

## PREAMBLE

THIS AGREEMENT between the Associated General Contractors of Alaska, Inc., and the Pacific Northwest Regional Council of Carpenters (PNWRCC) and affiliated Local Unions exercising jurisdiction over the State of Alaska is a successor principal Agreement of the 2017 - 2021 Agreement and all other prior Agreements between the Associated General Contractors of Alaska, Inc., and the aforementioned Unions.

Where the words Contractor(s) or Employer(s) hereinafter appears in this Agreement it shall mean Employers and/or other parties signatory to this Agreement. Where the word Union or Unions hereinafter appears in this Agreement it shall mean the Pacific Northwest Regional Council of Carpenters (PNWRCC) and affiliated Local Unions unless otherwise stated.

All terms of the male gender hereinafter referred to shall be deemed to include the female gender and vice versa. All terms referring to Carpenters shall be deemed to include all classifications of Employees under this Agreement unless otherwise noted.

### **Carpenters and Piledriver and Jurisdiction**

The area jurisdiction of each local Union signatory hereto shall be as established by the General President of the United Brotherhood of Carpenters and Joiners of America.

The headings used in this Agreement are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

## WITNESSETH PURPOSE OF THIS AGREEMENT

It is the purpose of this Agreement to assure a supply of competent and capable Employees for the performance of the work undertaken by the Employers; to maintain a continuity of employment to the persons employed; to insure amicable labor-management relations; eliminate work stoppage or delays in the prosecution of all work undertaken by the Employer; improve the competitive position of the organized sector of the construction industry, and to record the terms of agreement with respect to rates of pay, hours of work, and other conditions of employment arrived at through the process of collective bargaining. It is also the intent of this Agreement to recruit, train, and employ members of minority groups, as defined by the Office of Equal Employment Opportunity.

The Employers and the Union agree that there shall be no unlawful discrimination in hiring, referral, or any aspect of employment. No Employee shall be discriminated against for upholding Union principles; and any Employee who works under the instruction of the Unions, or who serves on a committee, or as a delegate in or out of the Union's jurisdiction, shall not lose their position nor shall an Employee be discriminated against for any of above mentioned reason. When an Employee will be absent from their place of employment on Union business for one work week or more the Unions agree to advised the Employee to timely notify the Employer prior to said Employee's absence.

In order to insure that the above provision for absences of one work week or greater shall not result in any direct expense to the Employer, the Union agrees to pay all expenses which may result from compliance with this provision including any travel expense and travel pay due to Union members, including the Employee and the Employee's replacement if the Employer decides that such replacement is necessary and timely notifies the Union. It is agreed that no damages will be assessed against the Employer as a result of compliance with this provision. This provision applies to Union business only and not to training.

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2021 - 2024  
AGC \_\_\_\_\_

Carpenters *SGS*  
PNWRCC \_\_\_\_\_

Collective Bargaining Agreement

**ARTICLE ONE  
PARTIES AND TERRITORY AFFECTED**

**Section 1. Parties:**

The term "Union" shall refer to the Pacific Northwest Regional Council of Carpenters (PNWRCC) and affiliated Local Unions of the United Brotherhood of Carpenters and Joiners of America, exercising jurisdiction within the legal boundaries of the State of Alaska. The Term "AGC" shall refer to the Associated General Contractors of Alaska, Inc. For the Purposes of this agreement the AGC is not acting as an agent or collective bargaining representative for any employers who are or may become signatory to this agreement.

**Section 2. Union Recognition and Employee Coverage:**

The provisions of this Agreement shall be binding upon the Employers and the Union. The Employers recognize the Union as the exclusive bargaining representative for all craft classifications employed within the scope of the Agreement.

**Section 3. Subcontracting – Uniform Conditions:**

If a contractor bound by this Agreement contracts or subcontracts any work covered by this Agreement to be done at the job site of the construction, alteration, or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall encourage such subcontractor to be bound to all the provisions of the Agreement.

If the Employer is unable to find qualified Union subcontractors, this section will be waived provided that any of the following conditions are exhausted:

- a. If the contractor receives three (3) qualified union subcontractor bids on any one segment of work covered by this agreement, the contractor will select and use one of the union subcontractors.
- b. If three (3) qualified union subcontractor bids are not received on any segment of work covered by this agreement, then the Employer may use the non-signatory subcontractor provided the non-signatory subcontractor's bid is more than 5% lower than the lowest Union subcontractor bid.
- c. When the Employer is obligated to satisfy subcontracting requirements, the Union and the Employer will agree to waive this provision
- d. It is understood that this provision applies only to work jurisdiction claimed under this agreement.

