

Duplicate

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2000 workers

# **LABOR AGREEMENT**

Between the

**SOUTHWEST REGIONAL COUNCIL OF CARPENTERS**

and the

**ARIZONA BUILDERS' ALLIANCE**

**July 1, 2002**

through

**June 30, 2005**

## **PREFACE**

This Agreement is entered into this first day of July, 2002, by and between the Arizona Builders' Alliance and any other individual employers or non-members who are signatory hereto, Parties of the First Part, hereinafter referred to as the "Contractors"; and the Southwest Regional Council of Carpenters, and the Carpenter Unions who are members of said Council, including Carpenters Local 408, Drywall/Lathing Local #1506, and Millwright Local #1914, hereinafter referred to as the "Union", Parties of the Second Part.

## **PURPOSES**

WHEREAS, the Contractors are engaged in construction work in the State of Arizona and during the performance of present and future contracting operations will employ large numbers of workmen represented by the Union; and

WHEREAS, the Contractors desire to be assured of their ability to procure employees in sufficient numbers and skill to assure continuity of the work which they may do in the performance of these contracts; and

WHEREAS, it is the desire of the Parties to establish uniform rates of pay, hours of employment and working conditions which shall be applicable to these workmen in the performance of work as hereinafter defined in Article 2 of this Agreement; and

WHEREAS, it is the intent of the Parties to achieve and sustain maximum productivity per employee during the term of this Agreement, and to facilitate orderly and economical performance of the work by improving efficiency of labor and eliminating work stoppages, slowdowns and inefficient and poor work practices, in return to the Contractors for the wages, benefits, and working conditions herein provided, and consistent with the principle of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort;

WHEREAS, it is the desire of the Parties to assure good productivity on the job, and to reduce costs and improve the contractor's ability to compete within his market, it is agreed that every employee on the job should be productively engaged in work for the entirety of his shift;

NOW, THEREFORE, in consideration of the premises, and of the respective covenants and agreements of the Parties hereto, each of which shall be interdependent, IT IS HEREBY AGREED:

## ARTICLE 1

### Coverage of Agreement

#### 101 - Contractor Employees

101.1 - This Agreement shall apply to and cover all employees of the Contractors employed to perform or performing construction work as such construction work is more particularly defined hereinafter in Article 2 of this Agreement, in the area known as the State of Arizona, except those employees or area exempted from the provisions hereof by the Recognition and Dispatching Provisions of this Agreement; and the Contractors shall not offer or grant to any individual employee or group of employees whomsoever, performing any work mentioned in Article 2 of this Agreement, any less favorable terms and conditions of employment than provided for by this Agreement.

101.2 - The Contractor retains full and exclusive authority for the management of its operations, including the right to decide the numbers of employees required, the right to transfer employees for the work crews, and the right to issue work assignments. All of the above shall be determined exclusively by the Contractor.

**102 - Work and Services Covered.** All work performed by the Contractors, and all services rendered for the Contractors, as herein defined by employees of the Contractors, shall be rendered in accordance with each and all of the terms and provisions hereof.

**103 - Subcontractor Coverage.** A Contractor or subcontractor is defined as any person, firm, corporation, broker or developer who performs, subcontracts, or is responsible for all or any part or portion of the construction work as described in Article 2 of this Agreement, at the site of construction.

103.1 - The purposes of this paragraph 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 rights of employees represented by the Union employed hereunder.

103.2 - Each Contractor agrees that he and his subcontractors on the jobsite will not subcontract any construction work to be done at the site of construction, alteration, painting or repair of the building, structure or other work, as described in Article 2 hereof, except to a person, firm or corporation, party to an appropriate, current labor agreement, with the appropriate Union or subordinate bodies signatory to this Agreement, with the following exceptions:

103.2.1 - When there is no such subcontractor party to such an agreement available to do the work.

103.2.2 - When the requirements of this paragraph 103.2 would produce a monopoly and preclude reasonable competition for the work.

103.2.3 - Where the workload of a signatory subcontractor or subcontractors is such as to preclude proper execution and completion of a job or project.

103.2.4 - Where compliance with the requirements of this paragraph 103.2 would prevent the successful negotiation of a contract for construction with an owner.

103.2.5 - Where contractors are required to comply with equal employment opportunity requirements and subcontractors meeting such requirements are not party to this agreement.

103.2.6 - Where a signatory subcontractor does not bid the work.

103.3 - The Contractor will notify the Union if no bids are received from signatory subcontractors on negotiated work.

103.4 - If the Contractors, parties hereto, shall subcontract construction work under the conditions set forth in 103.2.1, 103.2.2, 103.2.3, 103.2.4 or 103.2.5 or 103.2.6 above, the terms and said Agreement shall not extend to and bind such construction site subcontract work.

103.5 - Each contractor acting on a construction project as a general contractor will be permitted to exclude two identifiable areas of the trade from coverage under this section without having to comply with any of the provisions of 103 through 103.11. A general contractor is one who has contracted with the owner to perform all phases of carpentry work as defined in this agreement on a particular project. This provision shall not apply to concrete forming, work historically done by the contractor with his own forces, or power plant generating facilities.

103.6 - If a Contractor subcontracts work herein negotiated for to a signatory subcontractor, he shall be responsible in the event subcontractor fails to comply with the terms and conditions contained in this Agreement.

103.7 - If a signatory subcontractor fails to comply with the provisions of this Agreement, it is agreed that any and all such violations shall be chargeable to the contractor dealing with such a subcontractor; such violations shall be determined solely in accordance with the provisions of Article 11, 1104 (Settlement of Disputes and Grievances) of this Agreement. Under no circumstances shall any of the Unions signatory hereto seek to enforce any provisions of Paragraph 103 through means other than through judicial enforcement including the grievance and arbitration procedures of this Agreement.

103.8 - The parties acknowledge that actual damages sustained by the Unions and by the bargaining unit, as distinguished from damages to individuals, as a result of violations of this Article, would be extremely difficult to remedy or to ascertain with any degree of certainty. Therefore, upon a determination of a contractor's responsibility for any such violation, such contractor may be required to pay, as stipulated damages, and not as a penalty, the sum of One Hundred Dollars (\$100) for each day the violation continued or occurred, in addition to any monies due any employee or for any employee benefits. Such stipulated damages shall be paid in equal amounts to each of the Trust Funds established pursuant to Article 20 (Pensions) and Article 19 (Health and Welfare) in which the Union prosecuting the grievance participates.

103.9 - The subcontractor accepts and agrees to be bound by the plan for settlement of jurisdictional disputes, as outlined in Article 11, 1101 of this Agreement, and as may be amended by the Parties to this Agreement. Subcontractor agrees that he will bind any of his subcontractors to said plan in the same manner and to the same effect as hereinabove provided with respect to him. He further agrees to accept and comply with any decisions rendered pursuant to provisions of Article 11, 1101 as mentioned above.

103.10 - In the event any subcontractor, Party hereto, fails to pay the wages and fringe benefits due under this Agreement, the Trust Fund will immediately notify the General Contractor of the delinquency, and the General Contractor will withhold from its scheduled payments to the subcontractor a sufficient sum of money to cover delinquencies incurred on the General Contractor's project. The General Contractor will also make arrangements to issue joint checks

to the subcontractor and the Trust Funds for benefits due on work performed by the subcontractor after the Trust Fund gives the General Contractor notice of the subcontractor's delinquency. The Trust Fund will, upon request, provide the General Contractor with prima facie evidence of the subcontractor's failure to pay contributions.

103.11 - If a Contractor subcontracts work herein negotiated for to a subcontractor not a party to this Agreement, under the exceptions listed in Article 1, 103.2, he shall not be responsible in the event said subcontractor fails to comply with the terms of this Agreement specified above.

#### **104 - Other Contractor's Rates.**

104.1 - Other Contractor's Rates. In no event shall the Contractor be required to pay higher rates of wages, or be subject to more unfavorable working rules than those established by the Union for any other contractor engaged in similar work in Arizona.

104.2 - For the purpose of further providing the Contractor the flexibility that may be necessary to bid competitively for work that is covered by this Agreement, it is recognized that the wage rates and other cost items set forth in the Agreement, may, in some instances, jeopardize the obtaining of work by the Contractor. In this event the Contractor, upon encountering such situations, may present the matter to the Union and request pre-bid relief. The Union will give careful consideration to such request, and if such request is granted by the Union, such adjustments will, upon request, be granted to any other employer who is bidding on the same job and with whom the Union is also signatory.

104.3 - The Contractor shall not be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contractors employing persons represented by the Unions performing such similar work in the same jurisdiction, except as provided in this Article.

104.4 - Where the International Union, of which this Union is a Local, makes an agreement with a National Contractor which is applied on a particular job, the Contractor, when on that job, shall not be required to pay higher wages or be subject to less favorable working conditions than those applicable to the National Contractor; however, the terms and conditions of the National Agreement shall not apply elsewhere in Arizona.

104.5 - The union may enter into special agreements which apply lower wages and other economic provisions or more favorable working conditions either for a particular job or for a particular area, as for example an Indian reservation. Such a special agreement shall be a permissible exception to this Article if such wages, economic provisions and conditions are publicized in writing TEN (10) OR MORE WORKING DAYS in advance of receipt of bids or sufficiently in advance of final negotiation of the work covered to permit equal opportunity to the Contractor. This Agreement contemplates that any such special rates or conditions shall be available to all Contractors bidding or negotiating on the work covered. Such special rates and conditions shall not apply elsewhere or on other jobs not covered in the publicized announcement.

#### **105 - Manufacturer's Warranty.**

105.1 - Repairs necessitated by defects of material or workmanship or adjustments to newly purchased, rented and/or installed equipment or machinery will not be subject to the terms of this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees, pursuant to the terms of this manufacturer's guarantee and the Unions will not hamper such manufacturer or his agents or employees on such exempted work. Where

a dispute arises over said guaranteed work, the Contractor shall be required to produce said written guarantee upon request of the Union.

105.2 - Violations of the provisions of this paragraph 105.1 shall be determined in accordance with the provisions of Article 11 of this Agreement. If it is determined by the Joint Labor Management Board that a gross violation of this paragraph 105.1 has occurred, it shall be mandatory that the individual Contractor found in violation shall forfeit the rights and privileges of this paragraph 105.1 for a period of six (6) months.

**106 - Contractor's Companies.** No contractor shall form any other company, or join or contract with any other contracting company owned or partly owned by the same principal which is not party to this Agreement, nor shall any Contractor permit any person to remain as an officer who forms any other contracting company, or contracts or joins with any other company not party to this Agreement, where the object of such action is to perform work in jobs in the name of a contractor not party to this Agreement with respect to work described in Article 2 hereof or where the effect of such action is to cause or permit work as described in Article 2 hereof to be done by employees under less favorable terms and conditions than are set out herein, or by member or non-member employees not represented by the Union.

**107 - Warehouses, Shops and Yards.** All work performed in the Contractor's 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 shall be subject to the terms of this Agreement. All work performed in other warehouses, shops or yards of the Contractors shall be likewise subject to the terms and conditions of this Agreement, with the following exceptions:

107.1 - Where the Contractor currently is engaged in the processing and commercial sale of sand, rock and ready-mix concrete, asphalt or other products normally produced and sold in the operation of such a business, and said warehouse, shop or yard is located at or adjacent thereto and operated as an integral part and in connection therewith and is covered by the same collective bargaining agreement of such commercial plant;

107.2 - Where the Contractor is engaged in work, as defined by Article 2 hereof, which is the subject matter of some other collective bargaining agreement with one or more of the Unions signatory hereto;

107.3 - The work of those employees of the Contractor employed in his home warehouses, shops or yards who, by reason of age, youth, ability or physical or mental infirmity, are incapable of earning wages as provided for in this Agreement. The right of the Contractor to employ these workmen shall not be unreasonably denied. The rate of pay for such persons shall be determined on an individual basis.

