1 (a), 1 (b), 1 (c) and 1 (d). All clarifications of paragraph 5 of findings of the General Executive Board of May 13, 1955, and referring to concrete or steel bridges over water is based upon piles being driven, caissons sunk or cofferdams erected by Pile Drivers under Pile Driver classification on such concrete or steel bridge foundations.

Q. 6: Under Paragraph (6) of your letter dated May 9, 1955, did you intend the false work necessary for the support of the deck of a concrete or steel bridge over water to carry the Carpenter classification, except while pile driving or power equipment is used for heavy timber false work?

A: The answer is yes. False work necessary for the support of the decking of a concrete or steel bridge over water shall come under the Carpenter classification. False work for such decking is under the Carpenter classification excepting where pile driving or power equipment is used.

Q. 7: Did you intend the term pile driving or power equipment, as used in Paragraph (6) of your letter, to mean pile driver, derrick or similar power equipment?

A: The Subcommittee feels that the words pile driving or power equipment are in themselves completely explanatory and feels that no further definition is required for anyone acquainted with the construction industry.

Q. 8: Do forms constructed on the ground out of 2x4 and 2 x 6 lumber and 5/8 plywood

constitute heavy timber false work, within the meaning of Paragraph (6) of your letter, merely for the reason that, when assembled, they must be put in place by power equipment?

A: The Subcommittee does not interpret forms to be heavy timber false work within the meaning of Paragraph (6). If any dimension forms are fabricated on the ground for work coming under the Carpenter classification, then such forms can be put in place by power equipment under the Carpenter classification. Forms coming under the Pile Driver classification as outlined in the findings of the General Executive Board shall be installed or placed under such Pile Driver classification. If heavy timber false work, consisting of supports for forms, installed under Carpenter classification and pile driving or power equipment is used, then such installation of heavy timber false work shall be done under the Pile Driver classification as plainly stated in Paragraph (6) of the General Executive Boards finding.

Q. 9: Does Paragraph (7) of your letter refer only to work within the recognized jurisdiction of the Pile Drivers Union?

A: The Subcommittee of the General Executive Board feels that Paragraph (7) is so plainly worded without any limitations that anybody familiar with the construction industry can clearly understand this paragraph without any interpretations being required. (Letter, dated December 12, 1967, to Mr. M. A. Hutcheson, General President United Brotherhood of Carpenters and Joiners of America.)

Re: Carpenter-Pile Driver matter in West Coast area.

In complying with your request, the Subcommittee of the General Executive Board, appointed by you to review the 1955 General Executive Board Decision on West Coast Carpenter-Pile Driver matter, have met several times to consider the new problems that have arisen since the 1955 Board decision.

Your Subcommittee held two (2) days of hearings at the Del Web Town House in San Francisco, California, on March 21 and March 22, 1967, at which sixty-three (63) Officers and Business Representatives of our subordinate Locals and District and State Councils testified on the subject matter. In addition, twelve (12) representatives of various Contractors Associations met with your subcommittee and presented their points of view on several issues relative to new methods and techniques developed in the years since the original 1955 decision. The transcript of the hearings consisted of several hundred pages and the General Office is in possession of a copy of same. The hearings brought out that the principal items of work where there were different opinions and interpretations amongst our membership, and also between the Employers and our membership, mainly consisted of the following:

(A) Dry Aqueduct or Canal Structures

(B) Building Foundations

(C) Tank Foundations

(D) Base Foundations for Machinery, Equipment and Stanchions

(E) The Erection of False work, including Metal Tubular or Tinker Toy Material used as false work.

Your Committee, after careful review of the transcript of the March 21 and March 22, 1967, hearings, finds it necessary to further clarify the intentions of the General Executive Board decision of May 1955, and to modify where necessary consistent with the evidence presented to the Subcommittee at this March 1967 hearing, in order to guide our West Coast membership in their jurisdictional differences on work issues and to assist our employees in the correct and harmonious operations of their projects.

The work jurisdiction of our Carpenters and Pile Driving branches for our Brotherhood on the West Coast shall be as follows:

A. (1) In the construction of water front and marine facilities, such as docks, piers, wharves, bulkheads, jetties and similar structures, the Pile Driver classification shall continue to apply, up to and including the decking thereof.

A. (2) On all pile driving and caisson work, on both land and water, the Pile Driver classification shall apply.

A. (3) In the construction of heavy timber, wooden, bridges, whether over land or over water, the Pile Driver classification shall apply.

A. (4) In the construction of concrete or steel bridges over land, highways, railroads, overpasses, cloverleafs, interchanges, or bridges over man-made canals, aqueducts, spillways and man-made water retaining areas, the Pile Driver classification shall apply to the driving of the piles, caissons and drilled-in-place piling. The fabrication and erection of the forms for the capping of piles, caissons, or drilled-in-place piling shall come under the Pile Driver classification. This shall include the placing of wooden or steel capping or any substitute thereof.

Any other form work above the cap, pertaining to the construction operations herein noted above, shall be performed under the Carpenter classification. This shall also include bridges over man-made canals, aqueducts, spillways and man-made water retaining areas, if constructed prior to water being released or turned into the area.

A. (5) In the construction of concrete or steel bridges over water, the fabrication and erection of form work for the pier or piers in the water area, and the pier or abutment, on land, nearest to the waters edge, shall be under the Pile Driver classification. This shall include the fabrication and erection of the form work to the top of the pier, column and abutment supporting the steel and/or any other superstructure.
The fabrication and erection of forms for the piers, columns or abutments for the approaches to the first pier or abutment on waters edge, shall be under the Carpenter classification. This shall apply also on a bridge over an area where the flow of water has been temporarily diverted.

B. Building Foundations

All form work required on building foundations shall be under the Carpenter classification, irrespective of the use of piles or caissons.

C. Capping of Piles or Form Work on Tank Foundations

The capping of piles and form work in connection therewith, when there is no other carpenter form work involved above the capping or floor base of tank, shall be under the Pile Driver classification. Where further carpenter work is required above the capping or tank base, then the Carpenter classification shall apply on entire operation, including the forms for pile capping and/or tank base.

D. Base Foundations for Machinery, Equipment and Stanchions

The fabrication and erection of all forms for machinery, bases, equipment or stanchions shall be under the Carpenter classification, irrespective of the use of piles or caissons.

E. The Erection of false work, including Metal Tubular (or Tinker Toy) Material used as false work. The erection of false work necessary for the support of work under the Pile Driver classification comes under their classification. False work necessary for the support of the work under the Carpenter classification shall be governed by their classification, except on a project where pile driving power equipment is used.

The rigging, signaling, tagging and other incidental work shall be under the classification for whom the work is designated by this paragraph.

With the exception of these revisions of the West Coast Carpenters-Pile Driver decision as rendered by the General Executive Board in May 1955, any other portions or clarifications of items contained in the 1955 decision of the General Executive Board shall remain in full force and effect.

Respectfully submitted,
Charles Johnson, Jr.
Raleigh Rajoppi
Charles E. Nichols
Lyle J. Hiller

(Letter dated February 18, 1970, from Mr. M. A. Hutcheson, General President, United Brotherhood of Carpenters and Joiners of America.)

With further reference to communication distributed December 12, 1967, in the form of Special Report of General Executive Board Subcommittee relative to the Carpenter-Pile Driver matter in the West Coast area the following interpretation is submitted.

Because of repeated requests for clarification of the above-mentioned circular letter, specifically, Item Paragraph E: The erection of false work, including metal tubular for tinker toy material used as false work. The following is forwarded for your information and guidance.

As indicated above, it became necessary for the Committee to clarify the intent of this report which was developed from the special hearings conducted in San Francisco on March 21-22, 1967. Therefore, the following is the Committees interpretation and clarification of Paragraph E dealing with the erection of false work.

"The erection of false work necessary for the support of work under the Pile Driver

classification comes under their classification. False work necessary for the support of the work under the Carpenter classification shall be governed by their classification, except on a project where pile driving or power equipment is used."

"The rigging, signaling, tagging and other incidental work shall be under the classification for whom the work is designated by this paragraph."

Clarification

It is intended by this interpretation to eliminate controversy and to insure the continuity of operations in work of this nature.

By insertion of the word or it should not be interpreted that the Committee has changed its original intent concerning this controversy. The rigging of heavy timber false work and metal tubular (tinker toy) materials shall be performed under the Pile Driver classification when such materials are placed by power. It is intended by this clarification to mean that the Carpenters may perform the rigging of false work, including metal tubular (tinker toy) materials as false work under the following circumstances.

"For the purpose of continuity of operation and to eliminate the necessity of a change in crews because Pile Drivers are not presently employed on the site by the responsible Contractor at the time of such rigging, or provided that such rigging by power is intermittent with that work which is, or would normally be performed by the Carpenter classification."

Therefore, the communication dated December 12, 1967, shall be herein amended and in full force and effect and all parties shall be governed accordingly.

APPENDIX B

SPECIAL WORKING RULES FOR MILLWRIGHTS

1. In addition to the Working Rules contained in Article XVI of the Carpenters Master Labor Agreement, the following Special Working Rules apply to Millwrights.

(a) Effective July 1, 2002, Millwrights shall receive subsistence payments of forty-five dollars ($45.00) per day except as provided below.

(b) On jobs located within ninety (90) road miles from the City Halls of San Bernardino and Los Angeles, to the center of the construction jobsite and/or sites on the project or ninety (90) road miles from the employees principal place of residence, over the most direct traveled route, a free zone is hereby established wherein no travel expense, transportation expense or subsistence shall be required. No Employee will receive subsistence or travel time if the employees principal place of residence is within ninety (90) road miles of the project regardless of whether the employees principal place of residence is in or out of the free zone. Additionally, no subsistence will be paid to an employee if the project or jobsite is in the free zone regardless of the distance the employee must travel to the project or jobsite.

2. (a) In the employment of workmen for all Millwright classification work, in the territory above described, the following provisions subject to the conditions of Article II, Paragraph 201 of this Agreement shall govern.

(i) The Southwest Regional Council, on behalf of Millwright Local 1607, shall establish and maintain open and non-discriminatory employment lists for the use of workmen desiring employment on work covered by this Appendix.

(ii) The Contractors shall first call upon Millwright Local 1607 at (323) 724-0178, as agent for the Regional Council, for such men as they may from time to time need in the Twelve Southern California Counties, and Millwright Local 1607 shall furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractors strictly in accordance with the provisions of this Article.

(iii) It shall be the responsibility of the Contractors, when ordering men, to give Millwright Local 1607 all of the pertinent information regarding the workman's employment.

(iv) Millwright Local 1607 will dispatch in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists in numerical order to the Contractor by the use of a written referral in the following order of preference and the selection of workmen for referral to jobs shall be on a non-discriminatory basis. All referrals from Millwright Local 1607 must be in writing, on a standard form to be provided by the Southern California Conference of Carpenters. The written referral will contain the name of the Contractor, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates.

(A) Workmen specifically requested by name who have been employed, laid off or terminated as Millwrights in the geographic jurisdiction of Millwright Local 1607 within three (3) years before such request by a requesting individual Employer, successor entity, or a joint venture of which one or more members is a former Employer, now desiring to re-employ the same workmen, provided they are available for employment. This provision shall also apply to individual Employers wishing to re-hire employees of a joint venture of which the individual Employer was a member. Requests must be made on a standard form to be provided by the Southern California Conference of Carpenters.

(B) Workmen who, within the five (5) years immediately before the Contractor's order for men, have performed work of the type covered by this Agreement in the geographic area of the Agreement, as defined in Article I, Paragraph 102 of this Agreement, provided such workmen are available for employment.

(C) It is agreed that in connection with the preference out-lined in Subparagraph B., above, up to thirty-five (35%) percent of the employees requested through open call (excluding foremen), employed to and performing work covered by this Agreement on any project may be employees designated by the individual Employer on a standard form to be provided by the Southern California Conference of Carpenters. In case of reduction in force, foremen shall not replace other employees on the job, except that two (2) foremen may be retained at all times.

(D) Workmen whose names are entered on said lists and who are available for employment.

(v) With respect to the operation of the Hiring Hall described herein and in Article 204 of the current Master Labor Agreement, any Workman registered on any Carpenters Hiring Hall employment list shall have his name stricken therefrom in the event he performs work within the recognized craft jurisdiction of the Union for any Employer or as an Employer (in either case without regard to whether the Employer is bound to this Agreement or the Master Labor Agreement) in the area covered by the Master Labor Agreement other than pursuant to a proper Work Referral.

(b) When ordering workmen of the skills required, the Contractor will give notice to the Millwright Local 1607 not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17-1/2) hours before the required reporting time, and in the event that forty-eight (48) hours after such notice Millwright Local 1607 shall not furnish such employees, the Contractor may procure employees from any other source. If men are so employed, the Contractor shall immediately report each such employee by name to the Regional Council.

