

K 8042
5,400 wmd

LABOR AGREEMENT

BETWEEN

91.17

**UNITED BUILDERS AND CONTRACTORS
ASSOCIATION, INC.**

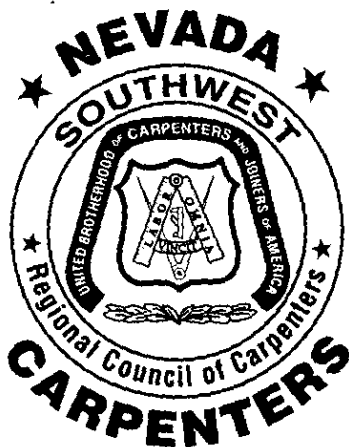
AND

**SOUTHWEST REGIONAL
COUNCIL OF CARPENTERS
and AFFILIATED LOCAL UNIONS**

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**

7/1/2001 - 6/30/2004

2001



2004

**COVERING SOUTHERN NEVADA
AND PARTS OF ARIZONA**

**CARPENTERS
MILLWRIGHTS
PILEDRIVERS**

SECTION I	.....	RECOGNITION	.....	2
SECTION II	.....	COVERAGE	.....	3
SECTION III	.....	SUBCONTRACTING	.....	9
SECTION IV	.....	APPLICABILITY	.....	11
SECTION V	.....	WAGE SCALES	.....	11
		WAGE & FRINGE BENEFIT INCREASES		
		WAGE RATES		
		FRINGE BENEFIT RATES		
SECTION VI	.....	PLANS & FUNDS	.....	16
		VACATION SAVINGS PLAN		
		HEALTH & INSURANCE		
		NATIONAL HEALTH & SAFETY		
		& APPRENTICESHIP FUNDS		
		PENSION PLAN, APPRENTICESHIP		
		GRIEVANCE & ARBITRATION		
		ADMINISTRATION TRUST FUND,		
		CARPENTERS-CONTRACTORS		
		COOPERATION COMMITTEE		
SECTION VII	.....	HIRING PROVISIONS	.....	21
SECTION VIII	.....	ZONE PAY	.....	21
SECTION IX	.....	HOURS OF WORK	.....	22
SECTION X	.....	HOLIDAYS	.....	24
SECTION XI	.....	SHOWUP TIME	.....	25
SECTION XII	.....	PRE-JOB CONFERENCE	.....	26
SECTION XIII	.....	PAYMENT OF WAGES	.....	26
SECTION XIV	.....	UNION REPRESENTATIVES/STEWARDS	.....	27
SECTION XV	.....	NO STRIKES - NO LOCKOUTS/ SETTLEMENT OF DISPUTES	.....	28
SECTION XVI	.....	TOOLS	.....	29
SECTION XVII	.....	WORKING CONDITIONS	.....	29
SECTION XVIII	.....	UNION SECURITY	.....	31
SECTION XIX	.....	SAVINGS CLAUSE	.....	31
SECTION XX	.....	FOREMEN	.....	32
SECTION XXI	.....	SURETY BOND	.....	32
SECTION XXII	.....	EFFECTIVE DATE AND TERMINATION	.....	33
APPENDIX A	.....	HIRING PROVISIONS	.....	34
APPENDIX B	.....	WAGE RATES FOR LOCAL 897 JURISDICTION	.....	37
APPENDIX C	.....	SPECIAL WORKING RULES FOR MILLWRIGHTS	.....	38
		WAGE & FRINGE BENEFIT INCREASES		
		FRINGE BENEFIT RATES		
		MILLWRIGHT APPRENTICE WAGE SCALE		
APPENDIX D	.....	SPECIAL PROVISIONS FOR HOUSING CONSTRUCTION	.....	45
APPENDIX E	.....	SPECIAL PROVISIONS FOR LIGHT COMMERCIAL CONSTRUCTION	.....	46
APPENDIX F	.....	DRUG ABUSE PREVENTION & DETECTION	.....	48
APPENDIX G	.....	SPECIAL WORK RULES FOR PILEDRIVERS	.....	50
EXCERPTS FROM THE SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT	.....		.....	53

THIS AGREEMENT is entered into this first day of July, 2001, by and between the United Builders and Contractors Association, Inc. on behalf of its members (hereinafter referred to as "the Employer") and the Southwest Regional Council of Carpenters and Affiliated Local Unions, United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as "the Union").

SECTION I RECOGNITION

The Employer has satisfied itself that the Union represents a majority of Employees performing work covered by this Agreement and thereby recognizes the Union as the exclusive bargaining representative of all employees of the Employers hereinafter classified over whom the Union has jurisdiction.

The Union recognizes the Employer as the sole and exclusive bargaining representative for their respective members who have authorized the Employer to represent them. A list of such authorizations has been furnished to the Union and the Employer agrees to immediately notify the Union when any authorizations have been canceled or new authorizations have been executed.

The Agreement shall bind each and every Employer who has authorized the Association to represent them with the same force and effect as if the Agreement were entered in by each Member individually. The Employer shall be and continue to remain liable under this Agreement during the term irrespective of whether such members shall resign from the Association prior to the expiration date of this Agreement and such liability shall be deemed to have survived the termination of such membership and remain in force during the term of this Agreement.

It is the intention of the parties to create a collective bargaining agreement within the meaning of Section 9 of the National Labor Relations Act of 1947, as amended, and the unit covered by this Agreement is a voluntarily created multi-employer collective bargaining unit.

Notwithstanding any provision of the Master Labor Agreement or this Agreement, the individual employer agrees that upon a showing by the Union or any of its affiliates a majority of the individual employer's shop employees, if any, have designated the Union and/or any of its affiliates as their representative for collective bargaining purposes, the individual employer shall recognize the Union and/or its affiliates as the collective bargaining representative of its shop employees and shall agree to negotiate all wages, hours, terms and conditions of employment appropriate for their shop. Proof of such majority representation shall be established by the submission of authorization cards to a neutral third person who shall compare the signatures with appropriate employer records. The individual employer shall fully cooperate in such review upon demand by the Union or any of its affiliates. This paragraph does not apply to Employers' storage warehouse or yards.

SECTION II COVERAGE

(a) This Agreement shall provide for the wages, fringe benefits and conditions of employment for all employees of the Employer within the recognized jurisdiction of Locals 897, 1780, 1827, 1977 and 2375 of the United Brotherhood of Carpenters and Joiners of America in the State of Nevada, and portions of Arizona and California. The recognized geographic jurisdiction of Locals 897, 1780 and 1977 covers Clark, Lincoln, Nye and Esmeralda Counties; Local 2375 covers Mineral County in addition to the aforementioned four county areas; and Local 1827's jurisdiction applies statewide. Local Unions 897, 1827 and 2375 shall include Needles, California and Bullhead City, Kingman, Lake Havasu City and Parker in Arizona. (Detailed map provided upon request.) "By becoming signatory to this Agreement the contractor agrees that when performing work in the State of Nevada, the contractor shall be bound by and shall perform all work under the terms and conditions contained in the applicable Carpenter Master Labor Agreement."

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

Street and highway work, elevated highways, viaducts, bridges, abutments, retaining walls, subways, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, foundations, pile driving, piers, locks, dikes rivers and harbor projects, breakwaters, jetties, dredging, tunnels and building inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

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

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

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

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

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

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

This Agreement shall cover all work in connection with Plywood Decking including, but not limited to, the carrying, stacking, installation and removal.

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

This Agreement shall cover all concrete form work, including, but not limited to, the fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms and the operation of the fork lift, Leod, Pettibone or mobile equipment to perform all of the above work.

This Agreement shall cover all work in connection with precast, prestressed concrete stone or fabricated units, including, but not limited to, lightweight precast, GFRC, Stone Panels (excluding solid Marble and Granite), Dryvit Exterior Insulating Finish Systems, (EIFS) or any other system of panels that is attached to the interior or exterior of any building or structure; any pre-fabricated concrete stone or imitation stone included as part of the exterior wall system; and any prestressed or precast structural framing members, columns, lintels, and beams and metal studs in reference to all the above work.

The laying out of all work and operation of all tools and equipment for cutting, handling, assembling and fabrication – whether performed at the jobsite or a panelization compound – of any and all structural members, including but not limited to those required for pre-fabricated flat curtain wall panels and continuous aesthetic trims or “pop-outs”, i.e., cornice work and/or horizontal and vertical banding of any type where such metal framing must be added (to the flat panel) to minimize overall EIFS foam thicknesses and thereby comply with local codes for EIFS curtain walls.

Pre-fabrication of materials outside this agreement is permissible under the following situations:

1. Custom or specialty non-linear trims, such as

ornate column bases, capitals, medallions, and so forth may be all or partially framed outside this agreement if the framing itself is required to affect the assembly of applicable profiled elements thereon for the purpose of shipment to the jobsite; and also where EPS (foam) profiles or elements are desirable to compete with more costly exterior elements such as GFRC and FRP.

2. Where contractors are bidding against non-union contractors who have access to pre-fabricated products and such products would make unionized contractors non-competitive and endanger their prospects of successfully competing for a job. In such cases, this waiver shall be processed by the Work Preservation Committee.

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

This Agreement shall cover all work in connection with the hoisting of materials which are to be used by the carpenters including but not limited to the rigging, guiding and handling.

This Agreement shall cover all work in connection with self supporting scaffolds over fourteen (14) feet in height or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling. Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the carpenters.

This Agreement shall cover all work in connection with office modular furniture systems including, but not limited to the unloading by any means, stockpiling, distribution to point of, erection, carrying, handling, transportation, uncrating, installation, cleaning and/or staging of all office, commercial, industrial, institutional, and hotel furniture, furniture systems, furnishing, etc., including (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

This Agreement shall cover asbestos abatement and other work involving the removal of hazardous materials. In the event this work is subcontracted by the Contractor, (Section III shall not apply as stated below). Section III shall not apply but the Contractor agrees to utilize his best efforts to insure that the work is done by a contractor signatory to an agreement with the Union, provided suitable and competitive signatory contractors are available.

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

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

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

Fences constructed of wood, insulation installation, drywall and lathing work is covered in this Agreement and is considered as bargaining unit work, performed under all the terms and conditions of this Agreement.

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

All work in connection with the installation, erection and/or application, carrying, transportation, handling, stocking and scrapping of all materials and component parts of wall and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking resilient channels, furring channels, doors and windows, including frames, casing, molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to this coat and other finished systems, plastic and/or paint finished bases, fin-

ish board, fireproofing of beams and columns, fire proofing of chase, sound and thermal insulation materials, fixture attachments including all, layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.

No limitation shall be placed on the work covered by this Section by reason of the surface or texture or purpose for which the materials described herein are used, designed or intended.

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

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

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

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

The placing, handling, moving and erection of all materials which fall within the description of work set forth in this Section. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds or other patented scaffolding.

The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern in all its branches and phases, such as nailing, filling, laying, striping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and all maintenance and related work. Computer floors, and/or raised access floors in all its branches and phases, such as material handling, layout, fabrication, maintenance, installation, cutting, fitting, and fastening of all materials and components, such as pedestal stanchions, stringer systems, seismic bracing, unistrut systems, x-ray supports, light supports, cable vault supports, racks, shelving, ceiling grids, clean room wall framing, ceiling supports, utility screen supports, unistrut metal framing systems of all lightweight standardized components which can be bolted together to form roofs, decks and special structural elements of varying

modular configurations and all other necessary structural support assemblies. Installation of ramps, steps, fascia assemblies, plenum dividers, air grills, cable cut-outs, ledge extrusion, hand rail assemblies, cove base at perimeter walls, lamination of coverings onto floor panels, and any other operation relative to computer floor installations.

The character of such work covered by this Agreement shall be all carpenter work on such construction within the recognized jurisdiction of the United Brotherhood of Carpenters and Joiners of America, including but not limited to plastics and such work in connection with new methods of construction or use of materials innovated during the term of the Agreement. The Union may request a work assignment in writing if it feels there is some danger of a jurisdictional dispute. When requested, an Employer will furnish the Union signed letters on the letterhead of the individual Employer, stating they have employed carpenters on a specific type of work and paid the negotiated scale of wages on any and all jobs which the individual Employer has performed with carpenters.

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

During the term hereof, there shall be no strikes, slowdowns, or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union.

The parties hereto agree that, where a jurisdictional problem develops involving Unions not signatory to this Agreement, the representatives of the Union involved will meet with the representatives of the Contractors to resolve the particular problem. Any resolution resulting from such aforementioned meeting between the Unions and the Contractors shall be put into effect immediately.

Jurisdictional disputes which cannot be resolved at the local levels, shall then be referred to the International Unions involved for determination, and the work shall proceed as assigned by the Contractor until such determination by the International Union has been confirmed to the disputing Unions and the Contractors. The intent of this Section is to clarify that jurisdictional issues are not a contractual liability.