**Section 4. Favored Nations:**

If the Union enters into any agreement with any individual employer or group of employers performing work on any project or in any geographical area covered by the terms of this Agreement and that Agreement provided for more favorable wages, hours or conditions to any other Employer, the Employers signatory hereto, after sending written notice of such intention, shall be afforded the privilege to adopt such other agreement in full with respect to that geographical area and/or project(s).

For special conditions or wages relating to a particular project, the Employer has the obligation of contacting the Union prior to bid to ascertain the special wage or condition.

The Union will provide the AGC Multiemployer Group and such signatory employers with a true copy of any agreement signed by any employer that covers work recognized as field construction work that differs in any material way from the working terms and conditions or wages contained in this agreement within five (5) calendar days of such signing.

**Section 5. Effect of Other Agreements:**

Provisions of national union agreements or specific project agreements that the Employer is signatory to and which may conflict or differ with the terms of this Agreement shall take precedence.

**ARTICLE TWO  
DURATION, MODIFICATION AND CHANGES**

**Section 1. Duration, Modification and Changes:**

This Agreement shall become effective July 15, 2021, and shall continue in full force and effect through June 30, 2024 and thereafter from contract year to contract year, and will apply to all construction work in Alaska to be performed by the Employers, unless notice is given in writing by the Unions or the Employers to the other party no less than sixty days prior to the expiration of any such contract period of its desire to modify, change, amend, or terminate this Agreement; and in such case, the Agreement shall be open for modification at the expiration of the contract period within which such notice is given. Upon receipt of said notice, the signatory Union and the Employers shall commence negotiations within thirty (30) days.

There shall be no retroactivity from the date of ratification by both parties for any wage, fringe or cost related work rules change.

**ARTICLE THREE  
REOPENER**

**Section 1. If Invalidated by Court:**

In the event that any of the provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid for any cause, such invalid provisions shall be deemed to be non-existent, and the remainder of the Agreement shall continue in full force and effect. The parties hereto agree that on some mutually agreeable date they will commence negotiations as to such invalidated and other affected portions of this contract.

**Section 2. Request to Reopen Selected Article(s):**

If mutually agreed either party may give thirty (30) days written notice to the other party prior to June 30, 2024, or any year thereafter that they desire to renegotiate selected Article(s) of this Agreement. If either party gives such notice that they desire to renegotiate selected Article(s), that notice and renegotiation shall not terminate the Agreement, and the Agreement shall continue in full force and effect until modified by the renegotiated Article(s).

**ARTICLE FOUR  
HIRING OF CRAFT PERSONS**

**Section 1. Requesting Manpower:**

Employers shall hire qualified Craft persons by calling the Union. The Employer, when requiring Craft persons for any job, shall notify the Local Union office stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of Craft persons required.

## Section 2. Responsible Representatives:

To avoid duplication of orders and to provide an orderly hiring procedure, the Employers agree to designate responsible representatives for each project whom the Union shall recognize as the agents of the Employers with authority to hire.

Furthermore, the Union shall be notified as to the names of the authorized representatives and the parties mutually agree that the employment will be made only through such persons designated by the Employers.

## Section 3. Hiring Hall:

- a. The Unions signatory hereto shall maintain an exclusive hiring hall and may solicit workers, both union and non-union, for registration to fill requisitions for workers. The Employers reserve the right to reject any job applicants referred by the Union with the disclosure for reason for rejection to the Union.
- b. The Unions agrees that there shall be no discrimination on their part against non-union workers in the operation of such hiring hall, and referral of applicants for employment shall in no way be based on or affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.
- c. The Employers and the Unions agree that there will be no discrimination in hiring or referral of workers or applicants provided, further that notwithstanding these hiring hall provisions, the Union when requested by an Employer, shall dispatch to allow an Employer to comply with: state or federal affirmative action requirements; any other local, state or federal law; or any reasonable and lawful contractual obligation imposed by an Owner.

