STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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

SCOPE OF WORK PROVISIONS

FOR

CARPENTER

Engineering Construction

IN

SAN DIEGO COUNTY

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
and the
ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER, INC.
MASTER ENGINEERING CONTRACTORS LABOR AGREEMENT
2006 - 2010

The Southwest Regional Council of Carpenters and the Associated General Contractors, San Diego Chapter, Inc., agree to modify and amend the 2002 -2006 Master Engineering Contractors Labor Agreement, as follows (redlined, underlined language is added, language struck out is deleted):

1. Change dates, change names of Trust Funds to reflect correct names and change name of Southern California Conference of Carpenters to Southwest Regional Council of Carpenters throughout Agreement.

2. Change Section 2 and throughout where appropriate to reflect new 4 year Agreement effective July 1, 2006. Add language to require notice of termination to be given at least sixty but no more than ninety (90) days prior to expiration.

3. Amend Section 4 to specifically reference layout and stripping "as assigned by the Employer" to covered work.

   2. The prefabrication or construction of forms for: footings, foundations, slabs, walls, suspended slabs or columns, for structures of all descriptions, whether made of wood, metal plastic, composition material or any other type of material including the erection thereof.

4. Amend Section 14 A to allow the Employer to retain 2 foreman after the steward:

   .....It is recognized by the Employer that the Steward shall remain on the job as long as there is work being performed in his craft which he can perform capably, provided that the Employer may retain two (2) foreman at all times.....

5. Amend Section 17 to require the Employer to provide all safety equipment.

   The Employer shall furnish for the use of his employees any necessary water proof or foul weather gear, safety helmets, safety shoes (with exception of shoe liners), or any other necessary protective clothing or safety equipment, except for safety shoes, as required by CAL-OSHA or the Employer. Employees may be held monetarily responsible for such items properly

checked out to them with the understanding that such items broken, worn out in normal use, or lost in a manner beyond the control of the employee are excluded. No employee shall be disciplined or suffer any loss in wages or fringe benefits on account of having refused to perform work reasonably perceived by the employee to be dangerous to the employee's health or safety.

6. Add to Section 19 that employee taking and passing drug test will be paid up to 2 hours.

The Union recognizes the Employer's right to establish a drug testing policy for their employees. Any drug testing policy will conform to the standards of the Substance Abuse and Mental Health Services Administration (SAMSHA). An employee taking and passing a drug test will be paid for the time taken testing, up to two (2) hours. Any employee may be terminated for refusing to submit to drug testing, drinking on the job, drunkenness, dishonesty or for any lawful reason which affects the employees qualification to perform work on the jobsite. Any discharge may be subject to the grievance procedure.

7. Amend Section 20 to provide for double time after 12 hours and to provide a twelve hour break before an employee starts on a new shift.

A. WORKDAY/WORK WEEK Forty (40) hours worked from Monday through Friday shall constitute a week's work. Any work actually performed in excess of eight (8) hours in one day, up to twelve (12) hours, or forty (40) hours during any work week, and any work performed on a Saturday shall be payable at the rate of one and one-half (1 ½) times the employee's straight-time hourly rate; except that an employee who does not complete a full forty (40) hour week for reasons beyond the control of the Employer, such as inclement weather, may voluntarily work a makeup shift (whole day only) on Saturday at the straight time rate of pay, with the approval of the Regional Council. Work on Sundays, holidays and after twelve (12) hours on any day shall be paid at double time.

B. No employee shall be required to work more than five (5) consecutive hours without a one-half (½) hour meal break. When employees are required to work over five (5) hours without being provided with a one-half (½) hour uninterrupted meal period, they shall receive the appropriate overtime rate of pay.

C. All starting and quitting times shall be determined by the Employer. If an employee has his shift changed in he will be paid the appropriate overtime rate for the first shift after the change unless there is at least a twelve hour break between shifts.

.....

8. Amend Section 22 to provide for direct deposit of checks.

A. All wages due employees must be paid weekly on a designated pay day by the Employer on the jobsite prior to end of the employee's shift. Contractors may pay employees utilizing direct deposit as provided under California law

9. Amend Section 23 B. to provide that if Christmas or New Years falls on a Saturday, the preceding Friday shall be considered the legal holiday.

B. If any of the above Holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid at the double time rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger. If Christmas or New Years falls on a Saturday the preceding Friday shall be considered a legal holiday.

