

2000 - 2004

PILEDRIVERS MASTER AGREEMENT

Between

**ASSOCIATION OF ENGINEERING
CONSTRUCTION EMPLOYERS**

and

**NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL**

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AGREEMENT

Between the Association of Engineering Construction Employers and Northern California Carpenters Regional Council.

This AGREEMENT, entered into this first day of July, 2000 amending, modifying, renewing and supplementing the Agreement made and entered into February 1, 1997, and each and every prior Agreement, predecessor to this Agreement, entered into by and between the parties hereto, by and between the ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS and/or other employers becoming signatory hereto parties of the first part, hereinafter referred to as the CONTRACTORS, each acting for and on behalf of all of its respective members and/or themselves, and the NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL for and on behalf of its affiliate, Pile Drivers Local #34, and the Regional Council, other affiliated Local Unions, parties of the second part hereinafter referred to as the UNION provides:

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice uniform rates of pay, hours of employment and conditions of work for the employees represented by the UNION which are employed from time to time by the CONTRACTORS, and

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances which may arise between the parties hereto to the end that the CONTRACTORS may be assured of continuity of operations and the Employees represented by the UNION may be assured of continuity of employment;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION I WORK COVERED

A. Area.

This Agreement shall cover all Heavy Construction work of the types hereinafter more specifically defined as within pile driving classification and located within the area of Northern California, which term is intended to mean that portion of the State of California above the Northern Boundary of Kern County, the Northern Boundary of San Luis Obispo County, and the Westerly Boundaries of Inyo and Mono Counties, consisting of the following forty-six (46) counties: Alameda, Alpine, Amador, Butte, Calaveras, Contra Costa, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba.

It is understood further that by the above listing the jurisdiction of the UNION is not thereby limited

to that area. On the contrary, the UNION claims jurisdiction of certain areas beyond that covered by this contract, i.e., the Northern part of Nevada, the State of Utah, and/or one half the distance to the nearest Pile Driver's Local.

B. Type of Work.

The character of the work covered by this Agreement shall be all heavy, highway and building work falling within the recognized jurisdiction of the Local Union No. 34. The parties hereto agree to recognize the formal rulings of the General President of the United Brotherhood of Carpenters and Joiners of America embodied in said President's letter of May 13, 1955, in response to Contractors' letter of July 17, 1955 and his letter of November 11, 1955, with clarification as stated in letter of December 12, 1967 and February 18, 1970.

The character of work covered by this Agreement shall include specifically the following:

1. In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the Pile Driver classification shall 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 shall apply. General pile driving work shall include all labor employed in the barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of all piling of every type or nature. This shall include, but is not limited to, wooden piles, steel sheet piles, steel H piles, pipe piles, pilejackets, composite piles, cast-in-place piles, drill shaft, Tubex piles, Tubex grout injection piles, geo piles, soil improvement piles, sand piles, concrete piles, as well as similar pre-cast structural shapes or units the setting of which is performed with Pile Driver, derrick, crane or similar power equipment. The fabrication, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of any heavy structure enumerated in Section I, Paragraph B, subparagraph 4, of this Agreement, whether performed at the immediate jobsite, at the Contractor's yard or at temporary or permanent facilities established for the purpose of pre-casting, pre-stressing, and post-stressing such shapes, shall be done at the Pile Drivers, Divers, Wharf and Dock Builders classification and scale.
3. **Unloading, Storage or Movement of Piling:** Labor employed in the rafting, boring, reeving, dogging or booming of piles or other material for use in or on the structures hereinafter specified. This shall include the unloading of piling of all types together with the waling and bracing therefore, from railroad cars at the jobsite.
4. **Heavy Structures:** These structures shall include all wharves, docks, piers, breakwaters, jetties, seawalls, ferry slips, dry docks, graving docks, cofferdams, caissons, trestles, overhead crossings, underpasses, underwater structures,

subaqueous pipe lines, seaplane ramps, waterfront bulkhead, bunkers, snow sheds, towers, heavy trusses and other similar heavy structures. In the construction of the above mentioned heavy structures, the following conditions shall apply:

- (a) The capping of all piling including cast in drilled hole piling and caissons. This shall include the footing forms capping the piling and in cases where the piling extends into the girder, beam or abutment the soffit and side forms of these members. In no case will the forming of any deck be included as capping.
 - (b) In the construction of concrete or steel bridges over land, highways, railroads, overpasses, clover leaves, interchanges, or bridges over man-made canals, aqueducts, spillways, and man-made water retaining areas, the Pile Driver classification shall apply to the driving of 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.
 - (c) Any other form work above the cap, pertaining to the construction operations herein noted above, shall be performed under the Bridge Builders classification. This shall also include bridges over man-made canals, aqueducts, spillways, and man-made water retaining areas, if constructed prior to water being released or turned into area.
5. **Tunnels:** The division between pile drivers' and miners' work on subways or tunnels, where the interior is to be constructed by tunneling methods, shall be at the portal of the subway or tunnel.
6. **Subaqueous Pipe:** The handling, setting and joining of subaqueous pipe, including immediate approaches thereto, requiring the use of derricks, pile drivers, gantries, or cradles in the laying, shall be considered as belonging to the Pile Driver classification.
7. **Movement of Heavy Masses:** Labor employed in the moving, cribbing and placing of heavy machinery, boilers, tanks, guns or similar masses where pile driver, derrick or similar power equipment is used.
8. **Sewers:** 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.
9. **Reconstruction, Repair, Dismantling, or Salvage:** Labor performed in the reconstruction, repair, wrecking, dismantling or salvaging of any of the foregoing

structures shall be included to the same extent as labor employed in new construction of such structures. In salvage operations the term "underwater structure" shall include beached or sunken vessels and other heavy marine equipment, and such salvage work may be done in conjunction with the work done by divers.

10. Moving and sporting of pile driver equipment, floating derricks and barges in connection with the work covered by Section I shall be performed at the Pile Driver classification and scale.
11. The moving, spotting and rigging of floating equipment for the purpose of exploration drilling shall be performed at the Pile Driver classification and scale.

C. Classifications of Employment

Except as provided for in Section B, labor shall include all labor including, but not limited to: The placing and moving of appurtenant minor facilities; the placing and moving of all jet pumps and temporary pipe lines when being used in connection with pile driving operations, and/or equipment; and the use of hand, pneumatic, gasoline and electric tools required for the performance of work covered by this Agreement. Labor shall include all work incidental to pile driving, wharf and dock building operations falling within the jurisdiction of the Union and covered by this Agreement such as but not limited to capping of piling, form building, stripping, dock framing, wharf building, welding, burning, boom tending, rafting, lofting, splicing, winching, sawing, cribbing, bracing, lagging, caulking, hook tending, signaling, flagging, barging, material handling, saw-filing, repairing, wrecking, dismantling, and boring and drilling.

D. Work Preservation, Contracting & Subcontracting

1. The purpose of this Section 1D is to preserve and protect the work opportunities that will be available to employees covered by this Agreement at the jobsite or job yard.
2. The terms and conditions of this Agreement, insofar as it affects the employer and the individual employer, shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement to be performed at the job site or job yard, and said subcontractor with respect to such work shall be considered as an individual employer covered by this Agreement.
3. If an individual employer shall subcontract work herein defined, the work will be subcontracted to a subcontractor signatory to the appropriate Agreement with the Union. Such subcontract shall state that such subcontractor is or agrees to become signatory to an appropriate Agreement with the Union and will comply with all the terms and provisions of said Agreement including the payments of wages, Trust Fund contributions and fringe benefit payments. A copy of the subcontract and signature shall be furnished to the Union upon request.

4. The term "subcontractor" means any person, corporation or other entity, other than an employee covered by this Agreement, who agrees, orally or in writing, to perform for, or on behalf of the individual employer, any part or portion of the work covered by this Agreement. The subcontractor shall be properly licensed as required by the California State Contractors License Law.
5. The individual employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract and/or prior commencement of work by the subcontractor, unless such notice is prevented by emergency conditions, and shall specify the name and address of the subcontractor.
 - (a) If thereafter the subcontractor becomes delinquent in the payment of any wages, Trust Fund contributions, or fringe benefit payments, the Union or the Trust Fund office shall give prompt notice of the delinquency, confirmed in writing, to the individual employer and to the subcontractor. The notice shall specify the name and amounts, if known, of the delinquency.
 - (b) Said notification by the Union or the Trust Fund office shall be provided within twenty (20) days of publication of the Delinquency List provided by the Trust Funds or if in the case of failure to pay wages five (5) days from the applicable pay day. If such notice is given, the individual employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within ninety (90) days prior to the receipt of said notice from the Union, and said individual employer may withhold the amount claimed to be delinquent out of the sums due and owing by the individual employer to such subcontractor.
 - (c) Notwithstanding the provision set forth above, if the subcontractor is found in violation of the hiring provisions of this Agreement, pursuant to the provision of Section IX (Arbitration of Disputes), and the Union is unable to collect from the subcontractor the damages determined to be owing for such violation, the individual employer shall then be liable for the payment of such damages. The total of this liability, as it would apply to the individual employer, shall be for no more than five (5) days violation or the total of the subcontractor's retention being held by the individual employer, whichever amount is greater.
6. If the individual employer fails to give written notice as required in this Section II, he/she shall, until notice is received, assume liability for any violation of the terms and conditions of this Agreement at that particular jobsite or job yard, as may be determined by the Arbitration of Disputes. If the subcontractor is signatory or otherwise bound to an Agreement with the Union, the Individual Employer shall be

liable only for delinquencies as set forth in subsection 5a of this Section II for work on that jobsite or job yard. If the subcontractor is not in compliance with this Agreement, then the Individual Employer shall be liable for any violation of this Agreement on that jobsite or job yard.

7. If the Union should make demand in writing for exercise of this Section, the Individual Employer will require that any subcontractor of the Individual Employer specified in the demand will, if the employer has not already done so, post a surety bond in an amount not to exceed \$75,000.00 to cover payment of wages, Trust Fund contributions and fringe benefit payments specified in this Agreement. Failure of the Individual Employer to comply with this Section within two (2) days of demand will make the Individual Employer liable for the delinquencies of the subcontractor occurring on the Individual Employer's specific job. The amount of the bonds specified in this subsection in no way affects the amounts specified for bonding purposes elsewhere in this Agreement.
8. The Individual Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Individual Employer elect to subcontract the Individual Employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the Individual Employer to bargain collectively pursuant to Section 8(a)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement but for no other statute, rule, regulations, or law.
9. The provisions of this Section may be enforced only through the Arbitration of Disputes provisions of this Agreement.
10. It is the intent of the parties to enforce the provisions of this Section only to the extent permitted by law.
11. Notwithstanding any other provisions of this Agreement or any Memorandum Agreement to the contrary, the provisions of this Section shall not be enforced by strike action or any other form of job shutdown or work interference; provided, however, that the rights provided in Section IX (Arbitration of Disputes) of this Agreement are retained to enforce primary obligations of any Individual Employer.
12. Payment by cash or second multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time, or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section. The foregoing shall not apply to an annual bonus paid to supervisors.
13. Subcontracts shall not be in compliance with this Section if the effect of such

subcontract is to diminish, eliminate or circumvent the payment of wages, fringe benefits or the hiring hall provisions established by this Agreement.

14. Should an Individual Employer party to this Agreement perform work or subcontract work covered by the Carpenters Master Agreement for Northern California, the Individual Employer shall observe the terms and conditions of that Agreement.

SECTION II RECOGNITION AND HIRING

A. Recognition:

1. Recognition of Employer.

The Union hereby recognizes the Contractors as the sole and exclusive bargaining representative for their respective members, present and future, who are or hereinafter become members. Notwithstanding any provisions of this agreement, including Section II 2, it is the specific understanding of the parties that only those members of the Contractors who have authorized the contractors to execute this Agreement on their behalf, or who execute the Agreement directly with the Union, shall be bound to this agreement.

2. Employer Membership:

This Agreement shall be binding upon each and every member of the Contractors with the same force and effect as if this Agreement were entered into by each member individually. All members of the Contractors shall be and continue to remain liable under this Agreement for and during the term hereof, irrespective of whether said members shall resign from the Contractors prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of said membership and remain in force for and during the term of this Agreement. Such former members shall be bound by any renewals or extensions of this Agreement unless they give the Contractors and the Union at least sixty days written notice prior to expiration date, or any subsequent yearly anniversary date in which this Agreement terminates, of their intent not to be bound by the new or renewed Agreement.

The Contractors shall advise the Union, in writing, monthly of changes in the membership of the Contractors.

