

2022 - 2026

MASTER ENGINEERING CONTRACTORS LABOR AGREEMENT

BY AND BETWEEN

ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER, INC.

AND THE

THE SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

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**SECTION 1**  
**PARTIES TO AGREEMENT**

A. This AGREEMENT entered into this 1st day of July, 2022, by and between the ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER, INC. for and on behalf of its signatory members, hereinafter referred to as the "Employer's" and the SOUTHWEST REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, for and on behalf of its affiliated Regional Council and Local Unions, hereinafter referred to as the "Union".

B. Definitions:

1. ASSOCIATION means the Associated General Contractors of America, San Diego Chapter, Inc. ("AGC"). The Employer's and the Union recognize and agree that the Association is the administrative representative of the Employer's and the Association has no signatory status by the terms of this Agreement or otherwise.

2. EMPLOYER(S) means signatory contractor members of the Associated General Contractors of America, San Diego Chapter, Inc. The term Employer also includes a General Contractor, a subcontractor, partnership, corporation, joint venture, or other person or firm signatory to this Agreement, or by signature to any other Agreement requiring observance of the terms of this Agreement.

3. UNION means the Southwest Regional Council of Carpenters and it's affiliated Local Unions.

4. EMPLOYEE(S) means the employed person or persons, performing work covered by this Agreement within the recognized work jurisdiction of the Union as such work jurisdiction is defined in this Agreement.

5. SUBCONTRACTOR means any person, firm or corporation that agrees under contract with the Employer or his subcontractor, to perform any work covered by this Agreement including the operation of equipment, performance of labor and the furnishing and installation of materials.

**SECTION 2**  
**TERM-TERMINATION AND RENEWAL**

A. This Agreement shall become effective on July 1, 2022 and shall remain in full force and effect through July 1, 2026, and from year to year thereafter, unless either party has given at least

sixty (60) but not more than ninety (90) days written notice to the other party prior to June 30, 2026 of their intention to amend, modify or terminate. Negotiations for a succeeding Agreement shall begin not later than May 1, of the appropriate anniversary year and continue until agreement is reached or either party terminates.

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

### **SECTION 3 AREA COVERED**

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

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

### **SECTION 4 WORK COVERED**

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

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

C. COVERAGE:

~~The craft jurisdiction covered by this~~ This Agreement shall ~~include~~ apply to all Carpenter's work in connection with the following ~~work~~:

1. This Agreement shall cover work on heavy highway and engineering construction, including the construction of, in whole or in part, or improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, and operation of ~~all~~ vehicles used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work.

a. Street and highway work, grade separations, elevated highways, viaducts, bridges, abutments, cast-in place elements such as retaining walls, head walls, wing walls, barrier rails, manholes, ~~and~~ box culverts, mechanically stabilized earth walls, templates ~~s~~ setting for bollards, templates ~~setting~~ and anchorage for street and highway signage bases, subways, plinth and pedestal for precision set and/or elevated rail, rail stations, water supply, water development, reclamation, draining and flood control projects, water and sewage treatment projects, dams, aqueducts, canals, reservoirs, intakes, drop inlets, channels, levees, dikes, revetments, foundations, footings, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels. The handling, cleaning, erection, installation and dismantling of machinery, equipment, and all work on robotics, included but not limited to the rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

2. All layout work traditionally performed by Carpenters, including layout for work to be performed by the carpenter trades, shall be performed by Carpenters covered by this Agreement. This shall include all layout and shooting of grades from the initial control point and/or benchmark and use of all equipment incidental thereto, including use of transit, and "total station" equipment, survey instruments and other equipment. This shall include any field adjustments to be used for layout purposes, excluding initial survey, grading surveying/GPS, and quality control related survey work.

3. This Agreement shall cover all work in connection with the hoisting of materials which are to be used by the Carpenters including but not limited to the rigging, guiding and handling, and all other movement and removal of useable or reusable material used by Carpenters on the jobsite.

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

5. This Agreement shall cover the erecting of structural parts of a structure made of wood or any substitute such as plastic or composition materials.

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

7. The Carpenters claim installation of studs, frames, platforms, boards, ~~and~~ plastics, or other materials, regardless of composition, used in the performance of carpentry work, operation of the Pettibone, and forklift, all stationary and mobile material handling equipment, or any other ground transportation in support of carpentry work and the use of survey instruments, either optical or electronic. Carpenters assigned to using survey instruments shall receive not less than the rate of pay for his regular classification.

a. The following tools used in the performance of the scopes of work below shall be deemed tools of the Carpentry trade:

i. Chalk or snap lines, tape measures, all types of squares, plumb bobs, lasers and levels of any type used for the layout of foundations, decks, embeds, walls and partitions.

ii. Hammers, cat's paws, pliers, diagonal cutters, tin snips, wrenches, nail or brad guns, and all types of saws used for the ~~framing of walls and ceilings or~~ construction of concrete forms.

iii. Nothing in this section will limit the types of tools that Carpenters may use on the jobsite, nor will the use of these tools bey another trade ~~in~~ be limited the performance of that trade's assigned work.

b. The Carpenters claim all onsite welding and material preparation associated with the performance of Carpentry work.

c. Carpenters claim the onsite fabrication, construction and installation of all safety components and structures necessary for Carpenters to perform their work.

8. Covered under this Agreement is all Pile Driver classification of work and related construction, including demolition, fabrication, placement and construction of bridges, wharf's, docks, piers, breakwaters, caissons, rip-rap and stone structures, jetties, piledriving, and off shore construction, and marine deck hand work on related offshore construction.

a. This Agreement shall cover work in connection with piledriving, including

but not limited to the layout, loading or unloading, preparation, rigging and hoisting, placement, erection, driving and pulling of all piles, caissons, and casings.

b. The Carpenters claim the layout, loading or unloading, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipe lines, foundations, crane pads, and all open cut and cover construction projects. The Carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly and installation and removal of timber decking.

c. All splicing, cutting, burning, welding, reinforcing, anchoring, and any other modification or inspections performed on any pier, port, vessel, or barge shall be performed only by Carpenter divers and piledrivers under the terms of this Agreement. Loading, unloading, and securing of all diver, piledriver, millwright or carpenter materials associated with work covered under the terms of this Agreement from any barges or vessels shall be covered work.

d. All diving performed, including all wet diving, for the purposes of construction, maintenance, or demolition shall be considered Carpenter scope work as covered under Appendix G, including all work covered under Appendix G, Article VII.

e. Also related work on deep foundation projects including the: drilling and placement of pile materials, placement of soldier beams, H beams, sheet pile, wood, plastic and concrete pile, structures with related lagging and shoring, underpinning, welding, cutting, burning, rigging and handling of work materials, equipment assembly, maintenance and operation for marine and land projects.

f. Also covered is all construction where divers are utilized and acting as Divers/Tenders on construction. Divers are identified as performing construction, maintenance and inspection work on new or existing projects, whether on land or marine environments. Construction requiring dive technology is defined in Section 36, J. and in Appendix G.

9. This Agreement shall cover all concrete form work, regardless of material used, including, but not limited to, the fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all reusable forms, placing of waterstops and other embedded items, and the operation of the fork lift, Leod, Pettibone, knuckle boom, all stationary and mobile material handling equipment, or any other ground transportation used to move Carpenter materials to perform all of the above work. This shall include all washouts, slurry, or other forms



that provide either a finished or unfinished concrete surface.

a. The prefabrication or construction of forms for: footings, foundations, slabs, walls, suspended slabs or columns, for structures of all descriptions, whether made of wood, metal plastic, composition material or any other type of material including the erection thereof. Also stripping and removing of single use forms, as assigned by the Employer.

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

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

d. The Contractor shall construct all concrete forms, including without limitation all stem, gang, deck, wall, column, interior curb, and any other forms or panels regardless of material composition, and framed walls to be used on the jobsite for a specific project and such work shall be performed only by carpenters under the terms of this Agreement. With the prior approval of the Union, curvilinear forms created by computer numeric control (CNC) machines will be acceptable when practical means of carpentry cannot produce the same level of accuracy or efficiency. Walls to be used on the jobsite for a specific project and such work shall be performed only by carpenters under the terms of this Agreement.

e. The Contractor may subcontract such work on concrete forms in accordance with the terms of this Agreement; provided that such work by a subcontractor shall be performed by Carpenters under the terms of this Agreement. A Contractor, party to this Agreement may construct such concrete forms away from the jobsite, and in that event, such work shall be performed under the terms of this Agreement only by Carpenters that are employees of the Contractor.

f. Any modifications of concrete forms shall be performed only under the provisions of Article I of this Agreement.

g. The provisions of Article I of this Agreement shall not apply to the manufacturing of patented, identifiable standard, manufactured commercial brand name forms such as Universal, Symons, Peri, Doka, Aluma, RMD Kwikform, Hi Lite, Atlas, Dayton Superior, EfcO, Meva, Harsco or similar type forms. Any additional assembly, modification, or installation work of such patented, identifiable, standard manufactured commercial brand name forms performed on the jobsite shall be covered under the terms of the Agreement. Carpenters shall assemble, modify, and install such forms on the jobsite.

h. This Agreement shall cover all onsite work in connection with precast,

prestressed concrete stone or fabricated units. Any pre-fabricated concrete stone or imitation stone included as part of the exterior wall system.

~~i. This Agreement shall cover all work in connection with tilt up slabs, including, but not limited to, benchmarks, lay out, setting of all forms, setting of all form liners, architectural reveals, block outs, metal door and window jambs, sonotubes, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused) rigging, setting, plumbing, and lining, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints and caulking, installation of interior or exterior wall or column panels. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors including rollup, installation of laminated beams or precast structures, and operation of the fork lift, and Gradall to perform all of the above work.~~

10. This agreement shall cover all work in connection with the fabrication, construction, setting of final elevation of forms, placing, erection, rigging and hoisting, and removing of all shoring, falsework, decking, beams, and lagging regardless of material composition.

a. This Agreement shall cover all work in connection with Hico and similar type beams including, but not limited to the unloading, carrying, spotting and stacking the initial delivery, the installation, and stripping ~~and removing~~ of Hico shores.

b. This Agreement shall cover all work in connection with Plywood Decking, or any decking, used as temporary formwork, regardless of material composition serving the same purpose, including, but not limited to, the carrying, stacking, installation and removal.

c. This Agreement shall cover all work in connection with Beam Sides and Beam Soffits, including, but not limited to the cutting, setting, removal, relocation and stacking of Beam Sides and Soffits, bracing and pads.

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

12. The work covered by this Agreement shall include all Unistrut systems and other similar systems.

13. Carpenters claim the installation of all mass timber, any other components or system associated with the installation of mass timber regardless of material composition.

14. Fence building work, as assigned by the ~~e~~Employer, shall be performed under all of the terms and conditions of the Fence Building Agreement between the Contractors and the Southwest Regional Council of Carpenters.

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

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

17. This Agreement shall cover the use of robotic or artificial intelligences, whether autonomous or operated, for work covered under the terms of this Agreement, including, but not limited to: layout, nailing, screwing or welding, moving materials used by Carpenters on the jobsite. The use of such equipment shall be covered under Appendix R of this Agreement.

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

## **SECTION 5 UNION RECOGNITION**

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

## **SECTION 6 RECOGNITION OF EMPLOYER**

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

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

C. Employers not current signatory members of the Employer Association shall not be covered by the provisions of Sections 15 and 29 of this Agreement, or the provisions of any reference to said sections contained elsewhere in this Agreement.

## **SECTION 7 EMPLOYER MEMBERSHIP**

Employer(s) means signatory members of the Associated General Contractors of America, San Diego Chapter, Inc., who give power of attorney to the Association to bind them to this Agreement.

A. When a signatory Employer ceases to be a member of the Association he will continue to be bound by the Master Labor Agreement, including extensions and renewals thereof, with the exception of the No Strike Clause; and Grievance Procedure. When a Signatory Employer ceases to be an Association member, the Association will no longer be responsible for, nor represent, said Employer. A former Association member shall continue to be covered by Section 29 of this Agreement. Should such former Association member file a grievance or have a grievance filed against it, it shall, prior to the hearing, pay the sum of \$500.00 to the Association to cover costs associated with processing and hearing the grievance.

B. An Employer may be released from obligations of the Master Labor Agreement only if he notifies in writing the Association and the Union at least sixty (60) but not more than ninety (90) days prior to the expiration date of this Agreement, or any subsequent expiration date thereafter, of his intent not to be bound by the new or renewed Agreement.

C. The Association will notify the Union of additions and/or deletions to their membership, designating those who are signatory to this Agreement and those who are not.

## **SECTION 8 EXISTING AND OTHER AGREEMENTS**

A. The Employer shall be bound by all of the terms and provisions of this Agreement, and any San Diego County Short Form Jobsite Agreement such Employer has with the Union is hereby superseded by mutual consent between the parties as it applies to San Diego County.

B. It is the determination of the Union, unilaterally arrived at, that the prevailing wages and fringe benefits established by this Labor Agreement can best be maintained by the Unions' unilaterally adopted policy of insuring uniform benefits for all the workers it represents in their work and territorial jurisdiction. To this end, the parties have agreed that in the event the Union shall negotiate different terms and conditions of employment for employees performing jobsite construction industry work in classifications similar to those set forth in this Agreement in San Diego County, the parties will be notified and such Agreement shall be made available to the signatories hereto. Term of the Agreement is not considered a more favorable condition which an Employer may pick or chose.

C. It is understood and agreed by the parties hereto that when situations arise that require separate Project Agreements covering work to be performed on specific identified construction projects in the geographic area covered by this Agreement, to protect the interests of the Employer's and promote jobs for Union members, such project Agreements will be negotiated in advance and the terms and conditions of these project agreements will be made available to all signatories hereto to protect the competitive bidding process on that specific geographic jobsite location. Any rates or conditions negotiated in these special project agreements will not give any Employer signatory hereto the right to claim such rates and conditions for work performed on geographic jobsite locations other than that specifically defined in the special project agreement(s).

D. It is also agreed that the Union will, at the request of a signatory Association Members, give a non-signatory subcontractor a project agreement for any project in San Diego County provided such project agreement is no more favorable than that available to other Union subcontractors.

## **SECTION 9 LIABILITIES OF THE PARTIES**

A. This Agreement shall apply to and be binding upon any persons, firms or corporation who employ any person to perform work covered by this Agreement, and shall apply to any subcontractor whether the subcontract is oral or in writing. This Agreement shall apply to any name, style, new name or new style under which the individual Employer conducts or will conduct business in the construction industry anywhere in the area covered by this Agreement.

B. This Agreement is binding upon each Employer regardless of whether or not he or it

changes the name or style or address of his or its business. An Employer shall include any firm, partnership, company, or corporation or other business organization excluding developer in which such Employer has a majority ownership interest while operating under the Employer's present name or any other legal entity. Each individual Employer shall give notice in writing to the Union of any intent to change the name, style or address of his or its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

C. The Employer shall continue to be bound by the terms of this Agreement under the new name or method of operation, including a partnership or corporation in which he has majority control or interest, until such times as he cancels the Agreement in accordance with the provisions of Section 2 and 6 this Agreement.

