

EXPIRES JUNE 30, 2008

**2003 - 2008
Carpenters
Agreement**

TABLE OF CONTENTS

Click on any heading to view text

	Section
Annuity Plan	42
Appendices	38
Apprentices	39-E
Area Covered	3
Audit	21
Basis for Contributions	47
Bonding	37
Bridge Structure & Related Highway Addendum	(Appendix F)
Carpenters Training Trust for Northern California	44
Carpenters Work Preservation Committee Trust	45-A
Carpenters Work Preservation Committee	2-A
Contract Administration and Work Preservation Committee	45
Contributions for Superintendents	46
Document Signing	35
Efficiency	18
Employer Membership	6
General Saving Clause	10
Grievance Procedure	51
Health and Welfare	40
Hiring	49
Holidays	25
Independent Agreement	8
Injury	34
Insulators Addendum	(Appendix D)
Jurisdictional Disputes	16
Liability of the Parties	9
No Discrimination	11
No Strike	15
Non-Union Fabricated Materials	33
Overtime	26
Parking	27
Payment of Wages	31
Pension Plan	41
Pick Up Time	29
Picket Lines	17
Pre-Job Conferences	20
Prohibition of Piece Work	32
Recognition of Employer	5
Recognition of Union	7
Residential Addendum	(Appendix C)
Safety	19
Scaffold Erection Addendum	(Appendix E)
Shift Work	23



**2003 - 2008
Carpenters
Agreement**

TABLE OF CONTENTS (Continued)

	Section
Click on any heading to view text	
Show Up Time, Termination Pay & Discharge	30
Special Millwrights Agreement	(Appendix B)
Stewards	14
Subcontractor Records	36
Subsistence	(Appendix A)
Subsistence	48
Term of Agreement	2
Tools	28
UBC Health & Safety Fund	45-B
Union Representative	13
Union Security	12
Vacation and Holiday Plan	43
Wage Rates	39
\$25 Million Dollar Clause	39
Work Covered	4
Work Day	22
Work Fees	43-A
Work Preservation, Contracting & Subcontracting	50
Work Week	24

**2003-2008
CARPENTERS' MASTER AGREEMENT
Between
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.
and
CARPENTERS' 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD
of the
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA (AFL-CIO)**

PREAMBLE

This Agreement represents a new beginning of cooperation between signatory employers and the Union in a mutual effort to retain and regain the major portions of the work within the geographic area for unionized construction. The successes of the Agreement will be judged on the ability of the signatory contractors to be successful in obtaining contracts where union employees will be employed.

**CARPENTERS MASTER AGREEMENT (AGC)
46 Northern California Counties
2003-2008**

SECTION 1

THIS MASTER AGREEMENT, made and entered into this 1st day of July, 2003, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. (AGC), and their respective members, herein referred to collectively as the Employer and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Northern California Carpenters Regional Council (NCCRC) and affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement amends, modifies, supplements, changes, extends and renews the Agreements dated June 16, 1971, July 18, 1974, June 16, 1977, June 16, 1980, September 1, 1982, January 1, 1986, April 1, 1988, June 16, 1992, June 16, 1996, August 1, 1999 and is effective July 1, 2003*.

*Effective date of July 1, 2003, effective for signatory employers signed to the new agreement prior to July 1, 2004. All employers not signatory prior to July 1, 2004, effective date shall be July 1, 2004.

**SECTION 2
TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from the 1st day of July, 2003, through the 30th day of June, 2008, and shall continue thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June, 2008, or not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June of any subsequent year in which the Master Agreement may terminate, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

All notices required to be given to the Union shall be addressed to it at 265 Hegenberger Place, Oakland, California 94621.



2003 - 2008 Carpenters Agreement

Page 2

While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided above. Notice to the Employer shall be deemed notice to all individual employers.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

SECTION 2-A CARPENTERS WORK PRESERVATION COMMITTEE

Notwithstanding the provisions of Section 2, the parties to the Agreement hereby establish a Committee composed of three (3) representatives appointed by the Carpenters 46 Northern California Counties Conference Board and three (3) representatives appointed by the Associated General Contractors of California, Inc. This Committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by this Agreement. The Committee is authorized to approve such changes as it deems to be in the best interest of the parties to this Agreement.

This Committee shall be empowered to develop rules and procedures, subject to the approval of the bargaining parties, to carry out the intent of the bargaining parties.

SECTION 3 AREA COVERED

The area covered by this Agreement shall be Northern California, consisting of the forty-six (46) counties located above the northerly boundary of San Luis Obispo County, the northerly boundary of Kern County, and the westerly boundaries of Inyo and Mono Counties, to wit: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

SECTION 4 WORK COVERED

All carpentry work on all construction, including, but not limited to, construction, erection, alteration, repair, modification, demolition, addition or improvement of or to a building or any other structure or construction.

All carpentry work on heavy, highway and engineering construction, including, but not limited to, the construction, improvement, modification and demolition of all or any part of streets, highways, bridges, viaducts, railroads, storage elevators, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, pipelines, offshore construction, or operations incidental to such heavy construction work.

Work in connection with new methods of construction or use of materials established or developed during the term of this Agreement, and the use and application of tools, devices, metal or plastic studs or any substitute thereof, metal or plastic forms or slip form procedures, mechanical, power driven or otherwise, customarily and regularly used by carpenters,



any mechanical or technological substitutes thereof, whether continuously or intermittently and which are regarded tools of the carpentry trade. This shall include though not be limited to the use and operation of forklifts, platform lifts and operation of concrete chutes.

All carpentry work in connection with plywood decking, beam sides and beam soffits and all concrete form work.

All carpentry work in connection with tilt-up construction including, but not limited to benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, stripping of forms, rigging, setting, plumbing and aligning, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors, installation of laminated beams or precast structures, and operation of the forklift in reference to all of the above work.

All carpentry work in connection with displays, conventions, trade shows and exhibitions.

All work in connection with self supporting scaffolds over fourteen (14') in height whether patent or otherwise constructed.

The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern, in all its branches and phases including pre-finished wood and hardwood products, such as nailing, filling, laying, stripping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and related work.

Should an individual employer party to this Agreement perform work as a drywall contractor or drywall subcontractor, he shall do so under the terms and conditions of the current Drywall/Lathing Master Agreement between the Carpenters 46 Northern California Counties Conference Board and/or the NCCRC and the appropriate Drywall Contractors Association for the 46 Northern California Counties. However, drywall work which is incidental to the work of the individual employer may be performed under the terms and conditions of this Agreement. Should an individual employer party to this Agreement perform work or subcontract work covered by the Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders Local Agreement, the individual employer shall observe the terms and conditions of said Agreement.

Should an individual employer party to this Agreement perform work or subcontract work covered by the Office Modular Systems Addendum, the individual employer shall observe the terms and conditions of the Office Modular Systems Addendum.

SECTION 5 RECOGNITION OF EMPLOYER

The Union hereby recognizes the Employer as the sole and exclusive bargaining representative for their respective members, present and future, who are or hereafter become members.

SECTION 6 EMPLOYER MEMBERSHIP

This Agreement is made for and on behalf of and shall be binding upon all persons, firms or corporations under any name or style of doing business in the construction industry that, at the time of the execution of this Agreement are, or during the term hereof become, members of the Employer, in the area covered by this Agreement. A list of such individual employer members shall be furnished to the Union upon the execution of this Agreement, and thereafter shall be furnished to the Union not less often than once a month.

**2003 - 2008
Carpenters
Agreement**

Page 4

All individual employers shall be and remain liable under this Agreement for and during the term thereof, irrespective of whether such individual employers shall resign from membership in the Employer or withdraw from the Carpenter Multiemployer Bargaining Section prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of said membership or withdrawal and remain in force for and during the term of this Agreement. Such individual employers shall be bound by any amendments, modifications, supplements, changes, extensions or renewals of or to this Agreement unless such individual employer gives written notice to the Employer and the Union not more than ninety (90) days nor less than sixty (60) days prior to July 1, 2003, or July of any year in which this Agreement may terminate.

**SECTION 7
RECOGNITION OF UNION**

The employer and each individual employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its constituent bodies represents a majority of employees employed to perform bargaining unit work and agrees that the Union and/or each of its constituents is the collective bargaining representative of such employees. The Employer, on behalf of itself, each of its members and each individual employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this Agreement within the meaning of Section 9 of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the NCCRC and all of its affiliated local unions.

**SECTION 8
INDEPENDENT AGREEMENT**

In the event the Union establishes special conditions for work covered by this Agreement, those special conditions shall be made available to the Employer or individual employers who wish to perform the designated work in the same locality as provided for in that immediate Area Agreement.

The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum to this Agreement which might be negotiated in any area covered by this Agreement between the Union, any individual employer or group of individual employers.

**SECTION 9
LIABILITY OF THE PARTIES**

This Agreement is made for and on behalf of, and shall be binding upon all persons, firms and corporations, who at the time of execution of this Agreement are members of the Employer, or subsequently become members of the Employer as defined in Section 6 (Employer Membership). This Agreement is binding upon each individual employer regardless of whether or not the individual employer changes the name or style or address of the business. Each individual employer, corporate or other legal entity, or its successor as per Section 6 (Employer Membership), shall be liable, subject to, and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours, and working conditions in the area covered by this Agreement.

Except as may be provided in Section 2 (Term of Agreement) of this Agreement, each employer individually signatory hereto waives any right that he or it may have to terminate, abrogate, repudiate, or cancel this Agreement during its terms, during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement, or to file any Petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation.



**SECTION 10
GENERAL SAVING CLAUSE**

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement are therefore intended to apply no broader than that permitted by law.

**SECTION 11
NO DISCRIMINATION**

It is mutually agreed by the Employer and the Union to fully comply with all the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Orders No. 10925, 11114 and 11246, and California Fair Employment Practices Act, and Americans with Disabilities Act of 1991 to the end that no person shall, on the grounds of age, sex, race, color, disability as defined by the Americans with Disabilities Act, national origin or Vietnam Veteran status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of this Agreement.

**SECTION 12
UNION SECURITY**

- (1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an individual employer on work covered by this Agreement on the effective date of this Section 12 shall, as a condition of employment or continued employment, remain a member in good standing of the Union or the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union or the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on the expiration of eight (8) days of employment, continuous or cumulative, on such work following the beginning of such employment or the effective date of this Section 12, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other members. If Federal law is hereafter amended to permit a lesser requirement for union membership or union membership as a condition of employment than provided in this Section 12, the Employer and the Union will promptly enter into negotiations with regard to such subject.
- (2) The individual employer shall not be required to discharge any employee pursuant to this Section 12 until a written notice from the appropriate Local Union of the Union of such employee's non-compliance with this Section 12, stating all pertinent facts showing such non-compliance, shall have been served upon such individual employer and two (2) working days shall have been allowed for compliance therewith.
- (3) No person (owner, partner, or officer of any individual employer) shall be permitted to perform work covered by this Agreement unless such person is covered by all the provisions of this Agreement including the payment of

all Trust Fund contributions; provided, however, that not more than one (1) owner may be permitted to work with the tools under the same conditions with the exception of Section 12 (1). This section shall not be interpreted so as to diminish work opportunity for employees covered by this Agreement.

Membership in good standing shall be defined as the tendering of uniform initiation fees and dues, including work fees.

SECTION 13 UNION REPRESENTATIVE

Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been or will be performed. Where there are visitation restrictions imposed at the jobsite by entities other than the individual employer, the individual employer will use his best efforts to provide access to the site by the union representative.

SECTION 14 STEWARDS

- (1) A steward shall be a working journeyman employee, appointed by the Local Union or NCCRC of the Union, who shall, in addition to his/her work as a journeyman be permitted to perform, during working hours, such of his/her Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees that stewards shall be allowed a reasonable amount of time for the performance of such duties. The Union shall notify the individual employer of the appointment of each steward. Unless notified to the contrary, the first journeyman on the job shall act as job steward until the Union appoints a successor. In no case shall a foreman be a steward.
- (2) No steward shall be discharged or laid off except for just cause. In the event of layoff or discharge of a steward, the Union shall be given notice in writing at least two (2) working days prior to the effective date of such discharge or layoff. Such notice shall contain the reasons for layoff or discharge.

The steward shall be the last employee other than the foreman to be laid off for lack of work but may be transferred to another job providing the Union is given prior notice for the transfer.

- (3) Application or violation of this Section shall be subject to Section 51 "Grievance Procedure."

SECTION 15 NO STRIKE

Except as provided in this Section, there shall be no strike, lockout or work stoppage by any party hereto or any individual employer. The Union may withhold workers or picket the job of any individual employer who fails to pay wages or is in violation of the Piece Rate Prohibition or Trust Fund Contribution provisions of this Agreement. The Union may withhold workers of any subcontractor who fails to pay wages or is in violation of the Piece Rate Prohibition or Trust Fund Contribution provisions of this Agreement. The Union, with five (5) days written notice to the individual employer may withhold workers or picket the job of any individual employer for violation of the Hiring Hall (Section 49), Union Security (Section 12) or Subsistence (Appendix A) provisions of this Agreement only if no dispute exists between the Employer and the Union concerning such alleged violation.

SECTION 16 JURISDICTIONAL DISPUTES

There shall be no cessation or interference in any way with any work of the Employer or any individual employer by reason of Jurisdictional Disputes between the Union and any other union affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions themselves, or submitted to the International Presidents of the Unions involved in the dispute, for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by the individual employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement. The individual employer shall be bound by an agreement between the General Presidents.

SECTION 17 PICKET LINES

The parties to this Agreement recognize that it is vital to the Unionized segment of the Construction Industry that the work opportunities of the employee and the individual employer signatory to this Agreement proceed without interruption because of disputes involving employers and/or unions not signatory to this Agreement

The Union will not discipline, the individual employer will not permanently replace and the parties both agree not to threaten nor cause to be denied the rights of individual workers to respect primary picket lines established at or on the jobsites of the Individual Employer.

SECTION 18 EFFICIENCY

It is agreed that the carpenters, through their field representatives, use their efforts to encourage greater efficiency on the job and that they refrain from the solicitation of premium payments for employees represented by the Union. The employees and the Union shall use their efforts to encourage greater efficiency compatible with sound construction practices on the job and shall refrain from the solicitation of premium payments for employees. Except as provided in Section 50 (Work Preservation, Contracting and Subcontracting) hereof, neither party to this Agreement shall by working rules or other means or device, impose or direct any work limitations affecting quantity restrictions, quotas or units of production, either maximum or minimum, relating to work covered by this Agreement.

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 supplied by the individual employer.

SECTION 19 SAFETY

The Union shall cooperate (1) with the individual employer and with each other in carrying out all of the individual employer's safety measures and practices for accident prevention and (2) employees shall perform their duties in each operation in such a manner so as to promote efficient operation of each particular duty and of any job as a whole. The Union and the Employer recognize that drug and alcohol abuse creates an unsafe and inefficient work place. The individual employer must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

2003 - 2008 Carpenters Agreement

Page 8

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

The individual employer shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Union or NCCRC is responsible for such implementation or maintenance.

All safety equipment required by State or Federal regulations, including hard hats, shall be provided and maintained by the individual employer without cost to his employees. Upon termination, the employee shall return such equipment to the individual employer.

SECTION 20 PRE-JOB CONFERENCES

- (1) The individual employer shall at his option or at the option of the Union or NCCRC call for a pre-job conference. If the Union or NCCRC desires, it shall be entitled to a pre-job conference solely with the individual employer. The individual employer may include his subcontractors at such conference.
- (2) The individual employer shall advise the Union or NCCRC in writing, at all times of the names (including trade names and names of individual proprietors or partners who signed the subcontract) and addresses of all subcontractors or his subcontractors employed or to be employed or contracted with for services to be performed under this Agreement. Such written notice shall be made at the pre-job conference or ten (10) days prior to the commencement of work by any such subcontractor.
- (3) The individual employer shall, upon request of the Union or NCCRC, submit letters of past or present work assignment for purposes of clarifying questions of Union jurisdiction.