(1) No employee or applicant for employment will be required as a condition of employment or continued employment to take any test or sign a waiver of lien.

(c) Employees employed by one (1) or more of the Contractors for a period of eight (8) days continuously or accumulatively shall be or become after the eight (8) day period, or eight (8) days after the effective date of this Agreement, whichever is later, members of the Union and shall remain members of the Union as a condition of continued employment. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to the Union.

(I) The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's nonpayment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith.

(d) Subject to the foregoing, Contractors shall have complete freedom of selectivity in hiring and Contractors retain the right to reject any job applicant referred by the Union for any reason. The individual Contractor is the judge as to the competence of all his employees and applicants for employment. All employees must perform their work to the satisfaction of the Contractor. No employee shall be discharged or discriminated against for activities in behalf of, or in representation of the Union not interfering with the proper performance of his duties. Any discharge may be subject to the provisions of Article VI of this Agreement, if applicable. The first five (5) days of employment of any employee shall be a probationary period during which time any terminations will not be challenged, excluding union activities.

(I) The individual Contractor may discharge any employee, and upon request of the Business Representative the Contractor shall specify in writing to the carpenter the reason for discharge. Disputes shall be subject to the provisions of Article VI of this Agreement, if applicable. The arbitrator (or arbitration board) shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he (or it) deems appropriate.

(e) The Contractor may transfer employees who are on the Contractor's payroll at the time transfer is made within the area of the Southern California Conference of Carpenters without limitation. The Contractor shall give notice to Millwright Local 1607 where work is to be performed on a transfer as to the name of the Contractor, the employees transferred and the address of the jobsite. All employees being transferred shall procure a work referral from Millwright Local 1607. Additional employees shall be employed in accordance with the provisions of this Article 2, subparagraph iv.

3. Travel time on subsistence jobs shall be computed at straight time rates based on fifty (50) miles per hour from the City Halls of San Bernardino and Los Angeles to the center of the jobsite at the beginning and termination of employment. However, any employee who quits or is discharged for just cause before he has worked for five (5) working days on a job shall be entitled to the above mileage payment one way only. Employees dispatched to the job and for whom no work is provided shall be entitled to travel time.

4. Mileage payments at the rate of thirty-five cents ($.35) per mile shall be paid to Millwrights working beyond the distance of ninety (90) road miles from the City Halls of San

Bernardino and Los Angeles to the center of the jobsite at the beginning and termination of employment. However, any Employee who quits or is discharged for just cause before he has worked for five (5) working days on a job shall be entitled to the above mileage payment one way only. Employees dispatched to the job and for whom no work is provided shall be entitled to the above mileage payment.

5. **Foreman:**

(a) Where there are two (2) or more Millwrights employed on the same shift, one (1) shall receive foreman's pay.

(b) No Millwright foreman shall supervise a crew of more than ten (10) men, not including himself.

(c) A Millwright foreman can supervise a crew on one (1) jobsite only.

(d) Millwright foremen assigned responsibility over one (1) or more Millwright foremen shall receive two dollars ($2.00) per hour more than the foreman's pay and shall be called general foreman. Millwright foremen or general foremen, as defined above, shall receive two dollars ($2.00) per hour more than the highest paid employee he directly and continuously supervises for at least one (1) full shift.

6. **Tools**

(a) The Employer agrees to furnish a substantial and weatherproof metal tool storage facility either commercial produced, such as KNAACK type, or one of comparable dimension and construction, adequately hasped and locked, which is mutually agreed upon by the Employer and the Union for the storage and protection of the Millwrights' tools and equipment. If all or part of the Millwright' tools and equipment are lost by reason of the failure of the Employer to provide such a secure place or by fire, flood or theft involving forcible entry, the Employer shall reimburse the employee to a maximum of two thousand dollars ($2,000.00) per individual for tools not covered by the employee's insurance. Such reimbursement shall be made within three (3) working days of a written request by the employee. To obtain the benefits of this Section, the employee must provide the individual Employer with a tool inventory at the time he/she commences work unless the Employer designates otherwise. The Employer shall have inventory sheets available for the employee if he/she should require one prior to going to work. The inventory list will be completed prior to commencing work.

(b) The employee shall be compensated for tools specifically modified by the Employer; however, any such modified tool shall become the property of the Employer.

7. When an out-of town job is of one (1) day's duration of twelve (12) hours or less, and workmen are paid or furnished transportation, and paid travel time to and from the job, workmen, shall not in addition, be paid subsistence.

8. On termination Millwrights shall be allowed a reasonable amount of time to pick up tools. Millwrights shall be allowed a maximum fifteen (15) minute period immediately before the end of each shift in which to pick up tools and in either case Millwrights shall not leave the job until the end of the shift.

9. When Millwrights are exposed to unusual conditions such as heat, cold, dust, dangerous fumes or gases, the Contractor shall furnish the necessary safety or protective equipment exclusive of clothing. Where safety or protective equipment cannot possibly be used, there shall be a meeting of the Union and the Contractor to work out a mutually agreeable safety practice. The intent of this paragraph is to exclude inclement weather or acts of God.

10. (a) Any special certification test of a qualified Millwright Welder, taken for the convenience of the Contractor, shall be paid for by the Contractor. Before a qualified Millwright Welder commences the welding test, he shall be placed on the payroll of the Contractor. A qualified Millwright Welder is one who has passed a qualification test given by a recognized Testing Laboratory.

(b) If requested by the employee, the Contractor shall furnish the Welder with a copy of the certification papers, if the employee remains on the job to its completion or for thirty (30) days, whichever comes first.

11. Contractors recognize that when overtime work is necessary, it shall be equally distributed, whenever possible among the Millwrights on the jobsite or unit thereof. It is recognized that the Contractors reserve the right to select the Millwrights involved.

12. The individual Employer shall replace any tools, owned by an employee, modified by the Employer's request, but such modified tool shall then become the property of the Employer.

13. At the sole discretion of the Contractor, there will be a Millwright in charge of all tool rooms that have only Millwright tools, parts and equipment.

14. **Certification**

If requested by the Employer, Millwrights who possess a valid, current certification from a City, County, State or other recognized entity shall be entitled to a premium of one dollar ($1.00) per hour above their current hourly rate while performing work which requires certification.

15. **Shift Differential**

When two shifts are worked, employees on the 2nd shift shall work eight (8) consecutive hours, exclusive of a meal period, for which eight (8) hours shall be paid at the straight time rate plus a premium of one dollar ($1.00) per hour worked. The 3rd shift premium shall be in accordance with the provisions of the Master Labor Agreement.

16. **Hazardous Environments**

The Employer shall comply with all applicable state and federal safety regulations.

17. **Letters of Assignment**

Upon written request by the Union, the Employer shall provide the Union with a Letter

of Assignment on work traditionally and historically performed by Millwrights.

18. **Drug Testing**

The parties agree to form a joint committee to establish a Drug Testing Program. The Employers are willing to commit to initial funding of such program by an amount not to exceed $ 0.10 per hour worked. If necessary, additional funding may come from Employer and/or Employee contributions as mutually agreeable. The funds expended will be used for creating and maintaining such Drug Program and the expense of millwright employees completing the Refinery Safety Orientation Program. The initiation and effective dates of this Program will be set by mutual agreement.

19. **Millwright Apprentices**

Millwright apprentices covered by the terms of this Agreement shall be paid the following percentages of the appropriate Journeyman Millwright's hourly wage rate as reflected below:

1st Period	60%	600	17.70*	(1)
2nd Period	65%	600	19.18*	(1)
3rd Period	70%	600	20.65	(2)
4th Period	75%	600	22.13	(3)
5th Period	80%	600	23.60	(3)
6th Period	85%	600	25.08	(3)
7th Period	90%	600	26.55	(3)
8th Period	95%	600	28.03	(3)
Journeyman			29.50	(3)

CONTRIBUTIONS SCHEDULE:

Code (1) Health and Welfare; Vacation/Supplemental Dues ($1.88); Apprenticeship; Cooperation Committee; Contract Administration; Industry Advancement, Grievance.

Code (2) Health and Welfare; Vacation/Supplemental Dues ($2.88); Apprenticeship; Cooperation Committee; Contract Administration; Industry Advancement, Grievance.

Code (3) Pension; Health and Welfare; Vacation/Supplemental Dues ($2.88); Apprenticeship; Cooperation Committee; Contract Administration; Industry Advancement, Grievance.

NOTE: Requests for Millwrights must be referred to Millwright Local Union 1607, 932 Gerhart Avenue, Suite 200, Los Angeles, California 90022 as agent for the Regional Council for all work covered by this Agreement.

APPENDIX C

SPECIAL RULES FOR INSULATION AND WEATHERSTRIPPING INSTALLERS

1. SPECIAL RULES FOR INSULATION AND WEATHERSTRIPPING

The following Special Rules for Insulation and Weatherstripping Installers adopt all of the provisions of the Carpenters Master Labor Agreement, except as such provisions are modified or superseded by these Special Rules.

2. APPRENTICESHIP AND TRAINING

The Employer will make an effort to keep Apprentices reasonably employed regardless of period status or advancement to a higher period of pay.

Insulation Installer and Weatherstripping Installer Aprentices covered by the terms of this Agreement shall be paid the following percentage of the appropriate Journeyman Carpenters hourly wage rate:

INSULATOR INSTALLERS & WEATHERSTRIPPING APPRENTICE

PERIODS	PERCENTAGE	COMMERCIAL WAGE RATE	LIGHT COM'L WAGE RATE	RESIDENTIAL WAGE RATE	BENEFIT CODE
Pre-Apprentice	35%	$10.15	$7.00	$5.76	(0)
1st Period	40%	11.60	8.00	6.58	(1)
2nd Period	50%	14.50	10.00	8.23	(1)
3rd Period	60%	17.40	12.00	9.87	(1)
4th Period	65%	18.85	13.00	10.69	(2)
5th Period	70%	20.30	14.00	11.52	(2)
6th Period	75%	21.75	15.00	12.34	(2)
7th Period	80%	23.20	16.00	13.16	(2)
8th Period	90%	26.10	18.00	14.81	(2)
Journeyman	100%	29.00	20.00	16.45	(2)

Contractors will be permitted to utilize a ratio of 1 apprentice or trainee for each journeyman.

Percentages for residential or light commercial apprentices will be the same as commercial apprentices except that wage rates will be calculated from the hourly rate for residential or light commercial journeymen as the case may be. An apprentice shall be classified as residential or commercial based on the type of work being performed at any given time.

Advancement between periods shall be based on 600 job hours.

* CONTRIBUTIONS SCHEDULE

Code (0) Vacation/Supplemental Dues ($0.88).

Code (1) Health and Welfare, Vacation/Supplemental Dues, Contract Administration, Cooperation Committee, Grievance Fund, and Industry Fund.

Code(2) Pension, Health and Welfare, Vacation/Supplemental Dues, Contract Administration, Cooperation Committee, Grievance Fund, and Industry Fund.

Note: All classifications of Journeymen and Apprentices or Trainees have vacation/supplemental dues added to their wages, taxed, withheld and submitted to the trust fund.

3. CARPENTER PRE-APPRENTICE

Pre-apprentice receives 35% of appropriate Journeyman's rate and is contribution code (0). Pre-apprentices may work a maximum of 500 hours before they must go into the apprenticeship program. A Pre-apprentice who does not wish to become an indentured apprentice shall be dismissed from the employers payroll at the end of the 500 hour period. A contractor may employ one pre-apprentice for every three (3) apprentices or trainees.

4. RESIDENTIAL AND LIGHT COMMERCIAL WORK

Residential construction shall be specifically limited to work performed in wood frame construction, four stories or under, of all single family residences, apartments, condominiums, motels, inns, hotels, or convalescent homes.

Light commercial work shall be limited to all other wood frame commercial structures and buildings that have concrete block or tilt up exterior walls. Heavy Commercial shall be limited to Type I or II construction as defined in the Los Angeles Building Code.

A piecework rate of $.0225 per foot shall be established for all residential insulation work. The minimum wage rate shall be $16.45 per hour for residential and $20.00 per hour for light commercial work. No employee shall receive less than $16.45 per hour (residential) or $18.00 per hour (light commercial), regardless of whether he is paid hourly or at piece rate.

The wage rate for light commercial work shall be $18.00 per hour. Residential installers shall receive health and welfare and vacation/supplemental dues contributions. Light commercial installers shall receive the same fringe benefit contributions as commercial installers, except that they shall receive a vacation/ supplemental dues contribution of $1.88 per hour (they do not receive the $1.00 per hour increase allocated by commercial installers in 1998 to the vacation contribution, they do receive the $1.00 reallocation from the health & welfare contribution).