## **SECTION 10 GENERAL SAVINGS CLAUSE**

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 any provision of this Agreement is 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 render the balance of the Agreement inoperable. The parties agree that if and when any provision of this Agreement is held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

## **SECTION 11 NO DISCRIMINATION**

A. 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 Order Numbers 10925 and 11114 and 11246, and the California Fair Employment Practices Act, to the end that no person shall, on the grounds of sex, race, color, age 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 and no person shall be subjected to discrimination by reason of physical impairment subject to the provisions of Section 26.

B. In the event the Union is unable to refer applicants for employment to the Employer in sufficient number, from each of the minority groups represented within the local area as may be necessary to enable the construction contract with any Federal, State or Governmental body,

commission or agency, or to enable the Employer to fully comply with all laws, Presidential Executive orders, regulations, rules, directives or orders which cover minority hiring and which are applicable to the Employer, then in any such event the Employer shall be free to directly recruit from any source in accordance with the provisions contained in Section 25 such number of minority applicants acceptable to the Employer as may be necessary to satisfy the Employer needs to effect such compliance.

C. ADA Compliance: The Union and the Employer recognize that significant legal obligations have been imposed on Employer's by the Americans with Disabilities Act ("ADA"). It is further recognized that the extent of these legal obligations, and the way in which they must be met, is presently unclear. The Union agrees, on behalf of itself and employees it represents, to cooperate with the Employer to ensure that the requirements of the ADA are complied with. The Union further agrees that actions taken by the Employer in a good faith effort to comply with the requirements of the ADA will not be subject to the filing of a grievance under this Agreement. In the event of a charge against the Employer by or on behalf of an employment applicant or employee that his or her rights under ADA have been violated, the Union agrees to fully cooperate with the Employer to gather information relating to the basis of the applicant's or employee's claim, and the remedies sought.

## **SECTION 12 UNION SECURITY**

A. Every person performing work covered by this Agreement who is a member of the Union and in the employment of any individual Employer on work covered by this Agreement on the effective date of this Section 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 after the 7th day of employment, continuous or cumulative, on such work following the beginning of such employment or the effective date of this Section, 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. If federal law is hereafter amended to permit a lesser requirement for Union membership as a condition of employment other than provided in this Section, the Employer and the Union will promptly enter into negotiations with regard to such subject.

B. The individual Employer shall not be required to discharge any employee pursuant to this Section until a written notice from the Union of such employee's non-compliance with this Section, stating all pertinent facts showing such non-compliance, shall have been served upon

such individual Employer.

C. For the purpose of determining membership in good standing it is agreed that this shall be interpreted to mean that the worker has tendered the periodic dues and the initiation fees uniformly required as a condition for acquiring or retaining Union membership. Workers who do not comply with the provisions of this Section shall immediately be discharged by the Employer upon the request of the Union.

### **SECTION 13 UNION REPRESENTATIVE**

After presentation of proper identifications, the Employer shall afford bona fide representatives of the Union signatory to this Agreement, prompt and free access to the jobsite during construction for the purpose of conducting legitimate Union business. If the Employer or his representative is present on the job the Union representative shall apprise the Employer or his representative of his presence. Such representatives must provide their own security credentials, if required. Any dispute that may arise at the jobsite must be resolved by the provisions of the Agreement.

### **SECTION 14 STEWARDS(S)**

A. The craft Steward shall be a working employee, appointed by the Union, who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union shall notify the Employer or his representative, in writing, and send a copy to the Employer's last known address, of the appointment of each craft Steward. Craft Steward(s) appointment shall be deemed official upon receipt of written notice by the Employer or his representative. It is recognized by the Employer that the Steward shall remain on the job as long as there is work being performed in his craft which he can perform capably. It is recognized by the Employer that the Steward shall remain on the job as long as there is work being performed in his craft which he can perform capably, provided that the Employer may retain two (2) foreman at all times. Where the Steward is discharged for reasons of employment tenure, two (2) full working days notice in writing will be given to the Union and the Union may appoint a new Steward from the remaining employees. The Steward shall not be transferred from one jobsite to another jobsite without prior approval from the Union.

B. A Steward may be discharged, with immediate notice to the Union for drinking on the job, drunkenness, drug abuse, dishonesty, causing a work stoppage, for unauthorized absence, or



for telling any workman or employee that he may not work on the job. The Steward may be laid off at completion of the project.

C. When the Union receives notice the Employer is laying off the Steward, the Union Business Representative will meet with the Employer at the jobsite within twenty-four (24) hours to investigate the circumstances of the layoff and receive written notice from the Employer confirming the layoff. If the Union Business Representative finds the layoff is contrary to paragraph A or B, the problem shall be referred to a committee of three: One (1) Union representative and one (1) Employer representative, and a third selected by the first two (2) representatives. This committee shall render a decision within twenty-four (24) hours after the conclusion of the jobsite meeting. If this committee holds for the employee, he shall be retained as a Steward, and made whole.

D. The foregoing would not preclude the signatories from invoking the procedures of Section 29 of this Agreement.

E. The Union may appoint more than one (1) Steward on a jobsite when necessary.

## **SECTION 15 STRIKES, LOCKOUTS AND JURISDICTIONAL DISPUTES**

A. It is the purpose and intent of the Employer's and the Union that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the grievance and arbitration procedures, and the Union agrees that neither it nor its officers, agents, members, nor employees represented by it will engage in, authorize, instigate, or said work stoppages or strikes, interruptions, slowdowns, or other impeding of the work during the terms of this Agreement. The provisions of this section extend to all sympathy strikes affecting the Employer's operations, and to all strikes aimed at other Employer's who are working upon, or making deliveries to, the Employer's jobsite. Further, the Union will use its best efforts to prevent, halt, terminate, and minimize the effect of any work stoppages, strikes, interruptions, slowdowns, or other impeding of the work.

B. The Union shall have the right to immediately withhold or remove workmen or picket the job of any individual Employer who is in violation of the wage payment, fringe benefit payment and/or liquidated damage payments, or conference board decision(s). When ordered by the Trustees of any Trust covered by this Agreement, the Union shall withhold or remove workman from any Employer for failure to make trust fund contributions or submit business records, books and reports pertaining to the payment of wages, fringe benefits and/or liquidated damages.

C. The Employer agrees not to lock out any employees whose work is covered by this

Agreement.

D. The foregoing promises by the Union and the Employer shall be specifically enforceable by the Union and the Employer regardless of whether or not the subject of the dispute giving rise to the strike, work stoppage, slowdown or other impediment of work is subject to grievance and arbitration.

E. Workmen withheld by the Union due to the Employer's violation of the Trust Fund payment requirements, shall not be denied unemployment Benefits by this Employer.

F. During the term hereof, there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union and that all employees covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of other organizations affiliated with the Building and Construction Trades Department, AFL-CIO, or the International Brotherhood of Teamsters of America, without regard to past, present or future disputes on jurisdictional claims.

G. When making work assignments, the Contractor shall assign the work in accordance with existing inter-craft Agreements. In the absence of such inter-craft Agreements, then past practice or the prevailing practice in the locality shall apply. The Union will furnish the Association with approved inter-craft Agreements. The locality for the purpose of determining the prevailing practice shall be defined as the geographical area covered by this Agreement. If a dispute arises prior to the assignment of work, or where there is no predominant practice in the locality or inter-craft Agreements, the Contractor shall consult the representatives of the contesting trades regarding any arguments or facts the trades may wish to present to support their claim to the work.

H. The parties hereto agree that where a problem develops involving Unions not signatory to this Agreement, the representatives of the Unions involved will meet with representatives of the Contractors to resolve the particular problem. Any resolution by the Unions shall be put into effect immediately.

I. Jurisdictional disputes which cannot be resolved at the local level shall then be referred to the International Unions involved for determination and the work shall proceed as assigned by the Contractor until such determination by the International Unions has been confirmed to the disputing Unions and the Contractors.

J. While such procedures are being invoked and exhausted the work shall proceed as assigned by the Contractor.

## **SECTION 16 PICKET LINES**

No employee covered hereby may be discharged or discriminated against by an Employer for refusing to cross or work behind a lawful picket line or for engaging in any other conduct protected by Section 7 of the Labor Management Relations Act of 1947, as amended. Work performed under this Agreement will be performed by employees covered under this Agreement.

## **SECTION 17 SAFETY**

A. When it is called to the attention of the Employer or his representative by the Union representative that a flagrant violation of CAL-OSHA that would cause major injury is being committed and the Employer or his representative fails or refuses to make correction immediately or when a California Department of Industrial Safety Engineer issues a citation declaring a portion or phase of a project unsafe, the Union will not be deemed in violation of this Agreement for refusing to allow employees to continue working on that portion or phase of the project. Any employee found to be willfully violating project safety orders or the

B. CAL-OSHA orders adopted by the Industrial Safety Board of the State of California may be immediately discharged with prompt notice to the Union in writing setting forth reasons for discharge.

C. The Employer shall furnish for the use of his employees any necessary water proof or foul weather gear, safety helmets, safety shoes (with exception of shoe liners), or any other necessary protective clothing or safety equipment, except for safety shoes, as required by CAL-OSHA or the Employer. Employees may be held monetarily responsible for such items properly checked out to them with the understanding that such items broken, worn out in normal use, or lost in a manner beyond the control of the employee are excluded. No employee shall be disciplined or suffer any loss in wages or fringe benefits on account of having refused to perform work reasonably perceived by the employee to be dangerous to the employee's health or safety.

D. The Employer shall furnish, where weather conditions require, suitable iced, chilled, or refrigerated water when requested by the majority of the employees on the jobsite covered by the Unions signatory to this Agreement.

E. The Employer will furnish sanitary drinking and toilet facilities at all times in accordance with California law.

F. A heat illness preventative cool down recovery period shall be made available for

employees working in high heat.

## **SECTION 18 PRE-JOB CONFERENCES**

- A. The Employer shall, at his option or at the option of the Union, call for a pre-job conference.
- B. Upon request of the Union, the Employer shall advise the Union in writing of the names and addresses of all subcontractors or their subcontractors employed or to be employed or contracted with for services to be performed under this Agreement. Such written notice shall be made at the pre-job conference or three (3) days prior to the commencement of work by any such subcontractor, whichever occurs sooner.

## **SECTION 19 DISCHARGE**

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

## **SECTION 20 WORK PERIODS**

- A. **WORKDAY/WORK WEEK** Forty (40) hours worked from Monday through Friday shall constitute a week's work. Any work actually performed in excess of eight (8) hours in one day, up to twelve (12) hours, or forty (40) hours during any work week, and the first eight (8) hours of work performed on a Saturday shall be payable at the rate of one and one-half (1 ½) times the employee's straight-time hourly rate; except that an employee who does not complete a full forty (40) hour week for reasons beyond the control of the Employer, such as inclement weather, may voluntarily work a makeup shift (whole day only) on Saturday at the straight time rate of pay, with the approval of the Regional Council. Work on Sundays, holidays and after twelve (12) hours on any day shall be paid at double time.
- B. Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-

half (1/2) hour meal period, they shall be paid an additional amount equal to one-half (1/2) hour pay at the double (2) time rate excluding fringe benefits. When an employee is required to work overtime for more than three (3) hours over the regular eight (8) hours, the Employer agrees to provide a meal period each five (5) hours thereafter and the employee shall have sufficient time to eat the meal without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half (1/2) hour at the double (2) time rate excluding fringe benefits. Meal periods may be staggered to meet job requirements. No employee will be required to work more than five (5) hours during any time period without a meal period.

C. The parties recognize the applicability of Industrial Welfare Commission Wage Order 16 to work performed under this Agreement. Any alleged violation of Wage Order 16 shall constitute a grievance which shall be recognized under the grievance procedure of this Agreement. The grievance procedure detailed in Article VI shall be the exclusive method for resolving all alleged violations of Wage Order 16 and the time limitations of the grievance procedure shall apply to the extent permitted by applicable local, state or federal law. Nothing in the Agreement shall be construed to limit the relief that an arbitrator deems appropriate.

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

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

F. Any time worked from Friday midnight to Sunday midnight or on holidays, or in excess of the regular shift hours shall be paid for at the overtime rate, except as provided in Paragraph F of this Section.

G. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

H. Special Shifts. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a job requirement that work can only be performed outside, or in addition to, the regular day shift due to safe ty conditions or other requirements an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours

paid for Saturday (unless it is a make-up day), Sunday and holidays shall be paid for at the appropriate overtime rate. In addition, when the above conditions exist and it is necessary to begin or end a shift during the hours specified in Section G of this Article, but no later than 10:00 p.m. for Sunday work in order to afford an employee the opportunity to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays (unless it is a make-up day), Sundays and holidays and hours worked in excess of eight (8) hours shall be paid for at the appropriate overtime rate. ~~It is agreed, however, in the operation of this shift, no employee will lose a shifts work.~~ Employees working this special Sunday shift shall receive fifty cents (\$0.50) per hour in addition to their regular rate of pay.

1. If the maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at a time designated by the operations of the establishment, Monday through Friday, and employees on this shift will work eight (8) consecutive hours exclusive of the meal period, for which they will receive eight (8) hours pay at the straight time rate.

I. TIDE WORK SCHEDULE: The following provisions shall apply to employees on jobs working a single shift only:

1. When employees are called out to work broken time or tide work, Monday through Friday they shall be paid a minimum of eight (8) hours in accordance with Section 21 C 3 hereof and shall be considered as working a Special Shift. Special shift hours subject to the eight (8) hour provision shall pay the appropriate straight time and overtime pay rates for hours worked, before, during and after regular scheduled shift times.

2. When employees are called out to work broken time or tide work on Saturdays, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

## **SECTION 21 SHOW-UP TIME**

A. A workman will be paid two (2) hours show-up time when he has been dispatched in accordance with this Agreement and has reported for work at a starting time established by the Employer and when no work is provided.

B. A workman will NOT be paid show-up time when:

1. The Employer has notified the Union, in writing, NOT to refer said workman for

re-employment.

2. He fails to report by the starting time established by the Employer and specified at time of ordering the workman. The Employer may waive his paragraph by hiring the workman, regardless of time of report.

3. He reports for work in unfit condition or without proper tools, referral, or credentials.

4. He is unable or refuses to perform the specified work for which he was requested, in which case the Employer or his representatives shall immediately notify the Union. If the employee is unable to perform the specified work for which he was requested, he shall be paid only for actual time worked.

5. He has been notified before the end of the last preceding shift not to report.

C. EXCEPTIONS to (A) and (B) above: In the event of inclement weather, major breakdown or suspension of the project or portion thereof which is beyond the Employer's control, the Employer will make a reasonable effort to notify employees not to report, and no show-up time will be paid. Each Employer shall establish a policy concerning employees reporting for work during inclement weather. Such policy shall be communicated in writing to the Union. The Employer's policy may be varied on a project basis by written notice to the Union. When employees report and are put to work, and work is discontinued because of inclement weather, major breakdown, or suspension of the project which is beyond the Employer's control, they shall receive pay for the actual hours worked.