## Section 4. Drug-Free and Alcohol-Free Workplace:

- a. **Drug-Free and Alcohol-Free Workplace:** Labor & Management are committed to providing Employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of Employees and to promote a productive workplace, and protect the reputation of Labor and Management and the Employees. Consistent with those goals, the Employer prohibits the use, possession, distribution or sale at its employment sites, of drugs, drug paraphernalia or alcohol. The Union recognizes the Employer's right to develop and implement a drug-screening program. The Employer agrees to pay the cost for such drug screening. The Employer will designate the facility to conduct the drug/alcohol screening. Within the limits permitted by applicable Federal or State laws and/or owner regulations, the Employer has the prerogative to test Employees for drug/alcohol usage, and to refuse employment or terminate those who test positive.
- b. **Drug and Alcohol Screening:**  
Workers required by the Employer to take a pre-employment drug and alcohol screening will not be on the payroll of the Employer or paid during drug and alcohol screening. If the Employee is put to work while they are awaiting the results, they will be paid for time worked. The Employer will pay for all drug and alcohol screening. In situations where members fail a pre-employment drug/alcohol test, that member shall be removed from the out of work list and ineligible for dispatch for 1 week.

## Section 5. Referral of Workers:

- a. When placing orders for workers, the Employer may make specific requests for workers from the out-of work list regardless of their position on the list.
- b. Open calls for workers shall be placed to the Local Union Hall Monday through Friday and be filled from the list in the order in which their name appears as per the hiring hall procedures, providing they are available, qualified, and willing to work.

- c. Separate lists will be established and maintained for registered apprentice workers and referrals shall be made in rotation recommended by Joint Apprenticeship Committee.
- d. In the event that the referral facilities maintained by the Union are unable to fill the requisition from any Employer for workers within a forty-eight (48) hour period after such requisition is made by the employer (Saturdays, Sundays, and Holidays excepted), the Employer may employ applicants without reference to the referral procedure. In such an event, the Employer will notify the Union of the names and dates of such hiring within forty-eight (48) hours of such hiring.
- e. Upon request the Union will assist the Employer with determination of applicants domicile or residence.

**Section 6. Referral Disputes:**

Any and all disputes arising out of work registrations, work referrals and the preparation of the referral registration lists will be submitted to the Union. Any applicant or registrant shall have a right to present any dispute arising out of and relating to the operation or functioning of the job referral plan to the Union.

**Section 7. State or Federal Law:**

It is not the intent of this Article to in any way violate State or Federal Law or regulation and the development of any such situation shall be cause for immediate negotiations between the signatories to this Agreement to correct the language. In the event that, as a result of a charge or suit against any party to this Agreement (to include any member of the Associated General Contractors of Alaska, or any Employer who adopts and works under this Agreement), any section or provision hereof or the entire Agreement shall be declared or held to be invalid or illegal by any authorized Board or Court, the part, section, provision or the entire Agreement so held or declared invalid or illegal shall forthwith cease to be of further force and effect and in such event either party hereto may, upon not less than thirty (30) days written notice to the other, have the right to open negotiations for the substitution of a new section, sections, or agreement consistent with the decision of the Board or Court.

**Section 8. Hold Harmless – Indemnification:**

The PNWRCC agrees to indemnify, defend, and hold harmless the Associated General Contractors of Alaska, Inc., its employees, officers and committee members against any claim or liability arising from or based on the violation of any laws, ordinances, regulations or orders pertaining to workers’ residency classification or requirements, the operation of the hiring hall, the referral or workers, and the placement of or refusal to place any individual on the out-of-work list.

**ARTICLE FIVE  
UNION MEMBERSHIP**

In order to retain employment, Employees shall become and remain Union members in good standing or, in accordance with federal law, pay uniform periodic dues and initiation fees in lieu of membership, no later than the fourteenth (14<sup>th</sup>) day following the beginning of employment or the effective date of this Agreement.

**ARTICLE SIX  
JURISDICTIONAL DISPUTES**

Employers and their sub-contractors shall make work assignments on the basis of International Agreement, Decisions of Record and Area Practice. Should a jurisdictional dispute arise, the Contesting Crafts shall meet and attempt to resolve the dispute. If agreement is reached, a jurisdictional dispute will no longer exist and the

work will be performed as agreed upon by the Contesting Crafts. If no agreement is reached, the work will continue to be performed as originally assigned by the Employer, and the Contesting Union shall refer the dispute to their respective International Unions. If the International Unions reach agreement, the work shall be performed as agreed upon by the International Unions. Should the International Unions fail to reach agreement, the work shall continue to be performed as originally assigned by the Employer. There shall be no stoppage or slow down of work because of jurisdictional disputes.