10. Amend Section 27 to provide that an injured employee will be paid per Section 21 (2/4/6/8/ clause).

Employees who are, as a result of an industrial injury not caused by their violations of State Law, CAL-OSHA standards or violation of the posted Employer's Safety Procedures, unable to complete a full day's work, shall be paid in accordance with the provisions contained in ~~Section 22~~ Section 21 until returned to his vehicle.

11. Amend Section 31 G to provide for a $3.00 per hour differential for foreman.

12. Delete Section 31J

~~J. This Agreement will in no way negate existing jurisdictional Agreements between the Union signatory to this Agreement and other building trades unions.~~

13. Amend Section 32 to provide for the following wage increase, to be allocated by the Union:

7/1/2006	$2.00 to be allocated $0.10 to Dues and $1.90 to wages
1/107	$0.25 to be allocated to pension
7/1/2007	$2.25 to be allocated by the Union.
7/1/2008	$2.25 to be allocated by the Union
7/1/2009	$2.25 to be allocated by the Union.

On jobs advertised before July 1, 2006 wage rates will increase by $1.40 effective July 1, 2006 (allocated $1.30 to wages and $$0.10 to dues) and an additional $0.25 allocated to pension effective January 1, 2007. This rate will be effective for one year.

14. Delete the following language from Section 34 A:

> The Employers and the Union recognize the need for a trained work force and to this end indenture apprentices and trainees in full conformity with the National Joint Apprenticeship and Training Standards, the California State Apprenticeship and Training Standards of the trade, ~~which have been approved and agreed to by the authorized representatives of the Employer and the Union signatory hereto. The aforementioned apprenticeship and training standards are hereby made a part of this Agreement.~~

15. Amend Section 35 L to change Millwright apprenticeship to five year program with wages for 1st period starting at 50% of journeyman and increasing by 5% per period. APP

16. Amend Section 35 A 7 to establish minimum wage scale for General Foreman.

> 7. Millwright Foreman assigned responsibility over one or more Millwright Foreman shall receive $2.00 per hour more than the foreman pay and shall be called a General Foreman. Millwright General Foremen shall be responsible for issuing directions to Millwright Foremen and shall receive $3.00 over the Millwright foreman.

17. Amend Section 35 to provide for subsistence of $35.00 per day when a Millwright has to travel to project over 50 miles from San Diego Courthouse. TRA & SUB

18. Amend Section 36 dealing with divers to correspond to changes agreed to by diving contractors, subject to review by SD AGC.

19. Amend Section 36A to allow free solicitation for Piledrivers and give employers the right to transfer piledrivers and to call piledrivers by name from out of work list without limitation.

20. Add contribution of $0.10 per hour for San Diego Construction Advancement Fund (SDCAF). SDCAF

ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER, INC.

Jim Ryan

JIM RYAN, EXECUTIVE DIRECTOR

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

Gordon K. Hubel

GORDON K. HUBEL, CONTRACT ADMINISTRATOR

2001- 2002

MASTER ENGINEERING CONTRACTORS LABOR AGREEMENT

BY AND BETWEEN

ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER, INC.

AND

THE SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

RECEIVED
Department of Industrial Relations

AUG 01 2001

Div. of Labor Statistics & Research
Chief's Office

year and continue until agreement is reached or either party terminates.

B. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided above.

SECTION 3

AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California.

In the event the individual EMPLOYER'S signatory hereto through their membership in the Association perform work within the other 11 southern counties of California, (Los Angeles, Orange, San Bernardino, Ventura, Inyo, Mono, Kern, Imperial, Riverside, Santa Barbara and San Luis Obispo) the individual Employer agrees to submit to the Union evidence of the EMPLOYER'S signatory status for that area jurisdiction.

SECTION 4

WORK COVERED

A. Work covered by this Agreement shall include all jobsite work within the jurisdiction of the United Brotherhood of Carpenters performed by the Employer or its subcontractor for the construction, in whole or in part, or the improvement or modification thereof, of any project or other work and operations which are incidental thereto, and the operation, of all equipment, used in connection with the performance of the aforementioned jobsite work and services.

1. This Agreement covers jobsite construction work only. Jobsite is defined as an area within which construction work is being performed, the boundaries for which are the same as those boundaries delineated in the specifications for the job or project which may include such references as right-of-way, parcel, subdivision map, dedicated street or lot. In the case of subdivisions or planned unit development where construction phases are stipulated by construction contracts, jobsite will mean only that area covered by phases or units currently under construction and under the Employer's control.