## **ARTICLE 2**

### **WORK COVERED**

**201 - Work Description.** The construction of, in whole or in part, or the improvement or modification thereof, including any structures or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with the performance of the aforementioned work and services, and including, but not limited to, the following types or classes of work:

**202 - Work Description.** All housing, commercial buildings and water treatment plants including the construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part of any building structure.

**203 - Prevailing Rates on Federal, State, County and Municipal Work.** The Parties agree to jointly take positive steps to assure that all construction work as described herein, including electric transmission lines, conduit projects and substations, shall be done under the terms and conditions of this Agreement.

### **ARTICLE 3**

#### **EMPLOYEES**

**301 - Reference to Gender.** All reference to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include both male and female employees, if applicable.

### **ARTICLE 4**

#### **CONTRACT SCOPE, MODIFICATIONS AND LIMITATIONS**

**401 - Limited Liability.** Any breach of this Agreement by a Party hereto shall not operate as a violation of this Agreement by any other Party hereto.

#### **402 - Modifications.**

402.1 - In the event Federal or State Legislation, Federal or State Administrative ruling or regulations, Federal or State Court or Administrative decision, determines that a closed shop is legally permissible within the State of Arizona, then in such event, it is mutually agreed by the Parties to this Agreement that such a shop shall be established at once in all operations covered by this Agreement; and that all hiring, transferring and retention of employees shall be carried out in accordance therewith.

402.1.1 - Likewise, if a union shop is so determined, but not a closed shop, then it is mutually agreed by the Parties to this Agreement that a union shop is established at once in all operations covered by this Agreement; and that all hiring, transferring, and retention of employees shall be carried out in accordance therewith.

402.1.2 - Likewise, if any agency shop is so determined to be legally permissible, and not a closed shop or a union shop, and is sustained on an appeal, then the Contractors shall establish such an agency shop within forty-five (45) days after receipt of a written request by the Unions. In the event of the establishment of an agency shop, all hiring, transferring, and retention of employees shall be carried out in accordance therewith.

402.1.3 - Likewise, if any other form, or method, or kind of Union security is determined to be legally permissible, then the Contractors signatory to this Agreement shall immediately establish such union security, to the fullest extent permitted, within forty-five (45) days after receipt of written request by the Unions.

402.1.4 - In any event the manner or method of such operations shall be determined by the law or decision permitting it.

402.2 - In the event of national legislation establishing a shorter work day or work week affecting the general construction industry, this Agreement will immediately be reopened for negotiations on such shorter work day or work week.

402.3 - In the event Federal or State Legislation, Federal or State Administrative rulings or regulations, or Decisions of the United States District Court of Arizona, any Federal Appellate Court, or Arizona Superior or Supreme Court, determine or declare any portion of any Article herein to be illegal, said Article in its entirety shall be immediately reopened at the request of either Party for the purpose of negotiating such revisions and modifications as may be necessary to comply with such legislation, administrative ruling, regulation, or decision.

402.3.1 - In the event the Parties cannot reach an agreement within thirty (30) days from the date of said reopening, then the Parties shall mutually delegate authority to the Dean of the Law College at the University of Arizona, or his nominee, to revise and modify said Article in such a manner that it will:

402.3.1.1 - Conform with the then existing law; and

402.3.1.2 - Conform as nearly as is legally possible to the present language, meaning, and intent of said Article, as the same has been initially negotiated in this contract.

402.3.2 - All expenses incurring in the administration of this Article 4, 402, shall be borne equally by the Parties hereto.

**403 - Separability.** It is expressly agreed that in the event any provisions hereof be declared to be invalid by any court of competent jurisdiction, such invalidity shall not affect remaining terms and provisions, which shall remain in full force and effect.

**404 - Qualifications of Agreement.**

404.1 - Each of the Parties hereto warrants and agrees that it will not take any action that will prevent or impede it in the full and complete performance of all conditions hereof.

404.2 - This Agreement shall supersede any and all prior Agreements between the Parties signatory hereto and covering the work described in Article 2 hereof.

404.3 - This Agreement is complete and has resolved all collective bargaining issues between the Parties for its duration except as defined in this Agreement.

## ARTICLE 5

### TERM, TERMINATION AND RENEWAL

**501 - Effective Date.** It is further agreed that the classifications, wage rates and working rules contained herein shall be applicable in the area for work covered by this Agreement and shall be effective on July 1, 2002, or as herein otherwise specifically indicated.



**502 - Length of Agreement.** This Agreement shall remain in effect from the date of July 1, 2002 through June 30, 2005. Either Party desiring to terminate the Agreement or to change its terms shall notify the other in writing not more than one hundred fifty (150) days, nor less than ninety (90) days prior to June 30, 2005. If such notice is not given, this Agreement shall be renewed for the period from July 1, 2005 through June 30, 2006, and from year to year thereafter until terminated at the end of a yearly period by notice in writing by either party given to the other not more than one hundred fifty (150) days, nor less than ninety (90) days before the end of such yearly period.

## **ARTICLE 10**

### **PRE-JOB CONFERENCES**

**1001 - When Required.** A pre-job conference will be held at the request of either of the Parties concerned.

## **ARTICLE 11**

### **SETTLEMENT OF DISPUTES AND GRIEVANCES**

#### **1101 - Jurisdictional Disputes.**

1101.1 - In the event of a jurisdictional dispute involving a Union signatory to an agreement with the Arizona Builders' Alliance, the parties shall request the other union or unions involved to send representatives to a meeting to be held within three (3) working days of the request for such a meeting. Said meeting shall be between the representative of the Contractor and the representatives of the disputing Unions. The disputing Unions shall, at that time, submit whatever evidence and arguments they contend support their respective positions. The following instances shall not be used for the purposes of claiming jurisdiction or qualifying employees under the recognition and dispatching provisions:

1101.1.1 - When a referred employee fails to report for work without prior notice, leaves the job during a shift because of illness or injury, quits during a shift, or in the case of an emergency situation which may arise on a job and a temporary interchange of craft employees (crafts with whom the Arizona Builders' Alliance bargains) is necessary.

1101.2 - The following procedure and order shall be used by the Parties in resolving said disputes:

1101.2.1 - Any applicable Local Union written agreements between the Parties shall apply.

1101.2.2 - Any applicable written Regional agreement to which the disputing Local Unions are bound shall apply.

1101.2.3 - Any applicable written International agreements to which the disputing Local Unions are bound shall apply.

1101.2.4 - Any applicable written Green Book Decisions or Agreements to which the disputing Local Unions or their respective International Unions are bound shall apply.

1101.3 - Not later than twenty-four (24) hours after the conclusion of said Jurisdictional Dispute meeting set forth in 1101.1, the signatory Contractor shall make a written assignment of said disputed work, and serve copies of same on all interested parties. -

1101.4 - If 1101.2.1 through 1101.2.4 above are not applicable, or a dispute as to the application or interpretation of any of said written assignments, agreements and/or decisions of record occurs, then and in such event said dispute shall immediately be referred to the respective International Unions for resolution.

1101.5 - If, within thirty (30) days of submission, said International Unions cannot, or do not resolve said dispute, either of the disputing Local Unions may appeal said dispute to binding arbitration.

1101.6 - If arbitration is requested by either party, the disputing Unions will proceed to mutually select an arbiter immediately upon receipt of written notice, sent by certified mail by either of the disputing Unions involved to the other Union.

1101.6.1 - If the disputing Unions are unable to mutually agree on an arbiter within two (2) working days after receiving the request for arbitration, they shall, before midnight on the second of said two working days, jointly petition the Federal Mediation and Conciliation Service to furnish the names of five (5) persons qualified to act as arbiters. When said list has been presented, the disputing Unions shall each reject two (2) names from the list. The remaining or fifth person shall be selected as the arbiter. The arbiter shall render his written decision within forty-eight (48) hours thereafter, unless an extension of time is mutually agreed to by the Parties. The arbiter's decision shall be final and binding and shall be effective on that particular job only.

1101.6.2 - All expenses incurred and approved by the disputing Unions, including the fees and expenses of the impartial arbiter, necessary for the consideration and decision of the dispute submitted to him, shall be borne by and divided equally between the Unions.

1101.7 - If and when the Parties signatory hereto become a part of an Impartial Jurisdictional Disputes Board for the Settlement of Jurisdictional Disputes or other similar National Plan, said Plan shall supersede the provisions contained in this Article 11, 1101.1 and 1101.2 and the Parties mutually agree to be bound by and implement said new Plan.

**1102 - No Strike - No Lockout.** There will be neither lockout by the Contractor or any cessation of work by employees for any reason whatsoever.

1102.1 - The Union and Contractors agree that there shall be no strikes, lockouts or interruptions of the disputed or other work on the job over jurisdictional disputes.

1102.2 - The signatory Union will not recognize any picket lines established by other crafts for any type of grievance, jurisdictional dispute on contract expiration during the course of the Agreement, including those between owners and Unions involving operation personnel.

1102.3 - Should any "wildcat" picketing occur, it shall be a violation of this Agreement for any employee to honor such pickets. Determination of such violation will be determined by the Joint Labor-Management Board as set forth below.

1102.3.1 - Any worker participating in an unauthorized strike, work stoppage, slowdown, or work disruption shall, in addition to being terminated by the employer, be suspended from the out-of-work list at the Hiring Hall for a period of thirty (30) calendar days for the first offense, ninety (90) calendar days for any subsequent offense occurring within a one-year period. Determination of such participation shall be made by the Joint Labor-Management Board.

1102.4 - Cessation of work by employees shall not be a violation of this Agreement if it is solely to protest any of the following exceptions to this section:

1102.4.1 - If a Contractor or subcontractor fails to provide or pay for Workman's Compensation or Unemployment Compensation coverage for his employees covered by the terms of this Agreement.

1102.4.2 - If a Contractor or subcontractor fails to abide by the Agreement as determined by a final and binding award entered pursuant to the grievance and arbitration procedures provided for in this Agreement and up to the time of the final and binding award the complaining party or parties have afforded themselves of all remedies of the grievance procedure, provided, however, that the Union expressly agrees that it will not engage in any but judicial action to secure the enforcement of any award finding a violation of paragraph 103 - 103.11 (Subcontractor Coverage).

1102.4.3 - Where an employee or employees covered by the terms of this Agreement are not paid at all or are paid by a check which is returned or is otherwise invalid.

1102.4.4 - Where a Contractor or subcontractor is delinquent in the payment of fringe benefits in accordance with the provisions of the relevant trust documents applicable thereto; provided that no exception from the no-strike provisions of this Agreement shall be available to any Union who seeks to enforce payments of delinquent contributions for fringe benefits by economic action unless the appropriate Union has first given the delinquent Contractor or subcontractor and any General Contractor involved and the Executive Secretaries of Contractor Associations signatory hereto five (5) days (exclusive of Saturdays, Sundays and Holidays) notice of the delinquency. Notice of delinquency may be satisfied by telephone or mail, personally or government delivered. Telephone notice shall be followed by mail confirmation.

1102.4.5 - If a Contractor fails to adhere to a decision of the Safety Committee as provided in Article 13 of this Agreement.

1102.4.6 - If a Contractor denies that he is bound by or party to this Agreement and he is, as a matter of fact, signatory to the Agreement.