In the event the Carpenters Union becomes affiliated with the AFL-CIO, and if the Employer becomes a signatory to the Impartial Jurisdictional Disputes Board or its successor plan or board, disputes as to jurisdiction of work claimed by other Unions than those affiliated with the United Brotherhood of Carpenters and Joiners of America shall be referred to and settled in accordance with the procedural rules and regulations of the Impartial Jurisdictional Disputes Board or its successor. A decision rendered by said impartial Jurisdictional Disputes Board or its successor in any

given jurisdictional determination shall be implemented immediately by the Employer involved.

This Agreement shall apply to the Employer or his subcontractor on any job site operation, under any change of name or association or corporate name or joint venture, and shall be binding upon any person who may have been a principal financially associated with the Employer or subcontractor.

(b) **MILLWRIGHTS, PILEDRIVERMEN, LIGHT COMMERCIAL, RESIDENTIAL HOUSING AND DRYWALL HOUSING.** The parties hereto have agreed to special working rules for millwrights, piledrivermen, residential housing and light commercial construction, which are contained in the Appendixes "C", "D", "E", and "G".

SECTION III SUBCONTRACTING

(a) If an Employer shall subcontract work as herein defined, provisions shall be made in such subcontract for the observance by said subcontractor of the terms of this Agreement.

(b). Each Employer and each subcontractor shall notify the Union and the Trust Fund office listed in this Agreement ("Funds") in writing, on a uniform Job Registration Form available from the Union or the Funds, of the location of each job on which the Employer will be performing work covered by this Agreement and all necessary information required by such form. Each Employer shall provide such information for work it does not subcontract but performs itself. This form is requested but not required of Subcontractors whose project has a dollar value less than \$200,000.00, or Employers whose project has a dollar value less than \$1,000,000.00. Such form shall be completed and filed with the Union and with the Trust Fund office at least 48 hours prior to the commencement of work. If factors beyond the control of the Employer or subcontractor prevent timely filing of the Job Registration Form, the Employer or subcontractor within forty-eight (48) hours prior to commencement of work, shall so notify the Union and the Funds by e-mail or fax, identify the project, and file the completed Job Registration Form with the Union and the Trust Fund office within forty-eight (48) hours thereafter.

In the event an employer takes over the performance of any work covered by the terms of this Agreement for another Employer or subcontractor, the successor Employer or subcontractor shall notify the Funds and the Union in writing of its intent to undertake performance of the work. Such notice shall be given as much time prior to commencing work as possible.

(c) To the extent required by state law, the Employer shall be financially responsible for all wages and fringe benefit payments owed to any workmen or any funds established by this Agreement by the Employer's Subcontractor, or the Subcontractor of a Subcontractor, to any workmen or any Fund contributions required in this Agreement for work performed on the Employer's job or project, provided there has been an appropriate demand made in writ-

ing to recover said wages and fringe benefits. If the Employer has included the delinquent Subcontractor on a duly filed Job Registration Form, a copy of such demand will be furnished to the Employer. If the state law is amended to relieve the Employer of such responsibility, then this Section shall continue to be applicable on the Employer's responsibility to the extent of any monies remaining due from the Employer to the Subcontractor who is liable for wages or fringe benefit contributions.

Prior to implementation of this paragraph, the Union or Trust Fund will make a good faith effort to promptly notify the Employer of any and all delinquencies of the Subcontractor and make a good faith effort to exhaust execution of the Subcontractor's bond or bonds.

(d) The terms and conditions of this Agreement insofar as it affects the individual Employer shall apply to any subcontractor under the control of or working under contract with the individual Employer upon work covered by this Agreement, and said subcontractor with respect to such work shall be considered as the individual Employer. Any subcontractor performing work under the jurisdiction of this Agreement must furnish all materials and equipment for the fabrication and/or installation thereof (except carpenter hand tools) and must compensate carpenters at the wage rates, fringe benefits and working conditions as specified in this Agreement.

(e) For purposes of this Agreement, a subcontractor is any person (other than an employee covered by this Agreement), firm, corporation, partnership, limited liability company, or other entity that holds a valid State Contractor's License, wherever required by law, and who agrees under contract in writing with the Employer or in writing with his subcontractors to perform any work covered by this Agreement and who employs workmen as employees to perform services under this Agreement, who agrees in writing to perform for or on behalf of an Employer or other subcontractor any part or portion of the work covered by this Agreement.

(f) The Employer and his subcontractors shall refrain from the use of materials which will tend to cause discord or disturbance on the job site.

(g) The terms and conditions set forth in this Section III apply to bargaining unit work only. The Union may withhold or withdraw workers from the Employer or subcontractor for failure to comply with this Section III (b); only after first (1st) notifying the employer or subcontractor in writing 48 hours before withdrawing workers from the employer or subcontractor.

(h) The parties recognize and acknowledge the importance of prompt remedial action to collect delinquent fringe benefit contributions from Employers of Subcontractors who are habitually delinquent in their payments to the Funds and will use their good faith efforts to encourage such action. The parties also recognize the responsibility to file appropriate documents in connection with bankruptcy of any Employer or Subcontractor as part of a prudent effort to collect unpaid wages or fringe benefit contributions.

SECTION IV APPLICABILITY

The parties agree that in the event the Union party hereto shall negotiate different terms and conditions of employment for employees performing job site construction industry work in classifications similar to those set forth in this Agreement in the work and territorial jurisdiction of the Union signatory hereto, no Employer signatory to this Master Labor Agreement shall be required to provide terms or conditions of employment under this Master Labor Agreement any more favorable than such terms and conditions contained in such other construction industry agreements concerning jobsite work within the territorial jurisdiction of this Agreement. This provision shall not be applicable to a maintenance or special project agreement that may be negotiated by the Union with an employer not signatory or bound to this Master Labor Agreement.

SECTION V WAGE SCALES

(a) No employee receiving total compensation (i.e., wages and payments to trust funds for vacation, health and welfare, pensions and subsistence) under an existing agreement between an individual Union and any Employer shall suffer any reduction in such compensation by reason of the execution of this Agreement.

WAGE & FRINGE BENEFIT INCREASES

Effective July 1, 2001	.77¢ Wages .40¢ Health & Welfare .03¢ Supp. Dues
Effective July 1, 2002	\$1.25
Effective July 1, 2003	\$1.35

WAGE RATES

Effective 07/01/01

ZONE #1: Work performed within thirty (30) road miles from Maryland Parkway and Charleston shall be compensated at the following rates:

Journeyman Carpenter	\$24.93
Carpenter Welder	\$+1.00

ZONE #2: Work performed outside of the Las Vegas Area Free Zone between thirty (30) to fifty (50) road miles from Maryland Parkway and Charleston shall be compensated at the following

rates:

Journeyman Carpenter	\$ +1.50
Carpenter Welder	\$ +1.00

ZONE #3: Work performed outside of the Las Vegas Area Free Zone over fifty (50) road miles from Maryland Parkway and Charleston, except for Laughlin, Nevada, shall be compensated at the, following rates:

Journeyman Carpenter	\$+3.25
Carpenter Welder	\$+1.00

LAUGHLIN AREA: Work shall be compensated at the following rates:

Journeyman Carpenter	\$+2.00
Carpenter Welder	\$+1.00

*Road miles is the most direct route by public road. When a job site is located in more than one (1) zone, all hours worked on that site shall be paid in accordance with the zone rate of the zone in which the preponderance of work is performed.

FRINGE BENEFIT RATES

Effective 07/01/ 01

Current Rates

Health & Welfare	3.32
Pension	4.44
Vacation/Supplemental Dues	2.34
Apprenticeship	.35
Carpenters/Contractor Cooperation Cmte.	.10
Grievance Arbitration/Administration (+ .01 in second year if needed)	.05
National Safety & Health and Apprenticeship Funds	.04
TOTAL	10.64

Millwrights shall receive one dollar (\$1.00) per hour over the journeyman carpenter Wage/Fringe package rate (see Appendix "C" entitled SPECIAL WORKING RULES FOR MILLWRIGHTS).

(b) WELDING. The classifications of Carpenter-Welder and Millwright-Welder shall receive \$1.00 per hour over their respective Journeyman's rate. A carpenter-welder shall be defined as a workman who holds a valid AWS D1.1 (Heavy Plate) or D1.3 (Light Gauge) certification or other welding certification relevant to the scope of the job, and who has been dispatched as a certified welder or has been assigned by the Employer to weld on work on which his or her certification is required. This includes welding in panel yards or offsite for a project covered by this Agreement on work like precast and theming. For carpenter welder classification this does not include miscellaneous or incidental welding of short duration or time accumulated of less than 3 hours in a day.

A millwright-welder shall be defined as a workman who performs work described as fusion, welding, brazing, soldering, burn-

ing and cutting of all materials. All welders shall receive the premium for the entire shift in which he performs work defined as a welding operation.

Any apprentice who meets the above descriptions shall receive the premium for welder.

Any carpenter who uses a hand held or tractor mounted oxyfuel torch, plasma arc torch, or any other thermal cutting device for the purpose of cutting, burning, shaping, or fabricating of any material, for 4 hours or more in a single shift, shall also qualify for the 8 hours of welders premium.

In the event that the scope of work demands certification beyond or other than AWS D1.1 or D1.3, it is agreed that the employer shall bear the expense of such certification.

It is also agreed that the employer will provide, for each employee who meets the definition of carpenter or millwright-welder, all gloves, welding hoods with proper filter lenses as per the standards of ANSI Z49.1 Sec. E4.2.1.1, replacement cover lenses, leathers or sleeves, wire brushes, chipping hammers, soap stone and other necessary equipment required to safely and properly perform the work of a welder. Also the employer shall replace these items in the event they become unusable due to wear or damage associated with welding operations.

Each employer shall provide a letter on company letterhead, to each welder employed if the employee requests the welding qualifications letter in writing. This letter shall include employees name, Social Security number and verification that the welder performed work under the scope of his individual certification. The contractor, if requested in writing, shall provide an employee a copy of his welding records including a copy of his certification, procedures used and letter of welding qualification. Each employer shall recognize the letters of other signatory employers as verification of work performed under the standards of AWS D1.1 Sec. 4.1.3.1 and D1.3 Sec 4.9. These letters must be issued not later than the 15th of the month following the end of each six month period or upon separation from the employer due to the completion of the project. If a welder is terminated or leaves the employer prior to the end of the project then such letter and information shall be produced within two weeks or ten working days of receipt of the written request for the information.

(c) FOREMAN: The hourly wage scale for carpenter foreman shall be 9% above the journeyman carpenter wage rate. The hourly wage scale for carpenter general foreman shall be 9% above the carpenter foreman wage rate.

(d) When an employee works in more than one classification for any portion of a day, he shall receive the rate of the highest classification for all work performed for that entire day.

(e) All other classifications under the jurisdiction of the Union not designated herein shall receive not less than journeyman carpenter's scale as specified above, except apprentices and their classification herein described. The parties hereto may establish wage rates different than the apprenticeship wage rates for

employees under a manpower development training program. Some consideration will be given to providing summer employment for undergraduate engineering students.

(f) Indentured carpenter apprentices shall receive the following wages based on the following percentage of journeymen's base rates of pay and fringe benefit contributions per the schedule listed below:

<u>Schedule of Periods</u>	<u>%</u>	<u>Schedule</u>
1st 3 months (minimum 300 hours)	50	(1)
2nd 3 months (minimum 300 hours)	55	(2)
2nd 6 months (minimum 600 hours)	60	(3)
3rd 6 months (minimum 600 hours)	65	(3)
4th 6 months (minimum 600 hours)	70	(3)
5th 6 months (minimum 600 hours)	75	(4)
6th 6 months (minimum 600 hours)	80	(4)
7th 6 months (minimum 600 hours)	90	(4)
8th 6 months (minimum 600 hours)	95	(4)

SCHEDULE OF FRINGE BENEFITS FOR APPRENTICES

(1) 1st 3 months - H & W, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Supplemental Dues

(2) 2nd 3 months - H & W, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Supplemental Dues, National Health & Safety & Apprenticeship,

(3) 2nd 6 months - H & W, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Supplemental Dues, National Health & Safety & Apprenticeship, and Pension A contribution, Carpenters-Contractors Cooperation Committee

(4) 5th 6 months, all current fringe benefits.

Carpenter Pre-Apprentice

1. As a prelude to apprenticeship. There is established a classification of Pre-Apprentice.

2. The classification of Pre-Apprentice, the recruiting, hiring and dispatch shall be the responsibility of the Union.

3. The Employer may employ one Pre-Apprentice for every (2) Apprentices dispatched under this agreement on a job by job basis. If an Apprentice is not available when requested, a Pre-Apprentice may be used instead.

4. Pre-Apprentices shall, upon accumulation of 300 hours of on the job training become eligible for entry into the Apprenticeship program.