D. An employee discharged for incompetence shall receive pay for the actual hours worked.

E. Notwithstanding provisions contained elsewhere in this Agreement and except as provided in (C) and (D) above, any employee who reports for work, and for whom work is provided, shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one (1) day he shall receive six (6) hours pay and if more than (6) hours are worked in any one day he shall receive eight (8) hours pay.

F. On overtime days, whenever employees work more than four (4) hours they shall be paid only for actual hours worked at the overtime rate.

## **SECTION 22 PAYMENT OF WAGES**

A. All wages due employees must be paid weekly on a designated pay day by the

B. Employer on the jobsite prior to end of the employee's shift. Contractors may pay employees utilizing direct deposit as provided under California law.

C. Prior to payment of wages the Employer may require the employee to sign a time card confirming the accuracy of said time card. A copy of the signed time card will be furnished to the employee. Should the Employer's pay day fall on a legal, recognized holiday, Employer may pay his employees on the next regularly scheduled work day, however, every reasonable effort will be made by the Employer to pay his employees prior to the Holiday.

D. Each individual Employer shall provide with each payroll check an itemized check stub showing separately each contribution and deduction made for the payroll period covered by the check or a separate statement showing the name and address of the individual Employer, with each payroll check showing separately vacation contribution and regular deductions, the rate of pay, straight time and overtime hours worked for the payroll period and ending date. There shall be no cash payment of any nature or kind whatsoever. Each check shall show the name of the Employee.

E. Upon layoff or discharge for any reason the employee shall be paid immediately in full. His pay status shall continue for each calendar day until pay is received (not to exceed thirty (30) calendar days and not more than eight (8) straight time hours pay shall be charged for any calendar day.)

## **SECTION 23 HOLIDAYS**

A. The following days are recognized as Holidays:

New Year's Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day (November 11)  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

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



imminent danger. If Christmas or New Years falls on a Saturday the preceding Friday shall be considered a legal holiday.

## **SECTION 24 HIRING**

In the employment of workmen for all work covered by this Agreement in the territory above described, the following provisions, subject to the conditions of Section 5 of this Agreement shall govern:

- A. The Union shall establish and maintain open and nondiscriminatory employment lists for employment of workmen in the work area jurisdiction.
- B. The Employer shall first call upon the Regional Council or its designated Local Union, having work and area jurisdiction for such men as they may from time to time need, and the Union or its agents, shall furnish to the Employer the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Employer.
- C. Reasonable advance notice, but not less than twenty (20) hours, will be given by the Employer to the Union or its agent upon ordering such workmen; and in the event that twenty-four (24) hours after such notice has expired, the Union or its agents fail to furnish such skilled and competent workmen, the Employer may procure workmen from any other source or sources. If men are so employed, the Employer will immediately report each such workman by name, address, social security number, and work classification to the appropriate Union or its agents. Prior to placing any such worker to work the Employer shall require the worker to obtain a dispatch slip from the appropriate Union hiring hall.
- D. The Employer shall provide employment applicants with a referral request form which shall describe the applicant's classification and wage rate. The applicant shall provide that form to the hiring hall when obtaining his dispatch slip.
- E. The Union or its agent will furnish each such required competent workmen or skilled mechanic entered on their lists to the Employer by use of a written identification, and will furnish such workmen or skilled mechanics from the respective Local Unions listed in the following priority:
  - 1. Local workmen designated by name by the Employer whose names are entered on said list, provided they are available for employment.
  - 2. Workmen who within the preceding 5 years have performed work covered by this

Agreement in the geographic area of the Agreement, in response to any special request of the Contractor, provided such workmen are available for employment.

3. Workmen whose names are entered on said list and who are available for employment, in numerical order.

F. The Employer may at any time transfer employees on its payroll within the geographical jurisdiction of the Southwest Regional Council of Carpenters provided the Regional Council is notified prior to the transfer.

G. Workmen employed by an Employer pursuant to the terms of this Agreement, shall not be removed nor transferred by the Union unless prior approval of the Employer has been obtained.

H. Workmen employed but not properly dispatched by written referral for work covered by this Agreement shall be removed immediately at the request of the Union, in writing, to the Employer or his representative. ~~There being no exact method of determining in advance the precise damages involved in the Employer's failure to use the hiring hall, or the identity of the injured worker entitled to damage, the Employer shall contribute into the Union's health and welfare trust one day's pay at the journeyman's rate for each day or part of day worked by an employee so removed. A workman so removed shall be paid only for the hours worked.~~

I. Any individual who is reject by the individual Employer shall not be re-referred to the Employer when the Employer has notified the Union in writing not to refer said workman for re-employment. The Employer will be the sole judge of the qualifications of all his employees.

J. As soon as practicable prior to commencing a new project, the Employer will notify the Union of the location of the project.

## SECTION 25 CLASSIFICATIONS

A. Should the Employer or any subcontractors employ workmen to perform work in an occupation or upon equipment which is not covered by one of the classifications herein specified, the Employer and the representative of the Union shall within three (3) days after starting work assignment in the occupation or with the equipment involved agree upon a temporary classification and hourly wage rate which will be applicable and payable pending a determination by the Joint Conference Board which shall, at its next meeting, review and establish usage of the proper classification and hourly wage rate.

B. The establishment of certain classifications and wage rates does not mean that the Employer must employ workmen in any one or all classifications, or to man any particular piece of equipment or machinery that happens to be on the jobsite, unless, in the opinion of the Employer, there is need for such a workman: provided, an Employer must employ a workman when required by Section 28; and provided further that if an Employer, in determining the number of employees or the number of classifications of employees shall lessen the number of workmen or the number of classifications customarily used to perform any such operation, the Union may have the issue of such reduction in employees or in classifications determined by the grievance procedure provided in Section 29 of this Agreement.

C. The Employer agrees to recognize and observe craft jurisdiction in so far as possible and practicable. The Union agrees to permit the transfer from one Union's jurisdiction to any other signatory Union's jurisdiction in case of emergency where life or property are in imminent danger. When such transfer involves more than one Union, it shall not be necessary that workmen apply for membership in more than one Union. The Employer may transfer employees from one classification to any other classification within the same Union's jurisdiction at any time, provided the employee shall receive for the entire day the rate of pay of the highest classification in his craft in which he worked that day.

D. WELDING TEST: Where journeymen are required to take welding tests for certification, they shall, before starting tests, be placed on the payroll of the individual Employer, and shall be paid in accordance with the wage schedule contained in this Agreement. Welders shall be given certification papers on every job (which requires them) upon termination due to reduction in force or upon project completion.

## **SECTION 26 PARKING**

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and 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 Employer will provide a per diem payment of \$20 per day to all employees on the jobsite. There shall be no requirement to provide receipts or other paperwork, and the payment will not be taxed as income unless so required by State or Federal Law.

## **SECTION 27 INJURY**

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

F. An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided the employee can perform his work competently and safely.

G. A Contractor may offer modified or alternative work to employees that have been injured on the job and can no longer perform their usual and customary work. Such work opportunities will comply with the terms of California Labor Code. The Union will review and approve the modified or alternative work prior to it being offered to the injured employee.

## **SECTION 28 SUBCONTRACTORS**

The parties recognize the desire and need of employees who have been long time members of organized labor to toil alongside employees with similar principles and goals. They further recognize that such employees are persons who have undertaken economic action or have given moral and financial support to others who have taken such action, and thereby suffered financial deprivations for the common good, for those purpose of raising to the current level the standards of all employees in the construction industry. Additionally, the parties recognize that employees who have this common bond wish to be assured that jobsites upon which they are employed or will be employed are staffed with employees who have not acted in a manner to undermine the economic battle of wages, hours, and other conditions of employment.

In consideration of the foregoing, the following provisions shall be adhered to respecting Subcontractors. Subcontractor, for the purpose of this Agreement, is defined as any person, firm, corporation or other entity holding a valid state contractors license, when required by law, to perform work covered by this Agreement, and who employs workmen as employees to perform services covered by this Agreement, including the performance of labor and/or furnishing and/or installing material, or the operation of equipment. All employees of Subcontractors will perform work at the appropriate hourly rate and will be reported to such trust funds as required by an appropriate Collective Bargaining Agreement with the Union. Failure of a Subcontractor to obtain or maintain a valid state contractors license required by law shall not excuse compliance by the Employer or Subcontractor with the provisions hereof.

A. The Employer agrees that he or his Subcontractors will employ one or more employees who are represented by the Union, on each jobsite on which he or his Subcontractors perform

work of the type covered by this Agreement, at all times when such Subcontractor is engaged, and that neither the Employer nor any of his Subcontractors on the jobsite will subcontract any work covered by this Agreement, except to a person, firm, or corporation, party to a current labor agreement with the Union party to this Agreement.

B. In the event the Employer's Subcontractor does not pay the wages, benefits or Trust Fund contributions required by an appropriate Agreement with the Union, the Employer shall become liable for the payment of wages and benefits to the Subcontractor's employees and for the payment of Trust Fund contributions to the Trust Funds without regard to whether any specific employee enjoys the benefit of such contributions, whichever is applicable.

C. The Employer shall provide in his Contract with the Subcontractor the following provision:

"The Subcontractor accepts and agrees to be bound by the provisions of this Labor Agreement between the Contractor and the Union signatory hereto and specifically agrees to be bound by the procedures for settling jurisdictional disputes as set forth in the said Collective Bargaining Agreement in the same manner and to the same effect as provided with respect to it. The Subcontractor agrees that it will bind its Subcontractor to said procedures and Collective Bargaining Agreement in the same manner and to the same effect as provided with respect to it."

D. 1. It is mutually understood and agreed that there shall be no contracting with individual workers for any work to be performed by an individual worker in any classification under the jurisdiction of the Unions in contravention of any term or provision of this Agreement.

2. An Employer shall not permit subcontracting by subcontractors without his knowledge and permission in writing, and not without requiring compliance with this Agreement, in writing.

3. It is the intent of this Section and of this Agreement to comply with the provisions of the amended Labor Management Relations Act, and in particular, with the construction industry exemption contained in the first provision of Section 8(e) thereof. This Section shall be enforced only by such means and in such a manner as is provided or permitted by appropriate State or Federal Law.

4. In the event that enforcement of Paragraph A herein is restrained by an injunction by the United States District Court or otherwise, Employer agrees that he/it will not subcontract any jobsite work, except to a subcontractor whose labor costs on such job at all times during the term of his subcontract, are not less than those of Employer performing similar work to that covered by this Agreement, including, but no limited to, costs of subsistence, vacation, holiday,

medical, hospitalization, wages, premiums, dental, life insurance, and retirement benefits as provided by this Agreement. The Employer shall require each such subcontractor to weekly supply to Employer, who will then upon request, make available to the Union, a copy of the subcontractor's certified labor costs for such job, and shall require each such subcontractor to submit to an audit of those labor costs by a certified public accountant upon the request of the Union. Failure to comply with this provision shall entitle the Union to seek judicial review upon written notice to the Employer and the subcontractor to compel the suspension of such subcontractor's work until there has been compliance, together with the attorney's fees for the bring of such action.

## **SECTION 29 PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES**

A. All grievances or disputes shall be brought to the attention of the Employer or his representative within ten (10) working days of the known occurrence giving rise to the dispute, or it shall be waived. Should a grievance or dispute arise on the jobsite, it shall be processed in the following sequence, using the number of steps necessary to dispose thereof.

1. The Craft Steward or Union representative is to receive grievances or disputes from employee members of his craft, and shall immediately report them to the Employer or his representative.

2. The Union representative shall endeavor to settle the grievance or dispute with the Employer.

3. Failure to resolve the grievance or dispute by 1, or 2, above, shall cause the grievance or dispute to be referred to the Joint Conference Board for settlement within fifteen (15) days after conclusion of Step 3, or the grievance or dispute shall not be considered by the Joint Conference Board and the case will be considered closed.

4. The Conference Board shall not be required to make adjustments in wage claims, or unpaid classification premium or overtime payment retroactive beyond ninety (90) days, unless by unanimous vote of the Conference Board. Fringe benefits are excluded from decisions of the Joint Conference Board.

### **B. CONFERENCE BOARD**

1. There shall be a Conference Board of three (3) members, one representing the Union, one representing the Employer's signatory to this Engineering Agreement, and one neutral member, who shall be Chairman.

2. The purpose of the Joint Conference Board is to settle disputes or grievances referred to it and to interpret this Agreement. The Joint Conference Board is to be limited to these purposes, and shall hear cases and render decisions based solely upon interpretation of this Agreement.

3. The Conference Board Chairman shall be Lou Zigman and the alternate shall be Mark Burstein. In the event either of the identified individuals ceases to serve the parties shall promptly select a replacement. In the event the elected chairman is not available to hear a case that has been scheduled, or a vacancy occurs by resignation, disability or death, the alternate chairman will hear the case. The Conference Board chairman and members of the Conference Board shall serve for the term of the Agreement, or until replaced, if for a lesser time.

4. Conference Board members other than the Chairman shall be appointed by the Signatories in the following manner: The Union and the Employer shall appoint four (4) representative and two (2) alternate making a total of twelve (12) regular and alternate members to the grievance panel, only one (1) of which from the union panel and one (1) from the employer panel shall hear the case with the chairman.

5. The Joint Conference Board will convene upon request of the Employer acting for itself or upon the request of the Union using the following procedures:

a. If the request is initiated by the Union, upon written request to the Employer with copies to the Chairman.

b. If the request is initiated by an Employer, with a written request to the Union and the Chairman.

6. This meeting shall be scheduled by the Chairman not sooner than forty-eight (48) hours nor more than seven (7) days after receipt of said request for a Conference Board hearing, unless mutually agreed upon by the parties to the grievance.

7. A quorum requires that all Conference Board positions be filled. There shall be one (1) Union representative, one (1) Employer representative and the Chairman present. Each shall have one (1) vote.

8. The Conference Board shall meet on request or as it deems advisable to set up ground rules, study and interpret this Agreement, and to prepare forms and procedures for hearing and presentation of cases.

9. The Conference Board shall keep minutes and shall notify all parties of decision

rendered, in writing.

10. Any expenses incurred by the Joint Conference Board shall be paid equally by the Union and the involved Employer, regardless of the decision.

11. The elected Chairman shall be paid an amount to be determined by the parties for each case at which he officiates.

12. Voting on any grievance or dispute or any other proposition shall be done in executive session only and no record of the distribution of votes shall be kept or distributed.

a. The Joint Conference Board shall remain in session, exclusive or recess, until it has arrived at a decision.

13. The determinations of the Joint Conference Board are final and binding upon the parties. There shall be no appeal.

a. A simple majority vote is required to dispose of items on the agenda.

b. The Joint Conference Board shall have the right of discovery on specific cases subsequent for the hearing on that specific case.

c. This grievance procedure is limited to contractor's signatory hereto.

d. There shall be no attorneys, court reporters, or recording devices of any type at the Conference Board hearings.