3. Union Recognition:

The Contractors and each Individual Employer expressly acknowledge that they and

each of them have satisfied themselves that the Union represents a majority of employees employed to perform bargaining unit work and agrees that the Union is the collective bargaining representative of such employees. The Contractors on behalf of itself and each of its members specifically agrees that it is and they are establishing, or have established, a collective bargaining relationship by this Agreement within the meaning of Section 9 of the National Labor Relations Act of 1947 as amended.

4. Independent Agreement:

This Agreement is separate and distinct from and independent of all other Agreements entered into and between the Union and other Employer Organizations irrespective of any similarity between this Agreement and any other such 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 relationship of the parties herein.

B. Union Security:

1. Every person performing work covered by this Agreement who is a member of the Union and in the employment of an Individual Employer on work covered by this Agreement on the effective date of this Subsection II B, shall, as a condition of employment or continued employment, remain a member in good standing of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union on or after eight (8) days of employment on such work with an Individual Employer or the effective date of this Subsection II B, whichever is later. Membership in the Union shall be available to any such person on the same terms and conditions generally applicable to other members. This Subsection shall be operative only to the extent permitted by Section XII of this Agreement.

If Federal law is hereafter amended to permit a lesser requirement for union membership or union membership as a condition of employment than provided in this Subsection, the Contractors and the Union will promptly enter into negotiations with regard to such subject.

2. The Individual Employer shall not be required to discharge any employee pursuant to this Subsection II B until a written notice from the Union of such employee's non-compliance with this Subsection, stating all pertinent facts showing such non-compliance, shall have been served upon such Individual Employer and two (2) working days have been allowed for compliance therewith.

C. Hiring:

1. The Union has traditionally established and will maintain open and non-discriminatory employment lists for the use of workers desiring employment on such work covered by this Agreement and such workers shall be entitled to use such lists.
2. It is mutually agreed by the Employer and the Union to fully comply with all the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Orders No. 10925, 11114 and 11246, and California Fair Employment Practices Act, to the end that no person shall, on the grounds of age, sex, race, color, Vietnam Era Veteran status or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of this Agreement.
3. The Individual Employer shall first call upon the Union for such workers as he/she or it may from time to time need, and the Union shall furnish to the Individual Employer the required number of qualified and competent workers and skilled mechanics of the classifications needed by the Individual Employer in accordance with the provisions of this Subsection II C.
4. It shall be the responsibility of the Individual Employer when ordering workers, to give the Union all of the pertinent information regarding the worker's employment.
5. The Union will furnish workers and skilled mechanics of the classifications needed from hiring hall lists and upon Employer request in accordance with the following qualifications and conditions for dispatch:

Piledriver Classifications

1. Qualification for Placement on List:
 - a. Certified Journey Pile Driver
 - b. Current Apprentice Pile Driver
2. Employer Requests - Qualification
 - a. Certified Journey Pile Driver
 - b. Current Apprentice Pile Driver
 - c. Employer presents individual request for dispatch/hire as qualified.

The Individual Employer in such instance of solicitation must request such individual by name, and deliver by fax or otherwise in writing signed by a duly authorized representative of such Individual Employer. In the event all of the conditions of this subsection are complied with, the Union must dispatch the individual so requested by the Individual Employer. Possession of a valid dispatch issued by the Union shall be

deemed sufficient evidence to the Individual Employer that the employee has, in fact, registered on the out-of-work list as required by this Section.

6. When ordering workers of the skills required, the Individual Employer will give notice to the Union, if possible not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than 17-1/2 hours, if possible, before the required reporting time and in the event that, 48 hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Union shall not furnish such workers, the Individual Employer may procure workers from any other source or sources. If workers are so employed, the Individual Employer shall promptly report to the Union, each such worker by name. In emergency cases, workers may be dispatched other than at such dispatching times.
7. Subject to the foregoing, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for any reason. After 40 hours of employment the Individual Employer may discharge for just cause only. Just cause is subject to Section IX Arbitration of Disputes. The Individual Employer may reject or discharge any employee for any reasons during the first 40 hours of employment. Discharge for cause shall be in writing to the employee.
8. The Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in these subsections B and C of this Section II and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in said subsections.
9. Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, By-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Subsection B of this Section II.
10. Any person including an Individual Employer aggrieved by the operation of the hiring hall provisions of this Section has the right to submit his grievance to the permanent neutral Hiring Hall Arbitrator who shall be Gerald McKay, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) work days after the occurrence of the grievance. The Neutral Hiring Hall Arbitrator shall have full power to adjust the grievance, and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the offices

of the Union. Notices required by this subsection shall be mailed or delivered to P.O. Box 406, Burlingame, California 94011-0406. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of arbitration shall be borne proportionately by the Contractors and the Union regardless of which individual employer is involved.

SECTION III HOURS, SHIFTS, OVERTIME

A. Work Day:

The workday shall be eight (8) hours work between the hours of 8:00 a.m. and 4:30 p.m..

Upon submission of prior written notice by the Individual Employer to the Union, the regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between 7:00 a.m. and 5:00 p.m.. The regular work day may be changed to eight (8) consecutive hours (exclusive of lunch period) between the hours of 6:00 a.m. and 3:00 p.m. by written approval of the Union. Once the regular workday is changed, it shall be for no less than five (5) consecutive work days and may be changed only by written notification by the Individual Employer to the Union.

B. Regular Shifts:

1. (a) Single shift work and the first shift on a multiple shift operation shall consist of eight (8) hours' labor to be performed between the hours of 8 a.m. and 4:30 p.m., Monday through Friday.
- (b) An Individual Employer may establish a four by ten work week Monday through Thursday with Friday at time and one-half up to 10 hours. When a holiday falls on Monday, the work week shall be Tuesday through Friday with 10 hours time and one-half on Saturday during the regularly established shift. All other overtime shall be paid at the double time rate.
2. Either two (2) or more shifts may be worked provided such work is established by working five (5) consecutive days; except that, it shall be permissible to establish two (2) or more shifts on all jobs of five (5) days or less duration.
3. The work day on the second and third shift shall be eight (8) hours' pay for seven (7) hours' work; the shift shall be successively continuous and shall be performed within the limits of a twenty-four (24) hour period. The starting time of the first shift of two or three shift work shall be between 5 a.m. and 8 a.m., at the option of the Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight.

4. Where, by reasons of special transportation problems or other working conditions, the Union or the Contractor desires, a different starting time may be established by mutual agreement.

Lack of mutual agreement shall be handled as described in Section IX, (Arbitration of Disputes).

5. In cases where more than one shift is worked, the shifts shall change every two (2) weeks if the majority comprising all shifts desire it.
6. The regular work week for straight time pay (exclusive of broken time or tide work) shall be as follows:

On single shift work: Between 8 a.m. Monday and 4:30 p.m. Friday.

On double shift work: Between 5 a.m. Monday and 12:30 p.m. Friday.

On three shift work: Between 5 a.m. Monday and 8:30 a.m. Saturday.

7. On single shift work as defined above overtime shall be paid at the double time rate except as follows: Time and one-half shall be paid for the first two (2) hours of overtime on a regular workday, regardless of whether such overtime is worked before or after the regular work hours. Overtime on Saturdays shall be paid at time and one-half for up to eight (8) hours during the regularly established shift. All other overtime shall be paid at the double time rate.

On multiple shift work the foregoing reference to overtime at time and one-half shall be paid for work before or after seven (7) hours on the second and third shift.

8. On offshore work, workers are to travel on the Individual Employer's time. The point of departure shall be the determining factor for calculation of travel and/or subsistence, providing such transportation is on a daily basis.

When the Individual Employer deems it necessary for the employee to travel from a staging area to the work site or point of embarkation and back to the staging area in a vehicle provided by the Individual Employer, time spent traveling shall be on the Individual Employer's time.

The location point of the staging area shall be the determining factor for calculation of Travel Expense, providing such transportation is on a daily basis. All time spent traveling from the staging area and back shall be paid for at the straight time rate to the nearest half-hour, Saturdays, Sundays and holidays included.

9. When a worker is called upon to work straight through a job on a continuous basis, all consecutive hours worked beyond the first regularly established shift shall be paid

for at the overtime rate. No worker shall return to a straight time pay basis under these circumstances until they shall have had eight (8) consecutive hours off work. Nothing in Paragraph B Section 4 of this Agreement shall modify this paragraph.

There shall be a one-half hour meal period, which shall be scheduled by the Individual Employer, so that the beginning of the meal period will occur not earlier than four (4) hours not later than five (5) hours after the regular starting time of each shift.

If the Individual Employer requires the employee to perform any work included in this Agreement through his scheduled meal period, the employee shall be paid at the double time rate until he is given a meal period or is given an opportunity to eat.

Employees covered by this Agreement required to work more than two and one-half (2-1/2) hours after the end of his/her regular shift, shall be provided a meal at no cost to the employee.

10. When the Individual Employer produces satisfactory evidence in writing to the Union of a bona fide job requirement which certifies work can only be done outside the normal shift hours, and notifies the Union by certified mail at least three (3) days prior to the start of such special shift (except in the case of emergency), the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. Such special shift shall be in accordance with provisions IV C of this Agreement.

Employees straight time rate shall be the applicable wage rate set forth in Section IV A plus three dollars (\$3.00) per hour.

For the purpose of computing overtime, the three dollars (\$3.00) per hour shall be added to applicable wage rate. It is understood that the "Agreed Interpretation of Special Shift Rules" signed by both parties October 29, 1980, will be modified to incorporate the changes in Section III 7.

For purpose of this Paragraph, Saturday shall begin at the close of the regularly established shift on Friday.

11. When Employees covered by this Agreement are called out to work broken time or tide work, the minimum pay for such work shall be the equivalent of eight (8) hours at regular straight time including fringes. In computing time to be paid for under this provision each hour worked Monday through Friday between 8 a.m. and 4:30 p.m. shall be considered as being one straight time hour worked. Each hour worked between 6 a.m. and 8 a.m. or between 4:30 p.m. and 6:30 p.m. shall be time and one-half to a maximum of two (2) hours. The foregoing shall not apply to time worked

on Saturdays, Sundays and holidays. All other overtime shall be paid at the double (2) time rate.

In the event employees covered by this Agreement are called out to work broken time or tide work on Saturdays, Sundays or holidays, the applicable overtime rate shall be paid for each hour and the minimum pay shall be six (6) hours at the applicable overtime rate.

**SECTION IV
WAGE SCALES, OBLIGATION**

A. 1. It is hereby agreed that the following wage scales shall be effective as indicated below on all aforementioned work:

RATE PER HOUR

<u>EFFECTIVE</u>	<u>7/1/00</u>	<u>7/1/01</u>	<u>7/1/02</u>	<u>7/1/03</u>
Journey Pile Drivers, Wharf and Dock Builders I	\$27.65	\$1.25*	\$1.25*	\$1.25*
Journey Pile Drivers Wharf and Dock Builders II	\$26.65**	\$1.25*	\$1.25*	\$1.25*
Journey Pile Drivers Wharf and Dock Builders III	\$25.65**	\$1.25*	\$1.25*	\$1.25*
Foreman	10% above the Journey Pile Drivers Wharf & Dock Builders I wage rate.			

FRINGE BENEFITS

<u>EFFECTIVE</u>	<u>7/1/00</u>	<u>7/1/01</u>	<u>7/1/02</u>	<u>7/1/03</u>
Health & Welfare (Section VII A)	\$3.905 *	*	*	*
Vacation (Section VII B)	\$2.10	*	*	*
Supplemental Dues (Section VII B.1)	\$0.88	*	*	*
Pension (Section VII C)	\$2.45	*	*	*
Annuity (Section VII C.1)	\$4.00	*	*	*
Apprenticeship (Section VII D)	\$0.33	*	*	*
UBC Health & Safety Fund	\$0.04	*	*	*

* Increase to be allocated. Fringe benefit rates and increases shall follow those recognized and required by the Carpenters Trust Fund. Increases to wages and/or fringe benefits scheduled for 2001, 2002, and 2003 are \$1.25, \$1.25 and \$1.25, respectively.

** Pile Driver I classification shall receive \$4.00 annuity rate.
Pile Driver II classification shall receive \$5.00 annuity rate.
Pile Driver III classification shall receive \$6.00 annuity rate.

The alternative classifications and the respective annuity rates are subject to the uniform rules regarding voluntary reclassification by the individual journey level Pile Driver, Wharf and Dock Builder and may be modified annually to reflect any general increase in the annuity contribution.