SECTION 21 AUDIT

Each individual employer upon request of the Union, the Employer, or any Trust Fund specified in this Agreement, shall permit the Trust Fund Auditors to review any and all records relevant to the enforcement of the provisions of this Agreement and to enter upon the premises of such individual employer during business hours at reasonable time or times to examine and copy such books, records, papers or reports of such individual employer as may be necessary to determine whether or not the individual employer is making full payment of all sums required by this Agreement. The decision as to the relevancy of records shall be made by the Joint Delinquency Subcommittee and their decision shall be binding on all parties. Such review shall be permitted not less than ten (10) working days after demand. If the individual employer cancels an audit appointment without appropriate two (2) hours' notice to the auditor, the cost of such lost time by the auditor shall be borne by the individual employer.

The cost of audit shall be borne by the individual employer if a shortage disclosed by the audit exceeds \$4,500.00 and is not the result of clerical error.

Trustees of the Trust Funds specified in this Agreement are authorized to determine the appropriate formula to be applied to compute appropriate Trust Fund contributions. The individual employer shall be required to comply with such Trust Fund formula and make payments to the Trust Funds immediately upon being advised of the amount due.

Any legal action to compel audit entry shall be filed in the City and County of San Francisco, and the individual employer agrees that venue is properly in the City and County of San Francisco.



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

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

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

SECTION 22 WORK DAY

The work day shall be eight (8) hours worked between the hours of 8:00 A.M. and 4:30 P.M.

Upon submission of prior written notice by the individual employer to the appropriate District office of the NCCRC, the regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between 7:00 A.M. and 5:00 P.M. The regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between the hours of 6:00 A.M. and 3:00 P.M. by written approval of the appropriate District office of the NCCRC. Once the regular work day is changed, it shall be for no less than five (5) consecutive regular work days and may be changed only by written notification from the individual employer to the appropriate District office of the NCCRC.

The rate of pay for all hours worked other than the regular established work day shall be governed by Section 26, "Overtime."

Any employee who works more than five (5) hours without a meal period shall be paid for all work in excess of said five (5) hour period (at applicable overtime rate) until a meal period is provided (such pay shall be reckoned by the hour and half-hour).

All pay shall be reckoned by the day and half-day as follows: Employees who start work at the regular work day or shift shall receive four (4) hours pay or pay for actual hours worked, whichever is greater, regardless of the reason for the inability to complete the regular work day or shift. If the employee voluntarily quits, the employee shall receive pay for actual hours worked.

SECTION 23 SHIFT WORK

Shift work can only be established upon prior notice from the individual employer to the Union and shall be performed as follows:

Except as provided below, where multiple shifts are worked, if the individual employer elects to work the day shift between the hours of 6:00 A.M. and 5:30 P.M., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second shift shall work seven and one-half (7-1/2) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than three (3) consecutive work days.

On tenant improvement or renovation projects in occupied buildings with a total contract value of five (5) million dollars or less, the individual employer may perform multiple shift operations on the basis of eight (8) hours pay for eight (8) hours work on all shifts at the regular straight time rate.

**2003 - 2008
Carpenters
Agreement**

Page 10

Overtime rates shall be paid for all hours worked on the second or third shift if less than three (3) consecutive days are worked. The provisions of this Section 23 with regard to rates of pay for shift work shall apply solely to the portion of the job which requires shift operations.

When it is a condition of securing the work, a special single shift may be established that will be for no less than three (3) consecutive days, for off hours between Monday and Friday and will allow for eight (8) hours pay for eight (8) hours work. Work in excess of eight (8) hours per day shall be subject to the overtime provisions of this Agreement.

All work in excess of eight (8) hours on Saturday and all work on Sundays and holidays shall be double time.

Payments or contributions to each of the Trust Funds provided for in this Agreement shall be based on hours worked or paid for, which include contributions for eight (8) hours per shift. No payment or contribution shall be computed at the rate of time and one-half or double the required rate of payments or contributions per hour, nor shall any such payments or contributions be considered part of the hourly wage rate for the purpose of computing overtime, either under this Agreement, the Fair Labor Standards Act, the Walsh-Healey Act or any other law.

On shift work (a) workers working a shift who come off work on Saturday morning at 8:00 A.M. are to be considered working Friday; (b) workers working a shift who come off work on Sunday morning at 8:00 A.M. are to be considered working Saturday; and (c) workers working a shift who come off work on Monday morning at 8:00 A.M., are to be considered working Sunday.

All regularly scheduled shift work performed on Saturday, Sunday and Holidays, shall be in accordance with the overtime rates herein specified. All such work shall be performed under terms and conditions of this Section 23 as to hours worked and rate of pay.

**SECTION 24
WORK WEEK**

The regular work week shall consist of forty (40) hours of work Monday through Friday. In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates. As a courtesy, the individual employer shall advise the appropriate District Office of the NCCRC whenever it intends to implement the Saturday make-up day. (The Regional Council district office phone numbers are as follows: Central (510) 430-9706, Northern (916) 498-1002, and Southern (408) 779-0312.)

**SECTION 25
HOLIDAYS**

The following are recognized holidays: New Year's Day, Martin Luther King's Day, Washington's Birthday, Decoration Day (Memorial Day), Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

Four (4) days of each year will be selected by the Union as designated off days as set forth below:

- 2004: Friday, January 2nd ; Friday, May 28th ; Friday, September 3rd ; Friday, December 24th .
- 2005: Friday, February 18th ; Friday, May 27th ; Friday, July 1st ; Friday, September 2nd .
- 2006: Friday February 17th ; Friday, May 26th ; Monday, July 3rd ; Friday, September 1st .
- 2007: Friday, May 25th ; Friday, August 31st ; Monday, December 24th ; Monday, December 31st .



On Residential projects as described in Appendix C, "Residential Addendum" the work week shall remain as contained therein.

Designated Off Days on all public works shall be governed by Section 26 "Overtime".

SECTION 26 OVERTIME

- A. On all building construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one work day shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on designated off days and/or Saturdays.

All other time shall be paid at double the straight-time rate.

- B. On all heavy, highway and engineering construction, including but not limited to the construction, improvement, modification, and demolition of all or any part of streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, or operations incidental to such heavy construction work; all overtime worked, other than on Sundays and holidays shall be at time and one-half the regular straight time rate. All overtime worked on Sundays and holidays covered by this Agreement shall be at double the regular straight time rate.

SECTION 27 PARKING

In the event free parking facilities are not available within 1320 feet (measured by the most direct route on a dedicated vehicular public thoroughfare) of a jobsite, the individual employer will provide such facilities and the individual employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the individual employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking area shall be drained and hard surface.

SECTION 28 TOOLS

Carpenters and apprentices shall furnish their own tools, but shall not furnish, rent or lease horses, ladders, mitre boxes, electric drills, automotive equipment to be used for the purpose of hauling or delivering individual employer's materials or equipment, or any kind of power operated machines or saws. Each employee shall arrive on the job with tools in proper condition. To implement this section, the individual carpenter shall provide a tool box with a lock. If necessary the employee shall be allowed a reasonable amount of time during the work week to sharpen tools on the individual employer's time.

The individual employer shall provide a reasonably secure place where his employees may keep their tools. Where ten (10) or more carpenters are employed on any one (1) job or project the individual employer shall provide a separate tool

**2003 - 2008
Carpenters
Agreement**

Page 12

house, or a separate compartment of a tool house under lock and key, for the exclusive use of carpenters. Failure on the part of the individual employer to comply with the provisions hereof shall be referred to the Joint Adjustment Board. If any individual employee's full kit of working tools is lost by reason of fire or theft while in the individual employer's care, the individual employer shall reimburse the employee for such loss up to a maximum of \$500.00. Within two (2) working days from the date of claim for loss of tools as provided herein, the individual employer shall acknowledge liability therefore or reject the claim.

**SECTION 29
PICK - UP TIME**

A carpenter shall be entitled to pick-up time, which shall not be less than five (5) or more than fifteen (15) minutes at the end of each work day, the particular amount of such pick-up time depending upon accessibility to the area to which the employee is assigned. The amount of pick-up time shall be determined by mutual agreement at a job site conference between representatives of the individual employer and the Union.

**SECTION 30
SHOW UP TIME, TERMINATION PAY AND DISCHARGE**

Other than on the first (1st) day of dispatch, in which case two (2) hours shall apply, workers who report for work, for whom no employment is provided, shall be entitled to four (4) hours pay, except where bad weather conditions beyond the control of the individual employer prevents employment.

Payments of contributions to each of the Trust Funds provided for in this Agreement shall be made with respect to payments required by this Section 30.

Except as hereinafter provided, carpenters who start work, but are discharged between the hours of 8:00 A.M. and 12:00 noon, shall receive (4) hours pay; carpenters starting work at 8:00 A.M. who are discharged between the hours of 12:00 noon and 4:30 P.M. shall receive pay only for hours worked.

Carpenters discharged on the first (1st) day of employment for inefficiency, insubordination or intoxication, shall receive pay only for hours worked. Carpenters who voluntarily quit shall receive pay only for hours worked.

DISCHARGED EMPLOYEE. Employees receiving notice of termination for any reason shall be allowed a reasonable time (not less than fifteen (15) minutes) before the end of the regular work day to assemble their tools in addition to the normal pick-up time prevailing on the job.

After forty (40) hours of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to Section 51, the grievance and arbitration provision of this Agreement. The individual employer during the first forty (40) hours of employment may reject or discharge any employee for any reason.

Discharge for cause shall be in writing to the employee.

**SECTION 31
PAYMENT OF WAGES**

An employee who works the full designated work week shall receive on the last day of that work week pay for not less than the number of hours worked on the Monday of that same work week.



Each individual employer shall provide with each payroll check an itemized check stub showing separately the date of issuance, each contribution and deduction made from the payroll period covered by the check or a separate statement showing the name of the employee, the name and the individual employer's contractor's license number and/or address and the employee's social security number. There shall be no cash payment of any nature or kind whatsoever. Payment by cash or second or multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section 31.

Should an individual employer compensate an employee with a check for which payment is refused by the individual employer's bank because of insufficient funds, or should an individual employer fail to pay his employees on the regular established pay day for his job, the obligation of the individual employer to the individual employee shall continue at the employee's regular straight time rate for a period not to exceed forty (40) hours, notwithstanding the above, unless the refusal of payment by the bank is due to the bank's error or omission or to circumstances which are beyond the control of the individual employer. Any question concerning responsibility of the individual employer on whether the omission is beyond his control shall be subject to the grievance procedure of this Agreement. Nothing herein shall, however, prevent the individual employer from changing his payroll date upon five (5) days notice to the appropriate Local Union of the Union that the employee's pay date is being changed.

If terminated by the individual employer for any reason the employee shall be paid immediately in full. His pay status shall continue for each calendar day until pay is received; provided, however, that not more than eight (8) hours pay shall be charged for any calendar day with a maximum of five (5) days.

SECTION 32 PROHIBITION OF PIECE WORK

No person shall be employed in work covered by this Agreement at piece rates or under any system of bonus pay. Payments by cash or second or multiple checks or combination thereof and/or the payment of excessive travel time, bonuses or other payments such as "Travel Pay" or "Subsistence," where not required or permitted by this Agreement, shall be prima facie evidence of a violation of this Agreement.

If at the time of an audit piece work or bonus payments are discovered, those amounts will be subject to the conversion formula as set forth in Section 21 (Audit). The foregoing shall not apply to an annual bonus paid to supervisors.

SECTION 33 NONUNION FABRICATED MATERIALS

To the extent permitted by law, the individual employer will not require Carpenters to handle nonunion fabricated materials.

SECTION 34 INJURY

Employees who are, as a result of an industrial injury, unable to complete a full day's work, shall nevertheless be paid for the full day on which such injury occurred; provided the attending physician has certified to the employee's inability to complete his regular assigned work on that day of such injury.

An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided that any such prior industrial injury has not caused the applicant to be incapable of satisfactorily performing the duties and functions required by the job to which he is assigned or would be assigned.

**SECTION 35
DOCUMENT SIGNING**

No employee or applicant for employment will be required as a condition of employment or continued employment to sign any document not required by law.

**SECTION 36
SUBCONTRACTOR RECORDS**

On residential construction, excluding alteration and repair, the individual employer shall keep a record of all hours worked by persons performing work covered by this Agreement for each subcontractor on each separate job or project.

It is recognized and acknowledged that with respect to certain subcontracted functions such as installation of stairways, formica tops, and marlite, it would be difficult and impractical to record the precise hours worked at such functions. On such work the individual employer shall make an estimate of the hours worked by the installing subcontractor. These records shall be submitted monthly to the Trust Funds specified in this Agreement.

**SECTION 37
BONDING**

The Union may require of any individual employer who is delinquent in Trust Fund contributions and/or whose payroll checks have been returned for insufficient funds ("bounced"), that such individual employer be required to provide a bond not less than \$5,000.00 or more than \$75,000.00 at the option of the Union or Trust Fund to insure payment of his payroll and/or Trust Fund contributions. An acceptable letter from responsible party or joint checks may be substituted for Bond requirement. It shall not be a violation of this Agreement for the Union to withdraw carpenters from the job(s) of such individual employer who may upon demand and notice, fail or refuse to present such bond to the Carpenter Funds Administrative Office, 265 Hegenberger Rd, Ste. 200, Oakland, California 94621. In the event the defaulting individual employer is a subcontractor of a prime contractor signatory hereto, the latter will be notified and given opportunity to post bond as herein provided prior to the withdrawal of carpenters from the job(s); provided, however, the bonding company is approved by the Carpenter Funds Administrative Office for Northern California, Inc.

**SECTION 38
APPENDICES**

The following appendices attached to this AGC Agreement is incorporated herein and shall be part of this Agreement as though fully set forth herein: Subsistence (Appendix A), Millwrights (Appendix B), Residential (Appendix C), Insulators (Appendix D) Scaffold Erection (Appendix E) and Bridge Structure Addendum (Appendix F).

**SECTION 39
WAGE RATES**

The following shall be the classifications and minimum hourly rates during the term of this agreement for the effective dates noted and in the areas listed.

- A. Nine (9) Counties Area consisting of the following counties:

Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma:

Journeyman wage rates effective	01-01-04	07-01-04	07-01-05	07-01-06	07-01-07
Carpenters	30.75	31.25	**	**	**
Bridge Builders	30.75	31.25	**	**	**
Hardwood Floorlayers	30.75	31.40	**	**	**
Shinglers	30.75	31.40	**	**	**
Power Saw Operators	30.75	31.40	**	**	**
Steel Scaffold & Steel Shoring Erectors	30.90	31.40	**	**	**
Saw Filers	30.75	31.40	**	**	**
Millwrights	30.85	31.35	**	**	**
Foreman (10% above applicable Journeyman)	33.83	34.38	**	**	**
General Foreman (20% above applicable Foreman)	40.60	41.26	**	**	**

** To be allocated by the Union.

B. Thirty-Four (34) Counties Area consisting of the following counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba:

1. Effective July 1, 2003, through July 1, 2004, the following journeyman wage rates shall apply to projects with a total project value of less than twenty-five million dollars (\$25,000,000) and to projects which are not covered under the provisions of Section 39 B(2) below. **Effective July 1, 2004, the threshold changes from twenty-five million dollars (\$25,000,000) to fifty million dollars (\$50,000,000).** Effective July 1, 2004, through July 1, 2007, the following journeyman wage rates shall apply to projects with a total project value of less than fifty million dollars (\$50,000,000) and to projects which are not covered under the provisions of Section 39 B(2) below.

