STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

SCOPE OF WORK PROVISION

FOR

CARPENTER

IN

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

23-31-2

23-31-2
VB

MASTER LABOR AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

MILLWRIGHT EMPLOYERS ASSOCIATION, INC.

and

SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS ON BEHALF OF THE THE DISTRICT COUNCILS AND LOCAL UNIONS IN THE ELEVEN (11) SOUTHERN CALIFORNIA COUNTIES AFFILIATED WITH UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

This Agreement entered into this first day of **July 1998**, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Southern California Contractors Association, Inc. and the Millwright Employers Association, Inc. on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS, and the Southern California Conference of Carpenters for and on behalf of the District Councils and Local Unions in the Eleven (11) Southern California Counties affiliated with the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

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Department of Industrial Relations
MAR 16 1999
Div. of Labor Statistics & Research
Chief's Office

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

ARTICLE I
General Provisions

101. DEFINITIONS:

101.1 The term "Contractor" or "Employer", as used herein, shall refer to an Employer party to or bound by this Agreement.

101.2 The term "Association", as used herein, shall refer to the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Southern California Contractors Association, Inc. and/or the Millwright Employers Association, Inc. previously named and signatory to this Agreement.

101.3 The term "Union", as used herein, shall refer to the District Councils and Local Unions in Southern California affiliated with the Southern California Conference of Carpenters and the United Brotherhood of Carpenters and Joiners of America and more particularly described as the counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo and Kern, which have jurisdiction over the work in the territory covered by this Agreement.

101.4 The term "Workman" or "Workmen", as used herein, shall refer to a person, or persons, in the labor market who are not employed.

101.5 The term "Employee(s)", as used herein, shall refer to the employed person, or persons, working in the craft jurisdiction covered by this Agreement.

101.6 All personal nouns and pronouns refer to the male and female gender.

102. COVERAGE:

102.1 This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this Paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereinafter in this Agreement in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono,

Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Clemente Island, San Miguel Island, Santa Barbara Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

102.2 This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become eligible members of the Association.

102.3 Each individual Contractor whether corporate, or other legal entity, or its successor, shall be liable under, subject to and bound by the Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

102.4 This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.

102.5 This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union signatory to this agreement.

102.5.1 It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work.

102.5.2 Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwaters or riprap stone, foundations, pile driving, piers, locks, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment, and all work on robotics, including but not limited to the rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry including the nuclear field.

102.5.3 The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations, which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this article.

102.5.4. All work in connection with Hico and similar type beams including, but not limited to, the unloading, carrying, spotting and stacking the initial delivery, the installation, and stripping and removing of Hico shores.

102.5.5. All work in connection with Plywood Decking including, but not limited to, the carrying, stacking, installation and removal.

102.5.6. All work in connection with Beam Sides and Beam Soffits, including, but not limited to, the cutting, setting, removal, relocation and stacking of Beam Sides and Soffits, bracing and pads.

102.5.7. All concrete form work, including, but not limited to, the fabrication, construction, placing, erection, rigging and hoisting, stripping and removing of all forms and operation of the forklift, leod, pettibone or mobile equipment in reference to all of the above work.

102.5.8. All work in connection with tilt-up slabs, including, but not limited to, benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused) rigging, setting, plumbing, lining, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the fork lift in reference to all of the above work.

102.5.9. All work in connection with the hoisting of materials which are to be used by the Carpenters will be rigged, guided and handled by the Carpenters.

102.5.10. All work in connection with self-supporting scaffolds over fourteen (14) feet in height or scaffolds built for special purpose including, but not limited to, handling, building, erecting and disassembling. Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the Carpenters.

102.6. The Contractor shall construct all wood panel forms and framed walls to be used on the jobsite for a specific project and such work shall be performed only by Carpenters under the terms of this Agreement.

102.6.1 The Contractor may subcontract such work on wood panel forms or framed walls in

accordance with the terms of this Agreement; provided that such work by a subcontractor shall be performed by Carpenters under the terms of this Agreement. A Contractor, party to this Agreement, may construct such wood panel forms or framed walls away from the jobsite, and in that event, such work shall be performed under the terms of this Agreement only by Carpenters that are employees of the Contractor.

102.6.2 Any wood panel forms that are constructed by the Carpenters under the provisions of Article I of this Agreement may be reused on any jobsite by any Contractor.

102.6.3 Any modifications of wood panel forms shall be performed only under the provisions of Article I of this Agreement.

102.6.4 The provisions of Article I of this Agreement shall not apply to identifiable standard manufactured commercial brand name forms such as UNIVERSAL, SYMONDS or similar type forms.

102.7 This Agreement shall cover asbestos abatement and other work involving the removal of hazardous materials. Such work shall be performed pursuant to the Southern California Carpenters Asbestos Abatement Agreement. In the event this work is subcontracted by the Contractor, Article V shall not apply but the Contractor agrees to utilize his best efforts to insure that the work is done by a contractor signatory to an agreement with the Union provided suitable and competitive signatory contractors are available.

102.8 This Agreement shall cover tile, terrazzo and marble work, including all handling, setting, placing, finishing and clean up associated with such work as more fully described in the Southern California Conference of Carpenters Tile, Terrazzo and Marble Agreements. Such work shall be performed pursuant to the Tile, Terrazzo and Marble Agreements. In the event this work is subcontracted by the Contractor, Article V shall not apply but the Contractor agrees to utilize his best efforts to insure that the work is done by a contractor signatory to an agreement with the Union provided suitable and competitive signatory contractors are available.

103. Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

104. The Carpenters claim installation of metal studs, metal frames, shingles, roofing, and plastics used in the performance of carpentry work, operation of the Pettibone and forklift incidental to carpentry work and the use of survey instruments, either optical or electronic. Carpenters assigned to using survey instruments shall receive not less than the rate of pay for his regular classification.

104.1 The layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving,

setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. Fabrication, construction, removal and stripping of all forms both inside and outside the tunnels and drains to include form liners and membranes, whether they be spray on, glue on, tack on, composed of any and all building materials to include plastic, neoprene, high density polyethylene, vinyl cork or any other natural or artificial material. Construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly. Installation and removal of all timber decking.

105. Drywall work, which is covered in this Agreement and is considered as bargaining unit work, shall be performed under all the terms and conditions of the current Drywall/Lathing Master Agreement between the Southern California Conference of Carpenters and the Western Walls and Ceiling Contractors Association or any other Association. Provided, however, that a Contractor may perform minor and incidental drywall work under the terms and conditions of this Agreement. As of July 1, 1992, the Contractor or his Drywall subcontractor will pay fringe benefits to the Carpenters Trust Funds detailed in this Agreement, and additionally to any other Drywall Trust Funds that may be negotiated. Notwithstanding any other Terms of this Agreement, this paragraph will be subject to the Grievance Procedure detailed in Article VI.

105.1. All Drywall work including, but not limited to the installation, carrying, transportation, handling, stocking, scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including, but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars, regardless of material of method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceiling materials, regardless of method or manner of installation.

105.1.1 All work in connection with the installation, erection and/or application, carrying, transportation, handling, stocking and scraping of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including, but not limited to all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking resilient channels, furring channels, doors and windows, including frames, casing, moulding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finished systems, plastic and/or paint finished bases, finish board, fire proofing of beams and columns, fire proofing of chase, sound and thermal insulation materials, fixture attachments, including all layout work, preparation of all openings for lighting, air vents or other purposes and all other necessary or related work in connection therewith.

105.1.2. No limitation shall be placed on the work covered by this Section by reason of the surface

or texture or purpose for which the materials described herein are used, designed or intended.

105.1.3. It is further specifically understood that the installation, tieing and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this Article, including but not limited to gypsum wallboard, walls, partitions, ceiling heat panels, backing boards, plastic or acoustical materials or any materials attached to the above described light iron construction is specifically included in the work covered by this Section.

105.1.4. The installation, erection and construction to include the work of fabrication of all materials to receive a plaster finish, to also include the completing of all light iron construction, furring, making and erecting of brackets, clips and hangers; metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

105.1.5. All carrying bars, purlins and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any all plastering accessories.

105.1.6 The nailing, tying, cutting, welding and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

105.1.7. All office modular furniture systems including, but not limited to: the unloading by any means, stockpiling, distribution to point of erection, carrying, handling, transportation, uncrating, installation, cleaning, and/or staging of all office, commercial, industrial, institutional, and hotel furniture, furniture systems, furnishings, etc., including (but not limited to) all component parts (regardless of their materials or method or manner of installation, attachment or connection). 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.