5. It is understood, should an Employer participate in the hiring of Pre-Apprentices that all hours earned in excess of 300 hours will be at the schedule (1) apprentice rate of pay.

6. Pre-Apprentices shall work under the supervision of the Carpenter Foreman and the work they perform will be incidental to work normally performed by Journeyman Carpenters and/or Apprentices. Pre-Apprentices will not be required to use power equipment.

7. Pre-Apprentices shall receive the following wages based on the Journeyman rate of pay:

45% of Journeyman rate

.05 Grievance and Arbitration Administrative Trust Fund

.41 Supplemental Dues

.35 Apprenticeship Fund

(g) PUBLIC WORKS: In the event an Employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this Agreement, the predetermined prevailing wage rates and fringe benefits shall apply to that project for the first twenty-four (24) months of the project. This period shall commence from award date. If specific provisions appear in the bid document such as special shifts, night or weekend work, and they are in conflict with the Master Labor Agreement, they may be appealed to the Work Preservation Committee. If the Federal Davis Bacon Act or State Prevailing Wage Law is repealed or amended, the contract may be reopened for affected sections.

It is the obligation of each employer to complete the State Prevailing Wage Survey or the Form, or to allow the Union to perform it for them.

Special Single Shifts On Public Works Projects: When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona-fide job requirement that work can only be performed outside the regular day shift due to safety conditions, or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid for at the appropriate overtime rate. Otherwise all time worked or hours paid for Saturdays, Sundays, and holidays and hours worked in excess of eight (8) hours shall be paid for at the appropriate overtime rate. It is agreed, however, that in the operation of this shift, no employee will

lose a shift's work.

(h) **WORK PRESERVATION COMMITTEE:** The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers. To implement the intent of this paragraph, the parties to this Agreement hereby establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the United Builders and Contractors Association, Inc. This Committee will review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement.

SECTION VI PLANS & FUNDS

(a) The United Builders and Contractors Association, Inc. shall have the exclusive right to remove and appoint at least seventy-five percent of the Management Trustees, the Southern Nevada Chapter of the Painting and Decorating Contractors of America shall have the exclusive right to remove and appoint twenty-five percent of the Management Trustees serving on the Carpenters Southern Nevada Vacation Trust Fund, Carpenters Southern Nevada Health and Insurance Trust Fund, Carpenters Southern Nevada Pension Trust Fund, and the Carpenters Joint Apprenticeship Committee Fund. The bargaining agreement and the trust agreements shall be amended to reflect these changes.

(b) **VACATION SAVINGS PLAN:** Each Employer covered by this Agreement will contribute the sum of two dollars and thirty-four cents (\$2.34) per hour, for each hour compensated to carpenters employed by such individual Employer under this Agreement, to the Carpenters Southern Nevada Vacation Trust Fund, and will be subject to and entitled to the benefits of all the provisions of the Trust Agreement in existence prior to June 1, 1968, or as amended, or as the Fund may be reorganized or merged, establishing that fund. For the purpose of administering the Vacation Trust Fund set forth herein, the individual Employer, by becoming a party to this Agreement, does hereby designate the Employer Trustees to act as his agent on all matters concerning the fund. The amount payable to the Vacation Savings Plan on overtime work shall be paid in an amount reflecting the overtime premium payment.

Subject to the following conditions, the contractor agrees that each employee who gives written authorization to the Board of Trustees of the Carpenters Vacation Savings Trust to pay to the Union from funds held by the Trustees on his behalf the sum of sixty-three cents (\$.63) for each hour of his employment (hours worked, or paid) in each payroll period, as special supplemental

dues owed by the employee to the Union.

The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incident to the accounting, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. This provision shall in no way affect the obligation of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

All written authorization referred to above shall be irrevocable for a period of one year from the date of execution and shall renew automatically from year to year thereafter, unless the employee has served written notice upon the Board of Trustees and on the Union, not more than twenty (20) days, and not less than ten (10) days prior to the expiration of each period of one year or of the period of this Agreement, whichever is sooner, terminating the authorization.

(c) HEALTH AND INSURANCE: Each individual Employee covered by this Agreement will contribute the sum of three dollars and thirty-two cents (\$3.32) per hour for each hour compensated to carpenters employed by such individual Employer under this Agreement to the Carpenters Southern Nevada Health and Insurance Trust Fund and will be subject to and entitled to the benefits of all provisions of the Trust Agreement, or as amended or as the fund may be reorganized or merged, establishing the fund. For the purpose of administering the Health and Insurance Trust Fund mentioned herein, the individual Employer, by becoming a party to this Agreement, does hereby designate the Employer Trustees to act as his agent in all matters concerning the fund.

(d) UBC HEALTH & SAFETY AND APPRENTICESHIP & TRAINING FUNDS OF NORTH AMERICA: In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of two cents (\$.02) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters Apprenticeship & Training Fund of North America (the "Training Fund"). The parties also agree that the Employer shall make a contribution of two cents (\$.02) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters Health & Safety Fund of North America (the "Safety Fund"). Payment shall be made to the Training Fund and the Safety Fund or to such collection agent as is designated by the Training Fund and the Safety Fund on or before the 20th day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training Fund and for the Safety Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts. Upon request, the Employer may receive the latest annual report prepared for the Training Fund, the Safety Fund, or both.

(e) **PENSION PLAN:** Each individual Employer covered by this Agreement will contribute the sum of four dollars and forty-four cents (\$4.44) per hour, for each hour compensated to carpenters employed by such individual Employer under this Agreement, to the Carpenters Southern Nevada Pension Trust Fund, and will be subject to and entitled to the benefits of all the provisions of the Trust Agreement in existence prior to June 1, 1968, or as amended or as the fund may be reorganized or merged, establishing that fund and any amendments thereto.

For the purpose of administering the Pension Fund mentioned herein, the individual Employer, by becoming a party to this Agreement, does hereby designate the Employer Trustees to act as his agent in all matters concerning the Pension Fund.

It is recognized and agreed that in the best interests of all parties concerned, the Trustees of the Pension Fund shall provide, under their fiduciary responsibilities, the maximum amount of pension benefits to employees covered by this Agreement, with the further objective of providing that there will be no unfunded vested liability with respect to the Pension Plan. The Trustees of the Plan are therefore directed, to the extent permissible by law, to assure that reasonable measures are taken that the mutual objectives of maximum Pension benefits possible and no unfunded vested liability, be continually maintained.

(f) **CONTRIBUTIONS IN BEHALF OF SUPERINTENDENTS:** The Union and the Employer agree that when employees are working in a supervisory position above the rank of general foreman, the individual Employer may make payments with respect to his work into the Carpenters Health and Welfare Trust Fund and Carpenters Pension Trust Fund, on the basis of 160 hours per month, in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by such employee in a month; provided, however, the individual Employer having made one (1) payment on an employee shall continue to make such payments so long as the employee is in his employ in a like supervisory capacity.

Superintendents covered under this paragraph (e) shall be allowed a one-time option to discontinue coverage, if requested in writing to the Employer within ninety (90) days following the effective date of this Agreement.

(g) **APPRENTICESHIP:** The Employer and the Union agree to establish and operate a Joint Apprenticeship Committee for carpenters. The Joint Apprenticeship Committee is to have complete control and direction of the on-the-job and related class training of all apprentices in the trade.

To meet the cost of operation and administration of the joint apprenticeship program, each individual Employer covered by this Agreement will contribute the sum of thirty-five (\$.35) cents per hour for each hour compensated to carpenters employed by such individual Employer under this Agreement. Such contributions shall be made to the "Carpenters Joint Apprenticeship Committee Fund." The employment of apprentices shall be governed under

conditions established in accordance with this paragraph (f) and under the rules and regulations of the Joint Apprenticeship Committee.

The Trustees of the Joint Apprenticeship Committee shall have the authority to establish new training programs to provide journeymen carpenters with training regarding upgrading such carpenters on technology, materials and new methods of work that are related to the carpenters and millwright trades. Such program shall be established within existing contributions and available funds.

A Contractor may employ one (1) apprentice for every two (2) journeymen. The Contractor must hire one (1) apprentice after ten (10) journeymen, including the foreman. After the first ten (10) then for every five (5) journeymen he must employ one (1) apprentice if available.

Two (2) apprentices may be employed with each journeyman on Insulation Work.

(h) GRIEVANCE AND ARBITRATION/ADMINISTRATION TRUST FUND. There is hereby established a Grievance and Arbitration/Administration Trust Fund. The purposes of the Trust are to establish and administer procedures to process grievance and to provide third party independent arbitration on disputes concerning the interpretation or application of this Agreement that may occur between the employer or individual employer and the Union. Additionally, the purposes will include establishing, implementing and administering uniform labor relations policies and assisting in the negotiations of any modification, amendment, change, extension or renewal of this Agreement or any subsequent agreement on behalf of signatory members of the Association and those individual Employers who, under a collective bargaining agreement with the Union, are so obligated to contribute. Each individual employer agrees to contribute the sum of five cents (\$.05) per hour (* .01¢ in 2002 if needed) for each hour compensated to carpenters employed by such individual employer under this Agreement to the Grievance and Arbitration/Administration Trust Fund. The Trustees of the Grievance and Arbitration/Administration Trust Fund shall be appointed by the United Builders and Contractor Association, Inc. All monies collected on behalf of contractors who are signatory through a proxy with the United Builders and Contractors Association, Inc. will be forwarded to the United Builders and Contractors Association, Inc. on a monthly basis to the Grievance and Arbitration/Administration Trust Fund. Also it is agreed the United Builders and Contractors Association, Inc. will continue to represent all members of the Association in matters of labor relations, including grievance and arbitration representation.

(i). CARPENTERS-CONTRACTORS COOPERATION COMMITTEE The parties to this Agreement have established the Carpenters-Contractors Cooperation Committee for the purposes of protecting, improving and advancing the interests and welfare of Contractors and employees working within the unionized segment of the Carpenters construction industry. Each signatory member of the Association and those individual Employers who

are obligated to contribute under a collective bargaining agreement with the Union shall contribute, during the term of this Agreement, the sum designated in Section V to the Carpenters-Contractors Cooperation Committee. The Committee is a jointly established and administered Committee formed and created for the above stated purposes and the individual Employer hereby adopts and agree to be bound by the terms of Bylaws establishing the Carpenters-Contractors Cooperation Committee dated October 1, 1986, and further agrees to observe and be bound by the actions and determinations of the Board of Directors of said Committee.

(j) All payments required to be made by each Employer to the Vacation Savings Plan, the Health and Insurance Trust Fund, Grievance and Arbitration Administration Trust Fund, Carpenters Contractors Cooperation Committee, the National Safety & Health and Apprenticeship Funds, the Pension Trust Fund, the Joint Apprenticeship Committee and the Journeyman Upgrading Fund, when applicable, under this Section shall be due and payable to the appropriate trust fund and Joint Apprenticeship Committee no later than the tenth (10th) day of the month for all hours worked by employees covered by this Agreement during the preceding month. An Employer who has not made such payments by the twentieth (20th) day of the month shall be considered in violation of the Agreement and a delinquent Employer. The grievance and arbitration procedure contained in Section XV shall not apply to any cases involving the failure of a contractor to pay fringe benefits as required herein. The Union shall take appropriate action against the Employer or Subcontractor who is delinquent in the payment of fringe benefit contributions under this Agreement, up to and including the withholding of manpower.

(k) A list of Subcontractors or others who are delinquent in payment of fringe benefit contributions under this Agreement will be provided monthly to Employers and Employer Associations representing employers, as close as reasonably possibly to the first of the next month succeeding the due date of reports referenced above.

(l) The Union may, upon ninety (90) days written advance notice at any time during the term of this Agreement, allocate any portion of the then-existing journeyman wage rate to the Vacation Savings Plan, Apprenticeship Committee Trust Fund, National Safety and Health & Apprenticeship Funds, Work Preservation Committee Fund, Health and Welfare and/or Pension Plan.

m) TRUST FUND DELINQUENCIES.

(a) Throughout the effective term of this agreement, the employer and the Union agree to be bound by and to fully comply with all terms and provisions of the Trust Agreements referred to herein and to comply fully with all, regulations and eligibility standards adopted by each of said Boards of Trustees, together with any and all further amendments, changes and additions to said Trust Agreements and/or to said rules, regulations and eligibility standards which at any time may be adopted.

(b) In the event of non-payment or delinquent payment of contributions, the Employer shall pay to each of said Trust Funds liquidated damages, interest, audit fees, court costs and reasonable attorney fees for the expense of collection.