Whenever non-union or non-signatory Contractors appear on public work projects where wage determinations exist, such predetermined wage and fringe rates referenced in the bid specifications shall remain in effect for the duration of said project, provided, however, that each segment let by the Owner shall be deemed the project; provided, further that this provision shall not apply to projects where the formal advertised sealed bid procedure is not used. Increases in trust fund contributions shall not be subject to this provision, provided, further, that in no event shall wages be frozen for more than thirty-six (36) months on any one project.

2. Employees whose regular duties are as welders and burners shall have their necessary protective gear maintained by the contractor. Upon sign up on a job or project, the condition of the employee's gear will be noted and jointly agreed to in writing by the Individual Employer and the Employee. When an Individual Employer requests a certified welder such worker shall possess and maintain an active Certification from an Accredited Testing Laboratory certifying that he/she had passed a welding for the type of welding for which he/she has been requested, i.e., A.W.S. State of California, etc.

Card
test

Any employee wishing to become certified and willing to take the necessary welding tests on his/her own time from the appropriate certified testing laboratory or testing facility shall be reimbursed for the testing cost provided he/she has received prior approval in writing from his employer.

- (a) Any journey level Pile Driver who, upon his/her own volition and on his/her own time successfully secures a welding certification for "basic plate" 4-G welding and/or secures an "advanced" 6-G certification shall be entitled to be reimbursed from the Carpenters Training Committee the sum of \$250.00 for the basic certification and the sum of \$250.00 for the "advanced" certification as and for a scholarship reimbursement from said Fund. The Contractors agree to contribute to the Carpenters Training Trust Fund sufficient sums per hour to fund the welding scholarship fund referred to herein. The Geographic and Market Conditions Committee shall periodically review the amount of contributions necessary to sufficiently fund this scholarship. Such review shall take place no less than once every six (6) months. No scholarship shall be payable to any person who receives directly from his/her employer reimbursement for such training or certification and no sum shall be payable to any Individual Employer.

3. On bridges, powerhouses and dams pile drivers working from bosun's chairs or swinging scaffolds or suspended from rope, cable, safety belts, or any device used as

a substitute for or in lieu thereof (excluding pile driving rigs) shall receive fifteen cents (\$.15) per hour above the applicable journey or apprentice rate.

- B. Show Up Time:** Any employee covered by this Agreement who is called to work at a given point or project and is not put to work shall be paid two (2) hours time. On days when the elements of nature prohibit the work from going on, workers reporting for work shall be paid two (2) hours pay (at straight time), provided they remain at the jobsite during this time ready to work should the weather clear. For the purpose of this Subsection IV B only, an employee shall be classified as pile driver and shall be entitled to the provisions of this subsection unless such employee has been assigned or re-assigned to carpenter work by the Individual Employer prior to quitting time of the preceding work day.
- C.** Employees' time, including Saturdays, Sundays and holidays (other than broken time or tide work) shall be reckoned by the half or full day, except overtime, which shall be reckoned by the hour and half-hour, except when an employee voluntarily quits or is laid off by reason of bad weather or a breakdown of essential equipment.
- Dispatch hours will be 8:30 a.m. & 3:30 p.m. Monday through Thursday and 11:00 a.m. on Friday. It shall be considered an "Emergency Dispatch" when a request is made for a man to report to the job "as soon as possible." It shall not be considered an "Emergency Dispatch" when a man is requested to report at the start of the shift or the midpoint of the shift. When a man reports as promptly as possible under an "Emergency Dispatch" he/she shall be paid from the starting time of the half shift during which he reports. Nothing in this clause shall be construed to justify a demand for pay for hours not worked because of failure to arrive at the start of the shift except on the first day of reporting for work as aforementioned in this clause.
- D.** When workers work in inclement weather for emergency reasons it shall be for the duration of the emergency only and time shall be reckoned by the full or half day. If a job is designated as an emergency job by the owner or the contractor and a request is made to the Union by the Individual Employer to work the job, rain or shine, the Union may agree provided adequate and complete rain gear is furnished each man by the Individual Employer.
- E.** In the congested metropolitan areas of San Francisco, Oakland, Stockton, Sacramento and Eureka where free parking facilities are not available within three (3) blocks of the jobsite, the Individual Employer will provide such facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project whichever occurs earlier.
- F. Efficiency:** It is agreed that the Pile Drivers, through their business agents, use their efforts to encourage greater efficiency and safety on the job and that they refrain from solicitation of

premium payment for employees represented by the Union.

Except as provided in Section V hereof, neither party to this Agreement shall by working rules or any other means or device impose or direct any work limitations, affecting quantity restrictions, quotas or units of production, either maximum or minimum or relating to work covered by this Agreement.

No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools, or other labor-saving devices supplied by the Individual Employer.

- G.** Each Individual Employer shall provide with each payroll check an itemized check stub showing separately date of issuance, each contribution and deduction made for the payroll period covered by the check or a separate statement showing the name of the employee, the name and the Individual Employer's contractors license number and/or address, and the employee's social security number. There shall be no cash payment of any nature or kind whatsoever.

Should an Employer compensate an employee with a check for which payment is refused by the Employer's bank because of insufficient funds or should an Employer fail to pay his employees on a regular, established pay day for his job, the obligation of the Employer to the individual employee shall continue at the employee's regular straight time rate for a period not to exceed forty (40) hours notwithstanding the above unless the refusal of payment by the bank is due to the bank's error or omission or to circumstances which are beyond the control of the Employer. Any question concerning responsibility of the Individual Employer on whether the omission is beyond his control shall be subject to the grievance procedure of this Agreement. Nothing herein shall, however, prevent the Individual Employer from changing his payroll date upon five (5) days' notice to the appropriate local union of the union that the employee's pay date is being changed.

If terminated by the Individual Employer for any reason, the employee shall be paid immediately in full. His pay status shall continue for each calendar day until pay is received; provided, however, that not more than eight (8) hours pay shall be charged for any calendar day with a maximum of five (5) days.

An employee who reports to work at the beginning of his shift on a job or project for the first time on a Monday and who submits a written request prior to the end of his shift on Thursday shall receive pay on Friday prior to the end of the shift for the hours worked that Monday. The employer may issue a cash advance not to exceed the hourly wages only earned Monday in lieu of an actual pay check.

SECTION V NUMBER OF WORKERS IN CREWS

A. When employees covered by this Agreement are engaged in recognized pile driving work (including pulling of piling), the following minimum number of workers shall comprise the crew:

Piledriver, Floating	4 workers and 1 foreman
Piledriver, Skid	5 workers and 1 foreman
Swinging Leads or hammer from Derrick, Crane, or A frame on Scow or Barge	4 workers and 1 foreman
Swinging Leads or hammer from Derrick, Crane, or A frame on Land	3 workers and 1 foreman
Piledriver (Crawler or Crane) with Stable Leads	4 workers and 1 foreman
Stable Leads from Derrick, Crane, on Scow or Barge	4 workers and 1 foreman
Lagging hammer, swinging from line of power equipment of any kind	2 workers*

* NOTE: One of whom shall be paid Foreman's rate.

B. SHEET PILE:

Skip Sheeting	1 worker
Laced Sheet (No Loftsman)	1 worker and 1 foreman
Laced Sheet (Loftsman)	3 worker and 1 foreman

It is further understood that these employees, in addition to manning the pile driving rig, may also perform peripheral work in direct conjunction with the pile driving operations as long as they are within sight of the foreman and available when needed.

This paragraph is to more efficiently use the workers required by the manning provisions of the agreement.

All crew members will work directly with the rig if needed on production pile driving operations.

On work involving the erection or dismantling of a pile driving rig, the crew shall consist of three (3) journeymen and one (1) foreman.

When two (2) or more workers are employed to perform work covered by this Agreement, one shall be designated foreman, however, that in the event the jobsite is being supervised by a foreman member of the United Brotherhood of Carpenters and Joiners of America on the payroll of the Employer this provision shall not apply.

**SECTION VI
TRAVEL EXPENSE.**

Travel expense in the Northern California area (46 Counties) shall be allowed on the basis of average expenditure for which the employees covered by this Agreement have in the past been reimbursed in accordance with long standing custom and practice. Such pay shall be excluded from the wages of the employee and shall be paid to him weekly by separate check.

These provisions are embodied in Exhibit A (covering Northern California and areas around San Francisco Bay, Stockton, Sacramento, and Eureka), attached hereto and by this reference made a part hereof.

SECTION VII FRINGE BENEFITS

A. Health and Welfare Plan

Each Individual Employer covered by this Agreement shall contribute to the Carpenters Health and Welfare Trust Fund of California the amount listed in Section IV per hour for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement for the purpose of providing Health and Welfare benefits for such employees.

Such contributing Individual Employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1953, as such may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.

There shall be no duplicating contributions with respect to any employee or the work of any employee.

Employer contributions for a foreman, assistant superintendent and superintendent covered by this Agreement shall be based upon the hourly rate in effect for journeymen in the particular jurisdiction where they are employed.

For the purposes of interpreting and applying this Section, such Trust Fund contributions shall not be considered as compensation. The total number of hours worked by each employee in each month for which contributions are made to this Trust Fund, shall be reported by the Individual Employer to this Trust Fund.

B. Vacation and Holiday Plan

Each Individual Employer covered by this Agreement shall contribute to the Northern California Carpenters Vacation and Holiday Trust Fund of California the amount listed in Section IV per hour for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement for the purpose of providing Vacation and Holiday

benefits for such employees.

Such contributing Individual Employer agrees to be bound by that certain Trust Agreement establishing the Fund dated May 1, 1972, as such may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.

There shall be no duplicating contributions with respect to any employee or the work of any employee.

Employer contributions for a foreman, assistant superintendent and superintendent covered by this Agreement shall be based upon the hourly rate in effect for journeypersons in the particular jurisdiction where they are employed. The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the Individual Employer to this Trust Fund.

B.1. Supplemental Dues

Effective for all work performed on and after July 1, 1997, it is agreed that upon written authorization, provided by the Union, as required by law, the amount of two and one quarter percent (2 1/4%) per hour, for each hour paid for or worked, shall be deducted from the Vacation and Holiday benefit of each worker and remitted directly to the Union, as the Union may from time to time direct. The amount of the deduction shall be specified on a statement transmitted to the workers. Such remittance shall be made to the Union not less than twelve (12) times per year.

The amount to be paid by the 46 Counties Supplemental Dues option, in connection with the Vacation and Holiday contribution shall be an amount equal to two and one quarter percent (2 1/4%) of the total hourly wage-fringe benefit package of the highest journey pile driver classification in this Agreement in effect on July 1, 2000, and to be effective July 1, of each succeeding year, or the amount as required by the AECE/Carpenters Master Labor Agreement whichever is less.

C. Pension Plan

Each Individual Employer covered by this Agreement shall contribute to the Carpenters Pension Trust Fund of California the amount listed in Section IV per hour for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement for the purpose of providing Pension benefits for such employees. Such contributing Individual Employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 19, 1958, as such may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.

There shall be no duplicating contributions with respect to any employee or the work of any

employee.

Employers contributions for a foreman, assistant superintendent and superintendent covered by this Agreement shall be based upon the hourly rate in effect for journey pile drivers in the particular jurisdiction where they are employed. For the purposes of interpreting and applying this Section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the Individual Employer to this Trust Fund.

C.1. Annuity

Each Individual Employer covered by this Agreement shall contribute to the Carpenters Annuity Trust Fund for Northern California the amount listed in Section IV above for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing annuity benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 1, 1981, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee. Individual employer contributions for a foreman, assistant superintendent and superintendent covered by this Agreement shall be based upon the hourly rate in effect for the journey pile drivers in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month for which contributions are made to this Trust Fund, shall be reported by the Individual Employer to this Trust Fund.

Effective July 1, 2000 or the first full work month following implementation of this Agreement individual journey level Pile Drivers, Divers, Wharf and Dock Builders shall be entitled to be dispatched at alternate classifications of Pile Driver I, Pile Driver II, or Pile Driver III and have their individual wage/annuity rates modified subject to the following conditions:

- No Annuity rate will exceed 25% of an individual's compensation.
- Depending on the individual Pile Driver's classification selection, the maximum variable contribution rate shall be \$2.00 (two dollars) per hour in addition to the standard annuity rate as same is presently established and may be changed during the

- life of this agreement.
- Enrollment or selection of an alternate classification shall be limited to once in any twelve (12) month period.
 - A Pile Driver may rescind enrollment in the alternate classification at any time at his/her local hiring hall and be returned to his/her standard classification provided however, no additional change will be allowed for twelve (12) months following such rescission.
 - Apprentices, trainees and other non-journey level classifications are not eligible to enroll into the alternate job classification.
 - If an individual Pile Driver does not submit an enrollment form, no change in the current classification or annuity contribution will occur.
 - In no event shall an individual Pile Driver's total combined participation in this annuity plan and any employer sponsored 401(k) or profit sharing plan exceed 25% of the individual's compensation.