105.1.8. The placing, handling, moving and erection of all materials which fall within the description of work set forth in this Section from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolding.

106. All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

107. Fence building work, which is covered in this Article, shall be performed under all of the terms and conditions of the Fence Building Agreement between the Contractors and the Southern California Conference of Carpenters.

108. Insulation installation work, which is covered in this Article, shall be performed under all of the terms and conditions of the Insulation Agreement between the Contractors and the Southern California Conference of Carpenters (see Appendix C to this Agreement).

109. Lathers work, which is covered in this Article, shall be performed under all of the terms and conditions of the Drywall/Lathing Master Agreement or other Lathers Agreements between the Contractors and the Southern California Conference of Carpenters.

110. . The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern, in all its branches and phases, such as nailing, filling, laying, stripping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and all maintenance and related work. Computer floors, and/or raised access floors in all its branches and phases, such as material handling, layout, fabrication, maintenance, installation, cutting, fitting, and fastening of all materials and components, such as pedestal stanchions, stringer systems, seismic bracing, unistrut systems, x-ray supports, light supports, cable vault supports, racks, shelving, ceiling grids, clean room wall metal framing systems of all lightweight standardized components which can be bolted together to form roofs, decks and special structural elements of varying modular configurations and all other necessary structural support assemblies. Installation of ramps, steps, facia assemblies, plenum dividers, air grills, cable cut-outs, ledge extrusion, hand rail assemblies, coverbase at perimeter walls, lamination of coverings onto floor panels, and any other operation relative to computer floor installations.

111. The Trustees of the Trust Fund shall furnish the Association and the Union and all contributing Employers, upon subscription, with a list of delinquent contractors each month. The Contractor agrees he will not subcontract any portion of his job to any subcontractor whose name appears on the delinquent list until such subcontractor has paid all delinquent monies to the various Trust Funds. In the event the Contractor subcontracts to any such delinquent subcontractor, in violation of the foregoing, the Contractor shall remove such subcontractor from the job immediately, unless such delinquent subcontractor immediately makes full payment for all delinquencies to the Trusts.

112. The Contractor shall be financially responsible for all fringe benefits owed to any funds established by this Agreement by him or by his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project in accordance with the requirements set forth below.

113. The term "Contractor", for delinquency purposes only, shall include all entities of the delinquent contractor, change of name, or change of entity, provided that the delinquent contractor holds at least ten (10%) percent ownership in the new entity.

114. The Trust Office shall notify the Contractor of any delinquency of any subcontractor within ninety (90) days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of a subcontractor for more than ninety (90) days prior to the

2nd Period	50%	750	(1)*
3rd Period	60%	750	(1)
4th Period	65%	750	(2)
5th Period	70%	750	(2)
6th Period	75%	750	(2)
7th Period	80%	750	(2)
8th Period	90%	750	(2)
Journeyman	100%		

(0) Health and Welfare, Vacation/Supplemental Dues and Acoustical Industry Fund.

(1) Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Acoustical Industry Fund.

(2) Pension, Health and Welfare, Vacation/Supplemental Dues, Apprenticeship, Contract Administration, Cooperation Committee, Industry Fund and Acoustical Industry Fund.

Pay Period Advancement: Advancement will be based on a MINIMUM of seven hundred, fifty (750) hours worked On-the-Job as per schedule.

* The Probationary, 1st and 2nd Periods receive a one dollar and sixty-seven cents ($1.67) Vacation/Supplemental Dues contribution.

1803. Men Working from Bosun Chairs or Swinging Scaffolds, or suspended from a rope or cable, shall receive thirty-five cents ($0.35) per hour above the applicable Journeyman, Apprentice or Trainee rate. All employees working from Bosun Chairs shall wear a safety belt provided by the Contractor.

1804. **BRIDGE CARPENTER:** All carpenter work in connection with the construction of bridges (except for driving of pile) shall be done by the Bridge Carpenter classification.

1805. Overtime Rates: All overtime Monday through Saturday shall be at the rate of one and one-half (1½) the regular straight-time hourly rate. All hours worked on Sundays and Holidays shall be paid at double (2) the straight-time hourly rate (see Tide Work Schedule for Tide Work.)

1806. A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents ($0.13) per hour in addition to his Carpenter's scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction

with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.

1807. Riggers: The same wage scale shall apply as the craft to which rigging is incidental.

1808. Welders: Certified welders shall receive a fifty cents ($0.50) per hour premium when working on welding work that requires a certification.

1809. Foreman: The selection of the individual who will be craft foreman is at the sole discretion of the Contractor. When a Contractor employs on his payroll, on a jobsite, eight (8) or more Carpenters, the Contractor shall designate a Carpenter as craft foreman. It is understood that a craft foreman shall be an employee employed under the terms of this Agreement and shall receive the foreman's differential. Such craft foreman may work with the tools of the trade in accordance with the provisions of Paragraph 803. Only craft foremen who normally work with the tools of their trade during straight-time periods may work with the tools of their trade during overtime periods. It is understood that in certain cases, by reason of custom and practice established by the parties, a craft foreman may direct the work and employees of more than one craft. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article VI of this Agreement on the basis of such custom and practice. Whenever the Employer assigns supervisory authority to an employee covered by the terms of this agreement, the employee will be paid the foreman's rate.

1810. Except in case of emergency, if any of the employees not covered by this Agreement, as set forth in Article II of this Agreement (such as superintendents, assistant superintendents or master mechanics), shall act in the capacity of a craft foreman or work with the tools of a craft or trade signatory to this Agreement, he shall be a member of the Union.

1811. Light Commercial work is defined as: all wood frame, concrete block or tilt-up commercial construction up to three (3) stories in height such as, but not limited to: shopping centers, stores, office buildings, fast food establishments, also including curb, gutter and sidewalks, where the total cost of the project does not exceed seven and one-half million dollars ($7,500,000.00). There shall be a thirty-five (35) hour per week cap for fringe benefit contributions for light commercial work. There will not be a seven (7) hour per day cap (benefits on overtime hours shall be paid on the basis of hours worked or paid for). To take advantage of this cap, the project must be registered with Carpenters Trust Field Office.

1812. In the Counties of San Bernardino and Riverside there will be established a light commercial rate. Light Commercial work is defined as all wood frame, tilt up or concrete block construction including but not limited to: shopping centers, stores, office buildings, fast food establishments, also including curb, gutter and sidewalks where the total cost of the project does not exceed seven and one-half million ($7,500,000.00) dollars.

APPENDIX A
SPECIAL WORKING RULES FOR PILE DRIVERS

1. The following Special Working Rules for Pile Drivers are in addition to those rules contained in the Carpenters Master Labor Agreement, except as modified by these Special Working Rules.

(a) In addition to the work identified in Article I, the Pile Divers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Pile Drivers Local Union No. 2375; mechanical fork lifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassions or casing.

2. (a) In the employment of workmen for all Piledriver work on piledriving rigs, docks or wharves, offshore or as a diver, in the territory above described, the following provisions subject to the conditions of Article II, Paragraph 201 of this Agreement shall govern.

(i) Piledrivers Local 2375, as agent for the District Councils shall establish and maintain open and non-discriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement and such workmen will be entitled to lists free of charge.

(ii) The Contractors shall first call upon Piledrivers Local 2375 for such men performing work as defined in Paragraph 2 (a) above as they may from time to time need, and Piledrivers Local 2375 shall furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractors strictly in accordance with the provisions of this Article.

(iii) It shall be the responsibility of the Contractors, when ordering men, to give Piledrivers Local 2375 all of the pertinent information regarding the workman's employment.

(iv) Piledrivers Local 2375 will dispatch in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists in numerical order to the Contractor by the use of a written referral in the following order of preference and the selection of workmen for referral to jobs shall be on a non-discriminatory basis. All referrals from Piledrivers Local 2375 must be in writing, on a standard form to be provided by the Southern California Conference of Carpenters. The written referral will contain the name of the Contractor, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates.

