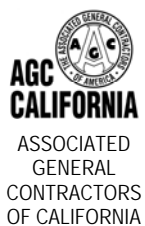


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**2008 - 2012
Pile Drivers
Agreement**

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**AGC/PILE DRIVERS, DIVERS, CARPENTERS,
BRIDGE, WHARF AND DOCK BUILDERS
LOCAL UNION #34**

2008-2012

MASTER LABOR AGREEMENT

Between the Associated General Contractors of California, Inc. and the Carpenters 46 Northern California Counties Conference Board, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate Pile Drivers Local Union #34.

THIS AGREEMENT, entered into this first day of July, 2008 and effective July 1, 2008, amending, modifying, renewing and supplementing the agreement made and entered into July 1, 2004, and each and every prior Agreement, predecessor to this Agreement, entered into by and between the parties hereto, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., a non-profit corporation and/or other employers becoming signatory hereto parties of the first part, hereinafter referred to as the Employer or Individual Employer, each acting for and on behalf of all of its respective members and/or themselves, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate Pile Drivers Local Union #34, parties of the second part, hereinafter referred to as the UNION provides:

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section I Work Covered

A. Area:

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

It is understood further that by the above listing the jurisdiction of the UNION is not thereby limited to that area. On the contrary, the UNION claims jurisdiction of certain areas beyond that covered by this contract, i.e., the Northern part of Nevada, Counties of Humboldt, Elko, Washoe, Pershing, Lander, Eureka, White Pine, Storey, Carson, Douglas, Lyon, Churchill and Mineral, the State of Utah, and/or one half the distance to the nearest Pile Driver's Local.

B. Type of Work:

The character of the work covered by this Agreement shall be all heavy, highway and building work falling within the recognized jurisdiction of Local Union #34. The parties hereto agree to recognize the formal rulings of the General President of the United Brotherhood of Carpenters and Joiners of America embodied in said President's letter of May 13, 1955, in response to Contractors' letter of July 17, 1955 and his letter of November 11, 1955, with clarification as stated in letter of December 12, 1967 and February 18, 1970.

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

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

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- (a) The capping of all piling including cast in drilled hole piling and caissons. This shall include the footing forms capping the piling and in cases where the piling extends into the girder, beam or abutment the soffit and side forms of these members. In no case will the forming of any deck be included as capping.
 - (b) In the construction of concrete or steel bridges over land, highways, railroads, overpasses, clover leaves, interchanges, or bridges over man-made canals, aqueducts, spillways, and man-made water retaining areas, the Pile Driver classification shall apply to the driving of piles, caissons and drilled-in-place piling. The fabrication and erection of the forms for the capping of piles, caissons or drilled-in-place piling shall come under the Pile Driver classification. This shall include the placing of wooden or steel capping or any substitute thereof.
 - (c) Any other form work above the cap, pertaining to the construction operations herein noted above, shall be performed under the Bridgebuilders classification. This shall also include bridges over man-made canals, aqueducts, spillways, and man-made water retaining areas, if constructed prior to water being released or turned into area.
 5. **Tunnels:** The division between pile drivers' and miners' work on subways or tunnels, where the interior is to be constructed by tunneling methods, shall be at the portal of the subway or tunnel.
 6. **Subaqueous Pipe:** The handling, setting and joining of subaqueous pipe, including immediate approaches thereto, requiring the use of derricks, pile drivers, gantries, or cradles in the laying, shall be considered as belonging to the Pile Drivers classification.
 7. **Movement of Heavy Masses:** Labor employed in the moving, cribbing and placing of heavy machinery, boilers, tanks, guns or similar masses where pile driver, derrick or similar power equipment is used.
 8. **Sewers:** In the construction of open-cut sewers the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.
 9. **Reconstruction, Repair, Dismantling, or Salvage:** Labor performed in the reconstruction, repair, wrecking, dismantling or salvaging of any of the foregoing structures shall be included to the same extent as labor employed in new construction of such structures. In salvage operations the term "underwater structure" shall include beached or sunken vessels and other heavy marine equipment, and such salvage work may be done in conjunction with the work done by divers.
 10. Moving and spotting of pile driver equipment, floating derricks and barges in connection with the work covered by Section I shall be performed at the pile driver classification and scale.
 11. The moving, spotting and rigging of floating equipment for the purpose of exploration drilling shall be performed at the Pile Driver's classification and scale.
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C. Classifications of Employment:

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

D. Work Preservation, Contracting & Subcontracting:

1. The purpose of this Section I D is to preserve and protect the work opportunities that will be available to employees covered by this Agreement at the jobsite or job yard.
2. The terms and conditions of this Agreement, insofar as it affects the Employer and the Individual Employer, shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any work covered by this Agreement to be performed at the job site or job yard, and said subcontractor with respect to such work shall be considered as an Individual Employer covered by this Agreement.
3. If an Individual Employer shall subcontract work herein defined, the work will be subcontracted to a subcontractor signatory to the appropriate Agreement with the Union. Such subcontract shall state that such subcontractor is or agrees to become signatory to an appropriate Agreement with the Union and will comply with all the terms and provisions of said Agreement including the payments of wages, Trust Fund contributions and fringe benefit payments. A copy of the subcontract and signature shall be furnished to the Union upon request.
4. The term "subcontractor" means any person, corporation or other entity, other than an employee covered by this Agreement, who agrees, orally or in writing, to perform for, or on behalf of the Individual Employer, any part or portion of the work covered by this Agreement. The subcontractor shall be properly licensed as required by the California State Contractors License Law.
5. The Individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract and/or prior commencement of work by the subcontractor, unless such notice is prevented by emergency conditions, and shall specify the name and address of the subcontractor.
 - (a) If thereafter the subcontractor becomes delinquent in the payment of any wages, Trust Fund contributions, or fringe benefit payments, the Union or the Trust Fund office shall give prompt notice of the delinquency, confirmed in writing, to the Individual Employer and to the subcontractor. The notice shall specify the name and amounts, if known, of the delinquency.

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- (b) Said notification by the Union or the Trust Fund office shall be provided within twenty (20) days of publication of the Delinquency List provided by the Trust Funds, or if in the case of failure to pay wages, five (5) days from the applicable pay day. If such notice is given, the Individual Employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within ninety (90) days prior to the receipt of said notice from the Union, and said Individual Employer may withhold the amount claimed to be delinquent out of the sums due and owing by the Individual Employer to such subcontractor.
- (c) Notwithstanding the provision set forth above, if the subcontractor is found in violation of the hiring provisions of this Agreement, pursuant to the provision of Section IX (Arbitration of Disputes), and the Union is unable to collect from the subcontractor the damages determined to be owing for such violation, the Individual Employer shall then be liable for the payment of such damages. The total of this liability, as it would apply to the Individual Employer, shall be for no more than five (5) days violation or the total of the subcontractor's retention being held by the Individual Employer, whichever amount is greater.
6. If the Individual Employer fails to give written notice as required in this Section I, he/she shall, until notice is received, assume liability for any violation of the terms and conditions of this Agreement at that particular jobsite or job yard, as may be determined by the Arbitration of Disputes. If the subcontractor is signatory or otherwise bound to an Agreement with the Union, the Individual Employer shall be liable only for delinquencies as set forth in subsection 5(a) of this Section I for work on that jobsite or job yard. If the subcontractor is not in compliance with this Agreement, then the Individual Employer shall be liable for any violation of this Agreement on that jobsite or job yard.
7. If the Union should make demand in writing for exercise of this Section, the Individual Employer will require that any subcontractor of the Individual Employer specified in the demand will, if the employer has not already done so, post a surety bond in an amount not to exceed \$75,000.00 to cover payments of wages, Trust Fund contributions and fringe benefit payments specified in this Agreement. Failure of the Individual Employer to comply with this Section within two (2) days of demand will make the Individual Employer liable for the delinquencies of the subcontractor occurring on the Individual Employer's specific job. The amount of the bonds specified in this subsection in no way affects the amounts specified for bonding purposes elsewhere in this Agreement.
8. The Individual Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Individual Employer elect to subcontract, the Individual Employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the Individual Employer to bargain collectively pursuant to Section 8(a)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement but for no other statute, rule, regulations, or law.
9. The provisions of this Section may be enforced only through the Arbitration of Disputes provisions of this Agreement.
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10. It is the intent of the parties to enforce the provisions of this Section only to the extent permitted by law.
11. Notwithstanding any other provisions of this Agreement or any Memorandum Agreement to the contrary, the provisions of this Section shall not be enforced by strike action or any other form of job shutdown or work interference; provided, however, that the rights provided in Section IX (Arbitration of Disputes) of this Agreement are retained to enforce primary obligations of any Individual Employer.
12. Payment by cash or second multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time, or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section. The foregoing shall not apply to an annual bonus paid to supervisors.
13. Subcontracts shall not be in compliance with this Section if the effect of such subcontract is to diminish, eliminate or circumvent the payment of wages, fringe benefits or the hiring hall provisions established by this Agreement.
14. Should an Individual Employer party to this Agreement perform work or subcontract work covered by the Carpenters Master Agreement for Northern California, the Individual Employer shall observe the terms and conditions of that Agreement.

Section II Recognition and Hiring

A. Recognition:

1. Recognition of Employer:

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

2. Employer Membership:

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

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

3. Union Recognition:

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

4. Independent Agreement:

This Agreement is separate and distinct from and independent of all other Agreements entered into and between the Union and other Employer Organizations irrespective of any similarity between this Agreement and any other such Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationship of the parties herein.

B. Union Security:

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

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

2. The Individual Employer shall not be required to discharge any employee pursuant to this Subsection II B until a written notice from the Union of such employee's non-compliance with this Subsection, stating all pertinent facts showing such non-compliance, shall have been served upon such Individual Employer and two (2) working days have been allowed for compliance therewith.
3. The Union shall place at the end of the journeyman registration list any person on the list who demonstrates a lack of journeyman skills, qualifications, or work ethic. A person's lack of skills, qualifications, or work ethic shall be based on the following:

at least three (3) different Individual Employers have documented in writing within a nine (9) month period the person's lack of skills, qualifications or work ethic.