D. Apprenticeship Plan

1. Each Individual Employer covered by this Agreement shall contribute to the Carpenters Training Trust Fund of California, the amount listed in Section IV per hour, for each hour paid for or worked, whichever is greater, by each Employee covered by this Agreement for the purpose of providing Training and education benefits for such employees.

The eight cents (\$.08) allocated on 6/16/85, to be paid into the Carpenters Training Trust Fund of California, for sole purpose of providing Training and Education of Pile Drivers, Apprentices and Journeymen upgrading programs, under the direction and control of the Northern California Pile Driver Joint Training Committee shall be in addition to those monies currently being paid into the Trust on behalf of employees employed under this Agreement. Further, the parties agree that the California Pile Driver Joint Training Committee will immediately meet with the Carpenters Training Trust, for the purpose of determining allocation of the money currently paid by Employers of Pile Drivers, in order to assure continuity of hiring assignment, employment, or termination of all personnel employed to administer the current program, subject to approval of the bargaining parties.

Such contributing Individual Employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1963, as such may from time to time be amended or supplemented.

There shall be no duplicating contributions with respect to any Employee or the work of any Employee.

Employer contributions for a foreman, assistant superintendent and superintendent covered by this Agreement shall be based upon the hourly rate in effect for

journeypersons in the particular jurisdiction where they are employed.

2. **Apprentice Pile Driver:** The term "Apprentice Pile Driver" as used herein means an employee undergoing a system or course of training in pile driver work, who shall be permitted to perform any work done by a journeyperson pile driver, as provided in Section I and whose age when starting his apprenticeship is over seventeen (17) years of age. The term apprenticeship shall not exceed a period of four (4) years. It shall not be a contractual obligation, but it shall be the policy of the Individual Employers, party to this Agreement to employ apprentices who might have been laid off due to lack of work before employing new apprentices.

The Contractors recognize their obligation to employ and train apprentices. The contractors further recognize that apprentices are obligated to attend daytime training classes upon demand to remain in the Apprenticeship Program. Therefore, it is agreed that the Contractors will make every effort to re-employ apprentices removed from their jobsites by the Apprenticeship Program for training purposes.

A Committee will be established to review the Apprenticeship Program in order to make possible more training opportunities.

3. The details of this program shall be negotiated by a subcommittee on which the Employer and the Union shall be equally represented and shall comply with all pertinent legal requirements.
4. **Apprentices' Hours, Wages and Working Conditions:**

The terms and conditions of apprenticeship agreed on are as follows:

Effective July 1, 2000:

First Period: 0 to 6 months.....	60%	Health & Welfare, Apprenticeship, Supplemental Dues, UBC H&S
Second Period: 7 to 12 months..	65%	Health & Welfare, Vacation, Apprenticeship, Supplemental Dues, UBC Health & Safety
Third Period: 13 to 18 months...	70%	Health & Welfare, Vacation, Annuity, Apprenticeship, Supplemental Dues, UBC Health & Safety
Fourth Period: 19 to 24 months....	75%	Health & Welfare, Vacation, Annuity, Apprenticeship, Supplemental Dues, UBC Health & Safety
Fifth Period: 25 to 30 months.....	80%	Full Fringe Benefits
Sixth Period: 31 to 36 months....	85%	Full Fringe Benefits
Seventh Period: 37 to 42 months	90%	Full Fringe Benefits

Eighth Period: 43 to 48 months. 95% Full Fringe Benefits

First thirty (30) days - no work on power saws or drills. First twelve (12) months or less than 1200 hours...no assignment to crews engaged strictly in the land or water installation or extraction of pile.

NOTE: Re-rates are based on three conditions:

1. Length of time in the Apprenticeship program.
2. Accumulated work hours.
3. Fulfillment of school requirements.

Approved Employers having three (3) journeypersons employed on the job may have one (1) apprentice and one (1) additional apprentice may be employed for five (5) additional journeyperson, (No more than one (1) apprentice assigned to any one crew). Exceptions may be made at the discretion of the local Joint Apprenticeship Committee.

E. Basis for Payment of Fringe Benefits

Payment for contributions for fringe benefits as provided in Sections A, B and B.1, C and C.1, and D, shall be based upon all hours for which an employee has received payment; provided, however, that contributions shall not become compounded by overtime, and all overtime hours for purposes of fringe benefit contributions shall be considered straight time hours.

Payments or contributions to each of the trust funds provided for in this Agreement shall be based on hours paid which include contributions for eight (8) hours in multiple shifts where seven (7) hours are worked with eight (8) hours pay and for all straight time hours paid under the provisions of Broken time, Tide work or Show-up time. No payments or contributions shall be computed at the rate of time and one-half or double the required rate of payment or contribution per hour, nor shall any such payment or contribution be considered part of the hourly wage rates for the purpose of computing overtime, either under this Agreement, the Fair Labor Standards Act, the Walsh-Healy Act, or any other law.

F. Bonding

Any Employer or any subcontractor who is delinquent in the payment of contributions for fringe benefits to any Trust herein provided for a period of one calendar month shall be notified by the Administrator of said Trust or Trusts of such delinquency, following which notice the Union may require such delinquent Employer or subcontractor to provide a bond in a manner satisfactory to said Administrator for a sum equal to Five Thousand Dollars (\$5,000.00) or two (2) times the delinquent Employer's estimated contribution to such Trust, whichever is the

greater. Upon failure of such delinquent Employer to provide a bond as aforesaid, the Union shall withdraw or withhold employees from the job of such delinquent Employer and such withdrawal or withholding of employees shall not constitute a violation of this Agreement or be cause for any legal action against the Union by such delinquent Employer.

Whenever any employer covered by this Agreement is delinquent with respect to the payment of any contributions or other sum of money due to any Trust Fund specified in this Agreement, the Union may withdraw workers and place appropriate pickets at the premises of the employer or places where said employer is performing work. The workers so withdrawn may not be discharged or permanently replaced, and the action permitted by this Section shall not be deemed a violation of the no-strike provisions of this Agreement.

G. Fringe Benefit Contributions for Supervisors

The Union and the Employer agree that when employees are working in a supervisory position above the rank of foreman the Individual Employer may make payments with respect to their work into the Carpenters Health and Welfare Trust Fund for Northern California and Carpenters Pension Trust Fund for Northern California on the basis of 145 hours per month in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by any such employee in a month, provided; however, the Individual Employer having made one (1) payment on an employee shall continue to make such payment so long as the employee is in their employ. Such payments shall be the same as the applicable journeyman contribution.

G.1. Supervisors Annuity

The Union and the contractor agree that when employees are working in a supervising position above the rank of foreman the individual contractor may make payments with respect to his work in to the Carpenters Annuity Fund for Northern California on the basis of a minimum of 145 hours per month in accordance with the schedules set forth in the Agreement, regardless of hours worked by any such employee in a month; provided, however, the Individual Employer having made one (1) payment on any employee shall continue to make such payments so long as the employee is in their employ.

G.2

The Union and the Employer agree that the Individual Employers covered by this Master Agreement may cover owners or partners, in the Carpenters Trust Funds (as in Section G and G.1) by paying contributions with respect to the work of such an individual into these funds monthly on the basis of 145 hours per month, in accordance with the hourly rates set forth in this Master Agreement, regardless of the number of hours worked by any such individual in a month, provided that such individual, if not an owner or partner, would be working as a journeyman Pile Driver under the terms of this Master Agreement and provided further that

the Individual Employer, having made one (1) payment with respect to the work of such an individual, shall continue to make such payments monthly so long as the individual continues to perform work for the Individual Employer in the capacity of an owner or partner. Such individual shall be deemed an employee covered by this Agreement solely for the purpose of participating in said Trust Funds and shall have no other rights or privileges under this Agreement as an employee.

H. Fringe Payment Continuity

In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory employer agrees that he or it shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following the termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory employer further agrees that the Union, any of its constituents, and/or any of all said Trust Funds may enforce this obligation through the grievance and arbitration provisions of this Agreement and/or by action to collect such delinquent contributions filed in the United States District Court in the Northern District of California.

I. Audit

Each Individual Employer upon request of the Contractors, Union or any Trust Fund specified in this Agreement, shall permit the Trust Fund Auditors to review any and all records relevant to the enforcement. Such review shall be permitted not less than five (5) working days after demand.

The cost of audit shall be borne by the Individual Employer if a shortage disclosed by the audit exceeds \$1,000.00 and is not the result of clerical error.

The Union and the Employer shall have the right to receive and utilize any information derived from the audit. Trustees of the Trust Funds specified in this Agreement are authorized to determine the appropriate formula to be applied to compute appropriate Trust Fund contributions. The Individual Employer shall be required to comply with such Trust Funds formula and make payments to the Trust Funds immediately upon being advised of the amount due.

J. Contribution to "Home" Trust Funds

Each Individual Employer when working outside the geographic jurisdiction of the Union, shall make appropriate contributions outlined herein, to the various Trust Funds identified in this Agreement. However, should Trust Funds in other geographic jurisdictions in which the Individual Employer is performing work covered by this Agreement require payment for employees into that locations respective Trust Funds, the Individual Employer shall not be

required to make contributions into both jurisdictions Trust Funds.

SECTION VIII GENERAL PROVISIONS

- A. Holidays:** The following days shall be classed as holidays:
Saturdays, Sundays, New Year's, Martin Luther King Day, President's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and the day following, and Christmas Day. Holidays falling on Sunday shall be observed on the following Monday. Pay for work performed on the aforementioned days shall be at overtime rates.

Holidays found in the Pile Driver Master Labor Agreement shall be the recognized holidays for all employees performing work covered by this Agreement.

- B. Tools and Toolhouse:** The Contractors herein agree to provide on every job where toolmen employees covered by this Agreement are employed, a tool house, equipped with adequate locking provisions and heating facilities for drying clothes. If an employee's working tools or gear are lost or destroyed by reason of the burning or sinking of Employer's floating equipment or toolhouse, or if the employee's equipment is burglarized while in the Employer's care as provided for in Paragraph B above, the Employer will replace all tools certified as lost up to a limit of \$400.00 per man (if management is provided an inventory of tools submitted to the Employer on a form provided by Employer at time of employment). Within seven days from the date of a properly supported claim for loss of tools as provided herein, the Individual Employer shall acknowledge liability therefore or reject the claim.

All employees covered by this Agreement engaged as toolpersons shall enter upon their duties with sharp tools; and if such tools are dulled within working hours, the Contractor shall either provide for the sharpening of such tools or permit the owner to sharpen it or them within working hours.

- C. Working Rules:** It is agreed that no working rule or practice of either Union or Employer will be claimed or asserted contrary to the terms and provisions of this Agreement.
- D. Safety:** Pile Driving foremen shall be in charge of crews at all times; his duties on hoisting equipment shall consist of supervision, signaling and direction of the operation. The foreman in charge of a crew shall be charged with the responsibility for the safety of the members of their crew and with compliance with recognized safety rules and practices. No foreman shall work more than one shift in any calendar day. It is agreed that it is not the intent of this paragraph to limit or define the size of a crew. No Employer shall fail or neglect:
1. To provide and use safety devices and safeguards.
 2. To adopt and use methods and processes reasonably adequate to render the place of employment safe.

3. To do every other thing reasonably necessary to protect the life and safety of employees.

The Union and all employees agree that they will cooperate with the Contractor and with each other in the carrying out of safety measures and practices for accident prevention, and shall perform their duties in each department in such manner as to promote safe and efficient operation of their own department and of the job as a whole.

Employees who as a direct result of an on-the-job industrial injury are unable to complete a full day's work shall nevertheless be paid for the full day on which such injury occurred; provided, however, that said injury requires the attention of a licensed physician and that said physician has certified to the employee's inability to complete work on that day because of such injury.

- E. When an employee is required to work under a dock from a skiff, raft or float in water independent of other workers and apart from any other operation, whereby they might become out of sight of other workers or supervisory employees, then an additional worker shall be assigned to work with them for the actual time worked under the above conditions to insure proper communications with operating personnel.
- F. **Steward:** A Steward shall be a working employee, appointed by the Union, who shall, in addition to their work as a Pile Driver/Diver, be permitted to perform during working hours their Union duties that cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Individual Employer agrees to allow Stewards a reasonable amount of time for the performance of such duties. The Union through the foreman shall notify the Individual Employer in writing of the appointment of such Steward. In no event shall an Individual Employer discriminate against a Steward, transfer, layoff, or discharge the Steward on account of any action taken by the Steward in the proper performance of their Union duties.