(A) Workmen specifically requested by name who have been employed, laid off or terminated as Carpenters in the geographic jurisdiction of

(pneumatic) Swinging from Line of Power Equipment of any kind ..... 2 men*

Derrick Barges ..... 2 men and 1 foreman
When working with other trades ..... 1 man and 1 foreman

Floating Rig, placing A-rock ..... 2 men*

Derrick Barge used to overhaul or set oil pipeline moorings
at the site of operations (exclusive of Divers and Tenders) ..... 5 men and 1 foreman

* *One (1) of whom shall be paid foreman's rate.*

(b) A crew member who is no longer needed to perform work in the crew for which he was originally dispatched may be assigned to other work on the project in the pile driver jurisdiction at the discretion of the Contractor.

13. **WORK RULES:**

When men are requested to work in inclement weather, it is the responsibility of the Contractor to furnish each man with an adequate set of foul weather equipment.

14. All approved safety orders of the State of California Department of Industrial Relations shall be observed by the Contractors and the employees. Suitable sanitary drinking water and adequate toilet facilities shall be furnished by the Contractor in accordance with California State Laws.

15. The Contractor agrees to make available for the use of pile driver men a safe place to store tools and change clothing before or after shifts. This provision shall apply only on pile driving jobs of three (3) or more days duration.

16. When pile driver men are working in the business of erecting, constructing, installing and dismantling offshore drilling platforms in all West Coast Coastal waters within the geographical area of Pile Driver Local Union 2375, and the pile driver men are performing identical duties or work with Ironworkers on the same jobsite the better conditions, wages, travel expenses and subsistence shall apply.

17. **WORK ASSIGNMENTS:**

Pile Driver Employers shall furnish the Pile Driver Local Union 2375 with signed letters on the letterhead of the individual Employer, when requested, stating they have employed pile driver men on a specific type of work and paid the negotiated scale of wages on any jobs which the individual Employer has performed with pile driver men. The foregoing refers to work outside Carpenter classifications.

18. **CREOSOTE:**

An employee shall receive a fifty cents ($0.50) per hour premium above the pile driver's base or overtime rate when handling or working with new pressure-treated creosote piling or timber, or driving of used pressure-treated creosote piling. The word "new" means not used regardless of storage time.

19. **CERTIFIED WELDER:**

When a Contractor requests a certified welder, he agrees to pay fifty cents ($0.50) per hour premium above the pile driver's base or overtime rate. The Union agrees to note on the employee's dispatch slip such request. This premium shall be paid on a one-half (1/2) day or full day basis. When the Contractor no longer requires a certified welder, but has additional welding work available, he will afford his certified welder or welders the opportunity to continue employment at the pile driver Journeyman rate before he calls the hall for replacements. This paragraph is not intended to provide for a certified welder to replace a currently employed non-certified welder.

20. **OVERTIME RATES:**

All overtime Monday through Saturday shall be at the rate of one and one-half (1½) times the regular straight time hourly rate. All hours worked on Sundays and Holidays shall be paid at double (2) the straight time hourly rate (see Tide Work Schedule for Tide Work.)

21. **CLARIFICATION OF CARPENTER PILE DRIVER WORK**

This Agreement incorporates by reference the letters dated May 19, 1955, and February 18, 1970, from M. A. Hutcheson, General President, United Brotherhood of Carpenters and Joiners of America, as well as the questions submitted by Contractors on July 17, 1955, requesting clarification of the May 9, 1955, letter and the answers submitted by Subcommittee of the General Executive Board of the United Brotherhood of Carpenters.

CLARIFICATION OF CARPENTER
PILE DRIVER WORK

(Letter, dated May 9, 1955, from Mr. M.A. Hutcheson, General President, United Brotherhood of Carpenters and Joiners of America.)

I am herewith submitting the findings of the General Executive Board on the controversy between Carpenters and Pile Drivers classifications in the West Coast area.

The Subcommittee convened Wednesday, July 15, 1954, and Thursday, July 16, 1954, in the Empire Room of the Sir Francis Drake Hotel, San Francisco, California. Testimony was received from forty-seven (47) witnesses representing Local Unions, District Councils, and State Councils from the states of California, Oregon and Washington.

As indicated in the matter supplied to the Subcommittee from the General Office, we found that the main points of difference existing between the branches of our membership on the West Coast were:

(1) An interpretation of what constitutes the "girder capping the piles."

(2) What classification of our membership shall apply in the placing and erection of false work.

Additional clarification of what work properly comes under the classification of Pile Driver would help in clarifying the issues involved between both branches of our Brotherhood on the West Coast:

(1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

(2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.

(3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.

(4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The "capping of the piles" is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping.

In many instances it has been found that the capping is called "the girder." The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleafs, interchanges, etc.

(5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.

(6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and

tagging incidental to the placing of the heavy timber.

(7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof. In concluding this report, the General Executive Board believes that the defining of the words "girder capping the piles" herein outlined will tend to solve much of the misunderstanding that has existed between the two (2) classifications of our membership on the West Coast. All of the above shall be effective only in the West Coast area where the controversy occurred.

Signed M.A. Hutcheson
General President

(Questions submitted by Contractors on July 17, 1955, requesting clarification of Mr. Hutcheson's letter of May 9, 1955, and Answers submitted by Subcommittee of the General Executive Board, United Brotherhood of Carpenters.)

Q. 1: What did you intend to constitute a "bridge over water" within the meaning of Paragraph (5) of your letter?

(a) For example, two (2) parallel concrete highway structures were constructed under a single contract over U.S. Highway 101, the railroad tracks of the Northwestern Pacific Railroad and Petaluma Creek. The overall length of the structures was approximately nine hundred (900) feet. The structures were erected in three (3) sections. The first section, which was approximately three hundred, sixty (360) feet long, was constructed over the highway and the railroad tracks and terminated at a cofferdam and piers at the south bank of the creek. The second section, which was approximately four hundred, fifteen (415) feet long, extended from a highway fill across agricultural land to a cofferdam and piers at the north bank of the creek. The third section, which was approximately one hundred, fifteen (115) feet long, consisted of sixteen (16) precast, seventy-five (75) ton concrete girders extending over Petaluma Creek which were put in place by a floating derrick.

Would you have intended that the one hundred, fifteen (115) feet section spanning the creek, which constitutes less than 1/8 of the entire structure, would make the entire structure a "bridge over water?" Or would the term "bridge over water" be limited to the section which actually spanned the creek?

A: On "bridge over water" the columns or abutments in water and at the water's edge or the first column or abutment on land adjacent to water's edge, shall come under the Pile Driver classification.

Q. 2: (b) For another example, a concrete structure was constructed across the Salinas River. During the dry season, covering the entire construction period, the river bed was crossed by a road

which carried heavy truck traffic. Would you intend this structure to be a "bridge over water?"

A: Still considered a "bridge over water" and covered by classification of Paragraph (5) in answer to question 1 (a).

Q. 3: (c) Did you intend the term "bridge over water" to include a structure being constructed over a dry bypass which is designed to carry water only during flood conditions, which occur only once in several years?

A: The answer is yes. Similar to clarification of question 1 (b) and is considered a "bridge over water."

Q. 4: (d) Did you intend the term "bridge over water" to include a structure over a ravine or other depression which carries water, if at all, only during the spring runoff and outside of the construction period?

A: The answer is yes. Same as answer to question 1 (b) and is considered as a "bridge over water" as qualified in clarification of question 1 (a).

Q. 5: (e) Did you intend the "bridge over water" to include a structure over a manmade canal or aqueduct?

A: Same answer as in 1 (a), 1 (b), 1 (c) and 1 (d). All clarifications of paragraph 5 of findings of the General Executive Board of May 13, 1955, and referring to "concrete or steel bridges over water" is based upon piles being driven, caissons sunk or cofferdams erected by Pile Drivers under Pile Driver classification on such concrete or steel bridge foundations.

Q. 6: Under Paragraph (6) of your letter dated May 9, 1955, did you intend the false work necessary for the support of the deck of a concrete or steel bridge over water to carry the Carpenter classification, except while pile driving or power equipment is used for heavy timber false work?

A: The answer is yes. False work necessary for the support of the decking of a concrete or steel bridge over water shall come under the Carpenter classification. False work for such decking is under the Carpenter classification excepting where pile driving or power equipment is used.

Q. 7: Did you intend the term "pile driving or power equipment," as used in Paragraph (6) of your letter, to mean pile driver, derrick or similar power equipment?

A: The Subcommittee feels that the words "pile driving or power equipment" are in themselves completely explanatory and feels that no further definition is required for anyone acquainted with the construction industry.

Q. 8: Do forms constructed on the ground out of 2"x4" and 2"x6" lumber and 5/8" plywood constitute "heavy timber false work," within the meaning of Paragraph (6) of your letter, merely for

the reason that, when assembled, they must be put in place by power equipment?

