

**SOUTHERN CALIFORNIA  
MASTER LABOR AGREEMENT**

**between**

**UNITED GENERAL CONTRACTORS, INC.**

**2022**



**2026**

**and the**

**SOUTHWEST REGIONAL COUNCIL**

**OF CARPENTERS**

**AND LOCAL UNIONS**

**IN THE TWELVE**

**SOUTHERN CALIFORNIA COUNTIES**

**AND NEVADA**

**AFFILIATED WITH THE**

**UNITED BROTHERHOOD**

**of**

**CARPENTERS and JOINERS of AMERICA**

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**2022-2026**

**MASTER LABOR AGREEMENT**

**between**

**UNITED GENERAL  
CONTRACTORS, INCORPORATED**

**AND**

**SOUTHWEST REGIONAL COUNCIL OF  
CARPENTERS,  
UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA**

This Agreement is entered into this first day of July 2022, by and between the United General Contractors, Inc. negotiating on behalf of its respective eligible members, hereinafter referred to as the **CONTRACTORS**, and the Southwest Regional Council of Carpenters and its affiliated Local Unions in the 12 Southern California Counties and the State of Nevada, affiliated with the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the **UNION**.

**PURPOSE**

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

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the

effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers. To implement the intent of this paragraph, the parties to this Agreement hereby establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the United General Contractors, Inc. This Committee will review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement.

## **ARTICLE I**

### **General Provisions**

#### **101. Definitions:**

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

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

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

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

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

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

101.7. The "Method of Delivery of Notices," required by this Agreement, except for the notice required under Section 1401, will be satisfied by one of the following means of delivery: fax, e mail (provided the specific entity or individual recipient has agreed to receive in this form) certified mail or regular mail.

#### **102. Coverage:**

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

In the event the Contractor performs any work within the jurisdiction of the Union in the State of Nevada, such work will be performed under the appropriate Master Agreement for that area.

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

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

of this Agreement shall be applicable to all such work on that job or project.

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

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

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

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

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

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

103.1.1. Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, cast-in place elements such as retaining walls, head walls, wing walls, barrier rails, manholes, and box culverts, mechanically stabilized earth walls, template setting for bollards or other safety barriers, templates and anchorage for street and highway signage bases, utility pedestals, truncated domes, subways, plinth and pedestal for precision set and/or elevated rail, rail stations, airport grading, surfacing and drainage, electric transmission line and conduit projects, broadband and communications projects, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, water and sewage treatment projects, dams, aqueducts, canals, reservoirs, intakes, drop inlets, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, footings, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment, and all work on robotics, included but not limited to the rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

103.1.2. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations, solar fields, energy storage, wind, geothermal, tidal energy, biodigesters, carbon capture, emission reduction, and all other green energy installations and structures, offshore structures, and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental there-

to, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction.

103.2. All layout work traditionally performed by Carpenters, including layout for work to be performed by the carpenter trades, shall be performed by Carpenters covered by this Agreement. This shall include all layout and shooting of grades from the initial control point and/or benchmark and use of all equipment incidental thereto, including use of transit, and “total station” equipment, survey instruments and other equipment. This shall include any field adjustments to be used for layout purposes, excluding initial survey and quality control related survey work.

103.3. This Agreement shall cover all work in connection with the hoisting of materials which are to be used by the Carpenters including but not limited to the rigging, guiding and handling, and all other movement and removal of useable or reusable material used by Carpenters on the jobsite.

103.4. The Carpenters claim installation of studs, frames, platforms, boards, shingles, roofing, and plastics, or other materials, regardless of composition, used in the performance of carpentry work, operation of the Pettibone, and forklift, all stationary and mobile material handling equipment, or any other ground transportation in support of carpentry work and the use of survey instruments, either optical or electronic. Carpenters assigned to using survey instruments shall receive not less than the rate of pay for his regular classification.

103.4.1. The following tools used in the performance of the scopes of work below shall be deemed tools of the Carpentry trade.

103.4.1.1. Chalk or snap lines, tape measures, all types of squares, plumb bobs, lasers and levels of any type used for the layout of foundations, decks, embeds, walls and partitions.

103.4.1.2. Hammers, cat’s paws, pliers, diagonal cutters, tin snips, wrenches, nail or brad guns, and all types of saws used for the framing of walls and ceilings or construction of concrete forms.

103.4.1.3. Drywall axes, utility knives, all types of saws, routers, screw guns, and gas or powder actuated fasteners for the installation of drywall.

103.4.1.4. All types of chisels, saws and routers, planes, and sanders used in the preparation of rough or finished wood surfaces.

103.4.1.5. Nothing in this section will limit the types of tools that Carpenters may use on the jobsite, nor the use of these tools be another trade in the performance of that trade’s assigned work.

103.4.2. The Carpenters claim all onsite welding and material preparation associated with the performance of Carpentry work.

103.4.3. Carpenters claim the onsite fabrication, construction and installation of all safety components and structures necessary for Carpenters to perform their work.

103.5. This Agreement shall cover work in connection with piledriving, including but not limited to the layout, loading or unloading, preparation, rigging and hoisting, placement, erection, driving and pulling of all piles, caissons, and casings.

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

103.5.2. All splicing, cutting, burning, welding, reinforcing, anchoring, and any other modification or inspections performed on any pier, port, vessel, or barge shall be performed only by Carpenter divers and piledrivers under the terms of this Agreement. Loading, unloading, and securing of all diver, piledriver, millwright or carpenter materials associated with work covered under the terms of this Agreement from any barges or vessels shall be covered work.

103.5.3. All diving performed, including all wet diving, for the purposes of construction, maintenance, or demolition shall be considered Carpenter scope work as covered under Appendix G, including all work covered under Appendix G, Article VII.

103.6. This Agreement shall cover all concrete form work, regardless of material used, including, but not limited to, the fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms, placing of waterstops and other embedded items, and the operation of the fork lift, Leod, Pettibone, knuckle boom, all stationary and mobile material handling equipment, or any other ground transportation used to move Carpenter materials to perform all of the above work. This shall include all washouts, slurry, or other forms that provide either a finished or unfinished concrete surface.

103.6.1. The Contractor shall construct all concrete forms, including without limitation all stem, gang, deck, wall, column, interior curb, and any other forms or panels regardless of material composition, and framed walls to be used on the jobsite for a specific project and such work shall be performed only by carpenters under the terms of this Agreement. With the prior approval of the Union, curvilinear forms created by computer numeric control (CNC) machines will be acceptable when practical means of carpentry cannot produce the same level of accuracy or efficiency. Walls to be used on the jobsite for a specific project and such work shall be performed only by carpenters under the terms of this Agreement.

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

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

103.6.3. Any concrete forms that are constructed by the Carpenters under the provisions of Article I of this Agree-

ment may be reused on any jobsite by any Contractor.

103.6.4. Any modifications of concrete forms shall be performed only under the provisions of Article I of this Agreement.

103.6.5. The provisions of Article I of this Agreement shall not apply to the manufacturing of patented, identifiable standard, manufactured commercial brand name forms such as Universal, Symons, Peri, Doka, Aluma, RMD Kwikform, Hi Lite, Atlas, Dayton Superior, Efco, Meva, Harsco or similar type forms. Any additional assembly, modification, or installation work of such patented, identifiable, standard manufactured commercial brand name forms performed on the jobsite shall be covered under the terms of the Agreement. Carpenters shall assemble, modify, and install such forms on the jobsite.

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

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

103.6.7. This Agreement shall cover all work in connection with tilt-up slabs, including, but not limited to, benchmarks, lay out, setting of all forms, setting of all form liners, architectural reveals, block outs, metal door and window jambs, sonotubes, templates for bolts, lift points, knee braces, all stripping of forms

103.6.7. This Agreement shall cover all work in connection with tilt-up slabs, including, but not limited to, benchmarks, lay out, setting of all forms, setting of all form liners, architectural reveals, block outs, metal door and window jambs, sonotubes, templates for bolts, lift points, knee braces, all stripping of forms

103.7. This agreement shall cover all work in connection with the fabrication, construction, grading, placing, erection, rigging and hoisting, stripping and removing of all shoring, falsework, decking, beams, and lagging regardless of material composition.

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

103.7.2. This Agreement shall cover all work in connection with Plywood Decking, or any decking, used as temporary formwork, regardless of material composition serving the same purpose, including, but not limited to, the carrying, stacking, installation and removal.

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

103.8. This Agreement shall cover all work in connection with suspended working platforms, self supporting scaffolds or scaffold built for special purposes including, but not limited to, handling, building, erecting, modifying, and disassembling, and the operation of all equipment, including lifts, hoists (excluding temporary elevators), and other mobile equipment, and all site-built ladders and stairs used in connection with this work. Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the Carpenters.

103.9. Drywall work, as defined in the Drywall/Lathing Master Agreement, and which is covered in this Agreement and is considered as bargaining unit work, shall be performed under all the terms and conditions of the Drywall/Lathing Master Agreement between the Southwest Regional Council of Carpenters and the Western Wall and Ceiling Contractors Association or any other Association. Provided, however, that a Contractor may perform minor and incidental drywall work under the terms and conditions of this Agree-

ment. As of July 1, 2006, the Contractor or his Drywall subcontractor will pay fringe benefits to the Carpenters Trust Funds detailed in this Agreement and, additionally, to any other Drywall Trust Funds that may be negotiated. Notwithstanding any other terms of this Agreement, this paragraph will be subject to the Grievance Procedure detailed in Article VI. All metal stud panels shall be constructed on the jobsite by carpenters working under the provisions of this Agreement.

103.9.1. The Contractor may subcontract work on metal stud panels or framed walls in accordance with the terms of this Agreement; provided that such work by a subcontractor shall be performed by Carpenters under the terms of this Agreement or an appropriate agreement with the Union. A Contractor, party to this Agreement may construct such panels or framed walls away from the jobsite, and in that event, such work shall be performed under the terms of this Agreement, or an appropriate agreement with the Union, only by Carpenters that are employees of the Contractor.

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

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

103.9.4. It is further specifically understood that the installation, tying and connection of all types of iron and metal



studs and all types of furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, ceiling heat panels, backing, sheathing, plastic or acoustical materials or any material attached to the above-described iron or metal construction is specifically included in the work covered by this Section.

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

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

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

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

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

103.10. The work covered by this Agreement shall include all Unistrut systems, x-ray supports, light supports, cable vault supports, racks, shelving, ceiling grids, clean room wall framing, ceiling supports, utility screen supports, unistrut metal framing systems of all lightweight standardized components which can be bolted together to form walls, roofs, decks and special structural elements of varying modular configurations and all other necessary structural support assemblies.

103.11. Insulation installation work, which is covered in this Article, shall be performed under all of the terms and conditions of the Insulation Agreement between the Contract-

tors and the Southwest Regional Council of Carpenters. Also covered is the installation of firestop materials and all related work. Article V, Section 503 shall not apply to firestop work. (See Appendix C to this Agreement).

103.11.1. The Carpenters claim all work associated with the construction of the building envelope, including all work on foundations, exterior walls and roofing to create a physical separation between conditioned and unconditioned environments.

103.12. This Agreement shall cover all work in connection with the fabrication and installation of acoustical, decorative, or functional materials on walls and ceilings.

103.13. This Agreement shall cover all work in connection with the framing and construction of all ceilings and roofs, regardless of material used.

103.13.1 The Carpenters claim all welding, crimping and joining associated with the installation of roofing materials, regardless of material used.

103.13.2. The Carpenters claim all work in connection with the fabrication, construction, placement, erection, rigging and hoisting of all structures to be used for rooftop solar systems, rooftop gardens or green roofing, rooftop windmills, and all other structures to be placed on walls or rooftops for the purposes of generating energy or reducing a building's carbon footprint.

103.14. This Agreement shall cover all work in connection with the installation of floor coverings including, but not limited to measuring, cutting, installing, or removal and other preparation for installation of all types of floor coverings, regardless of material used.

103.14.1. The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern, in all its branches and phases, such as nailing, filling, laying striping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and all maintenance and related work. Computer floors, and/or raised access floors in all its branches and phases, such as material handling, layout, fabrication, maintenance, installation, cutting, fitting, and fastening of all materials and components, such as pedestal stanchions, stringer systems, and seismic bracing. Installation of ramps, steps, fascia assemblies, plenum dividers, air grills, cable cutouts, ledge extrusion, hand

rail assemblies, cove base at perimeter walls, lamination of coverings onto floor panels, and any other operation relative to computer floor installations.

103.14.2. This Agreement shall cover tile, terrazzo and marble work, including all handling, setting, placing, finishing and clean up associated with such work as more fully described in the Tile, Terrazzo and Marble Agreements. Such work shall be performed pursuant to the Tile, Terrazzo and Marble Agreements.

103.15. Carpenters claim the installation of all mass timber, any other components or system associated with the installation of mass timber regardless of material composition, and any other component or system which serve a structural purpose while also providing a final finished surface composed of wood, drywall or other Carpenter craft materials.

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

103.17. This Agreement shall cover the layout, fabrication, construction, placement, application, erection, rigging and hoisting of all systems, barriers, containments, surfaces, and preparations intended to control the spread of particles, infectious agents, and pathogens within a permanent or temporary structure. Removal of reusable components of such systems shall be the work of the Carpenters.

103.18. Fence building work, which is covered in this Article, shall be performed under all of the terms and conditions of the Fence Building Agreement between the Contractors and the Southwest Regional Council of Carpenters.

103.19. This Agreement shall cover asbestos abatement and other work involving the removal of hazardous materials. Such work shall be performed pursuant to the Southern California Carpenters Asbestos Abatement Agreement. In the event this work is subcontracted by the Contractor, Article V shall not apply but the Contractor agrees to utilize his best

efforts to ensure that the work is done by a contractor signatory to an agreement with the Union, provided suitable and competitive signatory contractors are available.

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

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

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

103.23. This Agreement shall cover the use of robotic or artificial intelligences, whether autonomous or operated, for work covered under the terms of this Agreement, including, but not limited to: layout, nailing, screwing or welding, moving or scrapping materials used by Carpenters on the jobsite. The use of such equipment shall be covered under Appendix R of this Agreement.

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

105. The Contractor shall be financially responsible for all fringe benefits owed to any funds established by this

Agreement by him or by his subcontractor or the subcontractor of his subcontractor for work performed on the Contractors job or project in accordance with the requirements set forth below.

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

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

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

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

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

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

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

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

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

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

108.2.1. Failure to submit online trust report forms.

108.2.2. Failure to report on all employees.

108.2.3. Failure to make the payments as required on time.

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

108.2.5. Failure of bank to honor checks, or electronic fund transfer (EFT) payments, submitted.

109. In the event that the collection of employer benefit contributions are not sufficient to cover all delinquent obligations required by this Agreement, sums collected shall be distributed in the following order of priority.

109.1. Southwest Carpenters Vacation, Sick Leave, and Paid Time Off Trust.

109.2. Southwest Carpenters Annuity Trust.

109.3. Supplemental Dues.

109.4. Southwest Carpenters Health and Welfare Trust.

109.5. Southwest Carpenters Pension Trust.

109.6. The following funds on a pro-rata basis: South-west Carpenters Training Fund, Carpenters-Contractors Cooperation Committee, Contract Administration Trust for Carpenter-Management Relations, Independent Contractors Grievance and Arbitration Trust Fund, and any applicable Industry Advancement Funds.

109.7. Any other funds mutually agreed to by the parties.

110. Effective July 1, 2022 all new contractors that become signatory to, or bound by, this Agreement may be required by the Union to furnish a Fringe Benefit Payment Bond, letter of credit or similar security in such form as may be approved by the Board of Trustees of the various trust funds as follows:

<b>Number of Employees</b>	<b>Face Amount</b>
1-12	\$100,000
13-50	\$250,000
51 or more	\$500,000

110.1. If a contractor is deemed to have been in good standing, and signatory to this Agreement, for the proceeding period of thirty-six (36) months by the Trust Fund, no bond will be required.

110.2. The Union reserves the right to demand a bond, or to update the bond amount due to failure by a contractor to cure a delinquency within sixty (60) days of notice to the contractor. A good faith dispute over an audit amount shall not be the basis for requirement of a bond.

110.3. Said Bonds (or other suitable security) shall be in favor of the currently designated Administrator (or whomsoever the Board of Trustees shall designate) of all the aforesaid Fringe Benefit Trust Funds referred to in this Agreement. In the event a Contractor fails to furnish a Fringe Benefit Payment Bond (or other suitable security) within ten (10) days after requested, in accordance with the above procedure, the Union shall be relieved of all obligations under this Agreement insofar as concerns such Contractor and shall have immediate cause to terminate its agreement with such Contractor. The Carpenters Trust Fund shall be directed to use reasonable efforts to collect delinquencies from bonds in addition to other sources of payment.

110.4. In the event that the Trust collects money from a General Contractor under Section 105 of this Agreement,

for the past due contributions of a subcontractor, the Administrator shall continue to make reasonable efforts to collect on any bond, or other security, held under Section 110 and based upon the outcome of collection efforts against such bond, or other security, an appropriate portion of the amount collected from a General Contractor shall be returned, at the discretion of the Trustees.

110.5. The Union shall have the authority to waive Section 110, through the work preservation process, in cases where a contractor is able to demonstrate a positive financial history, adequate reserves, or in cases where subcontractor coverage is deemed insufficient by the Union.

## **ARTICLE II**

### **Union Recognition**

201. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following class of employees: Executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractors above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman.

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

203. This Agreement shall be binding upon each and every eligible member of the United General Contractors, Inc. who individually affixes his signature hereto. All such eligible members shall remain liable under this Agreement for the term of the Agreement irrespective of whether they shall resign or be suspended from the Association prior to the expiration date of this Agreement and such liability

shall survive the termination or suspension of membership and remain in force during the term of this Agreement. Such former or suspended member shall be bound by any renewals, modifications or extensions of this Agreement, unless he gives the Association and the Union at least sixty (60) days written notice prior to June 15, 2020 or sixty (60) days prior to the termination date of any renewed, modified or extended Agreement, of his intention not to be bound by any new, extended or renewed Agreement. The Association will advise the Union of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

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

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

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

204.3. It will be the responsibility of the Contractors, when ordering men, to give the Regional Council all of the pertinent information regarding the workman's employment, including any special requests or qualifications.

204.4. All referrals from the Regional Council must be in writing, on a standard form to be provided by the Union. The written referral will contain the name of the Contractor, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates. The Council will dispatch

in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists in the following order of preference.

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

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

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

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

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

204.7. Workmen who reside within the geographical jurisdiction of the Southwest Regional Council of Carpenters and whose names appear on the Hiring Hall lists will be free to solicit work from any signatory Contractor.

204.8. Contractors will be required to provide to the Union on a monthly basis a list of all employees on their payroll, along with social security numbers and the jobsite where the individual is employed. Failure to provide such a list will be grounds for declining to refer workmen by name to that Contractor in addition to any other remedies available to the Union. If the Union elects to refuse to refer workmen by name to a Contractor, the Contractor will be required to obtain workmen pursuant to Sections 204.4.3 exclusively. Violation of this provision will be grounds for a grievance

for which an arbitrator may assess appropriate damages. The parties agree that if a grievance is filed alleging a violation of this Section 204.8, that it will be heard and decided under the terms of the Grievance and Arbitration procedures within five (5) working days of being filed and that the arbitrator will issue a bench decision in all such cases.

