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**STATEWIDE
BUILDING CONSTRUCTION
AGREEMENT**

BETWEEN

**MOUNTAIN WEST REGIONAL
COUNCIL OF CARPENTERS**

AND

**THE ASSOCIATED GENERAL
CONTRACTORS OF COLORADO
BUILDING CHAPTER, INC.**



ASSOCIATED GENERAL
CONTRACTORS OF COLORADO,
BUILDING CHAPTER, INC.



MOUNTAIN WEST REGIONAL
COUNCIL OF CARPENTERS

May 1, 2004 – April 30, 2007



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AGC/C BUILDING CONSTRUCTION MASTER AGREEMENT MOUNTAIN WEST REGIONAL COUNCIL OF CARPENTERS

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PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of May, 2004, by and between the Collective Bargaining Committee of the Associated General Contractors of Colorado, Inc. (hereinafter referred to as the Employer) and the Mountain West Regional Council of Carpenters, on behalf of its affiliated local Unions of the United Brotherhood of Carpenters and Joiners of America, (hereinafter referred to as the Union).

ARTICLE 1 **PURPOSE**

The purpose of this Agreement is to establish the rate of pay, wages, hours of employment and all other terms and conditions of employment of the Carpenter employees of the Employer, ordinarily known as General (Carpenter) Foreman(s), Carpenter Foreman(s), journeymen, apprentices, and Provisional Carpenters who perform work covered by this Agreement.

Further purposes of this Agreement are to promote a settlement of labor disagreements by conference, to prevent strikes, lockouts, labor disputes and work stoppages, to stabilize conditions in building construction in the area affected by this Agreement, to prevent avoidable delays and expenses, and generally to encourage a spirit of helpful cooperation between the Employer and employee groups to their mutual advantage.

It is understood that the following terms and conditions relating to the employment of Carpenters, covered by this

Agreement, have been agreed upon, and that the following provisions will be binding upon the parties to this Agreement during the term of this Agreement.

ARTICLE 2 **CARPENTERS CRAFT JURISDICTION**

A. The following claimed craft jurisdiction asserted by the Union herein is intended solely for the protection of the craft jurisdiction of the Union as compared with the alleged craft jurisdiction of any other union. Therefore, the Carpenters Union's claim of such craft jurisdiction, by itself, does not necessarily, as to all of such claimed craft jurisdiction, constitute work covered by this Agreement, nothing in this Article shall be deemed to constitute an Agreement by the Employer that the Employer is making or will make an assignment thereof to employees covered under this agreement.

B. The Employer shall make the work assignment in writing on the Employer's official letterhead when requested.

C. This Agreement shall govern all work being self performed by the Employer within the recognized jurisdiction of the Carpenters and only employees of the bargaining unit shall perform the work covered by this Agreement; including but not limited to the following: one who prefabricates or constructs forms for footings or foundations of houses, buildings, structure of all descriptions, whether made of plastic, wood, metal or any other type of material, the prefabricating and erecting of all structural parts of a house, building or structure made of wood or any substitute such as plastics, metal or composition materials, who

puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings or any structure, and also to include the dismantling of all forms. The fabrication, erecting and dismantling of all falsework regardless of material. The word falsework defined as meaning not a permanent part of the structure. Where power equipment is used for the moving of material, used by Carpenters in the erection of any structure of work covered by the Carpenters' jurisdiction, all handling, rigging and signaling shall be done by Carpenters. The fabrication and/or setting of all templates including anchor bolts necessary for structural members or machinery and the welding, placing and leveling of these bolts is included.

The fabrication, handling and installation of any temporary weather protection consisting of wood frames covered with plastic sheets, tarps or any other material on work being done by Employers signatory to this Agreement. The use of any instruments or tools on layout work and the shooting of all grades and elevations incidental to the trade.

All framing in connection with the setting of metal columns. The setting of all forms, centers and bulk-heads, the fabrication and setting of screeds and stakes for concrete and mastic floors *where the screed is notched or fitted or made up of more than one member*. The assembling and erection of all slip forms including all integral parts thereof and welding incidental to the installation of same. The unloading, handling, stockpiling and installation of all plastic, metal or cardboard dome pans, including stapling and taping of cardboard dome pans to deck and taping of all joints. The making and setting of all forms used in concrete work. The unloading, rigging, signaling, erection,

fitting, plumbing, aligning, setting, fastening and welding of all precast and prestressed concrete. The making, setting, releasing of all forms and molds, and the placing and tensioning of all cables, either prestressed or poststressed cable, either on the job site or casting yards shall be done by the members of the United Brotherhood of Carpenters. The operation and erection of all lift-jacks and tracks used on job site to erect precast or prestressed concrete shall be done by Carpenters.

The installation of all molding made of wood, metal, plastic or composition, installation of run strips for plumbers or other trades or cutting for pipes through floors, joists or partitions, forms composed entirely or in part of wood or other material erected by Carpenters.

The installation of all frame work, partitions or any material to include metal studs, floor and ceiling runners, braces or any nailable or screwable framing system or similar construction. The installation of trim materials, simulated marble tops, back-splashes for toilets; and bathrooms made of wood, metal or plastics or composition materials; fastening on of all wooden, plastic or composition cleats to iron work or on other materials; the erection and installation of Stran Steel or similar material; cutting and hanging all lumber or other materials between girders and joists for fireproofing or concrete centers; setting of all sash, curtain wall, window wall, sun louvers, inside and outside blinds, windows of all types and component parts of these units made of any material. The unloading, handling, stockpiling, setting of all door frames of any type shall be done by members of the United Brotherhood of Carpenters. Also covered in these jurisdictional claims are: the erection or application of all

shingles, siding, wall board, or sheets composed of wood, wood pulp, plastic, plaster, transite or composition materials or any combination of any of the above with any other material including combined or faced with metal regardless of the manner attached.

Erection of all wood, metal, plastic and composition partitions; cutting and applying of all furring of any material; making and fastening of wood brackets for metal ceilings and side walls; erection of all wood furring for cornices, and putting on all grounds for plaster or cement finish.

The handling, cutting, fitting and the installation and/or placing of tectum decking or any other similar material. The unloading, handling and installation of all exterior and interior panel wall systems including transit, aluminum and any other material. The building, erection and dismantling of all scaffolding and staging to include "safeway" and similar type brands of any material therein constructed for any purpose in the erection of any structure. The building and construction of all derricks; the making of mortar boards, boxes and trestles; putting in needle uprights; all shoring of buildings, razing and moving buildings.

Fitting, installation and fastening of stops, beads and molding in doors and windows; framing of all falsework, derricks and hoists, travelers and all lumber or material used in the building and construction industry; putting on of all hardware; putting up interior and exterior trim or finish of wood, or any other material.

The hanging, setting and installation of wood, metal or plastic doors, sash, jambs, bucks, casings, moldings, chair rails, mantels, sills, base or mop boards, wainscoting, furniture, china closets, kitchen cabinets, wardrobes, and the installation of bowling alleys.

The installation of all materials and component parts of all types of ceilings regardless of their materials composition or method or manner of their installation, attachment or connection, including but not limited to the following items: all hangers, support components, cross furring, stiffeners, braces, all bars regardless of materials or method of attachment, all integrated gypsum wall board ceiling heat panels, or wall board panels to receive radiant heat fill, all main tees, cross tees, splines, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation.

All work in connection with the installation, erection and/or application of all materials and component parts of moveable, demountable, stationary, or curtain walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to the following items: all floor and ceiling runners, studs, stiffeners, cross bracings, fire blocking, resilient channels, furring channels, doors and windows including frames, hardware, casing, molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing material, finish board, fireproofing of beams and columns, fireproofing of Chase interior-exterior insulation systems, sound and thermal insulation materials, fixture attachments including all layout work,

preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.

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

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

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

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

The manufacturing and erecting of cooling towers and tanks. The installation of wood, plastic or metal awnings, door shelters marquees and jalousies. The laying and finishing of all floors including wood, cork, rubber or any other type of resilient floor covering, and all underlayment for same. The installation of all draperies and curtains and all related tracks and hardware. All theater screens, interior and exterior, and all hardware, tracks, scaffolding, frames and related work in stage area. The application of acoustic tile whether glued or nailed, acoustical suspended ceilings in their entirety; and all insulation whether nailed, glued, blown or sprayed to include Styrofoam, Zerete, urethane foam, other chemical materials or any similar insulation.