No Steward shall be terminated without just cause. Stewards shall be subject to lay off or termination just as any other Pile Driver on the project. If a Steward is discharged the Individual Employer shall provide written notice defining the reasons for the termination.
- G. **Pick Up Time:** Each employee shall be allowed reasonable pick-up time at the end of their shift which shall be determined by the employer and the Union.
- H. **Discharged Employees:** Employees receiving notices of discharge shall be allowed a reasonable time (not less than 15 minutes) before the end of the shift to assemble their tools.
- I. **Pre-Job Conference:** The Union or Contractor may require a pre-job conference for the purpose of discussion and agreement of work assignments and application of the contract to the job.

- J. Letters of Assignment:** The Individual Employer shall submit letters of assignment of work on his letterhead of assignment of work.
- K.** Each Individual Contractor shall send a report monthly in writing to the Union in a format to be determined by the Individual Contractor a list of all jobs currently in progress on which Pile Drivers are employed by that Individual Contractor on work covered by this Agreement.

SECTION IX ARBITRATION OF DISPUTES

Any dispute concerning any application or interpretation of this Agreement shall be subject to the following procedure.

1. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer and/or the Business Representative of the appropriate Union who shall then attempt to adjust said grievance or dispute at the jobsite level.
2. The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.
3. If said grievance or dispute is not satisfactorily adjusted by the appropriate Union and the Individual Employer or his representative within three (3) days after submission to the Individual Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
4. The Board of Adjustment shall be composed of one (1) member named by the Union, one (1) member named by the Association and an Impartial Arbitrator. The parties shall select an alternate to the permanent neutral Arbitrator who shall serve only in the event the permanent neutral Arbitrator is unable to serve. At any point in the proceedings should the panel be unable to reach a majority vote the Arbitrator shall participate and the Arbitrator's decision shall be final and binding.
5. In addition to any rule or procedure which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
 - (a) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator. Any transcript ordered by any party shall be at the expense of the party ordering the transcript.
 - (b) In the case of deadlock, the Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing, unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.

- (c) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. By agreement of both parties, the Impartial Arbitrator may be changed or replaced.
 - (d) The Board of Adjustment or the Arbitrator may fashion an appropriate remedy to resolve the issue including, but not limited to, back pay, money damages, injunctive relief, audit, payment of wages and fringe benefits to persons damaged by the contract violations, interest or attorneys' fees.
 - (e) Any grievance involving an Individual Employer not a member of any of the signatory associations shall be submitted directly to the Arbitrator unless the Individual Employer agrees to submit the matter to the Board of Adjustment.
6. Disputes arising out of work assignment, which are governed by Section X, Jurisdictional Disputes, will not be heard at these panels.
 7. The Board of Adjustment shall meet within forty-five (45) days on any item properly before the Board. Failure of either party to meet or to participate shall cause the Board or Arbitrator to hear and decide the matter on a default basis.
 8. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto.
 9. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Individual Employer, and such action shall not be a violation of this Agreement so long as such noncompliance continues, provided, however, that the Union may not enforce the provisions of Section I D (Subcontracting) by economic action or picketing.
 10. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne equally by the parties hereto.
 11. No proceeding hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Arbitrator or Board may for good cause, accept a late submission, which shall then be decided by the Board of Adjustment.
 12. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this section as set forth in the rules and procedures, which may be amended from time to time by the parties.
 13. A decision of the Board of Adjustment by majority vote, or the decision of a permanent Arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California, or the United

States District Court for the Northern District of California. Any party who fails or refuses to comply with a decision of a Board of Adjustment or an award of the Arbitrator, as the case may be, shall be responsible for reasonable attorneys' fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law, unless the petition is denied.

14. All hearings of the Board of Adjustment shall be in the City and County of San Francisco, and/or County of Alameda, unless mutually agreed to move to another location.
15. No proceedings mentioned hereinabove on any dispute, complaint or grievance shall be recognized unless called to the attention of the Employer and the Union within ten (10) working days after the last date the alleged violation was committed.
16. On all cases relating to discharge or discipline, employees must file their grievances with the Union within three (3) working days after the imposition of the discharge or discipline. Thereafter, the Union must file its grievance with the Board of Adjustment within ten (10) working days after the employee files their grievance. The Board shall meet within seven (7) working days following submission of the grievance. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as they deem appropriate provided there shall be no discrimination on the part of the Individual Employer against any employee for activities in behalf of or representation of the Union not interfering with the proper performance of their duties.
17. If failure of a Board of Adjustment to meet within one week (7 working days) is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above seven (7) working days. If the Employer or Individual Employer, or Arbitrator is unavailable to meet, the wage payment and Trust Fund contribution liability shall be continuing.

SECTION X JURISDICTIONAL DISPUTES

There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of Jurisdictional Disputes between the Union and any other Union affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions themselves, or submitted to the International Presidents of the Unions involved in the dispute for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by the Individual Employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

SECTION XI

TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the 1st day of July, 2000 through the 30th day of June, 2004 and shall continue thereafter unless either party, not more than ninety (90) days or less than sixty (60) days prior to the 30th day of June, 2004, or not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June of any subsequent years, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement. The Union shall have the right to strike and the Employer shall have the right to lock out with respect to such contract opening of the Agreement June 30, 2004 only after ten (10) working days has passed in order to provide time for negotiations.

GEOGRAPHIC & MARKET CONDITIONS

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 the recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area 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.

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. Notice to the Contractors shall be deemed notice to all Individual Employers.

The parties to this Agreement will work together to preserve work opportunities for the Employers and Employees covered by this Agreement.

The Geographic and Market Committee shall consist of three signatory members representing Management and three members representing the Union members appointed by the Executive Officer of the Northern California Carpenters Regional Council..

The Committee shall meet at least once per quarter and identify and discuss areas of concern to the parties involving economic issues including, but not limited to, non-signatory Employers, private work recovery, new technology, prevailing wages, etc.

The Geographic and Market Committee is authorized to modify economic terms and conditions of the Agreement in order to carry out any Agreement reached by said committee on any economic issue.

SECTION XII INTEGRATION

- A. This Agreement shall supersede all existing Agreements between the Union and any of the Contractors or their members relating to pile driving work, and it is agreed that during the life

of this Agreement neither the Union nor the Contractors will make demands beyond or in conflict with the same.

- B.** It is not the intent of either party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

In the event that the Union, which is signatory hereto, enters into any other agreement with other employers or employers associations, which shall have terms more favorable to such employers or employers associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement. This Section shall not be applicable to Agreements between the Union and Individual Employers covering work in bona fide permanent yards or shops.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year hereinabove first written.

FOR THE CONTRACTORS:

ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS

BY: _____

BY: _____
Timothy J. Conway, Secretary

On behalf of:

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL
for Local Unions 34, 22, 25, 35, 46, 9068, 9083, 102, 9109, 9144, 152, 180, 217, 262, 405, 505, 605,
701, 713, 751, 1109, 1240, 1496, 1599, 1618, 1789, 1861, 2035, 2236

BY: _____
Robert H. Alvarado, Executive Officer

DIVING AGREEMENT
(Addendum to Piledrivers Agreement)

Between the Association of Engineering Construction Employers and the Northern California Carpenters Regional Council.

THIS AGREEMENT entered into this 1st day of July, 2000 modifying, renewing and supplementing the Agreement made and entered into February 1, 1997 between the ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS, and/or other employers becoming signatory hereto, parties of the first part, hereinafter referred to as the CONTRACTORS each acting for and in behalf of its respective members, and the NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL and the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, on behalf of its affiliates, parties of the second part hereinafter referred to as the UNION, provides:

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice uniform rates of pay, hours of employment and conditions of work for the employees represented by the UNION which are employed from time to time by the CONTRACTORS, and

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes, or grievances which may arise between the parties hereto to the end that the CONTRACTORS may be assured of continuity of operations and the Employees represented by the UNION may be assured of continuity of employment;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Unless specifically specified to the contrary, in this Addendum, all terms and conditions of the Pile Drivers Master Agreement shall apply to Divers, Tenders and Assistant Tenders and be incorporated in this Addendum.

TERRITORY

Section 1.

The following work is claimed by the submarine divers and tenders of the Pacific Coast; Submarine diving in all its branches, as the wrecking of all ships, construction, reconstructing, repairing, inspecting, removing, rescuing and recovering of all objects below water surface which requires the use of diving apparatus. The Contractor shall be the judge in deeming where diving is necessary.

This Agreement shall cover the work more specifically defined herein as within diving classifications and located within the area of Northern California, which term is intended to mean that portion of California above the Northern Boundary of Kern County, the Northern Boundary of San Luis Obispo County, and the Westerly Boundaries of Inyo and Mono Counties, consisting of the following forty-six

(46) counties: Alameda, Alpine, Amador, Butte, Calaveras, Contra Costa, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba.

It is understood further that by the above listing the jurisdiction of the Union over diving work is not thereby limited to that area. On the contrary, the Union claims jurisdiction over diving of certain areas beyond that covered by this contract, i.e., the Northern part of Nevada, the State of Utah, and/or one half the distance to the nearest Pile Driver's local.

DIVERS, TENDERS AND ASSISTANT TENDERS DIVERS

A diving crew shall consist of not less than three (3) persons: A Diver; a Tender; and an Assistant Tender - subject to the provisions of Section 4(a).

During any twenty-four (24) hour period, the members of a dive crew shall not change their original designation of either diver, tender or assistant tender, except in extraordinary circumstances by mutual consent and only on a one (1) day basis. If under extraordinary circumstances such a change is made, an individual whose designation is changed shall be paid for the day at the highest rate at which he has worked.

SECTION 2.

(a) All divers to receive a minimum daily diving rate which consists of the prevailing pile driver foreman's regular hourly rate times eight (8) hours (Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m.) for standby time whether they dive or not, plus a minimum payment per dive as follows:

Effective Date	Amount
June 16, 2000	\$90.00

(b) The workday shall be eight (8) hours work between the hours of 8:00 a.m. and 4:30 p.m..

Upon submission of prior written notice by the Individual Employer to the Union, the regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between 7:00 a.m. and 5:00 p.m.. The regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between the hours of 6:00 a.m. and 3:00 p.m. by written approval of the Union. Once the regular workday is changed, it shall be for no less than five (5) consecutive work days and may be changed only by written notification by the Individual Employer to the Union.

(c) The diver's' rate for eight (8) hours or any part thereof, from 4:30 p.m. to 8:00 a.m. (except

overtime before or after a regular shift) on work other than shift work, shall be the applicable daily diving rate times two (2).

- (d) A dive, including dressing and undressing, shall constitute eight (8) hours pay, regardless of how many times the diver comes to the surface. When or where a diver is working on a regular shift, any overtime worked before or after their regular shift of eight (8) hours shall be paid at the rate of one-eighth of the applicable daily diving rate time two (2) for each hour or part thereof.
- (e) The divers' rate for Saturdays, Sundays and holidays for eight (8) hours or any part thereof, regardless of when worked, shall be the applicable daily diving rate times two (2).
- (f) When the diver furnishes and uses a full set of gear, they shall receive \$30.00 per day. Payment for any portions of the gear furnished shall be prorated. When the diver furnishes and uses only their own dress (not including helmet and umbilical) the prorated amount shall be \$5.00. The diver shall also receive \$20.00 per day for the use of their compressor if furnished and used, plus \$15.00 per day for the use of their torch if furnished and used. The Individual Employer shall maintain the torch.

TENDERS

Section 3.

- (a) All tenders to receive a minimum daily tending rate which consists of the prevailing pile driver foreman's regular hourly rate times eight (8) hours, (Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m.) for standby time whether the diver goes in the water or not.
- (b) The workday shall be eight (8) hours work between the hours of 8:00 a.m. and 4:30 p.m..

Upon submission of prior written notice by the Individual Employer to the Union, the regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between 7:00 a.m. and 5:00 p.m.. The regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between the hours of 6:00 a.m. and 3:00 p.m. by written approval of the Union. Once the regular workday is changed, it shall be for no less than five (5) consecutive work days and may be changed only by written notification by the Individual Employer to the Union.

- (c) When or where a tender is working on a regular shift, any overtime worked before or after their regular shift of eight (8) hours, shall be paid at the applicable prevailing pile driver foreman's overtime rate for each hour or part thereof.
- (d) The tender's rate for eight (8) hours or any part thereof, from 4:30 p.m. to 8:00 a.m. (except overtime before or after a regular shift) on work other than shift work, shall be sixteen (16) times the prevailing pile driver foreman's regular hourly rate.