205. When ordering workmen of the skills required, the Contractor will give notice to the Regional Council not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17 ½) hours before the required reporting time, and in the event that forty-eight (48) hours after such notice the Council shall not furnish such employees, the Contractor may procure employees from any other source. If men are so employed, the Contractor shall immediately report each such employee by name to the Regional Council.

205.1. No employee or applicant for employment will be required as a condition of employment or continued employment to take any test or sign a waiver of lien. No employee will be required to take a medical exam as a condition of employment unless required by job or owner requirements, or upon mutual assent between the Union and the Contractor.

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

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

206.1. The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employees nonpayment of initiation fees or dues. Such written notice shall indicate the amount of initia-

tion fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith.

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

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

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

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

208.2. An apprentice may work no more than six months in an area outside the geographical area of the program

where he is indentured unless he transfers to the apprenticeship program for the geographical area where he is working.

### **ARTICLE III**

#### **Supplemental Dues**

301. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employees written authorization to do so, deduct the sum of two dollars thirty-one cents (\$2.31) per hour or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid by the fifth paragraph of Attachment No. 1 to this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing July 1, 2022 as Special Supplemental Dues. In implementing the foregoing the Carpenters Southwest Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies. The money will be transferred by the Agent to either the Union or vacation within six (6) months of receipt.

302. Said Supplemental Dues shall be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust (Vacation Trust). All sums deducted by the Employers pursuant to the provision of this Article shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article shall, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization shall have been furnished, and shall be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust on the other, the Agent shall separate the funds transmitted into dues and vacation-holiday contributions, respectively, based on whether or not a proper dues deduction authorization shall have been filed. The Agent shall distribute any funds into dues based on the authorization of the member within six (6) months of receipt. The Agent shall then deposit such sums in the account of either the Agent or the Vacation Trust. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues payment shall be borne solely and entirely by the Union. This

provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/ or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, shall have revoked such authorization.

### **ARTICLE IV**

#### **Strikes - Lockouts- Jurisdictional Disputes**

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

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

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

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

404. During the term hereof, there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union and that all employees covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of other organizations

affiliated with the Building and Construction Trades Department, AFL-CIO, or the International Brotherhood of Teamsters of America, without regard to past, present or future disputes on jurisdictional claims.

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

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

407. Jurisdictional disputes which cannot be resolved at the local level shall then be referred to the International Unions involved for determination and the work shall proceed as assigned by the Contractor until such determination by the International Unions has been confirmed to the disputing Unions and the Contractors.

## **ARTICLE V**

### **Subcontracting, Employee Rights Union Standards and Work Preservation**

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

502. Definition of Subcontractor - A subcontractor for the purposes of this Agreement, with the exception of the general provision immediately above, is defined as any person, firm or corporation holding a valid State Contractors

License and who agrees under contract in writing with Contractor or in writing with his subcontractors to perform any work covered by this Agreement, and employs workmen as employees to perform services covered by this Agreement, including the performance of labor and/or furnishing or installation of material, or the operation of equipment. All employees of subcontractors will perform work at the appropriate hourly rate and will be reported to such Trust Funds as required by the Agreement except as provided in the appendices.

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

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

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

505. Any dispute involving this Article will be resolved in accordance with the provisions of Article VI if applicable or, by Court suit. Notwithstanding any other provi-



sion of this Agreement, the Union shall not have the right to strike or use any economic action to enforce any provisions of this Article on subcontracting.

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

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

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

## **ARTICLE VI**

### **Grievance and Arbitration**

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

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

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

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

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

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

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

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

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

## **ARTICLE VII**

### **Craft Steward and Business Representative**

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

702. The Union shall have the right to appoint a job steward from among the Employer's employees on the project. On projects where there are multiple shifts, or where a project spans a large area, the Union may appoint additional job stewards from among the Contractor's employees employed on the project as necessary to efficiently perform the function of stewards on the jobsite. Additionally, where a contractor typically performs multiple small projects, the Union may appoint one or more shop or company stewards from among the Contractor's employees. The craft job steward, if any, shall be a working employee appointed by the Regional Council or its designee, who shall, in addition to his regularly assigned work, be permitted to perform during

working hours, such of his steward duties, as outlined in Paragraph 704, below, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative, in writing, of the appointment of a craft job steward, and send a copy to the Contractors home office address.

702.1. If the Union has evidence that the Contractor has recently engaged or is engaging in serious and repeated violations of the Agreement, the Union shall have the right to select a steward from sources other than the Contractor's employees on the project, provided that the Union notifies the Contractor and its Association, if any, in writing, in person or at his place of business, of its intent to place a steward, the identity of the steward, the location of the project and the alleged serious violations of the Agreement at least twenty-four (24) hours in advance of the placement of the steward. Such steward must have the requisite skills and experience necessary to perform the work of the Contractor at the same level as other current employees.

If the Contractor objects to the placement of the steward, it shall have the right to convene a special Joint Committee as provided below, to determine whether the Union has evidence of serious violations of the Agreement as set forth in paragraph (I). In order to convene such Committee, the Contractor shall notify the Union and the Association within seventy-two (72) hours of receipt of the Union's notice of steward placement of the Contractor's objection to such placement. This notification shall be confirmed in writing to the Union and the Association.

The Committee shall be composed of disinterested persons with two labor representatives selected by the Southwest Regional Council of Carpenters, two management representatives selected by the Association, and a neutral arbitrator. The parties shall maintain lists of ten representatives of labor, ten representatives of management, and five neutral arbitrators to serve as a panel, from which Committee members shall be selected.

The Committee shall be convened within five (5) working days after receipt by the Union and the Association of the Contractor's objection to the steward placement and render a bench decision. The neutral arbitrator, who shall have no business connection with either party to this Agreement, shall be authorized to participate in the proceedings and if the

committee is unable to reach a majority vote, the arbitrator shall render the deciding vote. A quorum shall consist of one representative selected by the Association and one representative selected by the Union. If a quorum is not present, a bench decision will be rendered by the neutral arbitrator.

The Committee shall determine whether the Union has evidence that the Contractor has engaged or is engaging in serious violations as set forth in paragraph (2). The Union shall have the burden of proving that it has evidence of said serious violations. The determination of the Committee shall be by majority vote as provided above. The Committee's decision shall be final and binding. The decision of the Committee shall be confirmed in writing to the Contractor and the Union. Should a Contractor fail to abide by the Committee's decision, the Union shall have the right to exercise its legal and economic remedies.

The losing party shall bear all costs of the proceedings.

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

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

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

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

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

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

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

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

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

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

704.9. The craft job steward shall not:

704.9.1. Stop the Contractors work for any reason.

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

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

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

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

## **ARTICLE VIII**

### **Classifications**

801. Should the Contractor or subcontractors, as defined in Article I, and Article V of this Agreement, employ employees in the prosecution of work covered by this Agreement in occupations or upon equipment which is not covered by one of the classifications herein specified, such employment shall, within three (3) working days after a work assignment is made or the equipment is operated, be temporarily classified by the Contractor Association and the Union under the classifications contained herein which will more nearly fit the particular char-

acter of the employment. Either party shall thereafter have the right to submit a dispute under this Section in the manner set forth in Article VI of this Agreement, if applicable.

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

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

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

805. Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wage rates specified in Article XVIII of this Agreement. Unless otherwise provided in the appendices to this Agree-

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

806. The Contractor recognizes those sections of the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America which prohibit its members from contracting for labor only.

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

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

## **ARTICLE IX**

### **Holidays, Payment of Wages, Meal Periods**

#### **901. Holidays**

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

- |                     |                               |
|---------------------|-------------------------------|
| 1. New Years Day    | 5. Veterans Day               |
| 2. Memorial Day     | 6. Thanksgiving Day           |
| 3. Independence Day | 7. Day after Thanksgiving Day |
| 4. Labor Day        | 8. Christmas Day              |

If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. If Christmas or New Years should fall on Saturday, the Friday preceding shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

#### **902. Payment of Wages**

902.1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more

than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (½) hour at the applicable overtime rate until such time as he does receive his pay. Contractors may pay employees utilizing direct deposit or payroll debit card as provided under local, state or federal law, provided, however, that payroll debit cards will be without fees charged to employees or deduction of wages to employees.

902.2. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. When the Contractor is located out of state or is working on a remote jobsite that makes compliance with the foregoing difficult, the Contractor may request from the Union prior to the start of the project a reasonable accommodation, such as overnight mail or direct deposit. At such times as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employees name or social security number and the Employers name and address. If the Contractor fails to provide such information on the check stub, then upon written notice from the Union, the Contractor shall correct such check stub within ten (10) days after such notice. If after a second notice such correction is not made, then the Contractor shall be liable to the employee in the amount of ten dollars (\$10.00) for each day that the Employer fails to correct the check stub. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

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

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

check for the insufficient fund check issued and for the bank charges assessed.

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

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

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

### 903. **Meal Period**

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

904. The parties recognize the applicability of Industrial Welfare Commission Wage Order 16 to work performed under this Agreement. Any alleged violation of Wage Order 16 shall constitute a grievance which shall be recognized under the grievance procedure of this Agreement. The grievance procedure detailed in Article VI shall be the exclusive method for resolving all alleged violations of Wage Order 16 and the time limitations of the grievance procedure shall apply to the extent permitted by applicable local, state or federal law. Nothing in the Agreement shall be construed to limit the relief that an arbitrator deems appropriate.

## **ARTICLE X**

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

#### **1001. Safety**

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

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

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

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

#### **1002. Parking**

In the event free parking facilities are not available within fourteen hundred (1400) feet of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain. If employees must be bused to a jobsite they will be paid for

the time spent riding to the jobsite. If the return trip takes more than one half (½) hour the return trip will also be paid.

#### **1003. Drinking Water**

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

#### **1004. Jobsite Transportation**

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

#### **1005. Signing of Documents**

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

#### **1006. Certifications**

The Union will maintain a data base that will track all apprentices and journeymen and their certifications along with the expiration of their certifications. All journeyman and apprentices will be trained and receive certifications in safety, CPR, first aid, OSHA 10 hour and Cal/OSHA requirements, scaffold training, fall protection and any other certification or requirement to meet City, State or Federal rules or laws.

1007. A heat illness prevention cool down recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL OSHA requirements. The grievance procedure detailed in Article VI shall be the exclusive method for resolving all alleged violations of this Article and the time limitations of the grievance procedure shall apply to the extent permitted by applicable local, state or federal law. Nothing in the Agreement shall be construed to limit the relief that an arbitrator deems appropriate.

## **ARTICLE XI**

### **Qualifications**

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

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

1103. No agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein. Any provision in the working rules of the Union with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work covered herein.

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

be deemed to limit the right of the Union under Article IV of this Agreement.

## **ARTICLE XII**

### **Existing and Other Agreements**

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

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

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

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

#### **1204. Project Agreements:**

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

## **ARTICLE XIII**

### **General Savings Clause**

1301. It is not the intent of either the Contractors or the Union to violate any laws, ruling, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the

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

## **ARTICLE XIV**

### **Term, Termination and Renewal**

1401. This Agreement shall be effective as of the first day of July, 2022, and remain in effect until June 30, 2026, and shall continue from year to year thereafter, unless either of the collective bargaining representatives shall give written notice to the other of a desire to change, amend, modify or terminate the Agreement at least sixty (60) days prior to the June 30, 2026, or June 30th of any subsequent year. In the event no agreement is reached by June 15, the Association or the Union may, on or after June 15, give a written notice of intention to terminate the Agreement. Regardless of giving of such notice to terminate, the parties shall continue to negotiate until an agreement is reached or until either party has given a fifteen (15) day written notice of final termination of the Agreement. The written notice of final termination shall provide that the Agreement shall be terminated on the date specified in such notice provided, however, the Agreement shall not terminate prior to June 30, 2026 or June 30th of any subsequent year.

1402. Any construction work which any Contractor has started or become obligated to perform by any valid written contract or bona fide and irrevocable commitment prior

to June 30, 2026, or the expiration of any subsequent year, which contract has been registered by the Contractor with the Union and the Association prior to June 30, 2026, or the expiration date of any subsequent year, shall continue under the terms of this Agreement to September 1, 2026 by mutual agreement between the Association and the Union. The provisions of this section shall not apply after the Agreement is terminated under the provisions of this Article. However, the provisions of this paragraph may be altered by mutual agreement of the parties.

## **ARTICLE XV**

### **Equal Employment Opportunity**

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

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

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



## **ARTICLE XVI**

### **Working Rules**

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

#### **1602. Single Shifts**

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

1602.2. The starting time of single shifts shall be at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., Monday through Sunday, except as provided in Section 1602.4. Starting time shall be changed only to meet a bona fide job requirement. Starting times may be staggered to meet job requirements, however, no employee will be required to report at a later time as a means to avoid paying for a full shift. Twenty-four (24) hours prior written notice shall be given to the Union in cases of deviation from the original starting time. In the event the Union is not notified in writing, employees shall be paid overtime at the appropriate overtime rate for all time outside the regular constituted shift.

1602.3. All time worked before 5:00 a.m. and after 5:00 p.m., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed or hours paid on Saturdays (except as provided in paragraph 1608.3), Sundays and holidays, shall be paid at the appropriate overtime rate (see Paragraph 1805), except as provided in Section 1602.4 hereof. If an employee resumes work on a new shift or a new starting time within twelve hours (12) of the end of the prior shift, such work shall be paid at the appropriate overtime rate.

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

1602.5. An individual Employer may establish a work-week of four (4) consecutive days of ten (10) consecutive hours. Prior to instituting a 4 x 10 shift the Contractor shall give twenty-four (24) hours notice to the Regional Council. Applicable overtime rate shall be paid for all work before a

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

#### **1603. Multiple Shifts**

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

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

1603.3. When two (2) or three (3) shifts are worked, each shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid Monday through Friday. All time worked or hours paid for on Saturday (except as provided in paragraph 1608.3), Sunday and holidays shall be paid for at the appropriate overtime rate. (see Paragraph 1805).

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

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

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

#### 1605. **Special Shifts**

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

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

#### 1606. **Tide Work Schedule**

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

1606.1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay

for such work shall be eight (8) hours at the applicable regular straight time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less work between 7:00 a.m. and 5:00 p.m. shall be paid for at the applicable straight time rate, and time in excess of eight (8) hours worked between 7:00 a.m. and 5:00 p.m. and any time worked before 7:00 a.m. or after 5:00 p.m. shall be paid for at the applicable overtime rate.

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

#### 1607. **Emergencies**

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

#### 1608. **Show Up Pay**

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

ment. Carpenters who voluntarily quit shall receive pay only for hours worked.

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

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

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

1608.2.2. In order to qualify for this two (2) hours pay (and subsistence if applicable) the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives his pay unless released sooner by the Employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

### 1608.3. **Saturday Makeup Day**

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

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

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

### 1611. **Subsistence**

1611.1. Meals and lodging shall be provided on projects on the following offshore islands: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island (Channel Is-

lands Monument).

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

1611.3. The Contractor shall provide employees with acceptable room when employees are required by the Employer to remain in the area of the project, in compliance with California State Laws. The maximum reimbursable room cost will be eighty dollars (\$80.00) per night. Room receipts are required for reimbursement.

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

1613. When the Union and the Contractors consider and agree that conditions in the industry in the area covered by this Agreement warrant a shortened workday or workweek, the parties shall jointly give adequate consideration and discussion of such changes; provided, however, that any such changes in the workday or workweek shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the workday and workweek.

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

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

1615.1. The individual Employer shall provide a secure place on each jobsite where his employees may keep their

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

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

1615.3. Considering that contractors furnish employees with electric or battery-powered drills, screw guns, roto-zips, routers and/or lasers of any kind the employee shall promptly return such tools upon request or termination of employment. In the event the employee fails to return a power tool as a result of the employee's dishonesty, willful misconduct or gross negligence, the Contractor may assert a claim against the employee for the value thereof in an amount not to exceed five hundred dollars (\$500.00). Federal and California law prohibit any deduction from wages without written authorization from the Union. Therefore, disputes regarding the application of this provision shall be resolved through an expedited grievance procedure consisting of a sub-committee of the Joint Adjustment Board.

1615.3.1. The membership sub-committee shall consist of one (1) Contractor selected by the Association, and one (1) Union representative along with one (1) neutral member selected by the two.

1615.3.2. The sub-committee will investigate and act on an expedited basis and may conduct hearings in person or telephonically. A decision of the sub-committee shall be implemented immediately.

1615.3.3. For a quorum, both the Union and Contractor representatives shall be present unless either authorizes the remaining members to proceed. In the event of a deadlock, the sub-committee shall re-hear the grievance with all members participating. The Union and Contractor representative will rotate periodically. The member selected by the two may be replaced thirty days after request by either the Union or Contractor representative.

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

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

1618. The Contractor will furnish for the use of his employees any necessary waterproof or foul weather gear, safety helmets, or any other necessary protective clothing as required by CAL-OSHA or the Contractor. Employees may be held momentarily responsible for such items properly checked out to them with the understanding that such items broken, worn out in normal use, or lost in a manner beyond the control of the employee are excluded.

1619. A Contractor may offer modified or alternative work to employees that have been injured on the job and can no longer perform their usual and customary work. Such work opportunities will comply with the terms of California Labor Code. The Union will review and approve the modified or alternative work prior to it being offered to the injured employee.

## **ARTICLE XVII**

### **Carpenter Joint Apprenticeship and Training Committee Southwest Carpenters Training Fund**

1701. The Contractors and the Union recognize the need for apprentice training and to this end shall indenture

apprentices in full conformity with Section 1777.5 of the Labor Code of the State of California governing employment of apprentices upon public work.

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

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

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

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

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

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

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

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

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

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

1701.3 Daytime Training: At the discretion of the Local Apprenticeship Committee a daytime apprentice training program may be developed. Said program will be designed so as to

take advantage of the apprentices time during unemployed periods and to keep disturbances of job site crews to a minimum.

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

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

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

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

1706. **Pre-Hire Training.** The Carpenter Joint Apprenticeship Training Committee shall implement a two (2) day pre-hire apprentice training evaluation program that shall be mandatory for new apprentices to complete before commencing work for a Employer. The program shall include safety and tool recognition training, as well as, drug testing performed by the Carpenter Joint Apprenticeship Training Committee.

## **ARTICLE XVIII**

### **Wage Scales for United Brotherhood of Carpenters and Joiners of America**

1801. Effective July 1, 2022, all foremen not herein separately classified shall be paid not less than \$3.00 per hour more than the hourly rate of the highest Carpenters classification listed below over which they have responsibility, excluding the classification Pneumatic Nailer or Power Stapler.