Building and erecting stairs, store, office, bank and other fixtures, shelving, racks, whether of wood or other materials; making, fitting of screens, putting on weather strips and to include all caulking and installation, including security and ornamental screens and hardware. The installation of laboratory equipment including cabinets, tops and work benches, book-cases and cabinets either separately or used in conjunction with heating or air conditioning units such as Nesbitt or similiar type units, blackboards, tackboards, bulletin boards, billboards, meterboards and boards of all types.

The unloading, handling, stockpiling and erection of all pre-fabricated materials, such as: furniture, cabinets (whether made of wood, metal, plastic or any other materials), store fixtures, frames of all types, including hollow metal doors and hollow metal door jambs, doors and millwork of all kinds, prefabricated walls, floors, roofs, laminated wood materials, etc., shall be

done by members of the United Brotherhood of 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, the installation of all gymnasium equipment including basketball backstops, bleachers, seats, athletic equipment, and erection and dismantling of all portable floors, arenas and any similar type of installation, installing wood, metal and plastic corner beads; erecting mortar and brick hoists and concrete distributors used in erecting building or fireproofing floors, or for pouring concrete buildings, building and repairing coal pockets, breakers, washers, tipples; setting of forms for sidewalks, sidewalk lights, curb and gutters and all welding and burning incidental to carpentry.

The unloading, handling and installation of raised and/or floating floors in their entirety whether made of aluminum, steel or any other material, and the drilling and/or cutting of all necessary holes.

The operation of winches and jacks whether operated manually or mechanically by portable operating devices, used to handle material to be installed or erected by members of the United Brotherhood of Carpenters, and all tagging and signaling incidental to the trade.

The building and repairing of all timber trestles, all wooden bridges; jetties, and causeways and all riprap work; and preparation of all piles; all new and old work on docks and piers to the inshore line of bulkhead, from the backing log down, including the decking and forms for same; all piling including wood, steel

and/or concrete, sheet piling and bracing of same, caissons, cofferdams where piles are bored, jetted, driven or sunk, pulling and removing of all materials pertaining to piledriver's work, all precasting and drypacking of piling. Underpinning, shoring and lagging, marine divers, tenderers, and underwater construction workers. Loading and unloading of all derricks and cranes and pile driving material, signaling for excavation, and all signaling, pertaining to the piledriver's work.

Pile driving work shall consist of pile driving, sheet piling and soldier piling, in its entirety, on all forms of construction in the handling of all equipment in connection with same; all handling of piles, lining up; cutting off, capping and bracing and welding of same, this to include cribbing and lagging installation; also all pulling of piles, wood, concrete, or steel; all wharf building, boat docks and inclines of timber or piling; and all required or incidental welding associated with pile driving and the pulling of pile.

Carpenters shall make and set all concrete forms from cellar bottom and column base in cellar bottom down; elevated trestles and shoring work, including ties and guard rails; all cutting, welding, burning pertaining to piledriver's work, whether of wood, metal, concrete, plastic or of composition material.

D. In the past, the parties have been parties to the National Joint Board for settlement of jurisdictional disputes. To the extent that agreements and decisions of record as published by the National Joint Board for settlement of jurisdictional disputes, including the green book, were in existence as of January 1, 1971, the same are recognized and accepted under

the terms of this Agreement. In all other situations, the applicable provisions of this Agreement shall operate.

E. It is agreed that work covered by this Agreement shall and does include the use of any instruments or tools on layout work and the shooting of all grades and elevations incidental to the trade. It is further agreed that the Employer maintains the responsibility for all layout work and may assign the work as provided in Article 3.

ARTICLE 3 **TERRITORY, WORK AND EMPLOYEES COVERED**

A. Territory: This Agreement covers the entire state of Colorado

B. Work: This Agreement shall cover all work within the territory set forth in Paragraph A of this Article. If the Employer is signatory to the Carpenters Highway and Heavy Engineering Construction Agreement, the Carpenters Residential Construction Agreement, Drywall and Acoustical Ceiling Agreement, Millwright and Millcabinet Local Union 2834 Agreement, then the Employer may perform work described in such Agreement pursuant to the terms of such Agreement. All Drywall and Acoustical Ceiling work which has traditionally been covered by this Agreement is work covered by this Agreement.

C. Employees Covered: The Employer agrees that all work covered by this Agreement shall be performed by the Carpenters classification as set forth herein.

D. Employees Not Covered: This Agreement shall not apply to employees of the Employer who are classified as executives, managers, supervisors, engineers and their helpers unless so designated by their employer.

ARTICLE 4 **RECOGNITION**

The Employer recognizes, for the period of this Agreement, the Union as the sole collective bargaining agent for the employees covered by this Agreement. The employees in the bargaining unit and only such employees shall perform all the work covered by this Agreement.

ARTICLE 5 **UNION MEMBERSHIP**

A. All present employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in the Recognition Clause, Article 4, shall, as a condition of employment, become members of the Union within eight (8) days following the date of this Agreement and shall remain members in good standing during the term of this Agreement.

B. All new employees covered by this Agreement, shall, as a condition of employment, become members of the Union within eight (8) days following the date of their employment, and shall remain members in good standing during the term of this Agreement. "Good Standing" for the purposes of this Agreement is interpreted to mean the payment or tender of initiation fees,

current Union dues and administrative dues uniformly required as a condition of acquiring or retaining membership.

C. The Union shall have the right to require the removal of employees for failure to pay or tender initiation fees and dues as required by this Agreement. All requests for removal by the Union of employees for nonpayment of or failure to tender initiation fees and dues shall be made to the Employer in writing.

ARTICLE 6 **HIRING PROCEDURE**

A. The Employer agrees to give the Union the first opportunity to furnish, and the Union agrees to furnish, all classes of Carpenters that are provided for in this Agreement if workers are available for referral. The Employer further agrees that all requests for Carpenters will be placed with the Union in writing.

1. If the Union shall fail to furnish the requisitioned Carpenters within the forty-eight (48) hours period, then in that event the Employer may hire from such sources as are available and will notify the Union, in writing, immediately of employees hired. The Employer shall also provide with their notification to the Union the following:
 - a. Employees name
 - b. Employees Classification
 - c. Employees Phone number
 - d. Employees Address
 - e. Copy of Employment Application

B. Subject to the Employer's right to hire by name, selection of registrant 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 obligation or aspect of Union membership, policies or requirements. In addition, the selection of registrants for referrals to jobs shall in no way be affected by race, color, age, disability, religion, national origin or gender.

1. The Employer agrees to comply with all laws and regulation, state and federal, with regard to the acceptance, selection and referral of job registrants.

C. Registration Facilities:

1. Registration facilities at Union referral hall shall be available, as a minimum, between the hours of 7:00 a.m. thru 5 p.m., Monday through Friday, holidays excepted.
2. Registrants for employment will be registered by the Union in the order in which they appear for registration, on whichever group list represents the highest preference group for which the applicant qualifies.
3. Any registrant who is passed over by virtue of not being available when his place on the list would otherwise have entitled him to referral shall maintain his relative position on particular group list on which he is registered.

4. Any registrant, who is rejected by an Employer, as provided in this Agreement shall be immediately restored to his prior place within his group list and shall be referred to another Employer in accordance with the position of his group and his place within the group.
5. When a referred registrant has been employed on a job for more than forty (40) hours his/her name shall be removed from the list until such time as his/her employment has been terminated, at which time he/she shall be re-registered at the bottom of the group list for which he/she is qualified.
6. When a properly referred registrant refuses to accept employment, after accepting referral, or refuse employment three (3) times, his name shall be placed at the bottom of the appropriate list under which he is entitled to be registered.
7. Registrants on a referral hall group list not referred to a job within the calendar month of their original registration or re-registration must re-register within the first five (5) working days of each month. Registrants who fail to so re-register will be dropped from the group list.

D. Order of Referral:

1. The Employer shall first call upon the Union for such workers as the Employer may from time to time need, and the Union shall furnish to the Employer the required number of qualified and

competent workers of the classification requested by the Employer strictly in accordance with the provision of this Article.

2. To be eligible for referral a registrant must:
 - a. Meet the minimum training and experience qualifications necessary to perform any specific work assignments as required.
 - b. Be unemployed in the Carpentry trade and available for work.
 - c. Be currently registered on the out of work list.
 - d. To qualify for referral as a journeymen registrant must submit evidence either of satisfactorily having completed a course in apprenticeship training conducted by or under the direction (discretion) of the standards of the Bureau of Apprenticeship, United States Department of Labor, or submit satisfactory written proof that they have a minimum of four (4) years experience in the carpentry trade and demonstrate the ability and knowledge to perform the task.