A person placed at the end of the registration list shall be referred to the Northern California Pile Drivers Joint Training Committee for testing and evaluation. If the Training Committee determines that the person has the skills and qualifications of a journeyman pile driver, such person shall be reinstated to his/her place on the registration list. If the Training Committee determines that the person does not have the required skills and qualifications of a journeyman, the Training Committee shall prescribe a course of training and shall remain where they were placed on the registration list.

Once a person receives three (3) letters, the person shall not be able to select any classification on the list for which he/she has received a letter, until he/she is evaluated by the Training Committee. Written notification shall be presented to the journeyman at the time of termination and a copy shall be sent to the union.

After evaluation, the person shall not be able to select any classification on the list for which he/she has been determined to lack the required skills and qualifications until he/she successfully completes the course of training prescribed by the Training Committee.

C. Hiring:

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

Pile Driver Classifications

1. Qualification for Placement on List:
 - (a) Certified Journey Pile Driver

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

The Individual Employer in such an instance of solicitation must request such individual by name, and deliver by fax or otherwise in writing signed by a duly authorized representative of such Individual Employer. In the event all of the conditions of this subsection are complied with, the Union must dispatch the individual so requested by the Individual Employer. Possession of a valid dispatch issued by the Union shall be deemed sufficient evidence to the Individual Employer that the employee has, in fact, registered on the out-of-work list as required by this Section.

6. When ordering workers of the skills required, the Individual Employer will give notice to the Union, if possible not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than 17-1/2 hours, if possible, before the required reporting time and in the event that, 48 hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Union shall not furnish such workers, the Individual Employer may procure workers from any other source or sources. If workers are so employed, the Individual Employer shall promptly report to the Union, each such worker by name. In emergency cases, workers may be dispatched other than at such dispatching times.
7. Subject to the foregoing, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for any reason. After eighty (80) hours of employment the Individual Employer may discharge for just cause only. Just cause is subject to Section IX Arbitration of Disputes. The Individual Employer may reject or discharge any employee for any reasons during the first eighty (80) hours of employment. Discharge for cause shall be in writing to the employee.
8. The Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in these subsections B and C of this Section II and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in said subsections. The Hiring Hall arrangements are included in the Hiring Hall Rules stated as follows:
- 1. Roll call shall be between 7:00 a.m. and 12:00 p.m. each Monday unless said Monday is a recognized collectively bargaining holiday, in which case there shall be no roll call for that week and the old out-of-work list will carry over to the next week;
 - 2. An individual seeking to check in on roll call must personally speak to a Field Representative answering the phones during roll call in order to be counted;

3. Dispatch hours are at 8:30 a.m. and 4:00 p.m. Monday through Thursday. Dispatch on Fridays shall be at 11:00 a.m. Dispatch shall commence at said times and continue until completed. Dispatches for emergencies can be made at any time during business hours;
4. If an individual accepts a job that is on the board, such individual must show up for work at the starting time as directed by the requesting contractor. Failure to show up for work will forfeit the individual's number on the out-of-work list and the individual will be placed at the bottom of the out-of-work list. If the eligible individual cannot be located within 15 (fifteen) minutes after dispatch time, the job will go to the next eligible person on the out-of-work list;
5. Pile Drivers Local 34 operates a non-discriminatory Hiring Hall. Any individual can get on the out-of-work list. Any individual seeking to be on the out-of-work list shall call (510) 430-9178 and register;
6. In order to receive a dispatch, the individual worker must be in good standing;
7. Dispatches will be mailed to the member and faxed to the contractor unless otherwise requested;
8. No one may be dispatched to more than one employer at any one time;
9. There will be a \$15.00 charge per roll call for non-members of the UBC seeking to utilize the out-of-work list.
10. Any individual dispatched to a job and works eighty (80) or more hours shall be placed on the bottom of the out-of-work list.

Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, By-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Subsection B of this Section II.

Any person including an Individual Employer aggrieved by the operation of the hiring hall provisions of this Section has the right to submit his/her grievance to the permanent neutral Hiring Hall Arbitrator who shall be Gerald McKay, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) work days after the occurrence of the grievance. The Neutral Hiring Hall Arbitrator shall have full power to adjust the grievance, and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the offices of the Union. Notices required by this subsection shall be mailed or delivered to P.O. Box 406, Burlingame, California 94011-0406. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of arbitration shall be borne proportionately by the Contractors and the Union regardless of which Individual Employer is involved.

Section III Hours, Shifts, Overtime

A. Work Day:

The work day shall be eight (8) hours' work between the hours of 8:00 a.m. and 4:30 p.m. The regular start time shall be between 6:00 a.m. and 9:00 a.m.

Upon submission of prior written notice by the Individual Employer to the Union, the regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between 6:00 a.m. and 5:30 p.m. Once the regular work day is changed, it shall be for no less than five (5) consecutive work days and may be changed only by written notification by the Individual Employer and the Union. Upon submission of prior written notice by the Individual Employer to the Union, the Saturday work shifts will have their own established starting times based upon bona fide owner mandated requirements.

B. Regular Shifts:

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

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

On single shift work: Between 8 a.m. Monday and 4:30 p.m. Friday.
On double shift work: Between 5 a.m. Monday and 12:30 p.m. Friday

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

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

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

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

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

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

9. When a worker is called upon to work straight through a job on a continuous basis, all consecutive hours worked beyond the first regularly established shift shall be paid for at the overtime rate. No worker shall return to a straight time pay basis under these circumstances until they shall have had eight (8) consecutive hours off work. Nothing in Paragraph B Section 4 of this Agreement shall modify this paragraph.

There shall be a one-half hour meal period, which shall be scheduled by the Individual Employer so that the beginning of the meal period will occur not earlier than four (4) hours nor later than five (5) hours after the regular starting time of each shift. If an employee works over 10 hours but not more than 12 hours the employee is entitled to a second 30-minute meal period. However, if an employee works over 10 hours the Union and the Employer and the Individual Employer agree to waive the employee's entitled second 30-minute meal period so long as the first meal period was taken and the employee works not more than 12 hours.

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

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

Any dispute or grievance concerning meal periods shall first be processed under and in accordance with Article IX, Grievance Procedures.

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

Employees' straight time rate shall be the applicable wage rate set forth in Section IV A; plus four dollars (\$4.00) per hour.

For the purpose of computing overtime, the four dollars (\$4.00) per hour shall be added to applicable wage rate. It is understood that the "Agreed Interpretation of Special Shift Rules" signed by both parties October 29, 1980, will be modified to incorporate the changes in Section III 7.

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

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

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

Section IV Wage Scales, Obligation

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

1. WAGE SCALES

WAGES - RATE PER HOUR

EFFECTIVE	7/1/2008	7/1/2009	7/1/2010	7/1/2011
Journey Pile Drivers, Wharf and Dock Builders I	\$33.90	\$2.90*	\$3.10*	\$3.20*
Foreman (10% above the journey Pile Drivers Wharf & Dock Builders I wage rate)	\$37.29	*	*	*



FRINGE BENEFITS

EFFECTIVE	7/1/2008	7/1/2009	7/1/2010	7/1/2011
Health & Welfare (Section VII A)	\$9.05	*	*	*
Pension (Section VII C)	\$5.05	*	*	*
Annuity (Section VII C1)**	\$3.75	*	*	*
Vacation (Section VII B)	\$3.25	*	*	*
Work Fee (WF)	\$1.36	*	*	*
Apprenticeship (Section VII D)	\$0.53	*	*	*
Calif. Construction Advancement Program (Section VII J) or "I.P."	\$0.04	*	*	*
Contract Administration (Section VII K)	\$0.09	*	*	*
UBC Health & Safety Fund	\$0.04	*	*	*
Geographic & Marketing/ LMCC (G & M)	\$0.02	*	*	*
TOTAL:	\$23.18			

APPRENTICES RATE PER HOUR & FRINGE BENEFITS

APPRENTICE WAGES

EFFECTIVE	7/1/2008	7/1/2009	7/1/2010	7/1/2011
Period	Percentage			
First (0-6 Months)	60%	\$20.34	*	*
Second (7-12 Mos)	65%	\$22.04	*	*
Third (13-18 Mos)	70%	\$23.73	*	*
Fourth (19-24 Mos)	75%	\$25.43	*	*
Fifth (25-30 Mos)	80%	\$27.12	*	*
Sixth (31-36 Mos)	85%	\$28.82	*	*
Seventh (37-42 Mos)	90%	\$30.51	*	*
Eighth (43-48 Mos)	95%	\$32.21	*	*

APPRENTICE FRINGE BENEFITS

EFFECTIVE	7/1/2008
Period	Fringe Benefits
First (0-6 Months)	Health & Welfare, Work Fees, Apprenticeship/Training, UBC Health & Safety, I.P., Contract Admin., G & M
Second (7-12 Months)	Health & Welfare, Work Fees, Apprenticeship/Training, UBC Health & Safety, I.P., Contract Admin., G & M, Vacation
Third (13-18 Months)	Health & Welfare, Work Fees, Apprenticeship/Training, UBC Health & Safety, I.P., Contract Admin., G & M, Vacation, Annuity

Fourth (19-24 Months)	Health & Welfare, Work Fees, Apprenticeship/Training, UBC Health & Safety, I.P., Contract Admin., G & M, Vacation, Annuity
Fifth (25-30 Months)	All Fringes
Sixth (31-36 Months)	All Fringes
Seventh (37-42 Months)	All Fringes
Eighth (43-48 Months)	All Fringes

*** Increase to be allocated.** Fringe benefit rates and increases shall follow those recognized and required by the Carpenters Trust Fund. Increases to wages and/or fringe benefits scheduled for 2009 shall be in accordance with the Memorandum of Understanding dated February 22, 2008. Increases to wages and/or fringe benefits scheduled for 2010 and 2011 shall be allocated by the Union.

