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**Title: Arizona Chapter, Associated General Contractors of America, Inc. (Heavy & Highway Engineering Agreement) and Southwest Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America (UBC), (2005)**

**K#: 8961**

**Employer Name: Arizona Chapter, Associated General Contractors of America, Inc. (Heavy & Highway Engineering Agreement)**

**Location: AZ**

**Union: Southwest Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America (UBC)**

**Local:**

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K8961

HEAVY & HIGHWAY ENGINEERING

LABOR  
AGREEMENT

between the

SOUTHWEST REGIONAL  
COUNCIL OF CARPENTERS

and the

ARIZONA CHAPTER  
  
ASSOCIATED GENERAL  
CONTRACTORS OF AMERICA

July 1, 2005

Through

June 30, 2008

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## PREFACE

This Agreement is entered into this first day of July, 2005 by and between the members of the Arizona Chapter, Associated General Contractors, and any other individual employers or non-members who are signatory hereto, parties of the first part, hereinafter referred to as the "Employers"; and the Southwest Regional Council of Carpenters, and the Carpenters Unions who are members of said Council, including Carpenter Local 408 and Millwright Local 1914, hereinafter referred to as the "Union", parties of the second part.

## PURPOSE

It is the intent of the parties to set out uniformly standard working conditions for the efficient performance of construction in Arizona, herein to establish and maintain harmonious relations between all parties to the Agreement; to secure optimum productivity, and to eliminate strikes, lockouts or delays in the performance of the work undertaken by the Employer.

## ARTICLE 1

### COVERAGE OF AGREEMENT

101 - Employees Covered. This Agreement shall apply to all employees of the Employer employed to perform or performing heavy and highway construction work, which work is within the Union's recognized jurisdiction. This Agreement shall not apply to the Employer's executives, superintendents, assistant superintendents, civil engineers and their helpers, master mechanics, all supervisory employees such as timekeepers, messengers, guards and office workers.

102 - Work Covered. For purpose of this Agreement, heavy and highway work shall include the construction, modification, overhaul, repair, improvements and construction of incidental structures or operations on work including, but not limited to highways, streets, bridges, sewers, viaducts, storm drains, elevated highways, irrigation, drainage and flood control projects, pipelines, tunnels, shafts, aqueducts, canals, reservoirs, railroads or subways, power plants, refineries, airports, and factories, as well as all excavation, grading and similar operations which are incidental thereto. (This also includes all other work which has, by past practice or agreement between Arizona Chapter, AGC and the Union, been treated as heavy and highway construction work.)

103 - Management Rights.

103.1 - The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operation.

103.2 - The Employer will be the judge in determining the competency of applicants and employees with the right to hire, reject, or terminate accordingly and will be responsible for determining a fair day's work for employees covered by this Agreement.

103.3 - The Employer shall be the judge as to the number of employees, foremen, general foremen and other supervisors required to perform the work, and the number of employees to be assigned to any crew. Employees may be shifted from one (1) piece of equipment or operation to another as job conditions require.

103.4 - The selection of master mechanics, general foremen and foremen shall be entirely the responsibility of the Employer.

## ARTICLE 2

### PREVAILING RATES

201 - Prevailing rates are those rates listed in the Federal Davis-Bacon Specifications. However, if the Davis-Bacon rates are lower than the rates in this Agreement, then the rates of pay in this Agreement at the time a job or project is bid shall be the rates paid on that job or project. If a job or project has a duration of more than eighteen (18) months, the contractor and the Union will meet to discuss economic adjustments on any increase for the remainder of the job or project.

## ARTICLE 3

### SUBCONTRACTOR COVERAGE

301 - A Contractor or subcontractor is defined as any person, firm, corporation, broker or developer who performs, subcontracts, or is responsible for all or any part or portion of the construction work as described in Article 1 of this Agreement, at the site of construction.

301.1 - The purposes of this paragraph 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 rights of employees represented by the Union employed hereunder.

301.2 - Each Contractor agrees that he and his subcontractors on the job site will not subcontract any construction work to be done at the site of construction, alteration, painting or repair of a building structure or other work, as described in Article 1 hereof, except to a person, firm or corporation party to an appropriate, current labor agreement with the appropriate Union or subordinate bodies signatory to this Agreement, with the following exceptions:

301.2.1 - When there is no such subcontractor party to such an agreement available to do the work.

301.2.2 - When the requirements of paragraph 301.2 would produce a monopoly and preclude reasonable competition for the work.

301.2.3 - Where the workload of a signatory subcontractor or subcontractors is such as to preclude proper execution and completion of a job or project.

301.2.4 - Where compliance with the requirements of paragraph 301.2 would prevent the successful negotiation of a contract for construction with an owner.

301.2.5 - Where Contractors are required to comply with equal employment opportunity requirements, and subcontractors meeting such requirements are not a party to this Agreement.

301.3 - The validity of a Contractor's right to use any of the exceptions noted above shall be provided to the Union, upon request, within forty-eight (48) hours after receipt of said request.

301.4 - If the Contractors, parties hereto, shall subcontract construction work under the conditions set forth in 301.2.1, 301.2.2, 301.2.3, 301.2.4 or 301.2.5 above, the terms and said Agreement shall extend to and bind such construction site subcontract work, and written provisions shall be made in said subcontract for the observation by said subcontractor of the terms and conditions contained in this Agreement.

301.5 - If a Contractor subcontracts work herein negotiated for to a subcontractor not signatory to this Agreement, he shall be responsible in the event said subcontractor fails to comply with the terms and conditions contained in this Agreement.

301.6 - If a subcontractor not signatory hereto fails to comply with provisions of this Agreement, it is agreed that any and all such violations shall be chargeable to the Contractor dealing with such a subcontractor; such violations shall be determined solely in accordance with the provisions of Article 9, (Grievance Procedure), of this Agreement. Under no circumstances shall the Union signatory hereto seek to enforce any provisions of paragraph 301 through means other than through judicial enforcement including the grievance and arbitration procedures of this Agreement.

301.7 - The parties acknowledge that actual damages sustained by the Union and by the bargaining unit, as distinguished from damages to individuals, as a result of violations of this Article, would be extremely difficult to remedy or to ascertain with any degree of certainty. Therefore, upon a determination of a Contractor's responsibility for any such violation, such Contractor may be required to pay, as stipulated damages and not as a penalty, the sum of One Hundred Dollars (\$100) for each day the violation continued or occurred, in addition to any monies due any employee or for any employee benefits. Such stipulated damages shall be paid in equal amounts to each of the Trust Funds established pursuant to Article 12, (Health & Welfare), and Article 13, (Pension), in which the Union prosecuting the grievance participates.