E. Registrants evaluation.

1. The Union may additionally request registrants to perform a manipulative test related to the trade specialty they desire to register under.

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

CARPENTER LIST. Journeymen Carpenters, layout, form builders and setters, framers, finish, and welders.

INTERIOR SYSTEMS LIST. Journeyman Dry-wallers, metal framer, lather, acoustic specialist, layout and welders.

3. The Employer may request by name any qualified Carpenter/Apprentice who has worked for any participatory Employer during the last twelve (12) month period, provided that they are available.
4. The Union shall dispatch Apprentices, other than those called by name as stated above, from the out of work list in the order that the Apprentice signed the out of work list regardless of the Apprentice's training period.

F. Qualification Records:

1. The Union shall maintain all training records of registrants and make available to the Employer upon request.

G. Non-Discrimination:

1. *Registration and referral of registrants shall be on a non-discriminatory basis. The Union agrees to comply with all laws and regulations, state and federal, with regard to the acceptance and referral of registrants without discrimination.*

H. Right to Reject:

1. The Employer retains the right to reject any Carpenter referred by the Union. The Employer shall notify the Union, in writing, within twenty-four (24) hours and provide the following:
 - a. Name
 - b. Classification
 - c. Date of refusal
 - d. Reason for refusal

I. Employment Records

1. In addition to the application forms and registration lists provided for herein, the Union shall maintain employment records for each registrant hereunder for employment during the year immediately prior to first registration, and for each subsequent employment, whether or not with an Employer. Employment records shall contain the following information:

- a. Name of Contractor
- b. Dates and places of employment
- c. Nature of employment
- d. Reason for termination of employment

THE EMPLOYER SHALL FURNISH A TERMINATION FORM FOR EACH EMPLOYEE EMPLOYED UNDER THIS AGREEMENT AT THE TIME OF TERMINATION, BUT NO LATER THAN FORTY-EIGHT (48) HOURS AFTER TERMINATION, TO THE APPROPRIATE HIRING HALL WITH A COPY TO THE EMPLOYEE, LISTING THE DATE, THE REASON FOR TERMINATION AND ELIGIBILITY FOR REHIRE.

J. Access to Facilities and Records:

1. The Employer shall have the right at any time to inspect the referral hall facilities, examine any and all records pertaining to its operation or otherwise provided for herein, and make any investigation necessary to establish that the terms of this Article are being fully complied with. Any information contained in the records provided for under paragraphs (F), and (I) shall be made available to any Employer, as it may request in writing to the Union

K. Posting:

1. A full copy of this Notice shall be posted in plain view and made available for inspection by applicants for employment and employees, at the referral hall at or near the place of registration, at

each building site, at each Employer's permanent office and at any other place where notices to employees and applicants are customarily posted. The notice shall carry in bold type the following:

"NOTICE TO ALL APPLICANTS, WHETHER OR NOT MEMBERS OF A UNION: An Agreement exists between the AGC, and the MOUNTAIN WEST REGIONAL COUNCIL OF CARPENTERS providing for a non-discriminatory system for recruiting applicants for employment."

L. Save Harmless:

1. Should either the Employer or Union violate, or fail to comply with, any of the terms or conditions of this Article, by discrimination or otherwise, and thereby cause liability to be asserted against or imposed on the other, the non complying party shall indemnify, defend, save and hold the other harmless from any and all liability, loss, cost, expense, and damage, including, but not limited to, legal fees, wages or other charges incurred by reason of such conduct.

M. Referral Complaint:

1. Any individual who believes he has been discriminated against with respect to the operation of these procedures shall be entitled to appeal in accordance with Article 17.

ARTICLE 7
HOURS AND OVERTIME

Section 1. Hours of Work:

A. The regular workday shall consist of eight (8) hours with one-half (1/2) hour lunch period. The Employer shall establish a regular starting time between 5:00 a.m. and 9:00 a.m. A mid-morning break of fifteen (15) minutes will be allowed.

B. The regular workweek will consist of five (5) eight (8) hour days, Monday through Friday, for a total of forty (40) hours per week. During a holiday week, the regular workweek will consist of the remaining four (4) eight (8) hour days, for a total of thirty-two (32) hours per week.

C. Overtime. All time worked on Saturdays, Sundays and holidays, shall be overtime hours and shall be paid for at the applicable overtime rates except as otherwise provided in this section overtime shall be calculated on the appropriate base hourly wage rate. All fringe benefits, as well as Vacation, shall be paid at straight time rates.

Overtime will be paid only for work over ten (10) hours in the shift, over forty (40) hours in a regular workweek, over thirty-two (32) hours in a holiday week. Individual employees not having worked a full week shall be paid overtime on Saturdays after they have worked forty (40) hours. Excluded from this provision are employees hired in the middle of the week and apprentices during their training rotation. This provision may not

be utilized unless all employees of the individuals crew are also given the opportunity to work.

Work on Sundays and holidays shall be paid at the rate of double time (2X) for all hours worked. All other overtime shall be paid at the rate of time and one-half (1 1/2X).

When overtime work is being performed all employees shall be equally considered in regard to the opportunity to work overtime if qualified.

D. Make-up Provision. Saturday may be used as a make-up day, at regular hourly rates, if time has been lost during the regular workweek as a result of weather or equipment breakdown. In the event time is lost for any other reason beyond the control of the Employer, Union permission will be necessary before Saturday can be used as a make-up day. The purpose of a make-up day is to provide work for the employees and contribute to the progress of the job. It shall not be mandatory for an employee to work a make-up day. During a holiday week, Saturday will not be used as a make-up day for the holiday.

E. Four Day Workweek. The Employer can substitute a weekly work schedule consisting of four (4) ten (10) hour days. Notwithstanding any other provisions of this Agreement, and to the extent permitted by law, such schedule shall be worked at straight time only. Hours worked over ten (10) in any one work-day or forty (40) in any workweek, shall be paid at one and one-half (1 1/2) the base rate, excluding Sundays and Holidays which shall be paid at two (2X) times the base rate and over thirty (30) hours on a 4X10 schedule during a Holiday week.

When working 4X10's, the fifth day may be considered as a regular workday if time has been lost during the current four day workweek, except when the fifth day falls on a Sunday or holiday. The guidelines for using the fifth day as a make-up day will be as established in paragraph (D) above. It is agreed that a minimum of ten (10) hours will be worked, weather permitting, unless it is mutually agreed to by the Union and the Employer.

The Employer will give a one week (1) notice to the Union prior to changing to a 4 day, (10) ten hour workweek.

Section 2. When an employee is required to work more than two (2) hours beyond the normal shift in any one (1) day, the Employer will either: a) allow the employee a paid thirty (30) minute dinner period and furnish a meal, or b) pay an additional one (1) hour at the applicable overtime rate.

Section 3. Lunch Period. One-half (1/2) hour daily shall be the maximum time required for a lunch period.

No employee shall work over five (5) hours, in the first half of the shift, without a thirty (30) minute lunch period. Employees will receive the overtime rate after the first five (5) hours of work without a thirty (30) minute lunch period until the employee begins a thirty (30) minute lunch period or until the end of the shift. In the event of an urgent situation on the job, lunch period can be delayed up to one (1) hour beyond the five (5) hour maximum without penalty.

Section 4. Holidays. Recognized holidays which shall be observed by the Employer herein shall be:

New Year's Day
Memorial Day
Independence Day (July 4th)

Labor Day
Thanksgiving Day
Christmas Day

When any named holiday falls on Sunday, the following Monday will be observed as the holiday. When any named holiday falls on Saturday, the preceding Friday will be observed as the holiday.

Under no circumstances shall work be scheduled for Labor Day except in cases of emergency involving life or property.

Section 5. National Election Day (Presidential and Congressional). Each employee shall be allowed one (1) hour off, with pay, for the purpose of voting. Contractors will provide one paid hour of time off on national election days to those who show proof of voter registration and proof of voting during the pay period in which the Election Day falls.

Section 6. Shifts. The Employer may establish multiple shift work.

A. When two (2) or three (3) shifts are worked, they shall be as set forth below:

1. The day shift will have a regular starting time as established by the Employer between 5:00 a.m. and 9:00 a.m. The employee shall work eight (8) hours and receive eight (8) hours pay, excluding one-half (1/2) hour lunch period.