(c) If any of said Boards of Trustees, acting directly or through its authorized representatives, makes a determination that the Employer is delinquent in furnishing timely reports in proper form, making timely payment of contributions or in failing to comply fully with any of the provisions of the applicable Agreement and Declaration of Trust or with any rules, regulations or collection procedures of such Trust Fund, then, in addition to the foregoing provisions of this Article, the Union may refuse to furnish any employees to such delinquent Employer and/or may direct employees currently employed by such delinquent Employer to cease working and/or impose economic or other legal sanctions against such delinquent Employer. Any such action by the Union shall not be in violation of the Strike, Prohibition provisions set forth in this Agreement. Prior to removal of employees, the Union will give the Employer twenty-four (24) hours notice.

SECTION VII HIRING PROVISIONS

The hiring provisions shall be as set forth in Appendix "A"

SECTION VIII ZONE PAY

(a) ZONE 1 - The Free Zone around Las Vegas shall be within thirty (30) road miles from the intersection of Charleston Boulevard and Maryland Parkway.

(b) ZONE 2 - Work performed outside of the Las Vegas Area Free Zone between thirty (30) to fifty (50) road miles from Maryland Parkway and Charleston shall be compensated at rate set forth in Section V of this Agreement.

(c) ZONE 3 - Work performed outside of the Las Vegas Area Free Zone of over fifty (50) road miles shall be compensated at the rate set forth in Section V.

(d) For millwrights the following zones apply with respect to the Reno area:

(1) ZONE 1 - The Free Zone around Reno shall be within a fifteen (15) mile radius from the County Courthouse located in Reno, Nevada.

(2) ZONE 2 - Work performed outside the Reno Free Zone at fifteen (15) to thirty-five (35) road miles shall be compensated at the rate set forth in Appendix "B" of the Agreement.

(3) ZONE 3 - Work performed outside of the Reno Area Free Zone at a radius of over thirty-five (35) road miles shall be compensated

at the rate set forth in Appendix "B" of this Agreement. *Road miles are the most direct route by public road.

(e) When the Contractor furnishes transportation to workmen to and from the jobsite on the Contractor's time, no travel and subsistence or zone pay shall be paid.

(f) Workmen performing work outside Zone 1 shall receive the appropriate rate for not less than eight (8) hours per day.

(g) No premium shall be paid regarding travel, subsistence or zone pay if a workman has been a bona fide resident for a period of six (6) months prior to employment and is employed in one of the areas described below:

PAHRUMP	MESQUITE
CALIENTE	ALAMO
PIOCHE	BEATTY
OVERTON	INDIAN SPRINGS
LOGANDALE	LATHROP WELLS
LAUGHLIN/BULLHEAD CITY	TONOPAH

The starting point for zone pay as described above shall be computed beyond twenty (20) miles from the post office in each community, and any workman qualified under the above residence requirements shall have the first preference regarding employment in any of the above-described areas. Regardless of the residence of the workman, in the event the jobsite is located in any area other than the above-described areas, then each provision of this section on zone pay shall apply.

Note: This paragraph (g) does not apply with respect to millwrights.

SECTION IX HOURS OF WORK

(a) Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work. The working hours shall be between the hours of 4:30 a.m. and 4:30 p.m., with thirty (30) minutes off for lunch. Lunch periods shall be scheduled not later than five (5) hours after the start of work. An employee required to work during his lunch period shall receive time and one-half of his regular hourly rate for such time. The employee must be allowed time to eat lunch as soon as possible. An earlier starting time may be arranged upon the approval of a majority of the employees on the job in a poll conducted by the steward, provided that no work is started prior to 4:30 a.m. without agreement of the Union before starting at such an earlier starting time, the Employer shall give written notification of the deviation in starting time to the Union not less than 24 hours prior to the starting time of the deviation, and such notice shall contain the following information:

1. Address of job.
2. Starting deviation hour.
3. Starting date for deviation.
4. Reason for deviation.

5. Approximate ending date of deviation.

Shift starting time on high-rise project above six stories shall commence at ground level elevator entrance.

Overtime rates shall not be paid for work performed before 4:30 a.m. Monday through Friday, on jobs where deviation in starting time was performed in compliance with the provision of this Section. In the event an Employer fails to give proper notice to the Union of a deviation in starting time or fails to comply with the terms of this Section, the Employer shall be considered in violation of the Agreement and shall be required to pay for all time worked prior to 4:30 a.m. at the rate of time and one-half (1-1/2) Monday through Saturday, or double time (2X), if occurring on a Sunday or holiday

(b) The regular work week shall consist of five (5) days, Monday through Friday. OVERTIME RATES: First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1-1/2).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1-1/2). All additional hours and Sundays and holidays shall be the rate of double time (2X). Employees shall be given a rest period of not less than eight (8) hours between the termination of any overtime work and the commencement of another straight time shift, except in cases of emergency.

(c) When a workman is required to work more than three (3) hours over the regular eight (8) hours, the Employer agrees to provide a hot lunch no more than five (5) hours after the last lunch period, and the workman shall have sufficient time to eat the lunch without loss of time. The employer has the option to pay one-half (1/2) hour applicable overtime rate in lieu of meal.

(d) When so elected by the Contractor, multiple shifts may be worked for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operation, provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time shall be paid the applicable overtime rate. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with paragraph (f), Special Shifts. It is understood that a single and a multiple shift may work concurrently on a project.

Shift Work: When more than one shift is worked, the first shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The second shift shall work seven and one half (7 1/2) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The third shift shall work seven (7) consecutive hours, exclusive of meal

period, for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for after the above-specified work shifts in any one day or on a Saturday, Sunday or holiday shall be paid for at the applicable overtime rate.

Any time worked from Friday midnight to Sunday midnight, or on a holiday or in excess of the regular shift hours or hours paid for, shall be paid at the overtime rate, except as provided in paragraph (e) of this Section. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above shift arrangements.

(e) (1) On a three (3) shift operation commencing on Monday at the established starting time for the day shift then in effect, the 15th or Friday graveyard shift ending on or before 8:00 a.m. Saturday morning will be considered Friday work.

(2) The Saturday graveyard shift ending on or before 8:00 a.m. Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on or before 8:00 a.m. Monday morning will be considered Sunday work.

(3) Work performed at times considered Saturday and Sunday under multiple shift arrangements shall be paid for at the appropriate straight-time hourly rate.

If maintenance or remodeling or new construction work cannot be performed on a regular shift because of the fact that establishments cannot suspend operations during the day, a special single or second shift may be employed starting at a time coinciding with required operations of the establishment, Monday through Friday. The employees on these shifts will work eight (8) consecutive hours, exclusive of a meal period, for which they shall receive eight (8) hours pay at the straight time rate. Four (4) ten (10) hour days may be utilized Monday through Friday at straight time rate. Notification to the Union is required before commencement of work in this paragraph.

(g) The Employer may, in Zone 1, 2 & 3, after first notifying the Union, work a work week consisting of 10 hours per day for four (4) consecutive days between the hours of 5:00 a.m. and 6:30 p.m., Monday through Friday; providing all trades on the worksite work the same shift.

SECTION X HOLIDAYS

The following days are recognized as holidays: New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day. Note: with respect to millwrights, Admission Day is a recognized holiday in lieu of Veteran's Day for all Nevada Counties except for Clark, Lincoln, Nye and Esmeralda. If any of the above holidays should fall on a Sunday, the Monday following shall be considered a recognized holiday. Work on such days shall be paid for at the overtime rate.

No work shall be performed on Labor Day, except to preserve life and property.

When it is necessary for an Employer to have work performed on Saturdays, Sundays or holidays, then it shall be the responsibility of the Employer to notify the Union.

SECTION XI SHOWUP TIME

Other than on the first day of dispatch, in which case two (2) hours shall apply, men who report for work, for whom no work is provided, shall be entitled to two (2) hours, pay at the regular hourly rate for so reporting unless he has been notified before his last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four hours are worked in any one day he shall receive not less than the hours worked for that day unless prevented from working for reasons beyond the control of the Employer, including but not limited to such factors as inclement weather or breakdown causing discontinuance of a major unit of the project, during which time employees are not required to be requested to remain on the project by the Employer or his agent.

No show-up time will be applicable when a workman reports in a physically unfit condition to work or fails to report to the jobsite within one hour after being dispatched to a job located within twenty (20) miles from the Union, or refuses to work when assigned by the Employer, or reports to the job and fails to have the traditional tools of the trade necessary to perform the job. The provisions on not paying show-up time as set forth in this Section shall also be applicable to the requirements of paying zone pay to an employee reporting to a zone beyond twenty (20) miles from the Las Vegas Area Free Zone as set forth in Section VIII of the Agreement. The employee will furnish the Employer with his current address and telephone number at the time of employment.

Carpenters discharged on the first day of employment for inefficiency, insubordination or intoxication, shall receive pay only for hours worked. Carpenters who voluntarily quit shall receive pay only for hours worked.

DISCHARGED EMPLOYEE: Employees receiving notice of termination for any reason shall be allowed a reasonable time (not less than fifteen (15) minutes) before the end of the regular work day to assemble their tools in addition to the normal pickup time prevailing on the job.

After the third (3rd) day of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to the grievance and arbitration provision of the Agreement. The individual Employer during the first three (3) days of employment may reject or discharge any employee for any reason. Discharge for cause shall be in writing to the employee.

SECTION XII PRE-JOB CONFERENCE

Pre-job conferences on all projects covered under the terms of this Agreement shall be held as follows:

(1) The individual Employer shall at his option or at the option of the Union or Regional Council, call for a pre-job conference. If the Union or Regional Council desires, it shall be entitled to a pre-job conference solely with the individual Employer. The individual Employer may include his subcontractors at such conference.

(2) The individual Employer shall advise the Union or Regional Council, in writing, at all times of the names (including trade names and names of individual proprietors or partners who signed the subcontract) and addresses of all subcontractors or his subcontractors employed or to be employed or, contracted with for services to be performed under this Agreement. Such written notice shall be made at the pre-job conference or ten (10) days prior to the commencement of work by any such subcontractor.

SECTION XIII PAYMENT OF WAGES

All wages must be paid on the jobsite weekly on Fridays, no later than one-half hour before quitting time. The Employer may not hold back more than seven (7) calendar days pay. When an employee is laid off or discharged, the employee must be paid full at the time of such layoff or discharge. All employees must be paid wages due to them on Fridays or at the time of the layoff or discharge, and if not, then pay shall accumulate for all time that such employee is not paid on the basis of eight hours per day on a seven day basis until payment is made.

When employees are paid by check on other than a local bank, the Employer shall make arrangements for a local bank to honor his checks. The Employer will not require a lien waiver as a condition precedent to the receipt of a payroll check. All wages shall be paid by paycheck only. The individual Employer shall show on the paycheck stubs the individual Employer's name, business address, payroll ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to that payroll period.

Whenever an employee resigns or quits his employment, the wages and compensation earned and unpaid at the time of such resignation or quitting shall be paid within twenty-four (24) hours after a demand therefore. The Employer may not in any case, however, withhold the employee's final check for a period longer than three (3) days unless the delay is caused by circumstances beyond the control of the Employer.

If the Employer lays off men prior to payday, they must pay the men in full at the time of termination of employment. Any employee discharged or laid off in the afternoon shall receive pay

until the regular quitting time of the shift. All employees, upon termination, shall be allowed sufficient time to assemble their tools before leaving the job.

The Employer agrees to furnish such payroll information as may be necessary as requested by the Union in order to determine whether there has been any violation of the wage, fringe benefits, or other conditions of employment of the Agreement.

SECTION XIV UNION REPRESENTATIVE

1. A Union Representative, full-time, credentialed by the Regional Council, or steward shall have access to the job during working hours for the purpose of checking the manner in which the terms of this Agreement are being complied with. He shall make every reasonable effort to advise the individual Employer or his representatives of his presence on the job and shall not stop or interfere with the work of any workman without the permission of the individual Employer or his representative unless the Union Representative determines that there has been a violation of the Agreement by the Employer. No Union Representative, or steward shall be discriminated against for performing his duties under the Agreement.

Stewards

The steward is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business representative, who shall immediately attempt to adjust the grievance or dispute with the Employer or his representative.

The steward shall be a working employee selected by the Union who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of his steward's duties as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously, as possible, and the Employer agrees to allow the steward a reasonable amount of time for the performance of his duties, including, in addition to his normal duties, obtaining information on safety and sanitation.

The Union shall notify the Employer or his representative in writing, of the appointment of the steward. The Employer or his representative can lay off or discharge the steward for cause only and the Employer shall notify the Union, in writing, of his intention to do so one (1) full working day prior to such layoff or discharge on projects within fifty (50) miles of the hiring hall, and give two (2) working days notice on projects located over fifty (50) miles from the hiring hall.

It is recognized by the Employer that the employee selected as the steward shall remain on the job whenever carpenter overtime is worked and as long as there is work he is qualified to perform. The steward shall not be discharged or laid off for the performance of his Union duties.