301.8 - The subcontractor accepts and agrees to be bound by the plan for settlement of jurisdictional disputes, as outlined in Article 7, 701 of this Agreement, and as may be amended by the parties to this Agreement. The subcontractor agrees that he will bind any of his

subcontractors to said plan in the same manner and to the same effect as hereinabove provided with respect to him. He further agrees to accept and comply with any decisions rendered pursuant to provisions of Article 9, as mentioned above.

301.9 - In the event any subcontractor, party hereto, fails to pay the wages and fringe benefits contained in this Agreement, the general contractor shall be liable for immediate payment of all such items for a period of thirty (30) days prior to notification (and for the remainder of the job after notice). Such notification by the Union, accompanied by a prima facie evidence of such violation, shall be given the general contractor prior to the completion of the work under the subcontract.

301.10 - If a Contractor subcontracts work herein negotiated for to a subcontractor not a party to this Agreement under the exceptions listed in Article 3, 301.2, he shall be responsible in the event said subcontractor fails to comply with the terms of this Agreement specified above. Also, the Contractor shall require any such subcontractor to furnish the Contractor each week with a certified copy of the weekly payroll record showing names and Social Security numbers of persons performing any work under the subcontract coming within the jurisdiction of this Agreement, as negotiated for herein, and further showing the hours worked by such person, the rates paid, the total amounts earned and paid, including identification of items and amounts paid as reimbursements for expenses, or as allowances. Contractors shall retain such copies for at least one (1) year, and shall make copies available to the Union, party hereto, upon request.

#### ARTICLE 4

##### MARKET RECOVERY

401 - Market/Geographic Area Committee. The parties to this Agreement recognize the constantly changing nature of the industry with respect to certain market and/or geographic areas and the necessity of the individual employers to maintain competitive positions in those areas in order to protect and assure the continued work opportunities of the union employees covered by this Agreement. Therefore, the parties hereby establish a Market/Geographic Area Committee composed of one (1) representative of the Employer and one (1) representative of the Union. The Committee shall evaluate market or geographic area requests for changes or modifications believed necessary to meet competition and determine if adequate economic justification is present to support such a change or modification.

#### ARTICLE 5

##### CONTRACT SCOPE, MODIFICATIONS AND LIMITATIONS

501 - Limited Liability. Any breach of this Agreement by a party hereto shall not operate as a violation of this Agreement by any other party hereto.

502 - Separability. It is expressly agreed that in the event any provisions hereof be declared to be invalid by any court of competent jurisdiction, such invalidity shall not affect remaining terms and provisions, which shall remain in full force and effect.

503 - Qualifications of Agreement.

503.1 - Each of the parties hereto warrants and agrees that it will not take any action that will prevent or impede it in the full and complete performance of all conditions hereof.

503.2 - This Agreement shall supersede any and all prior Agreements between the parties signatory hereto and covering the work described in Article 1 hereof.

503.3 - This Agreement is complete and has resolved all collective bargaining issues between the parties for its duration except as defined in this Agreement.

## ARTICLE 6

### TERM, TERMINATION AND RENEWAL

601 - Effective Date. It is further agreed that the classifications, wage rates and working rules contained herein shall be applicable in the area for work covered by this Agreement and shall be effective on July 1, 2005, or as herein otherwise specifically indicated.

602 - Length of Agreement. This Agreement shall remain in effect from the date of July 1, 2005 through June 30, 2008. Either party desiring to terminate the Agreement or to change its terms shall notify the other in writing not more than one hundred fifty (150) days, not less than ninety (90) days prior to June 30, 2008. If such notice is not given, this Agreement shall be renewed for the period from July 1, 2008 through June 30, 2009, and from year to year thereafter until terminated at the end of a yearly period by notice in writing by either Party given to the other not more than one hundred fifty (150) days, nor less than ninety (90) days before the end of such yearly period.

## ARTICLE 7

### JURISDICTIONAL DISPUTES

701 - The Employer will use his best construction judgment in the assignment of work. There shall be no cessation or interference in any way with any work of the individual Employer by reason of jurisdictional disputes between an individual Union. Such disputes will be settled by the individual Union and the Unions themselves. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

## ARTICLE 8

### NO STRIKE - NO LOCK OUT

801 - Work Stoppages and Lockouts. During the term of this Agreement and except as specifically provided herein, there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by the Employer.

801.1 - The union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Employer's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility. The failure of the Employer to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

801.2 - The Union and Employer agree that there shall be no strikes, lockouts or interruptions of the disputed or other work on the job over jurisdictional disputes.

801.3 - The Union will not recognize any picket lines established by other crafts for any type of grievance, jurisdictional dispute or contract expiration during the course of this Agreement, including those between owners and unions involving operation personnel.

801.4 - Should any unauthorized picketing occur, it shall be a violation of this Agreement for any employee to honor such pickets. The Employer shall have the right to take immediate action to ensure the continuance of affected work and/or shut down any part or all of the work, and such action by the Employer shall not be a violation of this Agreement.

801.5 - Any worker participating in an unauthorized strike, work stoppage, slowdown or work disruption may be terminated by the Employer.

801.6 - It shall not be a violation of this contract or an unfair practice, and it shall not be a cause for discharge of any worker or workers who refuse to cross a lawful primary picket line.

801.7 - Cessation of work by employees shall not be a violation of this Agreement if it is solely to protest any of the following exceptions to this Agreement:

801.7.1 - If the Employer or subcontractor fails to provide or pay for Workman's Compensation or Unemployment Compensation coverage for his employees covered by the terms of this Agreement.

801.7.2 - If the Employer or subcontractor fails to abide by the Agreement as determine by a final and binding award entered pursuant to the grievance and arbitration procedure provided for

in this Agreement, and up to the time of the final and binding award the complaining party or parties have afforded themselves of all remedies of the grievance procedures, provided, however, that the Union expressly agrees that it will not engage in any but judicial action to secure the enforcement of any award finding a violation of paragraph 301, 301.10 (Subcontractor Coverage).

801.7.3 - Where an employee or employees covered by the terms of this Agreement are not paid at all or are paid by a check which is returned or otherwise invalid.

801.8 - As those violations described hereinabove, the Union and employees involved may strike or picket the Employer, where not statutorily prohibited, or it may, in its discretion, or as an alternative, file grievances which shall in all respect be processed and decided in accordance with the established grievance procedure.

802 - Non-compliance with Grievance Procedure.