Journeyman wage rates effective	01-01-04	07-01-04	07-01-05	07-01-06	07-01-07
Carpenters	23.52	24.02	**	**	**
Bridge Builders	30.75	31.25	**	**	**
Hardwood Floorlayers	23.67	24.17	**	**	**
Shinglers	23.67	24.17	**	**	**
Power Saw Operators	23.67	24.17	**	**	**
Steel Scaffold & Steel Shoring Erectors	23.67	24.17	**	**	**
Saw Filers	23.67	24.17	**	**	**
Millwrights	26.02	26.52	**	**	**
Foreman (10% above applicable Journeyman)	25.87	26.42	**	**	**
General Foreman (20% above applicable Foreman)	31.04	31.70	**	**	**

** To be allocated by the Union.

Effective July 1, 2004, and through July 1, 2007, the threshold changes from Twenty-five million dollars (\$25,000,000) to Fifty million dollars (\$50,000,000). Projects with a total base bid value of Fifty million dollars or more, which are bid or negotiated on or after July 1, 2004 and prior to July 1, 2007, shall have wage rates which are \$3.50 per hour above the applicable Three and Thirty-Four Counties' wage rate, with the exception of wood frame residential construction of three stories or less which shall not be subject to this provision. Bridge Builders will also be exempt from this provision. Projects existing during the July 1, 2003 through July 1, 2004 wage rates will be grandfathered for the remainder of that project.



**2003 - 2008
Carpenters
Agreement**

Projects with a total base bid value of Fifty million dollars or more:

Journeyman wage rates effective	07-01-04	07-01-05	07-01-06	07-01-07
Carpenters	27.52	**	**	**
Bridge Builders	31.25	**	**	**
Hardwood Floorlayers	27.67	**	**	**
Shinglers	27.67	**	**	**
Power Saw Operators	27.67	**	**	**
Steel Scaffold & Steel Shoring Erectors	27.67	**	**	**
Saw Filers	27.67	**	**	**
Millwrights	30.02	**	**	**
Foreman (10% above applicable Journeyman)	30.27	**	**	**
General Foreman (20% above applicable Foreman)	36.32	**	**	**

** To be allocated by the Union.

C. Three (3) Counties Area consisting of the following counties:

Monterey, San Benito and Santa Cruz

1. Effective July 1, 2003, through July 1, 2004, the following journeyman wage rates shall apply to projects with a total project value of less than twenty-five million dollars (\$25,000,000) and to projects which are not covered under the provisions of Section 39 B(2) below. Effective July 1, 2004, the threshold changes from twenty-five million dollars (\$25,000,000) to fifty million dollars (\$50,000,000). Effective July 1, 2004, through July 1, 2007, the following journeyman wage rates shall apply to projects with a total project value of less than fifty million dollars (\$50,000,000) and to projects which are not covered under the provisions of Section 39 B(2) below.

Journeyman wage rates effective	01-01-04	07-01-04	07-01-05	07-01-06	07-01-07
Carpenters	24.87	25.37	**	**	**
Bridge Builders	30.75	31.25	**	**	**
Hardwood Floorlayers	25.02	25.52	**	**	**
Shinglers	25.02	25.52	**	**	**
Power Saw Operators	25.02	25.52	**	**	**
Steel Scaffold & Steel Shoring Erectors	25.02	25.52	**	**	**
Saw Filers	25.02	25.52	**	**	**
Millwrights	27.37	27.87	**	**	**
Foreman (10% above applicable Journeyman)	27.36	27.91	**	**	**
General Foreman (20% above applicable Foreman)	32.83	33.49	**	**	**

** To be allocated by the Union.

Effective July 1, 2004, and through July 1, 2007, the threshold changes from Twenty-five million dollars (\$25,000,000) to Fifty million dollars (\$50,000,000). Projects with a total base bid value of Fifty million dollars or more, which are bid or negotiated on or after July 1, 2004 and prior to July 1, 2007, shall have wage rates which are \$3.50 per hour above the applicable Three and Thirty-Four Counties' wage rate, with the exception of wood frame residential construction of three stories or less which shall not be subject to this provision.



Bridge Builders will also be exempt from this provision. Projects existing during the July 1, 2003 through July 1, 2004 wage rates will be grandfathered for the remainder of that project.

Projects with a total base bid value of Fifty million dollars or more:

Journeyman wage rates effective	07-01-04	07-01-05	07-01-06	07-01-07
Carpenters	28.87	**	**	**
Bridge Builders	31.25	**	**	**
Hardwood Floorlayers	29.02	**	**	**
Shinglers	29.02	**	**	**
Power Saw Operators	29.02	**	**	**
Steel Scaffold & Steel Shoring Erectors	29.02	**	**	**
Saw Filers	29.02	**	**	**
Millwrights	31.37	**	**	**
Foreman (10% above applicable Journeyman)	31.76	**	**	**
General Foreman (20% above applicable Foreman)	38.11	**	**	**

** To be allocated by the Union.

Fringe Benefit Hourly Rates – Entire 46 Counties Area

Effective dates:	07-01-04	07-01-05	07-01-06	07-01-07
Health & Welfare	5.805	**	**	**
Pension	3.00	**	**	**
Carpenter Annuity (except 3 rd and 4 th Period Apprentices)	1.75	**	**	*
Vacation	1.60	**	**	**
Work Fees	1.07	**	**	**
Training	.38	**	**	**
Industry Promotion	.04	**	**	**
UBC Health & Safety Fund	.04	**	**	**
Carpenters Work Preservation	.05	**	**	**
Carpenter Employers Contract Admin.	.08	**	**	**
	<u>13.815</u>	**	**	**
Millwright's Work Fee	1.26	**	**	**
Millwright's Vacation	1.50	**	**	**
Millwright's Annuity	3.00	**	**	**

** To be allocated by the Union.

D. Future Wage and/or Fringe Benefit Considerations: (2003-2008)

1) All Areas:

- Journeyman wage rates effective 07-01-05
- \$1.00 to be allocated to Wages
- \$.25 to be allocated to Health & Welfare and up to \$.25 additional, if necessary**
- \$.20 to be allocated to Pension
- \$.05 to be allocated to Vacation
- \$.25 to be allocated to Annuity and/or Health & Welfare



**2003 - 2008
Carpenters
Agreement**

Page 18

**If necessary to maintain existing benefits, as determined by the Trustees, up to \$.25 to be allocated to Health & Welfare, provided that an additional matching amount of up to \$.25 shall be contributed by Employers.

2) All Areas:

Journeyman wage rates effective 07-01-06
\$1.00 to be allocated to Wages
\$.50 to be allocated to Health & Welfare
\$.15 to be allocated to Pension
\$.05 to be allocated to Vacation
\$.05 to be allocated to Training
\$.25 to be allocated to Annuity and/or Health & Welfare
Work Fees to be increased by 1/8 % to 2.5%

3) All Areas:

Journeyman wage rates effective 07-01-07
\$1.00 to be allocated to Wages
\$.25 to be allocated to Health & Welfare and to \$.25 additional, if necessary**
\$.20 to be allocated to Pension
\$.05 to be allocated to Vacation
\$.25 to be allocated to Annuity and/or Health & Welfare
\$.50 to be allocated to the Building Industry Trust

**If necessary to maintain existing benefits, as determined by the Trustees, up to \$.25 to be allocated to Health & Welfare, provided that an additional matching amount of up to \$.25 shall be contributed by Employers.

4) For projects with a total base bid value of \$50 million or more in the 3 and 34 Counties areas, bid or negotiated on or after July 1, 2007, wage rates for the duration of the project shall be the applicable 3 or 34 Counties' Wage Rates.

The Union reserves the right to reallocate wage and fringe benefit amounts during the term of the agreement, excluding the minimum pre-allocated Health & Welfare amounts.

When an individual project encompasses two (2) geographic wage areas, the higher of the two (2) wage rates shall apply to the entire project.

E. Apprentice Wage Percentage Schedule:

The parties agree to modify the existing practice whereby fringe benefit increases are automatic, based on calendar months from an apprentice's indenture or re-indenture date. Wage and fringe benefit increases for all apprentices shall be governed by the individual Joint Apprentice Training Committees (based on calendar months, work hours and completion of mandatory training classes).

Nine (9) Counties Area consisting of the following counties:

Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma.

Thirty-Four (34) Counties Area consisting of the following counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.



Three (3) Counties Area consisting of the following counties:
Monterey, San Benito and Santa Cruz

1. The wage rates for apprentices shall be the following percentages of the applicable journeyman classification in the appropriate geographical area, effective July 1, 2003:

First Period: 0 to 6 months	60%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Carpenter Employers Contract Administration
Second Period: 7 to 12 months	65%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Vacation Carpenter Employers Contract Administration
Third Period: 13 to 18 months	70%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration
Fourth Period: 19 to 24 months	75%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration
Fifth Period: 25 to 30 months	80%	Full Fringes
Sixth Period: 31 to 36 months	85%	Full Fringes



**2003 - 2008
Carpenters
Agreement**

Page 20

Seventh Period: 37 to 42 months	90%	Full Fringes
Eighth Period: 43 to 48 months	95%	Full Fringes

The following conditions shall be applicable to the classification "Power Saw Operators" and "Steel Scaffold Erectors and/or Steel Shoring Erectors":

- (1) If an employee is hired initially as a Power Saw Operator or as a Steel Scaffold Erector and/or Steel Shoring Erector, he shall receive the rate for such classification until he is assigned to work in another classification.
- (2) If an employee already employed on the job is assigned to perform Power Saw Operating duties or Steel Scaffold and/or Steel Shoring Erecting duties, he shall receive the rate of the Power Saw Operator classification or the Steel Scaffold Erector and/or Steel Shoring Erector's classification, as the case may be, for the actual hours worked in such classifications.
- (3) The operation of a hand-operated skill saw shall not be considered as the performance of Power Saw Operating duties and shall not carry the rate for the Power Saw Operator classification.
- (4) Men working from Bos'n chairs, swinging scaffolds, or suspended from a rope, cable, or from a safety belt or any device used as a substitute for or in lieu thereof shall receive fifty cents (\$.50) per hour above the applicable journeyman or apprentice rate.

The premium specified in this section shall be reckoned by the hour.

When an employee uses survey instruments he shall receive not less than the rate of pay for his regular classifications.

Provisions concerning special conditions for Millwrights are set forth in Appendix B of this Agreement and are a part thereof.

The term "Journeyman Carpenter" as used herein means an employee who is qualified by experience and ability to perform work with carpenters' tools, carpenters' level and other such tools or survey instruments as are normally used by carpenters in the performance of carpenters' work.

The foregoing shall be applicable to all work in connection with the building and erection of timber trusses. The framing, assembling and building of the trusses, the raising and putting them in place and the rigging and signaling when power equipment is used are all under the jurisdiction of the United Brotherhood of Carpenters.

The term "Apprentice Carpenter" as used herein means an employee as defined from time to time as an apprentice in the Apprenticeship Standards for the Carpentry Trade in the 46 Counties, who shall be permitted to perform any work done by a journeyman carpenter. The term of apprenticeship shall not exceed a period of four (4) years. It shall be a contractual obligation of contractors party to this Agreement, to re-employ apprentices laid off due to lack of work before employing new apprentices.

An individual employer shall employ apprentices only in accordance with the provisions of this Agreement and the applicable rules and regulations of the Carpenters Training Committee and the Apprenticeship Standards.

An individual employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeymen regularly employed by him and not more than one (1) additional apprentice for each



three (3) additional journeymen employed by him. The first apprentice may not be employed until at least two (2) journeymen are regularly employed by the individual employer. Any individual employing five (5) journeymen shall, while employing five (5) journeyman also employ at least one (1) apprentice. For each additional five (5) journeymen then in his employ, he shall employ at least one (1) additional apprentice.

FOREMAN: If the individual employer determines to use any foremen, they shall be paid one dollar and fifty cents (\$1.50) an hour above the current journeyman's wage rate. Effective July 1, 2000, if the individual employer determines to use any foremen, they shall be paid ten percent (10%) above the appropriate journeyman's wage rate. The individual employer shall have the right to determine, in his sole and unlimited discretion, the need for any number of foremen. There shall be a minimum of one (1) foreman for each permanent shop maintained by specialty contractors and/or prime contractors hiring more than three (3) journeymen carpenters.

GENERAL FOREMAN: The rate for general foremen shall be twenty per cent (20%) above the straight time rate for foreman. Whether an employee shall be designated general foreman, the person who shall be so designated and the specific assignment for such person shall be within the sole and exclusive judgement of the individual employer and such determination to appoint a general foreman, or not to do so, shall not be subject of the Grievance Procedure (Section 51) of this Agreement.

No person shall be employed in work covered by this Agreement at piece rates or under any system of bonus pay. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence", where not required or permitted by this Agreement, shall be prima facie evidence of a violation of this Agreement. The foregoing shall not apply to an annual bonus paid to Supervisors.

F. 25 Million Dollar Provision

Definition for Private Bid and Negotiated Work:

Customarily included items, supplied by the owner should be included when defining the applicability of the \$25 million dollar threshold. In all scenarios, the following Divisions shall be considered "traditionally included work":

- Division 1 General Requirements
- Division 2 Site Work & Demolition
- Division 3 Concrete
- Division 4 Masonry
- Division 5 Metals
- Division 6 Wood & Plastics
- Division 7 Thermal & Moisture Protection
- Division 8 Doors & Windows
- Division 9 Finishes
- Division 10 Specialties
- Division 11 Equipment
- Division 12 Furnishings
- Division 13 Special Construction
- Division 14 Conveying Systems
- Division 15 Mechanical
- Division 16 Electrical

The Employer shall meet and confer with the Union prior to the bid and jointly determine the appropriate rate. Employers failing to participate in this process shall incur monetary liability should it later be determined that the \$25 million dollar threshold was surpassed.

**2003 - 2008
Carpenters
Agreement**

Page 22

Definition for Public Work:

The parties to the agreement shall meet and confer, and failing to reach agreement shall request the awarding body, its designee and/or the Department of Industrial Relations issue a determination of the project value. If the awarding body fails to issue a determination, the total bid (excluding alternates) shall govern.

Equipment:

Equipment, which is integral to the function of the building, customarily furnished and/or installed by the contractor shall be included in the determination of the total base bid value.

Phased Projects:

Where the work is phased under a single contract, the cumulative total of the contract shall determine the total base value.

The following shall apply to projects in excess of \$25 Million Dollars:

Effective July 1, 2003, through July 1, 2004, projects with a total base bid value of \$25 million or more in the 3 and 34 Counties areas, bid or negotiated after the effective date of this Agreement and prior to July 1, 2004, wage rates for the duration of the project shall be \$3.50 per hour above the applicable 3 and 34 Counties' wage rates, with the exception of wood frame residential construction of three (3) stories or less which shall not be subject to this provision. Existing projects shall be grandfathered at July 1, 2003 rates for the remainder of the project.

- G. Effective July 1, 2004, through July 1, 2007, the threshold changes from \$25 million or more to projects with a total base bid value of \$50 million or more in the 3 and 34 Counties' areas, bid or negotiated on or after July 1, 2004 and prior to July 1, 2007, wage rates for the duration of the project shall be \$3.50 per hour above the applicable 3 or 34 Counties' wage rates, with the exception of wood frame residential construction of three (3) stories or less which shall not be subject to this provision.
- H. Effective July 1, 2007, for projects with a total base bid value of \$50 million or more in the 3 and 34 Counties' areas, bid or negotiated on or after July 1, 2007, wage rates for the duration of the project shall be the applicable 3 or 34 Counties' wage rates.

**SECTION 40
HEALTH AND WELFARE**

Each individual employer covered by this Agreement shall contribute to the Carpenters Health and Welfare Trust Fund for Northern California, the amount listed in Section 39 for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement for the purpose of providing Health and Welfare benefits for such employees.

Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1953, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this Section such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.



**SECTION 41
PENSION PLAN**

Each individual employer covered by this Agreement shall contribute to the Carpenters Pension Trust Fund for Northern California the amount listed in Section 39 for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Pension benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 19, 1958, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

**SECTION 42
ANNUITY PLAN**

Each individual employer covered by this Agreement shall contribute to the Carpenters Annuity Trust Fund for Northern California the amount listed in Section 39 for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Annuity benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 1, 1981, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

**SECTION 43
VACATION AND HOLIDAY PLAN**

Each individual employer covered by this Agreement shall contribute to the Carpenters Vacation and Holiday Trust Fund for Northern California the amount listed in Section 39 for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Vacation and Holiday benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated May 11, 1972, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

**2003 - 2008
Carpenters
Agreement**

Page 24

Individual employer contributions for a foreman and superintendent covered by this Agreement shall be based upon the hourly rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contribution shall be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

The parties agree that up to a maximum of \$100,000 in any one calendar year shall be provided to insure employer contributions to the Vacation and Holiday Fund, which after all practical legal and administrative means of collection available to the Fund and the Union have been exhausted, have been declared uncollectible by the Joint Delinquency Committee of the Northern California Carpenter Trust Funds. Of this amount, up to \$50,000 shall be provided by the Union; and up to \$50,000 shall be provided by the Construction Industry Advancement Fund and the California Construction Advancement Program, in proportion to the amount of contributions received in the calendar year by such Fund and Program, respectively.