A: The Subcommittee does not interpret "forms" to be "heavy timber false work" within the meaning of Paragraph (6). If any dimension forms are fabricated on the ground for work coming under the Carpenter classification, then such forms can be put in place by power equipment under the Carpenter classification. Forms coming under the Pile Driver classification as outlined in the findings of the General Executive Board shall be installed or placed under such Pile Driver classification. If heavy timber false work, consisting of supports for forms, installed under Carpenter classification and pile driving or power equipment is used, then such installation of "heavy timber false work" shall be done under the Pile Driver classification as plainly stated in Paragraph (6) of the General Executive Board's finding.

Q. 9: Does Paragraph (7) of your letter refer only to work within the recognized jurisdiction of the Pile Drivers Union?

A: The Subcommittee of the General Executive Board feels that Paragraph (7) is so plainly worded without any limitations that anybody familiar with the construction industry can clearly understand this paragraph without any interpretations being required. (Letter, dated December 12, 1967, to Mr. M. A. Hutcheson, General President United Brotherhood of Carpenters and Joiners of America.)

Re: Carpenter-Pile Driver matter in West Coast area.

In complying with your request, the Subcommittee of the General Executive Board, appointed by you to review the 1955 General Executive Board Decision on West Coast Carpenter-Pile Driver matter, have met several times to consider the new problems that have arisen since the 1955 Board decision.

Your Subcommittee held two (2) days of hearings at the Del Web Town House in San Francisco, California, on March 21 and March 22, 1967, at which sixty-three (63) Officers and Business Representatives of our subordinate Locals and District and State Councils testified on the subject matter. In addition, twelve (12) representatives of various Contractors Associations met with your subcommittee and presented their points of view on several issues relative to new methods and techniques developed in the years since the original 1955 decision. The transcript of the hearings consisted of several hundred pages and the General Office is in possession of a copy of same.

The hearings brought out that the principal items of work where there were different opinions and interpretations amongst our membership, and also between the Employers and our membership, mainly consisted of the following:

(A) Dry Aqueduct or Canal Structures
(B) Building Foundations
(C) Tank Foundations
(D) Base Foundations for Machinery, Equipment and Stanchions

(E) The Erection of False work, including Metal Tubular or "Tinker Toy" Material used as false work.

Your Committee, after careful review of the transcript of the March 21 and March 22, 1967, hearings, finds it necessary to further clarify the intentions of the General Executive Board decision of May 1955, and to modify where necessary consistent with the evidence presented to the Subcommittee at this March 1967 hearing, in order to guide our West Coast membership in their jurisdictional differences on work issues and to assist our employees in the correct and harmonious operations of their projects.

The work jurisdiction of our Carpenters and Pile Driving branches for our Brotherhood on the West Coast shall be as follows:

A. (1) In the construction of water front and marine facilities, such as docks, piers, wharves, bulkheads, jetties and similar structures, the Pile Driver classification shall continue to apply, up to and including the decking thereof.

A. (2) On all pile driving and caisson work, on both land and water, the Pile Driver classification shall apply.

A. (3) In the construction of heavy timber, wooden, bridges, whether over land or over water, the Pile Driver classification shall apply.

A. (4) In the construction of concrete or steel bridges over land, highways, railroads, overpasses, cloverleafs, interchanges, or bridges over manmade canals, aqueducts, spillways and manmade water retaining areas, the Pile Driver classification shall apply to the driving of the piles, caissons and "drilled-in-place" piling. The fabrication and erection of the forms for the capping of piles, caissons, or "drilled-in-place" piling shall come under the Pile Driver classification. This shall include the placing of wooden or steel capping or any substitute thereof.

Any other form work above the cap, pertaining to the construction operations herein noted above, shall be performed under the Carpenter classification. This shall also include bridges over manmade canals, aqueducts, spillways and manmade water retaining areas, if constructed prior to water being released or turned into the area.

A. (5) In the construction of concrete or steel bridges over water, the fabrication and erection of form work for the pier or piers in the water area, and the pier or abutment, on land, nearest to the water's edge, shall be under the Pile Driver classification. This shall include the fabrication and erection of the form work to the top of the pier, column and abutment supporting the steel and/or any other superstructure.

The fabrication and erection of forms for the piers, columns or abutments for the approaches to the first pier or abutment on water's edge, shall be under the Carpenter classification. This shall apply also on a bridge over an area where the flow of water has been temporarily diverted.

B. **Building Foundations**

All form work required on building foundations shall be under the Carpenter classification, irrespective of the use of piles or caissons.

C. **Capping of Piles or Form Work on Tank Foundations**

The capping of piles and form work in connection therewith, when there is no other carpenter form work involved above the capping or floor base of tank, shall be under the Pile Driver classification. Where further carpenter work is required above the capping or tank base, then the Carpenter classification shall apply on entire operation, including the forms for pile capping and/or tank base.

D. **Base Foundations for Machinery, Equipment and Stanchions**

The fabrication and erection of all forms for machinery, bases, equipment or stanchions shall be under the Carpenter classification, irrespective of the use of piles or caissons.

E. **The Erection of false work, including Metal Tubular (or "Tinker Toy") Material used as false work.**

The erection of false work necessary for the support of work under the Pile Driver classification comes under their classification. False work necessary for the support of the work under the Carpenter classification shall be governed by their classification, except on a project where pile driving power equipment is used.

The rigging, signaling, tagging and other incidental work shall be under the classification for whom the work is designated by this paragraph.

With the exception of these revisions of the West Coast Carpenters-Pile Driver decision as rendered by the General Executive Board in May 1955, any other portions or clarifications of items contained in the 1955 decision of the General Executive Board shall remain in full force and effect.

Respectfully submitted,

Charles Johnson, Jr.
Raleigh Rajoppi
Charles E. Nichols
Lyle J. Hiller

(Letter dated February 18, 1970, from Mr. M.A. Hutcheson, General President, United Brotherhood of Carpenters and Joiners of America.)

With further reference to communication distributed December 12, 1967, in the form of

Special Report of General Executive Board Subcommittee relative to the Carpenter-Pile Driver matter in the West Coast area the following interpretation is submitted.

Because of repeated requests for clarification of the above-mentioned circular letter, specifically, Item Paragraph E: "The erection of false work, including metal tubular for `tinker toy' material used as false work." The following is forwarded for your information and guidance.

As indicated above, it became necessary for the Committee to clarify the intent of this report which was developed from the special hearings conducted in San Francisco on March 21-22, 1967. Therefore, the following is the Committee's interpretation and clarification of Paragraph E dealing with the erection of false work.

"The erection of false work necessary for the support of work under the Pile Driver classification comes under their classification. False work necessary for the support of the work under the Carpenter classification shall be governed by their classification, except on a project where pile driving or power equipment is used."

"The rigging, signaling, tagging and other incidental work shall be under the classification for whom the work is designated by this paragraph."

Clarification

It is intended by this interpretation to eliminate controversy and to insure the continuity of operations in work of this nature.

By insertion of the word or it should not be interpreted that the Committee has changed its original intent concerning this controversy. The rigging of heavy timber false work and metal tubular (tinker toy) materials shall be performed under the Pile Driver classification when such materials are placed by power. It is intended by this clarification to mean that the Carpenters may perform the rigging of false work, including metal tubular (tinker toy) materials as false work under the following circumstances.

"For the purpose of continuity of operation and to eliminate the necessity of a change in crews because Pile Drivers are not presently employed on the site by the responsible Contractor at the time of such rigging, or provided that such rigging by power is intermittent with that work which is, or would normally be performed by the Carpenter classification."

Therefore, the communication dated December 12, 1967, shall be herein amended and in full force and effect and all parties shall be governed accordingly.

APPENDIX C
SPECIAL RULES FOR INSULATION AND WEATHERSTRIPPING INSTALLERS

1. SPECIAL RULES FOR INSULATION AND WEATHERSTRIPPING

The following Special Rules for Insulation and Weatherstripping Installers adopt all of the provisions of the Carpenters Master Labor Agreement, except as such provisions are modified or superseded by these Special Rules.

2. APPRENTICESHIP AND TRAINING

The Employer will make an effort to keep Apprentices and/or Trainees reasonably employed regardless of period status or advancement to a higher period of pay.