Vacation and Work Fee amounts are added to the hourly rate to establish the gross pay. The gross amount is subject to normal payroll deductions, the full vacation and work fee contribution are deducted, reported and paid to the appropriate Trust Fund.

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

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

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

- A. The parties have adopted a welding certification scholarship program. Any journey or apprentice level pile driver who upon his/her own volition and on his/her own time secures one of the following welding certifications at the Carpenters Training Center shall be entitled to certification incentives from the Carpenters Training Committee, provided the worker is or becomes eligible to receive Health and Welfare benefits through the Northern California Carpenters Trust Fund.

The Welding Certification Scholarship Program incentive shall be as follows:

2G = \$100.00
3G = \$200.00
4G = \$300.00
6G = \$400.00

Workers who have failed to update their welding certification and have received incentives from the Welding Certification Scholarship Program within the term of the Agreement shall not be eligible for additional incentives from the Welding Certification Scholarship Program.

Effective July 1, 2004, the Apprenticeship Training Trust shall increase by five cents (\$.05) per hour in order to fund the new Welding Certificate Scholarship Program. The G & M Committee shall evaluate and adjust on a yearly basis the funding requirements to maintain the trust. Any changes or modifications made to the trust must be reviewed and posted with the DIR by February of each year.

3. The Geographic and Marketing Committee has elected to pay any journey level member of Pile Drivers Local Union #34 who attends and completes the thirty-two (32) hour Qualified Rigger Class or the eight (8) hour Qualified Refresher Rigger Class at the Carpenters Training Center the amount of four hundred dollars (\$400.00) for the 32 hour class or one hundred dollars (\$100.00) for the eight (8) hour class, provided the individual member is in good standing and is eligible for Health and Welfare Benefits from the Northern California Carpenters Trust Fund.

Workers who have failed to update their rigging certification and have received Rigger Class incentives from the Geographic and Marketing Committee within the term of the Agreement shall not be eligible for additional incentives from the Geographic and Marketing Committee.

4. On bridges, powerhouses and dams, workers working from bosun's chairs or swinging scaffolds or suspended from rope, cable, safety belts, or any device used as a substitute for or in lieu thereof (excluding pile driving rigs) shall receive fifteen cents (\$.15) per hour above the applicable journey or apprentice rate.
- B. **Show Up Time:** Any employee covered by this Agreement who is called to work at a given point or project and is not put to work shall be paid two (2) hours time. On days when the elements of nature prohibit the work from going on, workers reporting for work shall be paid two (2) hours pay (at straight time), provided they remain at the jobsite during this time ready to work should the weather clear. For the purpose of this Subsection IV 3B only, an employee shall be classified as pile driver and shall be entitled to the provisions of this subsection unless such employee has been assigned or reassigned to carpenter work by the Individual Employer prior to quitting time of the preceding work day.
- C. Employees time, including Saturdays, Sundays and holidays (other than broken time or tide work) shall be reckoned by the half or full day, except overtime, which shall be reckoned by the hour and half-hour, except when an employee voluntarily quits or is laid off by reason of bad weather or a breakdown of essential equipment.

Dispatch hours will be 8:30 a.m. & 4:00 p.m. Monday through Thursday and 11:00 a.m., on Friday. It shall be considered an "Emergency Dispatch" when a request is made for a worker to report to the job "as soon as possible." It shall not be considered an "Emergency Dispatch" when a worker is requested to report at the start of the shift or the midpoint of the shift. When a worker reports as promptly as possible under an "Emergency Dispatch" he/she shall be paid from the starting time of the half shift during which he/she reports. Nothing in this clause shall be construed to justify a demand for pay for hours not worked because of failure to arrive at the start of the shift except on the first day of reporting for work as aforementioned in this clause.

- D. When workers work in inclement weather for emergency reasons it shall be for the duration of the emergency only and time shall be reckoned by the full or half day. If a job is designated as an emergency job by the owner or the contractor and a request is made to the Union by the Individual Employer to work the job, rain or shine, the Union may agree provided adequate and complete rain gear is furnished each worker by the Individual Employer.
- E. In the congested metropolitan areas of San Francisco, Oakland, Stockton, Sacramento and Eureka where free parking facilities are not available within three (3) blocks of the jobsite, the Individual Employer will provide such facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project whichever occurs earlier.
- F. **Efficiency:** It is agreed that the Pile Drivers, through their business agents, use their efforts to encourage greater efficiency and safety on the job and that they refrain from solicitation of premium payment for employees represented by the Union.

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

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

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

Should an Employer compensate an employee with a check for which payment is refused by the Employer's bank because of insufficient funds or should an Employer fail to pay his employees on a regular, established pay day for his job, the obligation of the Employer to the individual employee shall continue at the employee's regular straight time rate for a period not to exceed forty (40) hours notwithstanding the above unless the refusal of payment by the bank is due to the bank's error or omission or to circumstances which are beyond the control of the Employer. Any question concerning responsibility of the Individual Employer on

whether the omission is beyond his control shall be subject to the Grievance Procedure of this Agreement. Nothing herein shall, however, prevent the Individual Employer from changing the payroll date upon five (5) days' notice to the appropriate local union of the union that the employee's pay date is being changed.

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

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

H. Future Wage Considerations

As per Sections IV (Wage Scales) and Section VII (Fringe Benefits) of the Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders Local Union #34 Master Labor Agreement, the Union and Employer hereby agree to accept the action of the Trustees and agree to implement the following increases effective July 1, 2008, July 1, 2009, July 1, 2010, and July 1, 2011:

July 1, 2008	\$2.80
July 1, 2009	\$2.90
July 1, 2010	\$3.10
July 1, 2011	\$3.20*

The future increases shall be allocated by the Union.

* Individual Employers of the Employer that elect not to extend their agreement with the Union in 2011 shall be required to contribute an additional fifty cents (\$.50) per hour to the Building Industry Trust Fund.

Section V Number of Workers in Crews

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

Pile Driver, Floating	4 workers and 1 foreman
Pile Driver, Skid	5 workers and 1 foreman
Swinging Leads or hammer from Derrick, Crane, or A frame on Scow or Barge	4 workers and 1 foreman
Swinging Leads or hammer from Derrick, Crane, or A frame on Land	3 workers and 1 foreman
Pile Driver (Crawler or Crane) with Stable Leads	4 workers and 1 foreman

Stable Leads from Derrick, Crane, on Scow or Barge	4 workers and 1 foreman
Lagging hammer, swinging from line of power equipment of any kind	2 workers*

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

B. Sheet Pile:

Skip Sheeting	1 worker
Laced Sheet (No Loftsmen)	1 worker and 1 foreman
Laced Sheet (Loftsmen)	
No Equipment	3 workers and 1 foreman
<i>(supported by hangers or stirrups)</i>	
Equipment	2 workers and 1 foreman
<i>(supported by Manlift, Hylift, or similar new equipment)</i>	

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

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

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

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

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

Section VI Subsistence Zone

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

For the purpose of simplifying the reimbursement of employees covered by this Agreement for subsistence incurred and in accordance with negotiations between the Employer and the Union consummated the 22nd of February, 2008, it is agreed that subsistence zone and map changes shall apply for work bid on or after July 1, 2008 as follows:

1. On the work performed on projects located in the outer subsistence zones, each individual Pile Driver covered by this Agreement is to be paid the applicable subsistence zone rate per work day (show-up days included) as reimbursement for subsistence.

The center point of the radius for the subsistence zones shall be the Pile Drivers Local Union #34 office, located at 55 Hegenberger Place in Oakland, California.

As defined in the subsistence zone map, the rate of reimbursement for subsistence shall be as follows:

Effective July 1, 2008 through June 30, 2010:

Zone 1 - Inner 60 Miles	No Subsistence
Zone 2 - 60 Miles to 90 Miles	\$30.00 per day
Zone 3 - 90 Miles and Over	\$50.00 per day

Effective July 1, 2010 through June 30, 2012:

Zone 1 - Inner 60 Miles	No Subsistence
Zone 2 - 60 Miles to 90 Miles	\$30.00 per day
Zone 3 - 90 Miles and Over	\$60.00 per day

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

These provisions are embodied in Exhibit A – Subsistence Zone Map covering Northern California forty-six (46) Counties, attached hereto and by this reference made a part hereof.

Section VII Fringe Benefits

A. Health and Welfare Plan

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

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

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

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

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

B. Vacation and Holiday Plan

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

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

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

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

1. Work Fees

Effective for all work performed on and after July 1, 2004, it is agreed that upon written authorization, provided by the Union, as required by law the amount of 2.375% per hour, for each hour paid for or worked, shall be deducted from the Vacation and Holiday benefit of each workman and remitted directly to the Union, as the Union may from time to time direct. The amount of the deduction shall be specified on a statement transmitted to the workers. Such remittance shall be made to the Union not less than twelve (12) times per year.

The amount to be paid by the 46 Counties Work Fee option, in connection with the Vacation and Holiday contribution shall be an amount equal to 2.375% of the total hourly wage-fringe benefit package of the highest Pile Driver journeyman classification in this Agreement (excluding Contract Administration and California Construction Advancement Program contributions) effective on July 1, 2004 and to be effective July 1, of each succeeding year, or the amount as required by the AGC/Carpenters Master Labor Agreement whichever is less.

C. Pension Plan

Each Individual Employer covered by this Agreement shall contribute to the Carpenters Pension Trust Fund of California the amount listed in Section IV per hour for each hour paid

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

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

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

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

1. **Annuity**

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

There shall be no duplicating contribution with respect to any employee for the work of any employee.

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

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

2. **401(k) Plan**

Effective September 1, 2008, each Individual Employer covered by this Agreement shall contribute in a timely manner, compliant with Federal Law, to the Northern California Carpenters 401(k) Trust Fund, on behalf of each employee covered by this Agreement who has voluntarily elected to participate in the 401(k) Plan the amount specified on an Enrollment/Contribution Change form filed by the employee with his/her Individual Employer not to exceed the Internal Revenue Code Section 402(g) limit. The contribution amounts, which are voluntarily deferred from wages, and the frequency of change of the deferral, will be governed by the various Plan documents of the Northern California Carpenters 401(k) Trust Fund.