**SECTION 43-A
WORK FEES**

Effective for all work performed on and after January 1, 1978, it is agreed that upon written authorization, provided by the Union, as required by law, the amount of ten cents (\$.10) per hour, for each hour paid for or worked shall be deducted from the Vacation and Holiday benefit of each worker and remitted directly to the Union, or the appropriate Local Union or NCCRC of the Union, as the Union may from time to time direct. The amount of the deduction shall be specified on a statement transmitted to the workers. Such remittance shall be made to the Union not less than twelve (12) times per year.

Effective November 1, 1980, the contribution herein provided shall be increased by ten cents (\$.10) per hour to a total of twenty cents (\$.20) per hour.

Effective for all work performed on and after January 1, 1981, the provisions of the first paragraph of this Section shall not apply, and the amount covered by Work Fees option in connection with the Vacation and Holiday contribution, amounting to a total of twenty-five cents (\$.25) per hour, shall be remitted by the individual employer as follows:

Effective for all work performed on or after March 1, 1986, the provisions of the first paragraph of this section shall not apply. The amount covered by the 46 Counties Work Fees option, in connection with the Vacation and Holiday contribution shall be increased by ten cents (\$.10) per hour to a total of thirty-five cents (\$.35) per hour.

Effective for all work performed on or after July 1, 1986, the provisions of the first paragraph of this section shall not apply, and the amount covered by the 46 Counties Work Fees option, in connection with the Vacation and Holiday contribution shall be increased by seven cents (\$.07) per hour to a total of forty-two cents (\$.42) per hour.

After July 1, 1986, the amount to be paid by the 46 Counties Work Fees option, in connection with the Vacation and Holiday contribution, shall be an amount equal to one and one-half percent (1.5%) of the total hourly wage-fringe benefit package of the highest carpenter journeyman classification in this Agreement (excluding Industry Promotion, Contract Administration, and Construction Industry Advancement Fund contributions) in effect on June 16, 1987 or to be in effect June 16, of each succeeding year, to be effective July 1, of such succeeding year.

Effective July 1, 1992, the amount to be paid by the 46 Counties Work Fees option, in connection with the Vacation and Holiday contribution shall be an amount equal to one and three-fourths percent (1 3/4%) of the total hourly wage-fringe benefits package of the highest carpenter journeyman classification in this Agreement (excluding Industry Promotion and Contract Administration, and Construction Industry Advancement Fund contributions) in effect on June 16, 1992 or to be in effect June 16, 1993, to be effective July 1, 1993.



Effective July 1, 1994, the amount to be paid by the 46 Counties Work Fees option, in connection with the Vacation and Holiday contribution shall be an amount equal to two percent (2%) of the total hourly wage-fringe benefit package of the highest carpenter journeyman classification in this Agreement (excluding Industry Promotion and Contract Administration, and Construction Industry Advancement Fund contributions) in effect on June 16, 1994 or to be in effect June 16, of each succeeding year, to be effective July 1, of such succeeding year.

Effective July 1, 1996, the amount to be paid by the 46 Counties Work Fees option, in connection with the Vacation and Holiday contribution shall be an amount equal to two and one-eighth percent (2-1/8%) of the total hourly wage-fringe benefit package of the highest carpenter journeyman classification as defined in the Nine (9) Counties Area in this Agreement (excluding Industry Promotion, Contract Administration, and Construction Industry Advancement Fund contributions) in effect on June 16, 1996 or to be in effect June 16, of each succeeding year, to be effective July 1, of such succeeding year.

Effective July 1, 1997, the amount to be paid by the 46 Counties Work Fees option, in connection with the Vacation and Holiday contribution shall be an amount equal to two and one-eighth percent (2-1/8%) of the total hourly wage-fringe benefit package of the highest carpenter journeyman classification as defined in the Nine (9) Counties Area in this Agreement (excluding Industry Promotion, Contract Administration, and Construction Industry Advancement Fund contributions) in effect on January 1, 1997 or to be in effect July 1, of each succeeding year, to be effective July 1, of such succeeding year.

Effective July 1, 1998, the amount to be paid by the 46 Counties Work Fees option, in connection with the Vacation and Holiday contribution shall be an amount equal to two and one-fourth percent (2-1/4%) of the total hourly wage-fringe benefit package of the highest carpenter journeyman classification as defined in the Nine (9) Counties Area in this Agreement (excluding Industry Promotion, Contract Administration, and Construction Industry Advancement Fund contributions) in effect on July 1, 1998 or to be in effect July 1, of each succeeding year, to be effective July 1, of such succeeding year.

The amounts referred to herein shall be remitted by the individual employer as follows:

1. The individual employer shall include such amount in the single check mailed with his combined employer report of contributions to the Depository Bank for the Northern California Carpenters Trust Funds.
2. In such report the individual employer shall designate the Depository Bank as his or its agent to receive written dues authorizations from employees covered by this Agreement pursuant to Section 302(c)(4) of the Labor-Management Relations Act, as amended, and any revocation of such authorizations, and shall direct the Bank (a) to deposit the monies reported under the column headed Work Fees (Column B) in a special account, (b) to transfer monthly from such account the monies paid with respect to the work of each employee who has on file with the Bank an unrevoked dues authorization in a form complying with law to the account of the Union as Work Fees and (c) to transfer the remaining monies in said account to the Carpenters Vacation and Holiday Trust Fund for Northern California for credit to the Vacation and Holiday accounts of the other employees. Any delinquency in the payment of such amount shall be subject to the same liquidated damage, interest and other delinquency provisions applicable to contributions to the Northern California Carpenters Trust Funds.

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

The Union shall exonerate, reimburse and save harmless the Employer, each individual employer, the Bank or other depository designated pursuant to this Section, and the Carpenter Funds Administrative Office of Northern California, Inc., and their respective officers, directors, agents, and employees, individually and collectively, against any and all

**2003 - 2008
Carpenters
Agreement**

Page 26

liabilities and reasonable expenses arising out of the payment, receipt or a distribution of the amounts listed in Section 39 for Work Fees.

**SECTION 44
CARPENTERS TRAINING TRUST FOR NORTHERN CALIFORNIA**

Each individual employer covered by this Agreement shall contribute to the Carpenters Training Trust for Northern California the amount listed in Section 39 for each hour worked by each employee covered by this Agreement for the purpose of providing training and education benefits for such employees.

Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1963, as such has been or may from time to time be amended or supplemented.

There shall be no duplicating contributions with respect to any employee or the work of any employee.

**SECTION 45
CONTRACT ADMINISTRATION AND WORK PRESERVATION COMMITTEE PROGRAM AND
CALIFORNIA CONSTRUCTION ADVANCEMENT PROGRAM**

Effective July 1, 1996, a total contribution of seventeen cents (\$.17) per hour for each hour worked or paid for shall be paid to the California Construction Advancement Program and the Contract Administration Trust Fund and Work Preservation Committee Trust Fund. Four cents (\$.04) of the above total contribution shall be paid to the California Construction Advancement Program. Seven cents (\$.07) shall be paid to the Contract Administration Trust Fund and six cents (\$.06) shall be paid to Work Preservation Committee Trust Funds.

Effective January 1, 2002, the total seventeen cents (\$.17) per hour contribution shall be reallocated as follows: Four cents (\$.04) of the above total contribution shall be paid to the California Construction Advancement Program. Eight cents (\$.08) shall be paid to the Contract Administration Trust Fund and five cents (\$.05) shall be paid to the Work Preservation Committee Trust Fund.

CALIFORNIA CONSTRUCTION ADVANCEMENT PROGRAM:

Effective July 1, 1996, each signatory employer shall contribute the sum of four cents (\$.04) per hour worked or paid for to the California Construction Advancement Program which is established for the purpose of protecting, improving and advancing the interests and welfare of the construction industry and its individual employers and employees. The individual employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement creating the California Construction Advancement Program dated September 12, 1974, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

CONTRACT ADMINISTRATION TRUST FUND:

Effective July 1, 1996, each signatory employer shall contribute the sum of seven cents (\$.07) per hour worked or paid for to the Contract Administration Trust Fund which is established for the purpose of administering the collective bargaining agreement through the grievance procedure or otherwise on behalf of all individual employers signatory to this Agreement.

The individual employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the Contract Administration Trust Fund dated January 1, 1986, as such might be amended from time to time pursuant to



the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

All contributions and payments required pursuant to this Section or pursuant to the Trusts created hereunder shall not be deemed wages due to the employees with respect to whose work such contribution and payments are made.

Such trust or corporation shall be administered by a Board of Trustees or Directors comprised solely of employers and no payment from such fund shall be made to any Employer representative or the Union except as may be allowed by law and the Union shall not have any voice in the administration of the Trust. The Trustees or Directors not less than once per year shall report on the activities of the Trust to all interested parties including the Union.

Effective January 1, 2002, each signatory employer shall contribute the sum of eight cents (\$.08) per hour worked or paid for to the Contract Administration Trust Fund. This one-cent increase shall be reallocated from the Carpenters Work Preservation Committee Trust Fund.

NOTE: The amount of contributions is subject to further negotiation between the parties, provided, however, that the total amount referred to in this section will not be increased but may be subject to redistribution by agreement of the parties.

BUILDING INDUSTRY MARKETING PROGRAM:

Effective July 1, 2000, each signatory individual memorandum employer shall contribute the sum of four cents (\$.04) per hour worked or paid for to the Building Industry Marketing Program which shall be established for the purpose of protecting, improving and advancing the interests and welfare of the unionized building construction industry and its individual employers and employees as provided for in the Labor Management Cooperation Act of 1978 (29 U.S.C. 175 et seq.) and Section 302 (c) (9) of the Labor Management Relations Act, as amended (29 U.S.C. 186 (c) (9)).

Effective July 1, 2000, each signatory employer who is a member of the Construction Employers' Association (CEA) or any other association which may so designate, shall contribute the sum of one cent (\$.01) per hour worked or paid for to the Building Industry Marketing Program. The individual employer hereby adopts and agrees to be bound by the terms of the Trust Agreement creating the Building Industry Marketing Program, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

NOTE: The amount of contributions is subject to further negotiation between the parties, provided, however, that the total amount referred to in this section will not be increased but may be subject to redistribution by agreement of the parties.

**SECTION 45-A
CARPENTERS WORK PRESERVATION COMMITTEE TRUST**

Effective July 1, 1996 each signatory employer shall contribute the sum of six cents (\$.06) per hour for each hour worked or paid for to the Carpenters Work Preservation Committee Trust Fund. Each individual employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the Carpenters Work Preservation Committee dated January 1, 1986, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determination of the Trustees of said Trust. At the discretion of the Trustees of said Trust, contributions for the Carpenters Work Preservation Committee Trust Fund may be increased up to an additional three cents (\$.03) per hour during the term of this Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees.



**2003 - 2008
Carpenters
Agreement**

Page 28

Effective January 1, 2002, each signatory employer shall contribute the sum of five cents (\$.05) per hour for each hour worked or paid for to the Carpenters Work Preservation Committee Trust Fund. This one cent reduction shall be reallocated to the Contract Administration Trust Fund.

The Carpenters Work Preservation Committee Trust is established for the purpose of administering the Carpenters Work Preservation Committee as referred to in Section 2-A (Carpenters Work Preservation Committee) of this Agreement.

The Carpenters Work Preservation Committee Trust has been created as a tax qualified jointly trustee trust fund, the purposes of which are to perform the work preservation functions and those functions permitted pursuant to the Labor Management Cooperation Act of 1978 (29 U.S.C. 175 et seq.) and Section 302 (c)(9) of the Labor Management Relations Act, as amended (29 U.S.C. 186 (c)(9)).

It is further agreed that any funds contributed to such fund or funds created for the purposes set forth herein shall not be used for any membership solicitation by a contributor or participant to the Trust Agreement or Trust Agreements or Corporate Articles and By-Laws formed shall be accessible to any signatory employer or employers without regard to membership or non-membership in any employer association which may be signatory to an agreement requiring contributions to the fund or funds created pursuant to this Agreement.

All contributions and payments required pursuant to this Section or pursuant to the Trusts created hereunder shall not be deemed wages due to the employees with respect to whose work such contributions and payments are made.

**SECTION 45-B
UBC HEALTH & SAFETY FUND**

Each signatory employer shall contribute to the United Brotherhood of Carpenters and Joiners of America Health & Safety Fund ("Health Fund") the amount listed in Section 39 for each hour worked by each employee covered by this Agreement. Each individual employer agrees to be bound by the Agreement and Declaration of Trust for the Health and Safety Fund dated April 2, 1990, as it exists and as it may be amended or restated and to such rules, regulations and other governing documents adopted pursuant to such Trust.

**SECTION 46
CONTRIBUTIONS FOR SUPERINTENDENTS**

- A. The Union and the Employer agree that when employees are working in a supervisory position above the rank of foreman or general foreman (where it appears in this Agreement), the individual employer may make payments with respect to his work into the Carpenters Health and Welfare Trust Fund for California and Carpenters Pension Trust Fund for Northern California on the basis of 145 hours per month in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by any such employee in a month; provided, however, the individual employer having made one (1) payment on an employee shall continue to make such payments so long as the employee is in his employ.
- B. The Union and the Employer agree that when an employee is working in a supervisory position above the rank of foreman, the individual employer may make payments with respect to his work into the Annuity Plans established by this Agreement on the basis of a minimum of 145 hours, or on the basis of a greater number of hours not less than 145 hours per month, in accordance with the schedules set forth in the Agreement, regardless of hours worked by any such employee in the month; provided, however, the individual employer having made one (1) payment on any employee shall continue to make such payments so long as the employee is in his employ.



- C. The Union and the Employer agree that the individual employers covered by this Master Agreement may cover owners or partners in the Carpenters Trust Funds (as in Section 46 A. and B.) by paying contributions with respect to the work of such an individual into these funds monthly on the basis of 145 hours per month, in accordance with the hourly rates set forth in this Master Agreement, regardless of the number of hours worked by any such individual in a month, provided that such individual is performing work within the 46 Northern California Counties area and that, if not an owner or partner would be working as a journeyman carpenter under the terms of this Master Agreement and provided further that the individual employer, having made one (1) payment with respect to the work of such an individual, shall continue to make such payments monthly so long as the individual continues to perform work for the individual employer within the 46 Northern California Counties area in the capacity of an owner or partner. Such individual shall be deemed an employee covered by this Agreement solely for the purpose of participating in said Trust Funds and shall have no other rights or privileges under this Agreement as an employee.

SECTION 47 BASIS FOR CONTRIBUTIONS

Payment of contributions for benefits as provided in Sections 40, 41, 42, 43, 43-A, 44, 45, 45-A and 45-B shall be based upon all hours for which an employee has received payment; provided, however, that contributions shall not become compounded by overtime and all overtime hours for purposes of fringe benefit contributions shall be considered straight time hours.

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

SECTION 48 SUBSISTENCE

All subsistence shall be governed by the provisions of Appendix A of this Agreement.

SECTION 49 HIRING

1. The NCCRC shall establish and maintain open and nondiscriminatory employment lists for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use of such lists.
2. The individual employer shall first call upon the appropriate Local Union of the NCCRC, having work and area jurisdiction for such workers as he or it may from time to time need, and such Local Union shall furnish the individual employer the required number of qualified and competent workers and skilled mechanics of the classifications needed by the individual employer in accordance with the provisions of this Section 49.
3. It shall be the responsibility of the individual employer when ordering workers, to give the appropriate Local Union all pertinent information regarding the workers' employment.
4. The Local Union will furnish in accordance with the request of the individual employer such workers of the classifications needed from among those entered on said lists to the individual employer by use of written

**2003 - 2008
Carpenters
Agreement**

Page 30

referral in the following order of preference and the selection of workers for referral to jobs shall be on a nondiscriminatory basis:

- (a) Workers specifically requested by name who have been laid off or terminated as journeymen carpenters in the geographic area of the NCCRC within three (3) years before such request by a requesting individual employer or a joint venture of which one or more members is a former employer now desiring to re-employ the same workers, provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member.