1102.4.7 - If a Contractor fails to adhere to provisions of the Hiring Hall as provided for in the Recognition and Dispatching Rules contained herein.

1102.4.8 - As to those violations described hereinabove, the Union and employees involved may strike or picket the offending Contractor, where not statutorily prohibited, or it may, in its discretion or as an alternative, file grievances which shall in all respects be processed and decided in accordance with the established grievance procedure.

1102.5 - It shall not be violation of this contract or an unfair practice, and it shall not be a cause for discharge if any workman or workmen refuses to cross a lawful primary picket line.

### **1103 - Non-Compliance with Grievance Procedure.**

1103.1 - If any such action prohibited to the Union in paragraph 1102 above occurs and the Union is responsible therefore, the Union shall be liable in money damage to each and every employer damaged thereby as determined by the grievance procedure provided for in Article 11, 1104 hereof.

1103.2 - Nothing contained in this contract or any part thereof (except the provisions of Article 103-103.10 and 1102.2) shall affect or apply to the Union in any action the Union may take against any Contractor who has failed, neglected, or refused to comply with or execute any settlement or decision reached through the procedure for settlement of disputes under the terms of Article 11 hereof.

### **1104 - Contractual Disputes.**

1104.1 - There is hereby established a Joint Labor Management Board to be composed of two (2) representatives of the Union and two (2) representatives of the Contractors, plus alternates.

1104.2 - Each of the Parties shall, within fifteen (15) days after the execution of this Agreement, appoint their representatives. Immediately upon the appointment of such representatives, each Party shall notify the other Party in writing of the names and business addresses of each of the representatives selected and then within thirty (30) days after the execution of this Agreement, arrange for a joint meeting of the selected representatives of each Party for the purpose of selecting a Chairman and Secretary.

1104.3 - The Joint Labor-Management Board must meet monthly, unless there is no case to be heard, and have authority to perform the functions set forth in Article 3, and Article 11, 1104 of this Agreement, and shall further have the authority to review and make decisions for the Parties on matters referred to it by the Parties, or taken upon its own motion, arising out of the interpretation, application and operation of the provisions of this Agreement, problems with respect to labor supply, and technical and economic matters affecting the welfare of the construction industry and the general public. Decisions must be rendered by the Board on matters brought before it within three (3) days.

1104.4 - The Joint Labor-Management Board shall have the authority to assess penalties for gross violation of contract terms, such penalties to be reasonable in the light of the violation involved. Such penalties, when taking the form of monetary assessment, shall be donated to charities designated by the Board.

1104.5 - It is understood and agreed that the Joint Labor-Management Board shall not have authority to review any matters, either on motion of either Party or on its own motion, or make any recommendations which would add to, alter, vary or modify any of the terms of provisions of this Agreement.

1104.6 - No dispute, complaint or grievance shall be recognized unless called to the attention of the individual Contractor and the Union involved within forty-five (45) days after the alleged violation has occurred. All Parties pledge their immediate cooperation to reach a mutually satisfactory settlement of such disputes, complaints or grievances, in accordance with the following procedure:

1104.7 - Complaints, together with five (5) copies, and a non-refundable filing fee of \$20.00 must be filed before the Joint Labor-Management Board and be in the hands of the Secretary ten (10) working days prior to regular meeting dates or three (3) working days prior to special meeting dates.

1104.8 - The Joint Labor-Management Board must meet each month at a specific time and place designated by the Chairman of said Board, unless there is no case to be heard, then it can be canceled by mutual agreement of the Chairman and Secretary. The Secretary shall notify the representatives at least ten (10) days prior to the time and place of such meeting. Special meetings may be called upon joint approval by the Chairman and Secretary of the Joint Labor-Management Board within three (3) working days when such a special meeting is requested by one of the Parties to this Agreement. The Chairman shall determine the specific time and place of special meetings and the Secretary shall notify the representatives of the time and place of such a meeting. No more than one postponement of hearing a charge will be granted, and that will be for not more than ten (10) days, unless agreed to by the Chairman and Secretary.

1104.9 - Written copies of all decisions rendered by the Joint Labor-Management Board shall be forwarded to interested parties within twenty-four (24) hours.

1104.10 - The expenses of the Committee shall be taken from the filing fees.

1104.11 - In the event any grievance or dispute, except a grievance or dispute concerning proper referral, is not satisfactorily settled by the employee or his representative and the superintendent in charge within twenty-four (24) hours from the time it is reported, it shall be referred to the business or special representative of the appropriate union. Said business or special representative shall then attempt to adjust said grievance or dispute with the Contractor performing the work. If said grievance or dispute is not satisfactorily adjusted by said business or special representative and the Contractor within three (3) days from the date the grievance or dispute arose, it shall be referred to the Joint Labor-Management Board, provided that a representative of the craft and member of the construction firm involved in the controversy may represent his respective organization at the hearing.

1104.12 - The Joint Labor-Management Board shall then hear and review any grievance or dispute submitted to it and adjudicate the same.

1104.13 - The decision of said Joint Labor-Management Board shall require an affirmative vote of not less than a majority of the Committeemen, and shall be final and binding upon all Parties to this Agreement.

1104.14 - In the event that the required majority of the Board cannot be secured within three (3) days after the submission of the said grievance or dispute to said Joint Labor-Management Board, such Board shall upon request of any Party to the Grievance or dispute select an additional person who shall act as arbiter and all of the Parties hereto agree that the decisions that come from such arbitration shall be final and binding upon them. Any such request from an interested party for selection of an arbiter shall be made within ten (10) days after notification of the failure of the decision; and the Board shall then comply with such request within five (5) days of its receipt. If within twenty-four (24) hours after said Board attempts to choose an additional person to act as arbiter, they are unable to agree upon such person, the arbiter shall be chosen in the following manner:

1104.15 - The Director of the Federal Mediation and Conciliation Service of the United States shall immediately be requested by said Board to submit the names of five (5) persons qualified to act as arbiters.

1104.16 - When said list has been presented, the representatives of the Unions and the representatives of the Contractors shall each have the choice of rejecting the names of two (2) of these five (5) persons; the remaining or fifth one shall be selected as the arbiter within twenty-four (24) hours after submission of said list, and it shall be mandatory for said arbiter to render a decision within forty-eight (48) hours thereafter unless an extension of time is mutually agreed to by the Parties hereto.

1104.17 - All employee grievances and disputes between the Parties regarding the interpretation or performance of any of the terms or conditions of this Agreement shall be submitted to the grievance procedure and arbitration in the manner provided in this section.

1104.18 - Each party to the arbitration shall provide its own witnesses and pay its own expenses, except that the cost of the reporter and hearing room and such other expenses, if any, shall be divided equally between the Contractor and the Union directly involved in the arbitration.

1104.19 - Should the individual Contractor or his agent and an individual workman be found guilty of individual negotiations which should result in the actual employment of said individual workman and to the extent that the standard of wage rate and working conditions set forth in this Agreement have been lowered or lessened in any degree, said individual Contractor shall be required to pay the workman the difference between proper wages (pursuant to this Agreement) and wages actually paid and also to contribute a like amount to a worthy charitable organization designated by the Joint Labor-Management Board, and shall be denied for the first offense - 30 days, the second offense - 60 days, the right to call an individual workman specifically by name; and said individual workman shall be removed from said employment and will be denied the right to registration in Group "A" for a period of six (6) months.

1104.20 - Should an individual Contractor be found guilty of gross violation of 1101.1.1, he shall be denied for a one (1) year period the right to utilize the provisions of 1101.1.1.

## ARTICLE 12

### EMPLOYEE TERMINATION

**1201 - No Discrimination.** The Contractor may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any employee nor shall any such employee be discharged by reason of any union activity not interfering with the performance of his work, nor because of race, color, creed, national origin, age or sex. (For rules governing discharge of job steward, see Article 26, 2621.)

**1202 - Termination Slips.** The Contractor shall furnish and complete termination slips for any employee who is terminated, showing the reason therefor, giving one to employee, returning one to the dispatching hall at the time of termination, and retaining one for the company's records.

In those instances where a termination notice is marked "**NOT FOR REHIRE**" that employee shall not be re-referred by the same dispatching hall to the same Contractor, on the same job or project, within one (1) year of such termination date (unless called by name). In the event the individual Contractor does not comply with this paragraph 1202, the employee shall be considered eligible for rehire.

## ARTICLE 13

### SAFETY

**1301 - Safety Committee.** The Union and the Contractors shall jointly sponsor and promote a Construction Industry Safety Program. A Safety Committee shall be composed of two (2) regular representatives of the Union and two (2) regular representatives of the Contractors, plus alternates. The members of this Committee shall be appointed within fifteen (15) days from the date this Agreement is signed. The Union shall notify the Contractors' Association in writing of the names, addresses and phone numbers of the Union Safety Committee representatives or alternates and the Contractors' Association shall notify the Union in writing of the names, addresses and phone numbers of the Contractors' Safety Committee representatives or alternates within such fifteen (15) day period.

**1302 - Committee Meetings and Organization.** The Committee shall meet within fifteen (15) days after its appointment and elect a Chairman and Secretary, one of which will be a Union representative and the other a Contractor representative. The Committee shall also at such meeting formulate rules and procedures under which the Committee will function, and the method of notification of meetings.

**1303 - Committee Authority.** The Safety Committee is hereby granted authority to specifically recommend to any individual Contractor, Party to this Agreement, correction to be made in any unsafe, unsanitary, or hazardous conditions or practices. Such recommendations shall be made by the unanimous decision of one Union representative and one Contractor representative. Correction of said unsafe, unsanitary, or hazardous conditions or practices shall be made by the individual Contractor within the time specified by the said Committee. In the event, however, the Contractor fails, neglects, or refuses to make corrections as recommended by the Safety Committee within specified time limit, it shall not be a violation of this Agreement should the Union withdraw workmen represented by it from the employment of said Contractor until after corrections, as recommended by the Committee, have been made.

1303.1 - The Safety Committee shall have the same authority as the Joint Labor-Management Board as provided in Article 11 of this Agreement except the jurisdiction of the Safety Committee shall be limited to matters relating directly to health and safety. The authority of this Safety Committee shall include assessments of penalties for gross violation of safety rules as provided in Article 11, 1104; it shall also have the authority to sanction withdrawal of workmen from a job by the Union without incurring liability for violation of the no strike provision of Article 11, 1102, by the Union or Unions should a Contractor refuse to comply with a safety recommendation of that Committee.

**1304 - Employee Discipline.** An Employee who is disciplined or discharged for refusing to perform work which would unduly endanger his health or safety (or the health or safety of other employees) shall have recourse to a hearing before the Safety Committee; and if after the hearing it is determined by majority of the Committee he was unjustly discharged or disciplined,

he shall be reinstated in his former job with or without back pay, at the discretion of said Committee.

**1305 - Safety Equipment for Health and Safety.** Contractors shall furnish all equipment necessary for protection of health and safety, including but not limited to hard hats. All employees working outside in the rain shall be furnished waterproof clothing, rain hats and boots. All employees handling toxic substances which destroy flesh, clothes or tools shall be furnished protective clothing, gloves, and boots. Clip-on toe protection shall meet the requirement by the Contractor. If the employee does not like the clip-on, then he/she shall purchase steel toe boots at his/her own expense. All employees using welding equipment shall be furnished hoods, gloves, leathers, and aprons.

**1306 - Substance Abuse Policy.** The Union and the Contractor may agree to individual substance abuse policies. Such policies may include prohibition of the use, possession or distribution of alcoholic beverages, intoxicants, narcotics, illegal or unauthorized drugs. In addition, such policies may also include pre-employment testing, testing for cause and periodic testing of a non-discriminatory nature.

