

NORTHERN CALIFORNIA BASIC CRAFTS ALLIANCE

BETWEEN

**NORTHERN CALIFORNIA
CARPENTERS REGIONAL COUNCIL (NCCRC)**

**NORTHERN CALIFORNIA
DISTRICT COUNCIL OF LABORERS (NCDCL)**

OPERATING ENGINEERS LOCAL NO. 3 (OE3)

ARTICLE XI

INDEMNIFICATION BY ALLIANCE OF EXECUTIVE BOARD MEMBERS, OFFICERS, EMPLOYEES AND OTHER AGENTS.

To the extent that a person who is, or was, an Executive Board member, officer, employee or other agent of this Alliance has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the Alliance, or has been successful in defense of any claim, issue or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

ARTICLE XII

INSURANCE FOR ALLIANCE AGENTS

The Executive Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Alliance (including an Executive Board member, officer, employee or other agent of the Alliance) against any liability other than for violating provisions of law relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such.

ARTICLE XIII

RESOLUTION OF JURISDICTIONAL DISPUTES

The Northern California Basic Craft Alliance agrees that in order to further the best interests of our respective memberships and to further the interests of the construction industry, jurisdictional disputes and conflicts will be solved by the Basic Craft Alliance. In furtherance of those aims, the Basic Crafts Alliance agrees to the following:

1. In the first instance, jurisdictional assignments and conflicts are to be resolved by this body, not the Employers, not the Associations, not the NLRB, not the DIR. Thus, any conflicts regarding such matters of work assignments or jurisdiction shall be resolved by the BCA. Such matters will not be addressed through the respective Union's grievance procedures nor through the filing of grievances, unfair labor practice charges, complaints to the DIR, or other litigation. Nor will any member Union seek to secure any other Basic Craft Alliance Union's traditional work by seeking a determination from the DIR. Neither will any Basic Craft Alliance Union assist any contractor or association in filing such actions, or seeking such determination.

No Basic Craft Alliance member shall undermine or seek to undermine the contractual rate or prevailing wage determination for any classification or type of work.

No Basic Craft Alliance member shall utilize pre-job conferences, project labor agreements, or any other opportunity to dilute or alter this jurisdictional agreement, or secure the work traditionally performed by another BCA member.

2. Where a conflict or question arises concerning jurisdiction, or work assignment, it shall immediately be referred to the BCA Executive Board. They will promptly resolve the matter on a unanimous basis, based upon area practice, agreement between the parties, and the "Green Book" of Jurisdictional Decisions. If they are unable to reach a unanimous decision, the matter will be immediately referred to an agreed upon third party for his/her expedited decision, which shall be final and binding. Such decisions will be private between the parties and shall not constitute precedent. Attorneys will not be used in resolving jurisdictional disputes under this agreement.
3. No member of the BCA or their constituent Locals shall see or enter into any vertical agreement or wall to wall agreement, or specialty agreement that crosses craft lines involving construction work after 1/1/04. Existing Vertical Agreements will be honored until such time as they can voluntarily be converted to traditional craft agreements. In order to have the BCA acknowledge such pre-existing vertical agreements, they must be identified and presented to the other BCA members when this Basic Craft Alliance Agreement is executed.
4. In order to guide the parties, the following jurisdictional guidelines will be employed. They are subject to interpretation and change at any time by unanimous agreement of the three members of the BCA.

A. Portable Tower Cranes

If the use of such equipment is incidental to the construction of a building and utilized for 1-2 hours per shift, it may be operated by a member of the NCCRC.

If such equipment is utilized exclusively to lift carpentry materials, it may be operated by a member of the NCCRC.

Where such equipment is utilized to service multiple crafts, utilized for a full day or has a cab or seat, it is to be operated by a member of OE3.

B. Bob Cats (or "Skid Steer")

Bob Cat equipment, if utilized inside the building on a construction project, may be operated by members of the NCDCL.

Generally, when such Bob Cat equipment is used outside the building, it will be operated by a member of OE3. If Bob Cats are utilized as loaders and/or graders, or as Backhoes, they will be operated by members of OE3.

However, when Bob Cat equipment is incidental to the work of laborers, e.g. for demolition, it may be operated by a member of the NCDCL. In addition, if Bob Cats are utilized whether inside or outside with attachments traditionally used to perform laborer's work, they may be operated by a member of the NCDCL. In no event, however, will the assignment of such work to a laborer be permitted to dilute prevailing wages.

C. Drilling

Any dispute regarding specific drilling equipment shall be resolved in the first instance by job site inspection by the Executive Board or their designees.

D. Forklift and Related Equipment

Forklifts utilized exclusively to support the work of the carpenter may be operated by a member of NCCRC.

Forklifts utilized exclusively to support the work of the laborer, may be operated by a member of the NCDCL.

Forklifts utilized to support multiple crafts shall be operated by a member of OE3. Where the job site has multiple forklifts tending multiple crafts, the first forklift on the site will be manned by a member of OE3.

If the forklift is used for hoisting or with a bucket, it is to be operated by a member of OE3.

If the forklift is to be utilized for construction cleanup, it may be operated by a member of the NCDCL.

ARTICLE XIV

AMENDMENT OF BYLAWS

A. These Bylaws may be amended by majority vote of the Member Unions in the Alliance.

B. Proposal to amend these Bylaws may not be considered and the Bylaws may not be amended unless written notice of any proposed amendment has been provided to each Member of the Alliance forty-eight (48) hours in advance.

ARTICLE XV

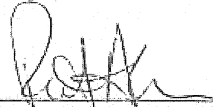
DISSOLUTION

A. This Alliance may be dissolved by two-thirds (2/3) vote of the Alliance.

B. A proposal to dissolve this Alliance may not be considered and the Alliance may not be dissolved unless written notice has been provided to each member of the Alliance forty-eight (48) hours in advance.

Dated: 2-23-04

NORTHERN CALIFORNIA
CARPENTERS REGIONAL COUNCIL
and its CONSTITUENT LOCAL UNIONS

By: 
Robert Alvarado, Executive Officer