Notwithstanding the above, there shall be no restriction on the mobility of regular workers of the individual employers in the 46 Northern California Counties. A regular worker is defined as an employee who has been employed by an individual employer and reported to the Trust Fund for at least three hundred sixty (360) hours during the immediate preceding six (6) months.

- (b) Workers who within the five (5) years immediately preceding the individual employer's order for workers, have performed work of the type covered by this Agreement within the geographic area of the Agreement, provided such workers are available for employment.
- (c) Workers whose names are entered on said lists and who are available for employment.

- 5. When ordering workers of the skills required, the individual employer will give notice to the appropriate Local Union, if possible not later than 2:30 P.M. of the day prior (Monday through Friday) or, in any event, not less than 17 hours, if possible, before the required reporting time and in the event that 48 hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the individual employer may procure workers from any source or sources. If workers are so employed, the individual employer shall promptly report to the appropriate Local Union, having work and area jurisdiction, each such worker by name. In emergency cases workers may be dispatched other than at such dispatching times.
- 6. Subject to the foregoing, the individual employer shall have complete freedom of selectivity in hiring and the individual employer retains the right to reject any job applicant referred by the Union for any reason. The individual employer may discharge any employee for just cause as defined in Section 30; provided, there shall be no discrimination on the part of the individual employer against any employee for activities on behalf of or representation of the Union not interfering with the proper performance of his duties.
- 7. It is agreed that, notwithstanding the provisions of this subsection, the first Foreman and up to twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be employees designated by the individual employer.

Further, an additional twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be selected by the individual employer from workers who are registered on the out-of-work list and who are members of the Local Union having jurisdiction over the job or project at any location in the 46 Northern California Counties.

It is further agreed that, notwithstanding the provisions of this subsection, up to fifty percent (50%) of the employees employed to perform work covered by this Agreement on any residential project may be employees designated by the individual employer.

In all cases such employees shall be subject to the provisions of Section 12, (Union Security) and must be properly registered on the appropriate Local Union work list before dispatched.



The ratio of twenty five percent (25%) and fifty percent (50%) to other employees shall not be increased during any time with respect to the job. Whenever employees are laid off, the ratio cannot be increased.

8. Available for employment shall mean:
 - (a) All individuals seeking employment under Subsection 1 of this section above shall comply with NCCRC policy regarding regularly established roll call time.
 - (b) All individuals eligible for referral shall be present at the local union during dispatching hours; provided they may be present at a location where they can be reached by telephone if they live in a remote area. This may be waived if, due to extenuating circumstances they cannot be personally present.
9. Dispatching hours shall be as determined by the NCCRC Hiring Hall Policy daily.
10. Each individual, upon being referred, shall receive a referral slip to be transmitted to the individual employer representative at the jobsite, indicating his or her name, address, social security number, type of job, date of proposed employment and date of referral.
11. To ensure the maintenance of a current registration list, all individuals who do not re-register within two (2) weeks of their previous registration shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this section they shall maintain their previous position on such list.
12. Individuals shall be eliminated from the registration list for the following reasons:
 - (a) Dispatched to the job – except that any individual who is rejected by the individual employer or who fails to receive the equivalent of forty (40) hours straight time pay shall retain his or her position on said list.
 - (b) Failing to accept suitable employment two (2) times during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to such individual.
 - (c) Unavailable for employment during the current week.
 - (d) Any individual dispatched to a job who fails to report for work or voluntarily terminated prior to receiving the equivalent of forty (40) hours pay shall be placed at the bottom of the list, provided he or she re-registers.
13. No individual who is rejected by the individual employer shall be referred to such individual employer with respect to the same request pursuant to which he or she was initially referred.
14. The local unions shall post in places where notices to applicants for employment with the individual employer are customarily posted, all provisions relating to the functions of the hiring arrangements, including the provisions set forth in this section, and each individual employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements, including the provisions set forth in this section.
15. Selection of applicants for referral to jobs pursuant to this Agreement 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, provided that the provisions hereof shall not modify or qualify the requirements of Section 12 (Union Security) of this Agreement.

Any person, including an individual employer aggrieved by the operation of the hiring hall provisions of this section, has the right to submit his grievance to permanent hiring hall neutral arbitrator who shall be Gerald R. McKay, or his successor, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) work days after occurrence of the grievance. The neutral hiring hall arbitrator shall have full power to adjust the grievance and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of each local union or the NCCRC. Notices required by this subsection shall be mailed or delivered to Gerald R. McKay, P.O. Box 406, Burlingame, CA 94011-0406. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of the arbitration should be borne equally by the Employer and the Union regardless of which Local Union, NCCRC or individual employer is involved.

16. Any person dispatched in accordance with this Section by accepting such dispatch shall be deemed to have assigned to the Union his/her rights to collect unpaid wages or Trust Fund contributions.
17. The procedural rules for the operation of the NCCRC Hiring Hall shall be those Uniform Hiring Hall rules as established, amended or modified from time to time by the NCCRC pursuant to its Bylaws.

SECTION 50 WORK PRESERVATION, CONTRACTING AND SUBCONTRACTING

1. The purpose of this Section 50 is to preserve and protect the work opportunities that will be available to employees covered by this Agreement at the jobsite or job yard.
2. The terms and conditions of this Agreement, insofar as it effects the Employer and the individual employer, shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement to be performed at the jobsite or job yard, and said subcontractor with respect to such work shall be considered as an individual employer covered by this Agreement.
3. If an individual employer shall subcontract work herein defined, the work will be subcontracted to a subcontractor signatory to the appropriate Agreement with the Union. Such subcontract shall state that such subcontractor is or agrees to become signatory to an appropriate Agreement with the Union and will comply with all the terms and provisions of said Agreement including the payments of wages, Trust Fund contributions and fringe benefit payments. A copy of the subcontract and signature shall be furnished to the Union upon request.
4. The term "subcontractor" means any person, corporation or other entity, other than an employee covered by this Agreement, who agrees, orally or in writing, to perform for, or on behalf of the individual employer, any part or portion of the work covered by this Agreement. The subcontractor shall be properly licensed as required by the California State Contractors License Law.
5. The individual employer will give written notice to the NCCRC and/or Millwrights Local 102, (see Appendix B, Section 15) as the case may be, of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract and/or prior to commencement of work by the subcontractor, unless such notice is prevented by emergency conditions, and shall specify the name and address of the subcontractor.
 - 5a. If thereafter the subcontractor becomes delinquent in the payment of any wages, Trust Fund contributions, or fringe benefit payments, then the NCCRC, Local Union or the Trust Fund office shall give prompt

notice of the delinquency, confirmed in writing, to the individual employer and to the subcontractor. The notice shall specify the name and amounts, if known, of the delinquency.

5b. Said notification by the NCCRC, Local Union or the Trust Fund office shall be provided within twenty (20) days of publication of the Delinquency list provided by the Trust Funds or if in the case of failure to pay wages five (5) days from the applicable pay day. If such notice is given, the individual employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within ninety (90) days prior to the receipt of said notice from the Union, and said individual employer may withhold the amount claimed to be delinquent out of the sums due and owing by the individual employer to such subcontractor.

5c. Notwithstanding the provision set forth above, if the subcontractor is found in violation of the hiring provisions of this Agreement, pursuant to the provision of Section 51 (Grievance Procedure), and the Union is unable to collect from the subcontractor the damages determined to be owing for such violation, the individual employer shall then be liable for the payment of such damages. The total of this liability, as it would apply to the individual employer, shall be no more than five (5) days' violation or the total of the subcontractor's retention being held by the individual employer, whichever amount is greater.

6. If the individual employer fails to give written notice as required in this Section 50, he shall, until notice is received, assume liability for any violation of the terms and conditions of this Agreement at that particular jobsite or job yard, as may be determined by the Grievance Procedure. If the subcontractor is signatory or otherwise bound to an Agreement with the Union, the individual employer shall be liable only for delinquencies as set forth in subsection 5a of this Section 50 for work on that jobsite or job yard. If the subcontractor is not in compliance with this Agreement then the individual employer shall be liable for any violation of this Agreement on that jobsite or job yard.
7. If the Union or the NCCRC thereof should make demand in writing for exercise of this Section, the individual employer will require that any subcontractor of the individual employer specified in the demand will, if he has not already done so, post a surety bond in an amount not to exceed \$75,000.00 to cover payments of wages, Trust Fund contributions and fringe benefit payments specified in this Agreement. Failure of the individual employer to comply with this Section within two (2) days of demand will make the individual employer liable for the delinquencies of the subcontractor occurring on the individual employer's specific job. (The amount of the bonds specified in this subsection in no way affects the amount specified for bonding purposes elsewhere in this Agreement).
8. Notwithstanding any other provisions of this Agreement or this Section 50, on any residential construction, all work covered by this Agreement shall be performed by the individual employer or prime carpentry contractor, and no such work shall be subcontracted to any other contractor except the installation of foundations, overhead garage doors, plastic sink tops, hardwood floors, roof and exterior wall shingles, traditional normal drywall, patio glass sliding doors, stairs, underlayment, base, acoustical ceilings, steel scaffolding, lathing and insulation. The individual employer or prime carpentry contractor shall provide all materials and the individual employer or prime carpentry contractor shall employ all employees covered by this Agreement who shall be shown on its payroll records except as provided herein. The remedies for default provided in this Section 50 shall apply directly to the individual employer or prime carpentry contractor. The individual employer or prime carpentry contractor shall be responsible for and shall directly employ employees covered by this Agreement to perform all work in connection with the construction of all walls and roof framing, installation of all sub-flooring, all exterior sheathing, installation of all metal or wood sash, doors, installation of all trim, installation of all types of cabinets, wardrobes and sliding doors.
9. The individual employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the individual employer elect to

subcontract, the individual employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the individual employer to bargain collectively pursuant to Section 8(A)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement but for no other statute, rule, regulations, or law.

10. The provisions of this Section may be enforced only through the grievance and arbitration provisions of this Agreement.
11. It is the intent of the parties to enforce the provisions of this Section only to the extent permitted by law.
12. Notwithstanding any provisions of this Agreement or any Memorandum Agreement to the contrary, the provisions of this Section shall not be enforced by strike action or any other form of job shutdown or work interference; provided, however, that the rights provided in Section 51 (Grievance Procedure) of this Agreement are retained to enforce primary obligations of any individual employer.
13. Payment by cash or second or multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time, or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section. The foregoing shall not apply to an annual bonus paid to supervisors.
14. No subcontract shall be in compliance with this Section if the effect of such subcontract is to diminish, eliminate or circumvent the payment of wages and fringe benefits to employees covered by this Agreement.
15. The parties agree that, the terms of CWPC Case No. 9109, modifying Section 50 (Subcontracting), shall be extended for the duration of this extension of the Carpenters 46 Northern California Counties Master Agreement.

SECTION 51 GRIEVANCE PROCEDURE

Any dispute concerning any application or interpretations of this Agreement shall be subject to the following procedure.

1. In the event that a dispute arises on a job, it shall be first reported to the individual employer and/or the Field Representative of the appropriate Local Union or the NCCRC who shall then attempt to adjust said grievance or dispute at the jobsite level.
2. The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.
3. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union or the NCCRC of otherwise authorized Union Representative and the individual employer or his representative within three (3) days after submission to the individual employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
4. The Board of Adjustment shall be composed of one (1) member named by the Union, one (1) member named by the Association and an Impartial Arbitrator. The parties shall select an alternate to the permanent neutral Arbitrator who shall serve only in the event the permanent neutral Arbitrator is unable to serve. At any point in the proceedings should the panel be unable to reach a majority vote the Arbitrator shall participate and his decision shall be final and binding.

-
5. In addition to any rule or procedure which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
- (a) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator. Any transcript ordered by any party shall be at the expense of the party ordering the transcript.
 - (b) In the case of deadlock, the Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing, unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
 - (c) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. By agreement of both parties, the Impartial Arbitrator may be changed or replaced.
 - (d) The Board of Adjustment or the Arbitrator may fashion an appropriate remedy to resolve the issue including, but not limited to, back pay, money damages, injunctive relief, audit, payment of wages and fringe benefits to persons damaged by the contract violations, interest or attorneys' fees.
 - (e) Any grievance involving an individual employer not a member of any of the signatory associations shall be submitted directly to the Arbitrator unless the individual employer agrees to submit the matter to the Board of Adjustment.
6. Disputes arising out of work assignment, which is governed by Section 16 (Jurisdictional Disputes), will not be heard at these panels.
7. The Board of Adjustment shall meet within forty-five (45) days on any item properly before the Board. Failure of either party to meet or to participate shall cause the Board or Arbitrator to hear and decide the matter on a default basis.
8. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto.
9. In the event an individual employer fails to comply with any such decisions, the Union may withdraw employees or strike the individual employer, and such action shall not be a violation of this Agreement so long as such noncompliance continues, provided, however, that the Union may not enforce the provisions of Section 50 (Subcontracting) by economic action or picketing.
10. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne equally by the parties hereto.
11. No proceeding hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Arbitrator or Board may for good cause, accept a late submission, which shall then be decided by the Board of Adjustment.
12. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this section as set forth in the rules and procedures, which may be amended from time to time by the parties.
-

**2003 - 2008
Carpenters
Agreement**

Page 36

-
13. A decision of the Board of Adjustment by majority vote, or the decision of a permanent Arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California, or the United States District Court for the Northern District of California. Any party who fails or refuses to comply with a decision of a Board of Adjustment or an award of the Arbitrator, as the case may be, shall be responsible for reasonable attorneys' fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law, unless the petition is denied.
 14. All hearings of the Board of Adjustment shall be in the City and County of San Francisco, and/or County of Alameda, unless mutually agreed to move to another location.
 15. Other than matters concerning discharge, no proceedings mentioned hereinabove on any dispute, complaint or grievance shall be recognized unless called to the attention of the Employer and the Union within thirty (30) days after the last date the alleged violation was committed.
 16. On all cases relating to discharge or discipline, employees must file their grievances with the Local Union or the NCCRC within three (3) working days after the imposition of the discharge or discipline. Thereafter, the Local Union or the NCCRC must file its grievance with the Board of Adjustment within four (4) working days after the employee files his grievance. The Board shall meet within seven (7) working days following submission of the grievance. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he or it deems appropriate provided there shall be no discrimination on the part of the individual employer against any employee for activities in behalf of, or representation of the Union not interfering with the proper performance of his duties.
 17. If failure of a Board of Adjustment to meet within one week (7 working days) is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above seven (7) working days. If the Employer or individual employer, or arbitrator is unavailable to meet, the wage payment and Trust Fund contribution liability shall be continuing.
 18. The parties to this agreement recognize Industrial Wage Order 16-2001 covering "On Site Construction, Mining, Drilling and Logging Industries." Any dispute or grievance arising from the Wage Order shall be processed under and in accordance with Section 51, Grievance Procedure.

Wherever the Wage Order refers to collective bargaining agreements, this Master Labor Agreement shall be deemed to satisfy all of the requirements for treatment as a qualified collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document this ____ day of _____, 2004 in Oakland, California.

THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

On behalf of:

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL FOR LOCAL UNIONS NO.:22, 25, 34, 35, 46, 68-L, 83-L, 102, 109-L, 144-L, 152, 180, 217, 262, 405, 505, 605, 701, 713, 751, 1109, 1240, 1496, 1599, 1618, 1789, 1861, 2035, 2236

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL:

Bob Alvarado, Executive Officer

Date

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD:

Bill Feyling, Executive Director

Date

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.:

Thomas T. Holsman, CEO

Date

**APPENDIX A
SUBSISTENCE**

1. On all work covered by this Agreement, as described in this Appendix A, the following shall apply effective July 1, 2003. All jobs bid or awarded, or under construction prior to July 1, 2000, shall be completed under Subsistence requirements in effect prior to July 1, 2003.