2. The swing shift will start immediately after the day shift. The employee shall work seven and one-half (7 1/2) hours and receive eight (8) hours pay, excluding one-half (1/2) hour lunch period.

3. The graveyard shift will start immediately after the swing shift. The employee shall work seven (7) hours and receive eight (8) hours pay, excluding one-half (1/2) hour lunch period.

B. Less than five (5) consecutive days work on graveyard and swing shifts shall be paid at the overtime rate, Saturdays and Sundays excluded.

C. The Business Representative in the area and/or the Union where the work is to be performed shall be notified forty-eight (48) hours prior to starting of shift work.

D. When work is to be performed in occupied buildings, or on projects where owner conditions dictate special conditions and such work is of a nature that it is not appropriate or practical to perform such work during the regular work hours, the Union and Employer can negotiate other shifts. When job conditions are such that access to the site is not available during regular hours, then such work, to include tenant finish, renovation, alteration and modernization, may be performed after access to the premises is available, at the regular rate.

ARTICLE 8
WORKING RULES

A. Reporting.

When any new or current employee is called for work by the Employer and reports with proper tools at the time designated by the Employer, ready, willing and qualified to do the work, and no work is assigned, the employee shall be entitled to two (2) hours show-up time except when weather conditions or other conditions beyond the control of the Employer prevent work performance. If work is ordered to commence, and thereafter a work stoppage occurs, the employee shall receive two (2) hours pay or actual time worked, whichever is greater.

When any employee is laid off when reporting to work at the beginning of the next scheduled shift, the employee shall receive two (2) hours pay at the straight time rate in addition to wages previously due.

When any employee has been ordered to report to work by an Employer at a scheduled starting time and reports late to the job site, employment may be refused if a reasonable excuse is not provided. If put to work, the employee will be paid for actual time worked.

All reporting time pay to be paid under this Section shall be computed at the appropriate rate. Checks for new hires may be mailed to the employee or the Union, as requested by the employee.

B. Payment of Employees.

The Employer shall pay employees in full for the payroll period. Each Employer shall designate a regular workday of the week as payday, within one (1) week following the end of the payroll period. All Carpenters employed shall be paid on that same day each week and will be paid on the job before quitting time. Payment shall be made by cash, or negotiable check. Checks may be mailed or electronically deposited to the employee, if requested by the employee.

Any employee discharged or laid off shall be paid in full at the time of termination. Any employee required to wait for pay beyond the time limit set forth herein, shall be paid eight (8) hours straight time pay, at the rate for the classification held on payday, for each twenty-four (24) hour period or fraction thereof. Employees entitled to reporting pay only will have checks mailed to their residence or the Union as requested by the employee.

Any employee laid off due to shortage of work or job completion shall be given one-half (1/2) hour notice.

Employees quitting a job of their own volition will receive their pay in full on the next regular payday.

When the designated payday falls on a holiday, the next workday shall be determined as the official payday.

The Employer agrees that with each negotiable paycheck, it shall also provide the employees with a payroll stub containing the following information:

- a. Employer's name;
- b. Employees name and social security number;
- c. Hours worked, regular and overtime;
- d. Payroll period;
- e. Gross amount of pay;
- f. Itemized Deductions.

C. Foreman and General Foreman.

Section 1. All Foremen and General Foremen shall be members of the United Brotherhood of Carpenters and Joiners of America. Selection of the Foreman and General Foreman shall be made by the Employer. Foremen shall be assigned as required by the Employer.

1. No Foreman, regardless of the number of employees supervised, shall be required or allowed to work with the tools of the trade when employees under the Foreman's direction are dismissed due to weather conditions or other conditions beyond the Employer's control. Lack of work or completion of job are exceptions.
2. The Foreman and General Foreman shall be competent journeyman Carpenters and will direct the work under the supervision of the Employer or the supervisory employee in charge of the work.

Carpenter Foremen and/or General Foremen shall not act as a Steward.

3. It shall be the duty of every Foreman or General Foreman to work in conjunction with the Steward on the job. Foremen or General Foremen shall not use physical violence, abusive or profane language in dealing with employees. Foremen and General Foremen shall be covered by and subject to all of the provisions of this Agreement and shall be represented by the Union just as are all other employees covered by this Agreement.

Section 2. Foreman and General Foreman shall receive wages as per the Appendix.

Section 3. When a Foreman and/or General Foreman are employed on a weekly salary basis, such salary shall not be less than the amount received on a forty (40) hour basis plus all contributions paid to fringe benefits shall be paid to the Trust on a minimum of forty (40) hours per week.

D. Unemployment Compensation and Workers Compensation. The Employer shall make such deductions from the employee's salary/ wages as required by state and federal laws and shall carry unemployment insurance and workers compensation insurance on all employees. Unemployment compensation shall be carried by all Employers where one (1) employee or more is employed.

E. Leaving Employment. No employee shall quit a job without giving sufficient notice to enable him to be replaced with another qualified employee. Any employee requiring leave for sickness or other just cause shall secure such leave from the superintendent or Foreman. No employee covered by this Agreement shall be terminated either voluntarily or involuntarily without being furnished with a termination slip stating reason for termination and signed by the Employer with copy provided to the Union within forty-eight (48) hours.

F. Tools and Transportation of Tools. No Carpenter will be allowed to furnish, rent, lease or supply any workbench, miter box, jackscrews, power tools, electric/battery/pneumatic and acetylene welding and cutting equipment, sawhorses, or heavy steel bars exceeding thirty (30) inches in length, drill bits, taps and dies, or files or tools other than those found in the Carpenter's regular tool chest, and Carpenters shall not furnish cars or trucks for hauling or transporting Employer's tools and materials.

G. Tools in Good Order: Sharpening of Tools. Carpenters must have tools in good order when going on any job. Carpenters shall not be prohibited from sharpening tools during working hours on the job when necessary or Employer may hire tool sharpening done off the job-site by others.

H. No Restrictions. No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor saving devices. There shall be no restrictions as to the amount of work an employee

shall perform during the working day. No unfair methods of competition between employees will be used.

I. Wood Working Machinery. Wood working machinery in use on a job site must be operated by a journeyman Carpenter or by a registered apprentice and/or provisional Carpenter under direct supervision of a journeyman.

J. Employment of Apprentices. The employment of apprentices shall be governed by the approved Apprenticeship Standards as administered by the Joint Committee on Apprenticeship. Apprentices will be required to conform to the rules and procedures required by said Standards.

K. Provisional Carpenter. When the Union is unable to provide manpower in the requisite needs, within forty-eight (48) hours, the Employer may utilize Provisional Carpenters in accordance with the following:

1. Definitions:
 - a. To be paid no less than a first (1st) period Apprentice with benefits.
 - b. Joint Evaluation/Determination within thirty (30) day from date of hire and placement to Journeyman or Apprentice status on the thirty-first (31) day.
 - c. Work under the supervision and at the direction of a Journeyman Carpenter.
 - d. Must be dispatched by the Union.

- e. May perform all work within the trade autonomy of the Carpenters jurisdiction defined herein.
2. Upon written documentation from the Employer, college interns may be hired as Provisional Carpenters, and would be excluded from subsection b as stated above.

L. Storage of Tools. On each job, the Employer shall provide an adequate secure tool house or storage room for the safekeeping of the employee's tools and clothing. During winter months, the Employer shall provide properly heated space for eating lunches.

Employer will provide for replacement of tools that are stolen and/or damaged while in the custody of the Employer. Employees will provide to the Employer an itemized tool list upon hiring and prior to the loss.

M. Time to Pick Up Tools. Carpenters will be allowed adequate time prior to the end of each shift to pick up tools.

N. It is agreed that work covered by this Agreement shall and does include the use of any instruments, devices or tools on layout work and the shooting of all grades and elevations incidental to the trade.

O. No employee covered by this Agreement shall be disciplined, discriminated against or discharged for refusing to do work that is clearly outside the jurisdiction of the Union.

ARTICLE 9

UNION REPRESENTATIVES

A. Union Representative. The Union Representative shall have access to all projects while construction work covered by this Agreement is in progress. The Union Representative agrees to comply with safety and security regulations in force on the project. The Union Representative shall make all necessary *and reasonable effort to notify the Employer before entering the project.*

B. Steward. A qualified carpenter steward may be appointed by the Union (with concurrence of the Employer, *which will not be unreasonably withheld*) who shall assist the Carpenters and the Employer in maintaining jobsite harmony and progression of the work. All jobsite Stewards will have the ability to contact members on the job site to ensure proper credentials are in order during non-working hours.