1306.1 - The Company may require a pre-employment physical including a flexibility examination relevant to the work the employee may be assigned to do. The Contractor will pay for the cost and the time for each individual to take the examination.

1306.2 - Nothing herein shall affect the Employer's duty to accommodate under the Americans with Disabilities Act.

## ARTICLE 14

### INSURANCE, TAXES AND PAYROLL RECORDS

**1401 - Insurance and Taxes.** Individual Contractors shall carry Workman's Compensation Insurance on all employees covered by this Agreement. The individual Contractors further agree to pay State Unemployment Insurance Taxes, Social Security, and old Age Benefit Taxes, as required by law.

#### **1402 - Workman's Compensation Insurance.**

1402.1 - Contractors being self insured or using insurance carriers other than the State Compensation Fund agree that such other insurance carriers must be carrying on business within the State of Arizona and said carriers shall have local representatives. The Contractors shall make known to the union, upon request, the names, addresses and phone numbers of said carrier.

1402.2 - Each individual Contractor must post his insurance carrier and insurance carrier's local representatives names, addresses and telephone numbers on the job site. And furthermore, such Contractors and carriers must accede to and obey awards and decisions by the Industrial Commission of Arizona.

**1403 - Payroll Records.** The individual Contractors further agree that each employee shall be given, with each check, a detachable statement from his employer, showing the employee's name or identification number, straight time hours worked, overtime hours worked, payroll



period covered, gross amount earned, Social Security tax, withholding tax, and other deductions itemized. A Contractor found to have maintained incorrect payroll records for purposes of avoiding proper wage payments shall be considered in gross violation of this Contract. The Joint Labor-Management Board shall have the authority to order a Contractor to produce payroll records as to any individual employee, upon prima facie showing of evidence of violation of time or wage regulations under this Agreement.

## ARTICLE 18

### EXPENSE REIMBURSEMENTS

**1801 - Expense Allowance.** As an approximately reasonable reimbursement for expenses incurred, a monetary allowance shall be paid for each day worked under the following conditions, except that this 1801 Expense Allowance provision shall not apply to any work north of the Northern Trans-Arizona Remote Area Line established in Article 25, 2502 hereof.

1801.1 - On work bid or committed prior to July 1, 2002, the expense allowance provisions of the prior Agreement between the Parties shall apply.

1801.2 - On work bid or committed on or after July 1, 2002, the terms of the following shall apply.

**1802 - Basing Points.** There shall be four types of basing points:

- "A" Cities
- "B" Cities
- "C" Cities and Special zones
- Workman's Residence

Mileage distances under this 1802 shall be calculated from the middle of the construction job site to the City Hall of A, B, and C cities, or to the Workman's residence, at the Contractor's option.

**1803 - "A" Cities and Zones.** The following shall be classified as "A" Cities:

- Phoenix
- Mesa
- Glendale
- Tucson

The following zones shall apply to "A" Cities:

- |        |                                     |
|--------|-------------------------------------|
| Zone 1 | 0 - 40 miles radius from City Hall  |
| Zone 2 | 41 - 55 miles radius from City Hall |
| Zone 3 | 56 - 70 miles radius from City Hall |
| Zone 4 | Over 70 miles radius from City Hall |

**1804 - "B" Cities and Zones.** The following shall be classified as "B" Cities:

Casa Grande  
Flagstaff  
Prescott  
Yuma

The following zones shall apply to "B" Cities:

Zone 1	0 - 35 miles radius from City Hall
Zone 2	36 - 50 miles radius from City Hall
Zone 3	51 - 65 miles radius from City Hall
Zone 4	Over 65 miles radius from City Hall

**1805 - "C" Cities and Special Zones.**

1805.1 - The following cities shall be classified as "C" Cities:

Nogales  
Sierra Vista  
Douglas  
Safford  
Show Low

The following zones shall apply to "C" Cities:

Zone 1	0 - 25 miles radius from City Hall
Zone 2	26 - 40 miles radius from City Hall
Zone 3	41 - 55 miles radius from City Hall
Zone 4	Over 55 miles radius from City Hall

1805.2 - The special zone shall be the Yuma Proving Ground, which in addition to the area described in 1804, shall be designated as a free zone.

**1806 - Workman's Residence.** A bona fide local resident shall have a zone around his residence the same as a "B" City. A man shall not be considered a bona fide local resident unless he meets the residence requirements of a qualified Arizona Voter\* in the County and Precinct in which he claims residence.

1806.1 - The status of the local labor supply as to local residents shall not change between the date a Contractor's job is bid (or commitment made on non-bid jobs) and completion of the Contractor's job. A workman may have only one bona fide residence at a time.

1806.2 - A workman who has not been considered a local resident as to one job shall not be considered a local resident if hired on a second job where the second job is contiguous with the first job and there has been no intervening employment.

**1807 - Zone Allowances.** Zone allowances per day worked shall be as follows:

7/1/02 - 06/30/05  
Zone 1 - Free Zone  
Zone 2 - \$15.00  
Zone 3 - \$18.00  
Zone 4 - \$30.00

\* One year in Arizona and thirty (30) days in the Precinct.

**1808 - Special Expense Allowance Provision.** An employee represented by the Union in any classification working over one hundred fifty (150) miles from his dispatching hall shall be guaranteed applicable expense allowance for each day of the established work week in which he is available and no work is available to him. An employee working in the Northern Trans-Arizona Remote Area shall receive expense allowance the same as in Zone 4.

**1808.1 -** Any employee referred from one free zone to another non-contiguous free zone will be entitled to an expense allowance the same as for Zone 4, provided that the non-contiguous free zone is more than 75 miles and 1-1/2 hours driving time from the zone in which the employee was referred.

**1809 - Arizona Map.** A map of Arizona is attached hereto as interpretive of this Article 18, 180I.

**1810 - Mileage Allowance.** A mileage allowance shall be computed and paid to employees represented by the Union on the following basis:

**1811 - Amounts.** Thirty-five cents (\$0.35) per mile when a job is outside a "Free Mileage Zone."

**1812 - Free Zone.** A "Free Mileage Zone" is that area within 35 miles of the employee's home or nearest Union Office.

**1813 - Computing Points.**

**1813.1 -** Initial and return mileage allowance shall be computed from the Union Office or the employee's home, whichever is nearer; however, when employees are transferred directly from one project to another and are not on any payroll during the time of travel, mileage allowance shall be computed using as computing points the two respective jobs. This principle shall apply regardless of the Contractors involved.

**1813.2 -** From whatever point an employee is paid mileage allowance en route to a job, said employee shall be paid mileage allowance back to that same point. The mileage allowance payment for the round trip shall be paid to said employee with his second paycheck on that job.

**1814 - Union Halls.** Union halls shall be as provided in Working Rule 2622.

**1815 - Exception.** No return mileage allowance shall be paid to an employee who quits in five (5) or less working days.

**1816 - Center of the Job.** The geographic center of a job or project shall be used to determine mileage payments under this Article 18, 1810.

## ARTICLE 19

### HEALTH AND WELFARE

**1901** - 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 Article 27 to the Carpenters Health and Welfare Trust for Southern California.

**1901.1** - 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 Appendix A101.1 of this Agreement, in the amounts and manner to be determined by the Trustees.

**1902** - 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 employee's 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.

**1902.1** - 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 period involved in the audit.

**1902.2** - In case a Contractor, thus audited, fails to comply with the provisions of this Article then Section 1102.4 through 1102.4.8 will apply.

**1903** - 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 1902, 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.

**1904** - Any Contractor shall make available to the Board of Trustees, upon its request, a copy of his Quarterly State Tax Return.

**1905** - The Board of Trustees may authorize the attorneys for the said Trust to sue and attach in connection with delinquent accounts.

## ARTICLE 20

### PENSIONS

**2001** - 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 Article 27 to the Carpenters Pension 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 Appendix A101.1 of this Agreement, in the amounts and manner to be determined by the Trustees.

**2002** - The audit procedures of Paragraphs 1902, 1903, 1904 and 1905 are incorporated in this Article by reference.

## ARTICLE 21

### APPRENTICESHIP AND TRAINING

**2101 - Purposes.** In recognition of the necessity of training skilled craftsmen in the Carpentry trade; and in recognition of the responsibility of the Carpenters' Union, Contractors and skilled journeymen carpenters, members of the United Brotherhood of Carpenters and Joiners of America, for the preservation of the status of the Carpentry trade; and in further recognition of the need for skilled craftsmen within the jurisdiction of the Carpenters' Union to preserve the American way of life, the dignity of the individual and the free enterprise system; it is therefore mutually agreed that a Carpenters' Joint Apprentice Program is hereby adopted, subject to the following terms and provisions:

#### **2102 - Programs.**

**2102.1** - The Contractors and Union recognize the need for apprentice training and to this end the apprentice in each of the trades employed shall be in conformity with the applicable State and Federal laws governing apprenticeship programs. The apprenticeship standards of the trades, which have been approved and agreed to by the authorized representatives of the Contractors signatory hereto and the authorized representatives of the Union signatory hereto, and hereby referred to and made a part of this Agreement.

**2102.2** - Recognizing that our industry desires to utilize minority manpower in our Apprenticeship programs, the Parties hereto have established pre-apprenticeship training programs which shall be implemented by the Apprenticeship coordinators with the full cooperation of both the Unions and the Contractors.

**2103 - Continuous Programs.** The Joint Apprentice or Training Program shall enroll the number of apprentices that the industry can supply employment for.

**2104** - The Contractor shall make hourly contributions in accordance with the terms and provisions of the Agreement referred to as the Master Labor Agreement between United General Contractors, Inc. and the United Brotherhood of Carpenters and Joiners of America, dated July 1, 1992, and any renewals or subsequent Master Labor Agreements, and the

Agreements establishing the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, dated May 1, 1960, and any amendments, modifications, extensions, supplementations and renewals of such Agreements and the Trust Agreements and any agreements establishing other benefits or plans negotiated by the Carpenters Unions and the Contractor Association signatory to such Master Labor Agreement.

**2105** - The Contractor agrees to pay the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, the sums in the amounts and manner provided for in the Master Labor Agreement and further agrees to be bound by the Trust Agreements, By-Laws and Rules and Procedures adopted by the Trustees and Directors of the Trust Funds and Committee referred to herein, and all amendments, modifications, extensions and renewals thereto.

**2105.1** - For purposes of convenience only, a schedule of such contributions is set forth in Article 27 of this Agreement.

**2105.2** - The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Agreement establishing the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, as his attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Master Labor Agreement, Trust Agreements and By-Laws.

**2105.3** - The parties hereto agree to exercise their best efforts to implement the merger and/or consolidation of the various Carpenter and Lather Trust Funds now existing, consistent with applicable laws, fiduciary obligations of trustees, good accounting and actuarial practices.

**2106 - Upgrading Program.** The parties agree to mutually take steps, including amending the Trust and/or Standards, to allow for a Journeyman upgrading program, the cost of which shall be included in the above contribution rates.

**2107 - Participation.** Nothing contained herein shall be construed to prevent any person from participating in or enjoying the benefits of this program because of his non-membership in the Carpenters' Union.

**2108 - Executive Director.** The Joint Committee will employ an Executive Director who shall be the administrative officer charged with carrying out the policies of the Committee. The Executive Director shall be selected by both the management and labor representatives serving on the Joint Committee and shall be subject to the direction of the entire Committee. His duties shall include the supervision and direction of the coordinators and other staff personnel.