Insulation Installer and Weatherstripping Installer Trainees covered by the terms of this Agreement shall be paid the following percentage of the appropriate Journeyman Carpenter's hourly wage rate:

INSULATOR INSTALLERS & WEATHERSTRIPPING TRAINEE

PERIODS	PERCENTAGE	COMMERCIAL WAGE RATE	LIGHT COM'L WAGE RATE	RESIDENTIAL WAGE RATE	BENEFIT CODE
Pre-Apprentice	35%	$8.66	$6.30	$5.76	(0)
1st Period	40%	$9.90	$7.20	$6.58	(1)
2nd Period	50%	$12.38	$9.00	$8.23	(1)
3rd Period	60%	$14.85	$10.80	$9.87	(1)
4th Period	65%	$16.09	$11.70	$10.69	(2)
5th Period	70%	$17.33	$12.60	$11.52	(2)
6th Period	75%	$18.56	$13.50	$12.34	(2)
7th Period	80%	$19.80	$14.40	$13.16	(2)
8th Period	90%	$22.28	$16.20	$14.81	(2)
Journeyman	100%	$24.75	$18.00	$16.45	(2)

Contractors will be permitted to utilize a ratio of one (1) apprentice or trainee for each journeyman.

Percentages for residential or light commercial trainees will be the same as commercial trainees except that wage rates will be calculated from the hourly rate for residential or light commercial journeymen as the case may be. A trainee shall be classified as residential or commercial based on

Health and Welfare	$2.30
Pension	$1.01
Vacation/Supplemental Dues	$1.67
Cooperation Committee	$0.21
Industry Advancement Fund	$0.05
Contract Administration	$0.02

Effective thereafter, throughout the life of the Agreement, the Contractor agrees to maintain contributions for these funds in accordance with the Master Labor Agreement.

Effective July 1, 1998, Fringe Benefits rates for Commercial work will be as follows:

Health and Welfare	$2.30
Pension	$1.01
Vacation/Supplemental Dues*	$2.67
Cooperation Committee	$0.21
Industry Advancement Fund	$0.05
Contract Administration	$0.02

* On commercial work, a pre-apprentice receives sixty-seven cents ($0.67) vacation/supplemental dues contribution and 1st and 2nd period apprentices receive one dollar and sixty-seven cents ($1.67) per hour vacation contribution. Throughout the life of the Agreement, the Contractor agrees to maintain contributions for these funds in accordance with the Master Labor Agreement.

6. TOOLS AND EQUIPMENT

The following tools will be furnished by the employee for use during his period of employment with the Contractor. These tools shall be maintained by the employee in good working order.

(1) Staple Guns	(6) Wire Cutters
(2) Pouch	(7) Chalk Line
(3) Knife and Blades	(8) Hand Saw
(4) Claw Hammer	(9) Steel Rule
(5) Pliers	(10) Hand Planers

Any additional tools and/or equipment will be issued to the employee for retention during his period of employment with the Contractor. The employee shall return all such tools and/or equipment when employment is ended with said Contractor.

7. YARDMEN

It is mutually agreed that all handling, loading and supervision of material in the Contractor's yard including delivery work of the Insulator and employees engaged in the above work shall be covered by these working rules and all other provisions in this Labor Agreement.

Yardmen shall be permitted to do preliminary work on the jobsite. Yardmen shall be limited to one (1) hour per day per job of preliminary installation work. If more than one (1) hour of preliminary work is performed, all job site work performed by the yardman shall be compensated at the rate of sixteen dollars and forty-five cents ($16.45) per hour.

The Contractor shall be limited to two (2) yardmen per ten (10) installation employees.

The minimum wage rate for yardmen shall be six dollars and fifty cents ($6.50) per hour. No current yardmen shall receive a reduction in pay as a result of the signing of this Agreement.

Fringe benefits contributions for Yardman will be as follows:

Health and Welfare $2.30
Vacation/Supplemental Dues $1.67

Health and Welfare contributions will begin on the 31st day of work.

Effective thereafter, throughout the life of the Agreement, the Contractor agrees to maintain contributions for these funds in accordance with the Master Labor Agreement.

8. JOB TRAVEL

Employees shall travel to and from their work on their own time and by means of their own transportation. Employees shall be paid for loading, unloading and handling of materials, and travel from job to job, shop to job, or job to shop. This provision will not require payment of travel time if a contractor makes available on a voluntary basis company vehicles for travel from shop to job.

9. POLYSEAL

A polyseal piece rate shall be established at $0.005 per foot or sixteen dollars and forty-five cents ($16.45) per hour minimum for a journeyman. No employee shall receive less than sixteen dollars and forty-five cents ($16.45) per hour regardless of whether wages are calculated on an hourly or piece rate basis.

10. INSULATION INDUSTRY FUND

The parties will discuss the establishment of a jointly administered Insulation Industry Contract Administration Trust Fund to police this agreement, to be funded by Contractors performing work covered by the Agreement. The Contractors agree to pay twenty cents ($0.20) per hour on all commercial work to fund this Trust Fund should it be established. (To offset the expense to the Contractors the Union has agreed to delete the Apprenticeship contribution of ten cents ($0.10) and reduce pension contributions by five cents ($0.05) to one dollar and one cent ($1.01). Such contribution shall be held in abeyance pending the establishment of the Trust Fund but the obligation

APPENDIX G
SPECIAL WORKING RULES FOR DIVERS ON CONSTRUCTION WORK

ARTICLE I

The following Special Working Rules for Divers on Construction Work are in addition to all the provisions of the Carpenters Master Labor Agreement and Appendix A, which govern the employment of divers and tenders on construction work, except as modified by these Special Working Rules.

It is understood that there may be other agreements affecting the employment of Divers under Appendix G. The terms and conditions of these agreements will be available to any Employer signatory to this Agreement. The terms of this Appendix G Diving Agreement are open to further negotiations when the Employer and Union agree that a specific project requires further evaluation.

ARTICLE II
DEFINITIONS

(A) **DIVER:** A Diver is a person who wears a type of diving gear which directly supplies him compressed air or other gases for breathing purposes and who personally enters and descends below the surface of the water, or any liquid medium, to work at the ambient pressures encountered therein. For the purposes of this Agreement, a person working in a submerged one atmosphere bell/vehicle is considered a Diver. Minimum crew size will be one (1) diver, one (1) tender.

(B) **STANDBY DIVER:** A Stand-By Diver is a person required to be on duty for any day or part thereof, but who has not been required to descend below the surface of the water or any liquid medium or be put under pressure in a chamber. A Stand-By Diver is also a person, dressed in at the dive location, immediately available to assist a Diver in the water for safety purposes.

(C) **TENDER:** A Tender is a person who, from above the surface of the water or liquid medium, aids and assists the Diver by handling tools and hoses; aids in dressing and undressing the Diver; maintains communications with the Diver; and generally maintains the diving equipment on the jobsite.

(D) **MANIFOLD TECHNICIAN:** A technician qualified to operate a manifold and/or mixer of helium, oxygen or other gases for the purposes of providing the proper mixture of these breathing gases to the Diver or Divers.

(E) **ASSISTANT TENDER:** An Assistant Tender is an extra Tender available to assist the Diver's regular Tender.

(F) **FSW:** Feet of Sea Water or equivalent static pressure head.

(G) **DIVER'S REGULAR HOURLY RATE:** Pile Driver Foreman's hourly rate plus one dollar

($1.00) per hour.

(H) **WET PAY:** The rate a Diver is paid for actually descending below the water's surface. This amount shall be equivalent to the Diver's regular hourly rate.

ARTICLE III
PAY SCALES

The classifications of Diver, Standby Diver and Tender shall receive a minimum of eight (8) hours pay at the appropriate pay rate for any day or part thereof worked.

A. STANDBY DIVER

A Diver who is not required to dive shall receive the Diver's regular hourly rate.

B. DIVER DIVING:

1. A Diver who is required to wet dive from the surface shall receive the Diver's regular hourly rate, plus a wet pay rate equivalent to the Diver's regular hourly rate, for depths up to and including fifty (50) feet. When it is necessary for a Diver to descend below the surface of the water to depths in excess of fifty (50) feet, a premium according to the following schedule shall be paid, in addition to the Diver's regular hourly rate plus wet pay as determined above:

DEPTH BELOW WATER SURFACE (FSW)	AMOUNT OF PREMIUM PER FOOT
50 ft. to 100 ft	$1.50
101 ft. to 150 ft	$2.00
151 ft. to 220 ft	$2.50
221 ft. and deeper	$3.00

2. The actual depth in FSW shall be used in determining depth premium.

3. **Premium Rates for Diving in Enclosures:**

(a) Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, a premium according to the following schedule shall be paid, in addition to the Diver's regular hourly rate, plus wet pay, and any applicable depth pay.