802.1 - If any such action prohibited to the Union in Paragraph 801 above occurs and the Union is responsible therefore, the Union shall be liable in money damage to the Employer as determined by the grievance procedure provided for in Article 9 hereof.

802.2 - Nothing contained in this Agreement or any part thereof (except the provisions of Articles 301 and 801.3) shall affect or apply to the Union in any action the Union may take against the Employer who has failed, neglected or refused to comply with or execute any settlement or decision reached through the procedure for settlement of disputes under the terms of Articles 9 hereof.

## ARTICLE 9

### GRIEVANCE PROCEDURE

901 - Contractual Disputes.

901.1 - A grievance shall be defined as any dispute or disagreement over the application and interpretation of this Agreement. Any employee having a grievance with the Employer shall call the matter to the attention of the Employer within forty-five (45) days after the alleged grievance, or there shall be no action taken.

901.2 - The employee, and if requested, his union steward or representative, shall attempt to resolve the grievance with the Employer's designated representative on the job. If the matter cannot be resolved at the first level, the employee and/or the Union may appeal the matter to the second step.

901.3 - Within ten (10) days of the appeal, the Union Business Manager, or his designee, will meet with the Executive Director of the Arizona Chapter, Associated General Contractors and

attempt to resolve the grievance. If the grievance cannot be resolved at this step, it may be reduced to writing and appealed to arbitration.

901.4 - Once the case has been appealed to arbitration, the parties will attempt to mutually agree upon an arbitrator. If agreement cannot be reached within ten (10) days, the Federal Mediation and Conciliation Service shall be asked to provide the names of five (5) personal qualified to act as arbitrators. Each side will strike two (2) names, after a flip of the coin to determine who strikes first, and the remaining name shall be selected as arbitrator.

901.5 - Both sides agree to expedite the hearing of the grievance, to bear equally the costs of such hearing (except that each side shall bear the costs of their own expenses, including attorneys' fees if any), and to abide by the decision of the arbitrator, which shall be final and binding.

## ARTICLE 10

### EMPLOYEE TERMINATION

1001 - No Discrimination. The Employer may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Employer against any employee nor shall any such employee be discharged by reason of any union activity not interfering with the proper performance of his work, nor because of race, creed, national origin, age or sex. (For rules governing discharge of job steward, see Article 16).

1002 - Reference to Gender. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees if applicable.

1003 - Termination Slips. The contractor shall furnish and complete termination slips for any employee who is terminated, showing the reason therefore, giving one (1) copy to the employee, returning one (1) copy to the dispatching all at the time of termination, and retaining one (1) copy for the company's records. In those instances where a termination notice is marked "NOT FOR REHIRE", that employee shall not be re-referred by the same dispatching hall to the Employer, or the same job or project, within one (1) year of such termination date (unless called by name). In the event the Employer does not comply with this paragraph, the employee shall be considered eligible for rehire.

## ARTICLE 11

### INSURANCE, TAXES AND PAYROLL RECORDS

1101- Insurance and Taxes. Employers shall carry insurance and pay appropriate taxes as required by federal, state and local laws and/or regulations.

1102 - Payroll Records. Employers agree that each employee shall be given, with each check, a detachable statement showing the employee's name or identification number, straight time hours

worked, overtime hours worked, payroll period covered, gross amount earned, social security tax, withholding tax and other deductions itemized. An Employer found to have maintained incorrect payroll records for the purpose of avoiding proper wage payments, shall be considered in gross violation of the Agreement.

## ARTICLE 12

### HEALTH AND WELFARE

1201 - 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 Article 18 to the Southwest Carpenters Health and Welfare Trust.

1201.1 - The Contractor may make voluntary contributions on behalf of the craft superintendents or assistant craft superintendents, as they are defined in the exclusion clause of Appendix A101.1 of this Agreement, in the amounts and manner to be determined by the Trustees.

1202 - 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 employee's 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.

1202.1 - 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 period involved in the audit.

1202.2 - In case a Contractor, thus audited, fails to comply with the provisions of this Article, and where a Contractor or subcontractor is delinquent in the payment of fringe benefits in accordance with the provisions of the relevant trust documents applicable thereto; provided that no exception from the no-strike provisions of this Agreement shall be available to any Union who seeks to enforce payments of delinquent contributions for fringe benefits by economic action unless the appropriate Union has first given the delinquent Contractor or subcontractor and any General Contractor involved and the Executive Secretaries of the Contractor Associations signatory hereto five (5) days (exclusive of Saturdays, Sundays and Holidays)

notice of the delinquency. Notice of delinquency may be satisfied by telephone or mail, or personally or government delivered. Telephone notice shall be followed by mail confirmation.

1203 - 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 1202, 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 & Welfare Trust.

1204 - Any Contractor shall make available to the Board of Trustees, upon its request, a copy of his Quarterly State Tax Return.

1205 - The Board of Trustees may authorize the attorneys for the said Trust to sue and attach in connection with delinquent accounts.

## ARTICLE 13

### PENSION

1301 - 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 Article 18 to the Southwest Carpenters Pension Trust.

1301.1 - The Contractor may make voluntary contributions on behalf of the craft superintendents or assistant craft superintendents, as they are defined in the exclusion clause of Appendix A101.1 of this Agreement, in the amounts and manner to be determined by the Trustees.

1302 - The audit procedures of Paragraphs 1202, 1203, 1204 and 1205 are incorporated in this Article by reference.

## ARTICLE 14

### APPRENTICESHIP AND TRAINING

1401 - Purposes. In recognition of the necessity of training skilled craftsmen in the Carpentry trade; and in recognition of the responsibility of the Carpenters' Union, Contractors and skilled journeymen carpenters, members of the United Brotherhood of Carpenters and Joiners of America, for the preservation of the status of the Carpentry trade; and in further recognition of the need for skilled craftsmen within the jurisdiction of the Carpenters' Union to preserve the American way of life, the dignity of the individual and the free enterprise system; it is therefore mutually agreed that a Carpenters' Joint Apprentice Program is hereby adopted, subject to the following terms and provisions:

1402 - Programs.

1402.1 - The Contractors and Union recognize the need for apprentice training and to this end the apprentice in each of the trades employed shall be in conformity with the applicable State and Federal laws governing apprenticeship programs. The apprenticeship standards of the trades, which have been approved and agreed to by the authorized representatives of the Contractors signatory hereto and the authorized representatives of the Union signatory hereto, and hereby referred to and made a part of this Agreement.

1402.2 - Recognizing that our industry desires to utilize minority manpower in our Apprenticeship programs, the Parties hereto have established pre-apprenticeship training programs which shall be implemented by the Apprenticeship coordinators with the full cooperation of both the Unions and the Contractors.