Stewards will adhere to Employer's company policies. Management will consider the Steward's ability to work through completion of the project before they are laid off. Layoff of a Steward prior to completion of a project will require notification to the Union. There shall be no discrimination against the Steward who will be treated, in all respects, as any other Carpenter on the job.

ARTICLE 10
SAFETY CLAUSE

Section 1. The Employer and the Union agree that safety on the job is of utmost importance. Every effort shall be made toward safe and sanitary conditions of work. It shall not be a violation of this Agreement for any employee or employees to refuse to work under unsanitary or unsafe working conditions, nor shall any employee be discharged for refusing to work under such conditions.

Section 2. Safety standards as contained in OSHA, federal, state and local government safety laws, rules and regulations must be observed by the employees and the Employer on all jobs covered by the within Agreement; safety policies of the project owner will be observed.

Section 3. Employees shall comply with safety policies established by Section 2 and by the Employer, but only to the extent such policies have been made known to the employee. Failure to comply with such policies or failure to participate and cooperate in such safety program may be cause for discharge.

Section 4. All accidents and injuries must be reported by the employees immediately to the Employer. Should any Carpenter meet with an accident or be taken ill on the job, the Steward and/or the Foreman shall see that the Carpenter is properly taken care of and tools put away safely. Any necessary expense or loss of time incurred by this duty shall be defrayed by the Employer.

The Steward and/or Foreman shall take note of the cause of the accident and report the same to the office of the Employer and the Union as soon as possible. If a Carpenter dies or is killed on the job, all Carpenters on that job shall cease work for the remainder of the day. Any Carpenter injured in a job accident during the shift requiring emergency treatment by a physician or hospitalization shall receive pay for the full shift if unable to return to work.

Section 5. The Employer agrees to provide, and the Carpenters agree to use, all required safety equipment and all required protective clothing as required in Section 2 above. Not included are safety toed work boots.

A. Goggles, respirators, boots and other personal protective equipment shall be properly cleaned before being issued to employees.

B. The Employer may require the employee to sign a receipt for any safety equipment and protective clothing or gear which may be furnished by the Employer to the employee, and if such safety equipment and protective clothing or gear is not returned in as good condition as received, ordinary wear and tear excepted, the cost shall be deducted from the final paycheck, such deductions not to exceed Employer's cost. In the event safety equipment and/or protective clothing is stolen, the employee must file a report with the Employer within two (2) days of the time of loss.

Section 6. On all projects Employer will furnish suitable, clean drinking water and single use sanitary cups. Water

container will be closed type with spigots or faucets and shall be kept clean at all times.

Section 7. The Employer will furnish a sufficient number of sanitary toilets. Toilets will be cleaned on a regular basis.

Section 8. The Employer shall be permitted to establish a drug and alcohol policy. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Section.

Section 9. The Employer and the Union hereby adopt policies, procedures and conditions for a pre-employment substance abuse analysis to be administered by the Union and approved by the Labor Management Cooperative Committee. Successful passage of this pre-employment substance abuse analysis shall be, and hereby is, a condition of employment for all registrants.

Any registrants not successfully passing the pre-employment substance abuse analysis shall not be entitled to utilization of any rights or remedies under any grievance procedure pursuant to this Agreement. The Employer will not unreasonably withhold employment opportunities from those employees who have successfully completed or are complying with the requirements of an approved substance abuse rehabilitation program.

The Employer shall not hire any registrants unless registrants are in possession of, at the time of commencement of

employment, a current identification card showing successful passage of the pre-employment substance abuse analysis. If the Union cannot supply sufficient, qualified registrants, the Employer shall test all registrants, as a condition of employment, according to the same policies and procedures as contained in the Labor Management Cooperative Committee pre-employment substance abuse analysis program.

ARTICLE 11 **DISCHARGE**

The Employer shall be the sole judge as to the qualifications of all employees. The Employer shall have the right to discharge for cause any employee who proves to be unsatisfactory to the Employer.

The employer will present to the employee, upon termination, a *termination slip with reasons for layoff*. A copy of each termination will be provided to the Union within forty-eight (48) hours of such action.

ARTICLE 12 **MANAGEMENT**

A. It is distinctly understood and agreed by the Union that the Employer reserves the right of management at all times, and may select, in cases of reduction or replacement of forces, those employees who are, in its estimation, the best qualified.

B. The Employer shall designate what work employees shall do, without regard to seniority.

C. Except only as specifically limited by this Agreement, management by the Employer, the direction of the working forces and the maintenance of discipline and efficiency of employees are the sole, complete and exclusive rights and responsibilities of the Employer.

D. The Employer shall designate in writing the names of its Carpentry subcontractors awarded the work, when specifically requested by the Union.

ARTICLE 13 **ADMINISTRATIVE DUES CHECKOFF**

Each Employer, for the duration of this Agreement, shall deduct from the pay of each employee who submits a signed authorization card, (on file with the Union), the Administrative Dues Check-off specified by the Union, and shall remit same to the Trust Fund Administrator.

The Union shall notify the Employer thirty (30) days prior to the month that any change in the Administrative dues is to be effective. The Union shall obtain and provide to the Employer voluntary written authorization for each employee.

The Union hereby covenants and agrees to indemnify and hold harmless the Employer from any and all lawsuits, causes of action, claims and costs (including reasonable attorneys' fees) which may be incurred by the Employer arising from the omission or failure to obtain and maintain the written authorization of each employee of the Employer, as provided above and/or based in whole or in part upon allegations that the

aforesaid administrative dues do not constitute "membership dues" within the meaning of Section 302(c)(4) of the National Labor Relations Act.

ARTICLE 14 **TRUST FUNDS**

A. Heretofore by certain Agreements and Declarations of Trust there have been established the following Trust Funds:

- a. Carpenters' and Millwrights' Health Benefit Trust Fund;
- b. Centennial State Carpenters' Pension Trust Fund and Annuity Plan;
- c. Colorado Carpenters' and Millwrights' Vacation Trust Fund;
- d. Colorado Carpenters' Apprenticeship Trust Fund;
- e. Labor Management Cooperative Committee.

Each of said Agreements and Declarations of Trust is incorporated herein by reference as if fully set forth herein. Copies of the full Agreements are available from the Administrator of the Carpenters and Millwrights Benefit Trust Funds.

B. Each of said Trust Funds is administered by a Board of Trustees composed of a number of Employer representatives and an equal number of Union representatives. Each of said Boards of Trustees has adopted certain benefit plans, rules, regulations, eligibility standards and collection procedures. The Employer and the Union hereby acknowledge that the adoption of said benefit procedures are exclusively within the province of

each of said Boards of Trustees, subject only to those limitations set forth in this article.

C. The Employer and the Union agree to be bound by and to comply with the decisions of the Board of Trustees and the terms and provisions of each of said Agreements and Declarations of Trust, including all benefit plans, rules, regulations, eligibility standards and collection procedures as are in effect at the time of execution of this Agreement and as hereafter may be amended, changed, deleted from or added to during the effective term of this Agreement.

D. For each straight time hour and each overtime hour worked by each employee covered under this Agreement, and for each hour due to be paid to each such employee as shift differential, the Employer shall pay to each of said Trust Funds contributions in the amounts set forth in the Appendix.

E. The time, form and procedures of reporting and paying fringe benefit contributions shall be as required by each of said *Boards of Trustees pursuant to duly adopted rules, regulations* and/or collection procedures; provided, however, that the fringe benefit contribution due date shall not be sooner than the 10th day of each calendar month for all contributions which have accrued for each full weekly payroll period during the immediately preceding calendar month. Written notice of any changes which hereafter may be adopted in the collection procedures shall be mailed to the Employer and to the Union not less than thirty (30) days prior to the effective date thereof.

F. Auditing. The Employer agrees that upon reasonable request therefore and during regular working hours each of said

Boards of Trustees by its designated accountant or other designated representative shall be entitled to audit the books and records of the Employer as may be necessary to determine that all fringe benefit contributions have been and are being properly reported and paid to each of the Trust Funds in accordance with its adopted collection procedures. The Employer shall permit examination of all state and federal employment tax reports, payroll ledgers, time cards and other records which may be necessary to determine the number of hours worked by employees covered under this Agreement.