SECTION XV

NO STRIKES - NO LOCKOUTS SETTLEMENT OF DISPUTES

(a) It is the purpose and the intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedure set forth in this section and that during the term of this Agreement, the Union on whose behalf this Agreement is made shall not, during the term hereof, call, engage in, sanction or assist in a strike against or any slowdown or stoppage of the work of the Contractor, and will require the employees it represents to perform their services for the Contractors on the work described herein when required by said Contractors to do so; and during the term of this Agreement, a Contractor signatory to this Agreement shall not cause or permit any lockout of the employees represented by the Union on whose behalf this Agreement is made on work described herein.

In cases of violation, misunderstanding, or differences of opinion in interpretation of this Agreement by either party, there shall be no cessation or stoppage of work except as in the case where a signatory Employer fails to pay wages due or is delinquent in contributions to any Trust Fund established under this Agreement. Should a controversy, dispute or disagreement arise during the term of this Agreement over the interpretation and operations of this Agreement, the difference shall be adjusted in the following manner:

All complaints, to have any validity, must be filed in writing within twenty (20) days after the matter in dispute or disagreement alleged to have occurred. Errors in paychecks must be filed in writing within ten (10) working days from payday. Upon receipt of written report setting forth in detail the nature of the specific issue or controversy, a representative of the Union and a representative of the Employer shall attempt to reach a settlement of the dispute. If a settlement is not reached within five (5) days, the matter shall be submitted to the Grievance and Arbitration/Administration Trust Fund.

Two (2) members shall be appointed by the Employer involved, or his designated representative, and two (2) members shall be appointed by the Union.

The Fund administrator shall establish procedures for the processing and scheduling of grievances in a timely manner. The Grievance and Arbitration Trust Fund shall have established a panel of independent and neutral arbitrators to hear and determine such grievances and disputes, with authority to issue final and binding awards, including appropriate remedies. The arbitrator's fee and all incidental expenses shall be paid by the Trust Fund.

No jurisdictional disputes involving the Union on whose behalf this Agreement is made shall be submitted under this grievance and arbitration procedure, but shall be determined in the manner provided in Section II of this Agreement. All disputes or grievances arising out of the interpretation or application of any terms or conditions of this Agreement shall be submitted for deter-

mination, and shall be determined by the procedures set forth in this Section XV. It is expressly understood and agreed that in the event of arbitration, the arbitrator, in determining any grievance dispute shall have no authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.

SECTION XVI TOOLS

(a) The individual Employer shall provide on each job a secure place where the employees may keep their tools.

(b) Carpenters and apprentices shall furnish their own tools, but shall not furnish sawhorses, ladders, miter boxes, electric drills, power bits, power operated machines, electric cords, power saws or automotive equipment to be used for the purpose of hauling or delivering the Employer's materials or equipment. Each employee shall arrive on the jobsite with tools in a proper condition. If necessary, the employees shall be allowed a reasonable amount of time during the work week to sharpen their tools on the Employer's time. If the Employer so chooses, he may send an employee's saws to be sharpened by a commercial saw sharpener.

(c) The Employer shall not contract with any workman with any member of the family of a workman employed under this Agreement either by way of a lease, loan, or sale unless such member of the family is engaged in a bona fide licensed regular business regarding such tools.

(d) If any individual employee's full box of working tools is lost by reason of fire, theft or forcible entry while in the individual Employer's care, the individual Employer shall reimburse the employee for such loss up to a maximum of five hundred dollars (\$500.00) within five (5) working days from the date of claim for loss of tools as provided herein, the individual Employer shall acknowledge liability therefore or reject the claim. To implement this section, the individual carpenter shall provide an exact written inventory of tools within five (5) days after starting the job.

SECTION XVII WORKING CONDITIONS

(a) Iced drinking water or, at the option of the Employer, electric coolers, shall be furnished on the jobsite at all times and sufficient sanitary cups furnished. Sanitary toilets must be furnished on all jobs in accordance with the applicable local and state health and sanitation laws. The Employer shall provide a shelter for men to use at lunch time if no vehicle is available in the immediate locality of the project.

(b) The Employer will carry adequate insurance for compensation of injured workmen. The Employer and all employees mutually recognize the need for the provision and maintenance of safe working conditions, the observance of proper safety practices with respect to the use of tools, equipment and supplies, and compliance with all applicable federal and state safety rules and regulations. Employees are required to report work injuries immediately.

tely to the Employer upon occurrence. Employees shall not be required to work under hazardous conditions when the performance of such work is in contravention to applicable Federal and State Safety Rules and Regulations. First aid kits must be provided and maintained on the jobsite.

The Employer will immediately notify the Union by telephone of any industrial accident involving an employee covered by this Agreement that is of a nature that is required to be reported to the State of Nevada under applicable State laws. Where an employee is required to work in a hazardous area where there is a mutually recognized hazard and exposure to possible injury, such employee shall not be required to work alone.

(c) The Employer shall not refuse to hire for employment an applicant who is physically able to perform his work or discharge or discriminate against such an employee, because of any industrial injury incurred by the workman prior to employment or because of the filing of a claim for workers' compensation benefits.

(d) Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wages specified in this Agreement. Any other method of paying employees, such as the use of piecework, bonus systems, quota setting or lumping of the work, shall be deemed a violation of this Agreement. Work performed under this Agreement shall be done by the employees of the Employer on an hourly basis subject to the subcontracting provisions of this Agreement, and the Employer recognizes those sections of the Constitution and Bylaws of the United Brotherhood of Carpenters and Joiners of America which prohibit its members from contracting for labor only. The contracting Employer agrees that all work covered by this Agreement shall be performed by carpenters and that such workmen shall be employees of the Employer or the subcontractor employed under the terms of this Agreement. The provisions regarding piecework and minimum hourly wage rates shall not be applicable in the event a carpenter is employed under Appendix "D" and "E" relating to residential housing and drywall housing construction.

(e) An employee who as a result of an on-the-job industrial injury is unable to complete a full day's work shall be paid for the full day on which such injury occurred, provided, however, that such payment need not be paid where said injury does not require the attention of a physician who has certified the employee's inability to complete the work on that day because of such injury. If the employee is required to keep a doctor's appointment during working hours and such doctor's appointment is the direct result of an on-the-job industrial accident, then his pay will continue for the time he is absent from the job for such doctor's office visit provided he furnishes satisfactory proof to the Employer.

(f) When any protective equipment or clothing is necessary, all such equipment or clothing shall be furnished by the employer.

(g) Employees shall not be discriminated against for failure to work behind a picket line sanctioned by the Building Trades

Council having jurisdiction over the area in which the work is performed.

(h) Neither the Employer nor the Union will discriminate against a person with respect to employment or Union membership because of race, religion, color, sex, age, national origin or ancestry. This provision shall apply to hiring, placement for employment, training during employment, rates of pay, or other forms of compensation and benefits, selection for training including apprenticeship, layoff or termination, and application for admission to Union membership.

(i) The Contractor shall provide or pay for, parking facilities for employees where free parking is not available within the blocks of the job, or one-quarter (1/4) mile, whichever is less. Where payment is applicable, payment shall be made to the center who turns in a parking check stub for reimbursement of actual cost. Such parking check stubs may be turned in weekly or on termination of employment, whichever occurs sooner.

(j) The parties to this Agreement recognize and understand that it would be inconsistent with the industry custom and practice to prohibit individuals, under normal conditions, during the first half of the shift, a 15 minute unorganized break at his or her assigned work area.

SECTION XVIII UNION SECURITY

(a) The following Union Shop clause shall become operative if and when a court of competent jurisdiction should decide that a Union Shop provision as provided herein is lawful within the State of Nevada:

Employees employed by one or more of the Employers subject to this Agreement for a period of eight (8) days continuously or cumulatively shall be or become after the eight day period or eight days after the effective date of this Agreement, whichever is later, members of the appropriate Local Union and shall remain members of the appropriate Local Union as a condition of continued employment.

Membership in the appropriate Local Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for members in the Union.

SECTION XIX SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement, and the parties agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void

ing in contravention of any such laws, rulings, or regulations, nevertheless the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are fully inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are held determined to be illegal or void, they will then promptly enter in lawful negotiations concerning the substance thereof.

SECTION XX FOREMEN

The selection of an individual who will be the carpenter foreman is at the sole discretion of the Employer. It is understood that a foreman shall be an employee employed under the terms of this Agreement and the dispatching and hiring provisions of Appendix "A", and shall receive the foreman's differential pay. Such foreman may work with the tools of the trade except as hereafter provided. Whenever there are four or more journeyman employees, one must be designated as the foreman. When a carpenter is designated as a foreman and is assigned the responsibility of supervising ten (10) or more employees, he shall not be allowed to work as a journeyman except for the purpose of instruction or for incidental assistance to a journeyman or apprentice. In those cases where more than two foremen are employed on the same shift on a single job, there shall be designated a general foreman. Any foreman who does not work with his tools during regular working hours shall not work with his tools on overtime or on Saturdays, Sundays or holidays. For this purpose a Foreman is described as a journeyman who receives direction from a Superintendent or General Foreman to direct, supervise or instruct any group or crew of carpenters, with the knowledge that he or she is responsible for a segment of the project.

SECTION XXI SURETY BOND

A. Each employer signatory to, or bound by, this Agreement shall furnish a Fringe Benefit Payment Bond, letter of credit or similar security in such form as may be approved by the Board of Trustees of the various trust funds as follows:

<u>NUMBER OF EMPLOYEES</u>	<u>FACE AMOUNT</u>
0 - 5	15,000.00
6 - 12	25,000.00
13 - 25	50,000.00
26 - 50	100,000.00
51 - 75	150,000.00
76 or more	200,000.00

B. Said Bonds (or other suitable security) shall be in favor of the currently designated Administrator (or whomsoever the Board of Trustees shall designate) of all the aforesaid Fringe Benefit Trust Funds referred to in this Agreement. In the event an employer fails to furnish a Fringe Benefit Payment Bond (or other suitable security) within ten (10) days after requested, in accordance with the above procedure, the Union shall be relieved of all

obligations under this Agreement insofar as concerns such Employer. In addition, in order to preserve its own interests and protect its members, immediately upon knowledge of any such event, the Union shall authorize and direct its members to refuse to work for such Employer.

**SECTION XXII
EFFECTIVE DATE AND TERMINATION**

This Agreement shall be effective as of July 1, 2001 and shall remain in full force and effect to and including June 30, 2004 and continue in full force and effect from year to year thereafter unless canceled or modified as herein provided. Either party to the Agreement may give written notice to the other of a desire to change, modify or terminate the Agreement at least sixty (60) days prior to June 30, 2004 or June 30 of any succeeding year.

The Union agrees that in the event that either party should exercise its right under the first paragraph of this Section, the Union will for a period of sixty (60) days prior to June 30 of any such year bargain with the Employer with respect to all wage rates, working conditions and hours of employment for this work herein covered and the Employer agrees to bargain in the same manner. If no Agreement is entered into between the parties by July 1 of any year in which such notice shall be given, then this Agreement thereupon shall cease and terminate.

DATE _____

UNITED BUILDERS AND CONTRACTORS ASSOCIATION

ADDRESS 3540 W. Sahara, Suite #505
 Las Vegas, NV 89102
TELEPHONE (702) 892-3734

SIGNED BY: _____

TITLE: _____

DATE _____

**SOUTHWEST REGIONAL COUNCIL OF CARPENTERS AND
AFFILIATED LOCAL UNIONS**

ADDRESS 501 NORTH LAMB BLVD.
 LAS VEGAS, NV 89110
TELEPHONE (702) 453-2206

SIGNED BY: _____

TITLE: _____

APPENDIX "A" HIRING PROVISIONS

In the employment of workmen for all work covered by this Agreement in the territory described, the following provisions shall govern:

(a) The Local Unions shall establish and maintain open and nondiscriminatory employment on work covered by this Agreement.

It is agreed by the Employer and the Union to fully comply with all the provisions of the federal and state laws to the end that no person shall, on the grounds of sex, race, color, national origin, or membership or non-membership in a labor union, be excluded from participation in or be denied the benefits of the terms of this Agreement or otherwise subjected to discrimination by not having full access to the terms of this Agreement. The Union hereby agrees to indemnify and hold harmless the Employer from any losses or damages resulting from any act or omission of the Union in breaching or failing to comply with all such laws and regulations, not however, including court costs and attorneys fees not authorized by the Union.

(b) The Employer shall first call upon the Local Union having jurisdiction for such men as the Employer may from time to time need, and the respective Local Union shall furnish to the Employer the required number of qualified and competent workmen of the classification requested by the Employer strictly in accordance with the provision of this section.

(c) It shall be the responsibility of the Employer when ordering men to give the Local Union all of the pertinent information regarding the workmen's employment, to enable the dispatch of the workmen required.