Only those employees covered by this Agreement that are eligible to receive Annuity Fund contributions are eligible to participate in the 401(k) Plan. Owners, partners and superintendents covered by Section VII G (Fringe Benefit Contributions for Supervisors) of this Agreement are eligible to participate in the 401(k) Plan, provided those individuals are current participants in the Annuity Plan and provided that Annuity contributions are remitted for all corresponding periods in which 401(k) contributions are made on behalf of the Owner, partner, or superintendent.

Each contributing Individual Employer agrees to be bound to that certain Trust Agreement establishing the Fund dated August 1, 2008, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

D. Apprenticeship Plan

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

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

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

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

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

2. **Apprentice Pile Driver/Bridge Builder:**

The term "Apprentice Pile Driver/Bridge Builder" as used herein means an employee undergoing a system or course of training in pile driver and bridge building work, who shall be permitted to perform any work done by a journeyman pile driver, as provided in Section 1 and whose age when starting their apprenticeship is over seventeen (17) years of age. The term apprenticeship shall not exceed a period of

four (4) years. It shall not be a contractual obligation, but it shall be the policy of the Individual Employers, party to this Agreement to employ apprentices who might have been laid off due to lack of work before employing new apprentices.

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

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

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

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

Effective July 1, 2008:

First Period: 0 to 6 months 60%

Health & Welfare, Work Fees, Apprenticeship/Training, UBC Health & Safety Fund, California Construction Advancement Program, Pile Drivers Employers Contract Administration, Geographic & Marketing/LMCC

Second Period: 7 to 12 months 65%

Health & Welfare, Work Fees, Apprenticeship/Training, UBC Health & Safety Fund, California Construction Advancement Program, Pile Drivers Employers Contract Administration, Geographic & Marketing/LMCC, Vacation

Third Period: 13 to 18 months 70%

Health & Welfare, Work Fees, Apprenticeship/Training, UBC Health & Safety Fund, California Construction Advancement Program, Pile Drivers Employers Contract Administration, Geographic & Marketing/LMCC, Vacation, Annuity

Fourth Period: 19 to 24 months 75%

Health & Welfare, Work Fees, Apprenticeship/Training, UBC Health & Safety Fund, California Construction Advancement Program, Pile Drivers Employers Contract Administration, Geographic & Marketing/LMCC, Vacation, Annuity

Fifth Period: 25 to 30 months 80% Full Fringes

Sixth Period:	31 to 36 months	85%	Full Fringes
Seventh Period:	37 to 42 months	90%	Full Fringes
Eighth Period:	43 to 48 months	95%	Full Fringes

NOTE: Re-rates are based on three conditions:

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

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

E. Basis for Payments of Fringe Benefits

Payment for contributions for fringe benefits as provided in Sections A, B and B1, C and C1, D, J and K shall be based upon all hours for which an employee has received payment; provided, however, that contributions shall not become compounded by overtime, and all overtime hours for purposes of fringe benefit contributions shall be considered straight time hours.

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

F. Bonding

Any Employer or any subcontractor who is delinquent in the payment of contributions for fringe benefits to any Trust herein provided for a period of one calendar month shall be notified by the Administrator of said Trust or Trusts of such delinquency, following which notice the Union may require such delinquent Employer or subcontractor to provide a bond in a manner satisfactory to said Administrator for a sum equal to Five Thousand Dollars (\$5,000.00) or two (2) times the delinquent Employer's estimated contribution to such Trust, whichever is the greater. Upon failure of such delinquent Employer to provide a bond as aforesaid, the Union shall withdraw or withhold employees from the job of such delinquent Employer and such withdrawal or withholding of employees shall not constitute a violation of this Agreement or be cause for any legal action against the Union by such delinquent Employer.

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

G. Fringe Contributions for Supervisors

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

1. Supervisors Annuity

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

2. The Union and the Employer agree that the Individual Employers covered by this Master Agreement may cover owners or partners, in the Carpenters Trust Funds (as in Section G and G1) by paying contributions with respect to the work of such an individual into these funds monthly on the basis of 145 hours per month in accordance with the hourly rates set forth in this Master Agreement, regardless of the number of hours worked by any such individual in a month, provided that such individual, if not an owner or partner, would be working as a journeyman Pile Driver under the terms of this Master Agreement and provided further that the Individual Employer, having made one (1) payment with respect to the work of such an individual, shall continue to make such payments monthly so long as the individual continues to perform work for the Individual Employer in the capacity of an owner or partner. Such individual shall be deemed an employee covered by this Agreement solely for the purpose of participating in said Trust Funds and shall have no other rights or privileges under this Agreement as an employee.

H. Fringe Payment Continuity

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

I. Audit

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

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

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

J. California Construction Advancement Program

For the purpose of protecting, improving and advancing the interest and welfare of the Construction Industry, its Individual Employers and employees, each member of the Employer (members of Associated General Contractors of California, Inc.) and each Individual Employer not a member of the Employer will contribute effective July 1, 1993 four cents (\$.04) per hour worked by each pile driver in his employ to the California Construction Advancement Program, an Employer trust created for this purpose. The Individual Employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement creating the California Construction Advancement Program, an Employer trust created for this purpose. The Individual Employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement creating the California Construction Advancement Program dated September 21, 1974, as such might be amended from time to time pursuant to the terms thereof and further agrees to observe and be bound by the actions and determination of the Trustees of said Trust.

K. Pile Drivers' Contract Administration Trust Fund

A trust fund entitled "The Pile Drivers' Contract Administration Trust Fund" shall be created to provide for the costs of the Employer administering the provisions of Section IX (Arbitration of Disputes). The trust fund shall be administered solely by Trustees selected by the Employer in accordance with the Trust Agreement to be executed by the Employer. The contribution as described below shall commence with the month following notice by the Carpenters' Funds Administrative Office of Northern California, Inc., to the Individual Employer. The Union shall have the right, not more than one time per year, to independently audit the Trust Fund.

Each Individual Employer signatory hereto hereby adopts and agrees to be bound by the terms of that certain Trust Agreement creating the Pile Drivers' Contract Administration Trust Fund and any amendments or modifications which may be made to said Trust Agreement pursuant to the terms thereof and further agrees to observe and be bound by the actions and determination of the Trustees of said Trust.

Effective July 1, 2004, each signatory employer shall contribute the sum of nine cents (\$.09) per hour worked or paid for to the Pile Drivers Contract Administration Trust Fund which is established for the purpose of administering the collective bargaining agreement through the

grievance procedure or otherwise on behalf of all Individual Employers signatory to this Agreement.

L. **Contribution to G & M/LMCC Trust Fund**

Effective July 1, 2004, each signatory employer shall contribute the sum of two cents (\$.02) per hour for each hour worked or paid for by each employee to the Pile Drivers' Geographic & Marketing/LMCC Fund which is established for the purpose of administering the G & M/LMCC. Each Individual Employer agrees to be bound by the Agreement as it exists and as it may be amended from time to time pursuant to the actions and determinations of the G & M Committee.

M. **Contribution to "Home" Trust Funds**

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

Section VIII General Provisions

A. **Holidays:**

The following days shall be classified as holidays:

Saturdays, Sundays, New Year's, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day following, and Christmas Day. Holidays falling on Sunday shall be observed on the following Monday. Pay for work performed on the aforementioned days shall be at overtime rates.

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

B. **Tools and Toolhouse:**

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

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

C. Working Rules:

It is agreed that no working rule or practice of either Union or Employer will be claimed or asserted contrary to the terms and provisions of this Agreement.

D. Safety:

Pile driving foremen shall be in charge of crews at all times; his duties on hoisting equipment shall consist of supervision, signaling and direction of the operation. The foreman in charge of a crew shall be charged with the responsibility for the safety of the members of their crew and with compliance with recognized safety rules and practices. No foreman shall work more than one shift in any calendar day. It is agreed that it is not the intent of this paragraph to limit or define the size of a crew. No Employer shall fail or neglect:

1. To provide and use safety devices and safeguards.
2. To adopt and use methods and processes reasonably adequate to render the place of employment safe.
3. To do every other thing reasonably necessary to protect the life and safety of employees.

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

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

- E.** When an employee is required to work under a dock from a skiff, raft or float in water independent of other workers and apart from any other operation, whereby they might become out of sight of other workers or supervisory employees, then an additional workman shall be assigned to work with them for the actual time worked under the above conditions to insure proper communications with operating personnel.

F. Steward:

A Steward shall be a working employee, appointed by the Union, who shall, in addition to their work as a Pile Driver/Diver, be permitted to perform during working hours their Union duties that cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Individual Employer agrees to allow Stewards a reasonable amount of time for the performance of such duties. The Union through the foreman shall notify the Individual Employer in writing of the appointment of such Steward. In no event shall an Individual Employer discriminate against a Steward, transfer, layoff, or discharge the Steward on account of any action taken by the Steward in the proper performance of their Union Duties.

No Steward shall be terminated without just cause. Stewards shall be subject to lay off or termination just as any other Pile Driver on the project. If a Steward is discharged the Individual Employer shall provide prior notice defining the reasons for the termination.

- G. Each employee shall be allowed reasonable pick-up time at the end of their shift, which shall be determined by the employer and the Union.

H. Discharged Employees:

Employees receiving notices of discharge shall be allowed a reasonable time (not less than 15 minutes) before the end of the shift to assemble their tools.

I. Pre-Job Conference:

The Union or Contractor may require a pre-job conference for the purpose of discussion and agreement of work assignments and application of the contract to the job.

- J. The Individual Employer shall submit letters of assignment of work on the Individual Employer's letterhead.

- K. Each Individual Employer shall send a monthly report in writing to the Union which includes a list of all jobs currently in progress (in a format to be supplied by the Union) on which Pile Drivers are employed by that Individual Employer on work covered by this Agreement. Such monthly report information shall include the location and the start date of all jobs where Pile Drivers are employed by that Individual Employer on work covered by this Agreement.

