

**MEMORANDUM AGREEMENT**

**BETWEEN**

**OFFICE MODULAR FURNITURE SYSTEMS INSTALLATION CONTRACTORS  
FOR SOUTHERN CALIFORNIA**

**AND**

**SOUTHERN CALIFORNIA CONFERENCE  
OF CARPENTERS**

**2002 - 2004**

It is agreed between the undersigned, hereinafter called "Contractor", and the Southern California Conference of Carpenters, on behalf of the Regional Council and Local Unions affiliated with the United Brotherhood of Carpenters and Joiners of America 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, hereinafter called the "Union", in consideration of services performed and to be performed by carpenters for the Contractor, as follows.

## 1. RECOGNITION

The Contractor recognizes the Union as the representative 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 Agreement is the installation of all types of window coverings, fabric wall coverings and 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, cleaning, and/or staging of all office, commercial industrial, institutional, and hotel furniture, 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 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.

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.

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 Carpenters' Health and Welfare Trust for Southern California, dated February 8, 1955; (2) the Carpenters' Pension Trust Fund for Southern California, dated September 14, 1959; and (3) The Twelve County Carpenters' Vacation Savings and Holiday Plan, dated April 1, 1962.

b. Except as specifically excluded, modified or superseded by this Memorandum Agreement, such Master Labor Agreement and Trust Agreements are specifically incorporated by reference and made a part of this Memorandum Agreement.

c. The Contractor agrees to pay to the Carpenters' Health and Welfare Trust for Southern California, the Carpenters' Pension Fund for Southern California, and the Twelve County Carpenters' Vacation Savings and Holiday Plan, 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 Carpenters' Southern California Health and Welfare Trust Agreement, the Carpenters' Southern California Pension Trust Agreement, and the Twelve County Carpenters' Vacation Savings and Holiday Plan Agreement, 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 and Trust Agreements and By-Laws.

**4.** The parties agree that all provisions in the Master Labor Agreement covering or relating to the subjects of strikes, lockouts, jurisdictional disputes and the Procedure for the Settlement of Grievances and Disputes (Articles IV and VI of the Master Labor Agreement, and the provisions of Paragraphs 114 and 115, shall be excluded from this Memorandum Agreement and shall not be binding upon the Contractor or the Carpenters' Unions.

## 5. GENERAL WORKING RULES

a. There shall be free movement of men from job to job within the Twelve Southern California Counties.

b. When ordering workers the Contractor will give notice to Union not later than 2:30 p.m. of the day prior (Monday through Friday). If the Union is unable to supply men within 48 hours then the Contractor may hire from any source, provided the Union is notified of such new hires and they receive a work referral prior to going to work.

c. Contractors shall have complete freedom of selectivity in hiring. The first five (5) days of employment of any employee shall be a probationary period during which time any termination will not be challenged, excluding union activities. No employee shall be discharged or discriminated against for activities in behalf of, or in representation of the Union. Any discharge may be subject to the grievance procedure.

d. All Foremen not herein separately classified shall be paid not less than \$1.50 per hour more than the hourly rate of the highest classification under his supervision.

The selection of the individual who will be Craft Foreman is at the sole discretion of the Contractor. The Contractor may not designate an Apprentice or Trainee as Foreman. It is understood that a Foreman shall be an employee employed under the terms of this Agreement. Such Foreman may work with the tools of the Trade. Whenever the Contractor assigns supervisory authority to an employee covered by the terms of this Agreement, the employee will be paid not less than the Foreman's rate.

e. Starting Time: An early or late starting time shall be granted the Contractor for both warehouse and jobsite operations when circumstances warrant and the Union is notified.

f. The employer may establish a ten (10) hour, 4 day regular work week for a specific job requirement.

g. Job Travel Installation employees shall travel to and from the jobsite on their own time and by means of their own transportation. Employees shall be paid for travel time from job to job, shop to job, and or job to shop. Travel time shall be paid at the straight time rate.

h. Tools and Equipment All hand tools will be furnished by the employee for personal use during the period of employment with the Contractor. These tools shall be maintained by the employee in good working order. Any additional power tools and/or equipment (cords, ladders, etc.) will be issued to the employee by the Contractor.

i. Ratios: The ratios on classifications of employees shall be determined by the requirements of the job.

j. 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 jobsites 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.