B. COVERAGE:

The jobsite handling, rigging or transporting of all wood, wood products or other composition material by use of forklift, pettibone or other similar equipment directly related to the work over which the Carpenters have jurisdiction shall be the work of the United Brotherhood of Carpenters & Joiners of America.

The craft jurisdiction covered by this Agreement shall include the following work:

1. The erecting of structural parts of a structure made of wood or any substitute such as plastic or composition materials.

2. The prefabrication or construction of forms for: footings, foundations, slabs, walls, suspended slabs or columns, for structures of all descriptions, whether made of wood, metal plastic, composition material or any other type of material including the erection thereof.

3. The fabrication and/or setting of all templates and the setting of bolts for structural members or machinery.

4. Setting of forms for sidewalk lights, edge forms and bulkheads.

5. Where power equipment is used for the setting or dismantling or hoisting of forms, wood parts, precast concrete or any other material erected by Carpenters, all handling and signaling.

6. All work in connection with the handling, building, erecting and dismantling of any self supporting scaffold, including mast climber and swing stage, over 14 feet in height or any scaffold built for special purposes.

7. This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the United Brotherhood of Carpenters. Where the Contractor performs building construction work in San Diego County, he shall perform said work under the terms and conditions of the AGC Building Contractors Agreement.

Covered under this Agreement is all Pile Driver classification of work and related construction, including demolition, fabrication, placement and construction of bridges, wharf's, docks, piers, breakwaters, caissons, rip-rap and stone structures, jetties, piledriving, and off shore construction, and marine deck hand work on related offshore construction. Also related work on deep foundation projects including the: drilling and placement of pile materials, placement of soldier beams, H beams, sheet pile, wood, plastic and concrete pile, structures with related lagging and shoring, underpinning, welding, cutting, burning, rigging and handling of work materials, equipment assembly, maintenance and operation for marine and land projects.

Also covered is all construction where divers are utilized and acting as Divers/Tenders on construction. Divers are identified as performing construction,

maintenance and inspection work on new or existing projects, whether on land or marine environments. Construction requiring dive technology is defined in Section 36, J. and in Appendix G.

SECTION 5

UNION RECOGNITION

The Employer hereby recognize the Union as the sole and exclusive collective bargaining representatives of all employees of the Employer over whom the Union has work jurisdiction. It is understood that the Union does not at this time nor during the term of this Agreement, claim jurisdiction over the following classes of employees: The Employer's executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messenger boys, office workers or any employees of the Employer above the rank of foreman, provided, however, that it shall be a violation of this Agreement if the Employer performs, or uses any of these classes of employees to perform any of the work ordinarily performed by the workmen classified herein.

SECTION 6

RECOGNITION OF EMPLOYER

A. The Union hereby recognizes the Associated General Contractors of America, San Diego Chapter, Inc., as the sole and exclusive bargaining representative for their members, present and future, who are signatory to this Agreement, or hereafter become signatory members of said Employer Association, each of whom is, as used in this Agreement, an Employer.

B. As used in this Agreement, the term Employer also includes a General Contractor, a subcontractor, partnership, corporation, owner or other person or firm party to this Agreement by former signatory membership in the Employer Association or by signature to any other Agreement requiring observance of the terms of this Agreement.

C. Employers not current signatory members of the Employer Association shall not be covered by the provisions of Sections 16 and 30 of this Agreement, or the provisions of any reference to said sections contained elsewhere in this Agreement.

SECTION 7

the expense of, or on the Employer's time. If the Employer elects to have carpenter's saws and/or tools sharpened off the jobsite, he shall be responsible for the safe return of the tool or tools to the employee during working hours.

J. This Agreement will in no way negate existing jurisdictional Agreements between the Union signatory to this Agreement and other building trades unions.

SECTION 32

WAGES AND FRINGE BENEFITS

JOURNEYMAN CARPENTER

	7/1/2001
Wages	$27.40
Pension	1.01
Health & Welfare	2.30
Apprenticeship	.30
Vacation Supplemental Dues	2.82
Cooperation Committee	.21

JOURNEYMAN BRIDGE CARPENTER

	7/1/2001
Wages	$27.53
Pension	1.01
Health & Welfare	2.30
Apprenticeship	.30
Vacation Supplemental Dues	2.82
Cooperation Committee	.21

*Bridge Carpenter performs all work on bridge except driving of pile.