### **SECTION 30 FOREMAN**

The Union recognizes that a craft foreman shall be an employee appointed by and under the supervision of the Employer or his representative. The Union further recognizes that craft foremen shall perform certain supervisory functions assigned by the Employer, and the Union will take no action that would impede or interfere with these duties provided they are not in conflict with the terms of this Agreement and/or Safety Laws of California.

(Foreman rate and working conditions: (see Craft Working Rules.)

### **SECTION 31 CARPENTERS GENERAL WORKING RULES**



- A. The following general working rules shall apply to all work coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.
- B. Carpenters shall not be required to provide any gasoline driven pneumatic or electrical tools, electrical cords or any other similar equipment other than carpenter's hand tools.
- C. Transportation Expenses: Carpenters required to transfer from any project to any other project of the Employer during working hours by their own transportation shall be reimbursed for expenses incurred.
- D. Employees shall travel to and from work on their own time and by means of their own transportation. The Employer shall not require, directly or indirectly, any employee covered by the terms of this Agreement to furnish a pickup or other conveyance to transport the Employer's tools, materials or equipment of any kind.
- E. There shall be a separate classification for certified welders who are performing work which requires a certified welder. The rate of pay under this paragraph shall be \$1.00 per hour above the Journeyman rate. Any employee improperly dispatched in accordance with the above will not receive show-up or subsistence pay.
- F. When requested by the Employer, welders in the Union's jurisdiction previously certified by the Employer will be sent to the job of the Employer requiring certified welders from among such available welders. Premium pay will not be paid for welding of light gauge metal framing or backing. Welders passing a test will be furnished a copy of test papers or letter of certification from the Employer or party requiring a test.
- G. Foreman: Means a working employee appointed by the Employer, giving orders to other employees. A foreman will receive \$3.00 per hour over the highest paid journeyman under this direct supervision and on the Employer's payroll. A foreman can supervise a crew on one jobsite only. The Foreman rate shall not be affected by premium pay unless the foreman is actually engaged in performing work requiring a premium rate.
- H. Overtime: Overtime may be worked at the beginning or end of a regular shift and the job steward will be present at all times if in the sole opinion of the Employer, the job steward is qualified to perform the work.

On overtime days, whenever employees work more than four (4) hours, they shall be paid only for actual hours worked at the overtime rate.

All overtime worked during the regular work week shall be computed in multiples of on-

half (1/2) hour minimum periods at the time of time and one-half rate.

All overtime worked during the regular work week shall be computed in multiples of one-half (1/2) hour minimum periods at the time of one-half rate.

I. TOOLS:

1. The Employers agree to furnish a substantial and weatherproof tool shed or box, equipped with lock, for the protection of Carpenter's tools, separate from storage of the Employer's tools and equipment. Carpenters shall not be required to provide any gasoline driven, pneumatic or electrical tools, cordless, battery powered, electrical cords or any similar equipment other than carpenter hand tools.

2. If all or part of the Carpenter's tools are lost by reasons of failure of the Employer to provide such a secure place, or by fire, flood or theft involving forcible entry, the Employer shall reimburse the employee a maximum of \$300.00 per individual, for the tools not covered by insurance. Such reimbursement shall be made within three (3) working days of the loss.

3. In order to obtain the benefit of this paragraph the employee must provide the Employer with an inventory of his tools at the time he commences work and an additional inventory every thirty (30) days.

4. This paragraph shall not apply where the work performed by the Carpenter requires only hammer, overalls or nail apron. This paragraph shall not apply to casual disappearance of tools.

5. Carpenters will be required to have their tools sharp and in working condition at the beginning of employment. Thereafter the tools shall be sharpened at the expense of, or on the Employer's time. If the Employer elects to have carpenter's saws and/or tools sharpened off the jobsite, he shall be responsible for the safe return of the tool or tools to the employee during working hours.

J. The parties recognize the applicability of Industrial Welfare Commission Wage Order 16 to work performed under this Agreement. Any alleged violation of Wage Order 16 shall constitute a grievance which shall be recognized under the grievance procedure of this Agreement. The grievance procedure detailed herein shall be the exclusive method for resolving all alleged violations of this Wage Order and the time limitations of the grievance procedure shall apply to the extent permitted by applicable local, state, or federal law. Nothing in this Agreement shall be construed to limit the relief that an arbitrator deems appropriate.

**SECTION 32  
WAGES AND FRINGE BENEFITS**

**JOURNEYMAN ENGINEERING CARPENTER**

Wages	\$47.24
Pension	5.66
<u>Annuity</u>	<u>2.00</u>
Health & Welfare	8.00
Apprenticeship	.67
Vacation \ Supplemental Dues	7.31
Cooperation Committee	.31
Industry Fund	.12

**JOURNEYMAN BRIDGE CARPENTER**

Wages	\$47. <del>74</del> <u>37</u>
Pension	5.66
<u>Annuity</u>	<u>2.00</u>
Health & Welfare	8.00
Apprenticeship	.67
Vacation \ Supplemental Dues	7.31
Cooperation Committee	.31
Industry Fund	.12

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

Negotiated Wage Increases for all classifications:

7/1/2023	\$3.25 to be allocated by the Union
7/1/2024	\$3.25 to be allocated by the Union.
7/1/2025	\$3.50 to be allocated by the Union.

Increases to be allocated by the Union.

Welders: A one dollar (\$1.00) per hour premium shall be paid when performing any welding work.

Layout: A three dollar (\$3.00) per hour premium shall be paid to the lead Carpenter of any layout crew when performing layout work.

Foreman Rate is \$3.00 over that of a Journeyman on Engineering work.

The minimum wage paid under the terms of this Agreement, and all Appendices, shall be

no lower than 30% more than the state minimum wage rate. Any rate specified under the terms of this Agreement which falls below that requirement shall be revised and replaced with a rate that is equal to 30% more than the state minimum wage rate.

**SECTION 33  
CARPENTER APPRENTICE**

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

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

C. Employers shall employ apprentices in the ratio established by the State of California or the Federal Government as the case may be for the job in question. Employers party to this Agreement shall employ apprentices who may have been laid off due to lack of work before employing new apprentices or trainees.

All apprentices, working with journeyman carpenters shall receive the same fringe benefit contributions as set forth in the wage scales contained in this Section 34.

Apprentices shall receive regular apprentice wages as fixed by the apprentice scale.

D. Persons 17 years of age or older desiring admittance into any Carpenters Apprenticeship must be sponsored by an Employer and must obtain a work permit from the Union.

E. Apprentice shall be paid not less than the following percentage of journeyman scale:

1st Period	45%
2nd Period	50%
3rd Period	60%
4th Period	65%
5th Period	70%
6th Period	75%
7th Period	80%

8th Period 90%

F. The term of apprentice shall consist of a minimum of 4800 work hours together with the completion of their related and supplemental instruction as per the approved Apprenticeship Standards , or such other or different requirements as determined by the Joint Apprenticeship and Training Committee.

G. Each apprentice or trainee shall work under the direct supervision of a competent journeyman, conforming to the laws and regulations affecting their health, welfare and safety, in accordance with the California Apprenticeship Council, California Administrative Code, Title 8, Chapter 1, Article 3, Section #210.

H. First through third period apprentices will receive health and welfare, apprenticeship and training, vacation/supplemental dues and cooperation committee only.

I. Fourth through eighth period apprentices will receive pension contributions in addition to benefits paid through third period apprentices.

J. Employers will pay into the Carpenters Apprentice and Training Fund the amounts specified in this Agreement for hours paid in all Carpenter classifications. A portion of this amount will be used for journeyman retraining.

K. Each Contractor or Subcontractor who employs three (3) or more journeymen covered by this Agreement may have a minimum of one (1) apprentice, thereafter he may employ one (1) additional apprentice for each three (3) additional journeymen employed under the terms of this Agreement. However, the ratio of apprentices shall be at least one apprentice for each five journeymen employed on a job or project.

#### **SECTION 34 MILLWRIGHT WORKING RULES**

A. FOREMAN:

1. Foreman: means a working employee appointed by the Employer, giving orders to other employees. A foreman will receive \$3.00 per hour over the highest paid journeyman under his direct supervision and on the Employer's payroll. The foreman rate shall not be affected by premium pay unless the foreman is actually engaged in performing work requiring a premium rate.

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

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

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

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

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

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

**B. MILLWRIGHT WELDER:**

1. There shall be a separate classification for certified welders who are performing work which requires a certified welder. The rate of pay under this paragraph shall be \$1.00 per hour above the journeyman rate.

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

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

C. Overtime work shall be performed using men from the same crew which performed that same work during the preceding regular shift wherever possible. If overtime is worked and the employee has not had a four hour break before the start of his regular shift, that shift shall be paid at the appropriate overtime rate. At the option of the Employer, employees who have worked 24 consecutive hours may be sent home.

D. Millwrights shall be allowed fifteen (15) minutes or more as required each day before the end of the shift to gather all tools belonging to the Employer and the Millwright, to properly secure everything at the working area, and the prepare to leave the job.

E. As a safety factor, no Millwright shall be required to work alone while making repairs or adjustments on any machinery and/or equipment that is in operation or capable of being operated.

F. When maintenance or renovation comes into existence, or work defined as such, wages will then become negotiable if both parties agree.

G. The Employer shall provide weatherproof quarters for tools, clothing and a suitable area for eating lunches. This facility shall be constructed to provide normal security.

1. The Employer agrees to furnish a substantial and weatherproof metal tool storage facility either commercial produced, such as KNAACK type, or one of comparable dimension and construction, adequately hasped and locked, which is mutually agreed upon by the Employer and the Union for the storage and protection of the Millwrights' tools and equipment. If all or part of the Millwright' tools and equipment are lost by reason of the failure of the Employer to provide such a secure place or by fire, flood or theft involving forcible entry, the Employer shall reimburse the employee to a maximum of two thousand dollars (\$2,000.00) per individual for tools not covered by the employee's insurance. Such reimbursement shall be made within three (3) working days of a written request by the employee. To obtain the benefits of this Section, the employee must provide the individual Employer with a tool inventory at the time he/she commences work unless the Employer designates otherwise. The Employer shall have inventory sheets available for the employee if he/she should require one prior to going to work. The inventory list will be completed prior to commencing work.

2. The employee shall be compensated for tools specifically modified by the Employer; however, any such modified tool shall become the property of the Employer.

3. Millwrights will be required to have their tools sharp and in working condition at the beginning of employment. Thereafter the tools shall be sharpened at the expense of, or on the Employer's time. If the Employer elects to have Millwrights' saws and/or tools sharpened off the jobsite, he shall be responsible for the safe return of the tool or tools to the employee during working hours.

H. The Employer agrees to a pre-job conference prior to beginning work in the Millwright classification upon request of the Business Agent for Millwright Local 1607.

I. The Employer shall furnish socket wrenches in sizes more than one and one-quarter (1-1/4") inch and more than one-half(1/2") drive, all torque wrenches and dial indicators.

J. When stand-by or running-in time is required on machinery installed or repaired by

Millwrights, the Millwrights shall have the standby or running-in on such machinery until it is completed, accepted, or turned off pending acceptance for production use.

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

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

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

FOR CLARIFICATION:

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

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

FOR CLARIFICATION:

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

4. Millwrights shall perform the installation of all piping pertaining to cooling or lubrication located directly on any machine that is prefabricated at the factory. All copper or



plastic tubing or similar material will be installed by Millwrights whether prefabricated or not, as wells as lubricators of any kind.

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

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

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

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

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

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

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

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

#### FOR CLARIFICATION:

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

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

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

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

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

FOR CLARIFICATION:

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

L. WAGES AND FRINGE BENEFITS

**Journeyman Millwright**

<u>Wages</u>	<u>\$47.74</u>
<u>Pension</u>	<u>5.66</u>
<u>Annuity</u>	<u>2.00</u>
<u>Health &amp; Welfare</u>	<u>8.00</u>
<u>Apprenticeship</u>	<u>.67</u>
<u>Vacation \ Supplemental Dues</u>	<u>7.31</u>
<u>Cooperation Committee</u>	<u>.31</u>
<u>Industry Fund</u>	<u>.12</u>

[Wage Scales to be Updated and Inserted based on Negotiated Increases]

Millwrights pay an additional \$0.20 for Labor Management Committee and Drug Testing, added to Apprenticeship.

Millwrights shall receive the same increases as journeyman carpenters.

**Millwright Apprentices**

Millwright apprentices covered by the terms of this Agreement shall be paid the following percentages of the appropriate Journeyman Millwright's hourly wage rate:

1st Period	50%
2nd Period	55%
3rd Period	60%
4th Period	65%
5th Period	70%
6th Period	75%
7th Period	80%
8th Period	85%
9 <sup>th</sup> Period	90%
10 <sup>th</sup> Period	95%

The Apprenticeship Committee will place all apprentices in the period it deems appropriate with existing apprentices although regardless of placement no apprentice will receive a reduction in wages as a result of the change in the program.

M. Hiring Procedure: An open and non-discriminatory list shall be established and maintained for the employment of employees in the Millwright classifications at the office of Millwrights Local 1607, 3250 East Shelby St. Ontario 91764 Employees shall be dispatched in accordance with Section 24 of this Agreement, except that dispatch and hiring shall be in accordance with the rules governing the Millwrights Local 1607 hiring hall.

N. SHIFT DIFFERENTIAL

When two shifts are worked, employees on the 2<sup>nd</sup> shift shall work eight (8) consecutive hours, exclusive of a meal period, for which eight (8) hours shall be paid at the straight time rate plus a premium of one dollar (\$1.00) per hour worked. The 3<sup>rd</sup> shift premium shall be in accordance with the provisions of the Master Labor Agreement.

O. LETTERS OF ASSIGNMENT

Upon written request by the Union, the Employer shall provide the Union with a Letter of Assignment on work traditionally and historically performed by Millwrights.

P. DRUG TESTING

The parties agree to form a joint committee to establish a Drug Testing Program.

The Employers are willing to commit to initial funding of such program by an amount

not to exceed \$0.20 per hour worked. If necessary, additional funding may come from Employer and/or Employee contributions as mutually agreeable. The funds expended will be used for creating and maintaining such Drug Program and the expense of millwright employees completing the Refinery Safety Orientation Program. The initiation and effective dates of this Program will be set by mutual agreement.

Q.     **SUBSISTENCE**

Millwrights working in San Diego County will receive subsistence payments of eighty dollars (\$80.00) per day except as provided below. On jobs located within fifty (50) road miles from the City Hall of San Diego to the center of the construction jobsite and/or sites on the project or fifty (50) road miles from the employees principal place of residence, over the most direct traveled route, a free zone is hereby established wherein no travel expense, transportation expense or subsistence shall be required. No Employee will receive subsistence or travel time if the employees principal place of residence is within fifty (50) road miles of the project regardless of whether the employees principal place of residence is in or out of the free zone. Additionally, no subsistence will be paid to an employee if the project or jobsite is in the free zone regardless of the distance the employee must travel to the project or jobsite.