- (e) The tender's rate for Saturdays, Sundays, and holidays for eight (8) hours or any part thereof, regardless of when worked, shall be sixteen (16) times the prevailing pile driver foreman's regular hourly rate.
- (f) When tending on dives exceeding 50 feet, the tender shall be paid daily depth money as follows:

Depth in Feet	Rate	Premium Per Foot
50 to 100	- - -	\$.15 in excess of 50 feet
100 to 150	\$ 7.50 +	\$.18 in excess of 100 feet
150 to 200	\$16.50 +	\$.20 in excess of 150 feet

In excess of 200 feet, the diver shall have the right to designate the rate, but in no case shall the rate be lower than the existing rates for depths less than 200 feet. At all stages of the tide, +3' MLLW shall be used to determine depth pay in San Francisco Bay and its tidal tributaries.

- (g) If a mixed gas manifold technician/decompression chamber operator is employed they shall receive two dollars (\$2.00) per hour above the Tender's rate.
- (h) A tender shall not tend, maintain or assist more than one (1) diver simultaneously. If in an emergency, a tender is required to tend more than one (1) diver during any shift, the tender shall be paid for one (1) full shift at the applicable rate for each diver tended. Provided that the provisions for minimum manning requirements and rates of pay are observed, the Individual Employer shall have flexibility in work assignments within any classification.

ASSISTANT TENDER

Section 4.

- (a) There shall be an assistant tender with the diver and tender at all times when the diver is in the water, dressing, undressing, or decompressing; during which time he shall be under the sole direction of the diver and his tender.
- (b) When a diver is engaged on construction work, the assistant tender may be a pile driver who at times other than set forth above is part of a regular crew. The contractor's assignment of a person to perform the duties of an assistant tender shall be, if available, one with previous experience and acceptable to the diver. A pile driver working as an assistant tender under the terms of this paragraph shall receive fifty cents (\$.50) per hour above the journey person pile driver rate on one-half and full day basis.
- (c) In the event that there is to be diving work at a location where there are no workers represented by the Union who can be assigned to the diver and tender to serve as assistant tender, an assistant tender who is a pile driver shall be employed who shall be entitled to the benefits of

Section 8.

- (d) The base pay for assistant tender shall be eight (8) times the prevailing hourly rate paid pile driver journeypersons with applicable overtime.
- (e) Pile driver apprentices may be utilized in a dive crew as assistant tenders only, providing they have complied with formal training in accordance with the ADC Consensus Standards. The wage rates for such pile driver apprentices shall be \$2.50 above their current period apprentice wage rate. At no time shall the wage rate of such apprentice exceed the wage rate of a journeyperson tender.

If an apprentice with proper diver qualifications is utilized in the tender or diver classification such apprentice shall be paid at the current wage fringe benefit rates for the tender or diver classification.

SHIFTS, OVERTIME, TRAVEL AND WORKING CONDITIONS

Section 5.

When a Diver is engaged on construction work, with a regular crew, time spent traveling to and from the rig for the diver and tender shall be paid at the pile driver foreman's rate for each hour or part thereof.

When a diving crew is called out to work in conjunction with a surface crew that is called out to work under the provisions of the tide work rules of the Pile Drivers Agreement, they shall not receive more than sixteen (16) straight time hours wages for eight (8) hours work, plus dive pay.

Section 6.

In all cases where a diver is working, the employer shall furnish all underwater tools of the trade necessary to perform such underwater work except small tools as wrenches, hammers, etc. There shall be no exceptions to this rule. Diving ladder or diving stage, in accordance with the State Safety Code, will be available at all times when diver is in the water.

Section. 7

No member of a diving crew shall be permitted to receive compensation on a piece-work basis.

Section 8.

Divers and tenders while traveling outside the Bay Area shall receive travel expense equivalent to their actual traveling time at straight time wages, including the day of departure and the day of their return; plus transportation for persons and equipment to and from the job; plus reasonable room and board, or payment in lieu of room and board, by mutual agreement between the Individual Employee and the

Individual Employer with written notification to the Union by the Individual Employer within five work days of the Individual Employee's employment on the job in question. For the purpose of this Section, the Bay Area is defined as that area within the outer line zone on Exhibit A of the Pile Drivers Agreement. Within the outer line, divers and tenders shall receive the same travel expenses as provided for in the Pile Driving Agreement for Pile Drivers.

Section 9.

The diving crew while engaged in diving or decompression shall not perform any labor outside of actual diving, decompression, and care of gear. When the diving crew has been ordered to report for diving work, and such work is not available, the diver and tender shall stand by and not be required to work in a crew. Air Compressor used for divers' air shall not be used for any purpose except divers' air and air for decompression chamber, during diving and decompression.

Section 10.

All divers shall have the right to designate their own tenders.

DEPTH AND PREMIUM MONEY

Section 11.

- (a) Any diver exceeding 50 feet shall be paid for at the following enumerated rates, termed depth money:

Depth in Feet	Rate	Premium Per Foot
50 to 100	- -	\$1.32 in excess of 50 feet
100 to 150	\$ 66.00+	\$1.85 in excess of 100 feet
150 to 200	\$158.00+	\$2.65 in excess of 150 feet

In excess of 200 feet, the diver shall have the right to designate his own rate, but in no case shall the rate be lower than the existing rate for depths less than 200 feet. At all stages of the tide, +3' MLLW shall be used to determine depth pay in San Francisco Bay and its tidal tributaries.

- (b) When 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 regular day's pay as determined below:

Distance Traveled from Entrance	Amount of Premium per Day
5 feet to 50 feet	\$ 2.68
50 feet to 100 feet	\$ 5.37
100 feet to 150 feet	\$10.73

For distance in excess of 150 feet the amount of premium paid to the diver in the pipe or tunnel shall be increased an additional \$5.30 for each succeeding 50 feet, and another diver shall be stationed at the entrance to the enclosure.

- (c) 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 and where there is no vertical escape, a premium, according to the following schedule, shall be paid in addition to the regular day's pay:

Distance Traveled from Entrance	Amount of Premium per Day
5 feet to 50 feet	\$ 2.98
50 feet to 100 feet	\$ 5.96
100 feet to 150 feet	\$13.29
150 feet to 200 feet	\$40.55
200 feet to 300 feet an additional	\$ 0.60 per foot
300 feet to 450 feet an additional	\$ 1.19 per foot
450 feet to 600 feet an additional	\$ 2.08 per foot

For distances greater than 150 feet, the diver in charge shall man the work with such additional divers, tenders, assistant tenders, and equipment as may be required to assure the safety of the crew.

- (d) If at some point in the future, Contractors covered by this Agreement wish to engage in work covered by this Agreement, utilizing helium oxygen techniques, the Union and the Contractors shall negotiate appropriate terms and conditions.

It is mutually agreed that there shall be no Union strike activity or Contractor lock-outs during the period the new terms and conditions are being negotiated.

In the event the Contractor and the Union are unable to reach mutually agreeable terms and conditions within thirty (30) days of their initial meeting, the parties agree to utilize the appropriate State and/or Federal Mediation service.

DECOMPRESSION

Section 12

Safety shall have the highest of priorities in the 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 there are three (3) sets of rules governing diving safety: 1. CAL-OSHA. 2. Federal OSHA and 3. U.S. Coast Guard. All time spent by divers in decompression chambers and tenders and

assistant tenders attending them therein shall be paid for as per Sections 2, 3, and 4.

SALARY EMPLOYMENT

Section 13.

In cases where a diver is employed on a semi-annual or annual basis, it shall be permissible for him/her to accept such employment as long as the monthly rate is not below the minimum wage of twenty times the daily diving rate per month, plus gear and compressor rental as mentioned in Section 2, paragraph (a).

TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the 1st day of July, 2000 through the 30th day of June, 2004 and shall continue thereafter unless either party, not more than ninety (90) days or less than sixty (60) days prior to the last day of June, 2004, or not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June of any subsequent year serves written notice on the other of its desire to change, modify, amend or supplement, renew, extend or terminate this Agreement. The Union shall have right to strike and the Employer shall have the right to lockout with respect to each such contract opening of the Agreement June 30, 2004 only after ten (10) working days has passed, in order to provide time for negotiations.

GEOGRAPHIC & MARKET CONDITIONS

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 the recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area 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.

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. Notice to the Contractors shall be deemed notice to all Individual Employers.

The parties to this Agreement will work together to preserve work opportunities for the Employers and Employees covered by this Agreement.

The Geographic and Market Committee shall consist of three signatory members representing Management and three members representing the Union members appointed by the Executive Officer of the Northern California Carpenters Regional Council.

The Committee shall meet at least once per quarter and identify and discuss areas of concern to the

parties involving economic issues including, but not limited to, non-signatory Employers, private work recovery, new technology, prevailing wages, etc.

The Geographic and Market Committee is authorized to modify economic terms and conditions of the Agreement in order to carry out any Agreement reached by said committee on any economic issue.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year hereinabove first written.

FOR THE CONTRACTORS:

ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS

BY: _____

BY: _____

Timothy J. Conway, Secretary

On behalf of:

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL

for Local Unions 34, 22, 25, 35, 46, 9068, 9083, 102, 9109, 9144, 152, 180, 217, 262, 405, 505, 605, 701, 713, 751, 1109, 1240, 1496, 1599, 1618, 1789, 1861, 2035, 2236

BY: _____

Robert H. Alvarado, Executive Officer

EXHIBIT "A"

TRANSPORTATION EXPENSES

For the purpose of simplifying the reimbursement of employees covered by this Agreement for travel expenses incurred, in accordance with the past practice in Northern California and in accordance with negotiations between the Contractors and the Union consummated May 1, 1951, and May 1, 1952, effective June 16, 1974, it is agreed as follows:

1. Reimbursement for transportation expense, as referred to in this Agreement, is defined as reimbursement for bridge tolls, all automobile expenses such as gasoline, oil, grease, tires, and any other miscellaneous traveling expenses and is not a reimbursement for wages, or for time spent traveling to or from the jobsite or place of employment.
 - A. For the purpose of reimbursement of travel expense, four centers are designated within the area covered by this Agreement. These centers are Oakland, Stockton, Sacramento and Eureka, the area surrounding each of these four centers shall be divided into two (2) zones (except in the Bay Area as indicated in the attached chart), an inner or free zone referred to as the 20 mile zone, and an outer zone referred to as "beyond the 20 mile zone."
 - B. Workers under the scope of this Agreement employed on projects which are within the inner or "Free" zone shall not be reimbursed for any transportation expenses to or from the work.
 - C. Transportation expense in the San Francisco Bay Area shall be in accordance with the zones as shown on the attached chart. The rate of reimbursement for transportation expense in these zones shall be as follows:

White Zone	Free
Blue Zone	\$ 8.00/day
Outer Zone	\$25.00/day

On the work on projects located in the outer zone, each worker is to be paid \$25.00 per work day (show-up days included) as reimbursement for transportation expenses.

2. A. The boundaries of the respective zones in the San Francisco Bay Area are defined in the attached chart with the following explanation--where boundary lines are shown along or just outside the right of way of a road or highway the district should extend outward to include structures and projects on land on both sides of the road and within 500 feet of it (in terms of accessibility, both sides of the highway are equally accessible, which the location of the

boundary line has been most easily identifiable on the map by fixing it in or just beyond the highway).

The attached chart creates and fully delineates a Northern and a Southern intermediate zone in the San Francisco Bay area. Workers within these intermediate zones shall be paid \$8.00 per day as reimbursement for travel expense (Show-up days included).

- b. For further amplification the following interpretations of the chart are added. Within "Free" zone - San Leandro Dam and Reservoir.

Crystal Springs and San Andreas Dams and San Mateo Bridge and its road approaches shall be contained in the Blue Zone. Within the Blue Zone Dumbarton Bridge and its road approaches Port Costa (and the area between the easterly boundary of Crockett and the westerly boundary of Martinez). Additionally the Blue Zone shall include the following geographic area:

Travel North on Highway 680, turn East on Highway 84.
Travel East on Highway 84, turn North on Vasco Road (Livermore).
Travel North on Vasco Road, turn West on Highway 4 (Oakley).
Travel West on Highway 4, turn North on Port Chicago Highway (Tosco).
Travel North on Port Chicago Highway to the waterfront, turn West to North Highway 680.

3. **Permanent Yard or Shop:**

An Individual Employer shall not pay travel and/or subsistence to employees employed in his permanent yard or shop unless such employee is assigned to work on a job or project which is outside the permanent yard or shop and within a travel or subsistence zone. The actual zone rate shall be paid to employees working in an Individual Employers yard or shop when he is working on a project, which is new construction or major alteration or demolition of an existing facility.