SECTION 33

CARPENTERS WAGES AND WORKING RULES FOR PRIVATE RESIDENTIAL LIGHT COMMERCIAL SITE DEVELOPMENT PROJECTS

The following provisions are for private residential/light commercial site development projects and do not apply to any prevailing wage projects. Any agreement, made between a private developer and an awarding agency for

reimbursement or buy-back of such work performed, may be subject to prevailing wage determination.

A. Work performance on light commercial, residential or similar type projects, shall as defined in this Agreement, include all drainage structures including box culverts, catch basins, headwalls, endwalls, transition structures, all formed in place concrete associated with underground water and sewer lines, sidewalks and curbs and gutters.

B. Journeyman residential and light commercial carpenters shall receive a wage rate based upon 80% of the rate specified for commercial carpenter and shall receive the same fringe benefit contributions designated for a commercial carpenter.

C. Apprentice wages shall be based on 80% of the apprentice rate for the equivalent period commercial carpenters. Residential and light commercial carpenter apprentices shall receive the same fringe benefit contributions as commercial carpenter apprentices.

RESIDENTIAL/LIGHT COMMERCIAL CARPENTER WAGE AND FRINGE BENEFITS

	7/1/2001
Wages	$21.92
Pension	1.01
Health & Welfare	2.30
Apprenticeship	.30
Vacation Supplemental Dues	2.82
Cooperation Committee	.21

SECTION 34

CARPENTER APPRENTICE

A. The Employers and the Union recognize the need for a trained work force and to this end indenture apprentices and trainees in full conformity with the National Joint Apprenticeship and Training Standards, the California State Apprenticeship and Training Standards of the trade, which have been approved and agreed to by the authorized representatives of the Employer and the Union signatory hereto. The aforementioned apprenticeship and training standards are hereby made a part of this Agreement.

B. The Employers and the Union signatory to this Agreement shall establish and maintain registered Joint Committees composed of equal numbers representing the EMPLOYERS and the Union to implement the requirement for goals and timetables, as defined in the California Labor Code, as amended.

C. Employers shall employ apprentices in the ratio established by the State of

SECTION 35

MILLWRIGHT WORKING RULES

A. FOREMAN:

1. Foreman: means a working employee appointed by the Employer, giving orders to other employees. A foreman will receive $1.75 per hour over the highest paid journeyman under his direct supervision and on the Employer's payroll. The foreman rate shall not be affected by premium pay unless the foreman is actually engaged in performing work requiring a premium rate.

2. Where there are more than one (1) Millwright employed on one (1) job, one (1) shall receive foreman's pay.

3. No Millwright foreman shall supervise a crew of more than eight (8) men, not including himself. Millwright foremen shall be responsible for issuing directions to Millwrights.

4. A Millwright foreman can supervise a crew on one (1) jobsite only.

5. The foreman must refer all employees to the steward for job referrals and a working card check before permitting an employee to go to work.

6. It shall be the duty of the steward, general foreman and foreman to supervise all apprentices on the job to see that they receive proper training and guidance.

7. Millwright Foreman assigned responsibility over one or more Millwright Foreman shall receive $1.00 per hour more than the foreman pay and shall be called a General Foreman. Millwright General Foremen shall be responsible for issuing directions to Millwright Foremen.

B. MILLWRIGHT WELDER:

1. There shall be a separate classification for certified welders who are performing work which requires a certified welder. The rate of pay under this paragraph shall be $.50 per hour above the journeyman rate.

2. The Employer shall supply welding hoods, goggles, gloves and other leather accessories and safety equipment.

3. Any special certification test of a qualified Millwright Welder, taken for the convenience of the Employer, shall be paid for by the Employer. Before a qualified Millwright Welder commences the welding test he shall be placed on the payroll of the Employer. A qualified Millwright Welder is one who has passed a qualification test given by a recognized testing laboratory.

one-quarter (11/4") inch and more than one-half (1/2") drive, all torque wrenches and dial indicators.

J. When stand-by or running-in time is required on machinery installed or repaired by Millwrights, the Millwrights shall have the standby or running-in on such machinery until it is completed, accepted, or turned off pending acceptance for production use.