1403 - Continuous Programs. The Joint Apprentice or Training Program shall enroll the number of apprentices that the industry can supply employment for.

1404 - The Contractor shall make hourly contributions in accordance with the terms and provisions of the Agreement referred to as the Master Labor Agreement between United General Contractors, Inc. and the United Brotherhood of Carpenters and Joiners of America, dated July 1, 1992, and any renewals or subsequent Master Labor Agreements, and the Agreements establishing the Southwest Carpenters Training Trust, dated May 1, 1960, and any amendments, modifications, extensions, supplementations and renewals of such Agreements and the Trust Agreements and any agreements establishing other benefits or plans negotiated by the Carpenters Unions and the Contractor Association signatory to such Master Labor Agreement.

1405 - The Contractor agrees to pay the Southwest Carpenters Training 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, By-Laws and Rules and Procedures adopted by the Trustees and Directors of the Trust Funds and Committee referred to herein, and all amendments, modifications, extensions and renewals thereto.

1405.1 - For purposes of convenience only, a schedule of such contributions is set forth in Article 18 of this Agreement.

1405.2 - The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Agreement establishing the Southwest Carpenters Training Trust, as his attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Master Labor Agreement, Trust Agreements and By-Laws.

1405.3 - The parties hereto agree to exercise their best efforts to implement the merger and/or consolidation of the various Carpenter and Lather Trust Funds now existing, consistent with applicable laws, fiduciary obligations of trustees, good accounting and actuarial practices.

1406 - Upgrading Program. The parties agree to mutually take steps, including amending the Trust and/or Standards, to allow for a Journeyman upgrading program, the cost of which shall be included in the above contribution rates.

1407 - Participation. Nothing contained herein shall be construed to prevent any person from participating in or enjoying the benefits of this program because of his non-membership in the Carpenters' Union.

1408 - Executive Director. The Joint Committee will employ an Executive Director who shall be the administrative officer charged with carrying out the policies of the Committee. The Executive Director shall be selected by both the management and labor representatives serving on the Joint Committee and shall be subject to the direction of the entire Committee. His duties shall include the supervision and direction of the coordinators and other staff personnel.

1409 - Coordinators. The Joint Committee, upon recommendation of the Executive Director, will employ coordinators in sufficient numbers to carry out the policies of the Committee or Committees and all said coordinators shall be members in good standing of the UBCJ of A. The coordinators will work under the direction of the Executive Director.

1410 - Training. It is recognized that the Joint Committee has complete control and direction of the on-the-job and related class training of all apprentices in the carpenter trades in accordance with the Joint Apprenticeship Standards.

1411 - Apprentices. Apprentice rates shall be based on Journeyman scale, and effective July 1, 2005, progress shall be at the following rate:

1st	6 months	750 Hrs.	60% of Jry. rate
2nd	6 months	750 Hrs.	65% of Jry. rate
3rd	6 months	750 Hrs.	70% of Jry. rate
4th	6 months	750 Hrs.	75% of Jry. rate
5th	6 months	750 Hrs.	80% of Jry. rate
6th	6 months	750 Hrs.	85% of Jry. rate
7th	6 months	750 Hrs.	90% of Jry. rate
8th	6 months	750 Hrs.	95% of Jry. Rate

1411.1 - FRINGE BENEFITS:

Health & Welfare	3.95
Pension	1.11
Apprenticeship	0.36
Labor/Management Coop. Fund	0.05

Apprentices will not have pension contributions paid on their behalf until the start of their 5th 6 months classification. All registered apprentices shall receive health & welfare contributions paid on their behalf upon employment. All registered Apprentices shall have the vacation

deduction taken from their hourly wage after taxes and sent to the Trust Fund with the Health & Welfare, Pension, Apprenticeship and L/M contributions.

1411.2 - Pre-apprentice Wage Rates: July 1, 2005 through 06-30-2008: \$9.50 per hour

No Pre-apprentices allowed on Davis-Bacon jobs. Pre-apprentice classification shall not exceed a six (6) month duration. Contractor, at his option, may advance a pre-apprentice into the Apprenticeship Program at any time.

1411.3 - FRINGE BENEFITS:

Health & Welfare	3.95
Pension	1.11
Apprenticeship	0.36
Labor/Management Coop. Fund	0.05

Pre-apprentices will not have pension or health and welfare contributions paid on their behalf. There will be no vacation deduction for Pre-apprentices.

VACATION: Vacation pay in the amount of fifty cents (\$0.50) per each hour paid is to be deducted from the employee's wages after all taxes are deducted and remitted in compliance with the provisions of Article 15. There will be no vacation deduction for Pre-apprentices.

CHECK-OFF: Check-off in the amount of sixty cents (\$0.60) for Journeyman and Apprentices and five cents (\$0.05) for Pre-apprentices per each hour paid are to be deducted from the employee's wages after all taxes are deducted and remitted in compliance with the provisions of Article 15.

1412 - Ratios. On the basis of company work force (not on a job-by-job basis) 30% of the employees represented by the Union may be a combination of pre-apprentices and apprentices. It shall be compulsory with each individual Contractor who employs five (5) or more journeymen covered by this Agreement to employ a minimum of one (1) apprentice. Apprentices must be at all times under the direction of a competent journeyman of their respective craft.

ARTICLE 15

VACATION SAVINGS FUND

1501 - The parties have established a Southwest Carpenters Vacation Trust. Each Contractor shall make payments in the amounts designated in Section 1501.1 of the Southwest Carpenters Vacation Trust.

1501.1 - Effective July 1, 2005, Contractors shall pay the sum of one dollar and six cents (\$1.10) per hour for each hour worked by employees covered thereby to Trustees of the Southwest Carpenters Vacation Trust. The amount of fifty cents (\$.50) per hour for vacation and sixty cents (\$.60) per hour for check-off dues is incorporated in the wage rates set forth in the wage rate section. The one dollar and six cents (\$1.10) per hour contribution should be deducted from the employee's pay due after all applicable taxes have been withheld and forwarded in the manner established by the signatory parties hereto.

1502 - 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 employer's payroll period during which such work is performed or paid for, but the full per-hour payments shall be transmitted to the Plan.

1503 - The provisions of Paragraphs 1202, 1203, 1204 and 1205 are incorporated into this Article by reference.

1504 - Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum of sixty cents (\$0.60) per hour or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid as outlined in Article 18 to this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing July 1, 2005 as Check-off Dues. In implementing the foregoing, the Carpenters Southern California 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 moneys.