(a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:

Auburn
Chico
Cloverdale
Eureka
Fresno
Jackson
Kings Beach
Manteca
Merced
Monterey
Oakland
Redding
San Jose
Santa Rosa
South Lake Tahoe
Visalia
Willits
Woodland

(b) On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1 (a), subsistence shall be paid at the rate of twenty-five dollars (\$25.00) per day. The individual employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.

(c) The area known as Geysers is a ten dollar (\$10.00) subsistence zone.

(d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.

2. Exemption to the requirement for payment of subsistence:

The individual employer shall not be required to pay subsistence to employees covered by this Agreement where employees are employed to work:

- (a) At the individual employer's permanent yard;
- (b) At the individual employer's permanent shop;
- (c) On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;

-
- (d) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area.

This exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.

3. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.
4. The individual employee's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.
5. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the jobsite.
6. If an employee is transported by the individual employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the same permanent yard or shop in a free zone, all on the same day, on the individual employer's time, he shall not receive subsistence.
7. Both parties agree to meet and confer relative to subsistence where extremely adverse conditions exist with respect to job site access.

APPENDIX B
46 Counties of Northern California
SPECIAL MILLWRIGHTS AGREEMENT

In Addition to the
46 Counties Carpenters Master Agreement

In addition to the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following special working rules and wage rates shall apply to Millwrights.

Effective July 1, 2003, these conditions, rules and wage rates shall cover the Millwright Local Union within the 46 counties.

SECTION 1
TRAVEL AND SUBSISTENCE

No Millwright shall use his vehicle for other than personal travel to and from the job.

1. If transportation is not furnished by the employer, Millwrights shall receive travel and/or subsistence expense as follows:

- a. For the counties of Alameda, Contra Costa, Marin, San Francisco, and San Mateo, travel shall be established from the center of the Oakland Bay Bridge 0.2 miles west of the westerly end of the Yerba Buena Tunnel. In the remaining counties covered by this Agreement from the City Halls of Chico, Eureka, Fresno, Modesto, Monterey, Redding, Sacramento, San Jose, Santa Rosa, Stockton, Vallejo and Visalia. Travel from the above defined points shall be as follows:
- b. Over fifty (50) miles in free zone. \$15.00 per day worked.
- c. Millwrights employed in the subsistence area set forth in the subsistence map in the 1968-71 Carpenters Agreement shall receive beginning January 1, 1986 - \$32.50 per day worked.
- d. Special condition for Humboldt County and Ft. Bragg proper is subsistence for non-residents only.
*Travel shall apply for residents as set forth in 1.a. above.

*Residents of Ft. Bragg proper shall be defined as living within twenty (20) road miles of Ft. Bragg city hall.

- e. Map Description – Area No. 1 Free Zone
Commencing with the mouth of the Carmel River in Monterey County,
Thence easterly along the north bank of Carmel River to Tulareitos Junction,
Thence southeasterly along Tulareitos Road to Arroyo Seco Road,
Thence along south fork of Arroyo Seco Road to Greenfield and Highway 101,
Thence southerly along center line of Highway 101 to San Lucas,
Thence easterly along center line of Highway 198 to Coalinga,
Thence southerly along center line of Highway 33 to Kern County line,
Thence easterly along north boundary line of Kern County to intersection of said county line and Highway 65,
Thence northerly along center line of Highway 65 through Porterville, Exeter, Badger to intersection of Highway 65 and Highway 180,

Thence on a straight line in a northwesterly direction to Pine Ridge,
Thence along center line of county road to Auberry,
Thence northerly along center line of county road to North Fork, Lakeview, to intersection of said county road and Highway 41.
Thence northerly along center line of Highway 41 to intersection of Highway 41 and Highway 49,
Thence northerly along center line of Highway 49 through Mariposa, Coulterville, Chinese Camp, Sonora, Jackson, Placerville, Auburn, Grass Valley to San Juan,
Thence on a northerly line to Challenge,
Thence along center line of county road through Woodleaf to Strawberry Valley,
Thence northerly along west boundary of Plumas County to intersection of Highway 36,
Thence northwesterly along center line of Highway 36 to intersection of Highway 36 and Highway 89,
Thence northerly along Highway 89 to intersection of Highway 89 and west boundary of Section 22, Township 30 north, Range 4 east of Mount Diablo Base and Meridian.
Thence northerly to northwest corner of Section 3, Township 30 north, Range 4 east,
Thence westerly along Township 30 north, to the intersection of Mount Diablo Meridian,
Thence northerly to the northeast corner of Township 34 north, Range 1 west,
Thence westerly along Township 34 north, to eastern boundary of Trinity County.
Thence southerly to intersection of county road,
Thence southerly along center line of county road to Tower House,
Thence westerly along center line of Highway 299 to intersection of eastern boundary of Trinity County,
Thence southerly along east boundary to Trinity County line to the intersection of the west boundary of Range 7 west,
Thence south to southwest corner of Township 30 north, Range 7 west,
Thence southerly along western boundary of Range 6 west to the intersection of Colusa County line of western boundary to Township 16 north, Range 6 west,
Thence southerly along east boundary of Lake County to intersection of Highway 20,
Thence westerly along center line of Highway 20 to intersection of Highway 101,
Thence southerly along Highway 101 to intersection of county road,
Thence westerly along center line of county road to Comptche,
Thence from Comptche south to southwest corner of Township 16 north, Range 15 west,
Thence easterly to northwest corner of Township 15 north, Range 14 west,
Thence northerly to southwest corner of Township 14 north, Range 14 west,
Thence easterly to southwest corner of Township 13 north, Range 13 west,
Thence southerly to southwest corner of Township 13 north, Range 13 west,
Thence easterly to northeast corner of Township 12 north, Range 12 west,
Thence southerly to southwest corner of Township 11 north, Range 12 west,
Thence easterly to northwest corner of Township 10 north, Range 11 west,
Thence southerly along western boundary of Range 11 west to southwest corner of Township 8 north, Range 11 west,
Thence westerly to southeast corner of Section 33 of Township 8 north, Range 12 west,
Thence southerly along coastline of California to north bank of Carmel River, the point of beginning.

The following map descriptions shall be called Area 3 and shall be a subsistence zone within Area 1:

Commencing with the southwest corner of Township 7 south, Range 3 east, Mount Diablo Base and Meridian,
Thence northerly along the easterly line of Range 2 east to the intersection of the northerly boundary of the Santa Clara County line,
Thence easterly along said county line to the easterly line of Range 4 east,
Thence southerly along said easterly Range line to the southeasterly corner of Township 7 south, Range 4 east.

Thence westerly along southerly boundary of said Township 7 south to the point of beginning.

Map Description – Area No. 2 Subsistence Zone

From the Pacific Ocean at the southwest corner of Township 2 north, Range 3 west, Humboldt Base and Meridian,

Thence easterly to northwest corner of Township 1 north, Range 1 west,

Thence southerly to southwest corner of Township 1 north, Range 1 west,

Thence easterly along Humboldt Baseline, to northwest corner of Township 1 south, Range 1 east,

Thence southerly along Humboldt Meridian to intersection of county road north of Honeydew,

Thence northeasterly along center line of county road to Dyerville,

Thence on a straight northeasterly line to Bridgeville,

Thence northeasterly on Highway 36 to intersection of eastern boundary of Township 1 north, Range 3 east,

Thence northerly on eastern boundary of Range 3 east, to northwest corner of Township 9 north, Range 4 east.

Thence westerly along center line of county road through Martin's Ferry to Orick,

Thence south along coastline to the point of beginning.

- f. Travel expenses in subsistence areas as outlined above will be paid, at the rate of \$15.00 at the beginning and at the completion of each job, or termination of the employee, except for jobs performed in one (1) day or less and the employee is paid or furnish transportation.

**SECTION 2
SHOW-UP TIME**

- A. When workers are ordered and dispatched for work and report for work on the same day, they shall be paid hours worked plus two (2) hours reporting, but not to exceed eight (8) hours on a regular eight (8) hour shift.
- B. Except on the first day of employment when workers report to work and no work is provided, they shall receive four (4) hours pay and travel or subsistence, whichever may apply. If a Millwright employee is required to report to work and no work is provided as a result of inclement weather, the employee shall be paid subsistence or travel for the day as spelled out in Section 1, whichever may apply.
- C. The regular lunch period for Millwrights shall start no less than three and one-half (3- 1/2) nor more than five (5) hours after the start of any regular shift. Any Millwright who works more than a five (5) hour period without a meal period shall be paid for all work in excess of said five (5) hour period (at the prevailing overtime rate) until a meal is provided (such pay shall be reckoned by the hour and the half hour). The established lunch period will constitute the reckoning of the day or half day. If the job circumstances require Millwrights to work more than ten (10) hours on a shift, they shall have a second meal period of one-half (1/2) hour and an additional meal period every four (4) hours thereafter. Such meal period shall be paid for at the prevailing overtime rate by the employer.
- D. Notwithstanding the multiple shift-three (3) day requirement a single or multiple approved shift may be established where the premises cannot be vacated in whole or in part until the close of business. Workers then reporting for work shall be paid on the basis of eight (8) hours pay for seven and one-half (7 ½) hours work. Any work prior to the approved shift and any work after the approved shift period shall be at time and one-half not to exceed four (4) hours. Overtime work in excess of four (4) hours shall be double time.

**SECTION 3
 FOREMAN**

- A. When two (2) or more Millwrights are employed on a job, one (1) shall be foreman and be paid foreman's pay.
- B. In all 46 Counties a Millwright Foreman may not supervise more than one (1) jobsite. No one (1) Millwright Foreman shall supervise more than ten (10) Millwrights. Foreman shall receive two dollars (\$2.00) per hour over Millwright's journeyman scale, effective July 1, 2003. Either a Millwright Foreman or General Foreman, having supervision over other crafts, shall receive not less than the regular hourly rate of the highest paid classification over which he has supervision, providing that the employee receiving the highest rate of pay (other than a Millwright) shall be on the individual employers payroll. In the above case the Millwright shall not receive less than the Millwright Foreman or General Foreman's scale.
- C. When there are three (3) or more Millwright Foremen employed by the individual employer on the jobsite, there shall be designated one (1) General Foreman and he shall receive the General Foreman rate, one dollar and fifty cents (\$1.50) per hour over Millwright Foreman's scale, effective July 1, 2003.

**SECTION 4
 WAGE RATES**

- A. Nine County Area consisting of the following counties:
 Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma

Journeyman wage rates effective	<u>01-01-04</u>	<u>07-01-04</u>	<u>07-01-05</u>	<u>07-01-06</u>	<u>07-01-07</u>
Millwrights	30.85	31.35	**	**	**

** To be allocated by the Union.

- B. Thirty-Four County Area consisting of the following counties:
 Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba

Effective July 1, 2003, through July 1, 2004, the following journeyman wage rates shall apply to projects with a total project value of less than twenty-five million dollars (\$25,000,000) and to projects which are not covered under the provisions of Section 39 B(2) below. Effective July 1, 2004, the threshold changes from twenty-five million dollars (\$25,000,000) to fifty million dollars (\$50,000,000). Effective July 1, 2004, through July 1, 2007, the following journeyman wage rates shall apply to projects with a total project value of less than fifty million dollars (\$50,000,000) and to projects which are not covered under the provisions of Section 39 B(2) below.

Journeyman wage rates effective	<u>01-01-04</u>	<u>07-01-04</u>	<u>07-01-05</u>	<u>07-01-06</u>	<u>07-01-07</u>
Millwrights	26.02	26.52	**	**	**

** To be allocated by the Union.

Effective July 1, 2004, and through July 1, 2007, the threshold changes from Twenty-five million dollars (\$25,000,000) to Fifty million dollars (\$50,000,000). Projects with a total base bid value of Fifty million dollars or more, which are bid or negotiated on or after July 1, 2004 and prior to July 1, 2007, shall have wage



**2003 - 2008
Carpenters
Agreement**

rates which are \$3.50 per hour above the applicable Three and Thirty-Four Counties' wage rate, with the exception of wood frame residential construction of three stories or less which shall not be subject to this provision. Bridge Builders will also be exempt from this provision. Projects existing during the July 1, 2003 through July 1, 2004 wage rates will be grandfathered for the remainder of that project.

Projects with a total base bid value of Fifty million dollars or more:

Journeyman wage rates effective	01-01-04	07-01-04	07-01-05	07-01-06	07-01-07
Millwrights	29.52	30.02	**	**	**

** To be allocated by the Union.

C. Three (3) Counties Area consisting of the following counties:
Monterey, San Benito and Santa Cruz

Effective July 1, 2003, through July 1, 2004, the following journeyman wage rates shall apply to projects with a total project value of less than twenty-five million dollars (\$25,000,000) and to projects which are not covered under the provisions of Section 39 B(2) below. Effective July 1, 2004, the threshold changes from twenty-five million dollars (\$25,000,000) to fifty million dollars (\$50,000,000). Effective July 1, 2004, through July 1, 2007, the following journeyman wage rates shall apply to projects with a total project value of less than fifty million dollars (\$50,000,000) and to projects which are not covered under the provisions of Section 39 B(2) below.

Journeyman wage rates effective	01-01-04	07-01-04	07-01-05	07-01-06	07-01-07
Millwrights	27.37	27.87	**	**	**

** To be allocated by the Union.

Effective July 1, 2004, and through July 1, 2007, the threshold changes from Twenty-five million dollars (\$25,000,000) to Fifty million dollars (\$50,000,000). Projects with a total base bid value of Fifty million dollars or more, which are bid or negotiated on or after July 1, 2004 and prior to July 1, 2007, shall have wage rates which are \$3.50 per hour above the applicable Three and Thirty-Four Counties' wage rate, with the exception of wood frame residential construction of three stories or less which shall not be subject to this provision. Bridge Builders will also be exempt from this provision. Projects existing during the July 1, 2003 through July 1, 2004 wage rates will be grandfathered for the remainder of that project.

Projects with a total base bid value of Fifty million dollars or more:

Journeyman wage rates effective	01-01-04	07-01-04	07-01-05	07-01-06	07-01-07
Millwrights	30.87	31.37	**	**	**

** To be allocated by the Union.

Fringe Benefit Hourly Rates -- Entire 46 Counties Area

Effective dates:	01-01-04	07-01-04	07-01-05	07-01-06	07-01-07
Health & Welfare	4.305	5.845	**	**	**
Pension	2.85	3.00	**	**	**



Effective dates (Continued):	01-01-04	07-01-04	07-01-05	07-01-06	07-01-07
Millwright's Annuity	3.25	3.00	**	**	**
Vacation	1.70	1.55	**	**	**
Work Fees	1.16	1.80	**	**	**
Training	.33	.38	**	**	**
Industry Promotion	.15	.15	**	**	**
UBC Health & Safety Fund	.04	.04	**	**	**
Carpenters Work Preservation	<u>.05</u>	<u>.10</u>	**	**	**
	13.835	15.865	**	**	**

** To be allocated by the Union.

SECTION 5 MILLWRIGHT ANNUITY PLAN

- A. Effective for work performed before July 1, 1989, each individual employer covered by this Agreement will contribute the sum of two dollars and twenty-five cents (\$2.25) per hour for each hour paid for or worked by Millwrights employed by such individual employer under this Agreement to the Annuity Plan as established pursuant to this Agreement.
- B. Effective July 1, 1990, in the 46 Northern California Counties, the contribution rate to the Millwrights Annuity Trust Fund shall be increased by fifty cents (\$0.50) per hour for a total contribution of two dollars and seventy-five cents (\$2.75) per hour.
- C. Effective January 1, 1993, in the 46 Northern California Counties, the contribution rate to the Millwrights Annuity Trust Fund shall be increased by twenty-five cents (\$.25) per hour for a total contribution of three dollars (\$3.00) per hour.
- D. Effective July 1, 1999, in the 46 Northern California Counties, the contribution rate to the Millwrights Annuity Trust Fund shall be increased by twenty-five cents (\$.25) per hour for a total contribution of three dollars and twenty-five cents (\$3.25) per hour.
- E. Effective August 1, 1999 through June 30, 2000, in the 46 Northern California Counties, the contribution rate to the Millwrights Annuity Trust Fund shall be increased by one dollar (\$1.00) per hour for a total contribution of four dollars and twenty-five cents (\$4.25) per hour.
- F. Effective July 1, 2000, in the 46 Northern California Counties, the contribution rate to the Millwrights Annuity Trust Fund shall be decreased by one dollar (\$1.00) per hour for a total contribution of three dollars and twenty-five cents (\$3.25) per hour.
- G. Effective July 1, 2004, in the 46 Northern California Counties, the contribution rate to the Millwrights Annuity Trust Fund shall be decreased by twenty-five cents (\$.25) per hour for a total contribution of three dollars (\$3.00) per hour.
- H. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated July 1, 1980, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

-
- I. The individual employer further agrees that he or it does irrevocably designate and appoint the employer members of said Trust Fund as his or its attorneys in fact for the selection, removal and substitution of the Trustees or Board members as provided in said Trust Agreement as may be provided by or pursuant to said Trust Agreement or Annuity Plan.
 - J. There shall be no duplicating contribution with respect to any employee or the work of any employee.