## ARTICLE SEVEN GRIEVANCES

Any grievance, complaint or dispute (except jurisdictional or referral disputes) arising out of the interpretation or application of this Agreement shall be considered a grievance. The parties pledge their full cooperation in resolving all grievances by using the following procedures. It is further agreed that until said procedures are exhausted, there shall be no work stoppage or lockout.

Times set forth by this Article may be extended by mutual agreement between the parties.

Step 1) **NOTICE** In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the affected member(s) and their direct supervisor, or the appointed job steward and the superintendent, the dispute shall promptly (not later than ten (10) working days), be referred to the authorized representative of the Union and the Employer or their authorized representative. Should they fail to affect a settlement, the matter shall proceed to Step Two.

Step 2) **INVESTIGATION, COOPERATIVE DISCUSSION** The Job Steward and/or Local Union Business Representative and the Employer will first make good faith efforts to resolve the grievance through cooperative discussion at the job site or at another place mutually agreeable to both parties. If agreement through cooperative discussion is not reached within seven (7) working days, the Job Steward or Local Union Business Representative shall report the grievance to the PNWRCC in writing. PNWRCC's authorized Representative shall immediately join in the discussion and attempt to resolve the grievance.

Step 3) **AGC MEDIATION (NON-BINDING) (Step 3 may be skipped for Non AGC Contractors if agreed by the parties)** If resolution of the grievance is not accomplished by Step 2 within fourteen (14) working days of its initial written notice, PNWRCC's authorized Representative shall report the grievance to the Executive Director of Associated General Contractors of Alaska (AGC) in writing. AGC will gather written information regarding the grievance from all parties directly involved. Specifically, if applicable, PNWRCC will forward to AGC copies of the Employee's written statement, documentation of Step 2 discussions and a copy of the Employer's signed agreement to comply with the Master Agreement between AGC and PNWRCC. The AGC shall provide each party with the submitted information and give five (5) working days for rebuttals. AGC will review the information provided and will render its findings within ten (10) working days.

Step 4) **BOARD OF CONCILIATION (BINDING)** If either party disagrees with AGC's findings, they may refer the grievance to the Board of Conciliation (BOC) for resolution. The BOC's decision-making shall be completely within the scope and terms of this Agreement.

a. The BOC shall consist of one person appointed by each party and an impartial third member selected by those two appointees. If the two appointees fail to agree on selection of an impartial third member within seven (7) working days of referral to the BOC, the time shall be extended by



seven (7) more working days, and the PNWRCC Secretary/Treasurer and AGC Executive Director will appoint the third member. The prevailing party shall recover all associated cost and fee's arriving out of this grievance. If the PNWRCC's Secretary/Treasurer and AGC's Executive Director fail to appoint the third member then the grievance will be referred to the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) for binding arbitration. In the event this goes to AAA or the FMCS for binding arbitration subparagraph (b) and (c) below does not apply. The prevailing party shall recover fees charged by the Arbitrator arising out of this grievance.

- b. The BOC shall meet as soon as possible, but no later than seven (7) working days after the third member has been selected, to hear the grievance. The BOC's decision shall be rendered within ten (10) working days after hearing the grievance and such decision shall be final and binding upon both parties.
- c. The BOC's decision shall state its effective date and may provide retroactivity not exceeding 60 days from the date the grievance was reported in writing to the Executive Director of the Associated General Contractors of Alaska, Inc. Compliance and execution of such decisions shall be accomplished within fourteen (14) working days from the date of the decision.

Failure of the Union or the Employer to process a grievance within the time frames stipulated above shall constitute abandonment of the grievance. If the grievance is abandoned by either party, then the Union or Employer shall accept the abandoned request or decision as binding. Any abandoned grievance shall not constitute a precedent.

## **ARTICLE EIGHT HOURS OF WORK AND OVERTIME**

### **Section 1. Hours of Work:**

Eight (8) hours shall constitute the normal workday; and forty (40) hours shall constitute the normal workweek. Employees shall receive compensation of one and one-half (1-1/2) times the base rate for any hours worked over eight (8) hours per day or forty (40) hours straight time per week (Monday-Friday); however, the Employer and the Union may mutually agree to establish a regular work week on a particular job of four days per week, ten (10) hours per day, and all work not exceeding ten (10) hours per day or forty (40) hours per week shall be paid at straight time. Nothing in this Article shall be construed as guaranteeing any Employee eight (8) hours of work per day or forty (40) hours of work per week.

