STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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San Francisco, CA 94142-0603

HOLIDAY PROVISIONS

FOR

CARPENTER AND RELATED TRADES

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

23-31-2
VB

MASTER LABOR AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

MILLWRIGHT EMPLOYERS ASSOCIATION, INC.

and

**SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS
ON BEHALF OF THE
THE DISTRICT COUNCILS AND LOCAL UNIONS IN THE
ELEVEN (11) SOUTHERN CALIFORNIA COUNTIES AFFILIATED WITH
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

This Agreement entered into this first day of **July 1998**, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Southern California Contractors Association, Inc. and the Millwright Employers Association, Inc. on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS, and the Southern California Conference of Carpenters for and on behalf of the District Councils and Local Unions in the Eleven (11) Southern California Counties 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.

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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 Joint Adjustment Board or the Impartial Chairman may assess penalties for violations of Paragraphs 805, 806, 807 or 808.

ARTICLE IX
Holidays, Payment of Wages, Meal Periods

901. HOLIDAYS

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

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

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

902. PAYMENT OF WAGES

902.1 All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular pay day 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.

902.2 When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record showing straight-time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name or social security number and the Employer's 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 (2nd) 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

MEMORANDUM OF AGREEMENT

by and between

the SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

AND

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.
BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC.
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.
MILLWRIGHT EMPLOYERS ASSOCIATION

Changes to the 1998-2002 Master Labor Agreement

06/14/02

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The Associated General Contractors of California, Inc. Building Industry Association of Southern California, INC., Southern California Contractors Association. Inc., Millwright Employers Association, Inc. (collectively referred to the "Associations") and the Southern California Conference of Carpenters ("Union") agree that the 1998-2002 Carpenters Southern California Master Labor Agreement will be modified as follows (new language is shown in bold, deleted language is show as a strikeout):

ARTICLE I shall be amended as follows:

1. 102.5.1 This Agreement shall cover all work in connection with self-supporting scaffolds ~~over fourteen (14) feet in height~~ or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling, **and the operation of all equipment used by the scaffold contractor, including lifts and other mobile equipment used in connection with this work.** Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the Carpenters.

2. 102.6.4 The provisions of Article I of this Agreement shall not apply to the manufacturing of identifiable standard manufactured commercial brand name forms such as UNIVERSAL, SYMONDS or similar type forms. **Carpenters shall assemble and install such forms on the jobsite.**

3. 108 Insulation installation work, which is covered in this Article, shall be performed under all of the terms and conditions of the Insulation Agreement between the Contractors and the Southern California Conference of Carpenters. (See Appendix C to this Agreement). **Also covered is the installation of firestop materials and all related work. Such work may be performed pursuant to the Firestop Agreement. Article V, Section 503 shall not apply to firestop work.**

4. Section 113 shall be deleted in its entirety and subsequent paragraphs shall be renumbered as appropriate.

5. Add as a new Section 111 (or in another appropriate position and renumber paragraphs) the following section:

   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.

6. Add as a new Section 111 (or in another appropriate position and renumber subsequent paragraphs) the following sections:

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

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ARTICLE IX shall be amended as follows:

7 Add as a new Section 904 the following:

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

ARTICLE XII shall be amended as follows:

8. Section 1205 shall be deleted and replaced with the following:

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

ARTICLE XIV shall be amended as follows:

9. The term of the Agreement shall be July 1, 2002 through June 30, 2006, and these dates shall be reflected wherever appropriate throughout the Agreement.

ARTICLE XVI shall be amended as follows:

10. 1602.1 Eight (8) consecutive hours, exclusive of meal period, between ~~7:00 a.m.~~ 5:00 a.m. and 5:00 p.m., shall constitute a days work. Forty (40) hours, Monday ~~7:00 a.m.~~ 5:00 a.m. through Friday 5:00 p.m., shall constitute a weeks work.

11. 1611.3 Increase amount of reimbursable room costs to $45.00

ARTICLE XVI shall be amended as follows:

12. Wage increase for all classifications*:

2002	**$1.52 (Includes an additional ($0.01) each to the Industry Advancement Fund and the Contract Administration Fund**
2003	$1.50
2004	$1.50
2005	$1.50

Increases to be allocated by Union, change all affected provisions in MLA to reflect increase, i.e., Attachment I, Article III, Article XVIII, Apprenticeship Schedules

* (Increase for Scaffold Builders and Fence Builders to be determined by outcome of negotiations with those employers)

13. 1801 Increase foreman differential to $2.00 over the hourly rate of highest carpenter classification over which they have responsibility. This shall also apply to Piledriver foreman which is listed as a separate wage classification.

14 Revise 1808 to increase premium for certified welder to $1.00 per hour. This change shall also apply to Appendix A and B and any other section which references certified welders.

15. Delete 1812 in its entirety to eliminate the $2.00 differential for San Bernardino and Riverside County. The 35 hour cap contained in 1811 will continue to apply to Riverside and San Bernardino Counties.

OTHER AMENDMENTS

16. Amend various Appendices, including Appendices A, B and G to reflect changes negotiated with the employers or employer groups representing those contractors performing that specialized work.

17. Add a new Section in an appropriate location the following language:

JOB REGISTRATION

Section 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.

Section 2. In the event an employer takes over the performance of the contract covered by the terms of this Agreement for 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.

18. The Union will develop a program to assist contractors in tracking the various certifications required of it's carpenters and both the union and the Associations (and their members contractors) will work on programs to encourage all carpenters to upgrade their skills and obtain certifications. If contract language is needed regarding this subject it will be added to the Agreement. The parties will continue to discuss these issues.

19. The Memorandum of Understanding on Drug Abuse Detection and Prevention will be amended to allow on site screening consistent with SAMSHA standards to be used as part of the drug testing procedure.

Dated _____

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Memorandum of Agreement between the
Southern California Conference of Carpenters and the
AGC of California, Inc., BIA of Southern California, Inc., SCCA, Inc. and MEA
July 1, 2002 - June 30, 2006 MLA
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The UBC Committee recommended an additional one cent ($0.01) contribution per hour to the Contract Administration Fund and an additional one cent $0.01 per hour contribution for the Industry Advancement Fund. In addition, each fund can be increased by an additional one cent ($0.01) per hour if needed during the term of the agreement.

Associations:

Associated General Contractors of California, Inc.
Building Industry Association of Southern California, Inc.
Southern California Contractors Association, Inc.
Millwright Employers Association

8/2/02

Clair McChristy signing on behalf of Thomas T. Holsman — Date

For the Union:

Southern California Conference of Carpenters

8/6/02

Gordon K. Hubel signing on behalf of Douglas J. McCarron — Date

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