If the audit discloses no delinquencies in reporting or payment of fringe benefit contributions, the cost of such audit shall be borne by the Trust Funds; otherwise, all or part of the audit cost may be assessed against the Employer.

G. From all payments made to the Vacation Trust Fund, the Employer shall make all regular payroll deductions for federal and state income tax, social security, etc., as required in connection with the payment of wages, but the gross amount of said vacation payments shall be transmitted to the Vacation Trust Fund.

H. In addition to the Employer's negotiated contribution to the Centennial State Carpenters Pension Trust Fund Annuity Plan, individual employees may elect to make an individual contribution to the 401(k) option under the Annuity Plan. An employee who elects to participate in the 401(k) option may elect to reduce their hourly pay by \$0.50 per hour or multiples of \$0.50 per hour up to a maximum of \$4.00 per hour and have such elective deferral amounts contributed to their individual account

in the Annuity Plan. To participate, each employee must execute a written Voluntary Employee Contribution Authorization Form which will be effective as of the first day of a payroll period and which may be terminated as of the last day of a payroll period. Once terminated, contributions cannot be re-authorized for thirty (30) days. Changes in contribution amount must be in writing and cannot be executed more than once per month. All participating Employers agree to withhold the authorized amounts from the employees wages (pre federal and state income tax) and to report and pay such amounts to the Annuity Plan pursuant to procedures established by the Board of Trustees.

I. The Memorandum of Understanding of "Retirees Returning to Work" and the Memorandum of Understanding of "Annuity Contributions for General Foreman" are incorporated herein as if written and are extended to the term of this Agreement.

ARTICLE 15 **FRINGE BENEFIT BOND**

Each Employer signatory to, or bound by, this Agreement shall furnish a Fringe Benefit Payment Bond, letter of credit or similar security in such form as may be approved by the Board of Trustees of the various trust funds as follows:

<u>NUMBER OF EMPLOYEES</u>	<u>FACE AMOUNT*</u>
0 – 5	\$7,000.00
6 – 12	\$12,000.00
13 – 25	\$25,000.00
26 – 100	\$50,000.00
Over 100	\$100,000.00

*Amounts of minimum bond requirement is subject to change as determined by the Board of Trustees each January 1st.

Said Bonds (or other suitable security) shall be in favor of the currently designated Administrator (or whomsoever the Board of Trustees shall designate) of all the aforesaid Fringe Benefit Trust Funds referred to in this Agreement. In the event an Employer fails to furnish a Fringe Benefit Payment Bond (or other suitable security) within ten (10) days after requested, in accordance with the above procedure, the Union shall be relieved of all obligations under this Agreement insofar as concerns such Employer. In addition, in order to preserve its own interests and protect its members, immediately upon knowledge of any such event, the Union shall authorize and direct its members to refuse to work for such Employer.

ARTICLE 16

TRUST FUND DELINQUENCIES

A. Throughout the effective term of this Agreement, the Employer and the Union agree to be bound by and to fully comply with all terms and provisions of the Trust Agreements referred to herein and to comply fully with all, regulations and eligibility standards adopted by each of said Boards of Trustees, together with any and all further amendments, changes and additions to said Trust Agreements and/or to said rules, regulations and eligibility standards which at any time may be adopted.

B. In the event of non-payment or delinquent payment of contributions, the Employer shall pay to each of said Trust

Funds such other penalty payments as may be required, including liquidated damages, interest, audit fees, court costs and reasonable attorney fees for the expense of collection. Article 17, Disputes, does not apply for reconciliation of Trust delinquencies, disparities, and disputes.

C. If any of said Boards of Trustees, acting directly or through its authorized representatives, makes a determination that the Employer is delinquent in furnishing timely reports in proper form, making timely payment of contributions or in failing to comply fully with any of the provisions of the applicable Agreement and Declaration of Trust or with any rules, regulations or collection procedures of such Trust Fund, then, in addition to the foregoing provisions of this Article, the Union may refuse to furnish any employees to such delinquent Employer and/or may direct employees currently employed by such delinquent Employer to cease working and/or may impose economic or other legal sanctions against such delinquent Employer. Any such action by the Union shall not be in violation of the Strike Prohibition provisions set forth in this Agreement. Prior to removal of employees, the Union will give the Employer twenty-four (24) hours notice.

ARTICLE 17 **DISPUTES**

A. Contractual Disputes:

Section 1. In the event that a dispute, other than a jurisdictional dispute, arises involving the application or interpretation of the terms of this Agreement, the parties agree that the same

shall be determined and settled in the manner and by the procedures hereinafter set forth. The employee must notify the Employer's representative and the business representative within five (5) working days of any dispute. If the parties are unable to reach a settlement, the dispute shall be reduced to writing and the aggrieved party shall notify the other party that the dispute is being referred to a Board of Adjustment.

Section 2. The Board of Adjustment shall be composed of two (2) representatives designated by the Chairman of the AGC/C Collective Bargaining Committee and two (2) representatives designated by the Union herein. The Board of Adjustment shall meet not later than five (5) working days after a grievance has been presented to it.

Should the Board of Adjustment be unable to render a majority decision after convening and hearing the dispute, the Board shall, within five (5) working days, select an Arbitrator who is not directly connected with the building or construction industry, either as contractor or Union. Should the parties be unable to agree on the Arbitrator within the stated time limit, the same shall be selected from a panel of five (5) names submitted by the Director of the Federal Mediation and Conciliation Service in Washington, D.C. The party initiating the dispute shall strike first on said list.

Section 3. The decision of the Board of Adjustment or the decision of the Arbitrator, as the case may be, shall be final and binding upon each party to the dispute in each instance and shall be within the scope and the terms of this Agreement.

a. The decision of the Arbitrator shall be rendered within five (5) regular working days after the hearing of the dispute before him.

b. Any expense incurred by engaging an Arbitrator shall be borne equally by the parties to the dispute.

Section 4. The Board of Adjustment and the Arbitrator are empowered to hear and decide disputes growing out of the interpretation and application of this Agreement, but neither shall engage in negotiations for changes or amendments to this Agreement, wage rates, hours of work or working conditions.

Section 5. Time limits stated in this Article may be extended by mutual consent of both parties.

(B) Jurisdictional Disputes:

Section 1. Work shall be assigned by the Employer in accordance with the definitions in Article 2 of this Agreement. If a dispute arises, the Employer's assignment shall be followed until the matter can be resolved mutually using the procedures defined herein. The Union and the Employer agree that there will be no strikes, no work stoppages, slowdowns, lockouts, or other interferences with work.

In the event a dispute should arise between the Union herein and any other Union or Unions with respect to jurisdiction over any of the work covered by this Agreement, such disputes shall be settled by the Unions locally. Any settlement made shall establish only which of the competing Unions is entitled to have

its members perform the work in question. Any settlement made shall not establish the number of workmen in a crew or establish performance of work by a composite crew unless these conditions are agreed to by the Employer.

In the event the dispute cannot be satisfactorily resolved as outlined above, then the matter shall be referred to the International Unions of the respective competing Unions by the Unions or any one such Union. Thereafter, if the respective International Unions resolve the dispute by determining the assignment should be made either to the members of the Union herein or to the members of such other Union, such decision of the Internationals shall be binding upon the Employer and upon each of said Unions. Any settlement made shall establish only which of the competing Unions is entitled to have its members perform the work in question. Any settlement made shall not establish the number of workmen in a crew or establish performance of work by a composite crew unless these conditions are agreed to by the Employer.

Section 2. Pending the resolution of the dispute in accordance with the above procedures or in the event such resolution is not attained, the assignment of work as made by the Employer shall continue in effect and all work shall proceed without interruption, interference, delay or cessation. In the event a determination is made in accordance with the procedures above provided and such determination alters the assignment previously made by the Employer, no damages, back pay or fringe benefit contributions shall be assessed against the Employer for work assigned and performed prior to such determination.

Section 3. The Employer and the Union shall comply with the resolution of the jurisdictional dispute when settled under the above procedures.

C. No Work Stoppage:

Section 1. Throughout the effective term of this Agreement, the Union agrees that neither it nor any of its officers, agents or representatives shall engage in, authorize or encourage any stoppage or suspension of work, slowdown, sit-down, picketing, strike or concerted refusal to work.

Section 2. Throughout the effective term of this Agreement, the Employer agrees that neither it nor any of its officers, agents or representatives shall engage in, authorize or cause any lock-out or concerted work stoppage.