1505 - Said Check-off Dues shall be transmitted to said Agent concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Carpenters Vacation Savings and Holiday Plan (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 bank 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 bank 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 Check-off 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 16

### GENERAL WORKING RULES

1601 - Single Shift Hours. Five (5) consecutive days of eight (8) consecutive hours, exclusive of meal period, Monday through Friday inclusive, shall constitute a week's work at straight-time rate.

1601.1 - At the beginning of a job or project, starting times for that project (or specific unit of the project) shall be established by the Employer.

1601.2 - If for some reason those starting times are to be changed, employees affected must be given notice of change of work shift before the end of their work shift preceding this change.

1602 - Special Shift. All work performed on Sunday shall be paid at the time and one-half (1 1/2) rate, except that straight time may be paid in those situations where special circumstances such as a Specified Completion Date Contract, Calendar Day Contract, Design-Build Contract, A + B Contract, Special Shifts Contract, or other contractual requirements as outlined in bid specifications.

1602.1 - When work is performed under Section 1602, time and one-half (1 1/2) will be paid after twelve (12) hours worked per day, provided that the Carpenters are given a ten (10) minute break at the tenth (10th) hour.

1603 - Overtime Provisions.

1603.1 - All work performed in excess of ten (10) hours per day, or forty (40) hours per week, shall be paid at the rate of time and one-half (1 1/2), except for emergencies beyond the control of the contractor such as, but not limited to, acts of God, pending inclement weather, municipal ordinances and bid specifications as outlined in Section 1602.

1603.2 - Sundays and holidays shall be paid at the rate of time and one-half (1 1/2), except as outlined (for Sundays) in Section 1602.

1604 - Meal Period. An employee will be afforded an unpaid thirty (30) minute lunch period between the third (3rd) and sixth (6th) hour of the shift. Workmen may work six (6) hours before taking a lunch break provided the employer allows a 10-minute break period that may be staggered anytime after two (2) hours from the beginning of the shift. The break may be staggered amongst the crew(s) or individual carpenters. If workmen are required to work continuously for more than six (6) hours without an opportunity for a lunch period, they shall receive overtime pay for work after the six (6) hours at the overtime rate until opportunity to take a thirty (30) minute lunch period is afforded, after the first reported offense.

1605 - Predesignated Starting Point. Workers shall report for work at an accessible predesignated starting point, as designated by the Employer.

1606 - Holidays. Holidays are Sundays, New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas. When any of these holidays other than Sunday fall on Sunday, the following Monday shall be observed as the legal holiday. No work shall be performed on Labor Day except when life or property is in danger. Appropriate holidays listed above will be celebrated in accordance with the Federal Monday Holiday Act. The Employer, at his sole discretion, may shut down operations for one (1) or two (2) weeks in conjunction with the Christmas Holiday for the purpose of operational efficiency. Such Employer decision will be communicated to the Union and to the employees at least forty-eight (48) hours prior to such shutdown. The Employer and the Union may mutually agree to other changes in the work schedule. The provisions of paragraph 1607.3 shall not apply.

1607 - Payment of Wages. All employees shall be paid on the job prior to quitting time on a designated weekly payday, set by the Employer, providing not more than five (5) working days can be withheld, except when working 4-10's, payment will be made on the last day worked for that week. Any gross violation of this paragraph shall be subject to the same penalties provided in 1607.1 hereof. When the designated weekly payday falls on any Holiday mentioned in Working Rule 1606, employees shall be paid on the day prior to that Holiday. The penalties of Section 1607.1 shall not apply where an individual employee has, in writing, given special directions to the Employer for the handling of wages due him and the Employer complies therewith.

1607.1 - Any employee laid off or discharged and who is not paid wages due him within his regular work shift shall be entitled to a lump sum penalty payment of thirty dollars (\$30.00) for each twenty-four (24) hour period or fraction part thereof elapsed time between the end of his last shift and the time he is paid in full, provided that the Employer shall not be obligated to pay off the man except during regular office hours.

1607.2 - When an employee voluntarily quits, he shall be paid in full not later than the next regular succeeding payday. Failure to pay an employee shall carry the same penalty as set forth herein for layoff and discharge.

1607.3 - It shall be considered a suspension of operations when an employee is no longer needed, but is given a definite date of return to work, and such date is two (2) or more normal working days hence, the employee if he so chooses, may request a reduction in force termination. In discharging an employer's obligation under this rule, where an employee cannot be readily located, the rule shall be satisfied where notice and/or check is mailed to the appropriate union office, bearing a timely postmark.

## 1608 - Pay Provisions.

1608.1 - Any employee reporting for work at the regular starting time and for whom no work is provided, through no fault of his own, shall be paid for two (2) hours' time at the stipulated rate. The employee shall remain at the job site for those two hours, if required by the Employer. This section is not applicable should inclement weather conditions preclude work being provided.

1608.2 - *Pay for Different Classes of Work.* Employees shall be paid at the rate their classifications call for except when it is necessary to transfer employees from one classification to another within the craft jurisdiction, whether the individual is a journeyman or an apprentice.

1609 - *Call Out Time.* If an employee is recalled for work outside his regular shift hours after he has left the job site, he shall be guaranteed two (2) hours' pay at the applicable rate. This rule shall also be applicable on Saturdays, Sundays and holidays.

1610 - *Equipment for Safety and Health.* The Employer shall furnish equipment necessary for protection of health and safety including sanitary facilities and potable drinking water (cold water in hot weather) pursuant to state and federal law. The Contractor shall supply carpenter welders with the following list of equipment; welding gloves, clear and dark lenses, respirators, sleeves, safety harness, and any other protective welding equipment as may be required. When welding on precast concrete, a welder will be afforded a second ten (10) minute rest period after the lunch period. This will not apply to welding metal deck forms on bridge construction.

1611 - *Signing of Forms.* Employees may be required to sign a form which contains the IRS Form W-4 (Employee's Withholding Exemption Certificate), Arizona Industrial Commission Form U-11 (Notice to Employees), Arizona Industrial Commission "Self Rater and Self Insurer Notice," and the Arizona Employment Security Commission Form ESC 3 (Notice to Employees) and Immigration Form I-9. No employee will be required, as a condition of employment, to sign any other papers or to reveal his past medical history or to submit to a physical examination unless required to do so by law or government regulations. The Employer has the right to require substance abuse testing.

1612 - *Job Access by Union Representatives.* The business agent or special representative shall have access to a project during working hours and shall make every reasonable effort to advise the Employer or his representative of his presence on the project. He shall not stop or interfere with work of any worker without the permission of the Employer or his representative. Where there is a security arrangement by the owner or the Employer on a job or project which involves persons entering the project being checked through a guarded gate or similar situation, arrangements for the business representatives to enter the project will be made.