(d) The Local Union will furnish, in accordance with the request of the individual Employer, such qualified and competent workmen of the classifications needed from among those entered on the employment lists, to the individual Employer by use of a written referral in the following order of preference on a nondiscriminatory 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. All applicants for referrals to jobs shall receive equal consideration for employment without regard to sex, race, creed, color or national origin, in conformity with the requirements of the federal and state laws.

(e) The selection of qualified, competent workmen and the order of preference on dispatching of such workmen shall be on the following basis:

(1) To qualify for referral as a journeyman, the applicant must submit evidence either of satisfactorily having completed a

course in apprenticeship training conducted by or under the DIRECTION (discretion) of the standards of the Bureau of Apprenticeship, United States Department of Labor, or he shall submit satisfactory written proof that he has at least four (4) years experience in the carpenter trade.

(2) The Union shall maintain a register of all applicants so qualified, established on the basis of the groups listed below, each applicant being registered in the highest priority group for which he qualifies:

CARPENTER LIST. Journeyman Carpenters, form builders, setters, layout, finish, framers and welders.

DRYWALL LIST. Journeyman Drywallers, metal framer, acoustic specialists, lathers, layout and welders.

(f) The Employer may request by name any qualified workman whose name is on the out-of-work list. On jobs with no on site or in office hiring or solicitation, then one worker in four (4) must be requested off the top of the list.

(g) The dispatcher at the Local Union in the first instance, in accordance with the provisions of this section, will determine whether a workman is qualified to register and into what group or list he shall be placed. This determination will normally be based upon information or papers which the workman or the Employer supplies. If any doubt exists as to any material matter, the dispatcher may call or otherwise make a prompt investigation to get any facts required.

(h) The Local Union shall post at the hiring hall of the Local Union all Provisions, including the terms of this Agreement and any hiring hall procedures adopted by the Union and not in conflict with terms of the Agreement. Copies of such hiring hall procedures shall be posted in an area where notices to applicants for employment with the individual Employers are customarily posted.

(i) When ordering workmen, the individual Employer will give written notice to the Local Union, if possible, no later than 2:30 p.m. of the day prior (Monday through Friday), or in any event not less than twelve (12) hours, if possible, before the reporting time. In the event forty-eight (48) hours elapse after such notice without the Local Union furnishing any workmen, (Saturdays, Sundays and recognized Holidays exclude) the individual employer may procure workmen from any other source or sources. If workmen are so employed, the individual Employer shall promptly report, to the appropriate Local Union, each such workmen by name.

(j) Subject to the terms of this Section, the individual Employer retains the right to reject any workman referred by the Union for any reason, and the individual Employer may discharge an employee for any cause which he may deem sufficient, provided, however, in the hiring or discharging there shall not be any discrimination on the part of the Employer against any employee for activities in behalf of or in representation of the Union not interfering with the proper performance of his duties. In the event th

Employer does not hire the workman dispatched, the Employer shall pay such workman a minimum of two (2) hours show-up pay at the hourly rate and all fringe benefits for his classification in Zone 1 and a minimum of four (4) hours in Zone 2 & 3.

No show-up time will be applicable when a workman reports in a physically unfit condition to work or fails to report to the jobsite within one hour after being dispatched to a job located within twenty (20) miles from the Local Union Hall, or refuses to work when assigned by the Employer, or reports to the job and fails to have the traditional tools of the trade necessary to perform the job. The provisions on not paying show-up time as set forth in this section shall also be applicable to the requirement of paying zone pay to an employee reporting to a zone beyond twenty (20) miles from the Las Vegas Area Free Zone as set forth in Section VIII of this Agreement.

(k) When requesting an apprentice from the Union and such apprentice is not called by name, then the Union shall dispatch an apprentice from the hiring list in the order that the apprentice has signed the list, regardless of the year of such apprentice's training. Nothing in this subsection shall change the existing practice of (for) hiring apprentices directly by the Employer or calling for an apprentice by name from the Union's hiring list.

(l) The Employer will provide a printed form for handout by the Union at time of dispatch indicating necessary forms of identification required by Immigration to establish eligibility to work under Federal Law.

(m) The use of, or being under the influence of drugs or alcohol (substance abuse) during working hours will not be tolerated. A drug abuse prevention & detection program is hereby adopted incorporated as Appendix "F".

APPENDIX B

CARPENTER WAGE RATES FOR LOCAL #897 JURISDICTION

The geographic jurisdiction of Local Union 897 as defined in Appendix "G" is meant to be the City of Searchlight and all area South in the State of Nevada. An area in California that includes the City of Needles, and an area in Arizona that includes the Cities of Bullhead City, Kingman, Lake Havasu City and Parker. A detailed map provided upon request.

Residential Package (As defined in Appendix "D")

	7/01/2001	
Wage	15.10	
H&W	3.32	
Supplemental Dues	.38	
Apprenticeship	<u>.15</u>	
Total	\$18.95	

Light Commercial Package(As defined in Appendix "E")

	7/01/2001	
Wage	18.01	
H&W	3.32	
Pension A	2.42	
Vacation/Sup. Dues	1.38	(.93/.45)
Apprenticeship	<u>.15</u>	
Total	\$25.28	

Non-Casino Commercial Package(Over \$5 Million)

	7/01/2001	
Wage	21.10	
H&W	3.32	
Pension A	2.42	
Pension B	1.00	
Vacation/Sup. Dues	1.63	1.00/.63
Apprenticeship	<u>.20</u>	
Total	\$29.67	

Casino Work and Public Works Current Master Labor Agreement

These rates will be reviewed annually by the Work Preservation Committee and adjusted as necessary.

NOTES:

Savings Funds: Each Employer will contribute five dollars and nineteen cents (\$5.19) per hour for each hour compensated to millwright employees, by paying into an account maintained in the employee's name at the IBEW Plus Credit Union. The accounts held in each employee's name by IBEW Plus Credit Union shall be subject to such rules and regulations as IBEW Plus Credit Union has adopted or may adopt pursuant to its charter. The Employer's sole responsibility with respect to savings funds will be to pay the amount described in Appendix "C".

See other wage and fringe benefit provisions in Sections V and VI of this Agreement.

MILLWRIGHT APPRENTICE	WAGE SCALE
0- 6 months	65% of journeyman's scale
7- 12 months	70% of journeyman's scale
13 - 18 months	75% of journeyman's scale
19 - 24 months	80% of journeyman's scale
25 - 30 months	85% of journeyman's scale
31 - 36 months	90% of journeyman's scale
37 - 48 months	95% of journeyman's scale

(a) An Employer who employs three (3) journeymen may have one apprentice, and when the Employer employs five (5) or more journeymen, including the foreman, the sixth millwright must be an apprentice when available. Thereafter he must have one additional apprentice for each five (5) journeymen employed when available.

(b) Millwright foremen shall receive not less than 10% more than the hourly wage scale of the journeymen supervised.

(c) No Millwright foreman shall supervise a crew of more than eight (8) men, not including himself. Apprentices shall be included as one of the crew. When a foreman is assigned the responsibility of supervising four (4) or more journeymen, he shall not be allowed to work as a journeyman, except for the purpose of instructing or for incidental assistance to a journeyman.

(d) Where two or more foremen are required, there must be a general foreman who shall receive not less than 10% more than the hourly wage scale of the Millwright foreman supervised. Where two (2) or more foremen are required, the general foreman shall not be allowed to give orders directly to the journeymen millwrights.

(e) Millwrights shall not use anyone as a helper on a job other than a millwright or a millwright apprentice.

(f) Any Millwright reporting for regular work, or called to work, shall be given two (2) hours reporting time in Zone #1 and four (4) hours in Zones #2 & #3, except if not allowed to work because of a situation out of the control of the Contractor. A man shall be paid at the regular wage rate for time required for filling out

papers, fingerprinting, picture passes, or any other similar requirements of the Contractor or Employer. Any retesting of a qualified millwright-welder, taken for the convenience of the Employer, shall be paid for by the Employer, and the welder shall be in the Employer's employ while taking such a test if the welder had been properly certified at his own expense within the preceding twelve (12) months. A millwright-welder shall receive \$1.00 per hour over the millwright hourly wage rate.

(g) Millwrights shall be expected to furnish an adequate complement of tools. The Contractors agree to provide millwrights adequate and dry facilities for the storage of tools. The Employer, whenever practicable, will provide adequate lunch facilities for millwrights. Where a lunchroom is, provided, reasonable efforts shall be made to maintain a comfortable temperature.

(h) Millwrights shall be allowed a maximum fifteen (15) minute period immediately before the end of the shift in which to pick up tools and shall not leave the job until the end of the shift. When millwrights are exposed to conditions such as unusual heat, cold, dust, dangerous fumes or gases, the Employer shall furnish the necessary safety or protective equipment, including clothing and all welding equipment.

(i) The appropriate article of the Union Bylaws governing Millwright Working Rules amended to comply with the National Labor Relations Board requirements shall be the guiding factor for all Union relations not treated in this Agreement.

(j) Insofar as possible, all overtime work shall be distributed equally among the employees available for such work provided that the millwright who is working on a job which goes into overtime shall have the first preference to such overtime work.

(k) Millwrights shall be reimbursed for tools lost as a result of fire or theft by forcible entry, provided a properly priced inventory of millwrights tools placed in the storage shed is furnished to the Employer when the millwright is employed. Replacement or reimbursement for tools lost under the conditions herein described shall be completed no later than when the millwright receives his final paycheck.

(l) In the employment of millwrights for all work covered by this Agreement in the territory described, the following provisions govern:

(1) The Local Union shall establish and maintain open and nondiscriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement. It is agreed by the Employer and the Union to fully comply with all the provisions of federal and state laws to the end that no person shall, on the grounds of sex, race, color, national origin, or membership or non-membership in a labor union, be excluded from participation in or be denied the benefits of the terms of this Agreement, or otherwise subjected to discrimination by not having full access to the terms of this Agreement.

(2) The Employer shall first call upon the Local Union having jurisdiction for such men as the Employer may from time to time need, and the respective Local Union shall furnish to the Employer the required number of qualified and competent workmen of the classification requested by the Employer strictly in accordance with the provisions of this section.

(3) It shall be the responsibility of the Employer, when ordering men, to give the Local Union all of the pertinent information regarding the workmen's employment to enable the dispatch of the workmen required.

(4) The Local Union will furnish to the individual Employer, in accordance with request of the individual Employer, such qualified and competent workmen in the classifications needed from among those entered on the employment lists, by use of written referral in the following order of preference on a non-discriminatory basis, which 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. All applicants for referral to jobs shall receive equal consideration for employment without regard to sex, race, creed, color or national origin, in conformity with the requirements of the federal and state laws.

(5) To qualify for referral as a journeyman, the applicant must submit evidence either of satisfactorily having completed a course in apprenticeship training conducted by or under the direction of the standards of the Bureau of Apprenticeship & Training, United States Department of Labor, or he shall submit satisfactory written proof that he has at least four years experience in the millwright trade.

(6) The selection of qualified, competent workmen and the order of preference on dispatching of such workmen shall be on the following basis:

The Union shall maintain a list of all applicants for employment who are competent and qualified millwrights.

(7) Dispatching shall be carried out in the following order:

(i) Registered millwrights on the list will be dispatched on a first-registered, first-out basis.

(ii) The Employer may request by name from the list any millwright who has previously worked for the Employer in the jurisdiction of the Southwest Regional Council in the past eighteen (18) months. The Employer shall furnish a confirming written statement to the Union setting out the date and job where the millwright previously worked for the Employer.

(8) The dispatcher at the Local Union in the first instance, in accordance with the provisions of this section, will determine whether a workman is qualified to register and into what Group or List he shall be placed. This determination will normally be based

upon information or papers which the workman or the Employer supplies. If any doubt exists as to any material matter, the dispatcher may call or otherwise make a prompt investigation to get any facts required.

(9) The Local Union shall post at the hiring hall of the Local Union all provisions, including the terms of this Agreement and all hiring hall procedures adopted by the Union not in conflict with the terms of this Agreement. Copies of such hiring hall procedures shall be posted in an area where notices to applicants for employment are customarily posted.

(10) An individual millwright shall be removed from his position on the registration lists if he is dispatched to a job, except that any millwright who is rejected by the Employer or fails to complete five (5) full work days shall retain his position on the list, except when said millwright has voluntarily quit.

(11) The Employer shall have the right to select one (1) man on each jobsite or project who has not been selected from the dispatching procedures as set forth in this Agreement. However, such one workman must be registered at the dispatching office of the Local Union prior to his employment and receive a dispatch slip from the Local Union. In the event the Employer hires one (1) workman outside of the working list, the Employer must hire and retain on the job a minimum of one (1) other workman who must be hired in accordance with the dispatching procedures of the section.

(12) It is agreed that paragraph (g) of Section VIII of this Agreement shall not apply to millwrights.