## **6 TRAINING PROGRAM**

The Employers and the Union, recognizing the need for a skilled work force, shall may 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 600 hours of work since the last upgrade.

## **7 JOB REGISTRATION**

The Employer must register all jobs (except warranty or minor repair) with the Union or its designee prior to the start of the job on the Job Registration Forms supplied by the Union:

## **8 CLASSIFICATIONS, WAGES AND BENEFITS**

a. The classifications for work covered by this Agreement and their wages shall be as outlined in schedules A and B and made part of this Agreement.

b. No employee shall be subject to any decrease in their classification hourly rate of pay during the term of this Agreement.

c. The installer wage rate is the established minimum for that classification. The

employer may pay an installer over scale as more responsibilities are required.

d. An employee may be utilized in the classification of Modular Craft Assistant for a period of sixty (60) days. Supplemental dues will be the only benefit payments required. The Union shall be notified on date of hire by Employer. At the end of sixty days the employee will be reclassified as a trainee. These employees shall perform such work as loading, unloading and handling of materials and assembly, take downs, repairs or such other similar work as assigned by the Contractor.

## **9. GRIEVANCE AND ARBITRATION**

There has been established under this Agreement, an Independent Contractors-Carpenters Grievance and Arbitration Trust:

a. The purposes of the Trust are established and administer procedures to process grievances and to provide their party independent arbitration on disputes concerning the interpretation or application of this Agreement and Master Labor Agreement that may occur between the Contractor and the Union.

b. The Trustee is authorized to retain professional assistance, such as an administrator, legal counsel, accountants and such other personnel in order to accomplish such objectives of the Trust. Specifically, there shall be established through the Trust, a panel of independent and neutral arbitrators to hear and determine such grievances and disputes, with authority to issue a final and binding award, including appropriate remedies.

c. The Union shall appoint an Advisory Committee regarding the appointment of the Trustee and the operation of the Trust; however, the Union's rights and authority shall be limited to consultation and advice only.

d. The Contractor and the Union agree to submit all disputes concerning the interpretation or application of this Agreement and/or the Master Labor Agreement to arbitration under this Section, and the Contractor and the Union agree that during the pendency of the grievance and arbitration procedure, the Union will not strike or withdraw services or picket or engage in other economic action and the Contractor will not engage in lockout; provided, however, the Union shall have the right to engage in a strike, withdrawal of services or picketing and the Contractor may engage in a lockout on a claimed violation of this Agreement or Master Labor Agreement on payment of wages, fringe benefits or contributions to any trust referred to in this agreement or failure to comply with a final and binding arbitration award, except as to any provision or arbitration award on subcontracting, including all subcontracting provisions of the Master Labor Agreement.

10. The Contractor agrees that in the event the Contractor contacts or subcontracts any carpenter's work, and in the event that such subcontractor fails to pay the wages or the fringe benefits provided under the Agreements between the subcontractor and the Carpenters' Unions, then the Contractor will become liable for the payment of such sums incurred by the subcontractor, and such sums will immediately become due and payable by the Contractor. Such payments will be measured by the hours worked or paid for by the employees of the subcontractor. The Trustees of the Trust Funds referred to in the Master

Labor Agreement and this Memorandum Agreement are expressly made third party beneficiaries of the Contractors' promise to make such payments. The Trustees of the Trust Fund referred to in the Master Labor Agreement and this Memorandum Agreement, will have the right to require any Contractor that is a party to this Memorandum Agreement, to post a cash or surety bond in an amount sufficient to safeguard the payment of Trust Fund Contributions that are required to be paid to the Trust Funds in accordance with the Master Labor Agreement

11 The parties waive any right to file representation petitions with the National Labor Relations Board during the term of this Memorandum Agreement or during the term of any successor, extended, modified, amended or renewed Memorandum Agreement.