The following Hourly Wage Rates shall apply:

	All Southern California Counties 7/1/22
Carpenters, Cabinet Installer, Insulation Installer, Floor Worker, and Acoustical Installer	47.24
Bridge Carpenter	47.37
Shingler (commercial work)	47.37
Saw Filer	38.44
Table Power Saw Operator	47.33
Pneumatic Nailer or Power Stapler	47.34
Commercial Fence Builder	43.14
Residential Fence Builder	36.55
Roof Loader of Shingles (commercial)	33.16
Scaffold Builder	38.44
Millwright	47.74
Pile Driver/Derrick Bargemen, Bridge or Dock Carpenter, Cable Splicer, and Heavy Framer	47.37
Pile Driver Foreman	50.37
Pile Driver (Cert. Welder)	48.37
Head Rockslinger	47.47
Rock Bargeman or Scowman	47.27
Rockslinger	47.37
Diver, Wet (day rate)	821.92
Diver, Stand-by (day rate)	410.96
Tender (day rate)	402.96
Assistant Tender, Diver's (day rate)	378.96

\* 12 Counties refers to Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, and San Diego. Information on San Diego Building Rates can be found in Appendix SD.

Negotiated Increases:

Scaffold Builder:

July 1, 2023	\$3.50 to be allocated by the Union.
July 1, 2024	\$3.75 to be allocated by the Union.
July 1, 2025	\$4.00 to be allocated by the Union.

Commercial and Residential Fence Builder:

July 1, 2023	\$3.20 to be allocated by the Union.
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July 1, 2024	\$3.30 to be allocated by the Union.
July 1, 2025	\$3.40 to be allocated by the Union.

All Other Classifications:

July 1, 2023	\$3.25 to be allocated by the Union.
July 1, 2024	\$3.25 to be allocated by the Union.
July 1, 2025	\$3.50 to be allocated by the Union.

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

The Association will have the right to increase the contribution rate to the Contract Administration and/or the Industry Advancement Fund by as much as five cents (\$0.05) over the term of this Agreement. Any such increases may be implemented in increments in amounts to be determined by the Association and shall be implemented only after sixty days notice. Any such increases will be in addition to the negotiated wage increase.

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

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE*
Pre-Apprentice	500	35%	19.50	0
1st Period	1000	40%	19.50	0
2nd Period	600	50%	23.62	0
3rd Period	600	60%	28.34	(1)
4th Period	600	65%	30.71	(2)
5th Period	600	70%	33.01	(3)
6th Period	600	75%	35.43	(3)
7th Period	600	80%	37.79	(4)
8th Period	600	90%	42.52	(4)
Journeyman		100%	47.24	(5)

\* Contribution Schedule

<b>Code 0</b>	Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 1</b>	Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$6.19), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 2</b>	Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 3</b>	Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 4</b>	Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

\* Pre-apprentice through 3rd Period Apprentices receive a eight dollar and thirty-one cents (\$8.31) vacation/ supplemental dues contribution.

Pay Period Advancement for Apprentices:

NOTE: Each advancement will be based on hours worked On-the-Job as per schedule.

There is created a classification of Craft Assistant for private work only. This classification will be implemented as of July 1, 2017. The Craft Assistant will receive a wage rate of \$15.00 per hour\*\* and the following fringe benefits:

Health & Welfare	\$4.00***
Vacation/Supplemental Dues	7.31

\*\* Craft Assistant wages are locked in for the duration of this Agreement with only maintenance of benefit increases.

\*\*\* For craft assistants hired before July 1, 2018, the contribution rate shall be \$8.00)

Craft Assistants may perform any non craft work, including general clean up, cleaning of forms and other non craft work in support of Journeyman and Apprentice Carpenters.

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

PERIOD	HOURS	PERCENTAGE	WAGES	BENEFIT CODE
Pre-Apprentice	500	40%	19.50	0
1st Period	650	50%	23.87	0
2nd Period	650	55%	26.26	0
3rd Period	650	60%	28.64	(1)
4th Period	650	65%	31.03	(2)
5th Period	650	70%	33.42	(3)
6th Period	650	75%	35.81	(3)
7th Period	650	80%	38.19	(4)
8th Period	650	85%	40.58	(4)
9th Period	650	90%	42.97	(5)
10th Period	650	95%	45.35	(5)
Journeyman		100%	47.74	(5)
Foreman			50.74	(5)
General Foreman			53.74	(5)

\* Contribution Schedule

**Code 0** Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 1** Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 2** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 3** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 4** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 5** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

\* Pre-apprentice through 3rd Period Apprentices receive an eight dollar and thirty-one cents (\$8.31) vacation/supplemental dues contribution.

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

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

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE*
1st Period	1000	40%	19.50	0
2nd Period	600	50%	23.69	0
3rd Period	600	60%	28.42	(1)
4th Period	600	65%	30.79	(2)
5th Period	600	70%	33.16	(3)
6th Period	600	75%	35.53	(3)
7th Period	600	80%	37.90	(4)
8th Period	600	90%	42.63	(4)
Journeyman		100%	47.37	(5)

\* Contribution Schedule

**Code 0** Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 1** Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 2** Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 3** Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund



**Code 4** Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 5** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

\* Pre-apprentice through 3rd Period Apprentices receive an eight dollar and thirty-one cents (\$8.31) vacation/supplemental dues contribution.

Pay Period Advancement: Advancement will be based on hours worked on-the-job as per schedule.

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

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
Pre-Apprentice	500	35%	19.50	0
1st Period	1000	40%	19.50	0
2nd Period	600	50%	23.62	0
3rd Period	600	60%	28.34	(1)
4th Period	600	65%	30.71	(2)
5th Period	600	70%	33.07	(3)
6th Period	600	75%	35.43	(3)
7th Period	600	80%	37.79	(4)
8th Period	600	90%	42.52	(4)
Journeyman		100%	47.24	(3)

\* Contribution Schedule

**Code 0** Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 1** Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 2** Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 3** Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 4** Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 5** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

\* Pre-apprentice through 3rd Period Apprentices receive an eight dollar and thirty-one cents (\$8.31) vacation/supplemental dues contribution.

supplemental dues contribution.

Pay Period Advancement: Advancement will be based on hours worked on-the-job as per schedule.

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

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
1st Period	1000	40%	19.50	0
2nd Period	600	50%	23.69	0
3rd Period	600	60%	28.42	(1)
4th Period	600	65%	30.79	(2)
5th Period	600	70%	33.16	(3)
6th Period	600	75%	35.53	(3)
7th Period	600	80%	37.90	(4)
8th Period	600	90%	42.63	(4)
Journeyman		100%	47.37	(5)

\* Contribution Schedule

**Code 0** Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund, Contract Admin., Industry Adv.

**Code 1** Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 2** Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 3** Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 4** Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 5** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

\* Pre-apprentice through 3rd Period Apprentices receive an eight dollar and thirty-one cents (\$8.31) vacation/supplemental dues contribution.

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

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
1st Period	1000	40%	19.50	0
2nd Period	600	50%	23.69	0
3rd Period	600	60%	28.42	(1)
4th Period	600	65%	30.79	(2)
5th Period	600	70%	33.16	(3)
6th Period	600	75%	35.53	(3)
7th Period	600	80%	37.90	(4)
8th Period	600	90%	42.63	(4)
Journeyman		100%	47.37	(5)

\* Contribution Schedule

**Code 0** Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 1** Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 2** Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 3** Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 4** Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 5** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

\* Pre-apprentice through 3rd Period Apprentices receive an eight dollar and thirty-one cents (\$8.31) vacation/

supplemental dues contribution.

Pay Period Advancement: Advancement will be based on hours worked on-the-job as per schedule.

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

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
Pre-Apprentice	500	35%	19.50	0
1st Period	1000	40%	19.50	0
2nd Period	1000	50%	23.62	(1)
3rd Period	1000	60%	28.34	(2)
4th Period	1000	65%	30.71	(3)
5th Period	1000	70%	33.07	(3)
6th Period	700	75%	35.43	(4)
7th Period	700	80%	37.79	(4)
8th Period	600	90%	42.52	(5)
Journeyman		100%	47.24	(6)

\* Contribution Schedule

**Code 0** Vacation/Supplemental Dues (\$8.31)

**Code 1** Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 2** Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 3** Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

<b>Code 4</b>	Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 5</b>	Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 6</b>	Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

\* Pre-apprentice through 3rd Period receive eight dollar and thirty-one cents (\$8.31) supplemental dues contribution.

Pay period Advancement: Advancement will be based on hours worked on-the-job as per schedule.

1802.7. Effective July 1, 2018, 1st and 2nd period apprentices indentured on or after July 1, 2018 shall be designated into the Southwest Carpenters' bronze health and welfare plan (the current contribution rate, effective July 1, 2022, is \$4.00/hour, and the future hourly contribution rate shall be subject to the allocation made by the Union). 1st and 2nd period apprentices indentured prior to July 1, 2018 shall be grandfathered and designated into the Southwest Carpenters' gold health and welfare plan (the current contribution rate, effective July 1, 2022, is \$8.00/ hour, and the future hourly contribution rate shall be subject to the allocation made by the Union).

1802.8. Effective July 1, 2018, the Union shall establish a graduated pension system for apprentices indentured on or after July 1, 2018. 1st, 2nd and 3rd period apprentices shall

receive no hourly pension contribution; 4th period apprentices shall receive a pension contribution rate, effective July 1, 2022, of \$1.75/hour; 5th and 6th period apprentices shall receive a contribution rate, effective July 1, 2022, of \$2.75/hour; and 7th and 8th period apprentices shall receive a contribution rate, effective July 1, 2022, of \$3.75/hour; future hourly contribution rates shall be subject to allocations made by the Union. 4th, 5th, 6th, 7th, and 8th period apprentices indentured prior to July 1, 2018 shall be grandfathered and designated into the current pension contribution schedule (the current contribution rate, effective July 1, 2022, is \$5.66/hour, and the future hourly contribution rate shall be subject to the allocation made by the Union).

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

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

1805. Overtime Rates: All overtime Monday through Friday shall be at the rate of one and one-half (1½) the regular straight time hourly rate for the first four hours of overtime worked and shall be paid at double the straight time hourly rate after twelve hours of work. Saturday, unless it is a makeup day, shall be at the rate of one and one-half (1½) times the straight time rate for the first eight (8) hours of work and double (2) the straight time hourly rate after eight hours of work. All hours worked on Sundays and Holidays shall be paid at double the straight time hourly rate. (See Tide Work Schedule for Tide Work.)

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

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

1808. Welders: A one dollar (\$1.00) per hour premium shall be paid when performing any welding work.

1809. Layout: A three dollar (\$3.00) per hour premium shall be paid to Journeymen performing any layout work operating instruments.

1810. Foreman: The selection of the individual who will be craft foreman is at the sole discretion of the Contractor. When a Contractor employs on his payroll, on a jobsite, eight (8) or more Carpenters, the Contractor shall designate a Carpenter as craft foreman. It is understood that a craft foreman shall be an employee employed under the terms of this Agreement and shall receive the foreman's differential. Such craft foreman may work with the tools of the trade in accordance with the provisions of Paragraph 803. Only craft foremen who normally work with the tools of their trade during straight-time periods may work with the tools of their trade during overtime periods. It is understood that in certain cases, by reason of custom and practice established by the parties, a craft foreman may direct the work and employees of more than one craft. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article VI of this Agreement on the basis of such custom and practice. Whenever the Employer assigns supervisory authority to an employee covered by the terms of this agreement, the employee will be paid the foreman's rate.

1811. Except in case of emergency, if any of the employees not covered by this Agreement, as set forth in Article II of this Agreement (such as superintendents, assistant superintendents or master mechanics), shall act in the capacity of a craft foreman or work with the tools of a craft or trade signatory to this Agreement, he shall be a member of the Union.

1812. The minimum wage paid under the terms of this Agreement, and all Appendices, shall be no lower than 30% more than the state minimum wage rate. Any rate specified under the terms of this Agreement which falls below that requirement shall be revised and replaced with a rate that is equal to 30% more than the state minimum wage rate.

## **ARTICLE XIX**

### **Pre-Job Conference/Job Registration**

1901. It is agreed there will be a pre-job conference prior to the start of any job or project at the option of either

party where the agreed or estimated cost is one million dollars (\$1,000,000.00) or more for, among other things, determining the proper work assignments under the terms of this Agreement.

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

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

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

1904.1. Name, address, telephone and Contractor license number.

1904.2. Jobsite address.

1904.3. Starting date of job, and approximate finish date.

1904.4. Type of structure.

1904.5. Bid award in dollars, if available.

1904.6. New construction, alteration, or repair work.

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

1904.8. Number of anticipated carpenter employees.

1904.9. Name and address of workers compensation carrier.

1904.10. Name of qualified safety man on jobsite.

1904.11. Description of safety program.

### **1905. JOB REGISTRATION**

1905.1. Each Contractor shall notify the Union in writing, on a uniform job registration form approved by the Union and the Association which shall show at a minimum the location of each job on which the Contractor will be performing work covered by this Agreement, as well as

known subcontractors. Such notice shall be given at least 48 hours prior to the commencement of work. On jobs where the time factor does not permit registration of jobs prior to their commencement, the Contractor shall notify the Union by telephone or fax giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form within 48 hours thereafter.

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

## **ARTICLE XX**

### **Health and Welfare**

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

2001.1. The Contractor may make voluntary contributions on behalf of past bargaining unit employee participants in the Southwest Carpenters Pension Trust ("Bargaining Unit Alumni") who perform work for a signatory employer in a supervisory or administrative capacity outside of a bargaining unit and/or Owners and other non-bargained employees, provided that all such owners and employees participate, as defined in the C4A participation agreement with the Trust, in the amounts and manner to be determined by the Trustees.

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

2002. In case the auditors for the Board of Trustees conduct an audit and determine that a Contractor has violated the provisions of this Agreement for hours worked (or paid for), in his method of computation of contributions, or if adequate records are not made available to allow the auditor to make his determination in that regard, or if hours worked for each payroll period are not recorded on payroll records, or in

case the gross compensation, including any remuneration or compensation not required by this Agreement, divided by the hours reported, exceed the employees base rate, plus \$3.00 per hour, the following formula shall apply automatically to the entire Carpenters payroll. For the first violation determined by the auditors for the Board of Trustees, the following formula shall apply only to the employees involved. For the second and subsequent violations determined by the auditors for the Board of Trustees, the following formula shall apply to the entire Carpenters payroll.

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

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

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

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

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

## **ARTICLE XXI**

### **Pension Plan**

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

2101.1. The Contractor may make voluntary contributions on behalf of past bargaining unit employee participants in the Southwest Carpenters Pension Trust (“Bargaining Unit Alumni”) who perform work for a signatory employer in a supervisory or administrative capacity outside of a bargaining unit and/or Owners and other non-bargained employees, provided that all such owners and employees participate, as defined in the C4A participation agreement with the Trust, in the amounts and manner to be determined by the Trustees.

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

## **ARTICLE XXII**

### **Vacation, Sick Leave and Paid Time Off Plan**

2201. The parties have established a Joint Vacation, Sick Leave and Paid Time Off Plan and Trust. Each Contractor shall make payments in the amounts designated in Attachment 1 to the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust.

2202. The contributions so made shall be deemed to be, and shall be treated as, subject to withholding tax and Social Security and Unemployment taxes, a part of the total compensation payable at the end of the individual Employers payroll period during which such work is performed or paid for, but the full per-hour payments shall be transmitted to the Plan. Such payments shall not be a part of the hourly wage rates contained in this Agreement for the purpose of computing overtime or reporting time for any other purpose of this Agreement or part of the regular rate or basic hourly rate for the purpose of the Federal Fair Labor Standards Act or the Walsh-Healy Act or any other law, ordinance or regulation, except that if, consistent with the foregoing, such payments can be considered and treated as part of the wage prevailing in the area for the purpose of the Federal Davis-Bacon Act and similar federal, state or local laws, ordinances or regulations, they shall be so considered and treated.

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

2204. Effective July 1, 2022, the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust, at the discretion of its Trustees, is authorized to create a system whereby members, having at least twelve (12) months of contribution history, in addition to regularly scheduled payouts, may withdraw amounts, subject to qualifications, requirements and limitations as established by the Trustees, from the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust up to twice per year.

2205. The Employer agrees that any contributions owed to the Vacation, Sick Leave and Paid Time Off Trust pursuant to the terms of this Agreement are part of the employees’ taxable fringe benefits. The employer shall be solely responsible for payment of all payroll taxes, including FICA, FUTA, income tax withholding, and any other tax liabilities, owed on the contributions to the Vacation, Sick Leave and Paid Time Off Trust. The Employer agrees that the Vacation, Sick Leave and Paid Time Off Trust is acting solely as the Employer’s agent for purposes of collecting contributions and payment of vacation benefits and that the Vacation, Sick Leave and Paid Time Off Trust shall have no liability for payroll taxes due on the contributions payable to the Vacation, Sick Leave and Paid Time Off Trust or the vacation benefits payable from the Vacation, Sick Leave and Paid Time Off Trust.

2206. Where an Employer fails to pay contributions as required by this Agreement and the Vacation, Sick Leave and Paid Time Off Trust pays Vacation benefits with respect to those unfunded vacation contributions, the Vacation, Sick Leave and Paid Time Off Trust shall issue IRS Form 1099 and, if relevant, the equivalent state tax form to the Employer for the value of any unpaid Employer contributions and any vacation benefits that are paid out of the Vacation, Sick Leave and Paid Time Off Trust’s reserve assets. The Employer agrees to reimburse the Vacation, Sick Leave and Paid Time Off Trust for any liability for any payroll taxes that may be required to be paid to any federal or state taxing agency.

## **ARTICLE XXIII**

### **Contract Administration Trust for Carpenter-Management Relations**

2301. For the purpose of establishing, implementing and administering uniform labor relations policies and assisting in the negotiations of any modification, amendment,

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

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

## **ARTICLE XXIV**

### **Carpenters-Contractors Cooperation Committee**

2401. The parties to this Agreement have established the Carpenters-Contractors Cooperation Committee for the purposes of protecting, improving and advancing the interests and welfare of Contractors and employees working within the unionized segment of the Carpenters construction industry. Each signatory member of the Association and those individual Employers who are obligated to contribute under a collective bargaining agreement with the Union shall contribute, during the term of this Agreement, the sum designated in Attachment 1 to the Carpenters-Contractors Cooperation Committee. The Committee is a jointly established and administered Committee formed and created for the above stated purposes and the individual Employer hereby adopts and agree to be bound by the terms of Bylaws establishing the Carpenters-Contractors Cooperation Committee dated October 1, 1986, and further agrees to observe and be bound by the actions and determinations of the Board of Directors of said Committee.

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

2402. Effective July 1, 2022, five cents (\$.05) will be allocated to the Carpenters Contractors Cooperation Committee fund that will be earmarked for the Southern California Partnership for Jobs. The Southern California Partnership for Jobs has been established to protect and expand the interests of transportation and other infrastructure construction,

expand public awareness of the need for transportation and other infrastructure, and address growth and development issues related to the construction industry in Southern California. The Union reserves the right upon thirty (30) days written notice to the Association to reallocate some or all of this five cents (\$0.05) to wages or to any other Trust Fund to which contributions are made under this Agreement.

The Union shall receive two (2) voting seats on the board of the Southern California Partnership for Jobs. There shall also be created a subcommittee comprised of three (3) management appointees and three (3) Union appointees that shall meet to consider and approve any expenditures of monies in the Southern California Partnership for Jobs fund before such expenditures are made.

Contributions made to the Southern California Partnership for Jobs fund shall be administered by the Carpenters Contractors Cooperation Committee.

## **ARTICLE XXV**

### **Carpenter Industry Advancement Fund**

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

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

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

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



## **ARTICLE XXVI**

### **Annuity Fund**

2601. There has been established a Joint Annuity Fund Agreement. Each Contractor covered by this Agreement agrees to be bound by this Trust Agreement and shall contribute the sum designated in Attachment 1 to the Southwest Carpenters Annuity Fund.