(13) The Employer may not reject any workman referred except for cause. The Employer may discharge an employee for just cause only. In the hiring or discharging, there shall not be any discrimination on the part of the Employer against any employee for activities on behalf of, or in representation of the Union, not interfering with the proper performance of his duties. In the event the Employer does not hire the workman dispatched, the Employer shall pay such workman a minimum of two (2) hours show-up pay at the hourly rate in Zone #1 and four (4) hours in Zones #2 & #3 and all fringe benefits for his classification. No show-up time will be applicable when the workman reports in a physically unfit condition to work or fails to report to the jobsite within one hour after being dispatched to a job located within twenty (20) miles from the Local Union Hall.

(m) In the event millwrights are assigned to work, subject to an agreement in a pre-job conference, on a second or third shift on Friday, millwrights will receive their paychecks on Thursday.

(n) When millwrights are performing work involving the handling of injurious or hazardous substances or equipment (such as abrasives, greases, etc.) the Contractor shall furnish cloth workgloves to such millwrights. Replacements for worn-out gloves shall be furnished on the condition that worn gloves be returned at the time a request for new gloves is made.

(o) Section XVII (j) shall not apply, and refreshment periods or breaks shall be provided based on the past practice of millwrights under this Appendix.

(p) This Agreement shall cover and apply to all work of the individual Employer falling within the recognized jurisdiction of a Millwright Union as spelled out in the UBC Jurisdictional Claims Handbook approved by the General Executive Board of the United Brotherhood of Carpenters and Joiners of America dated January 1, 1961; including but not limited to all recognized tools and equipment of the trade on new construction, repair, modification or maintenance work, including but not limited to all moving of machinery and/or equipment installed by millwrights, making of skids and crates, skidding and unskidding, crating and uncrating, and installation of lubrication and/or hydraulic lines or piping (on machines set by millwrights) that come to the jobsite prefabricated.

The work of the millwrights, as spelled out in the Jurisdictional Claims Handbook referenced in Paragraph (p) above, is as follows: The term "MILLWRIGHTS AND MACHINE ERECTORS" shall mean the, unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintaining and adjusting of all machinery and equipment installed either in buildings, factories, structures, or processing areas, either undercover, underground or elsewhere required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air or chemically; and in industries such as and including but not limited to the following (which are identified for the purpose of description: woodworking plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal and water plants, laundry, bakery, mixing plants, can, bottle and bag packing plants, textile mills, paint mills, breweries and milk processing plants, power plants, aluminum processing or manufacturing plants, and the amusement or entertainment field.

Also included are installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto either assembled, semi-assembled or disassembled.

Further included is the installation of, but not limited to the following: setting of all engines, motors, generators, air compressors and fans, pumps, scales, hoppers, conveyors of all types and sizes and their supports, escalators, man lifts, moving machinery, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and installation of all types of equipment necessary and required to process material either in manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts,

chains, screws, legs, boots, guards, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, reminders, slitters, cutters and wrapping machines; blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants and splicing of ropes and cables.

Additionally included are the laying out, fabrication and installation of protection equipment, including machinery guards, the making and setting of templates for machinery, fabrication of bolts, nuts, pins and drilling of holes for any equipment which the millwrights install regardless of materials; all welding and burning regardless of type; fabrication of all lines, hose or tubing used in lubricating machinery installed by millwrights; grinding, cleaning, servicing and machine work necessary for any part of any equipment installed by the millwrights; and the breaking in and trial run, of any equipment or machinery installed by the millwrights.

When requested in writing by the Millwright Union, individual Employers who are parties to this Agreement shall furnish signed letters promptly on a date mutually agreed upon by both parties, but in no case more than thirty (30) days, on the letterhead of the individual Employer stating he is employing or had employed millwrights on a specific type of work and a specific job and paid the negotiated scale of wages and fringe benefits for such work.

The individual Employer and the Local Union will cooperate promptly in attempting to resolve jurisdictional disputes that may arise on any job or project.

APPENDIX "D"
SPECIAL PROVISIONS FOR
RESIDENTIAL CONSTRUCTION

The following special provisions shall apply for all residential construction for the purpose of this Appendix "D" "Residential" shall be defined as follows:

"RESIDENTIAL" DEFINITION: All residential wood frame construction, not more than four (4) stories in height above the exterior grade, such as, but not limited to, single family dwellings, condominiums, townhouses, apartment houses and mobile home parks. Hotels, motels and assisted living facilities are expressly excluded.

Except as specifically set forth in this Appendix, each and every term and condition of the Labor Agreement shall apply to the Employer and Union. The Union reserves the right to enter into a specific housing agreement based on need and conditions deemed necessary with that individual employer.

APPENDIX "E"
LIGHT COMMERCIAL
CONSTRUCTION

(a) The following special provisions for Light Commercial Construction shall apply:

(1) "LIGHT COMMERCIAL" DEFINITION:

All wood frame, concrete block, tilt-up and poured-in-place concrete construction not more than four (4) stories in height, such as, but not limited to, shopping centers, stores, office building, warehouses, and fast food establishments, but excluding hotel-motel gaming projects where a Nevada unlimited gambling license or live gambling will be in effect; and where the total cost of the project does not exceed five million dollars (\$5 million), including curb, gutter and sidewalk.

The light commercial project definition, as stated above, shall apply to a tenant improvement project, regardless of the number of stories, on work in an existing structure which is not part of a new project.

Requests to apply provisions of the Light Commercial, Appendix "E" to projects over the five million dollars (\$5 million) limit, and where the project meets the definition in paragraph (a), and where non-union competition exists, are encouraged. Application should be made directly to the Union on forms provided. These forms include information as to bid date, other bidders and relief requested. The form may be obtained from employer associations or directly from the Union. Requests must be received at a minimum of five (5) working days prior to bid date.

All light commercial projects, as defined above, the minimum hourly rate shall be seventy-five percent (75%) of the current Journeyman carpenter's rate, plus the current contribution of Pension B, plus the current Journeyman rate for vacation (exclusive of dues check-off), shall constitute the rate of pay for Journeyman under Appendix E of this Agreement.

Apprentices shall have their percentage rate plus Pension B and vacation when appropriate.

The provisions of Appendix "E" shall not apply on public works projects covered by the Davis Bacon Act or other prevailing wage regulations.

Except as specifically set forth in this Appendix, each and every term and condition of the Master Labor Agreement shall apply to the Employer and Union

A. VACATION SAVINGS PLAN, HEALTH AND INSURANCE PLAN, PENSION PLAN, APPRENTICESHIP TRAINING, GRIEVANCE AND ARBITRATION/ ADMINISTRATION AND CARPENTERS-CONTRACTORS COOPERATION COMMITTEE.

The Employer shall contribute to each of the Trust Funds

as provided in Section VI of the master labor Agreement in the amounts set forth unless modified in this Appendix E.

WAGE RATES AND FRINGE BENEFITS

<u>Journeyman Carpenter</u>		<u>Craft Assistant (Stocker/Scraper)</u>	
<u>7/01/2001</u>			
Wages	22.43	Wages7/01/01	12.50
<u>Fringe Benefits</u>		Wages7/01/02	13.00
Pension A	2.42	Wages7/01/03	13.70
Health & Welfare	3.32	<u>Fringe Benefits</u>	
Supplemental Dues	.63	Annuity B	1.00
Apprenticeship	.35	Health & Welfare	3.32
C/CCC	.10	Supplemental Dues	.25
Grievance & Arb.	.05	Apprenticeship	<u>.15</u>
National Apprent.	<u>.04</u>	Total	4.72
Total	6.91		+ wage
	+ wage		
<u>Concrete Specialist</u>			
Wage 7/01/01	17.50		
Wage 7/01/02	18.00		
Wage 7/01/03	18.50		
<u>Fringe Benefits</u>			
Pension Annuity B	1.00		
Health & Welfare	3.32		
Supplemental Dues	.50		
Apprenticeship	<u>.15</u>		
Total	4.97		
	+ wage		

Concrete specialists and craft assistant categories may be used by contractors on work that meets the definition in this Appendix. They are not required to do so.

Other modifications can be made to the wages and fringe benefit contribution rate on a project basis by utilizing the Work Preservation Committee on work defined in this Appendix.

If either party wants to reopen Appendix E to renegotiate wages or fringe benefit contributions, such party must provide the other party written notice at least 30 days prior to July 1, 2002.

2. OVERTIME

The conditions as set forth-in Section IX in this Master Labor Agreement shall apply unless modified under this Appendix.

3. OTHER PROVISIONS

When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours' pay at the straight time

rate of pay.

Overtime: Time and one-half (1x1/2) shall be paid for the first four (4) hours outside of the regular scheduled shift Monday through Friday and the first twelve (12) hours on Saturday. All overtime on Sundays and Holidays shall be paid at double (2x) time.

In the Light Commercial Industry the Employer may employ a ratio of (1) one Apprentice (1) one Craft Assistant, and (1) one Concrete Specialist, for every Carpenter Journeyman. These Non-Journeyman will work under the direct supervision of the Carpenter Journeyman and will perform, but not be limited to such duties as stocking, scrapping, nailing off, clean-up and any other ancillary duties assigned to them by the Journeyman, they are assigned to work with.

Apprentices will be dispatched at the appropriate percent of wages for the Light Commercial Journeyman rate with benefits as specified in section V of the Master Labor Agreement except as modified in Appendix E.

Unless otherwise specified, all other provisions and/or conditions as set forth in the Master Labor Agreement shall apply.

APPENDIX "F" DRUG ABUSE PREVENTION AND DETECTION

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

(a) It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.

(b) All applicants or newly hired employees will undergo a drug test at the direction of the Employer, but not later than five (5) days after commencement of work, at a facility agreed upon by the Employer and the Union. The cutoff levels for both the initial test and the confirmation test will be those established by the Federal Department of Health and Human Services. The facility where the sample is tested will be approved by the Federal Department of Health and Human Services. The Employer agrees to pay each applicant or employee who takes and passes the drug test for all the time it takes to undergo the drug test up to a maximum of two

(2) hours travel time plus lab time. If an employee fails the drug test and has time coming to him or her, the employer may withhold the cost of the drug test from the final check.

(c) Applicants not passing the drug test will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug test will be removed from the Employers payroll. The Employer agrees to pay the cost for administering the drug test.

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

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

(f) There will be no individual random drug testing by the signatory Employer.

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

(h) A sufficient amount of a sample shall be taken to allow for an initial test and confirmation test. The initial test will be an Enzyme Multiplied Immunoassa Technique (E M I T). In the event a question or positive result arises from the initial test a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography-Mass Spectrometry (G C/M S). The cutoff levels for both the initial test and confirmation test will be those established by the Federal Department of Health and Human Services. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one (1) year. Collection and transportation of each sample must be done in accordance with the procedures mandated by the Federal Department of Health and Human Services.

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

(j) Any dispute which arises under this drug and alcohol

policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.

(k) In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug and alcohol policy, the Employer will notify the interested Unions in writing prior to implementing such policy.

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

(m) The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.

(n) The Employers will be allowed to conduct periodic job-site drug testing on construction projects until completion of work under the following circumstances:

The entire jobsite must be tested including all employees of the Employer.

(2) Prior to start of periodic jobsite testing the Employer will notify the Union in writing.

(3) Analysis shall be conducted by a Federal Department of Health and Human Services certified lab.

(4) The parties agree to investigate the possibility of industry-wide pre-hire and random drug testing. Should this plan be enacted, the Employers will contribute up to .02¢ per hour for same.

(o) This policy will become effective July 1, 2001.

APPENDIX "G" SPECIAL WORK RULES FOR PILEDRIVERS

(a) The Employer and the Unions agree that the terms and conditions of the following Agreements will apply in Southern Nevada for all piledrivers and divers and tenders' work as described in such Agreements with the exceptions hereinafter set forth.

(b) For all work in Southern Nevada, the Employer and the Unions agree to apply the terms and conditions of the Master labor Agreement between the Southern California General Contractors and the United Brotherhood of Carpenters and Joiners of America, dated July 1, 1988, and its' successor agreements, and make further reference to the following portions of the Agreement:

Appendix "A" of the above referenced Agreement attached.

(1) Special Working Rules for Divers on Construction Work, Southern California Carpenters Master Labor Agreement, Appendix G, attached.

(2) Piledriver Apprentices, Southern California Carpenters Master Labor Agreement, Paragraph 1802.4.

(c) All employees employed under this Appendix shall receive twenty cents (\$.20) over the journeymen carpenters rate for the appropriate area as set forth in the Carpenter Labor Agreement for Southern Nevada.

(d) A piledriver foreman shall receive not less than ten percent (10%) more than the hourly wage rate of the journeyman under his supervision.