**SECTION 35**  
**WORKING RULES FOR PILEDRIVERS AND DIVERS ON CONSTRUCTION**

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

A.     Hiring Procedure: An open and non-discriminatory list shall be established and maintained for the employment of employees in the Piledriver classifications at the office of Pile Drivers Local 2375, 728 North Lagoon, Wilmington, Ca. 90744-5499, California. Employees shall be dispatched in accordance with Section 24 of this Agreement, except that dispatch and hiring shall be in accordance with the rules governing the Piledrivers Local 2375 hiring hall (see Appendix A).

B.     Employees dispatched from 8595 Miralani Drive, San Diego, California or 728 North Lagoon, Wilmington, Ca. 90744-5499, shall receive \$.20 per mile for one round-trip to projects located beyond thirty-five (35) road miles from 8595 Miralani Drive, Suite A, San Diego, California, except the return trip need not be paid if the employee quits or is discharged for cause excluding completion of this job. If the Employer furnished transportation and the employee elects to utilize that transportation, no travel expense shall be required.

C. The Employers agree to pay travel time in excess of fifteen (15) minutes travel time each way from the point of embarkation to the jobsite. Time paid for travel time is to be paid at straight time rates on any day of the week and is NOT to be considered for overtime computation. Travel time shall be paid for more than fifteen (15) minutes and less than thirty (30) minutes at the rate of one-half (½) hour's pay at the regular rate. Travel time requiring more than thirty (30) minutes and less than one (1) hour shall be paid at the rate of one (1) hour's pay at the regular rate, and one-half (½) hour's pay shall be paid for each portion of thirty (30) minute intervals thereafter.

D. There shall be a separate classification for certified welders who are performing work which requires a certified welder. The rate of pay under this paragraph shall be \$1.00 per hour above the journeyman rate.

E. Foreman: Foreman, means a working employee appointed by the Employer, giving orders to other employees. A foreman will receive \$3.00 per hour over the highest paid journeyman under his direct supervision and on the Employer's payroll. A foreman can supervise a crew on one jobsite only.

F. Piledriver handling creosote shall receive \$.50 above the journeyman rate.

G. Tools:

1. The EMPLOYERS agree to furnish a substantial and weatherproof shed or box, equipped with lock, for the protection of Piledriver's tools, separate from storage of the Employer's tools and equipment.

If all or part of the Piledriver's tools are lost by reason of the failure of the Employer to provide such a secure place, or by fire, flood or theft involving forcible entry, the Employer shall reimburse the employee to a maximum of \$300.00 per individual, for tools not covered by insurance. Such reimbursement shall be made within three (3) working days of the loss.

In order to obtain the benefit of this paragraph the Employee must provide the Employer with an inventory of his tools at the time he commences work and an additional inventory every thirty (30) days.

This paragraph shall not apply where to work performed by the Piledriver requires only hammer, overalls and nail apron. This paragraph shall not apply to casual disappearance of tools.

2. Piledrivers will be required to have their tools sharp and in working condition at the beginning of employment. Thereafter, the tools shall be sharpened at the expense of, or on

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

H. Crew Sizes: The following crew sizes shall be custom and practice and be recognized as proper for all normal operations:

1. Lagging hammer, swinging from line of power equipment of any kind...two (2) men, one of whom shall be paid foreman's rate.

2. Three (3) men and one (1) foreman for the following operations: Using swinging or stable leads from the derrick crane, A-frame, on land, scowl or barge, crawler crane, or any similar equipment for driving, pulling or jetting of rails, sheet pile, "H" beams, or substitute therefore.

3. Drivers of wicks...one (1) man and operator of equipment.

4. A foreman and one (1) pile driverman will be allowed with drilling rig when the drilling rig crew is pouring concrete piles, setting steel for piles, and setting soldier "H" beams.

5. Derrick barges...two (2) men and one (1) foreman; when working with other trades...one (1) man and one (1) foreman.

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

I. Tide Work Schedule: Refer to Section 20, Paragraph G.

J. Special Work Rules for Divers on Construction are in addition to all the provisions of the San Diego AGC Master Engineering Agreement and Pile Drivers Appendix 'A'. The working rules for divers on construction are identified in Appendix G. Pile Drivers working as Divers on construction will perform inspection, maintenance, construction and renovation for/on project sites.

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

2. Pay scale for divers on construction is referenced in Appendix G, Article III.
3. Safety and Health working rules are contained in Appendix G, Article IV.
4. Additional conditions of employment for diving on construction are referenced in Appendix G, Articles V, VI, VII, VIII, IX and X.

**CLARIFICATION OF CARPENTERS - PILEDRIVERS WORK:**

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

**WAGES AND FRINGE BENEFITS**

**Journeyman Piledriver**

<u>Wages</u>	<u>\$47.37</u>
<u>Pension</u>	<u>5.66</u>
<u>Annuity</u>	<u>2.00</u>
<u>Health &amp; Welfare</u>	<u>8.00</u>
<u>Apprenticeship</u>	<u>.67</u>
<u>Vacation \ Supplemental Dues</u>	<u>7.31</u>
<u>Cooperation Committee</u>	<u>.31</u>
<u>Industry Fund</u>	<u>.12</u>

[Wage Scales to be Updated and Inserted based on Negotiated Increases]

**SECTION 36  
TRUST FUNDS**

A. Effective July 1, 2016, the Employer agrees to comply with all the terms as set forth in the Agreements establishing: (1) The Southwest Carpenters Health and Welfare Trust, dated February 8, 1955; (2) The Southwest Carpenters Pension Trust, dated September 14, 1959; (3) The Southwest Carpenters Training Fund , dated May 1, 1960; (4) The Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust, (5) The Construction Industry Cooperation Committee dated October 1, 1986, (6) the San Diego Construction Advancement Fund (SDCAF), and (7) effective July 1, 2020, The Southwest Carpenters Annuity Fund (formerly the Southern Nevada Carpenters Annuity Fund), established July 1, 1989 and any amendments, modifications, extensions, supplementations and renewals of such Agreements and the Trust Agreements and any agreements establishing other benefits or plans negotiated by the Union and the Contractor Association signatory to the Carpenters Master Labor Agreement for San Diego

County.

B. Effective July 1, 2016 the Employer agrees to pay to the Southwest Carpenters Health and Welfare Trust, the Southwest Carpenters Pension Trust, the Southwest Carpenters Training Fund , the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust, the Construction Industry Cooperation Committee, the San Diego Construction Advancement Fund (SDCAF), and the Southwest Carpenters Annuity Fund the sums in the amounts and manner provided for in this Agreement and further agrees to be bound by the Trust Agreements, By-Laws and Rules and Procedure adopted by the Trustees and Directors of the Trust funds and Committee referred to herein, and all amendments, modifications, extensions and renewals thereto.

The Employer agrees that he does irrevocably designate and appoint the Employers mentioned in the Trust Agreement establishing the Southwest Carpenters Health and Welfare Trust for Southern California, the Southwest Carpenters Pension Trust, the Southwest Carpenters Training Fund , the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust, the Construction Industry Cooperation Committee, the San Diego Construction Advancement Fund (SDCAF), and the Southwest Carpenters Annuity Fund, along with representatives designated by the Residential Contractors Association and representatives of the United General Contractors, Inc., as his attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Master Labor Agreement and Trust Agreements and By-Laws.

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

Employer contributions for a foreman, trainee or apprentice covered by this Agreement shall be based on the hourly rate in effect for journeyman.

C. Each individual Contractor found to be delinquent in contributions for benefits may be required to pay all legal fees, court costs, and auditing costs in connection with such delinquency. Liquidated damages in the amount of twenty-five dollars (\$25.00) or ten percent (10%) of the amount due, whichever is greater, may also be assessed.

D. For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Fund as determined by the Trustees, shall consist of the following.

1. Failure to submit online trust report forms.
2. Failure to report on all employees.



3. Failure to make the payments as required on time.
4. Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.
5. Failure of bank to honor checks, or electronic fund transfer (EFT) payments, submitted.

E. In the event that the collection of employer benefit contributions are not sufficient to cover all delinquent obligations required by this Agreement, sums collected shall be distributed in the following order of priority.

1. Southwest Carpenters Vacation, Sick Leave, and Paid Time Off Trust.
2. Southwest Carpenters Annuity Trust.
3. Supplemental Dues.
4. Southwest Carpenters Health and Welfare Trust.
5. Southwest Carpenters Pension Trust.

6. The following funds on a pro-rata basis: Southwest Carpenters Training Fund, Carpenters-Contractors Cooperation Committee, Contract Administration Trust for Carpenter-Management Relations, Independent Contractors Grievance and Arbitration Trust Fund, and any applicable Industry Advancement Funds.

7. Any other funds mutually agreed to by the parties.

F. Effective July 1, 2022 all new contractors that become signatory to, or bound by, this Agreement may be required by the Union to furnish a Fringe Benefit Payment Bond, letter of credit or similar security in such form as may be approved by the Board of Trustees of the various trust funds as follows:

Number of Employees	Face Amount
1-12	\$100,000
13-50	\$250,000
51 or more	\$500,000

1. If a contractor is deemed to have been in good standing, and signatory to this Agreement, for the proceeding period of thirty-six (36) months by the Trust Fund, no bond will be required.

2. The Union reserves the right to demand a bond, or to update the bond amount due to failure by a contractor to cure a delinquency within sixty (60) days of notice to the contractor. A good faith dispute over an audit amount shall not be the basis for requirement of a bond.

3. Said Bonds (or other suitable security) shall be in favor of the currently designated Administrator (or whomsoever the Board of Trustees shall designate) of all the aforesaid Fringe Benefit Trust Funds referred to in this Agreement. In the event a Contractor fails to furnish a Fringe Benefit Payment Bond (or other suitable security) within ten (10) days after requested, in accordance with the above procedure, the Union shall be relieved of all obligations under this Agreement insofar as concerns such Contractor and shall have immediate cause to terminate its agreement with such Contractor. The Carpenters Trust Fund shall be directed to use reasonable efforts to collect delinquencies from bonds in addition to other sources of payment.

4. In the event that the Trust collects money from a General Contractor under Section 105 of this Agreement, for the past due contributions of a subcontractor, the Administrator shall continue to make reasonable efforts to collect on any bond, or other security, held under Section 110 and based upon the outcome of collection efforts against such bond, or other security, an appropriate portion of the amount collected from a General Contractor shall be returned, at the discretion of the Trustees.

5. The Union shall have the authority to waive Section 110, through the work preservation process, in cases where a contractor is able to demonstrate a positive financial history, adequate reserves, or in cases where subcontractor coverage is deemed insufficient by the Union.

G. Vacation, Sick Leave and Paid Time Off Plan:

The parties have established a Vacation, Sick Leave and Paid Time Off Trust (Vacation Trust). Each Contractor shall make payments in the amounts designated above to the Southwest Carpenters Vacation Trust.

The contribution so made shall be deemed to be, and shall be treated as, subject to withholding tax and Social Security and Unemployment taxes, a part of the total compensation payable at the end of the individual Employer's payroll period during which such work is performed or paid for, but the full per-hour payments shall be transmitted to the Plan. Such

payments shall not be part of the hourly wage rates contained in this Agreement for the purpose of computing overtime or reporting time for any other purpose of this Agreement or part of the "regular rate" or "basic hourly rate" for the purpose of the Federal Fair Labor Standards Act to the Walsh-Healy Act or any other law, ordinance or regulation, except that if, consistent with the foregoing, such payments can be considered and treated as part of the wage prevailing in the area for the purpose of the Federal

Davis-Bacon Act and similar federal, state or local laws, ordinances or regulations, they shall be so considered and treated.

Subject to the following conditions, the Contractor agrees that he shall if he is furnished with his employee's written authorization to do so, deduct the sum of two dollars and thirty-one cents (\$2.31) per hour or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid pursuant to Paragraph C of this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing July 1, 2022, as Special Supplemental Dues. In implementing the foregoing the Carpenters of Southwest Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies. The money will be transferred by the Agent to either the Union or vacation within six (6) months of receipt.

Said Supplemental Dues shall be transmitted to said Agent concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust (Vacation Trust).

All sums deducted by the Employers pursuant to the provision of this Article shall, from the instance of their deduction be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Section shall, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization shall have been furnished, and shall be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the Agent shall separate the funds transmitted into dues and vacation-holiday contributions, respectively, based on whether or not a proper dues deduction authorization shall have been filed. The Agent shall distribute any funds into dues based on the authorization of the member within six (6) months of receipt. The Agent shall then deposit such sums in the account of either the Agent or the Vacation Trust. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues

payment shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in the Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the executions and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/or the Agent not more twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, shall have revoked such authorization.

The parties hereto agree to the fullest extent permitted, the Master Agreement shall operate to waive any and all provisions of the Healthy Workplace Family Act of 2014, effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Master Agreement.

H. Effective July 1, 2022, the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust, at the discretion of its Trustees, is authorized to create a system whereby members, having at least twelve (12) months of contribution history, in addition to regularly scheduled payouts, may withdraw amounts, subject to qualifications, requirements and limitations as established by the Trustees, from the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust up to twice per year.

I. The Employer agrees that any contributions owed to the Vacation, Sick Leave and Paid Time Off Trust pursuant to the terms of this Agreement are part of the employees' taxable fringe benefits. The employer shall be solely responsible for payment of all payroll taxes, including FICA, FUTA, income tax withholding, and any other tax liabilities, owed on the contributions to the Vacation, Sick Leave and Paid Time Off Trust. The Employer agrees that the Vacation, Sick Leave and Paid Time Off Trust is acting solely as the Employer's agent for purposes of collecting contributions and payment of vacation benefits and that the Vacation, Sick Leave and Paid Time Off Trust shall have no liability for payroll taxes due on the contributions payable to the Vacation, Sick Leave and Paid Time Off Trust or the vacation benefits payable from the Vacation, Sick Leave and Paid Time Off Trust.

Where an Employer fails to pay contributions as required by this Agreement and the Vacation, Sick Leave and Paid Time Off Trust pays Vacation benefits with respect to those unfunded vacation contributions, the Vacation, Sick Leave and Paid Time Off Trust shall issue IRS Form 1099 and, if relevant, the equivalent state tax form to the Employer for the value of any unpaid Employer contributions and any vacation benefits that are paid out of the Vacation, Sick Leave and Paid Time Off Trust's reserve assets. The Employer agrees to reimburse the Vacation, Sick Leave and Paid Time Off Trust for any liability for any payroll taxes that may be required to be paid to any federal or state taxing agency.

**SECTION 37**  
**SAN DIEGO CONSTRUCTION ADVANCEMENT FUND**

The parties to this Agreement recognize that to protect and expand the interests of the Construction industry, to be aware of modes and methods of improving the efficiency of the industry and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of Contractors, the individual employer will contribute the sum of twelve cents (\$0.12) per hour for all hours worked or paid for by all employees employed under the terms of this Agreement to the SAN DIEGO CONSTRUCTION ADVANCEMENT FUND-~~2003~~, an employer established and administered Trust formed and created for this purpose, and the individual employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the SAN DIEGO CONSTRUCTION ADVANCEMENT FUND-~~2003~~, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.