2601.1. The Contractor may make voluntary contributions on behalf of past bargaining unit employee participants in the Southwest Carpenters Pension Trust (“Bargaining Unit Alumni”) who perform work for a signatory employer in a supervisory or administrative capacity outside of a bargaining unit and/or Owners and other non-bargained employees, provided that all such owners and employees participate, as defined in the C4A participation agreement with the Trust, in the amounts and manner to be determined by the Trustees.

2601. The audit procedures of Paragraphs 2002, 2003, 2004 and 2005 are incorporated in this Article by reference.

## **ARTICLE XXVII**

### **Public Works Project Davis-Bacon Act and Related Statutes**

2701. In the event an individual Employer bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1, 3, 5 and 7, and which determinations are published in The Federal Register, or by the Director of the California Division of Industrial Relations or a County, City or other public entity and the established prevailing wage rate is lower than the Master Labor Agreement hourly wage rate, excluding fringe benefits, by no more than fifteen percent (15%) on residential work or is lower by no more than ten percent (10%) on any other type of work, then the published hourly wage rate, excluding fringe benefits, at the time of bid shall apply to the job for the duration of the job, but in no event to exceed an eighteen (18) month period.

2702. In the event the job or project extends beyond eighteen (18) months, the wage rates, including vacation contributions, shall be increased thereafter to maintain the appropriate fifteen percent (15%) or ten percent (10%) differential

under the then current Master Labor Agreement. Should the predetermined or established prevailing wage rate and the Master Labor Agreement rate be the same rate it is agreed that rate shall be in effect for an eighteen (18) months period then the current Master Labor Agreement rate shall apply.

## **ARTICLE XXVIII**

### **Work Preservation Committee**

2801. A Work Preservation Committee shall be established consisting of 6 members appointed by the Union and 6 members appointed by the Contractor Associations. This Committee shall meet on the second Tuesday of each month, or on call in special situations. A subcommittee will be appointed to deal with subcontractor issues on an expedited basis.

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

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

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

## **ARTICLE XXIX APPENDICES**

2901. The following appendices, attached to this Agreement are incorporated herein and shall be a part of this Agreement as though fully set forth herein.



Southwest Carpenters Pension Trust (Article XXI)	\$5.66
Southwest Carpenters Annuity Trust (Article XXI)	\$2.00
Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust (Article XXII)	\$7.31
Contract Administration Trust for Car- penter-Management Relations (Article XXIII)	\$0.02
Carpenters-Contractors Cooperation Committee (Article XXIV)	\$0.26
Carpenters-Contractors Cooperation Committee/Partnership for Jobs (Article XXIV)	\$0.05
Industry Advancement Fund (Article XXV)	\$0.08

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

### **APPENDICES TO MASTER LABOR AGREEMENT**

Appendix A	Special Working Rules for Pile Drivers
Appendix B	Special Working Rules for Millwrights
Appendix C	Special Working Rules for Insulation Installation and Weatherstripping Installa- tion and Firestop Technicians
Appendix D	Special Working Rules for Remote Projects
Appendix E	Special Working Rules for Acoustical Installers
Appendix F	Special Working Rules for Residential and Allied Construction
Appendix G	Special Working Rules for Divers on Construction Work
Appendix H	Special Working Rules for Shinglers
Appendix I	Special Working Rules for Residential

	Developers
Appendix J	Special Working Rules for Residential Cabinet Installation
Appendix K	Special Working Rules for Residential Concrete On Grade Slab and Subterranean Garage Concrete Construction
Appendix L	Special Working Rules for Glass & Metal Non-structural Building Components
Appendix M	Grievance of Disputes
Appendix N	Healthy Workplace Healthy Families Act of 2014
Appendix O	Private Attorney Generals Act
Appendix R	Special Working Rules for Robotics
Appendix SD	Special Working Rules for San Diego County
	Drug Memorandum

### **APPENDIX A SPECIAL WORKING RULES FOR PILE DRIVERS**

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

(a) In addition to the work identified in Article I, the Pile Drivers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Local Union No. 562; mechanical fork lifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing.

#### **2. HIRING:**

(a) In the employment of workmen for all Piledriver classification work on piledriving rigs, docks or wharves, off-shore oil rigs or as a diver or tender, in the territory above

described, the following provisions subject to the conditions of Article II, Paragraph 201 of this Agreement shall govern.

(i) Local 562, as agent for the Regional Council shall establish and maintain open and non-discriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement.

(ii) The Contractors shall first call upon Local 562 for such men performing work as defined in paragraph 2 (a) above as they may from time to time need, and Local 562 shall furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractors strictly in accordance with the provisions of this Article.

(iii) It shall be the responsibility of the Contractors, when ordering men, to give Local 562 all of the pertinent information regarding the workman's employment.

(iv) Local 562 dispatch in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists in numerical order to the Contractor by the use of a written referral in the following order of preference and the selection of workmen for referral to jobs shall be on a non-discriminatory basis. All referrals from Local 562 must be in writing, on a standard form to be provided by the Southwest Regional Council of Carpenters. The written referral will contain the name of the Contractor, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates.

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

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

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

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

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

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

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

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

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

(c) Subject to the foregoing, Contractors shall have complete freedom of selectivity in hiring and Contractors retain the right to reject any job applicant referred by the Union for any reason. The individual Contractor is the judge as to the

competence of all his employees and applicants for employment. All employees must perform their work to the satisfaction of the Contractor. No employee shall be discharged or discriminated against for activities in behalf of, or in representation of the Union not interfering with the proper performance of his duties. Any discharge may be subject to the provisions of Article VI of this Agreement, if applicable. The first five (5) days of employment of any employee shall be a probationary period during which time any terminations will not be challenged, excluding union activities.

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

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

### **3. SUBSISTENCE:**

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

4. On jobs located ninety (90) or more road miles from the Local Union or Call Board to the center of the construction job-

site and/or sites on the project, over the most directly traveled route, Employees shall be compensated on the following basis:

(a) Eighty dollars (\$80.00) per workday as a subsistence allowance, except where there are work stoppages by an Act of God or conditions beyond the control of the Contractor.

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

5. In cases of dispute in measuring road miles from the Local Hall or Call Board of Local Union 562, the facilities of the Automobile Club of Southern California shall be used as the determining factor.

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

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

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

### **9. PRE-JOB CONFERENCE:**

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

### **10. TRAVEL TIME:**

The Contractor agrees to pay travel time involved from the point of mandatory embarkation to the site of all construction projects. Time paid for travel time is to be paid at

the straight-time rates on any day of the week and is not to be counted for overtime computation. If an employee is directed to operate a vehicle for the direct purpose of transporting company equipment and/or employees to or from a jobsite the limitations on overtime computation do not apply. If an employee is directed to perform work while travelling the employee shall be paid at the appropriate work rate.

**11. CERTIFICATION TEST:**

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

**12. CREW SIZE:**

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

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

Pile Driver, Water Rig, Swinging or Stable Leads from Derrick Crane or A-Frame on Scow or Barge	3 men and 1 foreman
Pile Driver (Crawler or Crane) Swinging or Stable Leads	3 men and 1 foreman
Driving Wicks	1 (one) man
Vibratory Hammer for Driving Pile	3 men and 1 foreman
Lagging Hammer, (pneumatic) Swinging from Line of Power Equipment of any kind	2 (two) men*
Derrick Barges	2 men and 1 foreman

When working with other trades	1 man and 1 foreman
Floating Rig, placing A-rock	2 (two) men*
Derrick Barge used to overhaul or set oil pipeline moorings at the site of operations (exclusive of Divers and Tenders)	5 men and 1 foreman

\* One of whom shall be paid foreman's rate.

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

**13. WORK RULES:**

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

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

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

16. When pile driver men are working in the business of erecting, constructing, installing and dismantling offshore drilling platforms in all West Coast Coastal waters within the geographical area of Local Union 562, and the pile driver men are performing identical duties or work with Ironworkers on the same jobsite the better conditions, wages, travel expenses and subsistence shall apply.

**17. WORK ASSIGNMENTS:**

Pile Driver Employers shall furnish the Local 562 with signed letters on the letterhead of the individual Employer, when requested, stating they have employed pile driver men on a specific type of work and paid the negotiated scale of wages on any jobs which the individual Employer has performed with pile driver men. The foregoing refers to work outside Carpenter classifications.

## 18. CREOSOTE:

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

## 19. CERTIFIED WELDER:

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

## 20. OVERTIME RATES:

All overtime Monday through Friday shall be at the rate of one and one-half (1½) the regular straight time hourly rate for the first four hours of overtime worked and shall be paid at double the straight time hourly rate after twelve hours of work. Saturday, unless it is a makeup day, shall be at the rate of one and one-half (1½) times the straight time rate for the first eight (8) hours of work and double (2) the straight time hourly rate after eight hours of work. All hours worked on Sundays and Holidays shall be paid at double the straight time hourly rate. (See Tide Work Schedule for Tide Work.)

## 21. CLARIFICATION OF CARPENTER PILE DRIVER WORK

This Agreement incorporates by reference the letters dated May 19, 1955 and February 18, 1970 from M. A. Hutcheson, General President, United Brotherhood of Carpenters and Joiners of America, as well as the questions submitted by Contractors on July 17, 1955 requesting clarification of the May 9, 1955 letter and the answers submitted by subcommittee of the General Executive Board of the United Brotherhood of Carpenters.

## CLARIFICATION OF CARPENTER PILE DRIVER WORK

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

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

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

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

- (1) An interpretation of what constitutes the girder capping the piles.
- (2) What classification of our membership shall apply in the placing and erection of false work.

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

- (1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.
- (2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.
- (3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.
- (4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpret-

ed as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping.

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

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

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

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

Signed M. A. Hutcheson  
*General President*

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

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

(a) For example, two (2) parallel concrete highway structures were constructed under a single contract over U.S. Highway 101, the railroad tracks of the Northwestern Pacific Railroad and Petaluma Creek.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**Q. 8:** Do forms constructed on the ground out of 2x4 and 2 x 6 lumber and 5/8 plywood constitute heavy timber false work, within the meaning of Paragraph (6) of your letter, merely for the reason that, when assembled, they must be put in place by power equipment?

A: The Subcommittee does not interpret forms to be heavy timber false work within the meaning of Paragraph (6). If any dimension forms are fabricated on the ground for work coming under the Carpenter classification, then such forms can be put in place by power equipment under the Carpenter classification.

Forms coming under the Pile Driver classification as outlined in the findings of the General Executive Board shall be installed or placed under such Pile Driver classification. If heavy timber false work, consisting of supports for forms, installed under Carpenter classification and pile driving or power equipment is used, then such installation of heavy timber false work shall be done under the Pile Driver classification as plainly stated in Paragraph (6) of the General Executive Boards finding.

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

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

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

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

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

bership, mainly consisted of the following:

- (A) Dry Aqueduct or Canal Structures
- (B) Building Foundations
- (C) Tank Foundations
- (D) Base Foundations for Machinery, Equipment and Stanchions
- (E) The Erection of False work, including Metal Tubular or Tinker Toy Material used as false work.

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

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

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

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

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

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

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

(5) In the construction of concrete or steel bridges over water, the fabrication and erection of form work for the pier or piers in the water area, and the pier or abutment, on land, nearest to the waters edge, shall be under the Pile Driver classification. This shall include the fabrication and erection of the form work to the top of the pier, column and abutment supporting the steel and/or any other superstructure.

The fabrication and erection of forms for the piers, columns or abutments for the approaches to the first pier or abutment on waters edge, shall be under the Carpenter classification. This shall apply also on a bridge over an area where the flow of water has been temporarily diverted.

#### B. Building Foundations

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

#### C. Capping of Piles or Form Work on Tank Foundations

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

#### D. Base Foundations for Machinery, Equipment and Stanchions

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

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

on a project where pile driving power equipment is used.

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

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

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

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

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

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

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

“The erection of false work necessary for the support of work under the Pile Driver classification comes under their classification. False work necessary for the support of the work under the Carpenter classification shall be governed by their classification, except on a project where pile driving or power equipment is used.”

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

## **Clarification**

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

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

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

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

## **APPENDIX B**

### **SPECIAL WORKING RULES FOR MILLWRIGHTS**

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

(a) Effective July 1, 2022, Millwrights shall receive subsistence payments of eighty dollars (\$80.00) per day except as provided below.

(b) On jobs located within sixty (60) road miles from the City Halls of San Bernardino and Los Angeles or San Diego, to the center of the construction jobsite and/or sites on the project or sixty (60) road miles from the employees principal place of residence, over the most direct traveled route, a free zone is hereby established wherein no travel expense, transportation expense or subsistence shall be required. No Employee will receive subsistence or travel time if the employees principal place of residence is within sixty (60) road miles of the project regardless of whether the employees

principal place of residence is in or out of the free zone. Additionally, no subsistence will be paid to an employee if the project or jobsite is in the free zone regardless of the distance the employee must travel to the project or jobsite.

## **2. Millwright Scope of Work Millwright Jurisdiction:**

The machinery, equipment and associated components listed below which are identified for the purpose of description only, falls within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights). Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our craft jurisdiction when, to avoid repetition, it is not described in other applications, and such jurisdiction shall be applied to the initial commissioning, maintenance, decommissioning, and recommissioning of all associated machinery and/or equipment.

Millwright craft jurisdiction shall include the loading, unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, moving and setting of skids, welding, burning, erecting, calibrating, precision grouting, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, jet, electric, pneumatic, water, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind or any other source, regardless of whether or not such machinery or equipment is temporarily or permanently installed or located.

Some of the locations in which machinery, equipment and their components within the craft jurisdiction of Millwrights are: woodworking, canning, food, and computer industries, steel, metal, plastic, and glass manufacturing or recycling plants, foundries, ore reduction plants, stamping facilities, coffee roasting plants, paper, cellophane and film industries, feed and saw mills, rock, gravel, sand washing, stone crushing, cement and asphalt plants, water, sewage and chemical treatment plants, laundries, kitchens, restaurants, hospitals, bakeries, fertilizing and mixing plants, can, ice, bottle and bag manufacturing plants, textile, flour, and paint mills, breweries, milk, rendering and meat processing plants, locks, dams and bridges, coal yards, sugar refineries, ethanol or similar type facilities, logistics centers, post offices, package handling centers, automated parking structure equipment and machinery, automated picking systems and racks, docking and charging stations, thermal containment equipment, incinerators, cogeneration, coal gasification and power plants, wind and solar power installations, energy storage fa-

ilities, automotive, truck and or similar manufacturing type factories, bio-research facilities, the amusement, recreational and entertainment fields, and pharmaceutical manufacturing.

Millwright craft jurisdiction shall include all activities necessary to: set all engines, motors, dynamos, generators, diesel generators, motor restraints, install; measure and align with optical and/or electronic instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components; the attachment of the inlet manifolds and exhaust ducts, cylinders, diaphragms, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others; perform oil flush; install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases; perform all precision grouting using the following materials: epoxy, wet, non-shrink, dripacking or other types; perform demineralizing and hydromation; and install mechanical dust systems, sensors, air compressors, super charges, coolers, boiler controls and linkage, Bailey Meters or similar devices and their linkages, installation of all instrumentation, gauges, antennae and other communication devices, fluid drives, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches, including the brackets that are attached to, stop logs, dam rollers, transfer cars and gear head motors.

The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, installation, servicing, and alignment of hydraulic and pneumatic lifts and passenger boarding bridges, monorail (all sizes), trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers, heat exchangers, grain, ball, hammer, roller mills, pulverizers and others, crushers and beaters, hoppers, bins, chutes and spouts, turn tables, shears, casing machines, robots, air-veyors, conveyors of all sizes, types, and styles regardless of the materials

they are constructed with, or mechanically powered conveyances of any type, including their supports, people movers, jetways, x-ray and scanning machines, elevator and platform lifts, dock levelers and locks, roll-up and sectional doors, retractable roofs, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizers, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

Sewage, Brackish, Desalination and Water Treatment Plants — the disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, de-gritting equipment, bar screens, comminutors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems, ultra violet rack systems, mechanical drive assemblies, conveyors, lines, piping, flanges, brackets, supports, mono rails, gates and setting odor control equipment, (excluding heating, ventilating and air conditioning work).

The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, washers for cars, trucks, buses, trains, planes and other types, hydraulic, servo and pneumatic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors and gates, activation equipment, racks, material handling platforms, transition pieces, the handling and installation, of pulleys, gears, fluid couplings, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work,

troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, servo actuators, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

Millwright craft jurisdiction on energy generation facilities shall include all loading, unloading, movement, hoisting, preparation, installation, setting, alignment, and final torquing and tensioning of any mechanical component used in the generation of power, including any incidental wiring or piping. This shall include all aspects of power trains and drive systems, elevation and azimuth drives, all rams, dampers and other stabilization devices, bearing housing assemblies and units, actuators, pulleys, gears, access points, rotational connections, all turbines, and wind, wave and tidal analysis equipment. It shall also include all work associated with energy storage facilities, including the loading, unloading, movement, hoisting, preparation, installation, setting, and alignment of racking systems, modules, batteries, cooling or control systems, or other equipment or machinery, and all incidental wiring or piping thereof.

The laying out, fabrication and installation of protecting equipment including: machinery guards: the making and setting of templates for machinery: the fabrication of bolts, nuts, pans; the drilling of holes in machinery for any equipment which the Millwrights install, regardless of material, installation of all methods of access and egress and safety devices whether temporary or permanent; all welding and burning regardless of type; the fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery, including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights; the cleaning of machinery; the machining, grinding, milling, broaching, boring, threading, lapping and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed by the Millwrights, the initial programming of robotics for startup, and the incidental connection and disconnection of machinery and equipment from piping and electrical systems.

Rock, sand and gravel plants, batch or aggregate plants: installation and maintenance of all recycling equipment, separators, classifiers, grates, crushers, conveyors, chutes from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to

excavate material from one area to another from highways, roadways or elsewhere.

When optical instruments such as total stations or similar devices, automatic levels, builder's transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate, set, and verify machines, these tools are considered a tool of the Millwright trade and are to be used by Millwrights to set the equipment or machine.

Asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work.

Any new equipment, technology, or processes designed to replace any of the equipment described above shall remain in the craft jurisdiction of the Millwrights.

### 3. Hiring

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

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

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

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

(iv) Millwright Local 1607 will dispatch in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists in numerical order to the Contractor by the use of a written referral in the following order of preference and the selection of workmen for referral to jobs shall be on a non-discriminatory basis. All referrals from Millwright Local 1607

must be in writing, on a standard form to be provided by the Union. The written referral will contain the name of the Contractor, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates.

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

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

(C) It is agreed that in connection with the preference outlined in Subparagraph B., above, up to fifty (50%) percent of the employees requested through open call (excluding foremen), employed to and performing work covered by this Agreement on any project may be employees designated by the individual Employer on a standard form to be provided by the Union. In case of reduction in force, foremen shall not replace other employees on the job, except that two (2) foremen may be retained at all times.