12 This Memorandum Agreement shall remain in full force and effect for the period from July 1, 2002 until June 30, 2004, and shall continue from year to year thereafter, unless either party shall give written notice to the other of a desire to change, amend, modify or terminate the Agreement at least sixty (60) days, but no earlier than ninety (90) days prior to June 30, 2004, or if notice is not given, then at least sixty (60) days, but no earlier than ninety (90) days prior to June 30<sup>th</sup> of any succeeding year.

Dated: \_\_\_\_\_

**SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS**

CONTRACTOR or Firm Name

PHONE \_\_\_\_\_

FAX NO. \_\_\_\_\_

Agreement Modular 00 (7/10/02)

**WAGE RATES FOR ALL CONTRACTORS EMPLOYING CARPENTERS UNDER  
THE TWELVE SOUTHERN CALIFORNIA COUNTIES  
MODULAR FURNITURE SYSTEMS MEMORANDUM AGREEMENT**

**WAGE AND BENEFIT SCHEDULE A - EFFECTIVE July 1, 2002**

Health and Welfare Trust Fund	2.45
Pension Trust Fund	1.01
Vacation/Supplemental Dues	1.70

**INSTALLERS and MODULAR SYSTEMS TRAINEES**

PERIOD	WAGE RATE	BENEFIT CODE
Craft Assistant	\$7.50	(0)
1st Period	9.34	(1)
2nd Period	9.84	(1)
3rd Period	10.34	(1)
4th Period	10.84	(1)
Installer II	12.00	(2)
Installer I	14.00	(2)
Lead Installer	17.00	(2)
Foreman Installer	18.50	(2)

Code (0) Supplemental Dues (\$0.70)

Code (1) Health and Welfare, Vacation/Supplemental Dues (\$1.70).

Code (2) Pension, Health and Welfare, Vacation/Supplemental Dues (\$1.70)

A Modular Craft Assistant receives \$7.50 and is Benefit Code (0) , after sixty (60) days a craft assistant must enter the trainee program.

■ Effective July 1, 2003 there will a \$1.00 per hour increase for all classifications under Schedule A and B. Any increase in fringe benefit contributions shall be taken out of the wage increase. The parties will meet in March 2003 to review the scheduled increase in light of market conditions and make any agreed to adjustments.

MODULAR FURNITURE SYSTEMS MEMORANDUM AGREEMENT  
WAGE AND BENEFIT SCHEDULE A - EFFECTIVE JULY 1, 2002

SCHEDULE B

CLASSIFICATION - FULL WALL - \$22.38

PERIOD	PERCENTAGE	WAGE RATE	BENEFIT CODE
1st Period	40%	8.95	(1)
2nd Period	50%	11.19	(1)
3rd Period	60%	13.43	(1)
4th Period	65%	14.55	(2)
5th Period	70%	15.67	(2)
6 <sup>th</sup> Period	75%	16.79	(2)
Installer II	80%	17.90	(2)
Installer I	90%	20.14	(2)
Lead Installer	100%	22.38	(2)

CONTRIBUTIONS SCHEDULE:

Code (1) Health and Welfare, Vacation/Supplemental Dues (\$1.70).

Code (2) Pension, Health and Welfare, Vacation/Supplemental Dues (\$1.70).

SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS  
MODULAR SYSTEMS INSTALLATION  
JOB REGISTRATION FORM

Job Location: \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Project Value: \_\_\_\_\_

Building Floor and/or Suite Numbers: \_\_\_\_\_

Starting Date: \_\_\_\_\_ Approximate Finish Date \_\_\_\_\_

Approximate Number of man hours involved: \_\_\_\_\_

Awarding Body or Dealership: \_\_\_\_\_

The job must be registered with the Union prior the end of the first week of work.

CONTRACTOR FILLING OUT THIS FORM

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Trust or License No. \_\_\_\_\_

Telephone

Signature: \_\_\_\_\_

Date

A copy of this form will be certified and returned to the Contractor

SEND TO: Carpenters Trust Field Office  
533 South Fremont Avenue, 8<sup>th</sup> floor  
Los Angeles, California 90071  
Telephone: (213) 312-9149

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