The Union and the Contractor agree to review the wages and benefits being paid under this Appendix for residential and light commercial work on an annual basis in July. The Union may open this Appendix for negotiations over light commercial and residential wages upon sixty (60) days notice prior to July 1, 2003, 2004 or 2005.

All preliminary residential installation work shall be paid for on an hourly basis at the minimum rate of $16.45 per hour (except for the 1 hour allowance for yardmen referred to below). All light commercial work shall be paid for on an hourly basis at the minimum rate of $20.00 per hour (except for the 1 hour allowance for yardmen referred to below).

Fringe benefit contributions for all employees performing residential insulation work shall be calculated on the basis of 25% of their weekly earnings up to a maximum of seven benefit hours per day or thirty-five benefit hours per payroll (Monday-Friday). Thus, by way of example, fringe benefits to be paid will be calculated as follows:

Step 1: Insulation Installer paid on a piecework basis receives gross weekly earnings of $750 X 25% = $187.50.

Step 2: $187.50 divided by Hourly Benefit Rate of $4.98 = 37.65 hours.

Step 3: 37.65 Hours is reduced by the weekly cap to 35 hours the amount due the Trust Funds.

On days when installers are sent out on small residential insulation projects with a total of 2,500 feet or less, they shall be guaranteed four hours of pay at the hourly rate.

5. FRINGE BENEFIT CONTRIBUTIONS

Effective July 1, 1998 fringe benefit contributions for residential work will be as follows:

Health & Welfare	$2.45
Vacation/Supplemental Dues	1.88

Effective thereafter, throughout the life of the Agreement, the Contractor agrees to maintain contributions for these funds in accordance with the Master Labor Agreement.

Effective July 1, 2002 Fringe Benefits rates for Light Commercial work will be as follows:

Health and Welfare	$2.45
Pension	1.01
Vacation/Supplemental Dues	1.88
Cooperation Committee	.21
Industry Advancement Fund	.05
Contract Administration	.02
Grievance Fund	.03

Effective thereafter, throughout the life of the Agreement, the Contractor agrees to maintain contributions for these funds in accordance with the Master Labor Agreement.

Effective July 1, 2002 Fringe Benefits rates for Commercial work will be as follows:

Health and Welfare	$2.45
Pension	1.01
Vacation/Supplemental Dues	2.88*

Cooperation Committee	.21
Industry Advancement Fund	.05
Contract Administration	.02
Grievance Fund	.03

* On commercial work, a pre-apprentice receives $0.88 vacation/supplemental dues contribution and 1st and 2nd period apprentices receive $1.88 per hour vacation contribution. Throughout the life of the Agreement, the Contractor agrees to maintain contributions for these funds in accordance with the Master Labor Agreement.

6. TOOLS AND EQUIPMENT

The following tools will be furnished by the employee for use during his period of employment with the Contractor. These tools shall be maintained by the employee in good working order.

(1) Staple Guns	(6) Wire Cutters
(2) Pouch	(7) Chalk Line
(3) Knife and Blades	(8) Hand Saw
(4) Claw Hammer	(9) Steel Rule
(5) Pliers	(10) Hand Planers

Any additional tools and/or equipment will be issued to the employee for retention during his period of employment with the Contractor. The employee shall return all such tools and/or equipment when employment is ended with said Contractor.

7. YARDMEN

It is mutually agreed that all handling, loading and supervision of material in the Contractors yard including delivery work of the Insulator and employees engaged in the above work shall be covered by these working rules and all other provisions in this Labor Agreement.

Yardmen shall be permitted to do preliminary work on the jobsite. Yardmen shall be limited to 1 hour per day per job of preliminary installation work. If more than 1 hour of preliminary work is performed, all job site work performed by the yardman shall be compensated at the rate of $16.45 per hour.

The Contractor shall be limited to two yardmen per ten installation employees.

The minimum wage rate for yardmen shall be $6.75 per hour. No current yardmen shall receive a reduction in pay as a result of the signing of this Agreement.

Fringe benefits contributions for Yardman will be as follows:

Health and Welfare	$2.45
Vacation/Supplemental Dues	$1.88

Health and Welfare contributions will begin on the 31st day of work.

Effective thereafter, throughout the life of the Agreement, the Contractor agrees to

maintain contributions for these funds in accordance with the Master Labor Agreement.

8. JOB TRAVEL

Employees shall travel to and from their work on their own time and by means of their own transportation. Employees shall be paid for loading, unloading and handling of materials, and travel from job to job, shop to job, or job to shop. This provision will not require payment of travel time if a contractor makes available on a voluntary basis company vehicles for travel from shop to job.

9. POLYSEAL

A POLYSEAL piece rate shall be established at $0.005 per foot or $16.45 per hour minimum for a journeyman. No employee shall receive less than $16.45 per hour regardless of whether wages are calculated on an hourly or piece rate basis.

10. INSULATION INDUSTRY FUND

The parties will discuss the establishment of a jointly administered Insulation Industry Contract Administration Trust Fund to police this agreement, to be funded by Contractors performing work covered by the Agreement. The Contractors agree to pay $0.20 per hour on all commercial work to fund this Trust Fund should it be established. (To offset the expense to the Contractors the Union has agreed to delete the Apprenticeship contribution of $.10 and reduce pension contributions by $.05 to $1.01.) Such contribution shall be held in abeyance pending the establishment of the Trust Fund but the obligation to make such contribution may be implemented by the Union upon giving 60 days written notice to the Contractors.

11. JOB REGISTRATION

Contractors will be required to register with the Union all jobs except for individual single family custom homes or room additions or jobs with a contract value of less than $5,000.00 or small tenant improvement jobs with a contract value of less than $25,000.00. A union representative may request a list of jobs that are exempt from registration. Registration is to be made prior to the start of the job and on a form provided by the Union. Each Contractor shall notify the Union in writing, on a uniform job registration form to be provided by the Union of the location of each job on which he will be performing work and shall contain all the information required by the Union to assist it in monitoring the compliance with the Agreement. On jobs where the time factor does not permit registration of jobs prior to their commencement, the contractor shall notify the District Council office by telephone giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the Contractor to the Union within 48 hours thereafter. The Union may withhold or withdraw workers from jobs that are not registered. The Union shall also be entitled to receive upon request a list of all of a contractors current jobs.

12. **SAN DIEGO COUNTY**

For work performed in San Diego County the wage and benefit package shall be as follows:

	Commercial	Lt. Commercial	Residential
Journeyman	$22.95	$19.00	$17.00
Benefits Contributions			
Pension	$1.01	$1.01	1.01
Health and Welfare	2.45	2.45	2.45
Vacation/ Supplemental Dues	1.88	1.88	1.88

During the life of this Agreement the Contractor agrees to increase benefit contributions as called for in the UGC Master Labor Agreement, San Diego Appendix.

Current employees will not receive a reduction in wages as a result of the signing of this Agreement.

13. WHISTLEBLOWER PROVISION

To prevent misclassifying commercial/light commercial/ residential work or underpayment of employees, it is agreed that any Contractor who intentionally misclassifies work in order to utilize a lower wage rate, or who intentionally pays below contractual scale, shall be subject to liquidated damages equal to 10% of the value of the insulation contract on the project. This is imposed as liquidated damages, and not as a penalty, in light of the difficulty of assessing the precise damages suffered by the parties to this agreement as a result of such a breach of the agreement. Liquidated damages shall be imposed by the arbitrator or Joint Adjustment Board as provided in the Master Labor Agreement. To encourage employees to report such violations, any liquidated damages imposed under this Section shall be paid to the employee or employees who file the grievance and establish(es) the violation.

14. TERM

The term of this Appendix shall be identical to that of the Master Labor Agreement.

APPENDIX D

SPECIAL WORKING RULES FOR REMOTE PROJECTS

This Appendix is applicable only to remote projects as defined herein.

1. The Contractors and the Union, recognizing the mutual need for special working rules governing the employment of employees on work other than the construction of separate buildings on remote projects, as hereinafter defined, hereby agree that:

(a) A remote project is an engineering or highway project, consisting of one (1) or more of the types of work enumerated in Article I, Paragraph 102, of the Carpenters Master Labor Agreement which is so located as to require the provisions of special living facilities for the employees on or immediately adjacent to the project, which living facilities shall comply with the standard established by California State Law governing camps, and no other project shall be considered remote except by mutual consent of the signatory parties hereto.

(b) In no event shall these special working rules govern nor apply to the employment of employees engaged in the construction of separate buildings not an integral part of the engineering or highway structures, such as permanent or temporary living quarters, offices, shops or warehouses, etc.

(c) In the event a dispute arises as to whether these Special Working Rules or the Working Rules shall apply to any project, such dispute shall be adjusted in accordance with the provisions of Article VI of this Agreement.

2. Single Shift. Eight (8) consecutive hours, exclusive of lunch period between 5:00 a.m. and 5:00 p.m., shall constitute a days work. Forty hours, Monday 5:00 a.m. through Friday 5:00 p.m., shall constitute a weeks work.

All time worked in excess of eight consecutive hours, exclusive of lunch period, or all time worked in excess of 40 hours per week and all time worked before 5:00 a.m. and after 5:00 p.m. and on Saturdays shall be paid for at one and one-half (1-1/2) times the straight-time rate; provided, however, that should any other craft receive a higher overtime rate for any period, all employees shall receive the overtime rate of the craft involved, as it existed at the time of the execution of this Agreement, for the period such higher overtime rate was paid.

3. Multiple Shifts. When so elected by the Contractor, multiple shifts may be worked for five 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. The Contractors shall have the right to designate the craft, or crafts, on any project or portion thereof who shall work on a multiple shift basis; provided, however, that 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 or different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour.

(a) If the Contractor elects to work the day shift between 5:00 a.m. and 5:00 p.m.,

that shift shall work eight (8) consecutive hours, exclusive of lunch period, and other shifts shall work seven (8) consecutive hours, exclusive of lunch period, for which working time workmen on each shift shall receive eight (8) hours pay at straight-time rates, Mondays through Fridays.

(b) On projects where only two (2) shifts are worked, the Contractor may regulate the starting time of the two (2) shift operation to permit the maximum utilization of daylight hours, and each shift shall work seven and one-half (8) consecutive hours, exclusive of lunch periods, for which working time employees on each shift shall receive (8) hours pay at straight-time rates Monday through Fridays.

4. Shift Overtime:

(a) Any time worked, except as provided in Paragraph 2, below, from Friday midnight to Saturday midnight or in excess of the regular shift hours provided above, shall be paid for at one and one-half (1-1/2) times the straight-time rate. Any time worked from Saturday midnight to Sunday midnight or on holidays shall be paid for at two (2) times the straight-time rate. Overtime rates shall not be paid on shift premium pay.

(b) On a three (3) shift operation starting at 7:00 a.m. Monday, the 15th or Friday graveyard shift ending on or before 7:00 a.m. Saturday morning will be considered Friday work. The Saturday graveyard shift ending on or before 7:00 a.m. Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on or before 7:00 a.m. Monday morning will be considered Sunday work.

(c) On three (3) operations, the Contractor may deviate the starting time of the day shift by the same procedure provided in Article XVI, Paragraph 1602.2. of the Carpenters Master Labor Agreement. Abuse by the Contractor of the deviation arrangement may be referred for adjudication to the grievance procedure.

5. Special Shifts: It is agreed that the Contractors and the Union may mutually agree in writing upon different starting or quitting times for any of the above-mentioned shift arrangements.

6. Any employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated 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 than four (4) hours are worked in any one (1) day, shall receive not less than a full days pay therefor; unless prevented from working for reasons beyond the control of the Contractor, 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 Contractor or his agent. Employees referred under Article II to the Contractors jobs who arrive in an unfit condition for work, without proper tools, credentials or who are not ready to go to work or who are not otherwise qualified shall not be paid show-up time.

7. Employees shall travel to and from their work on their own time and by means of their own transportation.

8. No employees shall be required to work more than five (5) hours consecutive without a half-hour meal period.

Meal periods may be staggered to meet the job requirements.

9. All wages must be paid weekly on the job. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge, in accordance with the provisions of the California State Labor Code.

APPENDIX E

Special Working Rules for Acoustical Installers

1. The following Special Working Rules for Acoustical Installers adopt all the provisions of the Carpenters Master Labor Agreement, except as such provisions are modified and superseded by these Special Working Rules.

2. Trainees:

(a) There is hereby established a training program and a Local Training Committee for this occupation.

(b) No Acoustical Installer trainee shall be allowed to work without a journeyman in the crew. The ratio of Acoustical Installer trainee shall be one (1) trainee to four (4) journeymen.

(c) The workday, workweek and working conditions associated therewith shall be the same for the Acoustical Installer trainees as the journeyman.