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

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

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

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

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

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

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

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

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

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

5. Mileage payments at the standard mileage rate set by the United States Internal Revenue Service shall be paid to Millwrights working beyond the distance of sixty (60) road miles from the City Halls of San Bernardino, Los Angeles, or San Diego to the center of the jobsite at the beginning and termination of employment. However, any Employee who quits or is discharged for just cause before he has worked for five (5) working days on a job shall be entitled to the above mileage payment one way only. Employees dispatched to the job and for whom no work is provided shall be entitled to the above mileage payment.

## **6. Foreman:**

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

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

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

(d) Millwright foremen assigned responsibility over one (1) or more Millwright foremen shall receive three dollars (\$3.00) per hour more than the foreman's pay and shall be called general foreman. Millwright foremen or general foremen, as defined above, shall receive three dollars (\$3.00) per hour more than the highest paid employee he directly and continuously supervises for at least one (1) full shift.

## **7. Tools**

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

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

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

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

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

## **11. Millwright Welder**

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

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

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

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

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

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

**16. Shift Differential** When two shifts are worked, employees on the 2nd shift shall work eight (8) consecutive hours, exclusive of a meal period, for which eight (8) hours shall be paid at the straight time rate plus a premium of one dollar (\$1.00) per hour worked. The 3rd shift premium shall



be in accordance with the provisions of the Master Labor Agreement.

**17. Hazardous Environments** The Employer shall comply with all applicable state and federal safety regulations.

**18. Letters of Assignment** Upon written request by the Union, the Employer shall provide the Union with a Letter of Assignment on work traditionally and historically performed by Millwrights.

**19. Drug Testing**

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

(b) The parties agree to establish the Millwright Labor-Management Cooperation Committee, Inc., (“Committee”) for the purposes of protecting, improving and advancing the interests and welfare of Contractors and employees working within the unionized segment of the Millwright construction industry. Each signatory member of the Association and those Employers who are obligated to contribute under a collective bargaining agreement with the union shall contribute on and after the mutually agreed to effective date, the sum of ten cents (\$0.10) per hour worked to the Millwright Labor-Management Cooperation Committee, Inc. The Committee will be a jointly established and administered committee formed and created for the above stated purposes and the Employers hereby adopts and agree to be bound by the terms of the Bylaws establishing the Millwright Labor-Management Cooperation Committee Inc. Effective on the commencement date of contributions due the Committee provided for in this Paragraph 18 (b), the obligation of each Employer to contribute ten cents (\$0.10) per hour as provided in Paragraph 18 (a) shall terminate.

(c) The provisions of Paragraphs 2002, 2003, 2004 and 2005 of the Carpenters Master Labor Agreement are incorporated into this Paragraph 18 by reference.

**20. UBC Millwright Labor-Management Industry Promotion Fund**

(a) Each Employer shall contribute twenty cents (\$0.20) per hour worked or paid to the UBC Millwrights Labor-Management Industry Promotion Fund (“Millwright Fund”) for the promotion of the Millwright Industry. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust (“Trust”) for the Millwright Fund as it exists and as it may be amended and as to such rules, regulations or other governing documents as may be adopted pursuant to such Trust.

(b) The provisions of Paragraphs 2002, 2003, 2004 and 2005 of the Carpenters Master Labor Agreement are incorporated into this Paragraph 20 by reference

**21. Millwright Apprentices**

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

PERIOD	HOURS	PERCENTAGE	WAGES	BENEFIT CODE
Pre-Apprentice	500	40%	19.50	0
1st Period	650	50%	23.87	0
2nd Period	650	55%	26.26	0
3rd Period	650	60%	28.64	(1)
4th Period	650	65%	31.03	(2)
5th Period	650	70%	33.42	(3)
6th Period	650	75%	35.81	(3)
7th Period	650	80%	38.19	(4)
8th Period	650	85%	40.58	(4)
9th Period	650	90%	42.97	(5)
10th Period	650	95%	45.35	(5)
Journeyman		100%	47.74	(5)
Foreman			50.74	(5)
General Foreman			53.74	(5)

**CONTRIBUTIONS SCHEDULE:**

**Code 0** Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

<b>Code 1</b>	Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 2</b>	Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 3</b>	Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 4</b>	Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 5</b>	Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

### APPENDIX C

#### SPECIAL RULES FOR INSULATION AND WEATHERSTRIPPING INSTALLERS AND FIRESTOP TECHNICIANS

##### 1. SPECIAL RULES

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

##### 2. APPRENTICESHIP AND TRAINING

The Employer will make an effort to keep Apprentices

reasonably employed regardless of period status or advancement to a higher period of pay.

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

#### INSULATOR INSTALLERS & WEATHERSTRIPPING APPRENTICE

PERIOD	HOURS	PERCENTAGE	COMMERCIAL	RESIDENTIAL	LIGHT COMMERCIAL	BENEFIT CODE
Pre-Apprentice	500	35%	19.50	19.50	19.50	0
1st Period	1000	40%	19.50	19.50	19.50	(1)
2nd Period	1000	50%	23.62	19.50	19.50	(1)
3rd Period	1000	60%	28.34	19.50	19.50	(2)
4th Period	800	65%	30.71	19.50	19.50	(3)
5th Period	800	70%	33.07	19.50	19.50	(4)
6th Period	600	75%	35.43	19.50	19.68	(4)
7th Period	600	80%	37.79	19.50	20.99	(5)
8th Period	600	90%	42.52	19.50	23.62	(5)
Journeyman		100%	47.24	20.80	26.24	(6)

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

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

Advancement between periods shall be based on the established work hours in the table above.

##### \* CONTRIBUTION SCHEDULE

<b>Code 0</b>	Vacation/Supplemental Dues (\$7.31)
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<b>Code 1</b>	Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 2</b>	Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 3</b>	Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 4</b>	Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 5</b>	Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 6</b>	Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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

### 3. CARPENTER PRE-APPRENTICE

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

### 4. RESIDENTIAL AND LIGHT COMMERCIAL WORK

Residential construction shall be specifically limited to work performed in wood frame construction, five (5) stories or under, of all single family residences, apartments, condominiums, motels, inns, hotels, or convalescent homes.

Light commercial work shall be limited to all other wood frame commercial structures and buildings that have concrete block or tilt up exterior walls. Unless modified by Work Preservation all other construction will be considered Heavy Commercial. (Type I or II)

A piecework rate of \$.0228 per square foot (5,000 sq/ft per/day) shall be established for all residential insulation work. The minimum wage rate shall be twenty dollars and eighty cents (\$20.80) per hour for residential and twenty-six dollars and twenty-four cents (\$26.24) per hour for light commercial work. No employee shall receive less than twenty dollars and eighty (\$20.80) per hour (residential) or twenty-six dollars and twenty-four cents (\$26.24) per hour (light commercial), regardless of whether they are paid hourly or at piece rate.

The wage rate for light commercial work shall be twenty-six dollars and twenty-four cents (\$26.24) per hour. Residential installers shall receive health and welfare and vacation/supplemental dues contributions. Light commercial installers shall receive the same fringe benefit contributions as commercial installers, except that they shall receive a vacation/ supplemental dues contribution of six dollars and thirty-one cents (\$6.31) per hour.

The Union and the Contractor agree to review the wages and benefits being paid under this Appendix for residential and light commercial work on an annual basis in July. The Union may open this Appendix for negotiations over light commercial and residential wages upon sixty (60) days notice prior to July 1, 2023, 2024 or 2025.

All preliminary residential installation work shall be paid for on an hourly basis at the minimum rate of twenty dollars and eight cents (\$20.80) per hour (except for the 1 hour allowance for yardmen referred to below). All light commercial work shall be paid for on an hourly basis at the minimum rate of twenty-six dollars and twenty-four cents (\$26.24) per hour (except for the 1 hour allowance for yardmen referred to below).

Fringe benefit contributions for all employees performing residential insulation work shall be calculated by dividing the classified wage rate into the gross weekly earnings. Benefit contributions shall be capped at forty (40) hours per week.

On days when installers are sent out on small residential insulation projects with a total of twenty-five hundred (2,500) square feet or less, they shall be guaranteed four (4) hours of pay at the hourly rate.

### 5. FRINGE BENEFIT CONTRIBUTIONS

Effective July 1, 2022 fringe benefit contributions for residential work will be as follows:

Health and Welfare . . . . .	\$8.00*
Pension . . . . .	\$5.66**
Annuity . . . . .	\$2.00
Vacation/Supplemental Dues . . .	\$6.31
Apprenticeship . . . . .	\$0.35
Cooperation Committee . . . . .	\$0.05
Partnership for Jobs . . . . .	\$0.05
Contract Administration . . . . .	\$0.07
Grievance . . . . .	\$0.03

\* On Residential work, pre-apprentices receive seven dollars and thirty-one cents (\$7.31) vacation/supplemental dues contribution only.

\*\* For 1st and 2nd period apprentices, indentured after July 1, 2018, the Commercial contribution rate shall be four dollars (\$4.00).

\*\*\* In the case of the apprentices indentured after July 1, 2018, the pension contribution during their 4th period shall be one dollar and seventy-five cents (\$1.75), during 5th and 6th periods shall be two dollars and seventy-five cents (\$2.75), and during their 7th and 8th periods shall be three dollars and seventy-five cents (\$3.75).

Effective thereafter, throughout the life of the Agreement, the Contractor agrees to maintain contributions for

these funds in accordance with the Master Labor Agreement.

Effective July 1, 2022 Fringe Benefits rates for Light Commercial work will be as follows:

Vacation/Supplemental Dues . . .	\$6.31*
Health and Welfare . . . . .	\$8.00**
Pension . . . . .	\$5.66***
Annuity . . . . .	\$2.00
Apprenticeship . . . . .	\$0.67
Cooperation Committee . . . . .	\$0.26
Partnership for Jobs . . . . .	\$0.05
Industry Advancement Fund . . .	\$0.08
Contract Administration . . . . .	\$0.02
Grievance . . . . .	\$0.03

\* On Light Commercial work, pre-apprentices receive seven dollars and thirty-one cents (\$7.31) vacation/supplemental dues contribution only.

\*\* For 1st and 2nd period apprentices, indentured after July 1, 2018, the Commercial contribution rate shall be three dollars and fifty cents (\$4.00).

\*\*\* In the case of the apprentices indentured after July 1, 2018, the pension contribution during their 4th period shall be one dollar and seventy-five cents (\$1.75), during 5th and 6th periods shall be two dollars and seventy-five cents (\$2.75), and during their 7th and 8th periods shall be three dollars and seventy-five cents (\$3.75).

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

Effective July 1, 2022 Fringe Benefits rates for Commercial work will be as follows:

Vacation/Supplemental Dues . . .	\$7.31*
Health and Welfare . . . . .	\$8.00**
Pension . . . . .	\$5.66***
Annuity . . . . .	\$2.00
Apprenticeship . . . . .	\$0.67
Cooperation Committee . . . . .	\$0.26
Partnership for Jobs . . . . .	\$0.05
Industry Advancement Fund . . .	\$0.08
Contract Administration . . . . .	\$0.02
Grievance . . . . .	\$0.03

\* 1st and 2nd period apprentices receive eight dollars

and thirty-one cents (\$8.31) per hour vacation/supplemental dues contribution.

\*\* For 1st and 2nd period apprentices, indentured after July 1, 2018, the Commercial contribution rate shall be four dollars (\$4.00).

\*\*\* In the case of the apprentices indentured after July 1, 2018, the pension contribution during their 4th period shall be one dollar and seventy-five cents (\$1.75), during 5th and 6th periods shall be two dollars and seventy-five cents (\$2.75), and during their 7th and 8th periods shall be three dollars and seventy-five cents (\$3.75).

On Commercial work, pre-apprentices receive seven dollars and thirty-one cents (\$7.31) vacation/supplemental dues contribution only.

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

#### 6. FIRESTOP TECHNICIANS 12 SOUTHERN CALIFORNIA COUNTIES

Firestop work, which is covered in this appendix, includes the sealing of sleeves, penetrations, holes, chases or openings of any kind in drywall, concrete, metal or any other wall form material by means of machinery, tools and equipment powered by any method, the purpose of which is to seal after the passage, placing or installation of and not limited to pipe, conduit, tubing or any other material that penetrates a wall.

Firestop will also include top-of-wall, edge-of-slab and the installation of all types of fire resistant pipe. Top of wall and edge of slab are covered by the Drywall Master Agreement and are to be paid at commercial drywall wages and benefits.

Where top-of-wall, edge-of-slab or pipe/duct wrap are part of a single "firestop" package, a composite crew may be utilized, provided the number of employee hours paid at the commercial drywall or insulation rate is equivalent to the number of work hours attributable to top-of-wall, edge-of-slab and/or pipe/duct wrap work. Article V, Section 503 of the Master Agreement shall not apply to firestop work.

#### FIRESTOP TECHNICIAN

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
Pre Apprentice	500	35%	19.50	0
1st Period	1000	40%	19.50	(1)
2nd Period	1000	50%	19.50	(1)
3rd Period	1000	60%	20.50	(2)
4th Period	800	65%	22.21	(3)
5th Period	800	70%	23.92	(4)
6th Period	600	75%	25.63	(4)
7th Period	600	80%	27.34	(5)
8th Period	600	90%	30.75	(5)
Journeyman		100%	34.17	(6)

Effective July 1, 2022, Fringe Benefit Contributions for Firestop work will be as follows:

Health and Welfare . . . . .	\$8.00
Pension . . . . .	\$5.66
Annuity . . . . .	\$2.00
Vacation/Supplemental Dues . . .	\$7.31
Apprenticeship . . . . .	\$0.67
Cooperation Committee . . . . .	\$0.26
Partnership for Jobs . . . . .	\$0.05
Industry Advancement . . . . .	\$0.08
Contract Administration . . . . .	\$0.02
Grievance . . . . .	<u>\$0.03</u>
TOTAL . . . . .	\$24.08

#### \* CONTRIBUTION SCHEDULE

<b>Code 0</b>	Vacation/Supplemental Dues (\$7.31)
<b>Code 1</b>	Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 2</b>	Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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**Code 3** Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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**Code 4** Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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**Code 5** Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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**Code 6** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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## 7. TOOLS AND EQUIPMENT

Employees are required to supply all necessary hand tools. Scaffolding Systems, Ladders, electrical cords and power tools are supplied by the employer.

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

## 8. YARDMEN

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

Yardmen shall be permitted to do preliminary work on the jobsite. Yardmen shall be limited to 1 hour per day per job of preliminary installation work. If more than 1 hour of preliminary work is performed, all job site work performed by the yardmen shall be compensated at the rate of \$19.50 per hour.

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

The minimum wage rate for yardmen shall be nineteen dollars and fifty cents (\$19.50) or 130% of the minimum wage per hour. No current yardmen shall receive a reduction in pay as a result of the signing of this Agreement.

Fringe benefits contributions for Yardmen will be as follows:

Health and Welfare	\$8.00
Vacation/Supplemental Dues	\$8.31

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

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

## 9. JOB TRAVEL

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

## 10. POLYSEAL

A Polyseal piece rate shall be established at \$0.005 per foot or \$19.50 per hour minimum for a journeyman. No employee shall receive less than \$19.50 per hour regardless of whether wages are calculated on an hourly or piece rate basis.

## 10. JOB REGISTRATION

Contractors will be required to register with the Union all jobs except for individual single family custom homes or room additions. Registration is to be made prior to the start of the job and on a form provided by the Union. Each Contractor shall notify the Union in writing, on a uniform job registration form to be provided by the Union of the location

of each job on which he will be performing work and shall contain all the information required by the Union to assist it in monitoring the compliance with the Agreement. On jobs where the time factor does not permit registration of jobs prior to their commencement, the contractor shall notify the Regional Council office by telephone giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the Contractor to the Union within 48 hours thereafter. The Union may withhold or withdraw workers from jobs that are not registered. The Union shall also be entitled to receive upon request a list of all of a contractors current jobs.

### 11. WHISTLEBLOWER PROVISION

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

### 12. San Diego County

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

Journeyman	Commercial	Lt. Commercial	Residential
	\$35.36	\$23.20	\$20.80

#### CONTRIBUTION SCHEDULE:

<b>Code 0</b>	Vacation/Supplemental Dues (\$7.31)*
<b>Code 1</b>	Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

<b>Code 2</b>	Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$8.31), Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 3</b>	Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 4</b>	Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 5</b>	Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 6</b>	Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

\* For Light Commercial, the Vacation/Supplemental Dues contribution shall be seven dollars and thirty-one cents (\$7.31) for pre-apprentices, seven dollars and eighty-one cents (\$7.81) for 1st through 3rd Period, and six dollars and eighty-one cents (\$6.81) for all other levels. For Residential, the Vacation/Supplemental Dues contribution shall be seven dollars and thirty-one cents (\$7.31) for pre-apprentices through 3rd Period, and six dollars and thirty-one cents (\$6.31) for all other levels.

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

## **APPENDIX D**

### **SPECIAL WORKING RULES FOR REMOTE PROJECTS**

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

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

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

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

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

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

All overtime Monday through Friday shall be at the rate of one and one-half (1½) the regular straight time hourly rate for the first four hours of overtime worked and shall be paid at double the straight time hourly rate after twelve hours of work. Saturday, unless it is a makeup day, shall be at the rate of one and one-half (1½) times the straight time rate for the

first eight (8) hours of work and double (2) the straight time hourly rate after eight hours of work. All hours worked on Sundays and Holidays shall be paid at double the straight time hourly rate.

3. **Multiple Shifts.** When so elected by the Contractor, multiple shifts may be worked for five or more consecutive days, provided that the Union is notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. The Contractors shall have the right to designate the craft, or crafts, on any project or portion thereof who shall work on a multiple shift basis; provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single-shift basis. In no event shall the regular working hours or different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour.

(a) If the Contractor elects to work the day shift between 5:00 a.m. and 5:00 p.m., that shift shall work eight (8) consecutive hours, exclusive of lunch period, and other shifts shall work eight (8) consecutive hours, exclusive of lunch period, for which working time workmen on each shift shall receive eight (8) hours pay at straight-time rates, Mondays through Fridays.

(b) On projects where only two (2) shifts are worked, the Contractor may regulate the starting time of the two (2) shift operation to permit the maximum utilization of daylight hours, and each shift shall work seven and one-half (7 ½) consecutive hours, exclusive of lunch periods, for which working time employees on each shift shall receive (8) hours pay at straight-time rates Monday through Fridays.

#### **4. Shift Overtime:**

(a) Any time worked, except as provided in Paragraph 2, below, from Friday midnight to Saturday midnight or in excess of the regular shift hours provided above, shall be paid for at one and one-half (1½) times the straight-time rate. Any time worked from Saturday midnight to Sunday midnight or on holidays shall be paid for at two (2) times the straight-time rate. Overtime rates shall not be paid on shift premium pay.

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



Sunday graveyard shift ending on or before 7:00 a.m. Monday morning will be considered Sunday work.

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

#### 5. **Special Shifts:**

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

6. Any employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting unless he has been notified before the end of his last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and, if more than four (4) hours are worked in any one (1) day, shall receive not less than a full days pay therefor; unless prevented from working for reasons beyond the control of the Contractor, including, but not limited by, such factors as inclement weather or a breakdown causing discontinuance of a major unit of the project, during which time employees are not required or requested to remain on the project by the Contractor or his agent. Employees referred under Article II to the Contractors jobs who arrive in an unfit condition for work, without proper tools, credentials or who are not ready to go to work or who are not otherwise qualified shall not be paid show-up time.