Section IX Arbitration of Disputes

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

1. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer and/or the Business Representative of the Union who shall then attempt to adjust said grievance or dispute at the jobsite level.
2. The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.
3. If said grievance or dispute is not satisfactorily adjusted by the Union and the Individual Employer or his representative within three (3) days after submission to the Individual Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
4. The Board of Adjustment shall be composed of one (1) member named by the Union, one (1) member named by the Association and an Impartial Arbitrator. The parties shall select an alternate to the permanent neutral Arbitrator who shall serve only in the event the permanent neutral Arbitrator is unable to serve. At any point in the proceedings should the panel be unable to reach a majority vote the Arbitrator shall participate and the Arbitrator's decision shall be final and binding.
5. In addition to any rule or procedure, which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:

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- (a) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator. Any transcript ordered by any party shall be at the expense of the party ordering the transcript.
 - (b) In the case of deadlock, the Arbitrator shall render a decision upon the conclusion of the case at the Board of Adjustment hearing, unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
 - (c) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. By agreement of both parties, the Impartial Arbitrator may be changed or replaced.
 - (d) The Board of Adjustment or the Arbitrator may fashion an appropriate remedy to resolve the issue including, but not limited to, back pay, money damages, injunctive relief, audit, payment of wages and fringe benefits to persons damaged by the contract violations, interest or attorneys' fees.
 - (e) Any grievance involving an Individual Employer not a member of any of the signatory associations shall be submitted directly to the Arbitrator unless the Individual Employer agrees to submit the matter to the Board of Adjustment.
6. Disputes arising out of work assignment, which is governed by Section X, Jurisdictional Disputes, will not be heard at these panels.
 7. The Board of Adjustment shall meet within forty-five (45) days on any item properly before the Board. Failure of either party to meet or to participate shall cause the Board or Arbitrator to hear and decide the matter on a default basis.
 8. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto.
 9. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Individual Employer, and such action shall not be a violation of this Agreement so long as such noncompliance continues, provided, however, that the Union may not enforce the provisions of Section I D (Subcontracting) by economic action or picketing.
 10. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne equally by the parties hereto.
 11. No proceeding hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Arbitrator or Board may for good cause, accept a late submission, which shall then be decided by the Board of Adjustment.
 12. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this section as set forth in the rules and procedures, which may be amended from time to time by the parties.
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13. A decision of the Board of Adjustment by majority vote, or the decision of a permanent Arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California, or the United States District Court for the Northern District of California. Any party who fails or refuses to comply with a decision of a Board of Adjustment or an award of the Arbitrator, as the case may be, shall be responsible for reasonable attorneys' fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law, unless the petition is denied.
14. All hearings of the Board of Adjustment shall be in the City and County of San Francisco, and/or County of Alameda, unless mutually agreed to move to another location.
15. No proceedings mentioned here in above on any dispute, complaint or grievance shall be recognized unless called to the attention of the Employer and the Union within ten (10) working days after the last date the alleged violation was committed.
16. On all cases relating to discharge or discipline, employees must file their grievances with the Union within three (3) working days after the imposition of the discharge or discipline. Thereafter, the Union must file its grievance with the Board of Adjustment within ten (10) working days after the employee files his grievance. The Board shall meet within seven (7) working days following submission of the grievance. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as they deem appropriate provided there shall be no discrimination on the part of the Individual Employer against any employee for activities on behalf of, or representation of the Union not interfering with the proper performance of their duties.
17. If failure of a Board of Adjustment to meet within one week (7 working days) is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above seven (7) working days. If the Employer or Individual Employer, or arbitrator is unavailable to meet, the wage payment and Trust Fund contribution liability shall be continuing.

Section X Jurisdictional Disputes

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

Upon affiliation of the Employer with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or a successor voluntary program to which the Union is also affiliated, the Contractors, the Individual Employers, and the Union shall be bound by the procedures for settlement of the jurisdictional disputes as adopted under such a program. The Individual Employer shall be bound by an agreement between the General Presidents.

Section XI Term of Agreement

This Agreement shall remain in full force and effect from the 1st day of July, 2008, through the 30th day of June, 2012 and shall continue thereafter unless either party, not more than ninety (90) days or less than sixty (60) days prior to the 30th day of June, 2012, or not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June of any subsequent years, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement. The Union shall have the right to strike and the Employer shall have the right to lock out with respect to such contract opening of the Agreement June 30, 2012 only after ten (10) working days has passed in order to provide time for negotiations.

GEOGRAPHIC & MARKET CONDITIONS

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with the recognition, Effective July 1, 2004, notwithstanding any other provision of this Agreement, the parties to the Agreement hereby establish a G & M Committee composed of three (3) representatives appointed by the Carpenters 46 Northern California Counties Conference Board and three (3) representatives appointed by the Associated General Contractors Association of California. The committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and Individual Employers covered by the Agreement.

The G & M Committee is authorized to approve such changes as it deems to be in the best interest of the parties to the Agreement. The parties to this Agreement will work together to preserve work opportunities for the Employers and Employees covered by this Agreement.

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

Section XII Integration

- A. This Agreement shall supersede all existing Agreements between the Union and any of the Employers or their members relating to pile driving work, and it is agreed that during the life of this Agreement neither the Union nor the Employers will make demands beyond or in conflict with the same.
- B. It is not the intent of either party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

In the event that the Union, which is signatory hereto, enters into any other agreement with other employers or employers associations, which shall have terms more favorable to such employers or employers associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement. This Section

shall not be applicable to Agreements between the Union and Individual Employers covering work in bona fide permanent yards or shops.

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

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By _____
Thomas T. Holsman, CEO

FOR THE UNION:

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD FOR AND ON BEHALF OF THE REGIONAL COUNCIL AND ITS AFFILIATE PILE DRIVERS LOCAL UNION #34

By _____
Robert H. Alvarado, Chairman

By _____
William Feyling, Executive Director

PILE DRIVERS LOCAL UNION #34

By _____
Pat Karinen, Senior Field Representative

DIVING AGREEMENT
(Addendum to Pile Drivers Agreement)

Between the Associated General Contractors of California, Inc. and the Carpenters 46 Northern California Counties Conference Board, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate Pile Drivers Local Union #34.

THIS AGREEMENT, entered into this first day of July, 2008 amending, modifying, renewing and supplementing the agreement made and entered into July 1, 2004 and each and every prior Agreement, predecessor to this Agreement, entered into by and between the parties hereto, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., a nonprofit corporation and/or other employers becoming signatory hereto parties of the first part, hereinafter referred to as the Employer or Individual Employers, each acting for and on behalf of all of its respective members and/or themselves, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate Pile Drivers Local Union #34, and the Regional Council other affiliated Local Unions, parties of the second part, hereinafter referred to as the UNION provides:

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

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

NOW THEREFORE, it is agreed as follows:

Unless specifically specified to the contrary, in this Addendum, all terms and conditions of the Pile Drivers Master Agreement shall apply to Divers, Tenders and Assistant Tenders and be incorporated in this Addendum. Special Shifts III B Paragraph 10 shall not apply.

Article I Area of Jurisdiction

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

It is understood further that by the above listing the jurisdiction of the Union over diving work is not thereby limited to that area. On the contrary, the Union claims jurisdiction over diving of certain areas beyond that covered by this contact, i.e., the Northern part of Nevada, Counties of Humboldt, Elko, Washoe, Pershing, Lander, Eureka, White Pine, Storey, Carson, Douglas, Lyon, Churchill and Mineral, the State of Utah and/or one half the distance to the nearest Pile Drivers local.

Article II Coverage

1. The work covered by this Labor Agreement, and these Special Working Rules for Divers on Construction Work, shall include construction work and work performed from oceanographic and/or research vessels, seismographic and/or other vessels operating in all areas located the distance one-half way from Local 34 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.
2. 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: 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 jack-up platforms; all underwater well completion; all underwater work on pipelines and hookups including petroleum, gas, water and sewage systems; the laying of underwater power and/or communications cables where diving is necessary; all offshore marine mining and dredging operations using Divers in any phase of their work seeking minerals and/or precious metals, etc.; all petroleum, fisheries, oceanographic research and experimental work where the use of Divers are necessary; all underwater demolition and blasting work requiring the use of Divers; the term underwater structures shall include beached or sunken vessels and other marine equipment.

Article III Definitions

1. **DPIC:**
Designated person in charge (per OSHA Regulations).
2. **DIVE CREW/TEAM:**
A minimum crew/team size will be one (1) Diver, one (1) Tender and one (1) Assistant Tender. Crew sizes can be increased to meet productivity and safety requirements by contractor.
3. **DIVE MASTER:**
A Dive Master will be added to dive crew/team to meet job requirements when necessary for dive operations with multiple divers or deep gas diving operations are being performed. A Dive Master is in charge and responsible for all aspects of the diving operation, supervising all personnel in the dive crew/team.

4. **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.

5. **STANDBY DIVER:**

A Standby 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 Standby Diver is also a person, dressed in at the dive location, immediately available to assist a Diver in the water for safety purposes.

6. **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 job site.

7. **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.

8. **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.

9. **FSW:**

Feet of Sea Water or equivalent static pressure head.

Article IV Pay Scales

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

A. **Dive Master:**

A Dive Master shall receive the same pay as a Diver diving plus \$1.50 per hour. Dive Master does not include depth or enclosure premiums.

B. **Diver's Regular Hourly Rate:**

The Diver including a Stand-By Diver who is not required to dive shall receive the pay of Pile Driver Foreman hourly rate plus one dollar (\$1.00) per hour.

C. Diver Diving:

The premium a Diver is paid for actually descending below the water surfaces. This amount shall be 2x (double) the Divers regular hourly rate. This premium is used in calculating overtime pay.