K. The work description of the Millwright By-Laws and Trade Rules as follows:

1. The term "MILLWRIGHT WORK" shall apply to the unloading, hoisting, rigging, erecting, assembling, aligning and adjusting of all machines used in the transmission of power, steam, electric, gas, gasoline, water or air as well as dismantling, crating and packing of such machinery and the maintenance after machinery has been put into operation as long as machinery is used during construction period. All maintenance shall be the work of the Millwrights.

2. Millwrights shall perform the moving, placing, setting, leveling, aligning and assembling of all machinery and auxiliary equipment.

FOR CLARIFICATION:

Some pieces of equipment and/or machinery which come under Millwrights jurisdiction, are called pumps, turbines, agitators, fans, air conditioning units, blowers, all machine tools, compressors, dryers, generators, grinders, hammers, mixers, presses, pulverizers, wash mills, tanks, vessels, washers, scales for weighing of all types, cranes, monorails, hoists, and baskets, all patent stokers, automatic feeding devices for handling machinery, either elevating or conveying; all motor operated valves, gear reducers, ice machines and/or any piece of equipment with moving parts; also amusement devices of all kinds, plating equipment, transmitters, dust collectors and covers, all classes of engines, motors, dynamos, generators, air blowers and vacuum systems, nuclear powered reactors and related equipment, all hydraulic, pneumatically powered actuated or controlled machinery.

3. Millwrights shall perform making of all connections direct to machines and equipment that may affect alignment, level or mechanical operation thereof.

FOR CLARIFICATION:

The first flange of any pipe, whether it be steam, air, water, oil, or chemicals of any kind, shall be made by Millwrights. The connection of all air ducts or pipes to fans or blowers, the making and installing of all braces, jacks or hangers on pipes directly adjoining equipment, shall be done by Millwrights.

4. Millwrights shall perform the installation of all piping pertaining to cooling or lubrication located directly on any machine that is prefabricated at the factory. All copper or plastic tubing or similar material will be installed by Millwrights whether prefabricated or not, as wells as lubricators of any kind.

5. The removing and replacing of all motors of any horsepower, directly connected to gears or gear reducers, shall be done by Millwrights.

6. All rigging, hand or power, regardless of size, operation of all forklifts and similar equipment, regardless of size, pertaining to and directly to any Millwright job, shall be the work of the Millwright.

7. Fans, elevators, conveyors, dryers, ovens and similar equipment shall be assembled by Millwrights except where hot rivets are used.

8. The erection of all foundations, steel or cast iron legs, heads, boots and conveyor boxes, support framing casings, chains, buckets, guides and similar equipment, whether metal or metal substitutes, which are prefabricated at the factory or off the jobsite, shall be done by Millwrights.

9. All fabrication of lagging, boxes, hangers, braces and miscellaneous work pertaining to the anchoring or covering of lagging, shall be the Millwright.

10. Any time any source of power is connected by a flexible coupling, gears, belts or pulleys and related power transmission equipment, the alignment and mounting shall be done by Millwrights.

Setting all beams or foundations (except concrete) used in the reception of machinery, and drilling all holes necessary for foundations whether they be wood, steel, stone, concrete or any other material and whether ratchet or power drills are used, shall be the work of Millwrights; also all sole and sub sole plates or any classification of same will come under this jurisdiction.

11. Millwrights shall fabricate and erect all moving machinery guards, attachments or accessories for machinery of any description; machines, tools, molds, and equipment made of plastic, metal substitute on a construction job.

FOR CLARIFICATION:

The operation, fabrication and erection in the field on a construction site of any machine tool for the working metal or plastic such as shears, breaks, rolls, punches, drills, mills, lathes, etc., all hand tools such as acetylene torches, electric welders and inert atmosphere of all types, all forging and forming, using the tools alone, shall be the work of the Millwright.

12. All tanks with positive mounted machinery shall be set and leveled by Millwrights. "Positive mounted" means where no shimmying or wedging may be done between the machine and tank.

13. All meter and gauge boards, and control panels shall be installed, leveled and plumbed, and meters and gauges and control equipment mounted and leveled by the Millwrights whether the boards are wood, metal, or plastic.

14. Millwrights shall start up and run any piece of equipment which they install and make any adjustments deemed necessary to full production use.

15. Nuclear reactors and related equipment shall be set, aligned, leveled and repaired by the Millwrights.

FOR CLARIFICATION:

All sole and subsole plates, supports and anchor bolts, all dressing, stretching, modifying and measuring of all bolts and all moving parts, mechanical arms, precision rails and rifts, all precision machine work and the welding and forming of any part pertaining to the above done in the field on the construction site, shall be the work of Millwrights.