## 1613 - Craft Job Stewards.

1613.1 - A steward shall be a working employee, appointed by the Union, who shall, in addition to his work, be permitted to perform his union duties during working hours. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow a steward a reasonable amount of time for the performance of such duties. The Union shall

notify the Employer or his representative of the appointment of each steward. It is recognized by the Employer that a person appointed steward should remain on the job until its completion, provided he is capable of doing the specific work involved. In no event shall the Employer discriminate against a steward or lay him off or discharge him on account of any action taken by him in the proper performance of his union duties.

1613.2 - The job steward shall not be terminated without just cause, except by consent of the Union, unless the job is completed. If a steward is to be terminated for a just cause, the Union shall be given two (2) working days, forty-eight (48) hours, advance notice together with reasons for termination.

1613.3 - When the Employer's work force on the job has been reduced to three (3) workers, and the steward's tenure of employment is less than that of one of the other employees and one of the other employees is eligible to act as steward, the Employer shall give two (2) full working days' notice to the Union, and the Union will either appoint a new steward from the remaining employees or relieve the Employer of his obligations under this Working Rule. Upon enlargement of the Employer's work force on the job, said steward shall be the first worker rehired, if available.

1613.4 - There will not be an excess of stewards on a job or project. Any question on such excess shall be submitted to the grievance procedure herein for resolution.

## ARTICLE 17

### CARPENTERS SPECIAL WORK RULES

1701 - Union Halls. Union halls shall be maintained at Phoenix, Tucson and Flagstaff. On the deletion of any of the above-mentioned Union Halls, or the addition of any non-named Union Halls, the Employer shall be given written notice.

1702 - Foremen.

1702.1 - A contractor shall have the right to select his own foreman or general foreman, subject to the dispatching rules of A100 hereof, and the Union shall in no way interfere with the foreman in the performance of his duties, as instructed by his employer. Foremen shall be permitted to work. When any workman in the trade is given foreman's responsibilities, he shall receive foreman's pay.

1703 - Hand Tools. Carpenters shall start a job with adequate and sharp tools. Tools shall be kept sharp at the Contractor's expense. If the Contractor subcontracts tool sharpening or conditioning of tools to any person, he will give first consideration to people represented by the United Brotherhood of Carpenters and Joiners of America. In addition to a carpenter's hand tools, a carpenter welder is required to have the following list of hand tools; a welding hood

(unless a specialty hood is required by the contractor), chipping hammer, pliers and allen wrenches.

1704 - Assembly of Tools. Employees being removed from payroll shall be allowed adequate time to assemble their tools and apparel.

1705 - The Contractor shall be responsible for the loss of hand tools that are securely stored on the jobsite in case of a physical break in or damage by fire, water, equipment, etc., up to the actual value of the tools, but not to exceed four hundred dollars (\$500.00) per individual, per incident. Reimbursement or replacement shall be made within a reasonable time. Employees shall not be removed from payroll due to lack of tools resulting from such loss, pending replacement or reimbursement. Replacement or reimbursement will be made on removal from payroll or in case of job completion. Tool check in and out may be required by the Contractor. The Contractor may supply a list of tools necessary for the employee to provide on the job.

## ARTICLE 18

### CARPENTER HEAVY & HIGHWAY WAGE RATES & CLASSIFICATION

Journeyman Effective 7/1/05 - \$1.10 increase, allocate \$0.25 to Health and Welfare, \$0.85 to wages (wage increase includes an additional \$0.04 allocated to Supplemental Dues per the Union's By Laws)

Effective 7/1/06 - \$0.95 increase, to be allocated by the Union/  
Effective 7/1/07 - \$0.95 increase, to be allocated by the Union.

CARPENTER WAGE RATES:	<u>07-01-05</u>
Journeyman	\$ 21.10
Carpenter Welder, Pile Driver, Non-Portable Power Tool Operator (such as, but not limited to, radial arm saws and table saws)	\$ 21.60
Certified Carpenter Welder**	\$ 22.10
Carpenter Foreman (\$1.50 above Journeyman rate)	\$ 22.60
General Foreman (\$1.00 above Foreman rate)	\$ 23.60

### APPRENTICE WAGE RATES:

Pre-Apprentice		9.50	
1st 6 months	750 Hrs	60% of Jry. rate	12.66
2nd 6 months	750 Hrs.	65% of Jry. rate	13.72
3rd 6 months	750 Hrs.	70% of Jry. rate	14.77
4th 6 months	750 Hrs.	75% of Jry. rate	15.83

5th 6 months	750 Hrs.	80% of Jry. rate	16.88
6th 6 months	750 Hrs.	85% of Jry. rate	17.94
7th 6 months	750 Hrs.	90% of Jry. rate	18.99
8th 6 months	750 Hrs.	95% of Jry. rate	20.05

The following fringe benefits are in addition to the Heavy & Highway wage rates for Carpenters:  
**Fringes - Effective 7/01/05:**

Health & Welfare	3.95
Pension (5th 6 mos. through 8th 6 mos.)	1.11
Apprenticeship	0.36
Labor/Mgmt. Coop. Fund	0.05

Pre-Apprentice classification shall not exceed a 6-month duration. Contractor, at his option, may advance a Pre-Apprentice into the Apprenticeship Program at any time. No Pre-Apprentices allowed on Davis-Bacon jobs.

Vacation pay in the amount of \$1.10 per each hour worked is to be deducted from all apprentices and Journeymen's wages after all taxes are deducted, and remitted in compliance with Article 15. All Pre-Apprentices will have a maximum probationary period of six (6) months. Apprentices will not have pension contributions made on their behalf until the start of their 5th 6 months classification. All registered apprentices shall receive health & welfare contributions paid on their behalf upon employment.

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\* The allocation of the increases for wages and benefits will be determined and notification given sixty (60) days prior to 7/01/06 and 7/01/07.

\*\* Carpenters with welding certifications on flat, overhead and vertical shall be paid at a rate of \$1.00 above the Journeyman Carpenter wage rate, when certification is required by the contractor or job specifications. If other certifications are required such as, but not limited to, stainless steel or mig and tig, then the carpenter certified on flat, overhead and vertical will receive an additional \$0.25 per hour, in addition to the \$1.00 per hour.