D. Tender:

1. A Tender shall receive the hourly rate of the classification of the Pile Driver Foreman when he is required to be on duty regardless of whether any diving is actually performed or not.
2. The Tender shall receive a premium equivalent to one (1) hour at the straight-time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

E. Assistant Tender:

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

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

G. Bell/Vehicle or Submersible Operator Not Under Pressure, etc.:

One atmosphere bell specifically designed for construction work (including Jim Suits, etc.) and self-propelled manned submersible operators shall be paid the Diver's regular hourly rate plus premiums.

H. ROV Operator:

Wage scale same as a Pile Driver Foreman.

I. ROV Tender/Technician:

Wage scale same as a Pile Driver.

J. Premiums:

1. Depth Premiums:

A Diver who is required to descend from the surface shall receive double (2 x) the diver's regular hourly rate, for depths up to and including 50 feet. When it is necessary for a Diver to descend below the surface of the water to depths in excess of 50 feet, a premium according to the following schedule shall be paid, in addition to the diving regular hourly rate as determined above:

DEPTH BELOW WATER SURFACE (FSW) AMOUNT OF PREMIUM PER FOOT

50 ft. to 100 ft.	\$2.00
100 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. Diving in Enclosures Premium Rates:
 - (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 Diving hourly rate and any applicable depth pay.

DISTANCE TRAVELED FROM ENTRANCE AMOUNT OF PREMIUM PER SHIFT

0 ft. to 25 ft.	N/C
25 ft. to 300 ft.	\$1.00 per ft.

- (b) When it is necessary for a diver to enter any pipe or tunnel or other enclosure over 300 feet from entrance or less than 48" in height, the premium will be by mutual agreement, between the diver, the Union and the Contractor, but never less than \$1.00 per foot.
 - (c) Premiums shall be paid under (a) or (b) above, but shall not be paid under both. These are daily/shift premiums and shall be determined from point of entry.
- K. Depth and enclosure premiums are at the straight time rate in addition to the base or overtime rate and are not to be used in calculating overtime pay.

L. **MISCELLANEOUS**

- (a) This Agreement does not include any gear or special equipment rentals.
- (b) In all cases where a diver is working, the employer shall furnish all underwater tools of the trade necessary to perform such underwater work except small tools, as wrenches, hammers, etc. There shall be no exception to this rule. Diving ladder or diving stage, in accordance with the State Safety code, will be available at all times when diver is in the water.
- (c) Fringe benefits are due as specified in the Pile Driver Master Labor Agreement for Northern California for each hour worked or paid for.
- (d) Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Master) provided they are paid at the highest rate at which he/she has worked for the shift.

(e) BIDDING ON JOBS:

It is agreed that there shall be no contract diving unless the contractor Diver meets all conditions, purposes, and intents of this Addendum and the Master Agreement. Contract Diving is defined in Article II, Coverage.

Article V Subsistence and Travel

- A. Divers and tenders while traveling outside the Bay Area shall receive travel expense equivalent to their actual traveling time at straight time wages, including the day of departure and the day of their return; plus transportation for persons and equipment to and from the job, plus reasonable room and board, or payment in lieu of room and board, by mutual agreement between the Individual Employee and the Individual Employer with written notification to the Union by the Individual Employer within five work days of the Individual Employee's employment on the job in question. For the purpose of this Section, the Bay Area is defined as that area within the outer line zone on Exhibit A of the Pile Drivers Agreement. Within the outer line, divers and tenders shall receive the same travel expenses provided for in the Pile Driving Agreement for Pile Drivers.
- B. Employees living aboard floating or other offshore quarters provided by the Employer located at the work site:
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) hour's pay at their applicable hourly rate of pay.
 2. And who are required by the Employer to stand by 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

Unless specifically specified to the contrary in this Addendum, all terms and conditions of the Pile Drivers Master Agreement shall apply to Divers, Tenders and Assistant Tenders and be incorporated in this Addendum. Special Shifts III B Paragraph 10 shall not apply.

Article VII Safety & Health Working Rules

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

Safety shall have the highest priorities in this Agreement.

- A. All Federal and State Safety Rules, Regulations, Orders and Decisions shall be binding upon the individual contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions. The individual contractor 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.

A copy of the appropriate Rules and Regulations must be on the job site and be available to all members of the dive team.

- B. 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.

Article VIII Deep Water, Bell/Vehicle System Total Saturation Diving Agreement

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

This Agreement shall apply to cover the following classifications:

Dive Masters, Divers, Tenders, Operators, Operators of Remote Operated Vehicle (ROV), Manifold Operators, Technicians, EMT Technicians, and Systems Tenders.

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

Article IX Type of Work within the Jurisdiction of this Agreement

TYPE OF WORK WITHIN THE JURISDICTION OF THIS AGREEMENT

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

Article X Working Rules and Conditions Governing Pressurized Bell/Vehicle Diving and/or Saturation Diver

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

A. Definitions:

1. Bounce of Short Duration Diving Using the Pressurized Bell: Consists of a diver going under pressure to a given depth, spending a short period of time consistent with the current diving tables, and then coming to the surface and decompressing on short decompression profile. Minimum crew size will be a total of seven (7) men.
2. Bell Diving Under Pressure: For short duration dives using a bell, in addition to the Diver's regular hourly rate, plus depth premium. This premium is per day, midnight to midnight and shall be paid regardless of whether or not the diver actually leaves the bell.
3. **Saturation Mode of Diving:**
 - (a) Consists of a Diver living under pressure continuously until a work task is complete and then decompressing at a saturation decompression profile. It

shall be permissible to saturate two (2) divers to complete a work task that prohibits short duration diving with a minimum crew of ten (10) men plus additional personnel as required.

- (b) On saturation work, where more than two (2) Divers are required to be saturated (diving is required around the clock), the minimum crew will be a total of fifteen (15) 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. **Wages (Daily Rate):**

(a) **Short Duration Diving:**

A Diver using surface supplied air or helium-oxygen receives Stand-by pay of Pile Driver 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 Diver Diving rate plus applicable premiums.

(b) **Short Duration Bell/Vehicle Diving:**

Short duration diving or bounce dive using the Pressurized Bell/Vehicle; Diving pay rate plus applicable premiums, wet, dry, minimum eight (8) hours, midnight to midnight.

(c) **Saturation Diving:**

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

(d) **Dive Master:**

Dive Master shall receive a Diver diving rate plus \$1.50 per hour. Dive Master shall not dive except in a life-threatening emergency. No other premiums apply.

(e) **Assistant Dive Master:**

Assistant Dive Master shall receive the Diver Diving rate, plus \$1.00 per hour. No other premiums apply.

(f) **EMT Technician:**

EMT Technician as systems tender, will be paid the same hourly rate as a Pile Driver Foreman, with a minimum of eight (8) hours shift.

(g) **Technicians:**

All other technicians and support personnel will be paid at the rate of a Pile Driver.

(h) **ROV Operator:**

Wage scale same as a Pile Driver Foreman.

(i) **ROV Tender/Technician:**

Wage scale same as a Pile Driver.

(j) **Saturation Depth Pay Bonus:**

\$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).

(k) **Stand-By Alert Time:**

Stand-By Alert Time on beach shall be one stand-by shift per twenty-four hours.

5. **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 rate (1 x), and time and one-half (1-1/2 x) the regular hourly wage rate shall be paid for the next two (2) hours and two times (2 x) thereafter.

(b) **Saturation Crews:**

Overtime for people under saturation begins Friday midnight and ends midnight Sunday. The following holidays, or day celebrated as such, shall be paid at double the straight-time rate:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

(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 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 reasonable effort to restrict such activity to strictly extraordinary situations.

- (d) Diver is to receive a minimum of twelve (12) hours stand-by pay per day.
- (e) All work on Saturday will be paid at time and one-half (1-1/2 x) the regular hourly wage rate. All hours worked on Sunday and holidays will be paid at double (2 x) the regular hourly wage rate.

6. **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 Master
- 3 - Divers
- 1 - Manifold Operator
- 2 - Systems Tenders

- (b) Saturation Diving:

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

- (c) Saturation Crew Breakdown:

- 1 - Dive Master
- 2 - Technician
- 2 - Dive Masters (Assistant)
- 4 - Systems Tenders, 2 shall be EMT technicians
- 2 - Manifold Operators
- 4 - Divers

In the event that any of the diving crew on paid shore stand-by 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 person on a temporary basis to replace him/her.

Article XI 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.

Article XII Hiring

1. All dispatches and job clearances for the members of diving crews will be dispatched through the Pile Drivers Local Union #34. To avoid duplication of order and to affect an orderly hiring procedure, the Diving Contractor agrees that when calling the Union for personnel 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 nondiscriminatory hiring hall to fill requisitions for personnel on the diving crew. The Diving Contractor agrees to give preference to Local area personnel.
2. Divers can report directly to the job site after first notifying the hiring hall. All pertinent information such as name, social security number and their local union number and location will be given to the Union prior to work or not later than 24 hours. The Contractor shall be the sole judge of the qualifications of the diving crew.

Article XIII Grievance Procedures

Procedure for settlement of Grievance and disputes shall be conducted in the manner provided for in the Pile Drivers Master Labor Agreement.

Article XIV Term of Agreement

This Agreement shall remain in full force and effect from the 1st day of July, 2008, through the 30th day of June, 2012, and shall continue thereafter unless either party, not more than ninety (90) days or less than sixty (60) days prior to the 30th day of June, 2012, or not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June of any subsequent years, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement. The Union shall have the right to strike and the Employer shall have the right to lock out with respect to such contract opening of the Agreement June 30, 2012 only after ten (10) working days has passed in order to provide time for negotiations.