(e) An employee who has been a bona fide resident of the Las Vegas area for six consecutive months preceding his employment, assuming the Employer has complied in hiring such employee with all the hiring procedures of the Agreement set forth in paragraph (b) of this Appendix, shall be compensated for travel and/or subsistence in accordance with Section VIII of the Southern Nevada Carpenters Agreement.

(f) If the employee working under paragraph (e) is not a bona fide resident of the Las Vegas area, as set forth in paragraph (e), or the Employer has not complied with all of the hiring procedures of the Agreements, such employee shall be entitled to receive all subsistence and travel pay as set forth in the Agreements.

(g) On required crew sizes, the Employer and the Piledrivers Union, by mutual agreement, may modify the crew sizes.

(h) Any employee working under this Appendix shall have the option of designating the appropriate health and welfare or pension or vacation fund that the Employer shall make contributions to either in Southern California or Southern Nevada. The employee's designation of a trust in a specific area shall mean that all such fringe payments be paid to the trust funds in one area only. If the total fringe package is less than that specified in this Agreement, the difference shall be paid on the check without being multiplied by overtime. In the event the employee designates such contributions to be made to trust funds in the state of California, the Employer agrees that he does irrevocably designate and appoint Employer members of such Trust Funds as his attorneys in fact for the selection, removal and substitution of Trustees or Board members as provided in the Trust Agreements or plans and as may be hereinafter provided by or pursuant to said Trust Agreements or Plans.

(i) The provisions of Article II, paragraph 206 of the Master Labor Agreement between the Southern California General Contractors and the United Brotherhood of Carpenters and Joiners

of America shall not apply in the State of Nevada unless a court of competent jurisdiction determines that a union, shop provision is lawful within the State of Nevada.

(j) The General President's letters dated May 9, 1955; December 12, 1967; and February 18, 1970 clarifying work jurisdiction, are incorporated in this Agreement by reference and will be specified in a Local 2375 supplement.

**EXCERPTS FROM THE SOUTHERN CALIFORNIA
MASTER LABOR AGREEMENT
FOR REFERENCE ONLY**

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

The following material is for reference from the Southern California Master Labor Agreement and pertains to Piledrivers and Divers only.

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

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

2. **SUBSISTENCE:**

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

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

(a) Thirty dollars (\$30.00) per workday as a subsistence allowance, except where there are work stoppages by an Act of God or conditions beyond the control of the Contractor.

(b) In the event Employees provide their own transportation, they shall receive twenty-five (25) cents per mile for transportation expense between the Local Union office or Call Board and the center of the construction jobsite and/or sites on the project, at the beginning and conclusion of their employment. The return transportation expense will not be payable if the Employee quits his job before work is completed or before thirty (30) calendar days, whichever is sooner or if he is discharged

for cause. Notwithstanding any of the above conditions no employee shall receive subsistence or travel allowance for jobsites located in the free zone.

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

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

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

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

8. **PRE-JOB CONFERENCE:**

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

9. **TRAVEL TIME:**

The Contractor agrees to pay travel time each way from the point of embarkation to the jobsite. This paragraph applies to travel time involved from the point of embarkation to the site of all offshore construction projects. Time paid for travel time is to be paid at the straight-time rates on any day of the week and is not to be counted for overtime computation.

10. **CERTIFICATION TEST:**

Any special certification test of a qualified Pile Driver Welder, taken for the convenience of the Contractor, shall be paid by the Contractor. Before a qualified Pile Driver Welder commences the welding test, he shall be placed on the payroll of the Contractor. A qualified Pile Driver Welder is one who has passed a qualification test, acceptable to the Contractors, given by a recognized testing laboratory within the area covered by this Agreement. The individual Employer shall furnish the Pile Driver Welder with a copy of the certification papers if he remains on the job to its completion or for thirty (30) days, whichever comes first.

11. **CREW SIZE:**

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

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

Pile Driver, Water Rig, Swinging or

Stable Leads from Derrick Crane or A-Frame on Scow or Barge.....	3 men and 1 foreman
Pile Driver (Crawler or Crane) Swinging or Stable Leads	3 men and 1 foreman
Driving Wicks	1 (One) man
Vibratory Hammer for Driving Pile.....	3 men and 1 foreman
Lagging Hammer, (pneumatic) Swinging from Line of Power Equipment of any kind	2 (two) men*
Derrick Barges	2 men and 1 foreman
When working with other trades	1 man and 1 foreman
Floating Rig, placing A-rock.....	2 (two) men*
Derrick Barge used to overhaul or set oil pipeling moorings at the site of operations (exclusive of Divers and Tenders)	5 men and 1 foreman

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

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

WORK RULES:

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

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

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

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

16. **WORK ASSIGNMENTS:**

Pile Driver Employers shall furnish the Pile Driver Local Union 2375 with signed letters on the letterhead of the individual Employer,

when requested, stating they have employed pile driver men on a specific type of work and paid the negotiated scale of wages on any jobs which the individual Employer has performed with pile driver men. The foregoing refers to work outside Carpenter classifications.

17. **CREOSOTE:**

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

18. **CERTIFIED WELDER:**

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

19. **OVERTIME RATES:**

All overtime Monday through Saturday shall be at the rate of one and one-half (1 & 1/2) times the regular straight time hourly rate. All hours worked on Sundays and Holidays shall be paid at double the straight time hourly rate. (See Tide Work Schedule for Tide Work.)

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

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

**CLARIFICATION OF CARPENTER
PILE DRIVER WORK**

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

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

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

As indicated in the matter supplied to the Subcommittee from the

General Office, we found that the main points of difference existing between the branches of our membership on the West Coast were:

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

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

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

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

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

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

Signed M. A. Hutcheson
General President

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Driver classification as plainly stated in Paragraph (6) of the General Executive Board's finding.

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

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

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

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

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

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

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

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

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

- A. (1) In the construction of water front and marine facilities, such

as docks, piers, wharves, bulkheads, jetties and similar structures, the Pile Driver classification shall continue to apply, up to and including the decking thereof.

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

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

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

Any other form work above the cap, pertaining to the construction operations herein noted above, shall be performed under the Carpenter classification. This shall also include bridges over 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 form work for the pier or piers in the water area, and the pier or abutment, on land, nearest to the water's edge, shall be under the Pile Driver classification. This shall include the fabrication and erection of the form work to the top of the pier, column and abutment supporting the steel and/or any other superstructure.

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

B. Building Foundations

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

C. Capping of Piles or Form Work on Tank Foundations

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

D. Base Foundations for Machinery, Equipment and Stanchions

The fabrication and erection of all forms for machinery, bases, equipment or stanchions shall be under the Carpenter classification, irre-

spective of the use of piles or caissons.

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

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

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

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

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

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

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

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

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

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

Clarification

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

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

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

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

APPENDIX G

Special Working Rules for Divers on Construction Work

ARTICLE I

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

It is understood that there may be other agreements affecting the employment of Divers under Appendix G. The terms and conditions of these agreements will be available to any Employer signatory to this Agreement.

The terms of this Appendix G Diving Agreement are open to further negotiations when the Employer and Union agree that a specific project requires further evaluation.

ARTICLE II DEFINITIONS:

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

2. **STANDBY DIVER:** A Stand-By Diver is a person required to be on duty for any day or part thereof, but who has not been required to descend below the surface of the water or any liquid medium or be put

under pressure in a chamber. A Stand-By Diver is also a person, dressed in at the dive location, immediately available to assist a Diver in the water for safety purposes.

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

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

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

6. **FSW:** Feet of Sea Water or equivalent static pressure head.

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

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

ARTICLE III PAY SCALES

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

A. STANDBY DIVER

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

B. DIVER DIVING:

1. A Diver who is required to wet dive from the surface shall receive the Diver's regular hourly rate, plus a wet pay rate equivalent to the Diver's regular hourly rate, for depths up to and including 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 Diver's regular hourly rate plus wet pay as determined above.:

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

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

3. Premium Rates for Diving in Enclosures:

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

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

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

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

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

In excess of 200 feet, an additional One Dollar (\$1.00) per foot.

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

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

C. MANIFOLD TECHNICIAN:

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

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

D. TENDER:

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

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

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

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

G. MISCELLANEOUS:

(B) This Agreement does not include any gear or special equipment rentals.

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

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

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

**ARTICLE IV
SAFETY & HEALTH WORKING RULES**

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

Safety shall have the highest of priorities in this Agreement.

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

B. At this time are three (3) sets of rules governing diving safety.
a) CAL-OSHA
b) Federal OSHA
c) U.S. Coast Guard

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

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

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

DEPTHS (FSW)**TIME**

40'	240 minutes
50	190 minutes
60'	150 minutes
70'	120 minutes
80'	115 minutes
90'	95 minutes
100'	85 minutes
110'	75 minutes
120'	65 minutes
130'	60 minutes
140'	55 minutes
150'	50 minutes
160'	45 minutes
170'	40 minutes
180'	37 minutes
190'	30 minutes
200'	20 minutes
210'	20 minutes
220'	15 minutes

These total bottom times for dives to depths of 99 FSW or less will not be exceeded in a 12 hour period. These total bottom times for depths of 100 FSW or greater will not be exceeded within a 24 hour period.

F. For surface oriented hose mixed gas diving, Divers subject to ambient pressure of the depths listed will not be required to remain on the bottom for a total bottom time longer than the time limits set below:

DEPTHS**TIME**

200 ft. to 230 ft	80 minutes
230 ft. to 250 ft	60 minutes
250 ft. to 300 ft	35 minutes
300 ft. to 350 ft	30 minutes
350 ft. to 400 ft	20 minutes

**ARTICLE V
SUBSISTENCE AND TRAVEL**

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

B. On jobs located ninety (90) or more road miles from the Local Union to the center of the construction jobsite and/or sites on the project

over the most directly traveled route, employees shall be compensated on the following basis:

1. Forty-five dollars (\$45.00) per workday as a subsistence allowance, except where there are work stoppages by an Act of God or conditions beyond the control of the Contractor.

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

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

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

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

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

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

F. The Contractor agrees to pay travel time each way from the point of embarkment to the jobsite. This paragraph applies to travel time involved from the point of embarkation to the site of all offshore construction projects. Time paid for travel time is to be paid at the straight-time rates on any day of the week and is not to be counted for overtime computation.

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VIII
TYPE OF WORK WITHIN THE JURISDICTION
OF THIS AGREEMENT**

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

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

**ARTICLE IX
SAFETY**

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

SAFETY SHALL HAVE THE HIGHEST OF PRIORITIES IN THIS AGREEMENT.

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

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

D. Diver Fatigue. All divers making mixed-gas dives must have at least eight hours of sleep within the last 24 hours.

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

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

A. DEFINITIONS:

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

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

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

4. SATURATION MODE OF DIVING

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

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

WAGES, HOURS AND WORKING CONDITIONS

CONDITIONS:

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

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

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

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

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

a. SHORT DURATION DIVING

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

b. SHORT DURATION BELL/VEHICLE DIVING

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

c. SATURATION DIVING

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

d. DIVING FOREMAN

A diving foreman shall receive a diver's hourly wet pay plus \$1.50 per hour. Foreman shall not dive except in a life threatening emergency.

e. DIVER'S ASSISTANT FOREMAN

A diver's assistant foreman shall receive the diver's hourly

wet pay, plus \$1.00 per hour.

f. DIVERS RATE

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

g. TENDER'S RATE

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

h. MANIFOLD OPERATOR

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

i. SURFACE RCV AND ROV OPERATOR, wage scale same as Piledriver Foreman.

j. SURFACE RCV AND ROV TENDER/TECHNICIAN wage scale same as Piledriver.

k. SATURATION DEPTH PAY BONUS

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

l. SHORT DURATION DIVES USING THE BELL/VEHICLE

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

m. STANDBY ALERT TIME: Standby alert time on beach shall be one standby shift per 24 hours. Increased bottom times and depths may be negotiated between the Contractor and the Union as new experiments may prove feasible.

6. HOURS AND OVERTIME

a. SUPPORT PERSONNEL

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

b. SATURATION CREWS

Overtime for people under Saturation begins Friday midnight and ends midnight Sunday. The following holidays, or days celebrated as such, shall be paid at double the straight-time rate: (1) New Year's Day, (2) Memorial Day, (3) Independence Day, (4) Labor Day, (5)

Veteran's Day, (6) Thanksgiving Day (7) The day after Thanksgiving Day and (8) Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday.

c. SHIFT PERSONNEL WHEN BILLETED OFFSHORE

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

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

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

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

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

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

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

c. **Saturation Crew Breakdown**

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

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

porary basis to replace him.

8. DIVING CREW STEWARD

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

9. HIRING

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

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

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

C. GRIEVANCE PROCEDURE

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

D. COVERAGE

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

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, AFL-CIO, and shall include, but not be limited to, such work as described as follows:

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

E. Area of Jurisdiction

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

NOTES