\*\*\*TBA-To Be Allocated

## ARTICLE 19

### PER DIEM PAY

1901.1

The following shall be classified as "A" Cities:

- Phoenix
- Tucson
- Flagstaff
- Yuma

The following zones shall apply to "A" Cities:

- Zone 1 0 - 70 miles 0
- Zone 2 71 - 100 \$25.00 per day
- Zone 3 101 and over \$35.00 per day

The following shall be classified as "B" Cities:

- Payson
- Show Low
- Prescott
- Parker
- Globe

The following zones shall apply to "B" Cities:

- Zone 1 0 - 50 miles 0
- Zone 2 51 - 100 miles \$25.00 per day
- Zone 3 101 and over \$35.00 per day

1901.2 - Workman's Residence - A bonafide local resident shall have a zone around his residence the same as an "A" city. The man or woman shall not be considered a bonafide local resident unless he meets the resident requirements of a qualified Arizona voter in the county and precinct in which he claims residence.

## APPENDIX A

A100 - Recognition and Dispatching of Workmen.

A101 - Coverage. (Refer to Section 102)

A101.1 - The Contractors hereby recognize the Union who is signatory hereto as the sole and exclusive collective bargaining representative of all employees of the Contractors signatory hereto over whom the Union has jurisdiction, as such jurisdiction is defined by the Building and Construction Trades Department of the American Federal of Labor-Congress of Industrial Organizations, as of the date of this Agreement, excluding executives, superintendents, assistant superintendents, civil engineers and their helpers, master mechanics, all supervisory employees such as general foremen, timekeepers, messenger boys, and office workers, except as otherwise herein covered.

A101.2 - Any Local Union, newly chartered by the United Brotherhood of Carpenters and Joiners of America during the term hereof, and to whom is assigned a work jurisdiction such as is covered by this Agreement, shall, if it elects so to do, notify the Contractor Association party hereto that it desires to become a Party to this Agreement; and shall thereupon likewise be recognized as an exclusive collective bargaining representative, and for all purposes after such notice it shall be deemed a Party to this Agreement.

A101.3 - The Union hereby recognizes the Contractor Association who is signatory hereto as the sole exclusive collective bargaining representative of their members who have designed said signatory Association as their representative. The Contractor Association signatory hereto shall keep the Union currently informed of any additions to their membership.

#### A102 - Hiring Hall Provisions.

A102.1 - The individual Contractors shall requisition all workmen who are to be employed in the bargaining unit from the local hiring hall of the Union having area jurisdiction of the particular craft or skill involved. The Union will immediately dispatch such workmen as have been requisitioned on a nondiscriminatory basis in accordance with the dispatching rules as stated in paragraph A104 hereof. However, it is understood and agreed that all such dispatching and the operation of any hiring halls that may be maintained by the Union shall be subject to, and shall be governed by, the following conditions:

A102.1.1 - Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, or on race, color, creed, national origin, sex or age.

A102.1.2 - The Contractors retain the right to reject any job applicant referred by the Union.

A102.1.3 - Employment shall be deemed to commence only upon acceptance by the Contractor. Provided however, if applicant is rejected, he shall be entitled to receive expense allowance and such other benefits as are herein provided. Provided further, that if such applicant shall at the time he first shows up for work at the project not be ready, able and willing to perform the work for which he has been referred, then and in such event, he shall not be entitled to any compensation hereunder.

A102.1.4 - Workmen shall not be referred to a Contractor not a party to this Agreement.

A102.2 - If the Union shall fail to furnish the requisitioned workmen within forty-eight (48) hours after the requisition is brought to the Union's notice, then and in that event, the individual Contractors may secure such workmen from any other source available. However, in such event, the individual Contractors will notify the Union immediately when such workmen are hired and shall make arrangements for proper referral.

A103 - Hiring Hall Violations. A Contractor who violates the provisions of this Section A100 as to proper referral shall not be entitled to protection of provisions of Article 9 of this Agreement. Such cases shall be settled by the Union Business Representative and the highest available top management of any Contractor concerned, and in no case shall such settlement be delayed longer than twenty-four (24) hours after said grievance arises, Saturdays, Sundays and other non-working days excepted. During such period, no work stoppage shall occur.

A104 - Dispatching Procedures. The following procedures shall be forthwith placed in effect at all Union dispatching offices pursuant to the provisions of this Agreement covering construction in the State of Arizona.

A104.1 - The individual Contractors have agreed that they will first call the dispatching office for all men. If Union agents are asked to supply men, they shall promptly relay such request to the appropriate dispatch office for servicing the request. Union dispatching offices shall normally remain open from 7:30 a.m. to 4:30 p.m. Monday through Friday (holidays listed herein excluded). However, this provision shall be satisfied where, if such hours are not maintained, an alternate phone number has been made reasonably available to the Contractor. The Union shall make available after-hours telephone numbers to Contractors on request.

A104.2 - A written referral will be given to each workman dispatched to a job. This is not a Union "clearance", but rather, written evidence in the workman's possession that he has been dispatched in accordance with the applicable Labor Agreement.

A104.3 - Each dispatching office shall maintain appropriate registration lists or cards, kept current, and referrals will be made in the following order of preference:

A104.3.1 - Workmen who are properly qualified, (as hereinafter provided), whose names are properly registered and who have worked at the craft as a Journeyman or Apprentice for at least four (4) years.

A104.3.1.1 - Individual Contractors may requisition a workman specifically by name from the same craft in which he was previously employed, provided said workman is properly registered and available for such employment.

A104.3.1.2 - For purposes of this paragraph, Drywall/Lather, Millwrights and Carpenters shall be considered separate crafts.

A104.3.2 - All officers and business representatives of the Union, upon returning to employment at their respective trades, shall be considered to have been employed by an individual Contractor signatory hereto.

A104.4 - Where a workman is not called by name, the Union dispatcher shall be delegated the authority to qualify him under the classification ordered. The qualification discretion hereby specifically delegated to the Union Dispatching Office shall include ranking workmen according to previous experience, such as length of employment in the type of work sought and information regarding previous individual employers, and also according to job performance and job tenure. Individual Contractors may delegate to the Union Dispatching Office other selection qualifications from time to time as specifically designated by them.

A104.5 - Notwithstanding the stated order of preference in referrals as outlined in Section A104, and notwithstanding any other provision in this Agreement, a dispatching office may give first priority preference to any classes protected by the Civil Rights Act, who are properly registered where reasonably necessary to comply with "affirmative action plans" which are conditions of

federally or state-assisted construction or which are established from time to time by the Union and Contractors, in concert with each other, as part of a community action or industry plan.

A105 - Hiring Hall Inspection. There shall be complete right of inspection of dispatching operations by authorized representatives of signatory Contractor Association; such right to be subject to reasonable restrictions such as written notice to authorities in charge, reasonable hours, and no harassment.