Article XV Geographic & Market Conditions

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with the recognition, effective July 1, 2004, notwithstanding any other provision of this Agreement, the parties to the Agreement hereby establish a G & M Committee composed of three (3) representatives appointed by the Carpenters 46 Northern California Counties Conference Board and three (3) representatives appointed by the Associated General Contractors Association of California. The committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The G & M Committee is authorized to approve such changes as it deems to be in the best interest of

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

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

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

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By _____
Thomas T. Holsman, CEO

FOR THE UNION:

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD FOR AND ON BEHALF OF THE REGIONAL COUNCIL AND ITS AFFILIATE PILE DRIVERS LOCAL UNION #34

By _____
Robert H. Alvarado, Chairman

By _____
William Feyling, Executive Director

PILE DRIVERS LOCAL UNION #34

By _____
Pat Karinen, Senior Field Representative

DRILLED PILE ADDENDUM
(Addendum to Pile Drivers Agreement)

Between the Associated General Contractors of California, Inc. and the Carpenters 46 Northern California Counties Conference Board, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate Pile Drivers Local Union #34.

This Agreement entered into this 1st day of July 2008, modifying, renewing and supplementing the Agreement made and entered into July 1, 2004 between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA INC., a non-profit corporation and/or other employers becoming signatory hereto, parties of the first part, hereinafter referred to as the CONTRACTORS, each acting for and in behalf of its respective members, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate PILE DRIVERS LOCAL UNION #34, parties of the second part, hereinafter referred to as the UNION, provides:

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

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

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Unless specifically specified to the contrary, in this addendum, all terms and condition of the Pile Drivers Master Labor Agreement shall apply to and be incorporated in this addendum.

Article I Area of Jurisdiction

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

It is understood further that by the above listing the jurisdiction of the UNION over Pile Drilling work is not limited to that area. On the contrary, the UNION claims jurisdiction over Drilled Pile in certain area beyond that covered by this contract, i.e., the northern part of Nevada consisting of the counties of Humboldt, Elko, Washoe, Pershing, Lander, Eureka, White Pine, Storey, Carson, Douglass, Lyon, Churchill, and Mineral, the state of Utah, and/or one half the distance to the nearest Pile Drivers Local.

Article II Coverage

This Agreement shall cover all work performed by the EMPLOYER or its successor or assigns in the drilled pile industry. Joint venture construction projects in which the EMPLOYER is a sponsor or managing partner shall be covered by this Agreement.

Article III Union Recognition

The EMPLOYER hereby recognizes and acknowledges the UNION as the exclusive bargaining representative of all employees performing work covered by this Agreement with respect to wages, hours, and all other terms and conditions of employment. The work covered by this Agreement includes but is not limited to:

- (a) The loading and unloading of pile drilling machines, tools and accessories.
- (b) The assembly and disassembly of pile drilling machines, tools and accessories.
- (c) The maintenance and repair of pile drilling machines, tools and accessories.
- (d) The spotting, aligning and plumbing of pile drilling machines and tools.
- (e) The attaching and removing of pile drilling tools and accessories.
- (f) The hooking and unhooking of service lines or other hoisting facilities.
- (g) The handling, installing and removing of temporary or permanent casing or liners including bolting, welding or burning, installing and maintaining of cutting teeth or cutting edges, cleaning and other preparational activities.
- (h) The general clean up and housekeeping of the worksite, pile drilling machines, tools and accessories.

Article IV Crew Size-Drilled Pile

There shall be no defined crew size with respect to drilled pile operations. Drilled pile operations shall be manned in a safe and efficient manner consistent with all applicable state and federal regulations. The foregoing shall not apply to any type of driven pile. Driven pile shall be governed by Section V (NUMBER OF WORKERS IN CREWS) of the Pile Drivers Local 34 Master Labor Agreement.

Article V Geographic & Market Conditions

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with the recognition, effective July 1, 2004, notwithstanding any other provision of this Agreement, the parties to the Agreement hereby establish a G & M Committee composed of three (3) representatives appointed by the Carpenters 46 Northern California Counties Conference Board and three (3) representatives appointed by the Associated General Contractors of California. The committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The G & M Committee is authorized to approve such changes as it deems to be in the best interest of the parties to the Agreement. The parties to this Agreement will work together to preserve work opportunities for the Employers and Employees covered by this Agreement.

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

Article VI Term of Agreement

This Agreement shall remain in full force and effect from the 1st day of July, 2008, through the 30th day of June, 2012, and shall continue thereafter unless either party, not more than ninety (90) days or less than sixty (60) days prior to the 30th day of June, 2012, or not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June of any subsequent years, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement. The Union shall have the right to strike and the Employer shall have the right to lock out with respect to such contract opening of the Agreement June 30, 2012 only after ten (10) working days has passed in order to provide time for negotiations.

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

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By _____
Thomas T. Holsman, CEO

FOR THE UNION:

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD FOR AND ON BEHALF OF THE REGIONAL COUNCIL AND ITS AFFILIATE PILE DRIVERS LOCAL UNION #34

By _____
Robert H. Alvarado, Chairman

By _____
William Feyling, Executive Director

PILE DRIVERS LOCAL UNION #34

By _____
Pat Karinen, Senior Field Representative

LETTER OF UNDERSTANDING

SUBCONTRACTING

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

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

This understanding is entered into by the parties signed hereto on, 1994 and shall remain in effect until the expiration of the Master Agreement.

By _____
DON HINMAN, Senior Business Agent
PILE DRIVERS UNION LOCAL #34, AFL-CIO

By _____
Thomas T. Holsman, CEO
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

LETTER OF UNDERSTANDING

GRIEVANCES

(signed May 29, 1990)

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

By _____
DON HINMAN, Senior Business Agent
PILE DRIVERS UNION LOCAL #34

By _____
RICHARD B. MUNN, Executive Vice President
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By _____
ALEX RODRIGUEZ
PILE DRIVING CONTRACTORS ASSOCIATION

LETTER OF UNDERSTANDING

PUBLIC WORKS PROJECTS

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

FOR THE CONTRACTORS:

By _____
RICHARD B. MUNN, Executive Vice President
ASSOCIATION GENERAL CONTRACTORS OF CALIFORNIA, INC.

By _____
ALEX RODIRUGEZ
PILE DRIVING CONTRACTORS ASSOCIATION

FOR THE UNION:

By _____
MICHAEL MUNOZ, President
PILE DRIVERS UNION LOCAL #34

By _____
DON HINMAN, Business Representative
PILE DRIVERS UNION LOCAL #34

By _____
ED KELLY, Secretary-Treasurer
PILE DRIVERS UNION LOCAL #34

LETTER OF UNDERSTANDING

PAID SICK LEAVE

The parties agree that to the fullest extent permitted, the AGC/Pile Drivers Master Labor Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, effective February 5, 2007, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

In addition, this waiver shall apply to any other city, county or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Agreement.

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By _____
SEAN O'DONOGHUE, Director, Northern California Industrial Relations

FOR THE UNION:

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD FOR AND ON BEHALF OF THE REGIONAL COUNCIL AND ITS AFFILIATE PILE DRIVERS LOCAL UNION #34

By _____
Robert H. Alvarado, Chairman

By _____
William Feyling, Executive Director

PILE DRIVERS LOCAL UNION #34

By _____
Pat Karinen, Senior Field Representative

EXHIBIT "B"

JOINT LABOR / MANAGEMENT SUBSTANCE ABUSE POLICY

I. INTRODUCTION

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

II. NOTICE

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

Northern California Carpenters Regional Council
265 Hegenberger Road, Suite 200
Oakland, CA 94621
Fax: 510-568-7916

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

III. PURPOSE OF POLICY

- A. The Employer, Individual Employer(s) and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer(s) and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and injury. The Employer, Individual Employer(s) and the Union therefore adopt this Policy. The intent of the Policy is threefold:

1. To maintain a safe, drug and alcohol free workplace;
 2. To maintain our workforce at its maximum effectiveness; and
 3. To encourage confidential referral to the Employee Assistance Program (EAP) by Employees Health and Welfare Program.
- B. In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment before job performance has become a disciplinary problem. Employees are urged to use the services available through the union EAP Health and Welfare Plan
1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare plan, up to the limits described in the plans.
 2. An Employee shall be granted necessary leave of absence for treatment.

IV. CONFIDENTIALITY

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

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released until the results are confirmed. Every effort will be made to ensure that all employee issues relating to this policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

V. TESTING

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

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

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

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

spectrometry). This Agreement shall include the Varian Oral Screen or any of its equivalents, as approved by the G & M Committee.

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

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

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

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

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

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

Urine Test or Breath Test: The Individual Employer may direct the Employee to submit to a urine test for alcohol and/or other drugs, or a breath test for alcohol.

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

VI. TYPES OF PERMISSIVE TESTING

A. TIME OF DISPATCH TESTING

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

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

B. PROBABLE CAUSE TESTING

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

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

The Individual Employer shall advise the Employee of their right to consult with a union representative, including a Steward, and allow the Employee to consult with a Union representative before the Employee submits to the test, if the Union representative is available. Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

C. ACCIDENT TESTING

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

VII. EMPLOYER REFERRALS

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

VIII. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to EAP Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. EAP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

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

IX. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section V while on the Individual Employer's property or

jobsite. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter drugs from working while Employee is impaired but may not discipline such Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

X. REHABILITATION/DISCIPLINE

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

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

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

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

XI. NON DISCRIMINATION

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

XII. COST OF PROGRAM

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

XIII. GRIEVANCE PROCEDURE

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

XIV. SAVINGS CLAUSE

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

XV. INDEMNITY LANGUAGE

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

FORM "A"

**NCCRC/PILE DRIVER
SUBSTANCE ABUSE POLICY
CONSENT AND RELEASE FORM
MEDICAL RELEASE INFORMATION**

1. I, _____, hereby authorize the release of the following
medical records in the possession of _____.
- 1a. The medical Information gathered as a result of my urine screen and drug/alcohol
test and information relating to the reports from the laboratory. This medical
information may be released only to authorized representative of
_____.
- 1b. The medical information gathered as a result of my urine screen and drug/alcohol
test and information relating to the reports from the laboratory. This medical
information may be released only to authorized medical review officer
_____.
2. I understand that this information will be used by _____
only for decisions concerning my employment.
3. The authorization shall remain valid for six months for the date of this Release of Medical
Information form, or through completion of any arbitration, concerning the actions over
which this Release is executed, whichever is longer.
4. I have read this form in its entirety, understand its provisions, and am signing it voluntarily. I
understand that my employer cannot discriminate in the terms and conditions of my
employment if I choose not to sign this authorization. <California Civil Code 56.20 (b)>.
5. I understand that I have the right to receive a copy of this authorization.

