STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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ADDRESS REPLY TO:
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SCOPE OF WORK 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

RECEIVED
Department of Industrial Relations

AUG 01 2005

Div. of Labor Statistics & Research
Chief's Office

It is agreed between the Southwest Association of Modular Furniture Installers, on behalf of its member contractors, hereinafter called "Contractor," and the Southwest Regional Council of Carpenters and its affiliated Local Unions in the Twelve (12) Southern California Counties; namely, Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, Mono, and San Diego, and the States of Nevada, Arizona and Utah, hereinafter called the "Union," in consideration of services performed and to be performed by carpenters for the Contractor, as follows:

1. PURPOSE / RECOGNITION

The Contractor recognizes the Union as the representatives of all employees performing work covered by this Agreement. The Contractor and the Carpenters Union expressly acknowledge that on the Contractor's current jobsite work, the Carpenters Union has the support of a majority of the employees performing work covered by this Agreement. The Union has demanded and the Contractor has recognized the Carpenters Union as the majority representative of its employees performing work covered by this Agreement. It is also acknowledged that the Union has provided, or has offered to provide, evidence of its status as the majority representative of the Contractor's employees. By this acknowledgment the parties intend to and are establishing a collective bargaining relationship under Section 9 of the National labor Relations Act of 1947, as amended. The bargaining unit established by this Agreement and the Master Labor Agreement is accepted by the parties as an appropriate unit for collective bargaining purposes.

2. SCOPE OF WORK

a. This Agreement shall cover the detailing, handling, assembly, installation, disassembly, removal and relocation of all types of manufactured Modular office furniture systems and all accessories, including Full Wall (floor to ceiling) demountable systems, (prefabricated and sold as modular wall systems).

Also covered by this Agreements the installation of all types of modular and other types of shelving units, file cabinets, and mobile filing units (mechanical or electrical).

b. The Contractor shall recognize the jurisdiction of the Union, and the parties hereto agree to be bound by the following work jurisdiction including, but not limited to:

The transportation, loading and unloading by any means, stock-piling, distribution to point of erection, carrying, handling, warehousing, uncrating, installation, and/or staging of all office, commercial industrial, institutional, and hotel furniture, furniture systems, furnishings, etc., including (but not limited to) all component parts regardless of their materials or method or manner of installation, attachment or connection and all work in connection with the assembly and installation or disassembly and relocation, scrapping of all materials and all clean-up. 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.

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Also covered by this Agreement is the handling and installation of all U L Listed components that by specific design are plug-in, snap in or put on, as well as telephone, computer, communications and data processing cabling components.

This Agreement will not apply to employees who work exclusively as warehousemen or truck drivers.

c. The Contractor agrees that any work set forth in this Agreement, performed by or for the Employer, shall be assigned by the Employer to employees covered by this Agreement and represented by the Union.

d. All other work that is covered by the Carpenters Master Labor Agreement or the Drywall/Lathing Master Agreement that is performed by the Contractor at the jobsite shall be performed under the terms and conditions of the Carpenters Master Labor Agreement or the Drywall/Lathing Master Agreement, as appropriate.

3. MASTER LABOR AGREEMENT / TRUST FUNDS

a. The Contractor agrees to comply with all the terms, including wages, hours and working conditions and rules as set forth in the Agreement referred to as the Southern California Master Labor Agreement between United General Contractors, Inc. and United Brotherhood of Carpenters and Joiners of America, dated July 1, 2002, and any renewals or subsequent Master Labor Agreements, and the Agreements establishing: (1) the Southwest Carpenters' Health and Welfare Trust, dated February 8, 1955; (2) the Southwest Carpenters' Pension Trust, dated September 14, 1959; and (3) the Southwest Carpenters' Vacation Trust, dated April 1, 1962. For work in the States of Arizona, Nevada and Utah the appropriate local Master Agreement will apply and is incorporated herein by reference.

b. Except as specifically excluded, modified or superseded by this Memorandum Agreement, such Master Labor Agreements and Trust Agreements are specifically incorporated by reference and made a part of this Memorandum Agreement. For work covered by this Agreement, there will be a 35 hour per week cap (except for vacation/supplemental dues).

c. The Contractor agrees to pay to the Southwest Carpenters' Health and Welfare Trust, the Southwest Carpenters' Pension Trust, and the Southwest Carpenters' Vacation Trust, the sums in the amounts and manner provided for in the Master Labor Agreement and further agrees to be bound by the Trust Agreements and the Rules and Procedures adopted by the Trustees of the Funds referred to herein, and all amendments, modifications, extensions and renewals thereto.

d. The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Southwest Carpenters Health and Welfare Trust Agreement, the Southwest Carpenters Pension Trust Agreement, and the Southwest Carpenters' Vacation Trust Agreement, as his attorney-in-fact, for the selection, removal and

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