DISTANCE TRAVELED FROM ENTRANCE	AMOUNT OF PREMIUM PER SHIFT
150 ft. to 200 ft	an additional $10.00
201 ft. to 250 ft	an additional $10.00
251 ft. to 300 ft	an additional $10.00

Each succeeding fifty (50) feet, or part thereof, an additional twenty dollars ($20.00). These premiums are per day, midnight to midnight.

(b) When it is necessary for a Diver to enter any pipe or tunnel or other enclosure in which the diver is unable to stand erect, a premium, according to the following schedule, shall be paid in addition to the Diver's regular hourly rate, plus wet pay, and any applicable depth pay.

DISTANCE TRAVELED FROM ENTRANCE	AMOUNT OF PREMIUM PER SHIFT
5 ft. to 50 ft.	an additional $3.00
51 ft. to 100 ft.	an additional $3.00
101 ft. to 150 ft.	an additional $3.00
151 ft. to 200 ft.	an additional $6.00

In excess of two hundred (200) feet, an additional one dollar ($1.00) per foot.

(c) Premiums shall be paid under (a) or (b) above, but shall not be paid under both. These premiums are per day, midnight to midnight and shall be determined from point of entry.

4. **BELL/VEHICLE OR SUBMERSIBLE OPERATOR DIVING NOT UNDER PRESSURE, ETC.:** One atmosphere bell specifically designed for construction work (including Jim Suits, etc.) and self-propelled manned submersible operators shall be paid the Diver's regular hourly rate plus wet pay. It is understood that engineering, inspection, and management personnel who use a one atmosphere bell from time to time are not covered by this Agreement.

C. MANIFOLD TECHNICIAN:

1. For days on which mixed gas diving is not conducted, a Manifold Technician shall receive Pile Diver Foreman's scale.

2. For days on which mixed gas diving is conducted, a Manifold Technician shall receive Pile Driver Foreman's scale. plus five dollars ($5.00) per hour.

D. TENDER:

1. A Tender shall receive the hourly rate of the classification of Pile Driver Foreman when he is required to be on duty regardless of whether any diving is actually performed or not.

2. The Tender shall receive a premium equivalent to one (1) hour at the straight-time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

E. An Assistant Tender shall receive the hourly rate of the classification of Pile Driver.

F. All premiums are in addition to the base or overtime rate and are not to be used in calculating

overtime.

G. MISCELLANEOUS:

1. This Agreement does not include any gear or special equipment rentals.

2. Fringe benefits are due as specified in the Carpenter's Master Labor Agreement for Southern California for each hour worked or paid for with the exception of premiums.

3. Employees may be required to perform any combination of work within the Diving team/crew.

4. It is understood that the Diver will dive up to the total depth times covered in Article IV, Section D without additional premiums.

ARTICLE IV
SAFETY & HEALTH WORKING RULES

The Union and the Contractors recognize that the work in which they engage is both highly specialized and extremely technical in nature, and that unless continuous and effective safety practices are employed, the possibility of accidents of extreme gravity to life, limb and property will always be present.

Safety shall have the highest of priorities in this Agreement.

A. All Federal and State safety rules, regulations, orders and decisions shall be binding upon the individual Contractor and shall be applied to all work covered by this Agreement. No employee shall be required to work under unsafe conditions.

B. At this time are three (3) sets of rules governing diving safety.

a) CAL-OSHA
b) Federal OSHA
c) U.S. Coast Guard

A copy of the appropriate rules and regulations must be on the jobsite and be available to all members of the dive team.

C. When a Diver is performing diving work under the terms and conditions of this Agreement, he shall be tended by a Tender who is satisfactory to the Diver concerned.

D. For Surface Supplied Air Diving, Divers subject to ambient pressure of the depths listed will not be required to remain on the bottom for a total bottom time longer than the time limits set below:

G. Employees living aboard floating or other offshore quarters provided by the Employer located at the worksite:

1. And who are ready, and available for work at the start of their regular shift Monday through Friday shall receive a minimum of eight (8) hours pay at their applicable hourly rate of pay.

2. And who are required by the Employer to standby on Saturday, Sunday and holidays, but not put to work, shall receive a minimum of eight (8) hours pay at the applicable overtime rate of pay.

ARTICLE VI
WORKING RULES
STARTING TIMES, SHIFTS AND OVERTIME

A. Except as modified by this Appendix G, the provision of the Carpenters Master Labor Agreement, Article XVI, and Appendix A Working Rules shall apply to this Appendix G.

B. Reporting for work: Any workman or employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for one (1) hour at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report.

ARTICLE VII
DEEP WATER, BELL/VEHICLE SYSTEM TOTAL SATURATION DIVING AGREEMENT

The Employer and the Union agree that the work covered under this Agreement or using diving apparatus, will be performed by employees represented by the United Brotherhood of Carpenters and Joiners of America.

This Agreement shall apply to and cover the following Classifications: Foreman, Divers, Tenders, Technicians, Remote Controlled Vehicle (RCV) and Remote Operated Vehicle (ROV).

All of the terms and conditions of this Agreement will be incorporated into the Southern California Carpenters Master Labor Agreement, Appendix G.

The Diving Contractor and the Union agree that the strong intent of this Agreement is that only experienced and highly qualified Journeyman will be employed.

ARTICLE VIII
TYPE OF WORK WITHIN THE JURISDICTION OF THIS AGREEMENT

Bell/Vehicle Diving or Total Saturation Systems specifically including, but not limited to, all underwater and deck work in support of same when using surface supplied air or mixed gas.

The work covered by this Agreement shall include all work under the jurisdiction of the Southern California Master Labor Agreement.

ARTICLE IX
SAFETY

A. The Union and the Contractors recognize that the work in which they engage is both highly specialized and extremely technical in nature, and that unless continuous and effective practices are employed, the possibility of accidents of extreme gravity to life, limb and property will always be present.

SAFETY SHALL HAVE THE HIGHEST OF PRIORITIES IN THIS AGREEMENT.

B. All Federal and State Safety Rules, regulations, orders and decisions shall be binding upon the individual Contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions. The individual Contractors shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Unions or District Councils are responsible for such implementation or maintenance.

C. Upon initially reporting for work, each foreman shall be provided with a list of available medical doctors with thorough training in, and knowledge of, the medical problems associated with submarine medicine. This list shall also be permanently posted on the work site.

D. **DIVER FATIGUE.** All divers making mixed-gas dives must have at least eight (8) hours of sleep within the last twenty-four (24) hours.

E. **PHYSICAL EXAMINATIONS.** A Diver, when first accepting a job from a Diving Contractor, providing he has not had a physical in the preceding twelve (12) months, must be given a medical examination by the diving contractor conforming to schedules recommended by the appropriate Government Agency.

ARTICLE X
WORKING RULES AND CONDITIONS GOVERNING PRESSURIZED BELL/VEHICLE DIVING AND/OR SATURATION DIVER

DEFINITIONS:

A. DIVER: A Diver is a person who wears a type of diving gear which directly supplies him with compressed air or other gases for breathing purposes and who personally enters, and descends below, the surface of the water or any liquid medium to work at the ambient pressures encountered therein. For the purposes of this agreement, a person working in submerged bell or vehicle is considered a diver.

B. BOUNCE OF SHORT DURATION DIVING USING THE PRESSURIZED BELL: Consists of a Diver going under pressure to a given depth, spending a short period of time consistent with current diving tables, and then coming to the surface and decompressing on short decompression profile. Minimum crew size will be a total of seven (7) men.

C. BELL DIVING UNDER PRESSURE: For short duration dives using a bell, in addition to the Diver's regular hourly rate, a premium of one dollar ($1.00) per foot of pressure from the surface (FSW) shall be paid. This premium is per day, midnight to midnight and shall be paid regardless of whether or not the Diver actually leaves the bell.

D. SATURATION MODE OF DIVING

(1) Consists of a Diver living under pressure continuously until a work task is complete and then decompressing at a saturation decompression profile. It shall be permissible to saturate two divers to complete a work task that prohibits short duration diving with a minimum crew of ten (10) men, plus additional personnel as required.

(2) On saturation work, where more than two divers are required to be saturated (diving is required around the clock), the minimum crew will be a total of fifteen (15) men.