### **Section 2. Overtime Rates:**

Employees other than Piledrivers and Divers shall receive compensation of one and one-half (1-1/2) times the basic rate for work performed on Saturday unless any of the below exceptions apply.

During the first week of employment the employee is not entitled to overtime for Saturday until the employee works in excess of eight (8) hours per day or forty (40) hours straight time per week. This paragraph shall only apply when the duration of employment is more than one calendar week.

An employee who chooses to work a Saturday, who was absent on a previous straight time day on which the Employer made work available may be compensated by the Employer on a straight time basis.

In instances where special working hours/days are required by an owner or contracting agency, the Union and Employer may mutually agree that overtime pay will only be paid after eight (8) hours per day or forty (40) hours straight time per week or in accordance with the alternate schedule.

An exception to Section 2 and Section 3 is that Piledrivers and Divers, or members dispatched to perform pile driver work, shall receive compensation of one and one half (1-½) times the basic rate for work performed on Saturdays and Sundays.

Employees will be afforded eight (8) hours off between shifts or the overtime rate will apply until the employee gets eight (8) consecutive hours off.

### **Section 3. Sundays and Holidays:**

Sundays and Holidays shall always be considered overtime and employees shall receive compensation of two (2) times the basic rate for work performed.

Carpenters working on Sunday on remote projects that are located off road (accessible by air or boat only) who desire to work on Sunday shall be paid at one and one-half (1-½) times the basic rate if mutually agreed by the Union and the contractors by a written agreement prior to Sunday work commencing. Once agreement is submitted and approved, all Sunday work on the project shall be paid at the one and one-half (1-½) time the basic rate.

### **Section 4. Multiple Shifts:**

Multiple shifts and their starting and quitting times may be established in accordance with job requirements as determined by the Employer.

- a. On a job consisting of eight (8) hour shifts, the first (1<sup>st</sup>) and second (2<sup>nd</sup>) shifts shall be paid at the regular basic pay rate. The third (3<sup>rd</sup>) shift shall receive compensation of eight (8) hours for a seven (7) hours shift.
- b. On a job consisting of ten (10) hour or over, the first (1<sup>st</sup>) shift shall be paid at the regular basic pay rate. The second (2<sup>nd</sup>) shall receive compensation of an additional one half (1/2) hour.

### **Section 5. Dewatering and Weather Protection:**

Dewatering and providing temporary heat and protection shall be worked in accordance with the work week and overtime provisions heretofore established, except that time worked on holidays when no other activities are in progress will be compensated for at the overtime rate of one and one-half (1-1/2) times the basic rate of wages.

### **Section 6. Time Worked:**

Except as provided in this Article, an Employee is only entitled to pay for actual time worked.

### **Section 7. Tide Work**

Unless otherwise agreed to by the Union and the Employer, work that is directly affected by the tide shall be subject to the following special conditions:

- a. Employees called out between the hours of 10:00 p.m. and 7:00 a.m. on tide work shall receive 1-1/2 times for each hour worked within those hours.
- b. Hours worked after 7:00 a.m. and before 10:00 p.m. shall be paid for in conformity with the general terms of this Agreement.

It is understood and agreed, however, that when persons are called out on tide work, they shall be guaranteed an amount equivalent to four (4) hours at straight time pay as a minimum of each call out.



**Section 8. Show Up Guarantee:**

- a. Workers reporting for work who are willing and able for work and not put to work shall receive two (2) hours pay at their regular straight time rate unless notified not to report at the end of the previous shift or two (2) hours prior to the start of a shift. Where such workers live in a camp such notification can be given any time prior to departure from camp. If the shift is started, the worker shall receive at least four (4) hours' pay at the regular straight time rate. Where an Employee leaves of their own volition or is discharged for cause, Employee shall be paid for the actual time for worked. Reporting pay on overtime days shall be a minimum of two (2) hours at the straight time rate.
- b. When an Employee completes their scheduled shift and is "called out" to perform special work on a casual, incidental or irregular nature, the Employee shall receive premium pay in accordance with the proper overtime rate with a minimum guarantee to two (2) hours pay at the Employee's straight time rate.