A106 - Registration. No workman shall be refused registration or dispatchment because of his union or non-union status if he is otherwise entitled to dispatchment. Preference in dispatchment is based solely upon the requirements of Paragraphs A104.3 and A104.4 hereof.

A107 - Qualifications of Workmen. It is the responsibility of the Dispatcher to determine, in the first place, the proper group in which to place the registrant. This normally will be based upon information or papers which the man supplies. If any doubt exists as to the registrant's proper placement, the Dispatcher may call prior employers or make other prompt investigations to get the facts needed. Similarly, the Dispatcher should make an appropriate notation, where necessary, of the qualifications of the applicant, or his related experience, to assist in sending men meeting the individual Contractor's stated requirements. Any dispute which may arise relative to which list a registrant should be placed upon, or as to competency, shall be settled as follows:

A107.1 - The registrant shall file with the dispatching office a written request for review of the disputed matter within ten (10) days after the dispute arises. He shall also, at that time, deposit with the dispatching office a cash bond in the sum of Thirty Dollars (\$30.00) which sum shall be used solely toward paying his share in the referee's fees.

A107.2 - The Local Union will initiate and the Joint Labor Management Board will arrange to have an impartial referee review the dispute within ten (10) days after the written request has been filed. Time and place of an informal hearing will be fixed by the referee and notice thereof will be given to the registrant by the Union, as soon as practicable.

A107.3 - The referee will examine all material evidence submitted by the registrant and the Union, and will conclusively decide which Group the registrant should be placed in and as to what qualifications the registrant has. The Union will then register and classify the registrant accordingly. Nothing contained herein, however, may be interpreted to permit or grant power to the referee to alter, amend, modify or otherwise change any term or condition of the Collective Bargaining Agreement or these dispatching procedures.

A107.4 - The referee will be selected from the clergy or from some other group not directly associated with management or labor.

A107.5 - The referee's fees will be borne equally by the Union and the registrant, except that the registrant shall, in no circumstances, be required to pay a sum in excess of Thirty Dollars (\$30.00). The registrant's share shall be taken out of the Thirty Dollars (\$30.00) bond on file with the Dispatching Office and any excess shall be returned to the registrant as soon as possible.

A108 - Dispatching Rules. Dispatchers shall hand each registrant a copy of "Dispatching Rules" and registrant shall sign and return such form to indicate his awareness of the Rules. Received Rules should be kept for a period of six months, filed by dates.

A109 - Position on List. If registrants inquire, they should be informed if workmen are registered who are higher in preference than they.

A110 - Available for Work. "Available for Work" means that the registrant must be present at the time and place uniformly required for dispatchment and be ready, able and willing to go to the job site and perform the work for which he is being dispatched. The practice of each Dispatching Office shall be uniform as to all registrants, with respect to physical presence in the office at given hours, or telephoning in, being available at a telephone, etc., and registrants shall be informed of the practice.

A111 - Hiring Hall Modification.

A111.1 - In the event Federal legislation, any Federal Court of Appeals decision, or a decision of the NLRB determines or establishes that any portion of this Section A100 is illegal, such portion shall be immediately reopened for the purpose of negotiation, upon notice in writing from either party to the other.

A111.2 - In the event the parties cannot reach an agreement within thirty (30) days from the date of said reopening, then the Parties shall mutually delegate authority to the Dean of the Law College at the University of Arizona, or his nominee, to revise and modify, after opportunity afforded to each party to make argument and present pertinent evidence, said portion of Section A100 in such manner that it will:

A111.2.1 - Conform as nearly as is legally possible to the present language, meaning, and intent of this Section A100, as the same has been initially negotiated in this contract.

A111.2.2 - A decision on said revision or modification by the Dean or his nominee shall be rendered within thirty (30) days, unless a time extension is mutually agreed to by the signatory Parties.

A111.3 - All expenses incurred in the administration of this Section A111 shall be borne equally by the Parties hereto, except that the individual legal fees shall be borne by the respective parties incurring such fees.

A111.4 - Should any portion of Section A100 be declared illegal (as outlined in A111 above), then, upon exhaustion of the thirty (30) day negotiation period, the Union agrees to accept from that date forward all responsibility and to save the employers harmless for any back-pay liability incurred by any of the employers signatory hereto as a result of the operation of the hiring hall until revision has been made in the manner above provided.

A111.5 - If after such a revision, the original language of this Section A100 is again indicated to be legal, then this Section shall immediately and automatically revert to such original language upon written notice by the Union.

#### **ADDENDUM - ARIZONA CARPENTERS JOINT LABOR-MANAGEMENT COOPERATION COMMITTEE**

Effective June 1, 1997, the parties to this agreement have established the Arizona Carpenters Joint Labor-Management Cooperation Committee for the purposes of improving and advancing the interests and welfare of employers and employees working within the unionized segment of the carpentry industry and to engage in any other activities permitted under the Labor-Management Cooperation Act of 1978. Each contractor signatory to or otherwise bound by this agreement shall contribute, effective June 1, 1997, and during the term of this agreement, the sum of \$.05 for each hour worked by employees performing work covered under the agreement to the Labor-Management Cooperation Fund.

The Committee is a jointly established and administered committee which will operate pursuant to By-Laws, under the direction of a Board of Directors consisting of an equal number of representatives of the contractors and the union. The contractors signatory to and otherwise bound by this agreement agree to be bound by said By-Laws and any and all actions and determinations of the Board of Directors of said committee.

#### **ADDENDUM**

Journeyman Skill, Maintenance & Improvement Program (S.M.I.P.). Established wage increases for Journeyman in the second and third year of this contract will be granted only if the individual successfully completes a minimum of eight (8) hours of Journeyman skill improvement classes in the first year (07-1-05 through 6-30-06) and a minimum of eight (8) hours in the second year (7-1-06 through 6-30-07) as established under the current training program. If an individual successfully completes a single established class of twenty-four (24) hours or more in the first year of this contract, said individual will be eligible for pay increases effective 7-1-06 and 7-1-07. The Union hall shall be responsible to notify the Contractor when said Journeyman has completed the training. If the Journeyman has not completed his/her training prior to the scheduled wage increase date, the wage increase shall be effective from the date the Contractor receives notice of successful completion of the training.

**SIGNATORIES**

ARIZONA CHAPTER

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

By: \_\_\_\_\_

DAVID MARTIN

Executive Director

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

By: \_\_\_\_\_

RICHARD MILLS

Administrative Assistant

Dated this 1st day of July, 2005