**2109 - Coordinators.** The Joint Committee, upon recommendation of the Executive Director, will employ coordinators in sufficient numbers to carry out the policies of the Committee or Committees and all said coordinators shall be members in good standing of the UBCJ of A. The coordinators will work under the direction of the Executive Director.

**2110 - Training.** It is recognized that the Joint Committee has complete control and direction of the on-the-job and related class training of all apprentices in the carpenter trades in accordance with the Joint Apprenticeship Standards.

**2111 - Apprentices.** Apprentice rates shall be based on Journeyman scale, and effective July 1, 2002, progress shall be at the following rate:

*Northern, Central & Southern Areas:*

1 <sup>st</sup>	6 months	750 Hrs. 55% of Jry. rate
2 <sup>nd</sup>	6 months	750 Hrs. 60% of Jry. rate
3 <sup>rd</sup>	6 months	750 Hrs. 65% of Jry. rate
4 <sup>th</sup>	6 months	750 Hrs. 70% of Jry. rate
5 <sup>th</sup>	6 months	750 Hrs. 75% of Jry. rate
6 <sup>th</sup>	6 months	750 Hrs. 80% of Jry. rate
7 <sup>th</sup>	6 months	750 Hrs. 85% of Jry. rate
8 <sup>th</sup>	6 months	750 Hrs. 90% of Jry. rate

**2111.1 - FRINGE BENEFITS:**

Health & Welfare	\$ 2.45
Pension	1.01
Apprenticeship	.30
Labor/Management Coop. Fund	.05
	<u>\$ 3.81</u>

Apprentices will not have pension contributions paid on their behalf until the start of their 5th 6 months classification. All registered apprentices shall receive health & welfare contributions paid on their behalf upon employment. All registered Apprentices shall have the vacation deduction taken from their hourly wage after taxes and sent to the Trust Fund with the Health and Welfare, Pension and Apprenticeship contributions.

**2111.2 - Pre-apprentice Wage Rates:**

07-01-02 through 06-30-2005	\$8.00 per hour
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No Pre-apprentices allowed on Davis-Bacon jobs. Pre-apprentice classification shall not exceed a six (6) month duration. Contractor, at his option, may advance a pre-apprentice into the Apprenticeship Program at any time.

**2111.3 - FRINGE BENEFITS:**

Apprenticeship	.30
Labor/Management Coop. Fund	.05
	<u>\$ .35</u>

Pre-apprentices will not have pension or health and welfare contributions paid on their behalf. There will be no vacation deduction for Pre-apprentices.

**VACATION:** Vacation pay in the amount of fifty cents (\$0.50) per each hour paid is to be deducted from the employee's wages after all taxes are deducted and remitted in compliance with the provisions of Article 22. There will be no vacation deduction for Pre-apprentices.

**CHECK-OFF:** Check-off in the amount of fifty-six cents (\$0.56) for Journeyman and Apprentices and five cents (\$0.05) for Pre-apprentices per each hour paid are to be deducted from the employee's wages after all taxes are deducted and remitted in compliance with the provisions of Article 22.

**2112 - Ratios.** On the basis of company work force (not on a job-by-job basis) 30% of the employees represented by the Union may be a combination of pre-apprentices and apprentices. It shall be compulsory with each individual Contractor who employs five (5) or more journeymen

covered by this Agreement to employ a minimum of one (1) apprentice. Apprentices must be at all times under the direction of a competent journeyman of their respective craft.

## ARTICLE 22

### 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 Section 2201.1 of the Carpenters Vacation Savings and Holiday Plan.

**2201.1** - Effective July 1, 2002, Contractors shall pay the sum of one dollar and six cents (\$1.06) per hour for each hour worked by employees covered thereby to Trustees of the Carpenters Vacation Savings and Holiday Plan. The amount of fifty cents (\$.50) per hour for vacation and fifty-six cents (\$.56) per hour for check-off dues is incorporated in the wage rates set forth in the wage rate section. The one dollar and six cents (\$1.06) per hour contribution should be deducted from the employee's pay due after all applicable taxes have been withheld and forwarded in the manner established by the signatory parties hereto.

**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 employer's payroll period during which such work is performed or paid for, but the full per-hour payments shall be transmitted to the Plan.

**2203** - The provisions of Paragraphs 1902, 1903, 1904 and 1905 are incorporated into this Article by reference.

**2204** - Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum of fifty-six cents (\$0.56) per hour or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid as outlined in Article 27 to this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing July 1, 2002 as Check-off 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.

**2205** - Said Check-off Dues shall be transmitted to said Agent concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the 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 Check-off 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 25

### COVERAGE AND AREA RATES

**2501 - Coverage.** These wage rates and working rules shall apply to all work covered by the terms of this Agreement and performed by employees of the Contractors whose work classifications come within the jurisdiction of the Union.

**2502 - Northern Trans-Arizona Remote Area.**

2502.1 - The wage rates contained herein set forth the regular hourly rates to be paid south of the Northern Trans-Arizona Remote Area Line (designated "Northern, Central and Southern Area Rates") and the regular hourly rates to be paid north of the Northern Trans-Arizona Remote Area Line (designated "Trans-Northern Remote Area Rates").

2502.2 - The Northern Trans-Arizona Remote Area Line shall be established as follows: Establish a point 35 miles due north from the City Hall of the city of Flagstaff, and establish another point 35 miles due north from the City Hall of the city of Kingman; then draw a straight line from the first point to the second point and extend that same line to the intersection of the Arizona-Nevada state line. Establish a third point 35 miles due north of the City Hall of the city of Holbrook, and draw a straight line from the first point to the third point; and from the third point extend a line due east to the intersection of the Arizona-New Mexico state line.

2502.3 - In the Northern Trans-Arizona Remote Area the Union and the Contractors may enter into project agreements for wages and expenses for projects that are not covered by the Davis Bacon Act.

## ARTICLE 26

### GENERAL WORKING RULES

**2601 - Single Shift Hours.** Five (5) consecutive days of eight (8) consecutive hours, exclusive of meal period, Monday through Friday inclusive, shall constitute a week's work at straight time rate on single shift jobs, except as otherwise provided.

**2602 - Multi-Shift Operations.** When so elected by the individual Contractor, multi-shift operations may be worked on a shift basis for five (5) or more consecutive days, provided that the individual Contractor notifies the Union, in writing, not less than twenty-four (24) hours in

advance of the effective date of starting such multi-shift operations. Such shifts may be worked on the job, or specific units of the job, and there is no restriction on the right of the Contractor to determine the number of craftsmen required per shift.

**2603 - Multi-Shift Hours.** When multi-shifts are employed as prescribed in 2602 hereof, eight (8) consecutive hours (exclusive of meal period) shall constitute a day's work.

#### **2604 - Special Shifts**

2604.1 - Weekends. When contract specifications or project engineer's and/or architect's written instructions require that work be performed on Saturday or Sunday (except those provisions in 2604.3 below), crews required for the performance of such work may be scheduled to start their shift at any time. For such work, eight (8) consecutive hours (exclusive of meal periods) shall constitute a day's work for which eight (8) hours straight time shall be paid. All work performed under this section in excess of forty (40) straight time hours for that week shall be paid in accordance with federal law.

2604.2 - Four ten-hour shifts. When so elected by the Contractor, consecutive ten (10) hour days during the period Monday through Friday shall constitute a regular work week and shall be paid at the basic straight time hourly rate. The contractor will notify the Union's dispatch office whenever the contractor uses a four ten-hour shift.

2604.2.1 - When so elected by the Contractor a staggered 4-10 workweek may be established. Such work schedule shall be established as follows: a) A five-day work week shall be established on the project; b) Employees shall be split into two (2) groups; c) Group A shall work 4-10's Monday through Thursday; d) Group B shall work 4-10's Tuesday through Friday.

2604.2.2 - Friday shall constitute a make-up day for Group A and Saturday for Group B at straight time wage if for some reason the crew was unable to work due to inclement weather, major breakdown or holidays (when a majority of the crew is unable to work for that day). The crew must be employed for the regular hours for the make-up day. Friday and Saturday make-up is voluntary.

2604.3 - Night Shift. When contract specifications or project engineer's and/or architect's written instructions require that work be performed outside regular shift hours, crews required for the performance of such work may be scheduled to start their shift at any time. For such work eight (8) consecutive hours (exclusive of meal periods) shall constitute a day's work for which eight (8) hours straight time shall be paid.

2604.3.1 - The first shift of the week may be started at any time after 8:00 p.m. on Sunday, without incurring Sunday overtime liability, the provisions of 2605 notwithstanding. In such instances, any work performed on Friday P.M. (i.e. the sixth (6th) work shift of the week) would be at the overtime rate.

2604.3.2 - Special shifts worked under this 2604.3 or 2604.3.1 shall be subject to twenty-four (24) hour advance notice to the Union.

#### **2605 - Overtime Provisions.**

2605.1 - The following rates shall apply to overtime work, the only exceptions being those made in 2602, 2603 and 2604 governing shift operations.

2605.1.1 - All work performed in excess of ten (10) hours per day will be paid at the rate of time and one-half (1-1/2).

2605.1.2 - All work performed in excess of forty (40) hours, up to and including seventy-two (72) hours per week; all work performed on Saturday, up to and including twelve (12) hours, shall be paid at the rate of time and one-half (1-1/2), provided forty (40) hours have been worked Monday through Friday.

2605.1.3 - All work performed in excess of twelve (12) hours per day; all work performed in excess of seventy-two (72) hours per week; and all work performed on Sunday and holidays, mentioned in 2608. hereof, shall be paid at the double time rate.

2605.2 - When a workman or workmen are required to work without an intervening rest period of at least eight (8) consecutive hours, said workman or workmen shall be paid the applicable overtime rate until such time as they are relieved from all duties for a period of not less than eight (8) hours.

2605.3 - The word "regular" as used in these Working Rules shall not be interpreted to mean that all employees on a shift must begin work at the same time, but it shall mean individual employees must be given notice of change of work shift in advance, and such notice can only be given during a regularly-scheduled work shift.

2605.4 - Overtime shall be figured on time increments of not less than thirty (30) minutes.

2605.5 - When overtime work is required, the employee or employees who were performing such work on the straight-time shift shall continue into the overtime period. This rule also applies to Saturday, Sunday and holiday work. Contractors who wish to work on Saturdays, Sundays and/or holidays shall call the Union office and advise the location of the job and the names of the employees he will use.

**2606 - Lunch Break.** If workmen are required to work continuously for more than five (5) hours without an opportunity for lunch, they shall receive overtime pay for work after the fifth (5th) hour at the overtime rate until opportunity to take thirty (30) minutes time for lunch is afforded. Lunch periods, at any option of the Contractor, may be staggered any time after three and one-half (3-1/2) hours to five (5) hours from the beginning of the shift. Workmen may work six (6) hours before taking a lunch break provided the employer allows a 10-minute break period that may be staggered anytime after two (2) hours from the beginning of the shift.

**2607 - Predesignated Starting and Quitting Point.**

2607.1 - Workmen shall report for work at an accessible predesignated starting point as designated by the contractor and shall be released from duty at the same point at the completion of the shift. Any travel time between the predesignated starting point and the point where the work is performed, and return, shall be considered working time. When it is necessary to change the predesignated starting and quitting points, employees shall be given notice prior to the end of the work shift preceding the change.

When it is necessary for the individual Contractor to provide transportation from the predesignated starting and quitting point to that part of the job where the work is to be performed and return, the Contractor agrees that such transportation will be safe and suitable.

2607.2 - All time lapsed between the regular starting time at the predesignated starting point, and return to the same predesignated point at quitting time, shall be considered as time worked and shall be paid for at the applicable rates of pay.