3. Related Instruction:

The Local Joint Training Committee shall consist of three (3) representatives of the Union and three (3) representatives of the Contractors who shall meet and establish standards for a training program. Should the Local Joint Training Committee find that its work load warrants the establishment of additional Training Committees in other areas covered by the Agreement, the Committee shall give prompt consideration to the establishment of such other Committees.

4. Transfers:

Transfer of Acoustical employees shall be unlimited within the Southern California Counties covered by this Agreement. However, the Employer shall notify the Regional Council having area jurisdiction prior to the start of a job or project. In the event qualified Acoustical Installers are available and registered for work as qualified Acoustical Installers or trainees with the Regional Council, such men shall have preference regarding employment, when called for by the Contractor.

6. Tools:

The following tools, when needed, shall be furnished by the individual Employer, and shall not be furnished by the employees: (1) Pop Riveters; (2) Whitney Punchers; (3) Water Levels; and (4) Staple Guns.

The foregoing tools will be issued to the employee for retention during his period of employment with the Contractor. The employee shall return all such tools to the Contractor, at such time as the employee severs his employment with the Contractor.

7. The provisions of Paragraph 1609 shall apply to any employees working on Saturdays,

Sundays or holidays.

8. (a) When an employee is required to remain overnight at a location away from his home, the Contractor shall pay for expenses incurred by the employee at the rate of $45.00 per day, or actual expenses, whichever is less.

(b) Where payment is applicable, payment shall be made to the employee who turns in receipts to indicate the necessity of such expense. Such receipts may be turned in weekly or on termination of the requirement, whichever occurs sooner.

9. Acoustical Industry Fund.

For the purpose of protecting, improving and advancing the interests and welfare of the acoustical industry, its individual contractors and employees, Contractors agree to contribute the sum of twenty cents ($0.20) per hour for each hour worked or paid for by employees performing work covered by this Agreement on Acoustical Installation to the Acoustical Industry Advancement Fund, a Taft-Hartley Trust Fund which is jointly administered and created for this purpose. The Contractor adopts and agrees to be bound by the terms of the Trust Agreement establishing the Acoustical Industry Advancement Fund, and further agrees to observe and be bound by the actions and determination of the Board of Trustees of said Trust.

10. Work Preservation Committee

The parties will establish a Work Preservation Committee consisting of three representatives designated by the Union and three representatives designated by the Acoustical Contractors Association. The Committee will be authorized to approve modifications to this Agreement on a project-by-project or area wide basis for the purpose of increasing the competitiveness of union contractors and preserving work opportunities for union employees and employers. The Committee will also be authorized to adopt rules and regulations governing its operation. Any modifications must be approved by at lease one member appointed by management and one appointed by labor.

11. Industry Advancement

(a) The parties will have monthly meetings to address and resolve Acoustical Industry issues.

(b) The Acoustical Apprenticeship Committee will meet with parties to revise the apprentice program to provide more acoustical course work and to review the current steps and hours of the program.

(c) Journeyman training will be provided and a certification program in different aspects of acoustical work will be created.

12. Job Registration

Each Contractor shall notify the Union in writing, on a uniform job registration form to be provided by the Contract Administration Committee, of the location of all new projects on which he will be performing work covered by the Agreement on Acoustical Installation

(Agreement). Such notice shall be given at least 48 hours prior to the commencment of work and shall contain all the information required by the Contract Administration Committee. The Union may withhold or withdraw workers from the contractor for failure to comply with the job registration requirements.

13. Bonding

(a) Each Contractor providing more than incidental acoustical work shall secure the payment of all trust fund contributions and wage and money payments required by the Agreement by positng a surety bond in the amount of not less than $10,000.00.

(b) The parties to the Contract Administration Committee established in the Drywall/Lathing Master Agreement have agreed to the establishment and operation of the Grievance Obligation Trust Fund to satisfy the requirements to secure the payment of all Trust Fund contributions, wages and money payments (excluding waiting time and/or liquidated damages) required by the Agreement. Each Contractor or its successor bound to this Agreement shall pay to the Contract Administration Committee, an annual fee of $250.00, or such other sum as may be determined by the directors of the Contract Administration Committee, as such Employer ₣s contribuiton to the Grievance Obligation Trust Fund.

(c) If for any reason the Grievance Obligation Trust Fund ceases to function during the term of this or its successor Memorandum of Understanding, then each Contractor shall axquire a surety bond as outlined in (a) above.

APPENDIX F

Special Rules for Residential and Allied Construction

1. Work Jurisdiction: In addition to the Working Rules contained in the Carpenters Master Labor Agreement, (hereinafter referred to as the MLA), the following Special Rules for Residential and Light Commercial Framing and Allied Construction shall pertain to the wages to be paid as well as the manner in which fringe benefit contributions shall be handled on all rough and finish carpentry work performed in wood frame construction of all single family residences, apartments, condominiums, motels, inns, hotels or convalescent homes, in the Twelve Southern California Counties, namely, Los Angeles, Orange, Riverside, San Bernardino, Ventura, Kern, Inyo, Mono, Imperial, Santa Barbara, San Luis Obispo and San Diego.

The MLA and Appendix F will also be applicable to all wood frame construction on any commercial project except: (a) projects with a total project cost, excluding land, in excess of 5 million dollars; (b) work on panelized roof structures; (c) concrete form work; (d) public work projects; and (e) Trust funded projects. In San Diego County, there will be no dollar limit on the size of the project as long as it is a wood frame project of four stories or less. All jobs covered by this provision shall be registered as provided for in this Appendix F. Commercial projects which do not come within the terms of this paragraph shall be done under the wages, hours and other conditions specified in the Carpenters Master Labor Agreement unless a special exemption is approved by the Work Preservation Committee as provided for in Article XXVII of the MLA. The Work Preservation Committee shall establish a subcommittee specifically to hear requests submitted under this Appendix.

2. Registration: The signatory Contractor, and his subcontractors, if any such work is subcontracted to any tier of Contractors, must both register the job or project with the Appendix F Administrator of the Field Office of the Southern California Carpenters Trust Funds and the Regional Council prior to the start of construction and supply all requested information on a uniform Job Registration Form supplied by the Trust Field Office.

3. Timing of Registration: Each Contractor shall notify the Union in writing, on a Job Registration Form to be provided by the Appendix F Administrator, of the location of each job on which he will be performing work covered by this Agreement. Such notice shall be given prior to the commencement of work. On jobs where the time factor does not permit the registration of jobs prior to their commencement, the Contractor shall notify the Regional Council office by telephone giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the Contractor to the Appendix F Administrator within forty-eight (48) hours thereafter. The Union may withhold or withdraw workmen or employees from the Contractor for failure to comply with this Paragraph. A grievance may also be filed by the Union or the Trust Funds for noncompliance with job registration requirements.

4. Union Remedies: The Union shall have the right to take any legal or economic action including withdrawal of services and strike action against any Contractor that:

(a) fails or refuses to abide by a decision of the Arbitrator under Article VI of the MLA;

(b) fails or refuses to pay benefit hours as required by this Appendix; or

(c) fails or refuses to register a job as required under this Appendix.

5. Payroll Checks and Trust Fund Remedies: All money paid to employees covered by this Appendix must be shown on the Contractor ₣s payroll; and the employee ₣s payroll check shall show the number of benefit hours paid. Payments by second check or cash are prohibited. If such violations are found or if a Contractor fails or refuses to register a job as provided under this Appendix, then the Trust Funds may follow any one of three alternatives:

a. Follow the formula of Articles I, XVII, XX, XXI, XXII, and XXIII of the MLA.

b. Take the square footage including garages, carports, porches, overhangs, breeze ways, atriums, balconies, and entryways and estimate the number of hours per 100 square feet worked on the particular project and multiply said hours by the fringe benefit rates.

c. Determine the contract price on the particular project and estimate the hours from it, then multiply those hours by the fringe benefit rates.

6. Trust Fund Damages: Whenever any of the above alternatives are used in determining fringe benefits due, liquidated damages along with interest as provided for in the MLA and/or Carpenters Trust Agreements for Southern California, legal fees, and audit costs, as determined by the Trust Funds, shall be added from the due dates.

7. Pneumatic Nailers: For purposes of determining monies due the Trust Funds in applying the alternative computations in the event of failure to timely comply with the procedures of this Appendix, pneumatic nailers on a rental or lease basis will not be included in such calculations.

8. Journeymen Scale: Effective July 1, 2002, and notwithstanding anything else to the contrary in the MLA, scale for journeymen carpenters performing work covered by this Appendix shall be $22.04. Any lower or negotiated wage, or any system of paying on a piece work basis, must be approved by the Work Preservation Committee prior to the start of the job. If the Work Preservation Committee approves a manner of payment other than on an hourly basis it will also establish criteria for calculating the fringe benefit hours owed for such work.

9. Apprentices:

(a) Apprentices performing work covered by this Appendix shall be paid the following percentage of said journeymen scale:

TRAINING PERIOD	ON THE JOB HOURS	PERCENTAGE	BENEFIT CODE
1st Period	600	40%	(1)
2nd Period	600	50%	(1)
3rd Period	600	60%	(1)
4th Period	600	65%	(2)
5th Period	600	70%	(2)
6th Period	600	75%	(2)
7th Period	600	80%	(2)
8th Period	600	90%	(2)
Journeyman	600	100%	(2)

* Contribution Schedule effective 7/1/2002

(1)	Health and Welfare	$2.45
	Apprenticeship	$0.30
	Vacation/Supplemental Dues	$1.88
	(except for 3rd period which receives $2.88)	
	Cooperation Committee	$0.21
	Contract Administration	$0.02
	Grievance Trust	$0.03
	Construction Industry Adv. Fund	$0.05
(2)	Pension	$1.01
	Health and Welfare,	$2.45
	Apprenticeship	$0.34
	Vacation/Supplemental Dues	$2.88
	Cooperation Committee	$0.21
	Contract Administration	$0.02
	Grievance Trust	$0.03
	Construction Industry Adv. Fund	$0.05

(b) Notwithstanding any other provision in the MLA or this Appendix, the Contractor shall be allowed to have up to one (1) apprentice for each journeyman on projects covered by this Appendix provided the work can be safely performed with such a ratio and approval is first obtained from the Secretary of the Regional Council.

10. Maintenance of Benefits: The Contractor agrees to maintain fringe benefit contributions at the level called for in the Carpenters Master Labor Agreement. (See Attachment 1 to MLA).

11. Fringe Benefit Cap: For all work covered by this Appendix there will be a 35 hour per week cap on all straight time fringe benefit contributions. There will not be a seven hour per day cap (benefits on overtime hours shall be paid on the basis of hours worked or paid for). To take advantage of this cap the job must be properly registered.

12. Supplemental Dues: Effective July 1, 2002, Contractor agrees to contribute to the Twelve County Carpenters Vacation Savings and Holiday Plan the amount of eighty-eight ($0.88) cents per hour for each benefit hour paid for work performed by employees under this Appendix. Said amount shall be subject to change to conform to increases to the contribution rate established by the Twelve County Carpenters Vacation, Savings and Holiday Plan. See Article III and XXII of the MLA. Supplemental dues shall be paid separately from and not deducted from any piece rate approved by the Work Preservation Committee.

13. No Premium For Power Equipment: No Contractor shall be requested to pay any premium rate for any work covered by this Appendix, including a premium for any employee operating a semi-mobile self-erecting tower crane, forklift, pettibone, leod or any other type of power equipment used to move materials around the jobsite all of which come within the work jurisdiction clause of the MLA and this Appendix F.

14. Term: This Appendix F shall extend through June 30, 2003, and from year to year thereafter. This Appendix may be terminated by either party giving notice to the other at least sixty (60) days prior to the termination date of this Appendix. Termination of this Appendix shall not terminate the MLA. In the event this Appendix is terminated by either party prior to the termination date of the MLA, and no new Appendix is agreed upon, all work covered by this Appendix shall be performed under the terms of the MLA, except that any project started under this Appendix, and properly registered, may be completed under the terms of this Appendix.

APPENDIX G
Special Working Rules for Divers on Construction Work

ARTICLE I

The following Special Working Rules for Divers on Construction Work are in addition to all the provisions of the Carpenters Master Labor Agreement and Appendix A, which govern the employment of divers and tenders on construction work, except as modified by these Special Working Rules.

It is understood that there may be other agreements affecting the employment of Divers under Appendix G. The terms and conditions of these agreements will be available to any Employer signatory to this Agreement.

The terms of this Appendix G Diving Agreement are open to further negotiations when the Employer and Union agree that a specific project requires further evaluation.

ARTICLE II
DEFINITIONS:

(1) DIVE MASTER:A Dive Master is in charge and responsible for all aspects of the dive operation, supervising all personnel in dive crew/team. The Dive Master will always be the D.P.I.C.