4. Notwithstanding the provisions of Section 1 and 2 above, it is agreed that if an Individual Employer transfers members of his regular crew or requests the Union to send workers from the San Francisco Bay Area to work in the Stockton, Sacramento or Eureka area, or from the Eureka area to the Sacramento or Stockton area, the appropriate outer zone rate shall apply unless such workers live or usually work in such work area. In the latter event, reimbursement for transportation expenses shall be in accordance with Section 1 and 2.

Nothing in this Section shall supersede or otherwise affect the provisions of Section 3 above.

5. On a job or project located more than 100 miles from the Labor Temple of one of the four centers (Oakland, Sacramento, Stockton or Eureka) the following shall apply:

Employees performing work covered by this Agreement whose residence is located more than 100 miles from the job or project shall be paid subsistence during the regular work week on a continuous basis from their first day on the job or project until their last working day of that week. On days the employee is paid subsistence under the provisions of this paragraph but performs no work falling under this Agreement they shall not receive show-up time. This paragraph shall also apply to employees performing work covered by this Agreement on a job or project covered by this paragraph who have been transferred or dispatched by name at the request of the Contractor from one of the other centers.

EXHIBIT "B"
JOINT LABOR / MANAGEMENT
SUBSTANCE ABUSE POLICY

I. INTRODUCTION

The Union and the Employer establish this Policy in order to provide the Individual Employers with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. An Individual Employer is not obligated by this Agreement to have a substance abuse policy. Implementation of this Policy is not mandatory by any Individual Employer, but this Policy is the only Policy the Individual Employer may implement for Employees. Once implemented, the Policy shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

II. NOTICE

- A. An Individual Employer must give written notice to the Union that it is implementing this Policy. The notice must be delivered to the Union at the following address:

Northern California Carpenters
448 Hegenberger Road
Oakland, CA 94621
(Fax: [510] 568-7631)

- B. The Individual Employer may not implement this Policy unless it subjects all management and supervisory employees to the same type of testing provided herein.
- C. An Individual Employer who has implemented this Policy shall advise the Union dispatchers with whom it places an order for Employees that it intends to drug test dispatched Employees. A test result shall not be set aside because an Individual Employer does not give such notice.
- D. An Individual Employer who implements this Policy shall provide written notice of this Policy to all Employees including those dispatched to it by the Union and shall provide each Employee with a copy of the Policy.
- E. Failure to give a form of notice of this section shall make any drug testing engaged in by the Individual Employer a violation of the applicable master agreement, and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

III. PURPOSE OF POLICY

- A. The Employer, Individual Employer(s) and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer(s) and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and injury. The Employer, Individual Employer(s) and the Union therefore adopt this Policy. The intent of the Policy is three fold:
1. To maintain a safe, drug and alcohol free workplace;
 2. To maintain our work force at its maximum effectiveness; and
 3. To encourage confidential referral to an Employee Assistance Program ("EAP") by Employees Health & Welfare Program.
- B. In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment *before* job performance has become a disciplinary problem. Employees are urged to use the services available through the union EAP Health & Welfare Plan.
1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare plan, up to the limits described in the plans.
 2. An Employee shall be granted necessary leave of absence for treatment.

IV. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled "Confidential." Employee records related to this Policy shall not be kept in the Employee's personnel file.

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released until the results are confirmed. Every effort

will be made to insure that all Employee issues relating to this policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

V. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Service Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody: All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories: All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols: All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test: The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified. If the second test is negative, the Employee will be considered to have been tested negative.

Cut-Off Level: SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening test and the confirmatory test shall be per the Federal Standards as determined by the Department of Health and Human Services (DHHS). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol or above shall be considered to be positive.

Medical Review Officer: A Medical Review Officer (“MRO”) shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine (“ASAM”) if available. If no ASAM members are available, the MRO shall be certified by the Medical Review Officer's Certification Council. The Union shall approve all MRO’s. Upon verification of a positive test result, the MRO shall refer the affected Employee to an EAP for assessment and referral to treatment, if appropriate.

Consent Form: Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto. (Form “A”) The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to verify tests and report to the Individual Employer whether the test is positive or negative. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refused to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement, The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For: A specimen may be tested for alcohol, Cannabinoids (THC), barbiturates, opiates, cocaine, phencyclidines (PCP), amphetamines, and methaqualone or the by-products of these substances. A specimen shall not be tested for anything else. If DOT revises its list of substances for which it requires employers to test, this Section shall be revised to include those substances. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive.

Urine, Blood, or Breath Test: The Individual Employer may direct the Employee to submit to a urine test, or at the employee's request a blood test for alcohol and/or other drugs, or a breath test for alcohol. An Employee who is unable to provide a urine sample within one hour of being directed to do so, will submit to a blood test.

Notification to Employer of Test Results: The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or negative and will report the final results to the Individual Employer.

VI. TYPES OF PERMISSIVE TESTING

A. TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one (1) of the first three (3) day(s) of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay the Employee pending the test results unless the Employer has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. The Individual Employer shall not be obligated to employ any such Employee after an EAP releases the Employee to return to work but may employ such an Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for sixty (60) days. If the Individual Employer tests any Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section without testing those who are recalled.

B. PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained management representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects if proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained management representative's observations and conclusions must be confirmed by another trained management representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached). The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of, or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a union representative (including a Steward) and allow the Employee to consult with a Union representative before the Employee submits to the test, if the Union representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

C. ACCIDENT TESTING

An Individual Employer may require Employees who are directly involved in work related accidents involving property damage or bodily injury that requires medical care be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Incident Report Form (see Form B attached) whenever it tests an Employee under this section.

VII. EMPLOYER REFERRALS

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to an EAP based upon documented declining job performance or other observations prior to testing under Paragraph VI and/or disciplining the Employee.

VIII. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to

an EAP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. The EAP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

IX. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section V while on the Individual Employer's property or jobsite. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter drugs from working while the Employee is impaired but may not discipline such Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

X. REHABILITATION / DISCIPLINE

The Individual Employer may discipline an Employee who violates any provision of Section IX. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to an EAP any Employee who violates any provision of Paragraph IX which prohibits possessing, using, providing, dispensing, receiving, selling, attempting to sell or manufacturing prohibited substances before it disciplines the Employee. The Individual Employer may not discipline any Employee who violates any other provisions of Paragraph IX until such Employee has been offered an opportunity to receive treatment and/or counseling.

The Employee will not be discharged if he/she agrees in writing to undergo the counseling / treatment an EAP prescribes. The Individual Employer shall re-employ the Employee when an EAP releases the Employee to return to work if it has work available. It will not be required to lay-off any current Employee in order to re-employ the Employee. If it does not have any work available when an EAP releases him/her, it shall re-employ him/her as soon as it has work available. The Employee will be subject to a return-to-work agreement. The Individual Employer, the Union, and the Employee will enter into a return-to-work agreement. The return-to-work agreement will require the Employee to comply with and complete all treatment the EAP, or the treatment provider, as the case may be, determines is appropriate. It will also provide a monitoring of the Employee's compliance with the treatment plan the EAP, or the treatment provider develops and will allow the Individual Employer to require the Employee to submit to unannounced testing. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. A positive test on an unannounced test will be considered a violation of the return-to-work agreement. Any unannounced testing shall be performed in accordance with this Policy. The Union and the Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement.

Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

XI. NON DISCRIMINATION

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in an EAP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in an EAP and/or are undergoing treatment and rehabilitation.

XII. COST OF PROGRAM

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its health and welfare contribution rate. The EAP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents to treatment, monitoring of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employers. The Individual Employer will pay all costs for testing.

XIII. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Pile Drivers Master Labor Agreement.

XIV. SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination,, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

XV. INDEMNITY LANGUAGE

The Individual Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the Individual Employers application or enforcement of this policy.

FORM 'A'
NCCRC/PILE DRIVER
SUBSTANCE ABUSE POLICY
CONSENT & RELEASE FORM

MEDICAL RELEASE INFORMATION

I, _____ hereby authorize the release of the following medical records in the possession of _____.

1(a) The medical information gathered as a result of my urine screen and drug/alcohol test and information relating to the reports from the laboratory. This medical information may be released only to authorized representative of _____.

1(b) The medical information gathered as a result of my urine screen and drug/alcohol test and information relating to the reports from the laboratory. This medical information may be released only to authorized medical review officer _____.

2. I understand that this information will be used by _____ only for decisions concerning my employment.

3. The authorization shall remain valid for six months for the date of this Release of Medical Information form, or through completion of any arbitration, concerning the actions over which this Release is executed, whichever is longer.

4. I have read this form in its entirety, understand its provisions, and am signing it voluntarily. I understand that my employer cannot discriminate in the terms and conditions of my employment if I choose not to sign this authorization. (California Civil Code 56.20 (b)).

5. I understand that I have the right to receive a copy of this authorization.

- Laboratory must be approved by Union and must be S.A.M.H.S.A. Certified.

(Dated)

(Signed)

FORM "B"
NCCRC/PILE DRIVER
SUBSTANCE ABUSE POLICY
INCIDENT REPORT FORM

Employee Involved_____

Date of Incident_____ Time of Incident_____

Location of Incident_____

Employee's Job Position Assignment_____

Has Employee Notified of his/her Right to Union Representation?_____

Time _____ Employee's Initials_____

Witness to Incident_____

What was observed_____

What is Employee's explanation_____

Action recommended_____

Signature (Employer Representative)

Signature (Union Representative)

Title_____

Title_____

Date/Time/Action Taken_____

**LETTER OF UNDERSTANDING
SUBCONTRACTING**

Because of conditions sometimes imposed by owners or agencies, it is at times necessary for an Employer to subcontract with an entity that is not signatory to the Pile Drivers' Collective Bargaining Agreement.

In the event that an Employer must subcontract to a MBE or WBE or specialty contractor and a suitable signatory subcontractor is unavailable, the Union will give serious consideration, on a case by case basis, to waiving the requirement for signatory status under those limited circumstances provided that the Employer shall not use such waiver to contend that it would apply in any other circumstance.

This understanding is entered into by the parties signed hereto on February 1, 1997 and shall remain in effect until the expiration of the Master Agreement.

DAVE RHODES,
Senior Business Agent
PILEDRIVERS' UNION LOCAL #34,

DATE: February 1, 1997

TIMOTHY J. CONWAY
Secretary
ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS

DATE: February 1, 1997

LETTER OF UNDERSTANDING

GRIEVANCES

With respect to grievable incidents involving the acts or conduct of a subcontractor, the parties signatory to the Pile Drivers Collective Bargaining Agreement concur that if the subcontractor is signatory directly to the Agreement as an Individual Employer, a separate grievance shall be filed against said subcontractor and said grievance shall be processed to its final conclusion through the procedures specified in Section IX of the Agreement prior to any grievance hearing against the prime contractor.

DAVE RHODES,
Senior Business Agent
PILEDRIVERS UNION LOCAL #34

DATE: February 1, 1997

TIMOTHY J. CONWAY
Secretary
ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS

DATE: February 1, 1997

LETTER OF UNDERSTANDING

PUBLIC WORKS PROJECTS

Whenever non-union or non-signatory contractors appear on public work projects where wage determinations exist, such pre-determined wage and fringe rate referenced in the bid specifications shall remain in effect for the duration of said project, provided, however, that each segment let by the Owner shall be deemed the project; provided, further that this provision shall not apply to projects where the formal advertised sealed bid procedure is not used. Increases in Trust Fund contributions shall not be subject to this provision, provided, further, that in no event shall wages be frozen for more than thirty-six (36) months on any one project.

FOR THE CONTRACTORS:

ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS

DONALD J. CECCHETTINI, AECE Piledriver Craft Committee Chairman

TIMOTHY J. CONWAY

DATE: February 1, 1997

FOR THE UNION:

PILEDRIERS, CARPENTERS, BRIDGE, WHARF AND DOCK BUILDERS' LOCAL UNION
NO. 34

DAVID RHODES, Senior Business Representative #34

DATE: February 1, 1997

THOM DONNELLY, Secretary-Treasurer #34

LETTER OF UNDERSTANDING

AECE agrees that if AGC amends or modifies the Letter of Understanding regarding public works projects or the Letter of Understanding regarding subcontracting during the term of the 1997 – 2000 AECE Pile Drivers Master Labor Agreement, AECE will meet to discuss such amendments or modifications.

Dated February 1, 1997

FOR THE CONTRACTORS:

Association of Engineering Construction Employers

By: Timothy J. Conway, Secretary

FOR THE UNION:

Pile Drivers, Carpenters, Bridge, Wharf and Dock Builders' Local Union No. 34

By: David Rhodes, Senior Business Agent

LETTER OF UNDERSTANDING

The Union and Employer shall continually monitor and resolve Travel and Subsistence issues through the Geographic and Market Committee during the term of the agreement.