**SECTION 38**  
**PREVAILING WAGE**

Except as provided above for jobs advertised prior to July 1, 2016, in the event an individual Employer bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined and/or prevailing wage rate, and such predetermination does not allow for an escalation of wages, the Employer signatory hereto shall be permitted to use such predetermined and/or prevailing wage rate, excluding benefit contributions, for the duration of the job provided the following conditions are met:

- A. The Employer is to register the job by submitting a project report to the Regional Council and the Association, no later than fifteen (15) days prior to bid dated. There shall be a pre-bid job meeting after the submittal of the project report for review of the project. A standard report form will be available from the Building Trades Council, and the Association to which the contractor belongs.
- B. The level of benefit contributions shall be maintained at the contract rate at the time of bidding and any increases in benefit contributions which may occur during the course of the project will be implemented.
- C. It is the intent to extend the provisions of this Section to all signatory contractors, whether they are signatory to this Agreement, a short form or any other recognized agreement

with any party signatory herein who may be bidding the same project.

D. The contractor agrees to assist the Union in the filing and maintenance of correct prevailing wages with Secretary of the U.S. Department of Labor and the Director of the California Division of Industrial Relations. The contractor further agrees to report any inconsistencies with the prevailing wage rules, laws or regulations that they may be aware of or privy to on those projects which they are bidding.

DATE SIGNED: \_\_\_\_\_

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

**EDDIE SPRECCO , ~~EXECUTIVE DIRECTOR~~CEO**

**SOUTHWEST REGIONAL COUNCIL OF CARPENTERS**

**PETE RODRIGUEZ, EXECUTIVE SECRETARY-TREASURER**

**APPENDIX A**  
**SPECIAL WORKING RULES FOR PILE DRIVERS**

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

(a) In addition to the work identified in Article I, the Pile Drivers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Local Union No. 562; mechanical fork lifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing.

2. HIRING:

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

(i) Local 562, as agent for the Regional Council shall establish and maintain open and non-discriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement.

(ii) The Contractors shall first call upon Local 562 for such men performing work as defined in paragraph 2 (a) above as they may from time to time need, and Local 562 shall furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractors strictly in accordance with the provisions of this Article.

(iii) It shall be the responsibility of the Contractors, when ordering men, to give Local 562 all of the pertinent information regarding the workman's employment.

(iv) Local 562 dispatch in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists in numerical order to the Contractor by the use of a written referral in the following order of preference and the selection of workmen for referral to jobs shall be on a non-discriminatory basis. All referrals from Local 562 must be in writing, on a standard form to be provided by the Southwest Regional Council of Carpenters. The written referral will contain the name of the Contractor, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates.

(A) Workmen specifically requested by name and whose names are

entered on the out of work list.

(B) Workmen who, within the five (5) years immediately before the Contractors order for men, have performed work covered by this Agreement in the geographic area of the Agreement, as defined in Article I, Paragraph 102 of this Agreement, in response to any special request of the Contractor, provided such workmen are available for employment.

(C) Workmen whose names are entered on said list and who are available for employment, in numerical order.

(D) Workmen who are residents of the Twelve Southern California Counties and whose names appear on the Hiring Hall lists will be free to solicit work from any signatory Contractor.

(E) With respect to the operation of the Hiring Hall described herein and in Article 204 of the current Master Labor Agreement, any Workman registered on any Carpenters Hiring Hall employment list shall have his name stricken therefrom in the event he performs work within the recognized craft jurisdiction of the Union for any Employer or as an Employer (in either case without regard to whether the Employer is bound to this Agreement or the Master Labor Agreement) in the area covered by the Master Labor Agreement other than pursuant to a proper Work Referral.

(b) When ordering workmen of the skills required, the Contractor will give notice to the Regional Council not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17-1/2) hours before the required reporting time, and in the event that forty-eight (48) hours after such notice the Regional Council shall not furnish such employees, the Contractor may procure employees from any other source. If men are so employed, the Contractor shall immediately report each such employee by name to the appropriate Regional Council having work and area jurisdiction.

(i) No employee or applicant for employment will be required as a condition of employment or continued employment to take any test or sign a waiver of lien.

(c) Employees employed by one (1) or more of the Contractors for a period of eight (8) days continuously or accumulatively shall be or become after the eight (8) day period, or eight (8) days after the effective date of this Agreement, whichever is later, members of the Union and shall remain members of the Union as a condition of continued employment. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to the Union.

(ii) The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employees nonpayment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith



(d) Subject to the foregoing, Contractors shall have complete freedom of selectivity in hiring and Contractors retain the right to reject any job applicant referred by the Union for any reason. The individual Contractor is the judge as to the competence of all his employees and applicants for employment. All employees must perform their work to the satisfaction of the Contractor. No employee shall be discharged or discriminated against for activities in behalf of, or in representation of the Union not interfering with the proper performance of his duties. Any discharge may be subject to the provisions of Section 29 of this Agreement, if applicable. The first five (5) days of employment of any employee shall be a probationary period during which time any terminations will not be challenged, excluding union activities.

(i) The individual Contractor may discharge any employee, and upon request of the Business Representative the Contractor shall specify in writing to the carpenter the reason for discharge. Disputes shall be subject to the provisions of Section 29 of this Agreement, if applicable. The arbitrator (or arbitration board) 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 he (or it) deems appropriate.

(e) The Contractor may transfer employees who are on the Contractors payroll at the time transfer is made within the area of the Southwest Regional Council of Carpenters without limitation. The Contractor shall give notice to the Regional Council where work is to be performed on a transfer as to the name of the Contractor, the employees transferred and the address of the jobsite. All employees being transferred shall procure a work referral from the Regional Council. Additional employees shall be employed in accordance with the provisions of this Article 2, paragraph iv.

### **3. SUBSISTENCE:**

(a) On jobs located within ninety (90) road miles from the Local Union at Wilmington, California or Call Board, to the center of the construction jobsite and/or sites on the project or ninety (90) road miles from the employees principal place of residence, over the most direct traveled route, a free zone is hereby established wherein no travel expense, transportation expense or subsistence shall be required. No Employee will receive subsistence or travel time if the employees principal place of residence is within ninety (90) road miles of the project regardless of whether the employees principal place of residence is in or out of the free zone. Additionally, no subsistence will be paid to an employee if the project or jobsite is in the free zone regardless of the distance the employee must travel to the project or jobsite.

4. On jobs located ninety (90) or more road miles from the Local Union or Call Board to the center of the construction jobsite and/or sites on the project, over the most directly traveled route, Employees shall be compensated on the following basis:

(a) Eighty-five (\$80.00) per workday as a subsistence allowance, except where there are work stoppages by an Act of God or conditions beyond the control of the Contractor.

(b) In the event Employees provide their own transportation, they shall receive twenty-five

(25) cents per mile for transportation expense between the Local Union office or Call Board and the center of the construction jobsite and/or sites on the project, at the beginning and conclusion of their employment. The return transportation expense will not be payable if the Employee quits his job before work is completed or before thirty (30) calendar days, whichever is sooner or if he is discharged for cause. Notwithstanding any of the above conditions no employee shall receive subsistence or travel allowance for jobsites located in the free zone.

5. In cases of dispute in measuring road miles from the Local Hall or Call Board of Local Union 2375, the facilities of the Automobile Club of Southern California shall be used as the determining factor.

6. The following named islands are hereby established as suitable meal and lodging zones: Richardson Rock, Santa Cruz Island, Santa Rosa Island, San Miguel Island, Arch Rock, San Clemente Island, Anacapa Island, (Channel Islands Monument), San Nicholas Island, Santa Barbara Island, Santa Catalina Island.

7. The Contractor is not obligated to pay the subsistence allowance provided herein if the Local Union is unable to furnish qualified and competent Employees from its hiring list of Journeymen for work in the subsistence area. The Contractor shall abide by Article II in his hiring procedure.

8. In lieu of subsistence, the Contractor may provide and maintain acceptable meal and lodging on or immediately adjacent to the project, seven (7) days per week in compliance with California State Laws.

#### **9. PRE-JOB CONFERENCE:**

When jobs are scheduled for a completion date of more than 365 calendar days a pre-bid conference will be held to discuss proper subsistence arrangements.

#### **10. TRAVEL TIME:**

The Contractor agrees to pay travel time involved from the point of mandatory embarkation to the site of all construction projects. Time paid for travel time is to be paid at the straight-time rates on any day of the week and is not to be counted for overtime computation. If an employee is directed to operate a vehicle for the direct purpose of transporting company equipment and/or employees to or from a jobsite the limitations on overtime computation do not apply. If an employee is directed to perform work while travelling the employee shall be paid at the appropriate work rate.

#### **11. CERTIFICATION TEST:**

Any special certification test of a qualified Pile Driver Welder, taken for the convenience of the Contractor, shall be paid by the Contractor. Before a qualified Pile Driver Welder commences the welding test, he shall be placed on the payroll of the Contractor. A qualified Pile Driver Welder is one who has passed a qualification test, acceptable to the Contractors, given by a recognized testing laboratory within the area covered by this Agreement. The individual

Employer shall furnish the Pile Driver Welder with a copy of the certification papers if he remains on the job to its completion or for thirty (30) days, whichever comes first.

**12. CREW SIZE:**

When pile driving men are engaged in recognized pile driving work the majority of the shift time (including the pulling of piling), the following minimum number of men shall compromise the crew.

(a) The following crew sizes are recognized under normal operation as stated in this paragraph; however, Contractors may, by mutual agreement with the Pile Drivers Union, modify the crew sizes.

Pile Driver, Water Rig, Swinging or Stable Leads from Derrick Crane or A-Frame on Scow or Barge. ... 3 men and 1 foreman

Pile Driver (Crawler or Crane)  
Swinging or Stable Leads. ....3 men and 1 foreman

Driving Wicks..... 1 (one) man

Vibratory Hammer for  
Driving Pile..... 3 men and 1 foreman

Lagging Hammer, (pneumatic)  
Swinging from Line of Power Equipment  
of any kind. ....2 (two) men\*

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

Floating Rig, placing A-rock. .... 2 (two) men\*

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

\* One of whom shall be paid foreman's rate.

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

**13. WORK RULES:**

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

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

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

16. When pile driver men are working in the business of erecting, constructing, installing and dismantling offshore drilling platforms in all West Coast Coastal waters within the geographical area of Local Union 562, and the pile driver men are performing identical duties or work with Ironworkers on the same jobsite the better conditions, wages, travel expenses and subsistence shall apply.

#### **17. WORK ASSIGNMENTS:**

Pile Driver Employers shall furnish the Local 562 with signed letters on the letterhead of the individual Employer, when requested, stating they have employed pile driver men on a specific type of work and paid the negotiated scale of wages on any jobs which the individual Employer has performed with pile driver men. The foregoing refers to work outside Carpenter classifications.

#### **18. CREOSOTE:**

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

#### **19. CERTIFIED WELDER:**

When a Contractor requests a certified welder, he agrees to pay one dollar (\$1.00) per hour premium above the pile drivers base or overtime rate. The Union agrees to note on the employees dispatch slip such request. This premium shall be paid on a half-day or full-day basis. When the Contractor no longer requires a certified welder, but has additional welding work available, he will afford his certified welder or welders the opportunity to continue employment at the pile driver Journeyman rate before he calls the hall for replacements. This paragraph is not intended to provide for a certified welder to replace a currently employed non-certified welder.

#### **20. OVERTIME RATES:**

All overtime Monday through Friday shall be at the rate of one and one-half (1½) the regular straight time hourly rate for the first four hours of overtime worked and shall be paid at double the straight time hourly rate after twelve hours of work. Saturday, unless it is a makeup day,

shall be at the rate of one and one-half (1½) times the straight time rate for the first eight (8) hours of work and double (2) the straight time hourly rate after eight hours of work. All hours worked on Sundays and Holidays shall be paid at double the straight time hourly rate. (See Tide Work Schedule for Tide Work.)

#### CLARIFICATION OF CARPENTER PILE DRIVER WORK

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

#### **CLARIFICATION OF CARPENTER PILE DRIVER WORK**

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

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

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

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

- (1) An interpretation of what constitutes the girder capping the piles.
- (2) What classification of our membership shall apply in the placing and erection of false work.

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

- (1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.
- (2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.
- (3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.

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

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

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

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

Signed M. A. Hutcheson  
*General President*

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

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

(a) For example, two (2) parallel concrete highway structures were constructed under a single contract over U.S. Highway 101, the railroad tracks of the Northwestern Pacific Railroad and Petaluma Creek. The overall length of the structures was approximately 900 feet. The structures were erected in three (3) 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 cofferdam and piers at the north bank of the creek. The third section, which was approximately 115 feet long, consisted of 16 precast, 75 ton concrete girders extending over Petaluma Creek which were put in place by a

floating derrick.

Would you have intended that the 115 feet section spanning the creek, which constitutes less than 1/8th of the entire structure, would make the entire structure a bridge over water?

Or would the term bridge over water be limited to the section which actually spanned the creek?

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

**Q. 2:** (b) For another example, a concrete structure was constructed across the Salinas River. During the dry season, covering the entire construction period, the river bed was crossed by a road which carried heavy truck traffic. Would you intend this structure to be a bridge over water?

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

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

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

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

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

**Q. 5:** (e) Did you intend the bridge over water to include a structure over a man-made canal or aqueduct?

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

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

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



used.

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

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

**Q. 8:** Do forms constructed on the ground out of 2x4 and 2 x 6 lumber and 5/8 plywood constitute heavy timber false work, within the meaning of Paragraph (6) of your letter, merely for the reason that, when assembled, they must be put in place by power equipment?

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

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

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

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

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

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



different opinions and interpretations amongst our membership, and also between the Employers and our membership, mainly consisted of the following:

- (A) Dry Aqueduct or Canal Structures
- (B) Building Foundations
- (C) Tank Foundations
- (D) Base Foundations for Machinery, Equipment and Stanchions
- (E) The Erection of False work, including Metal Tubular or Tinker Toy Material used as false work.

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

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

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

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

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

(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 the piles, caissons and drilled-in-place piling. The fabrication and erection of the forms for the capping of piles, caissons, or drilled-inplace piling shall come under the Pile Driver classification. This shall include the placing of wooden or steel capping or any substitute thereof.

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

(5) In the construction of concrete or steel bridges over water, the fabrication and erection of form work for the pier or piers in the water area, and the pier or abutment, on land, nearest to the waters edge, shall be under the Pile Driver classification. This shall include the

fabrication and erection of the form work to the top of the pier, column and abutment supporting the steel and/or any other superstructure.

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

#### B. Building Foundations

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

C. Capping of Piles or Form Work on Tank Foundations The capping of piles and form work in connection there-

with, when there is no other carpenter form work involved

above the capping or floor base of tank, shall be under the Pile Driver classification. Where further carpenter work is required above the capping or tank base, then the Carpenter classification shall apply on entire operation, including the forms for pile capping and/or tank base.

