STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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SCOPE OF WORK PROVISIONS

FOR

FENCE BUILDER (CARPENTER)

IN

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

2003-2006
SOUTHERN CALIFORNIA

CARPENTERS-FENCE CONTRACTORS AGREEMENT

RECEIVED
Department of Industrial Relations
AUG 01 2003
Div. of Labor Statistics & Research
Chief's Office

Aug-01-2003 03:10pm From-SCCC 2135323735 T-464 P.002/015 F-043

This Collective Bargaining Agreement is made and entered into this 1st day of July, 2003 by and between **C & W CONSTRUCTION SPECIALTIES, INC.** referred to as "Employer" or "Contractor" and the **SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS** and its affiliated Regional Council and Local Unions in the Twelve (12) Southern California Counties affiliated with the United Brotherhood of Carpenters and Joiners of American, hereinafter referred to as the "Union".

ARTICLE I
RECOGNITION

The Employer, engaged in the fence building industry, employing members of the Union in the preparation, manufacture, installation and finishing of fences, hereby recognizes the "Union" as the majority representative of its Employees in the bargaining unit consisting of those Employees of the Employer who are engaged in the installation, manufacture, delivery, construction, erecting, milling and preparation of fences.

The Employer and the Union desire to establish and maintain uniform conditions of employment for the fence building industry for the area covered by this Agreement, and the Employer desires to procure skilled Employees for the work which it performs in the area and scope of this Agreement from Union hiring halls operated in accordance with the provisions of this Agreement; and both parties to this Agreement desire to establish uniform rates of pay, hours of employment, sound working conditions and fringe benefits for the Employees employed by the Employer covered by this Agreement, and establish an orderly method of adjustment of disputes and promote the mutual interest of the parties signatory hereto.

ARTICLE II
AREA OF AGREEMENT

This Agreement shall apply to all of the work performed by the Employees of the Employer within the geographical area known as the Twelve Southern California Counties area, consisting of the counties of Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, Mono and San Diego Counties, and all the off shore channel islands.

ARTICLE III
COVERAGE

1. This Agreement shall apply to and cover all Employees of the Employer in the bargaining unit set forth above, excluding supervisorial, managerial and clerical employees as defined in the National Labor Relations Act. All other Employees of the Employer working with the tools, machinery or material of the Employer shall become and

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remain members of the Union, subject to the provisions of this Agreement as set forth hereinafter.

2. This Agreement shall cover work performed at the jobsite on the construction and erection of fences including: The installation of all forms of wood, wire and metal fencing including chain link, V-mesh, rectangular and square mesh fabrics. Post, wire and cable revetments and to the driving of posts which will operate as a fence. Installment of wire cages, window guards and safety screens, interior and exterior. All screens including panels of metal, fiberglass, glass or synthetic materials, metal corrals, pens, runs or enclosures. Metal beam and wood post guard rail, road markers, street signs and temporary K-rail (specifically excluding slip form concrete barriers). Post and cable or chain fences, installation of metal recreational game equipment including swings, slides, climbing structure, basketball back stops, net posts and bars. Installation of metal gates and mechanical operators, hand railing, balcony railings where wire mesh, metal or wood panels are involved, flagpoles and street subdivision identification sign posts, flag pole and sign post foundations soundwalls of metal or precast concrete and cattle guards, forming and placing cast-in-place concrete barriers and walls.

3. All post hole drilling or driving, excavation, handling of materials and any other activities required to perform the work described above whether by manual or mechanical means.

4. The Contractor agrees concurrently with the signing of this Agreement to become bound to the 2002-2006 Carpenters-United General Contractors Master Labor Agreement and any successor Master Labor Agreement, which is specifically incorporated herein by reference. All the provisions of the Master Labor Agreement shall be applicable to the Contractor except as otherwise provided herein.

ARTICLE IV
UNION SHOP

As a condition of employment every Employee of the Employer within the bargaining unit shall be or become and remain a member in good-standing of the local union of the United Brotherhood of Carpenters and Joiner of America, AFL-CIO having jurisdiction over the area in which said Employee is employed. Present Employees who are members of the Union shall remain members of the Union in good-standing during their period of employment. New Employees shall become and remain members of the Union in good-standing upon completion of the thirty first (31st) day of employment if said Employee is engaged in non-construction jobsite work. New Employees who are engaged in construction jobsite work shall become and remain members of the Union in good-standing on the eighth (8th) day of their employment or the effective date of this Agreement, which ever is later. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable at such time to other applicants for membership in such Union.

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