(2) DIVER: A Diver is a person who wears a type of diving gear which directly supplies him compressed air or other gases for breathing purposes and who personally enters and descends below the surface of the water, or any liquid medium, to work at the ambient pressures encountered therein. For the purposes of this Agreement, a person working in a submerged one atmosphere bell/vehicle is considered a Diver. Minimum crew size will be one (1) diver, one (1) tender, one (1) Assistant Tender. All dive crew members are qualified to be D.P.I.C.

(3) STANDBY DIVER: A Stand-By Diver is a person required to be on duty for any day or part thereof, but who has not been required to descend below the surface of the water or any liquid medium or be put under pressure in a chamber. A Stand-By Diver is also a person, dressed in at the dive location, immediately available to assist a Diver in the water for safety purposes.

(4) TENDER: A Tender is a person who, from above the surface of the water or liquid medium, aids and assists the Diver by coordinating topside activity; aids in dressing and undressing the Diver; maintains communications with the Diver; and generally maintains the diving equipment on the jobsite.

(5) ASSISTANT TENDER: An Assistant Tender is an extra Tender available to assist the Diver's regular Tender by handling tools, equipment and diver's hose.

(6) MANIFOLD OPERATOR: A technician qualified to operate a manifold and/or mixer of helium, oxygen or other gases for the purposes of providing the proper mixture of these breathing gases to the Diver or Divers.

(7) **FSW:** Feet of Sea Water or equivalent static pressure head.

(8) **DIVER'S REGULAR HOURLY RATE:** Pile Driver Foreman's hourly rate plus one dollar ($1.00) per hour.

(9) **WET PAY:** The premium a Diver is paid for actually descending below the water's surface. This amount shall be equivalent to the Diver's regular hourly rate.

(10) **D.P.I.C.** Designated person in charge (per OSHA regulations).

ARTICLE III
PAY SCALES

Any classification of Dive, crew or team shall receive a minimum of eight (8) hours pay at the appropriate pay rate for any day or part thereof worked.

A. STANDBY DIVER

A Diver who is not required to dive shall receive the Diver's regular hourly rate.

B. DIVER DIVING:

1. A Diver who is required to descend from the surface shall receive the Diver's regular hourly rate, plus a wet pay rate equivalent to the Diver's regular hourly rate, for depths up to and including 50 feet. When it is necessary for a Diver to descend below the surface of the water to depths in excess of 50 feet, a premium according to the following schedule shall be paid, in addition to the Diver's regular hourly rate plus wet pay as determined above:

DEPTH BELOW WATER SURFACE (FSW)	AMOUNT OF PREMIUM PER FOOT
50 ft. to 100 ft	$2.00
101 ft. to 150 ft	$3.00
151 ft. to 220 ft	$4.00
221 ft. and deeper	$5.00

2. The actual depth in FSW shall be used in determining depth premium.

3. **Premium Rates for Diving in Enclosures:**

(a) Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, a premium according to the following schedule shall be paid, in addition to the Diver's regular hourly rate, plus wet pay, and any applicable depth pay.

DISTANCE TRAVELED FROM ENTRANCE	AMOUNT OF PREMIUM PER SHIFT
0 ft. to 25 ft	N/C
25 ft. to 300 ft	$1.00 Per Foot

(a) When it is necessary for a Diver to enter any pipe or tunnel or other enclosure over 300 feet from entrance or less than 48" in height, the premium will be by mutual agreement, between the diver,the Union and the contractor, but never less than $1.00 per foot.

(b) Premiums shall be paid under (a) or (b) above, but shall not be paid under both. These premiums are per day, midnight to midnight and shall be determined from point of entry.

4. **BELL/VEHICLE OR SUBMERSIBLE OPERATOR DIVING NOT UNDER PRESSURE, ETC.:** One atmosphere bell specifically designed for construction work (including Jim Suits, etc.) and self-propelled manned submersible operators shall be paid the Diver's regular hourly rate plus premiums. It is understood that engineering, inspection, and management personnel who use a one atmosphere bell from time to time may be covered by this Agreement.

C. MANIFOLD OPERATOR

1. For days on which mixed gas diving is not conducted, a Manifold Operator shall receive Pile Diver Foreman's scale.

2. For days on which mixed gas diving is conducted, a Manifold Operator shall receive Pile Driver Foreman's scale, plus five dollars ($5.00) per hour.

D. TENDER:

1. A Tender shall receive the hourly rate of the classification of Pile Driver Foreman when he is required to be on duty regardless of whether any diving is actually performed or not.

2. The Tender shall receive a premium equivalent to one (1) hour at the straight-time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

E. An Assistant Tender shall receive the hourly rate of the classification of Pile Driver.

F. Depth and enclosure premiums are in addition to the base or overtime rate and are not to be used in calculating overtime.

G. MISCELLANEOUS:

(A) This Agreement does not include any gear or special equipment rentals.

A. Fringe benefits are due as specified in the Carpenter's Master Labor Agreement for Southern California for each hour worked or paid for with the exception of premiums.

B. Employees may be required to perform any combination of work within the Diving team/crew.

C. It is understood that the Diver will dive up to the total depth times covered in Article IV, Section D without additional premiums.

ARTICLE IV
SAFETY & HEALTH WORKING RULES

The Union and the Contractors recognize that the work in which they engage is both highly specialized and extremely technical in nature, and that unless continuous and effective safety practices are employed, the possibility of accidents of extreme gravity to life, limb and property will always be present.

Safety shall have the highest of priorities in this Agreement.

A. All Federal and State Safety Rules, regulations, orders and decisions shall be binding upon the individual contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions. The individual contractors shall be solely responsbile for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Unions or District Councils are responsible for such implementation or maintenance.

A copy of the appropriate rules and regulations must be on the jobsite and be available to all members of the dive team.

B. When a Diver is performing diving work under the terms and conditions of this Agreement, he shall be tended by a Tender who is satisfactory to the Diver concerned.

ARTICLE V
SUBSISTENCE AND TRAVEL

A. Within ninety (90) road miles from the Local Union at Wilmington or San Diego, California, to the center of the construction jobsite and/or sites on the project or ninety road miles from the employee's principal place of residence, over the most direct traveled route, a free zone is hereby established wherein no travel expense, transportation expense or subsistence shall be required. No Employee will receive subsistence or travel time if the employee's principal place of residence is within ninety (90) road miles of the project regardless of whether the employee's principal place of residence is in or out of the free zone. Additionally, no subsistence will be paid to an employee if the project or jobsite is in the free zone regardless of the distance the employee must travel to the project or jobsite.

B. On jobs located ninety (90) or more road miles from the Local Union to the center of the construction jobsite and/or sites on the project over the most directly traveled route, employees shall be compensated on the following basis:

1. Forty-five dollars ($45.00) per workday as a subsistence allowance, except where there are work stoppages by an Act of God or conditions beyond the control of the Contractor.

2. In the event employees provide their own transportation, they shall receive twenty-five cents ($0.25) per mile for transportation expenses between the Local Union office or Call Board and the center of the construction jobsite and/or sites on the project, at the

beginning and conclusion of their employment. The return transportation expense will not be payable if the employee quits his job before work is completed or before 30 calendar days, whichever is sooner, or if he is discharged for cause.

C. In cases of dispute in measuring road miles from the Local Hall or Call Board of Local Union 2375, the facilities of the Automobile Club of Southern California shall be used as the determining factor.

The following named islands are hereby established as suitable room and board zones, provided by the Contractor:

(1) Richardson Rock, (2) Santa Cruz Island, (3) Santa Rosa Island, (4) San Miguel Island, (5) Arch Rock, (6) San Clemente Island, (7) Anacapa Island (Channel Island Monument), (8) San Nicholas Island, (9) Santa Barbara Island, (10) Santa Catalina Island.

D. The Contractor is not obligated to pay the subsistence allowance provided herein if the Local Union is unable to furnish qualified and competent employees from its hiring list of Journeymen for work in the subsistence area. The Contractor shall abide by Article II of the Master Labor Agreement in his hiring procedure.

E. In lieu of subsistence for any day, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project, for each working day in compliance with California State Laws.

F. The Contractor agrees to pay travel time each way from the point of embarkment to the jobsite. This paragraph applies to travel time involved from the point of embarkation to the site of all offshore construction projects. Time paid for travel time is to be paid at the straight-time rates on any day of the week and is not to be counted for overtime computation.

G. Employees living aboard floating or other offshore quarters provided by the Employer located at the worksite:

1. And who are ready, and available for work at the start of their regular shift Monday through Friday shall receive a minimum of eight (8) hours pay at their applicable hourly rate of pay.

2. And who are required by the Employer to standby on Saturday, Sunday and holidays, but not put to work, shall receive a minimum of eight (8) hours pay at the applicable overtime rate of pay.

ARTICLE VI
WORKING RULES
STARTING TIMES, SHIFTS AND OVERTIME

A. Except as modified by this Appendix G, the provision of the Carpenters Master Labor Agreement, Article XVI, and Appendix A Working Rules shall apply to this Appendix G.

B. Reporting for work: Any workman or employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hour at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report.

ARTICLE VII
DEEP WATER, BELL/VEHICLE SYSTEM TOTAL SATURATION DIVING AGREEMENT

The Employer and the Union agree that the work covered under this Agreement or using diving apparatus, will be performed by employees represented by the United Brotherhood of Carpenters and Joiners of America.

This Agreement shall apply to and cover the following Classifications: Foreman, Divers, Tenders, Operators, Remote Controlled Vehicle (RCV), Remote Operated Vehicle (ROV).

All of the terms and conditions of this Agreement will be incorporated into the Southern California Carpenters Master Labor Agreement, Appendix G.

The Diving Contractor and the Union agree that the strong intent of this Agreement is that only experienced and highly qualified Journeyman will be employed.

ARTICLE VIII
TYPE OF WORK WITHIN THE JURISDICTION OF THIS AGREEMENT

Bell/Vehicle Diving or Total Saturation Systems specifically including, but not limited to, all underwater and deck work in support of same when using surface supplied air or mixed gas.

The work covered by this Agreement shall include all work under the jurisdiction of the Southern California Master Labor Agreement.

ARTICLE IX
SAFETY

A. The Union and the Contractors recognize that the work in which they engage is both highly specialized and extremely technical in nature, and that unless continuous and effective practices are employed, the possibility of accidents of extreme gravity to life, limb and property will always be present.

SAFETY SHALL HAVE THE HIGHEST OF PRIORITIES IN THIS AGREEMENT.

B. All Federal and State Safety Rules, regulations, orders and decisions shall be binding upon the individual Contractor and shall be applied to all work covered by this

Agreement. No worker shall be required to work under unsafe conditions. The individual Contractors shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Unions or District Councils are responsible for such implementation or maintenance.

C. Upon initially reporting for work, each foreman shall be provided with a list of available medical doctors with thorough training in, and knowledge of, the medical problems associated with submarine medicine. This list shall also be permanently posted on the work site.

D. **DIVER FATIGUE**. All divers making mixed-gas dives must have at least eight hours of sleep within the last 24 hours.

E. **PHYSICAL EXAMINATIONS.** A Diver, when first accepting a job from a Diving Contractor, providing he has not had a physical in the preceding 12 months, must be given a medical examination by the diving contractor conforming to schedules recommended by the appropriate Government Agency.

ARTICLE X
WORKING RULES AND CONDITIONS GOVERNING PRESSURIZED BELL/VEHICLE DIVING AND/OR SATURATION DIVER

A. DEFINITIONS:

1. DIVER: A Diver is a person who wears a type of diving gear which directly supplies him with compressed air or other gases for breathing purposes and who personally enters, and descends below, the surface of the water or any liquid medium to work at the ambient pressures encountered therein. For the purposes of this agreement, a person working in submerged bell or vehicle is considered a diver.

2. BOUNCE OF SHORT DURATION DIVING USING THE PRESSURIZED BELL: Consists of a Diver going under pressure to a given depth, spending a short period of time consistent with current diving tables, and then coming to the surface and decompressing on short decompression profile. Minimum crew size will be a total of seven (7) men.

3. BELL DIVING UNDER PRESSURE: For short duration dives using a bell, in addition to the Diver's regular hourly rate, plus depth premium. This premium is per day, midnight to midnight and shall be paid regardless of whether or not the Diver actually leaves the bell.

4. SATURATION MODE OF DIVING

(1) Consists of a Diver living under pressure continuously until a work task is complete and then decompressing at a saturation decompression profile. It shall be permissible to saturate two divers to complete a work task that prohibits short duration diving with a minimum

crew of ten (10) men, plus additional personnel as required.