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

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

Meal periods may be staggered to meet the job requirements.

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

## **APPENDIX E**

### **Special Working Rules for Acoustical Installers**

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

#### 2. Apprenticeship

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

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

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

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

4. Tools: The following tools, when needed, shall be furnished by the individual Employer, and shall not be furnished by the employees: (1) Laser Levels; (2) Power Tools; (3) Powder, or Gas, Actuated Tools; (4) Scaffolding; and (5) Ladders. The foregoing tools will be issued to the employee for retention during his period of employment with the Contractor. The employee shall return all such tools to the Contractor, at such time as the employee severs his employment with the Contractor.

5. The provisions of Paragraph 1609 shall apply to any employees working on Saturdays, Sundays or holidays.

#### 6. Subsistence

(a) When an employee is required to remain overnight at a location away from his home, the Contractor shall pay for

expenses incurred by the employee at the rate of \$80.00 per day, or actual expenses, whichever is less.

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

7. Acoustical Industry Fund. For the purpose of protecting, improving and advancing the interests and welfare of the acoustical industry, its individual contractors and employees, Contractors agree to contribute the sum of twenty-three cents (\$0.23) per hour for each hour worked or paid for by employees performing work covered by this Agreement on Acoustical Installation to the Acoustical Industry Advancement Fund, a Taft-Hartley Trust Fund which is jointly administered and created for this purpose. The Contractor adopts and agrees to be bound by the terms of the Trust Agreement establishing the Acoustical Industry Advancement Fund, and further agrees to observe and be bound by the actions and determination of the Board of Trustees of said Trust.

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

9. Industry Advancement. The parties will have monthly meetings to address and resolve Acoustical Industry issues. The Acoustical Apprenticeship Committee will meet with the parties to revise the apprentice program to provide more acoustical course work and to review the current steps and hours of the program. Journeyman training will be provided and a certification program in different aspects of acoustical work will be created.

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

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

### 11. Bonding

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

(b) The parties to the Contract Administration Committee established in the Drywall/Lathing Master Agreement have agreed to the establishment and operation of the Grievance Obligation Trust Fund to satisfy the requirements to secure the payment of all Trust Fund contributions, wages and money payments (excluding waiting time and/or liquidated damages) required by the Agreement. Each Contractor or its successor bound to this Agreement shall pay to the Contract Administration Committee, an annual fee of \$500.00, or such other sum as may be determined by the directors of the Contract Administration Committee, as such Employer's contribution to the Grievance Obligation Trust Fund.

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

### 12. Acoustical Installer Apprenticeship

Effective July 1, 2022 Acoustical Apprentices covered by the terms of this Agreement shall be paid the following percentages of the appropriate Journeyman's hourly wage rate as reflected below:

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
Pre-Apprentice	500	35%	19.50	0
1st Period	1000	40%	19.50	0
2nd Period	1000	50%	23.62	(1)
3rd Period	1000	60%	28.34	(2)
4th Period	1000	65%	30.71	(3)
5th Period	1000	70%	33.01	(3)
6th Period	700	75%	35.43	(4)
7th Period	700	80%	37.79	(4)
8th Period	600	90%	42.52	(5)
Journeyman		100%	47.24	(5)

Pension . . . . .	\$5.66
Annuity . . . . .	\$2.00
Health and Welfare . . . . .	\$8.00
Vacation/Supplemental Dues . . .	\$7.31
Apprenticeship Training . . . . .	\$0.67
Cooperation Committee . . . . .	\$0.26
Acoustical Industry Fund . . . . .	\$0.23
Industry Advancement Fund . . .	\$0.08
Contract Administration . . . . .	\$0.02
Grievance . . . . .	\$0.03

**CONTRIBUTIONS SCHEDULE:**

<b>Code 0</b>	Vacation/Supplemental Dues (\$4.19)
<b>Code 1</b>	Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 2</b>	Annuity (\$1.00), Health and Welfare, Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 3</b>	Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 4</b>	Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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**Code 5** Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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**Code 6** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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Note: The requirements of Paragraph 1809 shall not apply to work covered under Appendix E.

**APPENDIX F**

**Special Rules for Residential and Allied Construction**

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

The MLA and Appendix F will also be applicable to all wood frame construction on any commercial project except:

- (a) projects with a total project cost, excluding land, in excess of 5 million dollars;
- (b) work on panelized roof structures;
- (c) concrete form work;
- (d) public work projects; and
- (e) Trust funded projects. In San Diego County, there will be no dollar limit on the size of the project as long as it is a wood frame project of four stories or less. All jobs covered by this provision shall be registered as provided for in this Appendix F. Commercial projects which do not come within the terms of this paragraph shall be done under the wages,

hours and other conditions specified in the Carpenters Master Labor Agreement unless a special exemption is approved by the Work Preservation Committee as provided for in Article XXVII of the MLA. The Work Preservation Committee shall establish a subcommittee specifically to hear requests submitted under this Appendix.

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

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

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

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

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

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

**5. Payroll Checks and Trust Fund Remedies:**

All money paid to employees covered by this Appendix must be shown on the Contractor's payroll; and the employee's payroll check shall show the number of benefit hours paid. Payments by second check or cash are prohibited. If

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

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

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

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

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

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

**8. Journeymen Scale:** Effective July 1, 2022 and notwithstanding anything else to the contrary in the MLA, scale for journeymen carpenters performing work covered by this Appendix shall be thirty-six dollars and thirty-nine cents (\$36.39) Any lower or negotiated wage, or any system of paying on a piece work basis, must be approved by the Work Preservation Committee prior to the start of the job. If the Work Preservation Committee approves a manner of payment other than on an hourly basis it will also establish criteria for calculating the fringe benefit hours owed for such work. For wage increases see Article XVIII.

**9. Apprentices:** Apprentices performing work covered by this Appendix shall be paid the following percentage of said journeymen scale:

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE*
1st Period	1000	40%	19.50	0
2nd Period	600	50%	19.50	0
3rd Period	600	60%	21.83	(1)
4th Period	600	65%	23.65	(2)
5th Period	600	70%	25.47	(3)
6th Period	600	75%	27.29	(3)
7th Period	600	80%	29.11	(4)
8th Period	600	90%	32.75	(4)
Journeyman		100%	36.39	(5)

**\* CONTRIBUTION SCHEDULE:**

**Code 0** Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 1** Annuity (\$1.00), Health and Welfare (\$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 2** Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 3** Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 4** Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 5** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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

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

**11. Fringe Benefit Cap:** For all work covered by this Appendix there will be a forty (40) hour per week cap on all fringe benefit contributions. There will not be a seven hour per day cap (benefits on overtime hours shall be paid on the basis of hours worked or paid for). To take advantage of this cap the job must be properly registered.

**12. Supplemental Dues** Effective July 1, 2022 Contractor agrees to contribute to the Southwest Carpenters Vacation Trust the amount of two dollars and thirty-one cents (\$2.31) cents per hour for each benefit hour paid for work performed by employees under this Appendix. Said amount shall be subject to change to conform to increases to the contribution rate established by the Southwest Carpenters Vacation Trust. See Article III and XXII of the MLA. Supplemental dues shall be paid separately from and not deducted from any piece rate approved by the Work Preservation Committee.

**13. No Premium For Power Equipment:** No Contractor shall be requested to pay any premium rate for any work covered by this Appendix, including a premium for any employee operating a semi-mobile self-erecting tower crane, forklift,

pettibone, lead or any other type of power equipment used to move materials around the jobsite all of which come within the work jurisdiction clause of the MLA and this Appendix F.

14. **Term:** This Appendix F shall extend through June 30, 2020 and from year to year thereafter. This Appendix may be terminated by either party giving notice to the other at least sixty (60) days prior to the termination date of this Appendix. Termination of this Appendix shall not terminate the MLA. In the event this Appendix is terminated by either party prior to the termination date of the MLA, and no new Appendix is agreed upon, all work covered by this Appendix shall be performed under the terms of the MLA, except that any project started under this Appendix, and properly registered, may be completed under the terms of this Appendix.

## **APPENDIX G**

### **SPECIAL WORKING RULES FOR DIVERS ON CONSTRUCTION WORK**

#### **ARTICLE I**

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

It is understood that there may be other agreements affecting the employment of Divers under Appendix G. The terms and conditions of these agreements will be available to any Employer signatory to this Agreement. The terms of this Appendix G Diving Agreement are open to further negotiations when the Employer and Union agree that a specific project requires further evaluation.

#### **ARTICLE II DEFINITIONS:**

**(1) DIVE SUPERVISOR:** A Diver Supervisor will be added for all diving crews. If a Dive Supervisor is listed on the job he will be the D.P.I.C unless there is a Dive Superintendent/Dive Master on the job.

**(2) DIVER:** A Diver is a person who wears a type of diving gear which directly supplies him compressed air or other gases for breathing purposes and who personally enters and descends below the surface of the water, or any liquid medium, to work at the ambient pressures encountered therein. For the

purposes of this Agreement, a person working in a submerged one atmosphere bell/vehicle is considered a Diver.

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

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

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

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

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

**(8) D.P.I.C.:** Designated person in charge (per OSHA regulations) or as designated by Contractor.

**(9) DIVE SUPERINTENDENT/DIVE MASTER:** A Dive Superintendent/Dive Master will be added to the dive crew/team when it is required by a regulatory agency, when working a crew of 5 or more including the Dive Superintendent/Dive Master, when deemed necessary by the contractor for dive operations, when diving mixed gas (HEO2), or when saturation diving modes are used. A designated Dive Superintendent/Dive Master shall not dive except in a life threatening emergency. If a Dive Superintendent/Dive Master is listed on the job he will be the D.P.I.C.

#### **ARTICLE III PAY SCALES**

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

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

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

**C. STANDBY DIVER:** A diver who is not required to dive shall receive the Diver's regular hourly rate.

**D. DIVER DIVING:**

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

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

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

3. Premium Rates for Diving in Enclosure:

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

<b>DISTANCE FROM ENTRANCE</b>	<b>AMOUNT OF PREMIUM PER SHIFT</b>
0 ft. to 25 ft.	N/C
25 ft. to 300 ft	\$1.00 per foot

(b) When it is necessary for a Diver to enter any pipe or tunnel or other enclosure over three hundred (300) feet from entrance or less than forty-eight inches (48") in height, the premium will be by mutual agreement, between the diver, the Union and the Contractor, but never less than one dollar (\$1.00) per foot.

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

**4. BELL/VEHICLE OR SUBMERSIBLE OPERATOR DIVING NOT UNDER PRESSURE, ETC:**

One atmosphere bell specifically designated for construction work (including Jim Suits, etc.) and self-propelled manned submersible operators shall be paid the Diver's regular hourly rate plus premiums. It is understood that engineering, inspection, and management personnel who use a one atmosphere bell from time to time may be covered by this Agreement.

**E. MANIFOLD OPERATOR:**

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

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

**F. TENDER:**

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

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

**G. ASSISTANT TENDER:**

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

**H.** All depth and enclosure premiums are in addition to the base or overtime rate and are not to be used in calculating overtime.

**I. MISCELLANEOUS:**

1. This Agreement does not include any gear or special equipment rentals.

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

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

**J.** A Dive Supervisor shall receive diver hourly wet pay plus One Dollar and Fifty Cents (\$1.50); a Dive Master/Dive Superintendent shall receive a diver's hourly wet pay plus Five Dollars (\$5.00) per hour.

**ARTICLE IV  
SAFETY & HEALTH WORKING RULES**

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

**SAFETY SHALL HAVE THE HIGHEST OF PRIORITIES IN THIS AGREEMENT.**

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

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

**D.** Minimum crew size will be one (1) diver, one (1) tender, one (1) assistant tender.

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

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

**G. DIVER FATIGUE:** All divers making mixed-gas dives must have at least eight (8) hours of sleep within the last twenty-four hours.

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

**I.** These total bottom time for dives to depths of 99 FSW or less will not be exceeded in a twelve (12) hour period. These

total bottom time for depths of 100FSW or greater will not be exceeded within a twenty-four (24) hour period.

**J.** For surface oriented hose mixed gas diving, Divers subject to ambient pressure of the depths listed will not be required to remain on the bottom for a bottom time longer than the time limits set below.

DEPTHS	TIME
200 ft. to 230 ft.	60 minutes
230 ft. to 250 ft.	50 minutes
250 ft. to 300 ft.	30 minutes

**ARTICLE V  
SUBSISTENCE AND TRAVEL**

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

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

1. Eighty dollars (\$80.00) per workday as a subsistence allowance, except where there are work stoppages by an Act of God or conditions beyond the control of the Contractor.

2. In the event employees provide their own transportation, they shall receive twenty-five cents (\$0.25) per mile for transportation expenses between the Local Union office or Call Board and the center of the construction jobsite and/or sites on the project, at the beginning and conclusion of their employment. The return transportation expense will not be payable if the employee quits his job before work is completed or before 30 calendar days, whichever is sooner, or if he is discharged for cause.



C. In cases of dispute in measuring road miles from the Local Hall or Call Board of Local Union 562, the facilities of the Automobile Club of Southern California shall be used as the determining factor.

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

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

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

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

F. The Contractor agrees to pay travel time each way from the point of embarkment to the jobsite. This paragraph applies to travel time involved from the point of embarkation to the site of all offshore construction projects. Time paid for travel time is to be paid at the straight-time rates on any day of the week.

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

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

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

## **ARTICLE VI WORKING RULES**

### **STARTING TIMES, SHIFTS AND OVERTIME**

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

Appendix A Working Rules shall apply to this Appendix G.

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

## **ARTICLE VII**

### **DEEP WATER, BELL/VEHICLE SYSTEM TOTAL SATURATION**

#### **DIVING COVERAGE**

A. The Employer and the Union agree that the work covered under this Agreement or using diving apparatus will be performed by employees represented by the United Brotherhood of Carpenters and Joiners of America. The Diving Contractor and the Union agree that the strong intent of this Agreement is that only experienced and highly qualified Journeyman will be employed

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

C. Work covered by this Labor Agreement, and these Special Working Rules for Divers on Construction Work, shall include construction work (except as excluded below) and work performed from oceanographic and/or research vessels, seismographic and/or other vessels operating either temporarily or permanently out of ports in Southern California, and in all areas located the distance one-half way from Local 562 to the nearest Pile Drivers Local affiliated with the United Brotherhood of Carpenters and Joiners of America, and shall include work concerning fisheries research and all other types of oceanographic and marine research and/or experimental bell diving work requiring the use of deck decompression chambers with submersible diving chambers.

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

E. Commercial diving in all its branches and phases, such as the salvage of all ships, vessels and barges, etc., the underwater repair, removing, dismantling, demolition, burning

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

**F.** This Agreement and the Special Working Rules for Divers on Construction and the Trust Agreements shall apply to all areas within the jurisdiction of Local 562 and the areas shall include the 12 Southern California Counties; Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, Mono, San Diego Counties and the areas described as Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, San Clemente Island, Santa Catalina Island, San Miguel Island, Santa Rosa Island, Anacapa Island (Channel Island Monument), Santa Barbara Island, including all offshore waters and waters of the continental shelf seaward from the boundaries of the southern half of the State of California; and including all inland waters, rivers and lakes, natural and/or man-made, within the boundaries of the Counties of Southern California, the five southern counties of Nevada: Clark, Lincoln, Nye, Esmeralda and Mineral, and the State of Arizona.

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

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

## **ARTICLE VIII WAGES, HOURS, AND WORKING CONDITIONS**

### **CONDITIONS:**

1. Diving Bells are used to carry the divers to and from their work site and are capable of locking onto deck decompression chamber or complexes for living and/or decompression that is suitable to the divers and will pass all current requirements in areas of work; i.e. State, Coast Guard, Federal.
2. All members of the diving crew are classified as follows: Dive Master/Dive Superintendent, Divers, Tenders, Technicians, Manifold Operators, Pressurized Submersible Operators, RCV and ROV Operators.
3. Minimum crew size will be a total of seven (7) men. There is a minimum of two (2) men with the diving system at all times to ensure and protect the integrity and safety of the diving equipment through daily maintenance
4. Paragraph 3, above, shall not apply on a call out basis.
5. **WAGES (DAILY RATE):**

#### **A. SHORT DURATION DIVING:**

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

#### **B. SHORT DURATION BELL/VEHICLE DIVING:**

Consists of a diver going under pressure using the Pressurized Bell/Vehicle to a given depth, spending a short period of time consistent with current diving tables, and then coming to the surface and decompressing on short decompression profile. Shall be paid the divers pay rate, diving wet pay plus applicable depth premium. Wet or dry, midnight to midnight and shall be paid regardless of whether or not the Diver actually leaves the bell.

#### **C. SATURATION DIVING:**

- (1) Consisting of a Diver living under pressure continu-

ously until a work task is complete and then decompressing at a saturation decompression profile. It shall be permissible to saturate two divers to complete a work task that prohibits short duration diving with a minimum crew of ten (10) men, plus additional personnel as required.

(2) On saturation work, where more than two divers are required to be saturated (diving is required around the clock), the minimum crew will be a total of fourteen (14) men.

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

#### **D. DIVE MASTER/DIVE SUPERINTENDENT:**

A Dive Master/Dive Superintendent shall receive a diver's hourly wet pay plus one dollar and fifty cents (\$5.00) per hour. A Dive Master shall not dive except in a life threatening emergency.

#### **E. ASSISTANT DIVE MASTER/DIVE SUPERVISOR:**

A diver's assistant Dive Master/Dive Supervisor shall receive the diver's hourly wet pay, plus one dollar (\$1.50) per hour.

#### **F. DIVERS RATE:**

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

#### **G. TENDER'S RATE:**

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

#### **H. MANIFOLD OPERATOR:**

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

#### **I. SURFACE RCV AND ROV OPERATOR:**

Wage scale same as Piledriver Foreman.

#### **J. SURFACE RCV AND ROV TENDER/TECHNICIAN:**

Wage scale same as Piledriver.

#### **K. SATURATION DEPTH PAY BONUS**

One dollar (\$1.00) per foot of pressure shall be paid per diver per twenty-four (24) hours, from midnight to midnight, from surface (wet or dry).

#### **L. STANDBY ALERT TIME:**

Standby alert time on beach shall be on (1) standby shift per twenty-four (24) hours. Increased bottom times and depths may be negotiated between the Contractor and the Union as new experiments may prove feasible.

### **6. HOURS AND OVERTIME**

#### **A. SUPPORT PERSONNEL:**

When twelve (12) hour shifts are worked, the starting time for each shift shall be established within one (1) hour of 12:00 a.m. and 12:00 p.m., unless mutually agreed to the contrary by the parties. The pay for the first eight (8) hours of any twelve (12) hour shift, Monday through Friday, shall be paid at the regular hourly wage rate, and time and one-half (1½) the regular hourly wage rate shall be paid for the balance of the shift.

#### **B. SATURATION CREWS:**

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

#### **C. SHIFT PERSONNEL WHEN BILLETED OFFSHORE:**

The employer may establish two (2) twelve (12) hour shifts. When working such shifts the starting time for diving support personnel shall be established within one (1) hour of 12:00 a.m. or 12:00 p.m. unless mutually agreed to by parties. When working twelve (12) hour shifts, starting time for divers

shall be established as beginning when the diver is summoned to perform tasks by diving foreman or by a party to whom he has delegated this authority. If extenuating circumstances prevent at least a six (6) hour rest period between shifts, the personnel working such shifts shall be paid during the rest period and overtime rates will apply. The contractor agrees that he will make every reasonable effort to restrict such activity to strictly extraordinary situations.