**Section 9. Meals and Meal Periods:**

- a. An Employer will schedule a one-half (1/2) hour break for a meal period near the midpoint of a shift. An Employee required to work more than six (6) consecutive hours without a meal break shall be allowed a later meal period of one-half (1/2) hour, and it shall be considered as time worked and paid for at the proper rate. When continuous operations do not allow for a later meal period, employees shall receive an additional half-hour pay.
- b. Notwithstanding paragraph (a), an Employee may be required to work more than six (6) consecutive hours without any entitlement to a later meal period or pay for that period when the Employer is engaged in a continuous operation where breaks are difficult to schedule but sufficient lag time normally exists to enable an Employee to consume a meal during the shift. Examples of continuous operations include, but are not limited to: asphalt paving operations, concrete pours, gravel hauls, tide work, piledriving.
- c. At no time shall an Employee be required to work more than four and one half (4-1/2) hours without a ten (10) minute break.

**ARTICLE NINE  
HOLIDAYS**

The holiday rate shall apply for work on the following days:

New Year's Day - January 1  
Presidents Day 3rd Monday in February  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Labor Day - 1st Monday in September  
Veteran's Day - November 11  
Thanksgiving Day - 4th Thursday in November  
Christmas Day - December 25

- a. If the holiday falls on a Sunday, the Monday following will also be a legal holiday.
- b. If the holiday falls on a Saturday, then the following shall apply:  
Employers/Employees who regularly work a five day work week shall observe the holiday on the previous Friday (the day before the holiday),

Employers/Employees who regularly work a six day or seven day work week shall observe the holiday on the Saturday upon which the holiday falls.

- c. Notwithstanding any other provision, the Employer and the Union may agree to observe the Holiday on a day other than the observed holiday if it is agreed to by the Employer and the majority of Employees.

However, let it be known, that the Union takes no responsibility should the state or federal government choose to enforce the law and require the Employer to pay overtime for the swap.

## ARTICLE TEN WORKING RULES

### Section 1. Working Rules:

- a. Workers shall have a minimum of five (5) minutes provided that it is adequate time to put away tools before quitting time of each shift.
- b. Employees shall furnish their own hand tools and walk-ups for drywallers. Employees reporting for work shall have tools in proper shape.
- c. No Employee shall rent, loan, or in any way furnish, electric powered, or battery powered tools, hand levels or squares more than 48 inches in length (except sheetrock square), any ladders, horses, benches or trestles, or any boring equipment over one inch (except expansion bit) or any other tools and equipment normally furnished by the Employer, to the Employer for whom employed. Employees may rent any automobile, pickup truck, other transportation, survey equipment, or welding machines to the Employer for whom they are employed if mutually agreed to by both the Employee and Employer at a local market rate.
- d. Each Employer shall furnish warm and adequate shelter for the use of the Employees with sufficient room to store tools, dry clothes and eat lunches. Employer agrees that while such tools, cold weather clothing, and rain gear, are in the Employers custody the Employer will provide for replacement to cover the value of such tools, cold weather clothing, and rain gear, up to \$1,500.00 (one thousand five hundred dollars), which may be lost or damaged because of fire, flood, theft or criminal acts. Such replacement shall be made within seven (7) days of the loss or with issue of a terminating Employee's final check, whichever occurs first. In the event that the employee has pre-approved time off the job, excluding weekends or holidays, the Employer shall not be liable for replacement of the tools, cold weather clothing, and rain gear of the employee during that time off if such tools are lost, damaged, or stolen while in the employer's custody. In no circumstance shall employee owned electric, or battery-operated tools be included for replacement.
- e. An Employee who is laid off shall have adequate time within the hours of the working day in which to pick up, collect, and pack tools and equipment.
- f. It shall not be considered a violation of this Agreement where Employees refuse to work with unsafe equipment or work under unsafe conditions. The State of Alaska Occupational Safety and Health Standards (AOSHA) and/or Mine Safety and Health Administration (MSHA) shall apply on all jobs where Employees are employed.
- g. The Employers shall furnish and/or replace all required safety equipment on the job site such as hard hats, welding gloves, welding hoods, respirators, safety goggles and special type of footwear that may

be needed by the Employee in performing their duties except for steel-toed shoes and cold weather clothing.