(2) On saturation work, where more than two divers are required to be saturated (diving is required around the clock), the minimum crew will be a total of fifteen (15) men.

WAGES, HOURS AND WORKING CONDITIONS

CONDITIONS:

1. Diving Bells are used to carry the divers to and from their work site and are capable of locking onto deck decompression chamber or complexes for living and/or decompression that is suitable to the divers and will pass all current requirements in areas of work; i.e. State, Coast Guard, Federal.

2. All members of the diving crew are classified as follows: Dive Master, Divers, Tenders, Technicians, Manifold Operators, Pressurized Submersible Operators, RCV and ROV Operators.

3. There is a minimum of two (2) men with the diving system at all times to ensure and protect the integrity and safety of the diving equipment through daily maintenance.

4. Paragraph 3, above, shall not apply on a call out basis.

5. **WAGES (DAILY RATE):**

a. SHORT DURATION DIVING

A diver using surface supplied air or helium-oxygen receives standby pay of pile diver foreman scale plus $1.00 per hour with a minimum of eight (8) hours. When required to descend below the surface of the water, he will be paid twice the standby rate plus depth premium.

b. SHORT DURATION BELL/VEHICLE DIVING

Short duration diving or bounce dive using the Pressurized Bell/Vehicle; Divers pay rate, diving wet pay plus applicable depth premium. Wet or dry, midnight to midnight.

c. SATURATION DIVING

Current divers standby rate until saturation starts. Once under pressure, the rate will be six (6) times diver's 8-hour minimum standby rate (24 times straight time hourly wet pay rate); plus bonus for applicable depth or pressure. The pay remains the same for either non dive or dive days. This rate constitutes payment for the entire 24-hour period measured from midnight to midnight.

d. DIVE MASTER

A diving foreman shall receive a diver's hourly wet pay plus $1.50 per hour. Foreman shall not dive except in a life threatening emergency.

e. ASSISTANT DIVE MASTER

A diver's assistant foreman shall receive the diver's hourly wet pay, plus $1.00 per hour.

f. DIVERS RATE

A diver's standby rate is a pile driver foreman's scale, plus $1.00 per hour, with a minimum of an eight (8) hour shift.

g. TENDER'S RATE

Tenders will be paid the same hourly rate as a pile driver foreman, with a minimum of an eight (8) hour shift. EMT Technician, as system tender, will be paid the same hourly rate as pile driver foreman, with a minimum of eight (8) hour shift.

h. MANIFOLD OPERATOR

A manifold operator will be paid a pile driver foreman's scale plus $5.00 per hour while operating the manifold. All other technicians and support personnel will be paid at the rate of a pile driver man.

i. SURFACE RCV AND ROV OPERATOR, wage scale same as Piledriver Foreman.

j. SURFACE RCV AND ROV TENDER/TECHNICIAN wage scale same as Piledriver.

k. SATURATION DEPTH PAY BONUS

$1.00 per foot of pressure shall be paid per diver per 24 hours, from midnight to midnight, from surface (wet or dry).

l. STANDBY ALERT TIME: Standby alert time on beach shall be one standby shift per 24 hours. Increased bottom times and depths may be negotiated between the Contractor and the Union as new experiments may prove feasible.

6. HOURS AND OVERTIME

a. SUPPORT PERSONNEL

When twelve (12) hour shifts are worked, the starting time for each shift shall be established within one (1) hour of 12:00 a.m. and 12:00 p.m., unless mutually agreed to the contrary by the parties. The pay for the first eight (8) hours of any twelve (12) hour shift,

Monday through Friday, shall be paid at the regular hourly wage rate (1x), and time and one-half (1½x) the regular hourly wage rate shall be paid for the balance of the shift.

b. SATURATION CREWS

Overtime for people under Saturation begins Friday midnight and ends midnight Sunday. The following holidays, or days celebrated as such, shall be paid at double the straight-time rate: (1) New Year's Day, (2) Memorial Day, (3) Independence Day, (4) Labor Day, (5) Veteran's Day, (6) Thanksgiving Day (7) The day after Thanksgiving Day and (8) Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday.

c. SHIFT PERSONNEL WHEN BILLETED OFFSHORE

The employer may establish two (2) twelve (12) hour shifts. When working such shifts the starting time for diving support personnel shall be established within one (1) hour of 12:00 a.m. or 12:00 p.m. unless mutually agreed to by parties. When working twelve (12) hour shifts, starting time for divers shall be established as beginning when the diver is summoned to perform tasks by diving foreman or by a party to whom he has delegated this authority. If extenuating circumstances prevent at least a six (6) hour rest period between shifts, the personnel working such shifts shall be paid during the rest period and overtime rates will apply. The contractor agrees that he will make every reasonable effort to restrict such activity to strictly extraordinary situations.

d. Diver is to receive a minimum of twelve (12) hours standby pay per day.

e. All work on Saturday will be paid at time and one-half (1½x) the regular hourly wage rate. All hours worked on Sunday and holidays will be paid at double (2x) the regular hourly wage rate.

7. CREW SIZE CONCERNING BOUNCE AND/OR SATURATION DIVING

a. **Bounce of Short Duration Using Bell.** Consists of a diver going under pressure to a given depth, working a period of time consistent with current tables and then coming to the surface and decompressing. Minimum crew size will be a total of seven (7) men.

1 - Dive Master
1 - Manifold Operator
3 - Divers
2 - Systems Tenders

b. **Saturation Diving.** Consists of diver living under pressure continuously until work task is complete and then decompressing at a saturation decompression profile. It shall be permissible to saturate two (2) divers to complete work task that prohibits short duration diving with a minimum crew of ten (10) men. On Saturation work, where more than two (2) divers, but not more than four (4) divers, are required to be saturated, the minimum crew to maintain

the operation around the clock will be fourteen (14) men. The number of men needed for this operation shall be consistent with the job requirements and the safety requirement.

c. **Saturation Crew Breakdown**

2 - Dive Masters
2 - Manifold Operators
4 - Divers
2 - Technicians
4 - Systems Tenders, 2 shall be E.M.T. Technicians

In the event that any of the diving crew on paid shore standby alert finds it necessary to go off alert, he will be off the payroll during the time he is not on alert and the diving contractor will hire a man on a temporary basis to replace him.

8. DIVING CREW STEWARD

Diving Crew Steward will be appointed on each job by the Union. All provisions of the Master Labor Agreement pertaining to Job Stewards shall apply.

9. HIRING

a. All dispatches and job clearances for the members of diving crews working offshore will be dispatched through the Piledrivers Local Union 2375. To avoid duplication or order and to effect an orderly hiring procedure, the Diving Contractor agrees that when calling the Union for men, to designate a responsible representative which the Union will recognize as the Agent of the Diving Contractor with the authority to hire. "The Union shall maintain an exclusive non-discriminatory hiring hall to fill requisitions for personnel on the diving crew. The Diving Contractor agrees to give preference to Local area personnel where feasible.

b. An employee employed by one or more of the Contractors for a period of eight (8) days continuously or cumulatively shall be, or become on the eighth day or eight days after the effective date of the Agreement, whichever is later, a member of the Union and shall remain a member of the Union as a condition of continued employment. Membership is such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such 'Union'".

c. Divers can be flown directly to the jobsite with a dispatch, after first notifying the hiring hall. All pertinent information such as name, social security number and their local union number and location will be given to the Union prior to work or not later than 24 hours. The Contractor shall be the sole judge of the qualifications of the men (diving crew).

C. GRIEVANCE PROCEDURE

Procedure for settlement of Grievance and Disputes shall be conducted in the manner provided for in the Southern California Master Labor Agreement.

D. COVERAGE

1. Work covered by this Labor Agreement, and these Special Working Rules for Divers on Construction Work, shall include construction work (except as excluded below) and work performed from oceanographic and/or research vessels, seismographic and/or other vessels operating either temporarily or permanently out of ports in Southern California, and in all areas located the distance one-half way from Local 2375 to the nearest Pile Drivers Local affiliated with the United Brotherhood of Carpenters and Joiners of America, and shall include work concerning fisheries research and all other types of oceanographic and marine research and/or experimental bell diving work requiring the use of deck decompression chambers with submersible diving chambers.

2. The work covered by this Agreement and this Appendix shall include all work under the jurisdiction of the Union and the United Brotherhood of Carpenters and Joiners of America, and shall include, but not be limited to, such work as described as follows:

Commercial diving in all its branches and phases, such as the salvage of all ships, vessels and barges, etc., the underwater repair, removing, dismantling, demolition, burning and welding in all marine salvage operations; all underwater construction and reconstruction, and the salvage and removing of all underwater structures; underwater inspections and repair of hulls, docks, bridges and dams, underwater pipelines, sewage and water systems, underwater suction and discharge lines such as those used at chemical plants, pulp mills, and desalinization plants; inspecting, surveying, removing, rescuing and recovering of all objects below water surface; all underwater work necessary on offshore oil platforms, permanent or temporary, including all floating drill rigs and jack-up platforms; all underwater well completion; all underwater work on pipelines and hookups including petroleum, gas, water and sewage systems; the laying of underwater power and/or communications cables where diving is necessary; all offshore marine mining and dredging operations using Divers in any phase of their work seeking minerals and/or precious metals, etc.; all petroleum, fisheries, oceanographic research and experimental work where the use of Divers are necessary; all underwater demolition and blasting work requiring the use of Divers; the term underwater structures shall include beached or sunken vessels and other marine equipment.

E. Area of Jurisdiction

This Agreement and the Special Working Rules for Divers on Construction and the Trust Agreements shall apply to all areas within the jurisdiction of Local 2375 and the areas shall include the 12 Southern California Counties; Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, Mono, San Diego Counties and the areas described as Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, San Clemente Island, Santa Catalina Island, San Miguel Island, Santa Rosa Island, Anacapa Island (Channel Island Monument), Santa Barbara Island, including all offshore waters and waters of the continental shelf seaward from the boundaries of the southern half of the State of California; and including all inland waters, rivers and lakes, natural and/or man-made, within the boundaries of the Counties of Southern California, the five southern counties of Nevada: Clark, Lincoln, Nye, Esmeralda and Mineral, and the State of Arizona.

APPENDIX H

SPECIAL WORKING RULES FOR RESIDENTIAL SHINGLERS

The following Special Working Rules for Residential Shinglers adopt all the provisions of the Master Labor Agreement, except as such provisions are modified by these Special Working Rules.

1. **ROOF LOADER OF SHINGLES** (70 percent of Journeyman's scale)($14.00)

ROOF LOADER TRAINEE WAGES

PERIOD	HOURS	PERCENTAGE	CODE	WAGE RATE
1st Period	600	45%	(1)	$ 6.75 (min wage)
2nd Period	600	50%	(1)	7.00
3rd Period	600	60%	(1)	8.40
4th Period	600	70%	(2)	9.80

* Contribution Schedule

(1) Health and Welfare, Vacation/Supplemental Dues, Grievance Fund, Residential Industry Contract Administration.

(2) Pension, Health and Welfare, Vacation/Supplemental Dues, Grievance Fund, Residential Industry Contract Administration.

Pay period advancement will be based on MINIMUM of hours worked on-the-job per schedule above. Percentage indicated is of the Roof Loader classification rate of pay.

2. COVERAGE

It has been agreed by the parties that all roofing of any description, including asbestos, cement, fiber glass, wood, composition, slate, and future substitute type of roofing are covered by this Appendix H.

3. FRINGE BENEFITS

When an Employee is paid an amount equivalent to, or greater than, the appropriate weekly wage of the area work week, only a full work week of contributions need to be paid to the Trust fund, (Thirty-five (35) hours per work week as explained in Section 6) plus 7/8 of the actual hours of overtime worked.

4. WAGES, JOURNEYMEN AND APPRENTICES

The wage rate for journeymen performing shingling work shall be a minimum of $20.01 per hour worked.

PERIOD	HOURS	PERCENTAGE	CODE	WAGE RATE
1st Period	200	40%	(1)	$ 8.00
2nd Period	350	50%	(1)	10.00
3rd Period	350	60%	(1)	12.00
4th Period	750	70%	(1)	14.00
5th Period	750	80%	(2)	16.00
6th Period	750	90%	(2)	18.00

* Contribution Schedule

(1) Health and Welfare, Vacation/Supplemental Dues, Grievance Fund, Residential Industry Contract Administration.

(2) Pension, Health and Welfare, Vacation/Supplemental Dues, Grievance Fund, Residential Industry Contract Administration.

5. REGISTRATION

The Contractor will fill out a Job Registration form, which will be supplied by the Union to the Contractor. The Job Registration form will be filed with the Union at least 48 hours prior to the commencement of work.