L. WAGES AND FRINGE BENEFITS

Journeyman Millwright

	7/1/2001
Wages	$27.90
Pension	1.01
Health & Welfare	2.30
Apprenticeship	.30
Vacation Supplemental Dues	2.82
Cooperation Committee	.21

Millwrights shall receive the same increases as journeyman carpenters.

M. Hiring Procedure: An open and non-discriminatory list shall be established and maintained for the employment of employees in the Millwright classifications at the office of Millwrights Local 1607, 932 Gerhart Ave., #200, Los Angeles , California 90022. Employees shall be dispatched in accordance with Section 24 of this Agreement, except that dispatch and hiring shall be in accordance with the rules governing the Millwrights Local 1607 hiring hall.

SECTION 36

WORKING RULES FOR PILEDRIVERS AND DIVERS ON CONSTRUCTION

The following rules, agreed to by the signatory Employers and Piledrivers, Bridge, Wharf and Dock Builders Local 2375, Wilmington California, and Southern California Conference of Carpenters, shall apply in the area of San Diego County and offshore area jurisdiction. See also Appendices A and G to this Agreement.

A. Hiring Procedure: An open and non-discriminatory list shall be established and maintained for the employment of employees in the Piledriver classifications at the office of Pile Drivers Local 2375, 728 North Lagoon, Wilmington, Ca. 90744-5499,

(1) diver, one (1) tender, and one (1) standby diver.

2. Pay scale for divers on construction is referenced in Appendix G, Article III.

3. Safety and Health working rules are contained in Appendix G, Article IV.

4. Additional conditions of employment for diving on construction are referenced in Appendix G, Articles V, VI, VII, VIII, IX and X.

CLARIFICATION OF CARPENTERS - PILEDRIVERS WORK:

The parties incorporate by reference the letter of May 9, 1955, and its subsequent clarification, December 12, 1967 and February 18, 1970 from General President M.A. Hutcheson regarding clarification of Carpenters - Piledrivers work.

WAGES AND FRINGE BENEFITS

Journeyman Piledriver

	7/1/2001
Wages	$27.53
Pension	1.01
Health & Welfare	2.30
Apprenticeship	.30
Vacation Supplemental Dues	2.82
Cooperation Committee	.21

SECTION 37

TRUST FUNDS

A. Effective July 1, 2001, the Employer agrees to comply with all the terms as set forth in the Agreements establishing: (1) The Carpenters Health and Welfare Trust for Southern California, dated February 8, 1955; (2) The Carpenters Pension Trust for Southern California, dated September 14, 1959; (3) The Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, dated May 1, 1960; (4) The Twelve (12) County Carpenters Vacation Savings and Holiday Plan, and (5) The Construction Industry Cooperation Committee dated October 1, 1986, and any amendments, modifications, extensions, supplementations and renewals of such Agreements and the Trust Agreements and any agreements establishing other benefits or plans negotiated by the Union and the Contractor Association signatory to the Carpenters Master Labor Agreement for San Diego County.

B. Effective July 1, 2001 the Employer agrees to pay to the Carpenters Pension

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 Engineering Contractors Labor Agreement, except as modified by these Special Working Rules.

(a) In addition to the work identified above, 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 govern:

(i) Piledrivers Local 2375, as agent for the Regional Council shall establish and maintain open and non-discriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement.

(ii) The Contractors shall first call upon Piledrivers Local 2375 for such men performing work as defined in Paragraph 1 (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 Appendix.

(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

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.*

(c) 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.

8. **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.

9. 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.

10. 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.

11. 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.

11. **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.

12. **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.

13. **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.

14. **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 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 Engineering Contractors 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.

(2) 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.

(3) 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.

ARTICLE V
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 VI
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 VII
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 VIII
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 IX
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 X

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.

23-31-4

MEMORANDUM OF UNDERSTANDING
ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER
and
SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

The 1998-2002 Master Engineering Agreement between the Associated General Contractors, San Diego Chapter and the Southern California Conference of Carpenters will be amended as follows:

1. Sec. 1 (A) Change **date**, delete **"AFL-CIO"** (make these changes where ever appropriate).

   (B) Change reference from **"District Councils"** to **"Regional Council"** (where ever it appears).