## Section 2. Foremen:

- a. There shall be no desire on the part of the Union to select the Employer's Foremen.
- b. Whenever three (3) or more Carpenters are employed on a job, a qualified Employee will be designated Foreman by the Employer and receive Foreman pay. In the event that none of those Carpenters employed on the job are qualified for such designation, the Union will either make such a qualified Employee available or agree that the Foreman ratio may be revised on that job. A General Foreman or Foreman shall not supervise more than ten (10) Carpenters.
- c. To prevent duplication and confusion of orders, a worker at no time shall be directly responsible to more than one Foreman or General Foreman.
- d. A Superintendent who is a member of the Carpenters Union shall be authorized to supervise up to and including six (6) carpenters without being required to appoint a foreman.
- e. Piledriving jobs shall have a foreman for each crew of six (6) men or less.
- f. **A Working Foreman** is an individual that directs no more than four (4) carpenters and performs an average of an hour of administrative duties per day.  
**A Foreman** is an individual that manages a group(s) of workers and performs more than one (1) hour of administrative duties per day.  
**A General Foreman** is an individual that supervises the project including foreman and sub-contractors.

## Section 3. Termination:

- a. The Employer shall furnish each man discharged a termination slip showing the actual reason for termination.
- b. For the purpose of this contract, "cause" as related to discharge for cause, shall include, but is not limited to: incompetence, unexcused absenteeism, disobedience of orders, unsatisfactory performance of duties, being under the influence of alcohol or drugs, violation of acknowledged Employers policy, failing to have tools in sharp and proper working order, unsafe work practices, and violation of owners' rules imposed upon the Employer; it being understood that such rules shall be available for the benefit of the Employees. Discharge slips shall contain the specific reason for discharge. A copy of the discharge slip shall be provided to the discharged Employee and a copy shall be provided within a reasonable time period to the Union by the Employer upon request. Persons discharged and designated in writing as "ineligible for rehire" shall not be dispatched to the Employer on any subsequent open call for six (6) months or per employers written company policy.

## Section 4. Pay Day:

The Employer shall establish a regular weekly payday on which Employees shall be paid during working hours. Payday shall not be later than Friday of the following week.

## Section 5. Payment of Wages upon Termination:

In accordance with Alaska Statute title 23.05.140 if the employment is terminated by the Employer regardless of the cause for the termination, payment is due within three working days after the termination. If employment is terminated by the Employee payment is due at the next regular pay day that is at least three (3) days after the Employer received notice of the Employee's termination of service. In either case, failure to pay within the

prescribed period of time (exclusive of Saturdays, Sundays and Holidays) the Employer may be required to pay the Employee a penalty in the amount of the Employee's regular wage, salary, or other compensation from the time of demand to the time of payment, or for ninety (90) working days, whichever is lesser amount.

On remote jobs where payroll facilities are not maintained, the Employer will have the check at the Union offices or in the US mail or other place mutually agreed to within the time frames allowed in the above paragraph.

**Section 6. Payroll Week:**

For the purposes of pay, a payroll week is further defined as beginning at 12:01 a.m. Sunday. In regard to "bush" jobs where flight schedules and/or mail delivery may be interrupted, separate arrangements may be consummated by mutual consent or separate agreement.

**Section 7. Itemize Deductions on Paycheck:**

The Employer shall itemize deductions on pay checks so Employees can determine purposes, for which amounts have been withheld and shall indicate the number of travel time hours, straight time hours, overtime hours and basic rate per hour paid. When workers are in remote areas, the Employer shall make reasonable efforts to provide Employees with copies of check-stubs.

**ARTICLE ELEVEN  
MISCELLANEOUS CONDITIONS**

**Section 1. Employer Required Physicals:**

The employer shall pay for all Employer required drug tests, physicals, and immunizations. The employee is not entitled to wages or other pay while engaged in these activities.

**Section 2. Background Check:**

The Employer maintains the right to conduct a criminal background check for felony convictions and/or driving convictions on new Employees prior to hiring, if required by the Employers contract or insurance carrier. Workers required by the Employer to submit to a Background Check will generally not be on the payroll of the Employer during the background check. However, if the Employee is put to work while they are awaiting the results they will be paid for time worked. The Employer will pay for the Background Check.