Section 3. Exempted and excluded solely from the foregoing provisions of this Paragraph (C) is a Union work stoppage authorized by Article 15, Fringe Benefit Bonds; Article 16, Trust Fund Delinquencies; and Article 8(B), Payment of Employees.

ARTICLE 18
EQUAL EMPLOYMENT OPPORTUNITIES

Section 1. Both the Employer and the Union agree to comply with all applicable federal, state and local laws, regulations, rules, directives and orders with regard to the acceptance, selection, classification and referral of applicants for Union membership and applicants for employment, without

discrimination due to race, color, national origin, disability, religion, age or gender.

Section 2. If, after two (2) full business days after the date of request, the Union is unable to refer applicants for employment to the Employer in sufficient number and types of minority groups or disadvantaged employment groups as may be necessary to enable the Employer to comply fully with the requirements of the Employer's construction contract with an owner or with any governmental body or agency, then in such event the Employer may directly recruit and employ, from any source, the number of acceptable applicants and employees as may be necessary to satisfy such contractual requirements. Applicants and employees so selected by the Employer shall otherwise comply with the provisions of this Agreement.

The name of such governmental agency will be submitted to the Union in writing at such times as requests are made by the Union.

Section 3. The use of masculine or feminine gender or titles in this contract shall be construed to include both genders.

ARTICLE 19 **STRIKE & LOCKOUT PROHIBITION**

Throughout the effective term of this Agreement, the Union agrees that neither it nor any of its officers, agents or representatives shall engage in, authorize, encourage or threaten any stoppage or suspension of work, sympathy strike, slowdown, sit-down, picketing, strike or concerted refusal to work. The

parties agree that employees will be required during the term of this Agreement, under penalty of discharge or discipline, to cross any picket line maintained on any work site. Refusal on the part of the employees to cross any such picket line will constitute a breach of this Agreement.

Exempted and excluded from the foregoing provision is the Employers failure to pay various fringe benefit funds, non-payment of wages, failure to comply with Article 13, Administrative Dues Check-off, or Employers failure to abide by the decision of an impartial arbitrator.

Throughout the effective term of this Agreement, the Employer agrees that neither it nor any of its officers, agents or representatives shall engage in, authorize or cause any lockout or concerted work stoppage.

It is further agreed that employees will be required to enter any work site through separate gates established by an Employer for their entrance, even though there may be pickets elsewhere in or out of the premises. The Employer will make every effort to establish separate gates within forty-eight (48) hours of the establishment of a picket.

ARTICLE 20 **EQUAL TREATMENT**

The Union agrees that it will not enter into any other agreement(s) with any Employer, for the type of work covered by this Agreement, except as specifically provided in this Article. It is the intent of this Article that the Union will not enter into any

project agreement, single job agreement, memorandum of understanding, etc. In the event the Union enters into, renews, or amends any agreement, oral or written, with any Employer(s) or affecting any Employer(s), doing work in the geographical area covered by this Agreement, which agreement contains, allows or permits any terms and conditions that are different in any manner from those terms and conditions expressed herein, then, in that event, any Employer signatory to this Agreement (either individually or as a member of a multi-employer group) shall have the option of adopting such different agreement by written notification to the Union. From the date of said notification, this Agreement shall be deemed amended accordingly. The Union further agrees that if it should enter into, amend or renew any agreement referred to in this Article it will notify, within ten (10) working days, the Chairman, AGC/C Collective Bargaining Committee. The failure to provide such notice will be a breach of this Agreement. The Union will allow any qualifying Employer to sign this full agreement.

It is understood that the Union may negotiate agreements with specialty subcontractors containing terms and conditions which are different from those terms and conditions set forth in this Agreement (notice to be provided to AGC/C within ten (10) days). To the extent any Employer signatory to this Agreement performs any of the types of work specifically covered by any different agreement, then such Employer may exercise its option to adopt the different terms and conditions, provided the requesting Employer becomes signatory to said agreement.

The Union may enter into this Agreement on a "trial basis" with any Employer (to include any member of a joint venture)

that was not signatory to or otherwise bound by any type of agreement with the Union during the term of the preceding 2001-2004 Agreement. Any Employer that enters into this Agreement on a "trial basis" may elect to terminate this Agreement after one year after signing this Agreement. If the Agreement is not terminated within one year, this "trial agreement" shall become a full term Agreement or may be extended beyond one year if approved by the AGC/C Collective Bargaining Committee and the Union . An Employer may have only one "trial basis" Agreement.

It is understood that this Article may not be utilized to adopt any different term or condition which may occur by reason of the application of Article 21, Government Work and Article 22, Economic Relief.

Specifically excluded from this Article are those agreements entered into with Owners which self-perform their own work, Employers with National Carpenters Agreements, projects agreements that are entered into on a multi-trade basis that are available to Employers signatory to this Agreement, and Project Labor Agreements that are entered into by the Union directly with an Owner.

ARTICLE 21 **GOVERNMENT WORK**

The parties agree that on government projects covered by a wage determination decision, Employers will be required to pay only those wage rates and fringe benefits set forth in the wage determination applicable to that specific government

project, for the duration of the project. To the extent that the fringe benefit rates set forth in the pre-determined wage are less than the contract rate, the Employer will pay the contract rate and reduce the wage rate accordingly. If, through the exercise of this Article, a different term or condition should result, the Employer will only be allowed to use such different term or condition on the specific government project.

ARTICLE 22 **ECONOMIC RELIEF**

The Employer and the Union agree that there may be occasions when economic relief in the terms of this Agreement would enhance the Employer's ability to successfully bid projects, thus creating more work opportunities for bargaining unit employees.

The Employer agrees to have thoroughly considered the competitive provisions already established in this Agreement such as full use of apprentices and provisional Carpenters and the availability of skilled employees provided by the Union's hiring hall before requesting any economic relief.

The Union agrees to address the requests in the spirit of maintaining or recovering work opportunities for its members. Any request for economic relief must be submitted to the Union at least three (3) working days prior to bid date. The Executive Secretary/Treasurer of the Mountain West Regional Council of Carpenters will address Employer requests for economic relief. The Executive Secretary/Treasurer will respond within two (2)

working days after the request is received. The Union may grant, modify or deny the request.

The Union will notify every Employer signatory to this Agreement bidding the project of any relief granted or denied.

It is understood that if any relief is granted on a project, every effort will be made to perform work covered by this Agreement using bargaining unit employees.

This provision shall not be utilized by the Employer for the purposes of renegotiating this Agreement generally, shall not be abused by the Employer, and shall only be requested by the Employer when the circumstances warrant. The Union is obligated to abide by the spirit and letter of this provision.

This Article shall not be utilized by the Employer in the administration of Article 20, Equal Treatment, and Article 21, Government Work.

ARTICLE 23

SELF-PERFORMED WORK

It is recognized by both parties to this Agreement that self-performance of work covered herein is beneficial for training, trust fund viability and promotion of the carpentry craft and the construction industry. Therefore, the Employer agrees to give due consideration to self-perform or sub-contract to signatory Employers.

In the event the Employer decides to subcontract any portion of the work covered herein, the Employer will not exclude any Subcontractors, on the basis of Union affiliation, from bidding or negotiating the work. Notwithstanding, the Employer is not restricted in any manner from subcontracting to any Subcontractor of choice, any or all of the work covered under this Agreement.

ARTICLE 24 **SAVING CLAUSE**

It is not the intention of either party signatory hereto to violate any federal or state laws governing the employment of employees covered by this Agreement. Both parties agree that if any portion or part of this document is determined to be illegal under prevailing laws or regulations, the remainder, not so affected, shall remain in full force and effect, if it is possible to separate such illegal portion or part. In any event, an immediate conference of the parties involved will be called to assure a uniform understanding of the issue.

ARTICLE 25 **ENTIRE AGREEMENT**

This document contains all of the agreements and understandings between the Employer and the Union. Nothing outside of this Agreement shall modify, change or add to its terms and provisions except for amendments agreed to in writing by both parties. The parties to this Agreement assume full responsibility for their actions insofar as the terms of this Agreement are concerned.

ARTICLE 26
JOINT LABOR MANAGEMENT COMMITTEE

A. A Joint Labor-Management Committee shall be established under this Agreement pursuant to the terms of the Labor-Management Cooperation Act of 1978. The Committee shall consist of ten (10) members, five (5) Management members appointed by the AGC/C Collective Bargaining Committee, and five (5) Union members appointed by the Union.