2607.3 - No employee covered by this Agreement shall be required to furnish transportation within the job site, or between job sites, or from yard to job site for transportation of employees, tools, and equipment or for any other purpose, as a condition of employment.

**2608 - Holidays.** Holidays are Sundays, New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas. When any of these holidays other than Sunday fall on Sunday, the following Monday shall be observed as the legal holiday. No work shall be performed on Labor Day except when life or property is in danger. Appropriate holidays listed above will be celebrated in accordance with the Federal Monday Holiday Act.

**2609 - Payment of Wages.** All employees shall be paid on the job prior to quitting time on a designated weekly payday, set by the Contractor, providing not more than five (5) working days can be withheld. Any gross violation of this paragraph shall be subject to the same penalties provided in 2609.1 hereof. When the designated weekly payday falls on any holiday mentioned in Working Rule 2608, employees shall be paid on the day prior to that holiday.

2609.1 - Any employee laid off or discharged and who is not paid wages due him within his regular work shift shall be entitled to a lump sum penalty payment of thirty dollars (\$30.00) for each working day, or fraction part thereof, elapsed time between the end of his last shift and the time he is paid in full; provided that the Contractor shall not be obligated to pay off the man except during regular office hours.

The above shall not apply when the employer delivers the employee's check to the hall by the next business day when the employee is laid off or discharged for the following causes: Drug violations, fighting, gross safety violations or indecent exposure.

2609.2 - When an employee voluntarily quits, he shall be paid in full not later than the next regular succeeding payday. Failure to so pay an employee shall carry the same penalty set forth herein for layoff or discharge.

2609.3 - It shall be considered a suspension of operations where an employee is no longer needed, but is given a definite date of return to work and such date is two (2) or less normal working days hence. On the other hand, it shall be considered a layoff, and wages due shall be paid, if no definite date of return to work is specified, or if such date is more than two (2) normal working days hence. Further, in discharging a Contractor's obligations under this rule, where an employee cannot be readily located, the rule shall be satisfied where a check is mailed to the appropriate Union office bearing a timely postmark.

2609.3.1 - Over the Christmas holidays, exceptions to this suspension of operations rule may be made by mutual agreement of all concerned.

2609.4 - The penalties of this 2609 shall not apply where an individual employee has, in writing, given special directions to the Contractor for the handling of wages due him and the Contractor complies therewith.

2609.5 - In no event shall penalties under this 2609 accrue against a Contractor for Saturdays, Sundays, or holidays, unless such work had been normally scheduled.

2609.6 - Monies paid to employees shall be in lawful money of the United States, or negotiable bank check payable on demand, dated not later than the day upon which the check is given, the check to be drawn upon some bank located and carrying on business within the State of Arizona.

2609.6.1 - Exceptions to the requirement for use of a bank located in the State of Arizona may be granted in special circumstances, by mutual agreement of the Union business manager or his designated representative and one of the Executive Secretaries of signatory Contractor Associations. In such instances, special arrangements for cashing such out-of-state checks may be required.

## **2610 - Pay Provisions.**

2610.1 - Any employee reporting for work at the regular starting time and for whom no work is provided, through no fault of his own, shall be paid for two (2) hours time at the stipulated rate, unless he had been notified before the end of his last preceding shift not to report. The employee shall remain at the job site for those two (2) hours, if required by the Contractor. However, no contractor shall be required to pay the two (2) hours time as a result of circumstances outside of the contractor's control.

2610.2 - The Contractor shall make advance arrangements in writing, upon commencement of work, and shall keep workers informed in writing regarding work reporting in the event of inclement weather. In case of inclement weather or breakdown of operations within the first two (2) hours of a shift, the worker shall receive two (2) hours show-up time. Nothing herein contained shall require a Contractor to pay show-up time to workers who report for work and who are not ready, able and willing to go to work in the capacity for which they were hired.

2610.3 - When employees are called off their regular assignments to perform other work for which a lower rate is paid, they shall receive their usual rate for all time worked that day. If the other work is classified at a higher rate, and the employee works less than two (2) hours at such other work, he shall receive a minimum of two (2) hours pay at the higher rate. If more than two (2) hours are worked at this higher rated work, he shall receive pay at the higher rate for time worked.

2610.4 - Call-out Time: If an employee is recalled for work outside his regular shift hours after he has left the job site, he shall be guaranteed three (3) hours pay at the applicable overtime rate.

2610.5 - This rule 2610 shall be applicable on Saturdays, Sundays and holidays.

**2611 - No Work at Lesser Rate.** No employee shall be required to work for less than the money rate set forth for his classification.

**2612 - No Rebates in Lieu of Wages.** Contractors, employees, or the agents of either, shall not accept or give directly, or indirectly, a rebate on wages or stock shares, or other gratuities in lieu of wages.

**2613 - No Work on Employees Own Time.** No employee shall be required to perform work for his employer on his own time.

**2614 - No Limitation on Work.** There shall be no limitation on the amount of work a man shall perform during his working day; nor shall there be any piecework or quota requirements.

**2615 - No Restriction on Labor-Saving Devices.** There shall be no restriction on the use of machinery, tools, or labor-saving devices, except for reasons of health or safety.

**2616 - Sanitary Facilities.** The Contractor on the job shall furnish accessible sanitary toilet facilities, sanitary drinking facilities and good drinking water. Water shall be maintained at adequate points on the job. Ice water is to be furnished by the Contractor during hot weather when deemed necessary by a majority of employees on the job.

**2617 - On-the-Job Injuries.**

2617.1 - Employees injured on the job, and required to leave the job for medical attention shall receive wages for the full day whether or not they are able to return to work on that day. If transportation is required on said day to transport the injured employee to the doctor or hospital and to his home from the doctor's office or hospital, transportation shall be furnished by the Contractor, and the Contractor shall make arrangements for the employee's personal property to be delivered to the address designated by the employee.

2617.2 - Each Contractor shall maintain a telephone or radio on the job site, where practical, so that a doctor, hospital or ambulance may be contacted immediately in case of an accident or injury. In case of serious injury or death, it shall be the responsibility of the Contractor or his representative to inform the employee's family and his Union immediately.

2617.3 - When an employee is injured on the job and is required to leave the job for medical attention he shall be paid for the time lost on the day of injury. If further medical attention is required during working hours, the employee shall be paid for the time lost to the limit of three (3) visits, each visit not to exceed two (2) hours.

**2618 - Signing of Forms.** Employees may be required to sign a form, which contains the IRS Form W-4, "Employee's Withholding Exemption Certificate"; Arizona Industrial Commission Form U-11 "Notice to Employees"; Arizona Industrial Commission "self rater and self insurer notice"; and the Arizona Employment form ESC 3. No employee will be required as a condition of employment, to sign any other papers or to reveal his past medical history or to submit to a physical examination, unless required to do so by law or government regulations, except as provided in Article 1306.

**2619 - Selection of Physician.** As provided by State law, any employee injured on a job shall have the right of selection of a physician, from whom he shall receive treatment, if the employee is in physical condition to make this determination.

If the employee is not in physical condition to make this decision, the first physician available for emergency treatment shall treat him. When the employee becomes physically able to make a decision on selection of the physician, he shall be allowed to select the physician of his choice.

2619.1 - The Contractor shall have the right to designate, in writing, a physician who shall be permitted by the employee to make an examination of the injured employee in order to ascertain the character and extent of the injury occasioned by said accident, in compliance with ARS 23-908, E.

**2620 - Job Access of Union Representatives.** The 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. He shall not stop or interfere with work of any workman without the permission of the Contractor or his representative.

2620.1 - Where there is a security arrangement by the owner or the Contractor on a job or project which involves persons entering the project being checked through a guarded gate or similar situation, arrangements for the business representatives to enter the project will be made.

### **2621 - Job Stewards.**

2621.1 - A steward shall be a working employee, appointed by the Union, who shall, in addition to his work, be permitted to perform his Union duties during working hours.

The Union agrees that such duties shall be performed as expeditiously as possible, and the Contractor agrees to allow the steward a reasonable amount of time for the performance of such duties. The respective Union shall notify the Contractor or his representative of the appointment of each steward. It is recognized by the Contractor that a person appointed steward should remain on the job until its completion provided he is capable of doing the specific work involved. In no event shall a Contractor discriminate against a steward or lay him off or discharge him on account of any action taken by him in the proper performance of his Union duties.

2621.2 - The job steward shall not be terminated without just cause, except by consent of his Union, unless the job is completed. If a steward is to be terminated for a just cause, the Union shall be given two working days (forty-eight hours) advance notice together with reason for termination.

2621.3 - When the Contractor's work force on the job has been reduced to three (3) men, and the steward's tenure of employment is less than that of one of the other employees and one of the other employees is eligible to act as steward, the Contractor will give two (2) full working days notice to the Union, and the Union will either appoint a new steward from the remaining employees or relieve the Contractor of his obligations under this Working Rule. Upon enlargement of the Contractor's work force on the job, said steward shall be the first man rehired, if available.

2621.4 - There will not be an excess of stewards on a job or project. Any question on such excess shall be submitted to the grievance procedure in Article 11 hereof, for resolution.

**2622 - Union Halls.** Union halls shall be maintained at Phoenix, Tucson, and Flagstaff. On the deletion of any of the above-mentioned Union Halls, or the addition of any non-named Union Halls, Contractor's Associations shall be given written notice.

### **2623 - Foremen.**

2623.1 - Where five (5) or more Carpenters are employed on a project one (1) shall be designated as foreman and receive foreman's pay. Maximum crew for each Carpenter Foreman shall not be more than fifteen (15) journeymen, new journeymen, apprentices and pre-apprentices combined. Only a craft foreman who normally works with tools of the trade during the straight-time period will work with tools during overtime periods.

2623.2 - Where four (4) or more Carpenter Foremen are employed on a project, there shall be a designated General Foreman, and he shall receive General Foreman's pay. General Foreman shall supervise and give orders to Carpenter Foremen and shall not supervise over six (6) foremen on a project.

2623.3 - When any workman in the trade is given foreman's responsibilities, he shall receive foreman's pay. Provided qualified men are available, all foremen shall have worked at least one (1) year within the last three (3) years within the jurisdiction of the one (1) or more Local Carpenter Union or Unions named in this Agreement.

2623.4 - Job instructions shall be relayed as follows: Carpenters shall receive orders only from their immediate foreman, when same exists. Carpenter Foremen shall receive orders only from their General Foreman, when same exists.

2623.5 - Foreman rate is 10% per hour above the journeyman rate. The Foreman shall receive the premium wage addition only if actually performing the higher classification of work. General Carpenter Foreman rate is 10% per hour above the Carpenter Foreman rate.

#### **2624 - Change Room & Tool Storage.**

2624.1 - All Contractors performing commercial or industrial work shall furnish a separate, safe, adequate, warm change room and storage space for Carpenters and their tools and apparel; also any Contractor who performs other than commercial or industrial work and furnishes storage space for Carpenters' tools and apparel; in both cases the Contractor shall be responsible for the loss of said tools and apparel in case of physical break in or damage by fire, water, equipment, etc., up to the actual value of the tools but not to exceed Four Hundred Dollars (\$400.00) per individual, per incident. Reimbursement or replacement shall be made within a reasonable time. Employees shall not be removed from payroll due to lack of tools resulting from such loss, pending replacement or reimbursement. Replacement or reimbursement will be made on removal from payroll or in case of job completion. Tool check in and out may be required by Contractor.