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

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

E. The Erection of false work, including Metal Tubular (or Tinker Toy) Material used as false work. The erection of false work necessary for the support of work under the Pile Driver classification comes under their classification. False work necessary for the support of the work under the Carpenter classification shall be governed by their classification, except on a project where pile driving power equipment is used.

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

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

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

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

With further reference to communication distributed December 12, 1967, in the form of Special Report of General Executive Board Subcommittee relative to the Carpenter-Pile Driver matter in the West Coast area the following interpretation is submitted.

Because of repeated requests for clarification of the above-mentioned circular letter,

specifically, Item Paragraph E: The erection of false work, including metal tubular for tinker toy material used as false work. The following is forwarded for your information and guidance.

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

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

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

### **Clarification**

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

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

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

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

## **APPENDIX G SPECIAL WORKING RULES FOR DIVERS ON CONSTRUCTION WORK**

### **ARTICLE I**

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

It is understood that there may be other agreements affecting the employment of Divers

under Appendix G. The terms and conditions of these agreements will be available to any Employer signatory to this Agreement. The terms of this Appendix G Diving Agreement are open to further negotiations when the Employer and Union agree that a specific project requires further evaluation.

## **ARTICLE II DEFINITIONS:**

(1) **DIVE SUPERVISOR:** A Diver Supervisor will be added for all diving crews. If a Dive Supervisor is listed on the job he will be the D.P.I.C unless there is a Dive Superintendent/Dive Master on the job.

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

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

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

(5) **ASSISTANT TENDER:** An Assistant Tender is an extra Tender available to assist the Diver's regular Tender by handling tools, equipment and diver's hose.

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

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

(8) **D.P.I.C.:** Designated person in charge (per OSHA regulations) or as designated by Contractor.

(9) **DIVE SUPERINTENDENT/DIVE MASTER:** A Dive Superintendent/Dive Master will be added to the dive crew/team when it is required by a regulatory agency, when working a crew of 5 or more including the Dive Superintendent/Dive Master, when deemed necessary by the contractor for dive operations, when diving mixed gas (HEO<sub>2</sub>), or when saturation diving modes are used. A designated Dive Superintendent/Dive Master shall not dive except in a life threatening emergency. If a Dive Superintendent/Dive Master is listed on the job he will be the D.P.I.C.

**ARTICLE III  
PAY SCALES**

Any classification of Dive, crew or team shall receive a minimum of eight (8) hours pay at the appropriate pay rate for any day or part thereof worked.

**A. DIVER’S REGULAR HOURLY RATE:** Pile Driver Foreman’s hourly rate plus one dollar (\$1.00) per hour.

**B. WET PAY:** The premium a Diver is paid for actually descending below the water’s surface. This amount shall be equivalent to the Diver’s regular hourly rate.

**C. STANDBY DIVER:** A diver who is not required to dive shall receive the Diver’s regular hourly rate.

**D. DIVER DIVING:**

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

<b>DEPTH BELOW WATER SURFACE (FSW)</b>	<b>AMOUNT OF PREMIUM PER FOOT</b>
50 ft. to 100 ft.	\$2.00
101 ft. to 150 ft	\$3.00
151 ft. to 220 ft	\$4.00
221 ft. and deeper	\$5.00

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

3. Premium Rates for Diving in Enclosure:

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

<b>DISTANCE FROM ENTRANCE</b>	<b>AMOUNT OF PREMIUM PER SHIFT</b>
0 ft. to 25 ft.	N/C

25 ft. to 300 ft

\$1.00 per foot

(b) When it is necessary for a Diver to enter any pipe or tunnel or other enclosure over three hundred (300) feet from entrance or less than forty-eight inches (48") in height, the premium will be by mutual agreement, between the diver, the Union and the Contractor, but never less than one dollar (\$1.00) per foot.

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

#### 4. BELL/VEHICLE OR SUBMERSIBLE OPERATOR DIVING NOT UNDER PRESSURE, ETC:

One atmosphere bell specifically designated for construction work (including Jim Suits, etc.) and self-propelled manned submersible operators shall be paid the Diver's regular hourly rate plus premiums. It is understood that engineering, inspection, and management personnel who use a one atmosphere bell from time to time may be covered by this Agreement.

#### **E. MANIFOLD OPERATOR:**

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

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

#### **F. TENDER:**

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

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

#### **G. ASSISTANT TENDER:**

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

**H.** All depth and enclosure premiums are in addition to the base or overtime rate and are not to be used in calculating overtime.

#### **I. MISCELLANEOUS:**

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

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

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

**J.** A Dive Supervisor shall receive diver hourly wet pay plus One Dollar and Fifty Cents (\$1.50); a Dive Master/Dive Superintendent shall receive a diver's hourly wet pay plus Five Dollars (\$5.00) per hour.

#### **ARTICLE IV SAFETY & HEALTH WORKING RULES**

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

#### **SAFETY SHALL HAVE THE HIGHEST OF PRIORITIES IN THIS AGREEMENT.**

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

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

**D.** Minimum crew size will be one (1) diver, one (1) tender, one (1) assistant tender.

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

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

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

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

**I.** These total bottom time for dives to depths of 99 FSW or less will not be exceeded in a twelve (12) hour period. These total bottom time for depths of 100FSW or greater will not be exceeded within a twenty-four (24) hour period.

**J.** For surface oriented hose mixed gas diving, Divers subject to ambient pressure of the



depths listed will not be required to remain on the bottom for a bottom time longer than the time limits set below.

DEPTHS	TIME
200 ft. to 230 ft.	60 minutes
230 ft. to 250 ft.	50 minutes
250 ft. to 300 ft.	30 minutes

## **ARTICLE V SUBSISTENCE AND TRAVEL**

**A.** Within ninety (90) road miles from the Local Union at Wilmington California, to the center of the construction jobsite and/or sites on the project or ninety (90) road miles from the employee's principal place of residence, over the most direct traveled route, a free zone is hereby established wherein no travel expense, transportation expense or subsistence shall be required. No Employee will receive subsistence or travel time if the employee's principal place of residence is within ninety (90) road miles of the project regardless of whether the employee's principal place of residence is in or out of the free zone. Additionally, no subsistence will be paid to an employee if the project or jobsite is in the free zone regardless of the distance the employee must travel to the project or jobsite.

**B.** On jobs located ninety (90) or more road miles from the Local Union to the center of the construction jobsite and/or sites on the project over the most directly traveled route, employees shall be compensated on the following basis:

1. Eighty dollars (\$80.00) per workday as a subsistence allowance, except where there are work stoppages by an Act of God or conditions beyond the control of the Contractor.

2. In the event employees provide their own transportation, they shall receive twenty-five cents (\$0.25) per mile for transportation expenses between the Local Union office or Call Board and the center of the construction jobsite and/or sites on the project, at the beginning and conclusion of their employment. The return transportation expense will not be payable if the employee quits his job before work is completed or before 30 calendar days, whichever is sooner, or if he is discharged for cause.

**C.**In cases of dispute in measuring road miles from the Local Hall or Call Board of Local Union 562, the facilities of the Automobile Club of Southern California shall be used as the determining factor.

The following named islands are hereby established as suitable meals and lodging zones, provided by the Contractor:

(1) Richardson Rock, (2) Santa Cruz Island, (3) Santa Rosa Island, (4) San Miguel Island, (5) Arch Rock, (6) San Clemente Island, (7) Anacapa Island (Channel Island Monument), (8) San Nicholas Island, (9) Santa Barbara Island, (10) Santa Catalina Island.

**D.**The Contractor is not obligated to pay the subsistence allowance provided herein if the Local Union is unable to furnish qualified and competent employees from its hiring list of



Journeyman for work in the subsistence area. The Contractor shall abide by Article II of the Master Labor Agreement in his hiring procedure.

**E.** In lieu of subsistence for any day, the Contractor may provide and maintain acceptable meal and lodging on or immediately adjacent to the project, for each working day in compliance with California State Laws.

**F.** The Contractor agrees to pay travel time each way from the point of embarkment to the jobsite. This paragraph applies to travel time involved from the point of embarkation to the site of all offshore construction projects. Time paid for travel time is to be paid at the straight-time rates on any day of the week.

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

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

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

**ARTICLE VI  
WORKING RULES  
STARTING TIMES, SHIFTS AND OVERTIME**

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

**B.** Reporting for work: Any workman or employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hour at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report.

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

**A.** The Employer and the Union agree that the work covered under this Agreement or using diving apparatus will be performed by employees represented by the United Brotherhood of Carpenters and Joiners of America. The Diving Contractor and the Union agree that the strong intent of this Agreement is that only experienced and highly qualified Journeyman will be employed

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

**C.** Work covered by this Labor Agreement, and these Special Working Rules for Divers on Construction Work, shall include construction work (except as excluded below) and work performed from oceanographic and/or research vessels, seismographic and/or other vessels operating either temporarily or permanently out of ports in Southern California, and in all areas located the distance one-half way from Local 562 to the nearest Pile Drivers Local affiliated with the United Brotherhood of Carpenters and Joiners of America, and shall include work concerning fisheries research and all other types of oceanographic and marine research and/or experimental bell diving work requiring the use of deck decompression chambers with submersible diving chambers.

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

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

**F.** This Agreement and the Special Working Rules for Divers on Construction and the Trust Agreements shall apply to all areas within the jurisdiction of Local 562 and the areas shall include the 12 Southern California Counties; Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, Mono, San Diego Counties and the areas described as Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, San Clemente Island, Santa Catalina Island, San Miguel Island, Santa Rosa Island, Anacapa Island (Channel Island Monument), Santa Barbara Island, including all offshore waters and waters of the continental shelf seaward from the boundaries of the southern half of the State of California; and including all inland waters, rivers and lakes, natural and/or man-made, within the boundaries of the Counties of Southern California, the five southern counties of Nevada: Clark, Lincoln, Nye, Esmeralda and Mineral, and the State of Arizona.

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

mixed gas.

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

## **ARTICLE VIII WAGES, HOURS, AND WORKING CONDITIONS**

### **CONDITIONS:**

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

**2.** All members of the diving crew are classified as follows: Dive Master/Dive Superintendent, Divers, Tenders, Technicians, Manifold Operators, Pressurized Submersible Operators, RCV and ROV Operators.

**3.** Minimum crew size will be a total of seven (7) men. There is a minimum of two (2) men with the diving system at all times to ensure and protect the integrity and safety of the diving equipment through daily maintenance

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

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

#### **A. SHORT DURATION DIVING:**

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

#### **B. SHORT DURATION BELL/VEHICLE DIVING:**

Consists of a diver going under pressure using the Pressurized Bell/Vehicle to a given depth, spending a short period of time consistent with current diving tables, and then coming to the surface and decompressing on short decompression profile. Shall be paid the divers pay rate, diving wet pay plus applicable depth premium. Wet or dry, midnight to midnight and shall be paid regardless of whether or not the Diver actually leaves the bell.

#### **C. SATURATION DIVING:**

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

(2) On saturation work, where more than two divers are required to be saturated (diving is

required around the clock), the minimum crew will be a total of fourteen (14) men.

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

**D. DIVE MASTER/DIVE SUPERINTENDENT:**

A Dive Master/Dive Superintendent shall receive a diver's hourly wet pay plus one dollar and fifty cents (\$5.00) per hour. A Dive Master shall not dive except in a life threatening emergency.

**E. ASSISTANT DIVE MASTER/DIVE SUPERVISOR:**

A diver's assistant Dive Master/Dive Supervisor shall receive the diver's hourly wet pay, plus one dollar (\$1.50) per hour.

**F. DIVERS RATE:**

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

**G. TENDER'S RATE:**

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

**H. MANIFOLD OPERATOR:**

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

**I. SURFACE RCV AND ROV OPERATOR:**

Wage scale same as Piledriver Foreman.

**J. SURFACE RCV AND ROV TENDER/TECHNICIAN:**

Wage scale same as Piledriver.

**K. SATURATION DEPTH PAY BONUS**

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

**L. STANDBY ALERT TIME:**

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

**6. HOURS AND OVERTIME**

**A. SUPPORT PERSONNEL:**

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

**B. SATURATION CREWS:**

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

**C. SHIFT PERSONNEL WHEN BILLETED OFFSHORE:**

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

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

**E. Overtime Rate:** All overtime Monday through Friday shall be at the rate of one and one-half (1½) the regular straight time hourly rate for the first four (4) hours worked and shall be paid at double the straight time hourly rate after twelve (12) hours of work. Saturday, unless it is a makeup day, shall be at the rate of one and one-half (1½) times the straight time rate for the first eight (8) hours of work and double (2) the straight time hourly rate after eight (8) hours. All hours worked on Sundays and Holidays shall be paid at double (2) the straight time hourly rate. (see Tide Work Schedule for Tide Work.)

## **7. CREW SIZE CONCERNING BOUNCE AND/OR SATURATION DIVING**

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

### **1 Dive Superintendent/Dive Master**

1 - Manifold Operator

3 - Divers

1 - Systems Tenders

**B.** Saturation Diving. Consists of diver living under pressure continuously until work task is complete and then decompressing at a saturation decompression profile. It shall be permissible to saturate two (2) divers to complete work task that prohibits short duration diving with a minimum crew of ten (10) men. On Saturation work, where more than two (2) divers, but not more than four (4) divers, are required to be saturated, the minimum crew to maintain the operation around the clock will be fourteen (14) men. The number of men needed for this operation shall be consistent with the job requirements and the safety requirement.

### **C. Saturation Crew Breakdown**

2 - Dive Superintendent/Dive Masters

2 - Manifold Operators

4 - Divers

2 - Technicians

4 - Systems Tenders, 2 shall be E.M.T. Technicians

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

## **8. DIVING CREW STEWARD**

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

## **9. HIRING**

**A.** All dispatches and job clearances for the members of diving crews working offshore will be dispatched through the Local Union 562. To avoid duplication or order and to effect an orderly hiring procedure, the Diving Contractor agrees that when calling the Union for men, to designate a responsible representative which the Union will recognize as the Agent of the Diving Contractor with the authority to hire. The Union shall maintain an exclusive non-discriminatory hiring hall to fill requisitions for personnel on the diving crew. The Diving Contractor agrees to give preference to Local area personnel where feasible.

**B.** An employee employed by one (1) or more of the Contractors for a period of eight (8) days continuously or cumulatively shall be, or become on the eighth (8th) day or eight (8)



days after the effective date of the Agreement, whichever is later, a member of the Union and shall remain a member of the Union as a condition of continued employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such Union.

C. Divers can be flown directly to the jobsite with a dispatch, after first notifying the hiring hall. All pertinent information such as name, social security number and their local union twenty-four (24) hours. The Contractor shall be the sole judge of the qualifications of the men (diving crew).

