STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
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ADDRESS REPLY TO:
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HOLIDAY PROVISION

FOR

MODULAR FURNITURE INSTALLER (CARPENTER)

IN

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

MEMORANDUM AGREEMENT

for

MODULAR FURNITURE SYSTEMS INSTALLATION

BETWEEN

SOUTHWEST ASSOCIATION OF MODULAR FURNITURE INSTALLERS

AND

SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS

2005-2006

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Aug-01-2005 10:58am From-SCCC 2135323735 T-943 P.002/012 F-421

by the requirements of the job.

I. Carpenter Steward: In conjunction with Article VII of the Master Labor Agreement, the carpenter Steward, if any, shall be a working employee, covered by this agreement, appointed by the Union. The Union shall notify the Employer in writing of the name of the Carpenter Steward.

When necessary, certain job sites may require a designated steward for the duration of the job. The Union may also appoint a Regional Steward who will have continuous company-wide responsibilities that promote harmony between the Union and the Employer. The Regional Steward shall remain with the employer from job to job as long as there is work available which he is capable of performing. The Steward shall be allowed sufficient time to conduct regular Union business related to the terms of this Agreement. The Steward shall not be terminated or denied overtime solely because of his designation as Steward. The Employer shall, whenever possible, give the Union seventy-two hours (3 working days) notice prior to either terminating the Steward or temporarily placing him on inactive status. A representative of the Union may investigate the reason, and the matter may be referred to the Independent Contractors Carpenters Grievance and Arbitration procedure.

To promote harmony between the Union and the individual Contractor, the Carpenter Steward shall not stop the Contractor's work for any reason or tell any workman or any employee covered by this Agreement that he cannot work on the job, nor shall the steward initiate any physical altercation with any person on the jobsite.

j Overtime will be based on California law as it exists as of July 1, 2004. Overtime will be paid for all work in excess of 8 hours in any one 24 hour day and for work on the sixth consecutive day at the rate of 1 ½ time the employees regular rate of pay, Double time will be paid on the seventh consecutive day of work and for any work in excess of twelve hours in any 24 hour period.

k. Veteran's Day will not be recognized as a holiday under this Agreement, it will be replaced by President's Day.

6. TRAINING PROGRAM

The Employers and the Union, recognizing the need for a skilled work force, shall utilize the approved Apprenticeship and Training programs currently provided by the Carpenter Joint Apprenticeship and Training Committee in full compliance with the Shell-Maloney Act of the State of California.

Upgrades: A trainee upgrade shall occur every six (6) months from his/her start date, provided the trainee has completed six hundred (600) hours of work since the last upgrade. If an upgrade results in a change in fringe benefits, that change will be put into effect as of the first of the next month.

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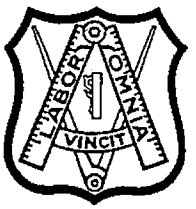
SOUTHERN CALIFORNIA

MASTER LABOR AGREEMENT

between

UNITED GENERAL

CONTRACTORS, INC.

2002  **2006**

and 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

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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 Agreement, 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
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veterans Day
6. Thanksgiving Day
7. Day after Thanksgiving Day
8. Christmas Day

If any of the above holidays should fall on Sunda the Monday following shall be considered a legal holida Work on such days shall be paid for at the holiday overtim rate provided herein. No work shall be performed on Labo Day except in case of extreme urgency when life or property i 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 (1/2) 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 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