2624.2 - The Contractor may supply a list of tools necessary for the employee to provide on the job. The Contractor shall be liable for the replacement cost of tools, up to the value of those tools listed for the employee to provide as an option to the method provided in 2624.1.

**2625 - List of Earnings.** The Contractor shall furnish a list, upon request of a business representative of an appropriate Carpenter Local or Council, of the gross amount earned by each employee in the Carpenter classifications.

**2626 - Hand Tools.** Carpenters shall start a job with adequate and sharp tools. Tools shall be kept sharp at the Contractor's expense. If the Contractor subcontracts tool sharpening or conditioning of tools to any person, he will give first consideration to people represented by the United Brotherhood of Carpenters and Joiners of America.

**2627 - Assembly of Tools.** Employees being removed from payroll shall be allowed adequate time to assemble their tools and apparel.

**2628 - Superannuated Workmen.** Any workman represented by the United Brotherhood of Carpenters and Joiners of America and not being able to perform some marginal job functions may work within the jurisdiction of the Carpenters at a lesser wage scale. The Executive Committee of the District Council shall set this special dispensation wage scale, or the Local Union if no District Council exists.

**2629 - No Discrimination for Age.** There shall be no discrimination on the part of the Contractor concerning elderly men, and the Contractor or his representative shall not request men by age or age groups.



## ARTICLE 27

### WAGE RATES AND CLASSIFICATIONS

<u>CLASSIFICATION</u>	<u>7-1-02</u>	<u>7-1-03</u>	<u>7-1-04</u>
<b>Journeyman Carpenter, Saw Filer, Shingler (Carpenter)</b>			
Northern, Central and Southern Area Rate	\$ 20.00	Wage	Wage
Trans-Northern Remote Area Rate	22.50	Opener	Opener
<b>Carpenter Welder, Floor Layer (Finish)* Pile Driver**</b>			
Northern, Central and Southern Area Rate	20.38	Wage	Wage
Trans-Northern Remote Area Rate	22.88	Opener	Opener
<b>Non-Portable Power Tool Operator *** (such as but not limited to radial arm saws, table saws, automatic nailer or stapler over 10-1/2 lbs. handweight including 10 ft. base or connection)</b>			
Northern, Central and Southern Area Rate	20.74	Wage	Wage
Trans-Northern Remote Area Rate	23.24	Opener	Opener
<b>Carpenter Foreman</b> (Rates are based on 10% above Journeyman Rate)			
Northern, Central and Southern Area Rate	22.00	Wage	Wage
Trans-Northern Remote Area Rate	24.50	Opener	Opener
<b>Pile Driver Foreman</b> (Rates are based on 10% above Journeyman Rate)			
Northern, Central and Southern Area Rate	22.42	Wage	Wage
Trans-Northern Remote Area Rate	24.92	Opener	Opener
<b>General Carpenter Foreman</b> (Rates are based on 10% above Foreman Rate)			
Northern, Central and Southern Area Rate	24.20	Wage	Wage
Trans-Northern Remote Area Rate	26.70	Opener	Opener

\* If certification is required, the employee will be certified at the Contractor's expense.

\*\* United Brotherhood of Carpenters and Joiners of America shall refer all men performing any work relative to pile driving

\*\*\* Carpenters shall have jurisdiction over assistants in this classification. Assistants shall not be less than 3rd six-month's apprentice classification.

**FRINGE BENEFITS:**

Health & Welfare	\$ 2.45
Pension	1.01
Apprenticeship	.30
Labor/Management Coop. Fund	.05
	<u>\$ 3.81</u>

Apprentices will not have pension contributions paid on their behalf until the start of their 5th 6 months classification. All registered apprentices shall receive health & welfare contributions paid on their behalf upon employment. All registered Apprentices shall have the vacation deduction taken from their hourly wage after taxes and sent to the Trust Fund with the Health and Welfare, Pension and Apprenticeship contributions. Pre-apprentices will not have pension or health and welfare contributions paid on their behalf. There will be no vacation deduction for Pre-apprentices.

**VACATION:** Vacation pay in the amount of fifty cents (\$0.50) per each hour paid is to be deducted from the employee's wages after all taxes are deducted and remitted in compliance with the provisions of Article 22. There will be no vacation deduction for Pre-apprentices.

**CHECK-OFF:** Check-off in the following amounts per each hour paid are to be deducted from the employee's wages after all taxes are deducted and remitted in compliance with the provisions of Article 22.

Journeyman	\$ .56
Apprentice	.56
Pre-apprentice	.05

**APPENDIX A**

**A100 - Recognition and Dispatching of Workmen.**

**A101 - Coverage.**

A101.1 - The Contractors hereby recognize the Union who is signatory hereto as the sole and exclusive collective bargaining representatives of all employees of the Contractors signatory hereto over whom the Unions have jurisdiction, as of the date of this Agreement, excluding executives, superintendents, assistant superintendents, civil engineers and their helpers, master mechanics, all supervisory employees such as general foremen, timekeepers, messenger boys, and office workers, except as otherwise herein covered.

A101.2 - Any Local Union, newly chartered by the United Brotherhood of Carpenters and Joiners of America, during the term hereof, and to whom is assigned a work jurisdiction such as is covered by this Agreement, shall, if it elects to do so, notify the Contractor Associations party hereto that it desires to become a party to this Agreement; and shall thereupon likewise be recognized as an exclusive collective bargaining representative, and for all purposes after such notice it shall be deemed a party to this Agreement.

A101.3 - The Unions hereby recognize the Contractor Associations who are signatory hereto as the sole exclusive collective bargaining representative of their members who have designated said signatory Associations as their representatives. The Contractor Associations signatory thereto shall keep the Unions currently informed of any additions to their membership.

## **A102 - Hiring Hall Provisions.**

A102.1 - The individual Contractors shall requisition all workmen who are to be employed in the bargaining unit from the local hiring hall of the Union having area jurisdiction of the particular craft or skill involved. The Union will immediately dispatch such workmen as have been requisitioned on a nondiscriminatory basis in accordance with the dispatching rules as stated in paragraph A104 hereof. However, it is understood and agreed that all such dispatching and the operation of any hiring halls that may be maintained by the Union shall be subject to, and shall be governed by, the following conditions:

A102.1.1 - Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, or on race, color, creed, national origin, sex or age.

A102.1.2 - The Contractors retain the right to reject any job applicant referred by the Union.

A102.1.3 - Employment shall be deemed to commence only upon acceptance by the Contractor. Provided however, if applicant is rejected, he shall be entitled to receive expense allowance and such other benefits as are herein provided. Provided, further, that if such applicant shall at the time he first shows up for work at the project not be ready, able and willing to perform his work for which he has been referred, then and in such event he shall not be entitled to any compensation hereunder.

A102.1.4 - Workmen shall not be referred to a Contractor not a party to this Agreement.

A102.2 - If the Union shall fail to furnish the requisitioned workmen within forty-eight (48) hours after the requisition is brought to the Union's notice, then and in that event the individual Contractors may secure such workmen from any other source available. However, in such event, the individual Contractors will notify the Union immediately when such workmen are hired and shall make arrangements for proper referral.

**A103 - Hiring Hall Violations.** A Contractor who violates the provisions of this Section A100 as to proper referral shall not be entitled to protection of provisions of Article 11 of this Agreement. Such cases shall be settled by the Union business representative and the highest available top management of any Contractor concerned, and in no case shall such settlement be delayed longer than twenty-four (24) hours after said grievance arises, Saturdays, Sundays and other non-working days excepted. During such period, no work stoppage shall occur.

**A104 - Dispatching Procedures.** The following procedures shall be forthwith placed in effect at all Union dispatching offices pursuant to the provisions of this Agreement covering construction in the State of Arizona.

A104.1 - The individual Contractors have agreed that they will first call the dispatching office for all men. If Union agents are asked to supply men, they shall promptly relay such request to the appropriate dispatch office for servicing the request. Union dispatching offices shall normally remain open from 7:00 a.m. to 5:00 p.m. Monday through Friday (holidays listed herein excluded); summer hours (4/1 - 10/30) may be from 7:00 a.m. to 4:00 p.m.

However, this provision shall be satisfied where, if such hours are not maintained, an alternate phone number has been made reasonably available to the Contractor. The Union shall make available after hours telephone numbers to Contractors on request.

A104.2 - A written referral will be given to each workman dispatched to a job. This is not a Union "clearance" but, rather, written evidence in the workman's possession that he has been dispatched in accordance with the applicable Labor Agreement. It will be indicated on this referral as to whether or not the employee has agreed to participate in the payroll deductions authorized in A112.

A104.3 - Each dispatching office shall maintain appropriate registration lists or cards, kept current, and referrals will be made in the following order of preference:

A104.3.1 - Workmen who are properly qualified (as hereinafter provided) whose names are properly registered, and who have worked at the craft as a Journeyman or Apprentice for at least four (4) years.

104.3.1.1 - Individual Contractors may requisition a workman specifically by name from the same craft in which he was previously employed, provided said workman is properly registered and available for such employment.

A104.3.1.2 - For purposes of this paragraph, Drywall/Lather, Millwrights and Carpenters shall be considered separate crafts.

A104.3.2 - All officers and business representatives of the Union, upon returning to employment at their respective trades, shall be considered to have been employed by an individual Contractor signatory hereto.

A104.4 - Where a workman is not called by name, the Union dispatcher shall be delegated the authority to qualify him under the classification ordered. The qualification discretion hereby specifically delegated to the Union Dispatching Office shall include ranking workmen according to previous experience, such as length of employment in the type of work sought and information regarding previous individual employers; and also according to job performance and job tenure. Individual Contractors may delegate to the Union Dispatching Office other selection qualifications from time to time as specifically designated by them.

A104.5 - Notwithstanding the stated order of preference in referrals as outlined in Section A104, and notwithstanding any other provision in this agreement, a dispatching office may give first priority preference to any classes protected by the Civil Rights Act, who are properly registered, where reasonably necessary to comply with "affirmative action plans" which are conditions of federally or state assisted construction or which are established from time to time by the Union and Contractors, in concert with each other, as part of a community action or industry plan.

**A105 - Hiring Hall Inspection.** There shall be complete right of inspection of dispatching operations by authorized representatives of the signatory Contractor Associations; such right to be subject to reasonable restrictions such as written notice to authorities in charge, reasonable hours, and no harassment.

**A106 - Registration.** No workman shall be refused registration or dispatchment because of his Union or non-union status, if he is otherwise entitled to dispatchment. Preference in dispatchment is based solely upon the requirements of Paragraphs A104.3 and A104.4 hereof.

**A107 - Qualifications of Workmen.** It is the responsibility of the Dispatcher to determine, in the first place, the proper group in which to place the registrant. This normally will be based upon information or papers that the man supplies. If any doubt exists as to the registrant's proper placement, the Dispatcher may call prior employers or make other prompt investigations to get the facts needed. Similarly, the Dispatcher should make an appropriate notation, where necessary, of the qualifications of the applicant, or his related experience, to assist in sending

men meeting the individual Contractor's stated requirements. Any dispute which may arise relative to which list a registrant should be placed upon, or as to competency, shall be settled as follows:

A107.1 - The registrant shall file with the dispatching office a written request for review of the disputed matter within ten (10) days after the dispute arises. He shall also, at that time, deposit with the dispatching office a cash bond in the sum of Thirty Dollars (\$30.00) which sum shall be used solely toward paying his share in the referee's fees.

A107.2 - The Local Union will initiate and the Joint Labor Management Board will arrange to have an impartial referee review the dispute within ten (10) days after the written request has been filed. The referee will fix time and place of an informal hearing and notice thereof will be given to the registrant by the Union as soon as practicable.