6. REPORTING OF TRUST FUND BENEFITS

Beginning July 1, 2002 the Contractors will be obligated to pay the following fringe benefit contributions:

Pension Trust Fund	$1.01
Health and Welfare Trust Fund	$2.45
Vacation/Supplemental Dues (1st and 2nd period receive $1.88)	$2.88
Grievance Trust Fund	$0.03

In no event will contractors be required to pay the Trust Funds more than thirty five (35) benefit hours for one work week, Monday through Friday, whether paid on an hourly or piecework basis, including Foreman. These rates shall be maintained at the level set forth in the MLA

7. TEAR-OFF WORK

1. The parties agreed that the Contractors could utilize first period apprentices to perform the work of tearing off previously existing roof structures. There shall be no Journeyman to apprentice ratio in the performance of tear-off work.

2. In addition to first period apprentices being used to tear off previously existing roofs, there shall also be a classification of employee called a TEAR OFF MAN. This employee shall receive a wage rate of six ($6.75) dollars per hour plus vacation/supplemental dues contributions. (The Employer or his representative shall notify the Local Union having jurisdiction over the work when such tear off man is hired.)

8. LOADERS

Journeyman Loaders hired on or after May 12, 1988 will be entitled to receive 70 percent of Journeyman's rate.

9. SUBCONTRACTING

1. Notwithstanding anything to the contrary in the MLA, the Contractor may subcontract stocking and scraping to any Contractor who is a signatory to this Agreement

(a) Where stocking is performed by the seller of the material, whether a manufacturer/distributor or dealer, and whether the price listed on the invoice includes an amount for stocking or is listed separately, the Contractor shall not be held responsible for the labor affiliation of the stocking entity.

2. Notwithstanding anything to the contrary in the MLA, the provisions of this Section shall not be enforced by strike action or any other form of job shut-down or work interference; provided however, that the rights provided in the Grievance Procedure of this Agreement are retained to enforce primary obligations of any individual employer.

10. GRIEVANCE AND ARBITRATION

The Grievance and Arbitration provisions of Appendix F of the MLA shall be applicable to Contractors covered by this Appendix H.

APPENDIX I

Special Rules for Residential Developers

CONTACT THE UNION FOR DETAILS

APPENDIX J

SPECIAL WORKING RULES FOR RESIDENTIAL CABINET INSTALLATION

1. In addition to the terms and conditions contained in the Carpenter's Master Labor Agreement, (hereinafter referred to as the MLA), the following Special Rules for Residential Cabinet Installation shall pertain to the wages to be paid as well as the manner in which fringe benefit contributions shall be handled on residential cabinet installation work and shall be specifically limited to work performed in wood frame construction, of all single family residences, apartments, condominiums, motels, inns, hotels or convalescent homes.

2. The Contractor and his subcontractors, if any such work is subcontracted to any tier of Contractors, must register the job or project with the Appendix J Administrator of the Field Office of the Carpenters Trust Funds for Southern California and the Regional Council prior to the start of construction on a form to be supplied by the Field Office.

3. On jobs where the time factor does not permit the registration of jobs prior to their commencement, the Contractor shall notify the Regional Council office by telephone giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the Contractor to the Appendix J Administrator within forty-eight (48) hours thereafter. The Union may withhold or withdraw workmen or employees from the Contractor for failure to register. A grievance may be filed by the Trust Funds for noncompliance with job registration requirements.

4. Notwithstanding any other provisions to the contrary, Contractors shall have the right to do cabinet installation construction on any light commercial project under the terms and conditions of this Appendix J, if and only if the Contractor first secures the approval of the Secretary-Treasurer of the District Council in the area where the project is located. When approval is so granted by the Secretary-Treasurer of the Regional Council involved, that approval shall be in writing. Additionally, such a petition shall contain a detailed description of the project and its geographic location and/or address.

5. The Union shall have the right to take any legal or economic action including withdrawal of services and strike action against any Contractor that:

a. fails or refuses to abide by a decision of the arbitrator under the MLA;

b. fails or refuses to pay fringe benefit contributions or wages as required by this Appendix or the MLA; or

c. fails or refuses to register a job as required under this Appendix.

6. All money paid to employees covered by this Appendix must be shown on the Contractors payroll; and the employee ┌s payroll check shall show the number of benefit hours paid. Payments by second check or cash are prohibited. If such violations are found or if a

Contractor fails or refuses to register a job as provided under this Appendix, then the Trust Funds may follow any one of three alternatives:

1. Follow the formula of Articles I, XVII, XX, XXI, XXII, XXIII, XXIV and XXV of the Master Labor Agreement

2. Estimate the number of hours worked on the particular project and multiply said hours by the fringe benefit rates.

3. Determine the contract price on the particular project and estimate the hours from it, then multiply those hours by the fringe benefit rates.

7. Wherever any of the above alternatives are used in determining fringe benefits due, liquidated damages along with interest as provided for in the MLA, and/or Construction Carpenters Trust Agreements for Southern California, legal fees, and audit costs, as determined by the Trust Funds, shall be added from due dates.

8. Effective July 1, 2002, and not withstanding anything else to the contrary in the MLA, scale for journeymen carpenters performing residential work covered by this Appendix on an hourly basis shall be $18.09. There shall be no premium pay for pneumatic nailers.

9. Effective July 1, 2002, and notwithstanding anything to the contrary in the MLA, apprentices performing residential work covered by this Appendix shall be paid the following percentage of said journeymen scale:

PERIOD	JOB HOURS	PERCENTAGE	WAGE RATE	BENEFIT CODE
1st Period	600	40%	$ 7.24	(1)*
2nd Period	600	50%	9.05	(1)*
3rd Period	600	60%	10.85	(1)*
4th Period	600	65%	11.76	(2)
5th Period	600	70%	12.66	(2)
6th Period	600	75%	13.57	(2)
7th Period	600	80%	14.47	(2)
8th Period	600	90%	16.28	(2)
Journeyman	600	100%	18.09	(2)

Pay Period Advancement: Each advancement will be based on a MINIMUM of 600 hours worked on-the-job and a MINIMUM of seven (7) Performance Evaluated Training System Skill Blocks satisfactorily completed.

* Contribution Schedule (As of July 1, 2002)

(1)	Health and Welfare	$2.45
	Vacation/Supplemental Dues	1.88
	(except 3rd period which receives $2.88)	

	Apprenticeship and Training Trust	.34
	Cooperation Committee	.21
	Grievance Trust Fund	.03
(2)	Pension	$1.01
	Health & Welfare	2.45
	Vacation/Supplemental Dues	2.88
	Apprenticeship and Training Trust	.34
	Cooperation Committee	.21
	Grievance Trust Fund	.03

These rates shall be maintained at the level established under the MLA.

A classification of pre-apprentice will also be available to contractors under this Appendix. A pre-apprentice shall be paid 35% of journeyman scale. For the first thirty (30) days of employment a pre-apprentice shall receive only vacation/supplemental dues contributions of $0.88. After thirty days of employment the pre-apprentice shall also receive health and welfare contributions and vacation/supplemental dues contribution of $1.88. After 500 hours of employment a pre-apprentice shall either become an indentured apprentice or shall be terminated from the Contractor's employment.

10. SAN DIEGO. The following wage and benefit rates shall apply to residential cabinet installation in San Diego County. In San Diego County only, residential rates may also be used on light commercial work, which is defined as follows:

RESIDENTIAL/LIGHT COMMERCIAL WORK

Single family homes, multi-family homes, apartments, condominiums, co-ops, hotels; motels, inns, nursing homes, convalescent homes and other similar dwellings or lodgings which are of wood frame construction; banks, savings and loans, thrift institutions, convenience stores, strip shopping centers and neighborhood shopping centers, non-structural work in mall specialty stores in regional centers (defined as centers with two or more department stores); establishments which are of the type III, IV or V construction to two (2) stories or less; cabinetry installation and finish carpentry above ground level and/or mezzanine level for use in business and residential spaces is tenant improvement work which includes, but not limited to, office spaces, hotel rooms, motel rooms, condominiums, apartments and all hallways, passageways and lobbies in these areas.

TRAINING PERIOD	PERCENTAGE	WAGE RATE	BENEFIT CODE
1st Period	50%	$ 9.16	(1)
2nd Period	55%	10.08	(1)
3rd Period	60%	10.99	(1)
4th Period	65%	11.91	(2)
5th Period	70%	12.82	(2)
6th Period	75%	13.74	(2)
7th Period	80%	14.66	(2)

8th Period	85%		15.57	(2)
Journeyman	100%		18.32	(2)

Code (1)	
Health & Welfare	$2.45
Apprenticeship	$0.34
Vacation/Supplemental Dues	$1.88

Code (2)	
Pension	$1.01
Health & Welfare	$2.45
Apprenticeship	$0.34
Vacation/Supplemental Dues	$1.88

These rates shall be maintained at the level set forth in the San Diego Appendix to the MLA.

11. Term: This Appendix J shall extend through June 30, 2002, and from year to year thereafter. This Appendix may be terminated by either party giving notice to the other at least sixty (60) days prior to the termination date of this Appendix. Termination of this Appendix shall not terminate the MLA. In the event this Appendix is terminated by either party prior to the termination date of the MLA, and no new Appendix is agreed upon, all work covered by this Appendix shall be performed under the terms of the MLA, except that any project started under this Appendix, and properly registered, may be completed under the terms of this Appendix.

APPENDIX K
Special Rules for Residential On Grade Slab Concrete Construction and Residential Subterranean Garage Concrete Construction

1. In addition to the Working Rules contained in the Carpenters Master Labor Agreement between the United General Contractors and the Union, (hereinafter referred to as the MLA), the following Special Rules for Residential Concrete Construction shall pertain to wages to be paid as well as the manner in which fringe benefit contributions shall be handled on all concrete work performed on, and shall be specifically limited to, On Grade Slab construction or Subterranean Garage construction in connection with all wood frame construction of single family residences, apartments, condominiums, motels, inns, hotels or convalescent homes.

2. The signatory Contractor, and his subcontractors, if any such work is subcontracted to any tier of Contractors, must both register the job or project with the Appendix K Administrator of the Field Office of the Carpenters Trust Funds for Southern California and the Regional Council prior to the start of construction on a form to be supplied by the Field Office.

3. Such notice shall be given prior to the commencement of work. On jobs where the time factor does not permit the registration of jobs prior to their commencement, the Contractor shall notify the Regional Council office by telephone giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the Contractor to the Appendix K Administrator within forty-eight (48) hours thereafter.

4. In no event, however, will the Contractor be required to pay the Trust Funds more than thirty-five (35) benefit hours for any one work week, Monday through Friday, or seven (7) benefit hours for any one (1) workday for any employee, including foremen.

5. Employees shall earn benefit hours on the basis of 7/8 (.875) of their hours worked up to a maximum of seven (7) benefit hours per day or thirty-five (35) benefit hours per work week, Monday through Friday. Thus, by way of example, fringe benefits to be paid will be calculated as follows and rounded out to the nearest one half (1/2) benefit hour payable to the Trust Funds:

Step 1: Carpenter works 9 hours in one day.

Step 2: 9 hours x 7/8 (.875) = 7.875 Benefit hours.

Step 3: 7.875 hours is reduced to the maximum daily cap of 7 hours, the amount of benefit hours due the Trust Funds for that days work.

6. Notwithstanding any other provisions to the contrary, Contractors shall have the right to do concrete construction on any light commercial project under the terms and conditions of this Appendix K, if and only if the Contractor first secures the approval of the Secretary-Treasurer of the Regional Council. When approval is so granted by the

Secretary-Treasurer of the Regional Council involved, that approval shall be in writing and a copy of same shall be attached to the job registration form by the Contractor.

7. All money paid to employees covered by this Appendix must be shown on the Contractors payroll; and the employees payroll check shall show the number of benefit hours paid. Payments by second check or cash are prohibited. If such violations are found or if a Contractor fails or refuses to register a job as provided under this Appendix, then the Trust Funds may follow any one of two alternatives:

(a) Follow the formula of Articles I, XVII, XX, XXI, XXII, and XXIII of the Master Labor Agreement.

(b) Determine the contract price on the particular project and estimate the hours from it, then multiply those hours by the fringe benefit rates.

(c) Whenever any of the above alternatives are used in determining fringe benefits due, liquidated damages along with interest as provided for in the MLA, and/or Construction Carpenters Trust Agreements for Southern California, legal fees, and audit costs, as determined by the Trust Funds, shall be added from due dates.

8. Effective July 1, 2002, and notwithstanding anything else to the contrary in the MLA, scale for journeymen carpenters performing residential on grade slab concrete work covered by this Appendix or subterranean garage construction shall be $18.17. The July 1, 2002, wage increase has been deferred to October 1, 2002. At that time the Union will review the market situation and decide whether to take the increase negotiated and implemented July 1st for carpenters working under the Master Labor Agreement.