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

**E. Overtime Rate:** All overtime Monday through Friday shall be at the rate of one and one-half (1½) the regular straight time hourly rate for the first four (4) hours worked and shall be paid at double the straight time hourly rate after twelve (12) hours of work. Saturday, unless it is a makeup day, shall be at the rate of one and one-half (1½) times the straight time rate for the first eight (8) hours of work and double (2) the straight time hourly rate after eight (8) hours. All hours worked on Sundays and Holidays shall be paid at double (2) the straight time hourly rate. (see Tide Work Schedule for Tide Work.)

## 7. CREW SIZE CONCERNING BOUNCE AND/OR SATURATION DIVING

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

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

**B.** Saturation Diving. Consists of diver living under pressure continuously until work task is complete and then decompressing at a saturation decompression profile. It shall be permissible to saturate two (2) divers to complete work task that prohibits short duration diving with a minimum crew of ten (10) men. On Saturation work, where more than two (2) divers, but not more than four (4) divers, are required to be saturated, the minimum crew to maintain the operation around the clock will be fourteen (14) men. The number of men needed for this operation shall be consistent with the job requirements and the safety requirement.

## C. Saturation Crew Breakdown

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

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

## 8. DIVING CREW STEWARD

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

## 9. HIRING

**A.** All dispatches and job clearances for the members of diving crews working offshore will be dispatched through the Local Union 562. To avoid duplication or order and to effect an orderly hiring procedure, the Diving Contractor agrees that when calling the Union for men, to designate a responsible representative which the Union will recognize as the Agent of the Diving Contractor with the authority to hire. The Union shall maintain an exclusive non-discriminatory hiring hall to fill requisitions for personnel on the diving crew. The Diving Contractor agrees to give preference to Local area personnel where feasible.

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

**C.** Divers can be flown directly to the jobsite with a dispatch, after first notifying the hiring hall. All pertinent information such as name, social security number and their local union twenty-four (24) hours. The Contractor shall be the sole judge of the qualifications of the men (diving crew).

## 10. GRIEVANCE PROCEDURE:

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

### APPENDIX H SPECIAL WORKING RULES FOR RESIDENTIAL SHINGLERS

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

#### 1. ROOF LOADER OF SHINGLES (Seventy (70%) percent of Journeyman's scale)

PERIOD	HOURS	PERCENTAGE	WAGE*	BENEFIT CODE
1st Period	1000	40%	19.50	0
2nd Period	600	50%	19.50	0
3rd Period	600	60%	19.90	(1)
4th Period	600	65%	21.55	(2)
5th Period	600	70%	23.21	(3)
6th Period	600	75%	24.87	(3)
7th Period	600	80%	26.53	(4)
8th Period	600	90%	29.84	(4)
Journeyman		100%	33.16	(5)

\* Not lower than 130% of the minimum wage.

#### CONTRIBUTION SCHEDULE:

**Code 0** Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 1** Annuity (\$1.00), Health and Welfare (\$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 2** Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 3** Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 4** Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 5** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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

#### 2. COVERAGE

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

#### 3. FRINGE BENEFITS

When an Employee is paid an amount equivalent to, or greater than, the appropriate weekly wage of a work week, only a full work week of contributions need to be paid to the Trust fund.

#### 4. WAGES, JOURNEYMEN AND APPRENTICES

The wage rate for journeymen performing shingling work shall be a minimum of thirty dollars and seventy-one cents (\$30.71) per hour worked.

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
1st Period	1000	40%	19.50	0
2nd Period	600	50%	19.50	0
3rd Period	600	60%	21.32	(1)
4th Period	600	70%	24.88	(2)
5th Period	600	80%	28.43	(3)
6th Period	600	90%	31.99	(3)
Journeyman		100%	35.54	(4)

#### CONTRIBUTION SCHEDULE:

<b>Code 0</b>	Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31)
<b>Code 1</b>	Annuity (\$1.00), Health and Welfare (\$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Coop. Comm., Coop. Comm. /Partnership for Jobs
<b>Code 2</b>	Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Coop. Comm., Coop. Comm./Partnership for Jobs
<b>Code 3</b>	Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Coop. Comm., Coop. Comm. /Partnership for Jobs
<b>Code 4</b>	Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Coop. Comm., Coop. Comm. /Partnership for Jobs

#### 5. REGISTRATION

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

#### 6. REPORTING OF TRUST FUND BENEFITS

Beginning July 1, 2022 the Contractors will be obligated to pay the following fringe benefit contributions:

Pension Trust Fund . . . . .	\$5.66
Annuity . . . . .	\$2.00
Health and Welfare Trust Fund . . . . .	\$8.00
Vacation/Supplemental Dues. . . . .	\$7.31
(1st through 3rd period receive . . . . .	\$8.31)
Apprenticeship and Training Fund . . . . .	\$0.67
Cooperation Committee . . . . .	\$0.26
Partnership for Jobs. . . . .	\$0.05
Contract Administration . . . . .	\$0.02
Grievance. . . . .	\$0.03

#### 7. TEAR-OFF WORK

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

(b) In addition to first period apprentices being used to tear off previously existing roofs, there shall also be a classification of employee called a TEAR OFF MAN. This employee shall receive a wage rate of no less than Minimum Wage plus vacation/supplemental dues contributions. (The Employer or his representative shall notify the Local Union having jurisdiction over the work when such tear off man is hired.)

#### 8. LOADERS

Journeyman Loaders shall receive 70% of Journeyman Rate.

#### 9. SUBCONTRACTING

(a) Notwithstanding anything to the contrary in the MLA, the Contractor may subcontract stocking and scraping to any Contractor who is a signatory to this Agreement. Where stocking is performed by the seller of the material, whether a manufacturer/distributor or dealer, and whether the price listed on the invoice includes an amount for stocking or is listed separately, the Contractor shall not be held responsible for the labor affiliation of the stocking entity.

(b) Notwithstanding anything to the contrary in the MLA, the provisions of this Section shall not be enforced by strike action or any other form of job shut-down or work interference; provided however, that the rights provided in

the Grievance Procedure of this Agreement are retained to enforce primary obligations of any individual employer.

## 10. GRIEVANCE AND ARBITRATION

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

### APPENDIX I

#### Special Rules for Residential Developers

CONTACT THE UNION FOR DETAILS

### APPENDIX J

#### SPECIAL WORKING RULES FOR RESIDENTIAL CABINET INSTALLATION

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

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

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

4. Notwithstanding any other provisions to the contrary, Contractors shall have the right to do cabinet installation construction on any light commercial project under the terms and

conditions of this Appendix J, if and only if the Contractor first secures the approval of the Executive Secretary-Treasurer of the Regional Council in the area where the project is located. When approval is so granted by the Secretary-Treasurer of the Regional Council involved, that approval shall be in writing. Additionally, such a petition shall contain a detailed description of the project and its geographic location and/or address.

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

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

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

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

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

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

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

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

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

8. Effective July 1, 2022, and notwithstanding anything else to the contrary in the MLA, scale for journeymen carpenters performing residential work covered by this Appendix on an hourly basis shall be thirty-six dollars and ten cents (\$36.10) There shall be no premium pay for pneumatic nail-

ers. Increases will be per the Master Labor Agreement.

9. Effective July 1, 2022, and notwithstanding anything to the contrary in the MLA, apprentices performing residential work covered by this Appendix shall be paid the following percentage of said journeymen scale:

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
1st Period	1000	40%	19.50	0
2nd Period	600	50%	19.50	0
3rd Period	600	60%	21.66	(1)
4th Period	600	65%	23.47	(2)
5th Period	600	70%	25.27	(3)
6th Period	600	75%	27.08	(3)
7th Period	600	80%	28.88	(4)
8th Period	600	90%	32.49	(4)
Journeyman		100%	36.10	(5)

Pay Period Advancement: Each advancement will be based on hours worked on-the-job as per schedule.

**\* Contribution Schedule (As of July 1, 2022)**

**Code 0** Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 1** Annuity (\$1.00), Health and Welfare (\$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 2** Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 3** Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 4** Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 5** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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

A classification of pre-apprentice will also be available to contractors under this Appendix. A pre-apprentice shall be paid 35% of journeyman scale. For the first thirty (30) days of employment a pre-apprentice shall receive only vacation/supplemental dues contributions of seven dollars and thirty-one cents (\$7.31). After thirty days of employment the pre-apprentice shall also receive health and welfare contributions and vacation/supplemental dues contribution of eight dollars and thirty-one cents (\$8.31). After 500 hours of employment a pre-apprentice shall either become an indentured apprentice or shall be terminated from the Contractor's employment.

**10. Term:** This Appendix J shall extend through June 30, 2020, and from year to year thereafter. This Appendix may be terminated by either party giving notice to the other at least sixty (60) days prior to the termination date of this Appendix. Termination of this Appendix shall not terminate the MLA. In the event this Appendix is terminated by either party prior to the termination date of the MLA, and no new Appendix is agreed upon, all work covered by this Appendix shall be performed under the terms of the MLA, except that any project started under this Appendix, and properly registered, may be completed under the terms of this Appendix.



**APPENDIX K  
SPECIAL RULES FOR RESIDENTIAL ON  
GRADE SLAB CONCRETE CONSTRUCTION  
AND RESIDENTIAL SUBTERRANEAN  
GARAGE CONCRETE CONSTRUCTION**

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

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

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

4. In no event, however, will the Contractor be required to pay the Trust Funds more than forty (40) benefit hours for any one work week.

5. Notwithstanding any other provisions to the contrary, Contractors shall have the right to do concrete construction on any light commercial project under the terms and conditions of this Appendix K, if and only if the Contractor first secures the approval of the Executive Secretary-Treasurer of the Regional Council. When approval is so granted by the Executive Secretary-Treasurer of the Regional Council involved, that approval shall be in writing and a copy of same shall be attached to the job registration form by the Contractor.

6. All money paid to employees covered by this Appendix must be shown on the Contractors payroll; and the employees

payroll check shall show the number of benefit hours paid. Payments by second check or cash are prohibited. If such violations are found or if a Contractor fails or refuses to register a job as provided under this Appendix, then the Trust Funds may follow any one of two alternatives:

(a) Follow the formula of Articles I, XVII, XX, XXI, XXII, and XXIII of the Master Labor Agreement.

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

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

7. Effective July 1, 2022, and notwithstanding anything else to the contrary in the MLA, scale for journeymen carpenters performing residential on grade slab concrete work covered by this Appendix or subterranean garage construction shall be thirty-five dollars and two cents (\$35.02). In future years the Union will review the market situation and decide whether to take the increases negotiated per Article XVIII. The UGC may reopen this Appendix upon sixty days notice prior to July 1, 2023, 2024 or July 1, 2025 to review increases under this Appendix.

8. Effective July 1, 2022, and notwithstanding anything to the contrary in the MLA, apprentices performing residential work covered by this Appendix shall be paid the following percentage of journeymen scale:

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE*
1st Period	1000	40%	19.50	0
2nd Period	600	50%	19.50	0
3rd Period	600	60%	21.01	(1)
4th Period	600	65%	22.76	(2)
5th Period	600	70%	24.51	(3)
6th Period	600	75%	26.27	(3)
7th Period	600	80%	28.02	(4)
8th Period	600	90%	31.52	(4)
Journeyman		100%	35.02	(5)

NOTE: Each pay period advancement will be based on hours worked on-the-job as per the schedule.

Solely for the purpose of determining when an apprentice has qualified for advancement to the next period, Contractors shall report the hours actually worked by apprentices on the Apprenticeship Monthly Report Form.

**\* Contribution Schedule (Effective July 1, 2022)**

<b>Code 0</b>	Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 1</b>	Annuity (\$1.00), Health and Welfare (\$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 2</b>	Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 3</b>	Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
<b>Code 4</b>	Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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<b>Code 5</b>	Pension, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund
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Journeymen Carpenters shall receive contributions as set forth in Code 3 above.

9. There is created a classification of Craft Assistant. The Craft Assistant will receive a wage rate of \$19.50 per hour and the following fringe benefits:

Health and Welfare . . . . .	\$4.00*
Pension . . . . .	\$5.66
Vacation/Supplemental Dues . . . . .	\$7.31*

\* For craft assistants hired before July 1, 2018, the contribution rate shall be \$8.00)

Craft Assistants may perform any non craft work, including general clean up, cleaning of forms and other non craft work in support of Journeyman and Apprentice Carpenters. In the event there is an increase in the rates set forth in paragraph 12 such increases shall apply to the Craft Assistant classification.

10. Term: This Appendix K shall extend through June 30, 2026 and from year to year thereafter. This Appendix may be terminated by either party giving notice to the other at least sixty (60) days prior to the termination date of this Appendix. Termination of this Appendix shall not terminate the MLA. In the event this Appendix is terminated by either party prior to the termination date of the MLA, and no new Appendix is agreed upon, all work covered by this Appendix shall be performed under the terms of the MLA, except that any project started under this Appendix, and properly registered, may be completed under the terms of this Appendix.

**APPENDIX L  
SPECIAL WORKING RULES FOR GLASS  
& METAL NON-STRUCTURAL BUILDING  
COMPONENTS**

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

2. The Contractors and the Union, recognize the mutual need for special working rules governing the installation of non-structural elements composed of glass, metal and other engineered composite materials.

3. This Appendix is applicable to work on all types of glass, metal and other engineered composite materials used in walls, siding, doors, stairs, stair railings, cabinets, shelving and other non-structural building components that when composed of wood material have traditionally been installed by Carpenters.

4. Store-front systems and curtain wall building envelopes are non-structural weather-facing aluminum framed walls with glass panels and are also used for interior partition walls in offices and malls.

(a) An infill refers to a panel of any material that is inserted into the curtain wall assembly which could be for security, aesthetic or functional purposes. Infills can be but are not limited to specially designed; insulation panels, metal panels, engineered stone panels, high-pressure laminate plastics, fiber-reinforced cement board, solar photovoltaic panels, windows, doors and louvers or other types of vents incorporated into the wall assembly.

5. Rainscreens are double skin wall systems creating an exterior façade designed to keep out the weather and are assembled with many types of cladding including but not limited to glass, metal & plastic.

7. The Association and the Union agree to periodically meet to more precisely identify work covered under this Appendix and resolve any disputes that arise as to whether these Special Working Rules shall apply to any specific task.

8. Article V, Section 503 of the Master Agreement shall not necessarily apply to non-traditional work that could be construed as covered in this Appendix.

9. Effective July 1, 2022 Apprentices covered by the terms of this Agreement shall be paid the following percentages of the appropriate Journeyman's hourly wage rate as reflected in the table below:

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
1st Period	1000	40%	19.50	0
2nd Period	600	50%	23.62	0
3rd Period	600	60%	28.34	(1)
4th Period	600	65%	30.71	(2)
5th Period	600	70%	33.07	(3)
6th Period	600	75%	35.43	(3)
7th Period	600	80%	37.79	(4)
8th Period	600	90%	42.52	(4)
Journeyman		100%	47.24	(5)

**CONTRIBUTION SCHEDULE:**

**Code 0** Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 1** Annuity (\$1.00), Health and Welfare (\$8.00), Vacation/Supplemental Dues (\$7.31), Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 2** Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

**Code 3** Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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**Code 4** Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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**Code 5** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, Industry Fund and Grievance Fund

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## **APPENDIX M GRIEVANCE OF DISPUTES**

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. “A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement.” *United Steelworkers of Am. v. Warrior & Gulf Nav. Co.*, 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). *D.R. Horton, Inc. v. N.L.R.B.*, 737 F.3d 344, 361 (5th Cir. 2013) (“[W]e discern[ ] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause.” Citing, *Blessing v. Free-stone*, 520 U.S. 329, 343, 117 S.Ct.1353, 137 L.Ed.2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of

collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that “[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy... imposed on individual employees by the employer as a condition of employment.” *D. R. Horton Inc.*, 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator’s knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provide a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

### **Arbitration of Employment Related Claims.**

Any dispute, complaint or grievance alleging a violation of the Master Labor Agreement shall be processed through the Procedure for Settlement of Grievance and Disputes in Article VI, and the Local Union and Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant such Article. In addition, any dispute, complaint or grievance concerning a violation of, or arising under, Industrial Welfare Commission Wage Order 16 (“Wage Order 16”) which is subject to the Procedure for Settlement of Grievance and Disputes in Article VI by operation of Wage Order 16 and exemptions contained therein for employees covered by collective bargaining agreements shall remain subject only to Article VI and not this Appendix

M. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as “Contractual Disputes”.

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code section 2699.5 as amended, the California Private Attorneys General Act (Labor Code section 2698, et seq.), and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter “Statutory Dispute” or “Statutory Disputes”) shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix M as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Master Labor Agreement which are deemed Contractual Disputes). This Appendix shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers’ Compensation.

#### **Procedure for Arbitration of Disputes.**

No Statutory Dispute subject to this Appendix M shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in the Procedure for Settlement of Grievance and Disputes in Article VI or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys’ fees

and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors.

The parties agree to review the Appendix on a regular basis and as the law evolves, engage in good faith discussions to consider modifications to maintain its effectiveness.

The parties to confirm that in addition to the claims listed above, the parties have also agreed to provide for final and binding arbitration of any and all claims that could be asserted under all local, state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, and the California Family Rights Act. All claims for discrimination, harassment or retaliation in employment on the basis of race, age, sex, gender, religion, national origin, alienage, religion, marital status, sexual orientation, disability, or any other basis that is protected under any of those laws, as well as all related or similar claims (including but not limited to those for wrongful termination in violation of public policy and retaliation in violation of Labor Code section 1102.5), shall be resolved exclusively under and in accordance with the procedure for settlement of grievances and disputes set forth in Appendix M of the Agreement and not in a court of law. This agreement to arbitrate such claims shall also include those asserted against any of the Employer’s parent, subsidiary, or related entities.

#### **APPENDIX N HEALTHY WORKPLACE HEALTHY FAMILY ACT OF 2014**

The parties hereto agree, to the fullest extent permitted, that the Agreement shall operate to waive any and all provi-

sions of the Healthy Workplace Healthy Family Act of 2014, effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Agreement.

## **APPENDIX O PRIVATE ATTORNEY GENERALS ACT**

The Southwest Regional Council of Carpenters and its affiliated local unions (“Union”), on the one hand, and the United General Contractors, Inc., on the other hand, are parties (hereinafter “Parties”) to a Master Labor Agreement (“Agreement”) that will expire on June 30, 2026. The Parties to this Agreement hereby agree to amend it with respect to the following Recitals and Resolutions in this Memorandum of Understanding (“MOU”) for the purpose of availing themselves of the exemption that the Private Attorney Generals Act, in particular Labor Code § 2699.6, extends to collectively-bargained contractors in the construction industry.