A107.3 - The referee will examine all material evidence submitted by the registrant and the Union, and will conclusively decide which group the registrant should be placed in and as to what qualifications the registrant has. The Union will then register and classify the registrant accordingly. Nothing contained herein, however, may be interpreted to permit or grant power to the referee to alter, amend, modify or otherwise change any term or condition of the Collective Bargaining Agreement or these dispatching procedures.

A107.4 - The referee will be selected from the clergy or from some other group not directly associated with management or labor.

A107.5 - The referee's fees will be borne equally by the Union and the registrant, except that the registrant shall, in no circumstances, be required to pay a sum in excess of Thirty Dollars (\$30.00). The registrant's share shall be taken out of the Thirty Dollars (\$30.00) bond on file with the Dispatching Office and any excess shall be returned to the registrant as soon as possible.

**A108 - Dispatching Rules.** Dispatchers shall hand each registrant a copy of "Dispatching Rules", and registrant shall sign and return such form to indicate his awareness of the Rules. Received Rules should be kept for a period of six months, filed by dates.

**A109 - Position on List.** If registrants inquire, they should be informed if workmen are registered who are higher in preference than they.

**A110 - Available for Work.** "Available for Work" means that the registrant must be present at the time and place uniformly required for dispatchment and be ready, able and willing to go to the job site and perform the work for which he is being dispatched. The practice of each Dispatching Office shall be uniform as to all registrants, with respect to physical presence in the office at given hours, or telephoning in, being available at a telephone, etc., and registrants shall be informed of the practice.

**A111 - Hiring Hall Modification.**

A111.1 - In the event Federal Legislation, any Federal Court of Appeals decision, or a decision of the NLRB determines or establishes that any portion of this Section A100 is illegal, such portion shall be immediately reopened for the purpose of negotiation, upon notice in writing from either party to the other.

A111.2 - In the event the parties cannot reach an agreement within thirty (30) days from the date of said reopening, then the Parties shall mutually delegate authority to the Dean of the Law College at the University of Arizona, or his nominee, to revise and modify, after opportunity afforded to each party to make argument and present pertinent evidence, said portion of Section A100 in such manner that it will:

A111.2.2 - Conform as nearly as is legally possible to the present language, meaning, and intent of this Section A100, as the same has been initially negotiated in this contract.

A111.2.3 - A decision on said revision or modification by the Dean or his nominee shall be rendered within thirty (30) days, unless a time extension is mutually agreed to by the signatory Parties.

A111.3 - All expenses incurred in the administration of this Section A111 shall be borne equally by the Parties hereto, except that the individual legal fees shall be borne by the respective parties incurring such fees.

A111.4 - Should any portion of Section A100 be declared illegal (as outlined in A111 above), then, upon exhaustion of the thirty (30) day negotiation period, the Union agrees to accept from that date forward all responsibility and to save the employers harmless for any back-pay liability incurred by any of the employers signatory hereto as a result of the operation of the hiring hall until revision has been made in the manner above provided.

A111.5 - If after such a revision, the original language of this Section A100 is again indicated to be legal, then this Section shall immediately and automatically revert to such original language upon written notice by the Union.

#### **A112 - Authorized Payroll Deductions.**

A112.1 - The Contractor, during the life of this Agreement, and subject to all the provisions of this section, shall deduct from the pay of those employees in the bargaining unit who execute an assignment and authorization in the form hereinafter provided, all Union dues levied in accordance with the Constitution and By-Laws of the Union. The Union shall indemnify the Contractor against any claims of loss arising out of the Contractor's deduction of dues not levied in accordance with the Constitution and By-Laws of the Union and the Union will make refunds direct to all employees for any such wrongful deductions.

A112.2 - This dues check-off form shall be a part of the referral form issued to the employee as required under A104.2. All amounts paid to the Union, which would be in excess of the dues paid to the Union, will be reimbursed by the Union to the employee on at least an annual basis. The Contractor shall not be liable for failure to withhold any dues in the event of failure by the Contractor to withhold dues from any employee no longer employed by the Contractor.

A112.3 - Sample Form.

Name \_\_\_\_\_ Date \_\_\_\_\_

Dues in the amount of \_\_\_% of gross wages or \_\_\_cents per hour are to be deducted each month. Effective as of this date I hereby assign to and authorize \_\_\_\_\_ to pay out of wages now due or to become due to me, all initiation and monthly membership dues owed by me to said Local Union. This assignment and authorization shall be irrevocable for the period of one (1) year, or until the termination of the Collective Bargaining Agreement between the Parties signatory hereto, whichever occurs sooner; and I agree and direct that this assignment and authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, for the period of each succeeding applicable Collective Bargaining Agreement between the Contractor and the Union, whichever shall be shorter unless written notice is given by me, either by registered mail or certified mail, to the Contractor, and the Company will forward a copy to the Union not more than twenty (20) days and less than ten (10) days prior to the expiration of each period of one (1) year or each applicable Collective Bargaining Agreement between the Contractor and the Union, whichever occurs sooner.

Date \_\_\_\_\_ Signed \_\_\_\_\_

**B100 - Work Covered - Carpenters.**

**B101** - The work covered by this Agreement shall include but is not limited to the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material but not limited to wood, plastic, metal, fiber, cork or any other materials. The handling, erecting, installing and dismantling and the manufacturing of all material where the skill, knowledge and training of a member of the United Brotherhood of Carpenters and Joiners of America is required, also all helpers required in the above listed classifications and any other divisions or subdivisions of the trade, the burning, welding, rigging and signaling associated with rigging and the use of any instrument or tool for layout, to perform any of the work described herein, either through the operation of machine or hand tools, either at the job site or in production shops, mills and factories.

**B102** - In all cases but not limited to the building, erection, dismantling, fabricating, setting, aligning, leveling, stripping, handling, rigging, installation, transporting, and signaling, relative thereto of all forms, molds for poured-in-place or precast units whether job site or off job site, including centers and bulkheads, all sash, doors, inside and outside blinds, windows and other frames, application of all shingles, siding, wallboard or sheets composed of any material but not limited to wood, wood pulp, plastic, plaster, transite, or composition or any other materials or any combination of any of the items named above with any other material including combined or faced with metal regardless of manner attached. The fabrication of stakes and screeds and the setting thereof including the installation of any precast item regardless of the means, methods or material used.

**B103** - The installation of all moldings made of wood, metal, plastic or any other material, the forming or installing of forms and the cutting of all chases or the notching, layout, building and installing sleeving of any openings through any floors, walls joists, partitions composed of any material erected by the Carpenters.

**B104** - The installation of framework for all partitions and the erection of all partitions such as but not limited to all wood, metal, plastic and composition materials. The fabrication and installing of all cleats, clamps, brackets for holding, securing or supporting any items or material erected by the Carpenters. The erection and installation of Stran Steel or similar material, the installation of all grounds for any finish; the building, erection and dismantling of all scaffolding and staging; the making of all mortar boards, boxes and trestles; installation of all shoring, raising and moving of buildings; the manufacture, fitting, installation and fastening of all stops, beads and molding in doors and windows; the framing of all falsework; the installation of all hardware, the manufacturing and installation of all interior and exterior trim or finish made of any material; fitting, hanging and installation of all doors, sash, jambs, bucks, casings, molding, chair rails, mantels, base or mop boards, wainscoting, furniture, china closets, kitchen cabinets, wardrobes and the installation of bowling alleys and their equipment and the installation of all displays regardless of materials used; manufacture of cooling towers and tanks and the installation thereof; the manufacture and installation of all awnings, door shelters, marquees and jalousies regardless of the material used. The installation of draperies and curtains. The application of all acoustical material regardless of the method used for the installation of all suspended ceilings in their entirety and all insulation, whether nailed, glued or blown, or any other type of installation.

**B105** - The building, erecting and manufacturing of stairs, store, office, bank and other fixtures, shelving, racks of any material; the making and fitting of screens; the installation of all weather stripping and caulking.

The installation of laboratory equipment including cabinets and work benches, bookcases and cabinets, either separately or used in conjunction with heating, and/or air conditioning units, blackboards, bulletin boards, billboards, meter boards and all other types of boards.

**B106** - The handling of lumber, fixtures, trim and all other material erected by Carpenters. The erection of porcelain-enameled panels and metal siding. The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums and open-air theaters and other buildings, regardless of material used. The installation, maintenance and moving all off hoists, derricks, traveling or stationary cranes, concrete distributors and all other equipment used in erecting buildings.

**B107** - The operation of winches and jacks whether operated manually or operated mechanically and all other devices used to handle material to be installed or erected by members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental thereto.

**B108** - The building, installation and repairing of all timber trestles, all wooden bridges, jetties, causeways and all riprap work and the preparation and installation of all pile or piles regardless of the material or method used; also the pulling and removing of same; and all lagging, marine divers, marine tenders and underwater construction workers. The loading and unloading of all derricks, cranes, leads, etc., and all pile and pile driving material and equipment and all signaling pertaining to Piledrivers' work shall be covered by the classifications of the United Brotherhood of Carpenters and Joiners of America.

**B109** - All questions on craft jurisdiction will be handled in accordance with 1101 of this Agreement.



## ADDENDUM

### **Journeyman Skill, Maintenance & Improvement Program (S.M.I.P.)**

Established wage increases for Journeyman in the second and third years of this contract, will be granted only if the individual successfully completes a minimum of eight (8) hours of Journeyman Skill Improvement classes in the first year (07-01-02 through 06-30-03) and a minimum of eight (8) hours in the second year (07-01-03 through 06-30-04) as established under the current training program. If an individual successfully completes a single established class of twenty-four (24) hours or more in the first year of this contract, said individual will be eligible for pay increases effective 07-01-03 and 07-01-04. The Union hall shall be responsible to notify the Contractor when said Journeyman has completed the training. If the Journeyman has not completed his/her training prior to the scheduled wage increase date, the wage increase shall be effective from the date the Contractor receives notice of successful completion of the training.

## ADDENDUM

### **Arizona Carpenters Joint Labor-Management Cooperation Committee**

Effective June 1, 1992, the parties to this agreement have established the Arizona Carpenters Joint Labor-Management Cooperation Committee for the purposes of improving and advancing the interests and welfare of employers and employees working within the unionized segment of the carpentry industry and to engage in any other activities permitted under the Labor-Management Cooperation Act of 1978.

Each contractor signatory to or otherwise bound by this agreement shall contribute, effective June 1, 1992 and during the term of this agreement, the sum of \$.05 for each hour worked by employees performing work covered under the agreement to the Labor-Management Cooperation Fund.

The Committee is a jointly established and administered committee, which will operate pursuant to by-laws, under the direction of a Board of Directors consisting of an equal number of representatives of the contractors and the union. The contractors signatory to and otherwise bound by this agreement agree to be bound by said by-laws and any and all actions and determination of the Board of Directors of said committee.

Signed this 2nd day of November, 1990.

**FOR THE UNION:**

**SOUTHWEST REGIONAL COUNCIL OF CARPENTERS**

By: \_\_\_\_\_  
Richard Mills

**FOR THE CONTRACTORS:**

**ARIZONA BUILDERS' ALLIANCE AND  
SIGNATORY COMMERCIAL CONTRACTORS**

By: \_\_\_\_\_  
Mark Pendleton (Kitchell Contractors, Inc.)  
Chairman Negotiating Committee

By: \_\_\_\_\_  
Joe Schindler (Perini Building Company)  
Negotiating Committee

By: \_\_\_\_\_  
Bo Calbert (McCarthy Building Companies)  
Negotiating Committee

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002



blc