9. Effective July 1, 2002, and notwithstanding anything to the contrary in the MLA, apprentices performing residential work covered by this Appendix shall be paid the following percentage of journeymen scale:

PERIOD	PERCENTAGE	HOURS	CODE
1st Period	40%	600	(1)
2nd Period	50%	600	(1)
3rd Period	60%	600	(1)
4th Period	65%	600	(2)
5th Period	70%	600	(2)
6th Period	75%	600	(2)
7th Period	80%	600	(2)
8th Period	90%	600	(2)

NOTE: Each pay period advancement will be based on the MINIMUM of 600 hours worked on-the-job and a MINIMUM of seven (7) Skill Blocks satisfactorily completed.

Solely for the purpose of determining when an apprentice has qualified for advancement to the next period, Contractors shall report the hours actually worked by apprentices on the Apprenticeship Monthly Report Form.

* Contribution Schedule (Effective July 1, 2002 through July 1, 2003)

Code (1)

Health and Welfare	$2.45
Apprenticeship	0.34
Vacation/Supplemental Dues	1.88
(except for 3rd period which receives	$2.88)
Cooperation Committee	.21
Grievance Fund	.03

Code (2)

Pension	$1.01
Health and Welfare	2.45
Apprenticeship	0.34
Vacation/Supplemental Dues	2.88
Cooperation Committee	.21
Grievance Fund	.03

Journeymen Carpenters shall receive contributions as set forth in Code 2 above.

10. There is created a classification of Craft Assistant. The Craft Assistant will receive a wage rate of $10.00 per hour and the following fringe benefits:

Health & Welfare	$2.45
Pension	$1.01
Vacation/Supplemental Dues	$1.88

Benefits will be capped at 7/8 of the hours worked with a maximum of seven (7) per day as with Journeyman Carpenters. Craft Assistants may perform any non craft work, including general clean up, cleaning of forms and other non craft work in support of Journeyman and Apprentice Carpenters. In the event there is an increase in the rates set forth in paragraph 12 such increases shall apply to the Craft Assistant classification.

11. Term: This Appendix K shall extend through June 30, 2003, and from year to year thereafter. This Appendix may be terminated by either party giving notice to the other at least sixty (60) days prior to the termination date of this Appendix. Termination of this Appendix shall not terminate the MLA. In the event this Appendix is terminated by either party prior to the termination date of the MLA, and no new Appendix is agreed upon, all work covered by this Appendix shall be performed under the terms of the MLA, except that any project started under this Appendix, and properly registered, may be completed under the terms of this Appendix.

APPENDIX SD
SAN DIEGO COUNTY

The following special rules shall be applicable to building construction work performed in San Diego County. The Master Labor Agreement shall apply to all such work except as specifically modified by this Appendix. Engineering construction (heavy and highway) work shall be performed under all provisions of the Master Labor Agreement, except as modified by Paragraphs two (2), ten (10), eleven (11) and twelve (12).

1. WORK PERIOD

A. Forty (40) hours worked from Monday through Friday shall constitute a weeks 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 (1-1/2) times the employees straight- time hourly rate; except that an employee who does not complete a full forty (40) hour week for any reason may voluntarily work up to eight (8) hours on Saturday at straight time rates. Work on Sundays shall be paid at double time.

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

2. HOLIDAYS

In addition to the holidays set forth in Article IX of the Master Labor Agreement, Presidents Day shall also be recognized as a holiday. Veterans Day shall be observed on November 11th.

3. SUBCONTRACTING

The Contractor may subcontract any work without regard to the signatory status of the subcontractor, except concrete form work and work which the Contractor has traditionally performed with its own work force.

Concrete form work and work the Contractor traditionally performs with its own work force may also be subcontracted, but only in accordance with the provisions of Article V of the Master Labor Agreement.

4. WAGES

A. Effective July 1, 2002 the wage scale for journeyman commercial carpenters on building projects shall be $24.60 per hour.

Effective December 15, 2002, this Appendix will be reopened to incorporate the wage increases negotiated by the Southern California Conference of Carpenters with general contractors performing building work in San Diego County.

B. Pay rates of apprentices shall be those specified in accordance with the apprenticeship program specifications and based on the specified percentage of journeyman wages. (See paragraph 10).

C. Foreman shall be paid not less than $2.00 per hour more than the hourly rate of the highest Carpenter classification over which he has responsibility.

D. Certified welders shall receive a premium of $1.00 per hour.

5. RESIDENTIAL, LIGHT COMMERCIAL WAGES

Wage rates on residential and light commercial projects shall be based upon 80% of the rates specified for commercial carpenters. This shall include work meeting of any of the following criteria: (1) a residential wood frame project of any size; (2) work classified as Type III, Type IV or Type V construction; and (3) any wood frame project of four stories or less.

This reduced wage rate shall not apply to institutional type buildings such as public or private schools, hospitals, libraries, museums, or post offices or other similar structures whose construction entails construction specifications or fire ratings which exceed that normal for the typical Type III, IV or V building. Any dispute regarding whether a particular building is covered by this provision shall be resolved by the Union's Contract Administrator and the designated representative of the UGC. A building classified as Type II, IV or V shall be presumptively covered unless the designated individuals agree otherwise.

Section 1811 of the Master Labor Agreement shall not be applicable to work performed pursuant to this paragraph.

6. APPRENTICESHIP TRAINING AND RATIO

A. The employer shall participate in the Southern California Carpenters apprenticeship program and the cost of participation shall be $.34 per hour for each hour worked by employees covered by this Appendix. The $.34 per hour contribution shall be transmitted to the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California.

B. The Employer shall maintain a ratio of at least one apprentice for each three journeyman. The ratio of apprentices to journeymen may be up to a maximum of one apprentice to one journeymen, as measured throughout the Employer's total work force.

7. PUBLIC WORKS PROJECTS COVERED BY THE DAVIS-BACON AND RELATED STATUTES OR THE CALIFORNIA LABOR CODE SECTION 1720 ET. SEQ.

A. In the event that the Employer bids and contracts for a public job or project by a federal, state, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established by the California Department of Industrial Relations or the Secretary of the United States Department of Labor, the predetermined or prevailing wage rate established for the project shall be adopted as he wages and fringe benefits required to be paid under this Agreement for the project only.

B. If compliance with the applicable prevailing wage regulations requires an adjustment in fringe benefit contribution rates, the wage rate shall be adjusted accordingly, so as to maintain contributions at the contract rate while the total wage/fringe package cost remains constant.

8. FRINGE BENEFIT CONTRIBUTIONS

Contractors will be obligated to make the following fringe benefit contributions for all hours worked by carpenters in San Diego County.

Pension	$1.01
Health & Welfare	2.45
Vacation/Supplemental Dues	2.88
Apprenticeship	0.34
Grievance	0.03

These rates may be increased by allocating a portion of any future wage increase to contributions.

To take advantage of these contribution rates, the Contractor must notify the Trust Fund in writing that it has a job commencing in San Diego County by the 15th of the month prior to the start of work, unless the contractor is already receiving reporting forms with the San Diego contributions rates.

9. APPRENTICESHIP WAGE RATES

COMMERCIAL APPRENTICE CARPENTERS-BUILDING CONSTRUCTION

PERIOD	PERCENTAGE	HOURS	WAGE	BENEFIT CODE
1st Period	45%	600	11.07	(1)
2nd Period	50%	600	12.30	(1)
3rd Period	60%	600	14.76	(1)
4th Period	65%	600	15.99	(2)
5th Period	70%	600	17.22	(2)
6th Period	75%	600	18.45	(2)
7th Period	80%	600	19.68	(2)
8th Period	85%	600	20.91	(2)
Journeyman			24.60	(2)

RESIDENTIAL APPRENTICE CARPENTERS

PERIOD	PERCENTAGE	HOURS	WAGE	BENEFIT CODE
1st Period	50%	600	9.84	(1)
2nd Period	55%	600	10.82	(1)
3rd Period	60%	600	11.81	(1)
4th Period	65%	600	12.79	(2)
5th Period	70%	600	13.78	(2)
6th Period	75%	600	14.76	(2)
7th Period	80%	600	15.74	(2)
8th Period	85%	600	16.73	(2)
Journeyman			19.68	(2)

SAN DIEGO COUNTY CONTRIBUTION CODES

Code (1)	
Health and Welfare	$2.45
Apprenticeship	.34
Vacation/Supplemental Dues	2.88
Grievance	.03
Code (2)	
Pension	$1.01
Health and Welfare	2.45
Apprenticeship	.34
Vacation/Supplemental Dues	2.88
Grievance	.03

CARPENTER PRE-APPRENTICE Pre-apprentice receives $7.00 per hour and receives supplemental dues contribution only ($0.88). Pre-apprentices may work a maximum of 500 hours before they must go into the apprentice program or be dismissed from the employers payroll. Pre-apprentices are not indentured apprentices and may not work on public works projects. See the appropriate Agreement for other restrictions on the use of pre-apprentices.

Apprentice rates or trainee rates shall be maintained at the percentage called for in the Master Labor Agreement and this Appendix. Percentages are calculated on the Journeyman rates contained in Paragraph 4 and 12.

10. HIRING

As soon as practicable prior to commencing a new project, the Employer will notify the Union of the location of the project.

11. ENGINEERING CONSTRUCTION WORK

Engineering (heavy and highway) work shall be performed under the terms set forth in the Master Labor Agreement.

There is established for engineering construction work in San Diego County, a classification of Bridge Carpenter for work on highway and other bridges. Bridge carpenters and Piledrivers shall perform all carpenter classification work in connection with the construction of highway bridges except that only Piledrivers will be used to drive pile.

Wages and benefits for engineering construction shall be as follows with apprentice rates calculated at the appropriate percentage of journey rate:

Effective July 1, 2002 the wage scale for journeyman carpenters on engineering construction projects shall be:

Journeyman on Engineering Work	$28.65
Bridge Carpenter (Highway Work)	$28.78

Engineering Light Commercial (Applies only to residential site development)	$22.92
Millwright	$29.15
Piledriver	$28.78

Certified welders receive a premium of $1.00 per hour.

Wage increases applicable to engineering construction:

Effective July 1, 2003	$1.55 per hour*.
Effective July 1, 2004	$1.55 per hour*
Effective July 1, 2005	$1.55 per hour*.

* The Union shall have the right to allocate a portion of any wage increase to Trust Fund contributions.

CARPENTER APPRENTICES - ENGINEERING CONSTRUCTION

PERIOD	PERCENTAGE	HOURS	WAGE	BENEFIT CODE
1st Period	45%	600	12.89*	(3)
2nd Period	50%	600	14.33*	(3)
3rd Period	60%	600	17.19	(3)
4th Period	65%	600	18.62	(4)
5th Period	70%	600	20.06	(4)
6th Period	75%	600	21.49	(4)
7th Period	80%	600	22.92	(4)
8th Period	90%	600	25.79	(4)
Journeyman			28.65	(4)

MILLWRIGHT APPRENTICES

PERIOD	PERCENTAGE	HOURS	WAGE	BENEFIT CODE
1st Period	60%	600	17.49*	(3)
2nd Period	65%	600	18.95*	(3)
3rd Period	70%	600	20.41	(3)
4th Period	75%	600	21.86	(4)
5th Period	80%	600	23.32	(4)
6th Period	85%	600	24.78	(4)
7th Period	90%	600	26.24	(4)
8th Period	95%	600	27.69	(4)
Journeyman			29.15	(4)

PILE DRIVER APPRENTICES/BRIDGE CARPENTER APPRENTICES

PERIOD	PERCENTAGE	HOURS	WAGE	BENEFIT CODE
1st Period	45%	600	12.95*	(3)
2nd period	50%	600	14.39*	(3)
3rd period	60%	600	17.27	(3)
4th period	65%	600	18.71	(4)
5th period	70%	600	20.15	(4)
6th period	75%	600	21.59	(4)
7th period	80%	600	23.02	(4)
8th period	90%	600	25.90	(4)
Journeyman	100%		28.78	(4)

SAN DIEGO COUNTY CONTRIBUTION CODES

Code (3)

Health and Welfare	$2.45
Apprenticeship	.34
Vacation/Supplemental Dues	2.88
Cooperation Committee	.21
Grievance	.03

Code (4)

Pension	$1.01
Health and Welfare	2.45
Apprenticeship	.34
Vacation/Supplemental Dues	2.88
Cooperation Committee	.21
Grievance	.03

* On Engineering Construction the first two periods of apprentices receive $1.88 per hour vacation/supplemental dues contribution. All other periods, and journeymen, receive the full vacation/supplemental dues contribution of $2.88.

PLEASE NOTE: All classifications have Vacation/ Supplemental Dues added to their wages, taxed, withheld and submitted to the Trust Funds.