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

(Dated)

(Signed)

FORM "B"

**NCCRC/PILE DRIVER
SUBSTANCE ABUSE POLICY
INCIDENT REPORT FORM**

Employee Involved _____

Date of Incident _____

Time of Incident _____

Location of Incident _____

Employee's Job Position Assignment _____

Has Employee been notified of his/her right to Union representation? _____

Time _____ Employee's Initials _____ Employee's Initials _____

Witness to Incident _____

What was observed

What is Employee's explanation _____

Action recommended _____

Signature
(Employer Representative)

Signature
(Union Representative)

Title

Title

Date/Time/Action taken _____



HUTCHESON LETTERS

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

May 13, 1955

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

Dear Sir and Brother:

I am herewith submitting the findings of the General Executive on the controversy between carpenters and pile drivers classifications in the West Coast area.

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

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

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

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

- (1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulk heads, jetties, and similar structures, the Pile Driver classification should continue to apply, up to and including the decking thereof.
- (2) On all pile driving and caisson work on both land and water, Pile Driver classifications should apply.
- (3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.
- (4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of the piles and/or caisson work including the forms required for the capping of the piles or caisson. The "capping of the piles" is herein interpreted as being that concrete, wood or other material resting on top of the piles, where driving or placed and does not include any further form work above the capping. In many instances, it has been found that the capping is called "the girder."

The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses, and include cloverleafs, interchanges, etc.

- (5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructure.
- (6) In the erection of false-work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling, and tagging incidental to the placing of the heavy timber.
- (7) In the construction of open-cut sewers, the Pile Driver Classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

In concluding this report the General Executive Board believes that the defining of the words "girder capping the piles" herein outlined will tend to solve much of the misunderstanding that has existed between the two classifications of our membership on the West Coast. All of the above shall be effective only in the West Coast where the controversy occurred.

Fraternally yours,

Signed M.A. Hutcheson
General President

The Associated General Contractors of America, Inc.,
Northern California Chapter Central California Chapter
Central California Chapter
Pile Driving Contractors Association

July 17, 1955

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

Dear Mr. Hutcheson:

The Northern California Chapter and the Central California Chapter of the Associated General Contractors of America, Inc. and the Pile Driving Contractors Association are parties to the Pile Driving Agreement with Local No. 34 of the Pile Drivers, Bridge, Wharf and Dock Builders Union covering the 46 Counties of Northern California. The A.G.C. Chapters are also parties to two Master Agreements covering Carpenters in the same geographic area. In order to perpetuate the fine relationships which have been built up over the years between our organizations, representing the contractors and the Pile Driver and Carpenter organizations in Northern California, it is strongly felt that there is a definite need for clarification of your letter of May 9, 1955, containing the findings of

the General Executive Board of the United Brotherhood concerning the controversy between the Carpenters and Pile Drivers' classifications on the West Coast.

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

1. What did you intend to constitute a "bridge over water" within the meaning of paragraph five (5) of your letter dated May 9, 1955?
 - (a) For example, near Petaluma, California, two parallel concrete highway structures were constructed under a single contract over U.S. Highway 101, the railroad tracks of the Northwestern Pacific Railroad and Petaluma Creek. The overall length of the structures were erected in three sections. The first section, which was approximately 360 feet long, was constructed over the highway and the railroad tracks and terminated at a coffer-dam and piers at the south bank of the creek. The second section, which was approximately 415 feet long, extended from a highway fill across agriculture land to a coffer-dam and piers at the north bank of the creek. The third section, which was approximately 115 feet long, consisted of 16 pre-cast 75-ton concrete girders extending over Petaluma Creek which were put in place by a floating derrick.

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

Or would the term "bridge over water" be limited to the section which actually spanned the creek?
 - (b) For another example, near King City, California, a concrete structure is being constructed across the Salinas River. During the dry season, which will cover the entire construction period, the river bed is crossed by a road which carries heavy truck traffic.

Would you intend this structure to be a "bridge over water?"
 - (c) Did you intend the term "bridge over water" to include a structure being constructed over a dry bypass which is designed to carry water only during flood conditions, which occur only once in several years?
 - (d) Did you intend a structure over a ravine or other depression which carries water, if at all, only during the spring run off and outside of the construction period?
 - (e) Did you intend the term "bridge over water" to include a structure over a man-made canal or aqueduct?
2. Under paragraph six (6) of your letter dated May 9, 1955, did you intend the falsework necessary for the support of the deck of a concrete or steel bridge over water to carry the Carpenter classification, except where pile driving or power equipment is used for heavy timber falsework?
3. Did you intend the term "pile driving or power equipment," as used in paragraph six (6) of your letter, to mean pile driver, derrick or similar power equipment, which is the terminology that has been used in our Pile Driving Agreement for many years?

4. Do forms constructed on the ground out of 2" x 4" and 2" x 6" lumber and 5/8" plywood constitute "heavy timber falsework," within the meaning of paragraph six (6) of your letter, merely for the reason that, when assembled, they must be put into place by power equipment?
5. Does paragraph seven (7) of your letter refer only to work within the recognized jurisdiction of the Pile Drivers Union?

The foregoing examples and questions are typical of the problems which arise in applying your letter of May 9, 1955, to construction projects in this area. Projects very similar to those given as examples under question 1 above are soon to be advertised for bids. As you are aware, it is important to the contractors that they clearly understand your letter, since if there is any misunderstanding, as to particular work, those contractors who interpret your letter as placing the work under the Pile Driver classification will lose out in bidding for such work, while the contractor who obtains the work upon the assumption that it comes under the Carpenter classification will suffer serious loss if he has to perform the work under the Pile Driver classification. You are the only one who can settle these problems, since on matters of this sort our Pile Driving Agreement provides that the parties will recognize formal rulings of the International President of the United Brotherhood.

Yours very truly,

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

/s/ Bruce McKenzie, Manager
Central California Chapter, AGC

/s/ John Marthens, Secretary
Pile Driving Contractors Association

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

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

November 11, 1955

Dear Sir and Brother:

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

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

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

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

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

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

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

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

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

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

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

Clarification: Same answer as in 1(a), 1(b), 1(c), and 1(d).

All clarifications of paragraph 5 of findings of the General Executive Board of May 13, 1955, and referring to "concrete or steel bridges over water" is based upon piles being driven, caissons sunk or cofferdams erected by Pile Drivers under Pile Driver classification on such concrete or steel bridge foundations.

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

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

Question 3 refers to pile driving or power equipment.

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

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

Clarification: The sub-committee does not interpret "forms" to be "heavy timber falsework" within the meaning of paragraph (6). If any dimension forms are fabricated on the ground for work coming under the Carpenters classification, then such forms can be put in place by power equipment under the Carpenter classification. Forms coming under the Pile Driver classification as outlined in the findings of the General Executive Board shall be installed or placed under such Pile Driver classification. If heavy timber falsework, consisting of support for forms, installed under Carpenter classification and

pile driving or power equipment is used, then such installation of "heavy timber falsework" shall be done under the Pile Driver classification as plainly stated in paragraph (6) of the General Executive Board's findings.

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

Clarification: The sub-committee of the General Executive Board feels that paragraph (7) is so plainly worded without any limitations that anybody familiar with the construction industry can clearly understand this paragraph without any interpretations being required.

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

Respectfully submitted,

/s/ Charles Johnson, Jr., Chairman

/s/ Raleigh Rajoppi

/s/ Henry W. Chandler

M.A. Hutcheson, Chairman
General Executive Board
United Brotherhood of Carpenters
and Joiners of America
101 Constitution Avenue, N.W.
Washington, D.C. 2001

Re: Carpenter-Pile Driver matter in West Coast area

December 12, 1967

Dear Sir and Brother:

In complying with your request, the Sub-Committee of the General Executive Board, appointed by you to review the 1955 General Executive Board Decision 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 Sub-Committee held two days of hearings at the Del Webb Town House in San Francisco, California, on March 21 and March 22, 1967, at which sixty-three Officers and Business Representatives of our subordinate Locals and District and State Councils testified on the subject matter. In addition, twelve representatives of various Contractors Associations met with your Sub-Committee and presented their points of view on several issues relative to new methods and techniques developed in the years since the original 1955 decision. The transcript of the hearings consisted of several hundred pages and the General Office is in possession of a copy of same.

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

- (A) Dry Aqueduct or canal structures
- (B) Building Foundations
- (C) Tank Foundations
- (D) Base foundations for Machinery, Equipment and Stanchions
- (E) The erection of falsework, including metal tubular or “tinker toy” material used in falsework.

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

- A. (1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties and similar structures, the Pile Driver classification shall continue to apply, up to and including the decking thereof.
- A. (2) On all pile driving and caisson work, on both land and water, the Pile Driver classification shall apply.
- A. (3) In the construction of heavy timber, wooden bridges, whether over land or over water, the Pile Driver classification shall apply.
- A. (4) In the construction of concrete or steel bridges over land, highways, railroads, overpasses, cloverleaves, interchanges, or bridges over man-made canals, aqueducts, spillways and man-made water retaining areas, the Pile Driver classification shall apply to the driving of piles, caissons and “drilled-in-place” piling. The fabrication and erection of the forms for capping of piles, caissons or “drilled-in-place” piling shall come under the Pile Driver classification. This shall include the placing of wooden or steel capping or any substitute thereof.

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

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

The fabrication and erection of forms for the piers, columns or abutments for the approaches to the first pier or abutment on water's edge, shall be under the Carpenters classification. This

shall apply also on a bridge over an area where the flow of water has been temporarily diverted.

B. Building Foundations

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

C. Capping of piles or form work on Tank Foundations

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

D. Base Foundations for Machinery, Equipment and Stanchions

The fabrication and erection of all forms of machinery, bases, equipment or stanchions shall be under the Carpenters classification.