SECTION 6 WORK FEES

Effective for all work performed on or after August 1, 1983, there shall be nineteen cents (\$.19) Work Fees established for each hour worked or paid for under Appendix B of this Agreement to be paid to Millwrights Local Union #102. This Work Fees shall be established on the same basis and shall be paid in addition to that currently being paid under Section 43-A of this Agreement.

SECTION 7 MILLWRIGHT EMPLOYERS CONSTRUCTION ADVANCEMENT PROGRAM

The Millwright Employers Association, being a party to the collective bargaining agreement with the Carpenters 46 Northern California Counties Conference Board, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and a signatory Association devoted exclusively to contractors who employ large numbers of Millwrights, will participate in the Construction Industry Advancement Program as contained in the Carpenters Agreement, Carpenters 46 Northern California Counties Conference Board. Accordingly, the Carpenter Trust Fund office will be advised to assign a Trust Fund Association code number to the Millwright Employers Association and a fifteen cent (\$.15) per hour contribution for each hour worked or paid for will be credited to the Millwright Employers Association for all of their members performing work under the collective bargaining agreement as well as all independent, unassigned and/or National Millwright contractor hours.

Effective July 1, 1996, Employers working under this Appendix shall contribute the sum of five cents (\$.05) per hour for each hour worked or paid for to the Carpenters Work Preservation Committee Trust.

Effective July 1, 2004, Employers working under this Appendix shall contribute the sum of ten cents (\$.10) per hour for each hour worked or paid for to the Carpenters Work Preservation Committee Trust.

SECTION 8 TOOLS

- A. The individual employer shall provide on each jobsite a reasonably secure place where Millwrights may keep their tools and special protective clothing. Where five (5) or more Millwrights are employed on a single job or project, the Individual employer shall provide a separate and secure place, under lock and key, for the exclusive use of the Millwrights. The individual employer shall also provide seven hundred and fifty dollars (\$750.00) indemnification to protect Millwrights against loss or damage to entire kit of tools or special protective clothing while in the individual employer's care, resulting from loss or damage due to a fire or theft.
- B. In the event a Millwright has more than one kit or tools on the job, indemnification shall be the replacement value of this inventory, but in no event to exceed one thousand-five hundred dollars (1,500.00). Millwrights shall not furnish the following tools: Open or box end wrenches or sockets over one and one-fourth inch (1 1/4"), master levels, drill bits, taps and reamers, micrometers over one inch (1"), or no more than two (2) dial indicators.

-
- C. A cap of ten (10) working days will be placed on the time the employer has to reimburse the employee for loss of tools. The employee is required to provide the employer with an inventory of all of his tools used on the job at the start of the job.
 - D. On all jobsites where inclement weather, heat, dust, cold, or other adverse conditions prevail, and/or another craft has a change area, a safe and secure change area shall be provided for the sole use of the Millwrights on the jobsite or job yard.
 - E. Welding hoods, gloves and sleeves shall be considered tools and, therefore, shall be replaced if damaged or stolen on the jobsite.
 - F. The individual employer, at his own option, may also replace individual tools lost or damaged on the jobsite. The individual employer shall replace any tool owned by an employee modified at the individual employers request, but such modified tools shall then become the property of the employer.
 - G. The individual employer shall furnish all necessary safety protection equipment. When normal protective equipment cannot be used, there shall be a meeting of the union and the individual employer to work out a mutually agreeable safety practice.
 - H. The individual employer shall furnish waterless hand cleaner and rags for personal cleanup.

SECTION 9 PICKUP TIME

- A. Each Millwright shall be entitled to pickup time for personal tools at the end of each day, which shall be not less than five (5) or more than fifteen (15) minutes, exact time to depend on accessibility to actual place of work, and to be established by mutual agreement at a jobsite conference between a representative of the individual employer and a representative of the Union.
- B. Millwrights receiving notice of discharge or layoff shall be allowed a reasonable time not less than thirty (30) minutes before the end of shift in addition to pickup time prevailing on the job to assemble their tools.

SECTION 10 WELDERS

- A. A qualified Millwright welder is one who has passed a qualification test (such as ASME test, or one equivalent thereto) given by a recognized testing laboratory within the prior twenty-four (24) months. When a Millwright Welder, certified within the past twenty-four (24) months by a recognized testing laboratory, is required to pass another test, the individual employer shall pay for time required for such test and testing lab fee.
- B. When, as a condition of employment, an employer requires a certified welder to re-certify at the jobsite, the employer shall provide the employee with a copy of his certification papers upon layoff or completion of job. It is understood this section shall not apply to employees who quit or are discharged for cause.

SECTION 11 OVERTIME

- A. On all construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) day shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on designated off days and/or Saturdays.

All other time shall be paid at double the straight-time rate.

If work is to be performed on a specific construction jobsite on Saturday, Sunday, designated off days or holidays, Millwrights employed the preceding five (5) regular work days shall be given the opportunity to work such overtime.

- B. Special Single Shift: A single approved shift may be established where the premises cannot be vacated in whole or in part until the close of business. Workers then reporting for work shall be paid on the basis of eight (8) hours pay for seven and one-half (7 ½) hours work. Any work prior to the approved shift and any work after the approved shift period shall be at time and one-half, not to exceed four (4) hours. Overtime work in excess of four (4) hours shall be double time.

SECTION 12 WORK COVERED

- A. This Agreement shall cover and apply to all work of the individual employer falling within the recognized jurisdiction of Millwright Union as spelled out in the UBC Jurisdictional Claims Handbook approved by the General Executive Board of the United Brotherhood of Carpenters and Joiners of America dated January 1, 1961, including, but not limited to, all recognized tools and equipment of the trade on new construction, repair, modifications, or maintenance work, including, but not limited to, all moving of machinery and/or equipment installed by Millwrights, making of skids and crates, skidding and unskidding, crating and uncrating and installation of lubrication and/or hydraulic lines or piping (on machines set by Millwrights) that come to the jobsite prefabricated and computer floors.
- B. The work of the Millwright as spelled out in the Jurisdiction Claims Handbook referred to in Section A, above, is as follows:

The term "MILLWRIGHT AND MACHINE ERECTORS" shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance, and adjusting of all machinery and equipment installed either in buildings, factories, structures, processing areas either under cover, underground or elsewhere, required to process material, handle, manufacture or servicing, be it powered or receiving power manually by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air, or chemically, and in industries such as and including (identified for the purpose of description but not limited to) the following: woodworking plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal, water plants, laundry, bakery, mixing plant, can, bottle and bag packing plant, textile mills, paint mills, breweries, milk processing plants, power plants, aluminum processing or manufacturing plants, amusement and entertainment field. Installation of mechanical equipment in atomic energy plants; installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled.

The installation of, but not limited to, the following: setting of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports, escalators, man lifts, moving sidewalks, hoists, dumbwaiters, all types of feeding machinery, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and installation of all types of equipment necessary and required to process material either in the manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives, directly or indirectly coupled to motors, belts, chains, screws, legs, guards, boots, boot tanks, all bin valves, turn heads and indicators,

shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes, cables.

The laying out, fabrication and installation of protection equipment including machinery guards, making and settling of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of types, fabrication of all lines, hoses or tubing used in lubricating machinery, installed by Millwrights, grinding, cleaning servicing and machine work necessary for any part of any equipment installed by Millwrights, and the breaking in and trial run of any equipment or machinery installed by the Millwrights.

- C. It is understood that no dispute, complaint or grievance shall be filed under Section 51 (Grievance Procedure) of the Master Labor Agreement alleging violation of this Section 12 as a result of assignment of work as set forth in this section to other crafts working under collective bargaining agreements; but rather such dispute, complaint or grievance shall be handled under Section 16 (Jurisdictional Disputes) of the Master Labor Agreement.
- D. The individual employer and the Local Union will cooperate promptly in attempting to resolve jurisdictional disputes that may arise on any job or project.
- E. When requested in writing by the Millwright Union, individual employers who are parties to this Agreement shall furnish signed letters promptly on a date mutually agreed upon by both parties, but in no case more than thirty (30) days, on the letterhead of the individual employer, stating he is employing or had employed millwrights on a specific type or work and specific job and paid the negotiated scale of wages and fringe benefits for such work.

SECTION 13 PRE-JOB CONFERENCE

- A. Whenever an individual employer or his representative holds a pre-job conference pursuant to Section 20 (Pre-Job Conference) of the Master Labor Agreement, separate individual notice shall be given to the millwright local having jurisdiction over the project in the same format used to notify the other crafts attending.
- B. A markup meeting for the purpose of discussing jurisdiction shall be mandatory upon written request of the local union on all jobs whose total cost is one million dollars (\$1,000,000.00) or more. Markup meetings on jobs of less than one million dollars (\$1,000,000.00) shall be optional upon mutual consent of the individual employer and the unions involved. This is not necessarily an exclusive millwright markup. At a markup meeting where plans or mock-ups are to be used, the Union will be given reasonable time to review such plans or mock-ups prior to the start of the meeting.

SECTION 14 SAFETY

- A. As a safety factor, no millwright shall be required to work alone while making repairs or adjustments on machinery and/or equipment that is in operation or capable of being operated. Since this is a safety factor, the second individual is not necessarily a millwright, but must be a responsible individual capable of starting, stopping and operating said machinery. If the second individual is not a millwright, he shall not be allowed to perform millwright tasks. No millwright employee shall be discharged for refusing to work under unsafe conditions.

**SECTION 15
SUBCONTRACTING**

A. The individual employer shall not subcontract Millwright work as set forth in Section 12 (Work Covered) to any subcontractor without notifying the union, in writing, of the subcontractor's name, address, phone number and license number within five (5) days after selecting the subcontractor or five (5) days before starting the job, whichever is the longer, except in emergencies. Such subcontracting shall be done in accordance with Section 50 of the Master Agreement.

**SECTION 16
OUTSIDE CONTRACTING**

Any outside firm undertaking any millwright work within the territory where this Agreement applies shall be allowed to bring in one (1) non-resident foreman or one general foreman, subject to the Hiring Provisions of Section 49 of the Master Labor Agreement. Such non-resident shall register for Health & Welfare, Vacation Plan, Annuity and Retirement Plan at the office of the local union, and shall be furnished a copy of the current agreement for his future guidance prior to starting any job. The local union office shall inform such workers of the proper compensations due him/her under this Agreement and may later require specific proof of conformance. The second foreman shall be a local millwright. All foremen or general Foremen shall receive the wages and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document this ____ day of _____, 2004 in Oakland, California.

THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

On behalf of:

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL FOR LOCAL UNIONS NO.: 22, 25, 34, 35, 46, 68-L, 83-L, 102, 109-L, 144-L, 152, 180, 217, 262, 405, 505, 605, 701, 713, 751, 1109, 1240, 1496, 1599, 1618, 1789, 1861, 2035, 2236

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL:

Bob Alvarado, Executive Officer

Date

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD:

Bill Feyling, Executive Director

Date

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.:

Thomas T. Holsman, CEO

Date



**APPENDIX C
RESIDENTIAL ADDENDUM**

The terms and conditions of this Addendum shall apply on the work description contained herein, provided the job(s) are registered as per Section C 5 of this Addendum and all the terms and conditions of the Carpenters Master Agreement shall remain in full force and effect unless specifically amended by this Addendum.

- C 1. Residential Wood Frame Structures are defined as single family residences, condominiums, town houses, cluster homes and multiple unit, multi story wood frame residential structures as permitted by the applicable building code.

Due to the constantly changing aspects of the residential construction industry, the parties to this addendum reaffirm the conditions of Section 2, paragraph 4, and Section 2 A of the Master Agreement shall particularly apply to all phases of this Residential Addendum.

- C 2. Work Description:

Residential work processes include, but are not limited to, fabrication and installation of concrete forms and foundations; floor framing members; subfloors; wall, ceiling and roof framing; exterior siding, roof and exterior wall shingles, shakes or asphalt shingles; lathing; normal and traditional drywall; steel scaffolding; windows and sliding glass patio doors; stairs; underlayment and base; installation and finishing of hardwood floors including pre-finished hardwood floors regardless of the method of installation; acoustical ceiling; installation of all interior trim including cabinets, counter tops, pre finished marble counter tops and vanities; customer service or warranty work; and other work incidental to the performance of the work covered and work performed by using the tools recognized as and regarded as tools of the trade.

- C 3. The terms and conditions of Section 39 of the Master Agreement are amended as follows:

Seven (7) Counties Area consisting of the following counties: Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Solano.

Journeyman wage rates effective	7/1/04
Carpenters	31.25
Hardwood Floorlayers	31.40
Shinglers	31.40
Power Saw Operators	31.40
Steel Scaffold & Steel Shoring Erectors	31.40
Saw Filers	31.40

Three (3) Counties Area consisting of the following counties: Napa, San Benito and Sonoma.

Journeyman wage rates effective	7/1/04
Carpenters	25.37
Hardwood Floorlayers	25.52
Shinglers	25.52
Power Saw Operators	25.52
Steel Scaffold & Steel Shoring Erectors	25.52
Saw Filers	25.52

**2003 - 2008
Carpenters
Agreement**

Page 52

1. Apprentice Wage Percentage Schedule: The wage rates for apprentices shall be the following percentages of the applicable Journeyman classification in the appropriate geographical area, effective July 1, 2004:

First Period: 0 to 6 months. . . .	60%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Carpenter Employers Contract Admin.
Second Period: 7 to 12 months. . .	65%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Vacation Carpenter Employers Contract Admin.
Third Period: 13 to 18 months. . .	70%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Admin.
Fourth Period: 19 to 24 months. . .	75%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Admin.
Fifth Period: 25 to 30 months. . . .	80%	Full Fringes
Sixth Period: 31 to 36 months. . . .	85%	Full Fringes
Seventh Period: 37 to 42 months. . .	90%	Full Fringes
Eighth Period: 43 to 48 months. . .	95%	Full Fringes



Pre Apprentices

In order to encourage persons who have not traditionally entered the Carpentry trade to enter and complete the necessary apprenticeship program and to increase the potential for successful completion of all those who become indentured apprentices, the parties hereto agree to create a pre-apprenticeship program, the purpose of which will be to introduce the Trade to such persons. Such pre-apprenticeship program may be utilized by Employers under the following conditions:

On private residential projects covered and registered as per Appendix C, a pre-apprentice period is established as follows:

Period of time 180 calendar days. Wage rates 35% of the applicable journeyman rate plus fringe benefit contributions as follows: Training, Supplemental Dues, Industry Promotion, UBC Health & Safety, Work Preservation and Carpenter Employers Contract Administration

An individual employer may employ one (1) pre-apprentice for each apprentice in his employ that has entered the third or higher period of apprenticeship. Pre-apprentices shall not be considered in computing the journeyman apprentice ratio.