### **RECITALS**

**WHEREAS**, Governor Jerry Brown signed Assembly Bill 1654 (“AB 1654”) on September 19, 2018, which added Section 2699.6 to the Labor Code;

**WHEREAS**, AB 1654 exempts from the coverage of the Private Attorney Generals Act (Part 13 of Division 2 of the Labor Code (commencing with Section 2698)) (“PAGA”) any “employee in the construction industry,” as that term is defined by Labor Code §2699.6(d), with respect to work performed under a valid collective bargaining agreement that meets the requirements of AB 1654, in particular, Labor Code §2699.6(a) (“Exemption”);

**WHEREAS**, the application of that Exemption requires satisfaction of certain conditions set forth in Labor Code §2699.6(a)(1)-(3), which mandates that a collective bargaining agreement such as this Agreement contain wages, hours of work, and working conditions of employees, premium wage rates for all overtime hours worked, and for the employee to receive a regular hourly pay rate of not less than 30 percent more than the state minimum wage rate and the following provisions:

(1) Prohibits all of the violations of the Labor Code that would be redressable pursuant to PAGA, and provides for a grievance and binding arbitration procedure to redress those violations.

(2) Expressly waives the requirements of PAGA in clear and unambiguous terms.

(3) Authorizes the arbitrator to award any and all remedies otherwise available under the Labor Code, provided that nothing in this section authorizes the award of penalties under this part that would be payable to the Labor and Workforce Development Agency.

**WHEREAS**, Article VI of this Agreement contains provisions authorizing the filing of a grievance which can be pursued to final and binding arbitration (“Grievance / Arbitration Machinery”);

**WHEREAS**, the Parties wish to avail themselves of this Exemption by agreeing to the terms of this MOU;

**WHEREAS**, all Recitals shall be deemed Resolutions and all Resolutions shall be deemed Recitals.

### **RESOLUTIONS**

**WHEREFORE**, the parties clearly and unambiguously waive the provisions of PAGA, and agree that none of the provisions of PAGA shall apply to any of the employees covered by this Agreement;

**WHEREFORE**, the parties agree that the Union may file a grievance pursuant to this Agreement’s Grievance / Arbitration Machinery and such a grievance can assert violations of the Labor Code that are redressable by PAGA, which include those sections enumerated in Labor Code §§ 2699.5 and 2699(f) and any others to ensure application of the Exemption;

**WHEREFORE**, an arbitrator presiding over an arbitration conducted pursuant to the Grievance / Arbitration Machinery shall have the authority to make an award of any all remedies otherwise available under the Labor Code except for an award of penalties that would be payable to the Labor and Workforce Development Agency, and that any Labor Code violations asserted by the Union that are redressable by PAGA will be deemed violations of this Agreement if so found by the arbitrator;

**WHEREFORE**, the parties agree that the terms of this MOU meet all conditions for application of the Exemption in AB 1654.

UNITED GENERAL CONTRACTORS, INC.

By: \_\_\_\_\_  
MITCHELL WEISS, PRINCIPAL

By: \_\_\_\_\_  
PETE RODRIGUEZ, EXECUTIVE SECRETARY  
TREASURER

## **APPENDIX R SPECIAL WORKING RULES FOR ROBOTICS**

This Appendix shall apply to all onsite technology which in any way reduces the need for Carpenter employees on the project work site and shall include, but not be limited to, the use of robotic or artificial intelligences, whether autonomous or operated, for the purposes of: layout, nailing, screwing or welding, moving of Carpenter materials, and all other forms of robotics or artificial intelligences used to carry out work covered under the terms of this Agreement. Such technology shall not include the use of total stations, laser leveling systems, or any other technology which is currently in common usage on jobsites covered under the terms of the agreement.

1. The operation of such technology shall be considered Carpenter craft work and shall include, but not be limited to using technology to implement any field modification of plans or instructions used by such technology and any field modification of such technology related to a specific project.
2. All Carpenters operating such equipment shall be a Journeyman or Foreman Carpenter.
3. All Carpenters operating, or assisting in the operation of such equipment shall receive all benefits provided for under Attachment 1, and an additional \$1.00 per hour allocation to Apprenticeship. These additional Apprenticeship funds will be used in the administration of a program to recruit and train Carpenters in the development, operation, repair, and maintenance of robotic equipment and machinery, including but not limited to, the provision of grants to students to offset lost wages and benefits during their time in training.
4. In the event the jobsite robot is controlled by an operator away from the jobsite such work away from the jobsite, and in that event, such work shall be performed under the terms of this Agreement only by Carpenters that are employees of the Contractor.
5. There shall be established a working group for robotics. The working group shall meet regularly during the term of this Agreement to discuss ways in which this Appendix can be modified to facilitate the use of new technologies on the

jobsite, in a competitive fashion, without doing undue harm to Employee benefit trust funds due to work hours lost because of the implementation of such technology.

a. The Parties agree to develop a curriculum for the purpose of certifying individuals performing the work covered under Appendix R, and to meet as new technologies are developed in order to develop appropriate wages differentials, training, and other working provisions.

6. The parties agree that they will meet in good faith to discuss amendment of this Appendix upon request of either the Union or the Association.

## **APPENDIX SD SAN DIEGO COUNTY – BUILDING**

The following special rules shall be applicable to building construction work performed in San Diego County. The Master Labor Agreement shall apply to all such work except as specifically modified by this Appendix.

### **1. WORK PERIOD**

(a) Forty (40) hours worked from Monday through Friday shall constitute a weeks work. Any work actually performed in excess of eight (8) hours in one day or forty (40) hours during any work week, and any work performed on a Saturday shall be payable at the rate of one and one-half (1-1/2) times the employee's straight- time hourly rate; except that an employee who does not complete a full forty (40) hours, due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer may voluntarily work on Saturdays at straight- time or Fridays if working 4-10 shifts. Work on Sundays, holidays and after twelve hours in any day shall be paid at double time.

(b). All starting and quitting times shall be determined by the Employer.

### **2. SUBCONTRACTING**

The Contractor may subcontract any work without regard to the signatory status of the subcontractor, except concrete form work, drywall/lathing work, acoustical, door and hardware work, Carpenter and multi-trade scaffold, rough carpentry and framing, and if an Employer is a trade contractor (and not a general contractor), any other covered work that the Employer traditionally self performs. Traditionally self performs means work the Employer has performed with

its own forces on 50% or more of its projects in San Diego County during the three years prior to the date the Employer becomes bound to this Agreement.

(a.) Carpenter and multi-trade scaffold shall be covered effective July 1, 2023.

(b.) Rough carpentry and framing shall be covered effective July 1, 2025.

Concrete form work, drywall/lathing work, acoustical, door and hardware work, Carpenter and multi-trade scaffold, rough carpentry and framing, and work the Contractor traditionally performs with its own work force may also be subcontracted, but only in accordance with the provisions of Article V of the Master Labor Agreement.

### 3. WAGES

(a.) Effective July 1, 2022 the wage scale for journeyman commercial carpenters on building projects shall be forty-one dollars and ninety-nine cents (\$41.99) per hour. Increases for 2023, 2024 and 2025 shall be as follows:

Effective July 1, 2023 . . . . .	\$3.25 per hour*
Effective July 1, 2024 . . . . .	\$4.25 per hour*
Effective July 1, 2025 . . . . .	\$4.50 per hour*

\* The Union shall have the right to allocate a portion of any wage increase to Trust Fund contributions.

(b.) Pay rates of apprentices shall be those specified in accordance with the apprenticeship program specifications and based on the specified percentage of journeyman wages. (See paragraph 10).

(c.) Foreman shall be paid not less than \$3.00 per hour more than the hourly rate of the highest Carpenter classification over which he has responsibility.

(d.) Welders shall receive a premium of \$1.00 per hour when performing any welding work.

### 4. RESIDENTIAL, LIGHT COMMERCIAL WAGES

Wage rates on residential and light commercial projects shall be based upon 80% of the rates specified for commercial carpenters. This shall include work meeting of any of the following criteria: (1) a residential wood frame project of any size; (2) work classified as Type III, Type IV or Type V construction; and (3) any wood frame project of four stories or less.

This reduced wage rate shall not apply to institutional type buildings such as public or private schools, hospitals, libraries, museums, or post offices or other similar structures whose construction entails construction specifications or fire ratings which exceed that normal for the typical Type III, IV or V building. Any dispute regarding whether a particular building is covered by this provision shall be resolved by the Union's Contract Administrator and the designated representative of the UGC. A building classified as Type II, IV or V shall be presumptively covered unless the designated individuals agree otherwise.

Section 1811 of the Master Labor Agreement shall not be applicable to work performed pursuant to this paragraph.

### 5. PUBLIC WORKS PROJECTS COVERED BY THE DAVIS-BACON AND RELATED STATUTES OR THE CALIFORNIA LABOR CODE SECTION 1720 ET. SEQ.

(a.) In the event that the Employer bids and contracts for a public job or project by a federal, state, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established by the California Department of Industrial Relations or the Secretary of the United States Department of Labor, the predetermined or prevailing wage rate established for the project shall be adopted as the wages required to be paid under this Agreement for the project only.

(b.) If there is an increase in fringe benefit contributions during the life of the project the fringe benefit increase will apply.

### 6. FRINGE BENEFIT CONTRIBUTIONS

Contractors will be obligated to make the following fringe benefit contributions for all hours worked by Building carpenters in San Diego County.

Pension . . . . .	\$5.66
Health and Welfare . . . . .	\$8.00
Annuity . . . . .	\$2.00
Vacation/Supplemental Dues. . . . .	\$8.31
Apprenticeship. . . . .	\$0.67
Grievance. . . . .	\$0.03
Cooperation Committee . . . . .	\$0.05
Partnership for Jobs. . . . .	\$0.05

These rates may be increased by allocating a portion of any future wage increase to contributions.



To take advantage of these contribution rates, the Contractor must notify the Trust Fund in writing that it has a job commencing in San Diego County by the 15th of the month prior to the start of work, unless the contractor is already receiving reporting forms with the San Diego contributions rates.

## 7. APPRENTICESHIP WAGE RATES

### COMMERCIAL APPRENTICE CARPENTERS —BUILDING CONSTRUCTION

PERIOD	HOURS	PERCENTAGE	HOURS	BENEFIT CODE
1st Period	1000	45%	19.50	0
2nd Period	600	50%	20.97	0
3rd Period	600	60%	25.16	(1)
4th Period	600	65%	27.26	(2)
5th Period	600	70%	29.36	(3)
6th Period	600	75%	31.46	(3)
7th Period	600	80%	33.55	(4)
8th Period	600	90%	37.75	(4)
Journeyman		100%	41.94	(5)

### RESIDENTIAL APPRENTICE CARPENTERS

PERIOD	HOURS	PERCENTAGE	WAGE	BENEFIT CODE
1st Period	1000	45%	19.50	0
2nd Period	600	50%	19.50	0
3rd Period	600	60%	20.13	(1)
4th Period	600	65%	21.81	(2)
5th Period	600	70%	23.49	(3)
6th Period	600	75%	25.16	(3)
7th Period	600	80%	26.84	(4)
8th Period	600	90%	30.20	(4)
Journeyman		100%	33.55	(5)

### SAN DIEGO COUNTY CONTRIBUTION CODES:

**Code 0** Health and Welfare (\$4.00; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Cooperation Committee, Cooperation Committee/Partnership for Jobs and Grievance Fund

**Code 1** Annuity (\$1.00), Health and Welfare (\$8.00), Vacation/Supplemental Dues (\$8.31), Apprenticeship, Cooperation Committee, Cooperation Committee/Partnership for Jobs and Grievance Fund

**Code 2** Pension (\$1.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Cooperation Committee, Cooperation Committee/Partnership for Jobs and Grievance Fund

**Code 3** Pension (\$2.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Cooperation Committee, Cooperation Committee/Partnership for Jobs and Grievance Fund

**Code 4** Pension (\$3.75; for apprentices indentured prior to July 1, 2018 the contribution rate shall be \$5.66), Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Cooperation Committee, Cooperation Committee/Partnership for Jobs and Grievance Fund

**Code 5** Pension, Annuity, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Cooperation Committee, Cooperation Committee/Partnership for Jobs and Grievance Fund

### CARPENTER PRE-APPRENTICE

Pre-apprentice receives \$19.50 per hour plus receives supplemental dues contribution. This Supplemental Dues contribution shall be increased to correspond to the supplemental dues obligation of other carpenters under this agreement. Pre-apprentices may work a maximum of 500 hours before they must go into the apprentice program or be dismissed from the employers payroll. Pre-apprentices are not indentured apprentices and may not work on public works projects. See the appropriate Agreement for other restrictions on the use of pre-apprentices.

Apprentice rates or apprentice rates shall be maintained at the percentage called for in the Master Labor Agreement

and this Appendix. Percentages are calculated on the Journeyman rates contained in Paragraph 4 and 12.

**PLEASE NOTE:** All classifications have Vacation/ Supplemental Dues added to their wages, taxed, withheld and submitted to the Trust Funds.

## **DRUG AND ALCOHOL ABUSE PREVENTION AND DETECTION**

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

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises, in the Employer's vehicles, or while working on any site in connection with work performed under the applicable agreement. In addition, alcohol will not be allowed in the Employer's vehicles.

2. Employers may use an on-site Oral Fluid or Urine Test solely as a type of screen for new hires and for probable cause, post accident, follow-up, compliance or conformity testing procedure on current employees. The results of onsite Oral Fluid or Urine testing may not be used as a sole means to establish grounds for denial of employment or as cause for termination.

- The individual dispatched and being screened shall complete an on-site Oral or Urine screening consent form prior to the screening.
- The individual providing specimens for testing shall use standard universal precautions to prevent the spread of infectious disease. As a minimum, protection shall be the use of disposable latex gloves.
- On-site Oral or Urine testing procedures shall be conducted in a manner consistent with the product manufacturers' instructions. Test procedures shall be performed only by the person being tested in accordance with the product manufacturer's specifications.

- A member of management and a designated union representative can witness the on-site Oral or Urine Fluid screening.
  - When a dispatched individual successfully achieves a negative test result, from a substance testing perspective, this individual shall be considered eligible for employment.
  - When a dispatched individual receives an inconclusive test or positive result, the actual test plate, or photographic record of the inconclusive or positive test result, shall be retained by the individual employer for a minimum of sixty (60) days. These records shall be placed in a sealed envelope, signed by the tested individual, and shall be stored in a secure location separate from the individual's personnel record.
  - In the event of a non-negative test result, the individual shall be immediately referred to the nearest clinic for a standard drug or alcohol test as prescribed below. The results of the standard drug or alcohol test shall determine whether the designated employee is hired or retained by the employer.
3. All applicants or newly hired employees are subject to drug and alcohol screening at a facility certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) in accordance with the terms of this Memorandum. The Employer agrees to pay each applicant or employee who takes and passes the drug and alcohol test for all the time it takes to undergo the drug and alcohol screening up to a maximum of two hours travel time plus lab time.
4. Applicants not passing the drug and alcohol screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug and/or alcohol screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug and alcohol screen.
5. The Employer may require that an employee be tested for drugs and alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner and shall utilize the reasonable suspicion checklist and reporting form attached hereto as Attachment 1, or a comparable checklist. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take

a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

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

7. There will be no random drug and/or alcohol testing, including on-site Oral Fluid or Urine Testing, by the signatory Employer.

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

9. Drug screening shall be performed at a SAMHSA certified lab. A sufficient amount of a urine sample shall be taken to allow for an initial drug test and a drug confirmation test. The initial test will be by Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). The cutoff levels for both the initial test and confirmation test will be those established by the Substance Abuse and Mental Health Services Administration, as indicated in Attachment 2. Any diluted or delayed test shall be a presumed positive result, unless reviewed and overturned by the Medical Review Officer. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

10. Alcohol testing shall be performed at a SAMHSA certified lab using only approved evidential breath testing devices, or saliva alcohol screening devices listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List. All equipment shall have a quality assurance plan approved by the NHTSA and shall not be used in the event that the device does not meet specified quality controls.

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

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

13. If, as a condition of contract award or due to Federal, State, or Governmental Agency requirements, including but not limited to Federal D.O.T. commercial driver drug & alcohol testing requirements, an individual Employer is required to abide by or implement more stringent requirements than set forth in this Appendix, the individual Employer will notify the Union in writing of those requirements.

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

15. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Employer's application of this drug and alcohol abuse prevention and detection screening program.

16. This policy will become Effective July 1, 2018.

**Attachment 1**  
**Reasonable Suspicion Checklist**  
**and Reporting Form**

Date of Report \_\_\_\_\_

Date/Time period covered by Observation: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Supervisor(s): \_\_\_\_\_

Corroborating Witness: \_\_\_\_\_

**Physical Symptoms:**

(Provide explanation where appropriate)

- Flushed or Pale Face
- Dilated Pupils
- Constricted Pupils
- Glassy Eyes
- Bloodshot or Red Eyes
- Sniffles /Runny Nose
- Swaying, Wobbling, Staggering or Falling
- Dizziness
- Excessive Sweating in cool areas
- Smell of Liquor
- Chemical Order on Breath
- Burnt Rope smell on body
- Drowsiness
- Incoherent, Confused or Slurred Speech
- Apparent Insensitivity to Pain
- Reduced Reaction Time
- Poor Coordination
- Increased or Depressed Breathing
- Tremors
- Other \_\_\_\_\_

**Behavioral:**

(Provide explanation where appropriate)

- Antagonistic
- Restless
- Overreacts to Minor things
- Unusually Talkative /Rapid Speech
- Excessive Laughter or Hilarity

- Baseless Panic
- Withdrawn
- Rapid Mood Swings
- Irritable
- Combative
- Depressed
- Paranoid
- Other \_\_\_\_\_

**Work Symptoms:**

- Doesn't Follow Task Instructions
- Shows Disregard for Safety of Self & Others
- Exhibits Excessive Carelessness
- Appears Unable to Concentrate Fully
- Excessive Mistakes
- Unexplained Decline in Productivity
- Dangerous Behavior/ Needless Risk Taking
- Unable to Order Tasks
- Excessive Focus on Minute Details
- Unexplained and Frequent Absences from Work
- Forgetfulness
- Other \_\_\_\_\_

**Long Term Symptoms:**

- Complaints From Coworkers
- Excessive Work Absences
- Leaves Job Early for Variety of Reasons
- Arrives Late with a Variety of Excuses
- Generally Poor & Deteriorating Physical Condition
- Excessive Weight Loss
- Accident Prone
- Other \_\_\_\_\_

General Comments or Notes:

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

## Attachment 2 Testing Levels

Drug Group	Initial Test ng/ml	ion Test ng/ml
<i>Cannabinoids* (THC)</i>	50	15
<i>Cocaine Benzoylecgonine*</i>	150	100
<i>Amphetamines*</i>	500	250
<i>MDMA, MDA, MDEA Ecstasy</i>	500	500
<i>Opiates*</i>	300**	300**
<i>Propoxyphene</i>	300	300
<i>6-Acetylmorphine</i>	10	10
<i>Methadone</i>	300	300
<i>Phencyclidine* PCP</i>	25	25
<i>Benzodiazepine</i>	300	300
<i>Barbiturates</i>	300	300
<i>Alcohol</i>	>0.04% BAC***	>0.04% BAC***

\* Cut off values shall meet or exceed those established by SAMHSA's Mandatory Guidelines for Federal Workplace Drug Testing Programs.

\*\* Includes extended Opiates-Oxycodone, Hydrocodone and Hydromorphone

\*\*As per DOT

### Action

- Counseled No Further Action
- Referred to Drug Test
- Referred to Assistance Program