ARTICLE XI

E. WAGES, HOURS AND WORKING CONDITIONS

CONDITIONS:

1. Diving Bells are used to carry the divers to and from their work site and are capable of locking onto deck decompression chamber or complexes for living and/or decompression that is suitable to the divers and will pass all current requirements in areas of work; i.e. State, Coast Guard, Federal.

2. All members of the diving crew are classified as follows: Diving Foreman, Divers, Tenders, Technicians, Manifold Operators, Pressurized Submersible Operators, RCV and ROV Operators.

3. There is a minimum of two (2) men with the diving system at all times to ensure and protect the integrity and safety of the diving equipment through daily maintenance.

4. Paragraph 3, above, shall not apply on a call out basis.

5. **WAGES (DAILY RATE):**

A. <u>SHORT DURATION DIVING</u>

A diver using surface supplied air or helium-oxygen receives standby pay of pile diver foreman scale plus one dollar ($1.00) per hour with a minimum of eight (8) hours. When required to descend below the surface of the water, he will be paid twice the standby rate plus applicable footage.

B. SHORT DURATION BELL/VEHICLE DIVING

Short duration diving or bounce dive using the Pressurized Bell/Vehicle; Divers pay rate, diving wet pay plus applicable pressure premium. Wet or dry, midnight to midnight.

C. SATURATION DIVING

Current divers standby rate until saturation starts. Once under pressure, the rate will be six (6) times diver's eight (8) hour minimum standby rate (twenty-four (24) times straight-time hourly wet pay rate); plus bonus for applicable depth or pressure. The pay remains the same for either non dive or dive days. This rate constitutes payment for the entire twenty-four (24) hour period measured from midnight to midnight.

D. DIVING FOREMAN

A diving foreman shall receive a diver's hourly wet pay plus one dollar and fifty cents ($1.50) per hour. Foreman shall not dive except in a life threatening emergency.

E. DIVER'S ASSISTANT FOREMAN

A diver's assistant foreman shall receive the diver's hourly wet pay, plus one dollar ($1.00) per hour.

F. DIVERS RATE

A diver's standby rate is a pile driver foreman's scale, plus one dollar ($1.00) per hour, with a minimum of an eight (8) hour shift.

G. TENDER'S RATE

Tenders will be paid the same hourly rate as a pile driver foreman, with a minimum of an eight (8) hour shift.

H. MANIFOLD OPERATOR

A manifold operator will be paid a pile driver foreman's scale plus five dollars ($5.00) per hour while operating the manifold. All other technicians and support personnel will be paid at the rate of a pile driver man.

I. SURFACE RCV AND ROV OPERATOR

Wage scale same as Piledriver Foreman.

J. SURFACE RCV AND ROV TENDER/TECHNICIAN
Wage scale same as Piledriver.

K. SATURATION DEPTH PAY BONUS

One dollar ($1.00) per foot of pressure shall be paid per diver per twenty-four (24) hours, from midnight to midnight, from surface (wet or dry).

L. SHORT DURATION DIVES USING THE BELL/VEHICLE

The rate of one dollar ($1.00) per foot of pressure per diver per twenty-four (24) hours, midnight to midnight from surface (wet or dry) diving or decompression.

M. STANDBY ALERT TIME

Standby alert time on beach shall be one (1) standby shift per twenty-four (24) hours. Increased bottom times and depths may be negotiated between the Contractor and the Union as new experiments may prove feasible.

6. HOURS AND OVERTIME

A. SUPPORT PERSONNEL

When twelve (12) hour shifts are worked, the starting time for each shift shall be established within one (1) hour of 12:00 a.m. and 12:00 p.m., unless mutually agreed to the contrary by the parties. The pay for the first eight (8) hours of any twelve (12) hour shift, Monday through Friday, shall be paid at the regular hourly wage rate, and time and one-half (1½) the regular hourly wage rate shall be paid for the balance of the shift.

B. SATURATION CREWS

Overtime for people under Saturation begins Friday midnight and ends midnight Sunday. The following holidays, or days celebrated as such, shall be paid at double the straight-time rate: (1) New Year's Day, (2) Memorial Day, (3) Independence Day, (4) Labor Day, (5) Veteran's Day, (6) Thanksgiving Day (7) the day after Thanksgiving Day and (8) Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday.

C. SHIFT PERSONNEL WHEN BILLETED OFFSHORE

The employer may establish two (2) twelve (12) hour shifts. When working such shifts the starting time for diving support personnel shall be established within one (1) hour of 12:00 a.m. or 12:00 p.m. unless mutually agreed to by parties. When working twelve (12) hour shifts, starting time for divers shall be established as beginning when the diver is summoned to perform tasks by diving foreman or by a party to whom he has delegated this authority. If extenuating circumstances prevent at least a six (6) hour rest period between shifts, the personnel working such shifts shall be paid during the rest period and overtime rates will apply. The contractor agrees that he will make every reasonable effort to restrict such activity to strictly extraordinary situations.

D. Diver is to receive a minimum of twelve (12) hours standby pay per day.

E. All work on Saturday will be paid at time and one-half (1½) the regular hourly wage rate. All hours worked on Sunday and holidays will be paid at double (2) the regular hourly wage rate.

7. CREW SIZE CONCERNING BOUNCE AND/OR SATURATION DIVING

A. **Bounce of Short Duration Using Bell.** Consists of a diver going under pressure to a given depth, working a period of time consistent with current tables and then coming to the surface and decompressing. Minimum crew size will be a total of seven (7) men.

1 - Diving Foreman
1 - Manifold Operator
3 - Divers
2 - Systems Tenders

B. **Saturation Diving.** Consists of diver living under pressure continuously until work task is complete and then decompressing at a saturation decompression profile. It shall be permissible to saturate two (2) divers to complete work task that prohibits short duration diving with a minimum crew of ten (10) men. On Saturation work, where more than two (2) divers, but not more than four (4) divers, are required to be saturated, the minimum crew to maintain the operation around the clock will be fifteen (15) men. The number of men needed for this operation shall be consistent with the job requirements and the safety requirement.

C. **Saturation Crew Breakdown**

2 - Foremen
3 - Manifold Operators
4 - Divers
2 - Technicians
4 - Systems Tenders, 1 shall be E.M.T. Technician

In the event that any of the diving crew on paid shore standby alert finds it necessary to go off alert, he will be off the payroll during the time he is not on alert and the diving contractor will hire a man on a temporary basis to replace him.

8. DIVING CREW STEWARD

Diving Crew Steward will be appointed on each job by the Union. All provisions of the Master Labor Agreement pertaining to Job Stewards shall apply.

9. HIRING

A. All dispatches and job clearances for the members of diving crews working offshore will be dispatched through the Piledrivers Local Union 2375. To avoid duplication or order and to effect an orderly hiring procedure, the Diving Contractor agrees that when calling the Union for men, to designate a responsible representative which the Union will recognize as the Agent of the Diving Contractor with the authority to hire. "The Union shall maintain an exclusive non-discriminatory hiring hall to fill requisitions for personnel on the diving crew. The Diving Contractor agrees to give preference to Local area personnel where feasible.

B. An employee employed by one (1) or more of the Contractors for a period of eight (8) days continuously or cumulatively shall be, or become on the eighth (8th) day or eight (8) days after the effective date of the Agreement, whichever is later, a member of the Union and shall remain a member of the Union as a condition of continued employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such 'Union'."

C. Divers can be flown directly to the jobsite with a dispatch, after first notifying the hiring hall. All pertinent information such as name, social security number and their local union number and location will be given to the Union prior to work or not later than twenty-four (24) hours. The Contractor shall be the sole judge of the qualifications of the men (diving crew).

10. GRIEVANCE PROCEDURE

Procedure for settlement of Grievance and Disputes shall be conducted in the manner provided for in the Southern California Master Labor Agreement.

11. COVERAGE

A. Work covered by this Labor Agreement, and these Special Working Rules for Divers on Construction Work, shall include construction work (except as excluded below) and work performed from oceanographic and/or research vessels, seismographic and/or other vessels operating either temporarily or permanently out of ports in Southern California, and in all areas located the distance one-half way from Local 2375 to the nearest Pile Drivers Local affiliated with the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and shall include work concerning fisheries research and all other types of oceanographic and marine research and/or experimental bell diving work requiring the use of deck decompression chambers with submersible diving chambers.