B. The purposes of the Committee are as follows:

1. To improve communication between representatives of labor and management;
2. To provide labor and management with opportunities to study and explore new and innovative joint approaches to achieving work effectiveness;
3. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the area industry;
4. To expand and improve working relationships between labor and management;
5. To promote the unionized Carpentry Industry.

C. The Committee will meet at least once each month to develop and implement plans to meet the above objectives.

D. The Committee will be funded by AGC/C contributions, per schedule (Appendix). The Committee may apply for and receive funds from either federal or state agencies.

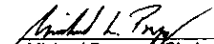
ARTICLE 27
REOPENER CLAUSE

This Agreement shall remain in full force and effect from the 1st day of May, 2004 through the thirtieth (30th) day of April, 2007. Either party desiring to renegotiate any of the terms of this Agreement on the expiration date shall serve notice in writing to the other party not more than ninety (90) days but not less than sixty (60) days prior to the termination date herein specified and negotiations must start within fifteen (15) days of receipt of such notice. If no notice is forwarded by either party, it is agreed that the terms and conditions of this Agreement shall be extended for a period of twelve (12) months and the same provisions shall be effective for each succeeding year thereafter until discontinued by either party.

D. The Committee will be funded by AGC/C contributions, per schedule (Appendix). The Committee may apply for and receive funds from either federal or state agencies.


COLLECTIVE BARGAINING COMMITTEE,
ASSOCIATED GENERAL CONTRACTORS
OF COLORADO, BUILDING CHAPTER,
INC.

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, MOUNTAIN
WEST REGIONAL COUNCIL OF
CARPENTERS

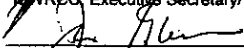

Michael Boggess, Chairman
Saunders Construction



Roger Shomers, Chairman
MWRCC, Regional Director


Phillip F. Harris
AGC/C Representative

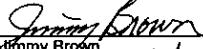

Johnny Suarez
MWRCC, Executive Secretary/Treas


Joe Ostmeyer
The Weitz Company


Jim Gleason
MWRCC, President

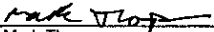

Kevin Barden
Gerald H. Phipps, Inc.


Michael Malecki
MWRCC, Representative

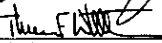

Jimmy Brown
PCL Construction


Gail Dins
MWRCC, Representative


Todd Barry
Beck Group


Mark Thompson
MWRCC, Representative


Dave Dainegan
G E Johnson Construction


Tom Whittaker
J E Dunn Construction Co.

IN WITNESS WHEREOF, the parties have caused this AGC/C Building Construction Agreement to be executed as herein above set forth.

DATED THIS _____ DAY OF _____, 2004

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE AREA CODE _____ NUMBER _____

FAX AREA CODE _____ NUMBER _____

JOB SITE PHONE _____

PRINT: AUTHORIZED COMPANY REPRESENTATIVE AND TITLE

SIGNATURE

DATE

WORKMAN'S COMPENSATION INSURANCE CARRIER ACCT. NO.

COLORADO UNEMPLOYMENT INSURANCE ACCT. NO.

PRINT: AUTHORIZED UNION REPRESENTATIVE AND TITLE

SIGNATURE

DATE

EXECUTIVE SECRETARY/TREASURER

DATE

APPENDIX
Statewide Carpenters Wage and Benefit Schedule
5/1/04 to 4/30/07

Journeyman

	<u>5/1/04</u>	<u>5/1/05</u>	<u>5/1/06</u>
Base	\$20.45	\$20.70	**
Vacation	\$ 1.00	\$ 1.00	\$ 1.00
Training Incentive*	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>
Total Taxable	\$22.45	\$22.70	**
Foreman	\$ 1.50	\$ 1.50	\$ 1.50
General Foreman	\$ 2.50	\$ 2.50	\$ 2.50

*Training incentive: To be eligible for the training incentive beginning May 1, 2005 and each year thereafter, each member shall complete a minimum of sixteen (16) hour of technical training and five (5) hours of the required safety training through the Journeyman Continued Education Program. This requirement is an addition to the OSHA 10 requirement.

Fringe Benefit Schedule

	<u>5/1/04</u>	<u>5/1/05</u>	<u>5/1/06</u>
Health	\$ 4.30	\$ 4.80	**
Pension	\$ 1.75	\$ 1.75	\$ 1.75
Annuity	\$ 1.00	\$ 1.00	\$ 1.00
Apprenticeship	\$.35	\$.40	**
International Training***	\$.04	\$.04	\$.04
LMCC	\$.02	\$.02	\$.02
Contract Administration	<u>\$.01</u>	<u>\$.01</u>	<u>\$.01</u>
Total Benefits	\$ 7.47	\$ 8.02	**
Total Package	\$ 29.92	\$30.72	\$31.52

** Apportionment of the negotiated Economic increase in 2006 (\$0.80) will be designated by the union as indicated and distributed accordingly, with concurrence from the AGC/C Collective Bargaining Committee.

***Participation in the International Apprenticeship Training Fund is to be reviewed annually.

Apprentices

<u>Period</u>	<u>Percentage</u>	<u>5/1/04</u>	<u>5/1/05</u>	<u>**5/1/06</u>
1st Period	60%	\$ 12.27	\$ 12.42	**
2nd Period	65%	\$ 13.29	\$ 13.46	**
3rd Period	70%	\$ 14.32	\$ 14.49	**
4th Period	75%	\$ 15.34	\$ 15.53	**
5th Period	80%	\$ 16.36	\$ 16.56	**
6th Period	85%	\$ 17.38	\$ 17.60	**
7th Period	90%	\$ 18.41	\$ 18.63	**
8th Period	95%	\$ 19.43	\$ 19.67	**

The Fringe Benefit Schedule for Apprentices shall be the same as the Journeyman classification, except that there shall be no Pension contributions until the Apprentice enters his/her 7th period (90%).

Crew Mix

The ratio of Journeyman to Apprentice shall not be greater than 1:1 determined on a company wide basis.

Provisional Carpenter

The wage rate and benefit schedule for Provisional Carpenters shall be a minimum of the 1st period apprentice (60%).

ZONE B
Wage and Benefit Schedule

Zone B includes the following Colorado Counties: Montezuma, Dolores, San Juan, La Plata, Hinsdale, Mineral, Archuleta, Rio Grande, Conejos, Alamosa, San Miguel and Costilla.

Journeyman

	<u>5/1/04</u>	<u>5/1/05</u>	<u>*5/1/06</u>
Journeyman	\$ 19.30	\$19.47	*

Apprentices

<u>Period</u>	<u>Percentage</u>	<u>5/1/04</u>	<u>5/1/05</u>	<u>*5/1/06</u>
1st Period	60%	\$ 11.58	\$ 11.68	*
2nd Period	65%	\$ 12.55	\$ 12.66	*
3rd Period	70%	\$ 13.51	\$ 13.63	*
4th Period	75%	\$ 14.48	\$ 14.60	*
5th Period	80%	\$ 15.44	\$ 15.58	*
6th Period	85%	\$ 16.41	\$ 16.55	*
7th Period	90%	\$ 17.37	\$ 17.52	*
8th Period	95%	\$ 18.34	\$ 18.50	*

Fringe Benefit Schedule

	<u>5/1/04</u>	<u>5/1/05</u>	<u>*5/1/06</u>
Health	\$ 4.30	\$ 4.80	*
Pension	\$ 1.00	\$ 1.00	\$ 1.00
Annuity	\$.50	\$.50	\$.50
Apprenticeship	\$.35	\$.40	*
International Training**	\$.04	\$.04	\$.04
LMCC	\$.02	\$.02	\$.02
Contract Administration	<u>\$.01</u>	<u>\$.01</u>	<u>\$.01</u>
Total Benefits	\$ 6.22	\$ 6.77	*
Total Package	\$ 25.52	\$26.24	\$26.96

* Apportionment of the negotiated Economic increase in 2006 (\$0.72) will be designated by the union as indicated and distributed accordingly, with concurrence from the AGC/C Collective Bargaining Committee.

** Participation in the International Apprenticeship Training Fund is to be reviewed annually.

The Fringe Benefit Schedule for Apprentices shall be the same as the Journeyman classification, except that there shall be no Pension contributions until the Apprentice enters his/her 7th period (90%).

Crew Mix

The ratio of Journeyman to Apprentice shall not be greater than 1:1 determined on a company wide basis.

Provisional Carpenter

The wage rate and benefit schedule for Provisional Carpenters shall be a minimum of the 1st period apprentice (60%).