The use of pre-apprentices is to be considered a privilege by an individual employer and violation of the pre-apprentice ratio shall cause the privilege to be denied, subject to the grievance procedure.

The Employer and the Union shall establish rules governing the use of and criteria for advancement of pre-apprentices into the Apprenticeship program.

Except as specifically amended in this Section C 3 of this Addendum, the terms and conditions of Section 39 of the Master Agreement remain unchanged.

- C 4. The work week will be governed by the terms of Section 24 of the Agreement.
- C 5. Job Registration
- A. Individual Employers shall register all jobs to be performed under the terms and conditions of this Addendum. An individual employer who opts to subcontract covered work shall register any such subcontractor. An individual employer acting as a subcontractor shall register all jobs to be performed under the terms of this Addendum.
- B. Each individual employer shall notify the Union in writing, on a Job Registration Form to be provided by the Union of the location of each job on which he or it will be performing work covered by the Agreement. Such notice shall be given prior to the commencement of work and shall contain all the information required by the Union. On jobs where the time factor does not permit all registration of jobs prior to their commencement, the contractor shall notify the appropriate District Council office by telephone, giving all pertinent information regarding the specific job. Such notification must be confirmed in writing on the regular Job Registration Form provided by the Union within forty eight (48) hours thereafter.
- C. In the event a contractor takes over the performance of a contract covered by the terms of this Agreement for another contractor, the successor contractor shall notify the Union by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject the successor contractor to any liability for any delinquent fringe benefits of the predecessor contractor through the grievance procedure in addition to any other claims which may arise because of such failure.

**2003 - 2008
Carpenters
Agreement**

Page 54

-
- D. The information to be contained on the registration form shall include, but not be limited to, the following:
1. Individual employer's name, address, telephone number, Contractor's License number, Carpenters Trust Fund account number, and Workers Compensation carrier and policy number.
 2. Name and address of project; jobsite phone (if any); name of contractor's job supervision; proper term for Federal, HUD, or State project I.D. number; estimated starting and completion dates.
 3. Job description, i.e., single family tract, remodel, apartment, etc., number of units, square footage, estimated number of hours of covered work to be performed.
 4. Name and account number of payroll bank account.
 5. List of all subcontractors performing work covered by this Addendum of the Agreement, including address, Carpenter Trust Fund account number, if known, estimated hours, if available, and description of work to be performed.
- E. Nothing in this Addendum shall in any way abridge, amend or detract from Section 50 of the Master Agreement, entitled "Work Preservation, Contracting and Subcontracting," provided, however, compliance with the registration of subcontractors as required herein shall satisfy the written notice requirement of Section 50 paragraph 5.
- C 6. In the event that the Union negotiates more favorable terms and conditions for work covered by this Addendum in the Ten County Area, such more favorable terms and conditions shall be available to any employer signatory to this Addendum provided, however, any signatory desiring to take advantage of the different terms and conditions must adopt all the terms and conditions applicable to such other agreement. This provision shall not apply to any project agreements negotiated by the Union. The terms of Section 2 A of the Agreement shall also apply to this addendum.

**APPENDIX D
INSULATORS ADDENDUM**

The following special conditions shall apply between the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD and the individually signatory INSULATION CONTRACTORS and are in addition to and shall prevail over conflicting provisions of the foregoing Master Agreement.

1. For work on occupied residences only, no overtime will be required for work on Saturdays, except to the extent an employee works in excess of forty (40) hours in a week and provided the Union is notified in advance of this change in the work week.
2. The Union will recommend to the involved Local Unions and the NCCRC that no "foreign dues" will be charged to workers who work within different union jurisdictions, provided the individual employee obtains a dispatch by telephone before going to the job.
3. On blower crews only, to accommodate the weather conditions, and subject to advance notice to the Union, an individual employer may commence the work day as early as 6:00 A.M.
4. Travel pay from the individual employer's warehouse or shop to the furthestmost jobsite and return to the employer's headquarters shall be paid one way only, at the employee's regular hourly rate, provided that if a company vehicle breaks down on the return trip to the shop after completing a job, time and one half shall be paid for all time in excess of thirty (30) minutes caused by the breakdown, and provided further that overtime will be paid only in excess of eight (8) straight time hours worked in any one (1) day.
5. The job classification, "Hopper or Blower Operator" is established at a wage rate of 50% of applicable Journeyman rate and all fringe benefit contributions. Pre Apprentices and Apprentices may be assigned to the Hopper Blower operation as a part of their training for a period not to exceed sixty (60) calendar days. An Apprentice or Pre Apprentice so assigned shall receive their normal wage rate and fringe benefits for the sixty (60) calendar day period and shall receive no less than the Hopper Blower Operator wage and fringe benefit rates after the expiration of the sixty (60) day period.
6. When a Local Union is not able to supply a sufficient number of Journeymen, the ratio of Apprentices to Journeymen may be increased but not to exceed one (1) Apprentice to each Journeyman.
7. To facilitate overtime work permits, the individual employer may make arrangements by telephone rather than by personal visits.

An Insulator Apprentice Program will be established to provide competent Journeymen. The period of apprenticeship shall be thirty six (36) months. The periods, wage percentage of Journeyman rate, fringe benefit contributions shall be as follows, effective July 1, 2004:

First Period: 0 to 6 months.	60%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Carpenter Employers Contract Admin.
--------------------------------------	-----	--



**2003 - 2008
Carpenters
Agreement**

Page 56

Second Period: 7 to 12 months. . .	65%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Vacation Carpenter Employers Contract Admin.
Third Period: 13 to 18 months. . .	70%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Admin.
Fourth Period: 19 to 24 months. . .	75%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Admin.
Fifth Period: 25 to 30 months. . . .	80%	Full Fringes
Sixth Period: 31 to 36 months. . . .	85%	Full Fringes
Seventh Period: 37 to 42 months. . .	90%	Full Fringes
Eighth Period: 43 to 48 months. . .	95%	Full Fringes

Pre Apprentices shall be covered by the terms set forth in Appendix C of the Master Agreement but shall not be limited to residential projects only. The individual employers shall be entitled to one (1) pre-apprentice and not be in violation of the pre-apprentice: apprentice ratio set forth in Appendix C.

9. When the Adjustment Board Arbitration Panel is scheduled to hear a grievance involving an insulation contractor who is party to this Agreement, the employer panel members will be represented by the individually signatory members.
10. The Union agrees to extend the contract reopening for discussion of the Construction Industry Advancement Fund, at the request of the signatory members.



**APPENDIX E
CARPENTERS MASTER AGREEMENT
SCAFFOLD ERECTION ADDENDUM**

The terms and conditions of this work addendum shall apply to Scaffold/Shoring erection and dismantling work only and all terms and conditions of the Carpenters Master Agreement shall remain in full force and effect unless specifically amended by this Addendum.

1. The work day shall be eight (8) consecutive hours worked.
2. Travel pay from the employer's warehouse or shop in a company vehicle to the furthestmost jobsite shall be paid one way only at the regular scaffold wage rate. Fringe benefits are not to be included for travel pay.
3. There shall be no restrictions on the mobility of regular workers of the individual employers in the 46 Northern California Counties.
4. After the fifth (5th) working day of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to Section 51, the grievance and arbitration provision of the Carpenters Master Agreement. The individual employer during the first five (5) working days of employment may reject or discharge any employee for any reason.
5. The training of scaffold/shoring erectors will be accomplished by establishing a four (4) year apprenticeship program. This program will be complimented with on-the-job training by the individual employer.
- a. The wage rates for apprentices shall be the following percentages of the applicable journeyman classification in the appropriate geographical area, effective July 1, 2004:

First Period: 0 to 6 months. . . .	60%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Carpenter Employers Contract Admin.
Second Period: 7 to 12 months. . .	65%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Vacation Carpenter Employers Contract Admin.
Third Period: 13 to 18 months. . .	70%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation



**2003 - 2008
Carpenters
Agreement**

Page 58

		Training Vacation Annuity Carpenter Employers Contract Admin.
Fourth Period: 19 to 24 months. . .	75%	Health & Welfare Work Fees Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Admin.
Fifth Period: 25 to 30 months. . .	80%	Full Fringes
Sixth Period: 31 to 36 months. . .	85%	Full Fringes
Seventh Period: 37 to 42 months. .	90%	Full Fringes
Eighth Period: 43 to 48 months. . .	95%	Full Fringes

6. Scaffold erectors may be allowed to drive company equipment and materials to all job sites.
7. The Union and the individual employer will cooperate to ensure that all signatory Scaffold/Shoring contractors are in compliance with the terms and conditions of the Carpenters Master Agreement.

APPENDIX F
46 COUNTIES IN NORTHERN CALIFORNIA
BRIDGE STRUCTURE AND RELATED HIGHWAY ADDENDUM
TO THE 2003-2008 AGC/CARPENTERS MASTER AGREEMENT

Notwithstanding the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following special terms and conditions shall apply to highway work as described herein.

The Carpenters 46 Northern California Counties Conference Board for and on behalf of its affiliates, agrees to the following Addendum to the above Agreement:

SECTION 1
COVERAGE

All work performed by Bridgebuilder Carpenters on highway construction including the construction, improvement, modification and demolition of all or any part of streets, highways and bridges.

SECTION 2
MOBILITY AND HIRING

There will be no restrictions on the free movement of workers employed by a signatory employer from one job to another anywhere within the 46 Northern California Counties. Should an employer require additional workers (new hires) on any given job that has commenced, such workers shall be hired from the hiring hall having primary geographical jurisdiction over the work site.

SECTION 3
WORK REGISTRATION

The Union will provide a separate format for work registration as a bridgebuilder carpenter in their hiring hall procedures. When the Individual employer requests a bridgebuilder carpenter, the Union will only dispatch those members who have indicated a bridgebuilder work experience. The dispatch of apprentices shall not be subject to this provision.

The parties agree that to adequately respond to the needs of the bridge building industry, the Union has agreed to establish a one-stop hiring procedure. The Union has agreed to establish a 1-800 number for bridgebuilder dispatch requests.

SECTION 4
WAGES & FRINGE BENEFITS

The following shall be the classification and minimum hourly rate during the term of this Agreement for the effective date noted and in the areas listed.

Nine (9) County Area consisting of the following counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma:

Journeyman wage rate effective	07/01/04
Bridgebuilder	\$31.25

**2003 - 2008
Carpenters
Agreement**

Page 60

Thirty-four (34) County Area consisting of the following counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Journeyman wage rate effective 07/01/04

Bridgebuilder \$31.25

Three (3) County Area consisting of the following counties: Monterey, San Benito and Santa Cruz:

Journeyman wage rate effective 07/01/04

Bridgebuilder \$31.25

FRINGE BENEFITS

Fringe benefit contributions shall be uniform throughout the entire 46 Northern California Counties Area:

Effective	07/01/04
Health & Welfare	\$ 5.805
Pension	\$ 3.00
Carpenter Annuity	\$ 1.75
Vacation	\$ 1.60
Work Fees	\$ 1.07
Apprentice/Journeyman Training (Appr.)	\$.38
CCAP	\$.04
UBC Health & Safety Fund	\$.04
Carpenters Work Preservation	\$.05
Contract Administration	\$.08
TOTAL	\$13.815

Contributions required pursuant to Section 45 and 45A (Industry Funds) shall be paid in accordance with the 2003-2008 AGC/Carpenters Master Agreement.

FUTURE WAGE AND/OR FRINGE BENEFIT CONSIDERATIONS:

Wage and Fringe benefit increases will be uniform throughout the entire 46 Northern California Counties pursuant to the 2003-2008 AGC/Carpenters Master Agreement.

**SECTION 5
WORK WEEK**

A. Thirty-four (34) Counties and Three (3) Counties Area:

Section 24 of the Master Agreement shall be modified as follows:

The regular workweek shall consist of forty (40) hours of work Monday through Friday.



B. Nine (9) Counties Area:

The regular workweek shall be in accordance with the provisions of Section 24 of the Carpenters Master Labor Agreement.

- C. **FOUR BY TEN (4 X 10) WORKWEEK** – An individual employer may establish a workweek for four (4) consecutive days of ten (10) consecutive hours. The applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Fridays, Saturdays, Sundays and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours for which ten (10) hours shall be paid; the second shift shall be ten (10) consecutive hours of work (exclusive of meal period) and shall constitute a shifts work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 workweek, except as may be changed by mutual agreement.

In the event that work cannot be performed Monday through Thursday, (4 x 10 hour workweek) because of inclement weather, major mechanical breakdown beyond the control of the Employer, employees (at their option) may makeup such lost work day(s) on Friday and shall be paid at the applicable straight time rate.

The Union and the Employer will commit to proposing and supporting legislation to change existing law to allow for a 4 x 10 workweek on all Bridge Structure and Highway Related Work.

SECTION 6 MAKE-UP DAY

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, bridgebuilder carpenters (at their option) may make-up such day on Saturday and shall be paid at the applicable straight time rate.

SECTION 7 SUBSTANCE ABUSE TESTING

The Carpenters 46 Counties Conference Board will actively participate in the negotiation of a Basic Trades Uniform Substance Abuse Policy with the Cement Masons, Laborers, Operating Engineers, Pile Drivers and Teamsters during the life of this Agreement.

An individual Employer may initiate unannounced lottery testing, a selection process where affected employees are selected for testing and each employee has an equal chance of being selected for testing. If an individual Employer initiates such lottery testing, all employees shall be subjected to such testing. An individual Employer who initiates lottery testing shall specifically state in its notice to the Union and its notice to employees that employees will be subject to lottery testing. The individual employer shall give thirty (30) days notice to the Union and employees prior to implementing a lottery drug-testing program administered by an independent third party.

SECTION 8 SHIFT WORK

When job site access has been limited by the construction user, a special shift may be established during off-hours, Monday through Friday, when required as a condition of securing the work. The employer may pay eight (8) hours pay for eight (8) hours work on such shift. Work in excess of eight (8) hours shall be subject to the overtime provisions of the Agreement.

**2003 - 2008
Carpenters
Agreement**

Page 62

No special shift shall be established or started for less than three (3) days duration unless the contracting authority specifies work tasks of only one (1) or two (2) days duration. Work performed during special shifts of less than three (3) days duration shall be paid at the wage rate of 12.5% premium pay for a minimum of eight (8) hours. If as a result of working such special shift(s) a bridgebuilder loses the opportunity to work his/her regular workweek then all work performed on such special shift(s) shall be paid at the normal overtime rate.

**SECTION 9
MAXIMUM UTILIZATION**

An employer may maximize the utilization of all its United Brotherhood of Carpenters members by working them under the terms and conditions of the Bridge Structure & Highway Related Addendum.

**SECTION 10
JOBS IN PROGRESS**

All current jobs in progress shall be grandfathered under the current economic increase structure.

SECTION 11

The parties to the Bridge Building Agreement recognize that not all employers are represented by the AGC for purposes of collective bargaining and that upon execution of this Bridge Building Agreement by any such employers and/or employer representative in any bargaining unit shall be bound to the terms and conditions of this Bridge Building Agreement subject to the provisions of this Agreement.

SECTION 12

It is further agreed that in the event grievances are filed involving employers not represented by AGC, any decision rendered by the Board of Adjustment and/or Arbitrator, as the case may be, shall not be binding on any entity's members who were not represented on the Board of Adjustment for that particular grievance.

SECTION 13

In all other respects, the terms and conditions of the 2003-2008 AGC/NCCRC Carpenters Master Agreement, or any other Master Agreement to which a bridge building employer may be bound, shall continue in full force and effect for the remainder of said term.

IN WITNESS WHEREOF, the parties hereto have executed this document this _____ day of _____, 2004
in Oakland, California.

THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

On behalf of:

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL FOR LOCAL UNIONS NO.: 22, 25, 34, 35, 46, 68-L, 83-L, 102, 109-L, 144-L, 152, 180, 217, 262, 405, 505, 605, 701, 713, 751, 1109, 1240, 1496, 1599, 1618, 1789, 1861, 2035, 2236

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL:

Bob Alvarado, Executive Officer

Date

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD:

Bill Feyling, Executive Director

Date

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.:

Thomas T. Holsman, CEO

Date