B. The work covered by this Agreement and this Appendix shall include all work under the jurisdiction of the Union and the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and shall include, but not be limited to, such work as described as follows:

Submarine diving in all its branches and phases, such as the salvage of all ships, vessels and barges, etc., the underwater repair, removing, dismantling, demolition, burning and welding in all marine salvage operations; all underwater construction and reconstruction, and the salvage and removing of all underwater structures; underwater inspections and repair of hulls, docks, bridges and dams, underwater pipelines, sewage and water systems, underwater suction and discharge lines such as those used at chemical plants, pulp mills, and desalinization plants; inspecting, surveying, removing, rescuing and recovering of all objects below water surface; all underwater work necessary on offshore oil platforms, permanent or temporary, including all floating drill rigs and jack-up platforms; all underwater well completion; all underwater work on pipelines and hookups including petroleum, gas, water and sewage systems; the laying of underwater power and/or communications cables where diving is necessary; all offshore marine mining and dredging operations using Divers in any phase of their work seeking minerals and/or precious metals, etc.; all petroleum, fisheries, oceanographic research and experimental work where the use of Divers are necessary; all underwater demolition and blasting work requiring the use of Divers; the term underwater structures shall include beached or sunken vessels and other marine equipment.

12. Area of Jurisdiction

This Agreement and the Special Working Rules for Divers on Construction and the Trust Agreements shall apply to all areas within the jurisdiction of Local 2375 and the areas shall include the 12 Southern California Counties; Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, Mono, San Diego Counties and the areas described as Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, San Clemente Island, Santa Catalina Island, San Miguel Island, Santa Rosa Island, Anacapa Island (Channel Island Monument), Santa Barbara Island, including all offshore waters and waters of the continental shelf seaward from the boundaries of the southern half of the State of California; and including all inland waters, rivers and lakes, natural and/or man-made, within the boundaries of the Counties of Southern California and the five southern counties of Nevada: Clark, Lincoln, Nye, Esmeralda and Mineral.

MEMORANDUM OF AGREEMENT

by and between

the SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

AND

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.
BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC.
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.
MILLWRIGHT EMPLOYERS ASSOCIATION

Changes to the 1998-2002 Master Labor Agreement

06/14/02

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Chief's Office

The Associated General Contractors of California, Inc. Building Industry Association of Southern California, INC., Southern California Contractors Association. Inc., Millwright Employers Association, Inc. (collectively referred to the "Associations") and the Southern California Conference of Carpenters ("Union") agree that the 1998-2002 Carpenters Southern California Master Labor Agreement will be modified as follows (new language is shown in bold, deleted language is show as a strikeout):

ARTICLE I shall be amended as follows:

1. 102.5.1 This Agreement shall cover all work in connection with self-supporting scaffolds ~~over fourteen (14) feet in height~~ or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling, **and the operation of all equipment used by the scaffold contractor, including lifts and other mobile equipment used in connection with this work.** Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the Carpenters.

2. 102.6.4 The provisions of Article I of this Agreement shall not apply to the manufacturing of identifiable standard manufactured commercial brand name forms such as UNIVERSAL, SYMONDS or similar type forms. **Carpenters shall assemble and install such forms on the jobsite.**

3. 108 Insulation installation work, which is covered in this Article, shall be performed under all of the terms and conditions of the Insulation Agreement between the Contractors and the Southern California Conference of Carpenters. (See Appendix C to this Agreement). **Also covered is the installation of firestop materials and all related work. Such work may be performed pursuant to the Firestop Agreement. Article V, Section 503 shall not apply to firestop work.**

4. Section 113 shall be deleted in its entirety and subsequent paragraphs shall be renumbered as appropriate.

5. Add as a new Section 111 (or in another appropriate position and renumber paragraphs) the following section:

   All layout work traditionally performed by Carpenters, including layout for work to be performed by the carpenter trades, shall be performed by Carpenters covered by this Agreement.

6. Add as a new Section 111 (or in another appropriate position and renumber subsequent paragraphs) the following sections:

   The work covered by this Agreement shall include the installation of premanufactured expansion joints and seismic joints shall be covered by this agreement and performed by Carpenters. Article V, Section 503 shall not apply to such work.

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ARTICLE IX shall be amended as follows:

7 Add as a new Section 904 the following:

The parties recognize the applicability of Industrial Welfare Commission Wage Order 16 to work performed under this Agreement. Any alleged violation of Wage Order 16 shall constitute a grievance, which shall be recognized under the grievance procedure of this Agreement.

ARTICLE XII shall be amended as follows:

8. Section 1205 shall be deleted and replaced with the following:

The Union shall sign project agreements with MBE's and WBE's when required by bid specifications or government regulations.

ARTICLE XIV shall be amended as follows:

9. The term of the Agreement shall be July 1, 2002 through June 30, 2006, and these dates shall be reflected wherever appropriate throughout the Agreement.

ARTICLE XVI shall be amended as follows:

10. 1602.1 Eight (8) consecutive hours, exclusive of meal period, between ~~7:00 a.m.~~ 5:00 a.m. and 5:00 p.m., shall constitute a days work. Forty (40) hours, Monday ~~7:00 a.m.~~ 5:00 a.m. through Friday 5:00 p.m., shall constitute a weeks work.

11. 1611.3 Increase amount of reimbursable room costs to $45.00

ARTICLE XVI shall be amended as follows:

12. Wage increase for all classifications*:

2002	**$1.52 (includes an additional ($0.01) each to the Industry Advancement Fund and the Contract Administration Fund**
2003	$1.50
2004	$1.50
2005	$1.50

Increases to be allocated by Union, change all affected provisions in MLA to reflect increase, i.e., Attachment I, Article III, Article XVIII, Apprenticeship Schedules

* (Increase for Scaffold Builders and Fence Builders to be determined by outcome of negotiations with those employers)

13. 1801 Increase foreman differential to $2.00 over the hourly rate of highest carpenter classification over which they have responsibility. This shall also apply to Piledriver foreman which is listed as a separate wage classification.

14 Revise 1808 to increase premium for certified welder to $1.00 per hour. This change shall also apply to Appendix A and B and any other section which references certified welders.

15. Delete 1812 in its entirety to eliminate the $2.00 differential for San Bernardino and Riverside County. The 35 hour cap contained in 1811 will continue to apply to Riverside and San Bernardino Counties.

OTHER AMENDMENTS

16. Amend various Appendices, including Appendices A, B and G to reflect changes negotiated with the employers or employer groups representing those contractors performing that specialized work.

17. Add a new Section in an appropriate location the following language:

JOB REGISTRATION

Section 1. Each Contractor shall notify the UNION in writing, on a uniform job registration form approved by the Union and the Association which shall show at a minimum the location of each job on which the Contractor will be performing work covered by this Agreement, as well as known subcontractors. Such notice shall be given at least 48 hours prior to the commencement of work. On jobs where the time factor does not permit registration of jobs prior to their commencement, the Contractor shall notify the Union by telephone or fax giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form within 48 hours thereafter.

Section 2. In the event an employer takes over the performance of the contract covered by the terms of this Agreement for another employer, the successor employer shall notify the Contract Administration Committee by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work.

18. The Union will develop a program to assist contractors in tracking the various certifications required of it's carpenters and both the union and the Associations (and their members contractors) will work on programs to encourage all carpenters to upgrade their skills and obtain certifications. If contract language is needed regarding this subject it will be added to the Agreement. The parties will continue to discuss these issues.

19. The Memorandum of Understanding on Drug Abuse Detection and Prevention will be amended to allow on site screening consistent with SAMSHA standards to be used as part of the drug testing procedure.

Dated _____

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Chief's Office

Memorandum of Agreement between the
Southern California Conference of Carpenters and the
AGC of California, Inc., BIA of Southern California, Inc., SCCA, Inc. and MEA
July 1, 2002 - June 30, 2006 MLA
Page 6

The UBC Committee recommended an additional one cent ($0.01) contribution per hour to the Contract Administration Fund and an additional one cent $0.01 per hour contribution for the Industry Advancement Fund. In addition, each fund can be increased by an additional one cent ($0.01) per hour if needed during the term of the agreement.

Associations:

Associated General Contractors of California, Inc.
Building Industry Association of Southern California, Inc.
Southern California Contractors Association, Inc.
Millwright Employers Association

8/2/02

Clair McChristy signing on behalf of Thomas T. Holsman — Date

For the Union:

Southern California Conference of Carpenters

8/6/02

Gordon K. Hubel signing on behalf of Douglas J. McCarron — Date

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