This understanding is entered into by the parties signed hereto on February 1, 1997 and shall remain in effect until the expiration of the Master Agreement.

DAVE RHODES
Senior Business Agent
PILEDRIVERS' UNION LOCAL # 34

TIMOTHY J. CONWAY
Secretary
ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS

Carpenters' Bldg.
222 E. Michigan Ave.,
Indianapolis, Indiana
M.A. Hutcheson, General President
United Brotherhood of Carpenters and Joiners of America
May 13, 1995

Mr. O.J. Lindell, R.S.
Local Union No. 34
457 Bryant Street
San Francisco, California

Dear Sir and Brother:

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 Frances 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 water front and marine facilities, such as docks, piers, wharves, bulk heads, 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, 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 the piles and/or caisson work including the forms required for the capping of the piles or caisson. The “capping of the piles” is herein interpreted as being that concrete, wood, or other material resting on 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 cloverleaves, 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 superstructure.
- (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, 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 classifications of our membership on the West Coast. All of the above shall be effective only in the West Coast where the controversy occurred.

Fraternally yours,

Signed M.A. Hutcheson
General President

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.
No. California Chapter
Central California Chapter
PILEDIVING CONTRACTORS ASSOCIATION

July 17, 1955

Mr. M.A. Hutcheson, General President
United Brotherhood of Carpenters
and Joiners of America
Carpenters Building
222 East Michigan Street
Indianapolis, Indiana

Dear Mr. Hutcheson:

The Northern California Chapter and the Central California Chapter of the Associated General Contractors of America, Inc. And the Piledriving Contractors Association are parties to the Piledriving Agreement with Local No. 34 of the Piledrivers, Bridge, Wharf and Dock builders Union covering the 46 Counties of Northern California. The A.G.C. Chapters are also parties to two Master Agreements covering Carpenters in the same geographic area. In order to perpetuate the fine relationships which have been built up over the years between our organizations, representing the contractors and the Piledriver and Carpenter organizations in Northern California, it is strongly felt that there is a definite need for clarification of your letter of May 9, 1955, containing the findings of the General Executive Board of the United Brotherhood concerning the controversy between the Carpenters' and Piledrivers' classifications on the West Coast.

Specifically, clarification is desired on the following five points covered in the above-mentioned letter:

1. What did you intend to constitute a "bridge over water" within the meaning of paragraph five (5) of your letter dated May 9, 1955?

(A) For example, near Petaluma, California, two 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 were erected in three sections. The first section, which was approximately 360 feet long, was constructed over the highway and the railroad tracks and terminated at a coffer-dam and piers at the south bank of the creek. The second section, which was approximately 415 feet long, extended from a highway fill across agricultural land to a coffer-dam and piers at the north bank of the creek. The third section, which was approximately 115 feet long, consisted of 16 pre-cast 75-ton concrete girders extending over Petaluma Creek which were put in place by a floating derrick.

Would you have intended that the 115-foot 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?

(B) For another example, near King City, California, a concrete structure is being constructed across the Salinas River. During the dry season, which will cover the entire construction period, the river bed is crossed by a road which carries heavy truck traffic.

Would you intend this structure to be a “bridge over water?”

(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?

(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 run off and outside of the construction period?

(E) Did you intend the term “bridge over water” to include a structure over a man-made canal or aqueduct?

2. Under paragraph six (6) of your letter dated May 9, 1955, did you intend the falsework necessary for the support of the deck of a concrete or steel bridge over water to carry the Carpenter classification, except where pile driving or power equipment is used for heavy timber falsework?

3. Did you intend the term “pile driving or power equipment,” as used in paragraph six (6) of your letter, to mean pile driver, derrick or similar power equipment, which is the terminology that has been used in our Piledriving Agreement for many years?

4. Do forms constructed on the ground out of 2" x 4" and 2" x 6" lumber and 5/8" ply wood constitute “heavy timber falsework,” within the meaning of paragraph six (6) of your letter, merely for the reason that, when assembled, they must be put into place by power equipment?

5. Does paragraph seven (7) of your letter refer only to work within the recognized jurisdiction of the Piledrivers Union?

The foregoing examples and questions are typical of the problems which arise in applying your letter of May 9, 1955, to construction projects in this area. Projects very similar to those given as examples under question 1 above are soon to be advertised for bids. As you are aware, it is important to the contractors that they clearly understand your letter, since if there is any misunderstanding, as to particular work, those contractors who interpret your letter as placing the work under the Piledriver classification will lose out in bidding for such work, while the contractor

who obtains the work upon the assumption that it comes under the Carpenter classification will suffer serious loss if he has to perform the work under the Piledriver classification. You are the only one who can settle these problems, since on matters of this sort our Piledriving Agreement provides that the parties will recognize formal rulings of the international President of the United Brotherhood.

Yours very truly,
/s/ Frank W. Callahan, Manager
Northern California Chapter, AGC

/s/ Bruce Mckenzie, Manager
Central California Chapter

/s/ John Marthens, Secretary
Piledriving Contractors Association

Mr. M.A. Hutcheson, Chairman
General Executive Board
United Brotherhood of Carpenters and
Joiners of America
222 East Michigan Street
Indianapolis, Indiana

CLARIFICATION OF REPORT OF SUB-COMMITTEE OF GENERAL EXECUTIVE BOARD
ON CARPENTER-PILEDRIIVER MATTER ON WEST COAST

November, 11, 1955

Dear Sir and Brother:

At your request the sub-committee, consisting of Board Members Rajoppi, Chandler, and Johnson, considered the requests of the Northern and Central Chapter of the Associated General Contractors of America, Inc., dated July 17, 1955, for clarification of certain portions of the findings of the General Executive Board on the controversy between Carpenters and Pile Drivers in the West Coast as contained in your communication dated May 13, 1955, and forwarded to all Local Unions, District and State Councils in the States of California, Oregon and Washington.

The sub-committee has drawn up clarifications to the five questions contained in the contractors' request. Some of these questions have various sub-divisions and the clarifications will follow each question or subdivision.

Question 1(a) of the Associated General Contractors refers to paragraph (5) of the findings of the General Executive Board of May 13, 1955.

Clarification: On "bridge over the 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.

Question 1 (b) refers to rivers that are dry in season.

Clarification: Still considered a "bridge over water" and covered by clarification of paragraph (5) in answer to question 1(a).

Question 1(c) refers to "bridge over water" being constructed over a dry by-pass designed to carry flood water.

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

Question 1(d) refers to structures over ravines or depressions which carry water during

spring runoff.

Clarification; The answer is Yes. Same as answer to question 1(b) and is considered as a “bridge over water” and as qualified in clarification of question 1(a).

Question 1(e) refers to “bridge over water” and also man-made canal or aqueduct.

Clarification: 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.

Question 2 refers to Paragraph (6) of the findings of the General Executive Board.

Clarification: The answer is Yes. Falsework necessary for the support of the decking of a concrete or steel bridge over water shall come under the Carpenters classification. Falsework for such decking is under the Carpenter classification excepting where piledriving or power equipment is used.

Question 3 refers to piledriving or power equipment.

Clarification: The sub-committee feels that the words “piledriving or power equipment” are in themselves completely explanatory and feels no further definition is required for anyone acquainted with the construction industry.

Question 4 refers to forms constructed on the ground out of 2 x 4 and 2 x 6 lumber and 5/8 plywood.

Clarification: The sub-committee does not interpret “forms” to be “heavy timber falsework” 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 falsework, consisting of supports for forms, installed under Carpenter classification and pile driving or power equipment is used, then such installation of “heavy timber falsework” shall be done under the Pile Driver classification as plainly stated in paragraph (6) of the General Executive Board’s findings.

Question 5 refers to paragraph (7) of the General Executive Board’s findings and refers to the construction of open-cut sewers.

Clarification: The sub-committee 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.

The above clarifications requested by the Associated General Contractors' organizations in the West Coast are recommended to the General Executive Board by the sub-committee, who feels that many of these requests could be settled by discussions between the contractors and our membership affected in the West Coast area. It would be impossible to answer the myriad of questions that may be asked for interpretation of any finding, contract, or agreement and your sub-committee feels that the industry as a whole in the West Coast area should make a genuine effort to work out equitable solutions of further questions that may arise on the findings of the General Executive Board in this subject matter, as contained in the letter addressed to all Local Unions, District and State Councils in the States of California, Oregon and Washington and signed by you as General President under date of May 13, 1955.

Respectfully submitted,
/s/ Charles Johnson, Jr., Chairman
/s/ Raleigh Rajoppi
/s/ Henry W. Chandler

December 12, 1967

M.A. Hutcheson, Chairman
General Executive Board
United Brotherhood of Carpenters
and Joiners of America
101 Constitution Avenue, N.W.
Washington, D.C. 20001

RE: Carpenter-Piledriver Matter in West Coast Area

Dear Sir and Brother:

In complying with your request, the Sub-Committee of the General Executive Board, appointed by you to review the 1955 General Executive Board Decision of West Coast Carpenter-Pile Driver matter, have met several times to consider the new problems that have arisen since the 1966 Board Decision.

Your Sub-Committee held two days of hearings at the Del Webb Town House in San Francisco, California, on March 21 and March 22, 1967, at which sixty-three Officers and Business Representatives of our subordinate Locals and District and State Councils testified on the subject matter. In addition, twelve representatives of various Contractors Associations met with your Sub-Committee 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 falsework, including metal tubular or "Tinker Toy" material used in falsework.

Your Committee, after careful review of the transcript of the March 21 and March 22, 1967, hearings, finds it necessary to further clarify intentions of the General Executive Board decision on 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 Employers in the correct and harmonious operations of their projects.

The work jurisdiction of our Carpenters and Pile Driving branches of 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 hereof.
- 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 diver classification shall apply.
- A.(4) In the construction of concrete or steel bridges over land, highways, railroads, overpasses, cloverleaves, interchanges, or bridges over man-made canals, aqueducts, spillways and man-made water retaining areas, the Pile Driver classification shall apply to the driving of piles, caissons and “drilled-in-place” piling. The fabrication and erection of the forms for 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 Carpenters classifications. This shall also include bridges over man-made canals, aqueducts, spillways and man-made water retaining areas, if constructed prior to water being released or fumed into the area.

- A.(5) In the construction of concrete or steel bridges over water, the fabrication and erection of the 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 super structure.

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 Carpenters 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 Carpenters 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, where 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 of machinery, bases, equipment or stanchions shall be under the Carpenters classification, irrespective of the use of piles or caissons.

E. The Erection of Falsework, including Metal Tubular (or “Tinker Toy”) material used as Falsework

The erection of falsework necessary for the support of work under the Pile Driver classification comes under their classification. Falsework necessary for the support of the work under the Carpenters 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 portion 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

TO ALL LOCAL UNIONS, DISTRICT AND STATE COUNCILS IN THE STATES OF CALIFORNIA, OREGON AND WASHINGTON

Dear Sirs and Brothers:

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 falsework, including metal tubular for "tinker toy" material used as falsework." 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 falsework.

"The erection of falsework necessary for the support of work under the Pile Driver classification comes under their classification. Falsework necessary for the support of the work under the Carpenters 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 falsework 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 classification to mean that the Carpenters may perform the rigging of falsework including metal tubular (tinker toy) materials as falsework under the following circumstances:

"For the purposes 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.

Fraternally yours,
M.A. Hutcheson
General President

WS/hs

April 13, 1973

Mr. William Sidell
General President
United Brotherhood of Carpenters
and Joiners of America
101 Constitution Ave., N.W.
Washington, D.C. 20001

Re: Letter dated April 6, 1973 from Associated General Contractors of California,
Requesting clarification of Carpenter/Pile Driver Jurisdiction on West Coast

Dear Sir and Brother:

At your request, your Sub-Committee, consisting of the undersigned, met on April 12, 1973 to consider the request of the Associated General Contractors of California for clarification of the Carpenter/Pile Driver West Coast Jurisdiction Sub-Committee Reports of November 11, 1955 and December 12, 1967 and interpretation of Sub-Committee Report of December 12, 1967 by General President M.A. Hutcheson.

Your Sub-Committee and General President Emeritus Hutcheson are in agreement that when Carpenters are employed on work coming under the Piledriver classification they shall receive the wages and conditions contained with the Agreement, dated July 14, 1971, between Pile Drivers Local 34 and the Associated General Contractors of California.

Respectfully submitted,

/s/ Charles E. Nichols

/s/ Raleigh Rajoppi

/s/ Patrick J. Campbell

/s/ Lyle J. Hiller

Re: Carpenter-Pile Driver Matter in West Coast Area