2. Sec. 2 Change **dates** to July 1, 2002 and July 1, 2006 (where ever appropriate).

3. Sec. 6 (B) Change incorrect references to Sections 16 and 30 to 15 and 29, respectively.

4. Sec. 7 (C) Change reference to "subsequent **anniversary** date" to "subsequent **expiration** date".

5. Sec. 8 (B) Amend Section as follows:

B. It is the determination of the Union, unilaterally arrived at, that the prevailing wages and fringe benefits established by this Labor Agreement can best be maintained by the Unions' unilaterally adopted policy of insuring uniform benefits for all the workers it represents in their work and territorial jurisdiction. To this end, the parties have agreed that in the event the Union shall negotiate different terms and conditions of employment for employees performing jobsite construction industry work in classifications similar to those set forth in this Agreement in San Diego County, the parties will be notified and such Agreement shall be made available to the signatories hereto. ~~The term or condition adopted by signators to this Agreement may be implemented by such Employer's on any or all projects for the duration of this Agreement. Prior to granting any Employer such more favorable term or condition, the Union shall give the association written notice of its intention to grant the more favorable term or condition. If the Union fails to give such notice, each Employer signatory to this Agreement can thereafter rescind this Agreement as it applies to each such Employer, or pursue a claim against the Union for money damages, through the grievance procedure provided below.~~ Term of the Agreement is not considered a more favorable condition which an Employer may pick or chose.

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6. Sec. 14 (D) Change reference to Section 28 to Section 29.

7. Sec. 20 (A) Change by deleting "voluntary" makeup day and replacing with "inclement weather/act beyond control" makeup:

A. WORKDAY/WORK WEEK Forty (40) hours worked from Monday through Friday shall constitute a week's work. Any work actually performed in excess of eight (8) hours in one day or forty (40) hours during any work week, and any work performed on a Saturday shall be payable at the rate of one and one-half (1 ½) times the employee's straight-time hourly rate; except that an employee who does not complete a full forty (40) hour week ~~for any reason~~ for **reasons beyond the control of the Employer, such as inclement weather, may voluntarily work a makeup shift (whole day only) on Saturday at the straight time rate of pay, with the approval of the Regional Council.**

8. Sec. 20 (D) Change as follows:

The Employer may, with notice to the Union, ~~and where a majority of the employees of the effected craft on the jobsite concur~~, establish a special straight time or multiple shift arrangement calling for four (4) ten hour days to run consecutively, except for inclement weather, major breakdown or suspension of the project in which an additional ten hour day (Friday or Saturday) may be utilized to complete the forty hour week.

9. Sec. 21 (G) Delete, provision is repeated in Sec. 31 (D)

10. Sec. 31 (A) Delete "AFL-CIO".

11. Sec. 31 (E) Increase **welder premium to $1.00** per hour.

12. Sec. 31 (G) Increase **foreman premium to $2.00** per hour.

13. Sec. 32 Increase wages as follows:

July 1, 2002	**$1.50**
July 1, 2003	**$1.55**
July 1, 2004	**$1.55**
July 1, 2005	**$1.55**

Increases to be allocated by Union.

Increase for July 1, 2002 will be allocated 15¢ increase in Health & Welfare, 6¢ to Vacation/Supplemental Dues and 4¢ to Apprenticeship.

14. Sec. 33 Delete entire Section.

15. Sec. 35 (A) Change Foreman premium to $2.00, change General Foreman differential to $2.00 over Foreman

16. Sec. 35 (B) Change welder premium to $1.00 per hour.

17. Sec. 35 (L) Same wage increase as Carpenters.

18. Sec. 36 (D) Increase welder premium to $1.00 per hour.

19. Sec. 36 (E) Increase Foreman premium to $2.00 per hour.

20. Sec. 36 (K) Same wage increase as Carpenters.

21. Sec. 37 (D) Change date to 2002, and increase amount as allocated by Southern Conference delegates

22. Sec. 38 (A) Change reference to "Building Trades" to "Regional Council".

23. Change Section 35 dealing with Millwrights and Section 36 dealing with Divers to reflect changes agreed to be the Millwright Employers and those employers who perform diving work. The San Diego AGC will review the changes prior to their inclusion in the Agreement.

ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER

Jim Ryan

Jim Ryan, Executive Director

SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

Gordon K. Hubel

Gordon K. Hubel, Contract Administrator