#### **10. GRIEVANCE PROCEDURE:**

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

### **APPENDIX M GRIEVANCE OF DISPUTES**

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. "A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement." *United Steelworkers of Am. v. Warrior & Gulf Nav. Co.*, 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). *D.R. Horton, Inc. v. N.L.R.B.*, 737 F.3d 344, 361 (5th Cir. 2013) ("[W]e discern[ ] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause." Citing, *Blessing v. Freestone*, 520 U.S. 329, 343, 117 S.Ct.1353, 137 L.Ed.2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that "[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy... imposed on individual employees by the employer as a condition of employment." *D. R. Horton Inc.*, 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure

affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator's knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provide a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

### **Arbitration of Employment Related Claims.**

Any dispute, complaint or grievance alleging a violation of the Master Labor Agreement shall be processed through the Procedure for Settlement of Grievance and Disputes in Section 29, and the Local Union and Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant such Article. In addition, any dispute, complaint or grievance concerning a violation of, or arising under, Industrial Welfare Commission Wage Order 16 ("Wage Order 16") which is subject to the Procedure for Settlement of Grievance and Disputes in Section 29 by operation of Wage Order 16 and exemptions contained therein for employees covered by collective bargaining agreements shall remain subject only to Section 29 and not this Appendix M. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as "Contractual Disputes".

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code section 2699.5 as amended, the California Private Attorneys General Act (Labor Code section 2698, et seq.), and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter "Statutory Dispute" or "Statutory Disputes") shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix M as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Master Labor Agreement which are deemed Contractual Disputes). This Appendix shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers' Compensation.

### **Procedure for Arbitration of Disputes.**

No Statutory Dispute subject to this Appendix M shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee



to the individual Contractor and the Local Union within the later of (i) the time set forth in the Procedure for Settlement of Grievance and Disputes in Section 29 or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors.

The parties agree to review the Appendix on a regular basis and as the law evolves, engage in good faith discussions to consider modifications to maintain its effectiveness.

The parties to confirm that in addition to the claims listed above, the parties have also agreed to provide for final and binding arbitration of any and all claims that could be asserted under all local, state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, and the California Family Rights Act. All claims for discrimination, harassment or retaliation in employment on the basis of race, age, sex, gender, religion, national origin, alienage, religion, marital status, sexual orientation, disability, or any other basis that is protected under any of those laws, as well as all related or similar claims (including but not limited to those for wrongful termination in violation of public policy and retaliation in violation of Labor Code section 1102.5), shall be resolved exclusively under and in accordance with the procedure for settlement of grievances and disputes set forth in Appendix M of the Agreement and not in a court of law. This agreement to arbitrate such claims shall also include those asserted against any of the Employer's parent, subsidiary, or related entities.

## **APPENDIX O PRIVATE ATTORNEY GENERALS ACT**

The Southwest Regional Council of Carpenters and its affiliated local unions ("Union"), on the one hand, and the Associated General Contractors, San Diego Chapter, Inc., on the other

hand, are parties (hereinafter “Parties”) to a Master Labor Agreement (“Agreement”) that will expire on June 30, 2022. The Parties to this Agreement hereby agree to amend it with respect to the following Recitals and Resolutions in this Memorandum of Understanding (“MOU”) for the purpose of availing themselves of the exemption that the Private Attorney Generals Act, in particular Labor Code § 2699.6, extends to collectively-bargained contractors in the construction industry.

## RECITALS

**WHEREAS**, Governor Jerry Brown signed Assembly Bill 1654 (“AB 1654”) on September 19, 2018, which added Section 2699.6 to the Labor Code;

**WHEREAS**, AB 1654 exempts from the coverage of the Private Attorney Generals Act (Part 13 of Division 2 of the Labor Code (commencing with Section 2698)) (“PAGA”) any “employee in the construction industry,” as that term is defined by Labor Code §2699.6(d), with respect to work performed under a valid collective bargaining agreement that meets the requirements of AB 1654, in particular, Labor Code §2699.6(a) (“Exemption”);

**WHEREAS**, the application of that Exemption requires satisfaction of certain conditions set forth in Labor Code §2699.6(a)(1)-(3), which mandates that a collective bargaining agreement such as this Agreement contain wages, hours of work, and working conditions of employees, premium wage rates for all overtime hours worked, and for the employee to receive a regular hourly pay rate of not less than 30 percent more than the state minimum wage rate and the following provisions:

(1) Prohibits all of the violations of the Labor Code that would be redressable pursuant to PAGA, and provides for a grievance and binding arbitration procedure to redress those violations.

(2) Expressly waives the requirements of PAGA in clear and unambiguous terms.

(3) Authorizes the arbitrator to award any and all remedies otherwise available under the Labor Code, provided that nothing in this section authorizes the award of penalties under this part that would be payable to the Labor and Workforce Development Agency.

**WHEREAS**, Section 29 of this Agreement contains provisions authorizing the filing of a grievance which can be pursued to final and binding arbitration (“Grievance / Arbitration Machinery”);

**WHEREAS**, the Parties wish to avail themselves of this Exemption by agreeing to the terms of this MOU;

**WHEREAS**, all Recitals shall be deemed Resolutions and all Resolutions shall be deemed Recitals.

## RESOLUTIONS

**WHEREFORE**, the parties clearly and unambiguously waive the provisions of PAGA, and agree that none of the provisions of PAGA shall apply to any of the employees covered by this Agreement;

**WHEREFORE**, the parties agree that the Union may file a grievance pursuant to this Agreement's Grievance / Arbitration Machinery and such a grievance can assert violations of the Labor Code that are redressable by PAGA, which include those sections enumerated in Labor Code §§ 2699.5 and 2699(f) and any others to ensure application of the Exemption;

**WHEREFORE**, an arbitrator presiding over an arbitration conducted pursuant to the Grievance / Arbitration Machinery shall have the authority to make an award of any all remedies otherwise available under the Labor Code except for an award of penalties that would be payable to the Labor and Workforce Development Agency, and that any Labor Code violations asserted by the Union that are redressable by PAGA will be deemed violations of this Agreement if so found by the arbitrator;

**WHEREFORE**, the parties agree that the terms of this MOU meet all conditions for application of the Exemption in AB 1654.

## **APPENDIX R ROBOTICS**

This Appendix shall apply to all onsite technology which in any way reduces the need for Carpenter employees on the project work site and shall include, but not be limited to, the use of robotic or artificial intelligences, whether autonomous or operated, for the purposes of: layout, nailing, screwing or welding, moving of Carpenter materials, and all other forms of robotics or artificial intelligences used to carry out work covered under the terms of this Agreement. Such technology shall not include the use of total stations, laser leveling systems, or any other technology which is currently in common usage on jobsites covered under the terms of the agreement.

1. The operation of such technology shall be considered Carpenter craft work and shall include, but not be limited to using technology to implement any field modification of plans or instructions used by such technology and any field modification of such technology related to a specific project.
2. All Carpenters operating such equipment shall be a Journeyman or Foreman Carpenter.
3. All Carpenters operating, or assisting in the operation of such equipment shall receive all benefits provided for under Attachment 1, and an additional \$1.00 per hour allocation to Apprenticeship. These additional Apprenticeship funds will be used in the administration of a program to recruit and train Carpenters in the development, operation, repair, and maintenance of robotic equipment and machinery, including but not limited to, the provision of grants to students to offset lost wages and benefits during their time in training. This provision shall sunset on June 30, 2022 unless extended by the Parties.
4. In the event the jobsite robot is controlled by an operator away from the jobsite such work away from the jobsite, and in that event, such work shall be performed under the terms of this Agreement only by Carpenters that are employees of the Contractor.

5. There shall be established a working group for robotics. The working group shall meet regularly during the term of this Agreement to discuss ways in which this Appendix can be modified to facilitate the use of new technologies on the jobsite, in a competitive fashion, without doing undue harm to Employee benefit trust funds due to work hours lost because of the implementation of such technology.
  - a. The Parties agree to develop a curriculum for the purpose of certifying individuals performing the work covered under Appendix R, and to meet as new technologies are developed in order to develop appropriate wages differentials, training, and other working provisions.
6. The parties agree that they will meet in good faith to discuss amendment of this Appendix upon request of either the Union or the Association.

#### DRUG AND ALCOHOL ABUSE PREVENTION AND DETECTION

The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual employers may require applicants or employees to undergo drug and alcohol screening. The parties agree that if a screening program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises, in the Employer's vehicles, or while working on any site in connection with work performed under the applicable agreement. In addition, alcohol will not be allowed in the Employer's vehicles.

2. Employers may use an on-site Oral Fluid or Urine Test solely as a type of screen for new hires and for probable cause, post accident, follow-up, compliance or conformity testing procedure on current employees. The results of onsite Oral Fluid or Urine testing may not be used as a sole means to establish grounds for denial of employment or as cause for termination.

- The individual dispatched and being screened shall complete an on-site Oral or Urine screening consent form prior to the screening.

- The individual providing specimens for testing shall use standard universal precautions to prevent the spread of infectious disease. As a minimum, protection shall be the use of disposable latex gloves.

- On-site Oral or Urine testing procedures shall be conducted in a manner consistent with the product manufacturers' instructions. Test procedures shall be performed only by the person being tested in accordance with the product manufacturer's specifications.

- A member of management and a designated union representative can witness the on-site

Oral or Urine Fluid screening.

- When a dispatched individual successfully achieves a negative test result, from a substance testing perspective, this individual shall be considered eligible for employment.

- When a dispatched individual receives an inconclusive test or positive result, the actual test plate, or photographic record of the inconclusive or positive test result, shall be retained by the individual employer for a minimum of sixty (60) days. These records shall be placed in a sealed envelope, signed by the tested individual, and shall be stored in a secure location separate from the individual's personnel record.

- In the event of a non-negative test result, the individual shall be immediately referred to the nearest clinic for a standard drug or alcohol test as prescribed below. The results of the standard drug or alcohol test shall determine whether the designated employee is hired or retained by the employer.

3. All applicants or newly hired employees are subject to drug and alcohol screening at a facility certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) in accordance with the terms of this Memorandum. The Employer agrees to pay each applicant or employee who takes and passes the drug and alcohol test for all the time it takes to undergo the drug and alcohol screening up to a maximum of two hours travel time plus lab time.

4. Applicants not passing the drug and alcohol screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug and/or alcohol screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug and alcohol screen.

5. The Employer may require that an employee be tested for drugs and alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner and shall utilize the reasonable suspicion checklist and reporting form attached hereto as Attachment 1, or a comparable checklist. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

6. An Employer may require that an employee who contributed to an accident be tested for drugs and/or alcohol where the Employer has reasonable cause to believe that the accident resulted from drug and/or alcohol usage.

7. There will be no random drug and/or alcohol testing, including on-site Oral Fluid or Urine Testing, by the signatory Employer.

8. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.

9. Drug screening shall be performed at a SAMHSA certified lab. A sufficient amount of a

urine sample shall be taken to allow for an initial drug test and a drug confirmation test. The initial test will be by Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). The cutoff levels for both the initial test and confirmation test will be those established by the Substance Abuse and Mental Health Services Administration, as indicated in Attachment 2. Any diluted or delayed test shall be a presumed positive result, unless reviewed and overturned by the Medical Review Officer. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

10. Alcohol testing shall be performed at a SAMHSA certified lab using only approved evidential breath testing devices, or saliva alcohol screening devices listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List. All equipment shall have a quality assurance plan approved by the NHTSA and shall not be used in the event that the device does not meet specified quality controls.

11. Present employees, if tested positive for drugs or alcohol, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.

12. Any dispute which arises under this drug and alcohol policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.

13. If, as a condition of contract award or due to Federal, State, or Governmental Agency requirements, including but not limited to Federal D.O.T. commercial driver drug & alcohol testing requirements, an individual Employer is required to abide by or implement more stringent requirements than set forth in this Appendix, the individual Employer will notify the Union in writing of those requirements.

14. The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

15. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Employer's application of this drug and alcohol abuse prevention and detection screening program.

16. This policy will become Effective July 1, 2018.

Attachment 1 Reasonable Suspicion Checklist  
and Reporting Form

Date of Report \_\_\_\_\_

Date/Time period covered by Observation: \_\_\_\_ Employee Name: \_\_\_\_ Job Title: \_\_\_\_  
\_\_\_\_ Supervisor(s): \_\_\_\_\_ Corroborating Witness: \_\_\_\_\_

**Physical Symptoms:**

(Provide explanation where appropriate)

- Flushed or Pale Face
- Dilated Pupils
- Constricted Pupils
- Glassy Eyes
- Bloodshot or Red Eyes
- Sniffles /Runny Nose
- Swaying, Wobbling, Staggering or Falling
- Dizziness
- Excessive Sweating in cool areas
- Smell of Liquor
- Chemical Order on Breath
- Burnt Rope smell on body
- Drowsiness
- Incoherent, Confused or Slurred Speech
- Apparent Insensitivity to Pain
- Reduced Reaction Time
- Poor Coordination
- Increased or Depressed Breathing
- Tremors
- Other

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**Behavioral:**

(Provide explanation where appropriate)

- Antagonistic
- Restless
- Overreacts to Minor things
- Unusually Talkative /Rapid Speech
- Excessive Laughter or Hilarity
- Baseless Panic
- Withdrawn

- Rapid Mood Swings
  - Irritable
  - Combative
  - Depressed
  - Paranoid
  - Other
- 

**Work Symptoms:**

- Doesn't Follow Task Instructions
  - Shows Disregard for Safety of Self & Others
  - Exhibits Excessive Carelessness
  - Appears Unable to Concentrate Fully
  - Excessive Mistakes
  - Unexplained Decline in Productivity
  - Dangerous Behavior/ Needless Risk Taking
  - Unable to Order Tasks
  - Excessive Focus on Minute Details
  - Unexplained and Frequent Absences from Work
  - Forgetfulness
  - Other
- 

**Long Term Symptoms:**

- Complaints From Coworkers
  - Excessive Work Absences
  - Leaves Job Early for Variety of Reasons
  - Arrives Late with a Variety of Excuses
  - Generally Poor & Deteriorating Physical Condition
  - Excessive Weight Loss
  - Accident Prone
  - Other
- 

General Comments or Notes:



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

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

Attachment 2 Testing Levels

<b>Drug Group</b>	<b>Initial Test ng/ml</b>	<b>ion Test ng/ml</b>
<i>Cannabinoids* (THC)</i>	50	15
<i>Cocaine Benzoyllecgonine*</i>	150	100
<i>Amphetamines*</i>	500	250
<i>MDMA, MDA, MDEA Ecstasy</i>	500	250
<i>Opiates*</i>	300**	300**
<i>Propoxyphene</i>	300	300
<i>6-Acetylmorphine</i>	10	10
<i>Methadone</i>	300	300
<i>Phencyclidine* PCP</i>	25	25
<i>Benzodiazepine</i>	300	300
<i>Barbiturates</i>	300	300
<i>Alcohol</i>	>0.04% BAC***	>0.04% BAC***

\* Cut off values shall meet or exceed those established by SAMHSA's Mandatory Guidelines for Federal Workplace Drug Testing Programs.

\*\* Includes extended Opiates-Oxycodone, Hydrocodone and Hydromorphone

\*\*As per DOT

**Action**

- Counseled No Further Action
- Referred to Drug Test
- Referred to Assistance Program

i.