**Section 3. Lost-Time and Accidents:**

- a. Employees shall immediately, honestly and accurately report all on the job injuries to the Employer in accordance with the Employer's policies. Any violation of this requirement is cause for discharge and will be reported to the Union.
  
- b. Employees injured on the job, provided the injury is reported to the Employer, and requiring medical attention, are to be paid for time spent on the first visit to the doctor; and, the doctor determines and certifies that the Employee is unable to return to work because of the injury, they shall be paid for the balance of the shift during which the injury occurred. This provision applies to medical attention received during regular working hours only.

**Section 4. Injured Person to Get Priority for Rehire:**

An Employee who is required to leave employment because of job-connected injuries shall, upon recovery there from, be given priority of hire by former Employer when that Employer needs a worker or workers in the injured Employee's classification, provided such injured Employee:

- a. Has a doctor's release.

- b. Upon recovery, must take the first available job for which they are qualified.

**Section 5. Change in Policy:**

It is understood that there is no desire on the part of the Union to dictate the business policies of the Employers, but when the Employers contemplate a change in policy affecting the welfare of the workers, proper and reasonable notice shall be given to the Union.

**Section 6. Absenteeism:**

The Union agrees that it will actively combat absenteeism and other practices which may hamper the Employer's operation, and that it will support the Employers in their effort to eliminate waste and inefficiency, to improve the quality of workmanship and to promote goodwill between the Employer and the Employees.

**Section 7. Pre-Job Conference:**

For the purpose of allowing a job to run more smoothly, both parties agree to the desirability of a pre-job labor-management meeting and shall request such a meeting when necessary.

**Section 8. Jurisdictional Flexibility and Intercraft Transfer:**

The parties agree that:

- a. For jobs or tasks for a short duration that occur on an intermittent or one-shot basis, the Employer may assign an Employee from one craft to perform the work of another craft.
- b. For jobs or task of short duration that may occur on a more regular or predictable basis, the Employer shall consult with the involved Union before assigning Employees from one craft to do the work of another craft. It is understood that such intercraft transfers do no constitute jurisdictional work assignments and may not be used as a basis for establishing craft jurisdictional claims by any Union and/or Trust. It is further understood that either may call a labor/management meeting to discuss this Article to improve its applications or to resolve any misunderstandings associated with it use.
- c. When Employees from one craft do the work of another craft for at least two (2) hours, they will be paid at the higher rate the classification calls for while performing such work.

**Section 9. Request by Authorized Union Representative**

When requested by an authorized Union representative, the Employer shall make available the names and classifications of the Employees under the jurisdiction of the Union.

**Section 10. Request for Information and Reports**

The Administrators of the various joint AGC/Labor managed Trusts, Plans and/or Funds shall provide the condition of those Trusts, Plans and/or Funds annually to AGC and PNWRCC. In addition, the Administrator shall provide AGC and PNWRCC the actuarial report on the Southern Alaska Carpenters Retirement Plan (Defined Benefit) upon written request, contingent on approval by the respective Board of Trustees.

**Section 11. Harassment**

The Union and the Employer acknowledge and respect the right of every employee to work in an environment free from harassment.

## ARTICLE TWELVE UNION REPRESENTATION

### Section 1. Admission to Job:

The authorized representative of the Union signatory to this Agreement shall be allowed admission to any job at any time for the purpose of investigating conditions existing on the job. They shall as soon as possible make their presence known to the Employer's representative in charge of the work. On projects, which are under military guard, the Employer will cooperate with the Union officials in this regard as far as regulations will permit.

### Section 2. Job Steward:

- a. The Business Representative shall have the right to designate in writing to the Employer a Journeyman Carpenter as a Steward on each of the Employer's projects. The Steward shall not be discharged or transferred except for just cause and shall remain on the job provided that there are at least four (4) Carpenters on the project. If a Steward is terminated, the Business Representative may appoint another Steward from the remaining crew.
- b. In no event shall an Employer discriminate against the Steward or discharge the Steward for activities on or off the job on behalf of the Union. The Steward is subject to the same rules as any other Employee. However, in case of reduction in force between comparable qualified carpenters, the Steward shall be retained. The Employer shall notify the Business Agent at least forty-eight (48) hours before termination of a duly authorized Job Steward, Sundays and Holidays exempted, and shall give the Business Agent the reasons for the contemplated termination.
- c. Stewards shall be allowed time during the workday to conduct such Union duties that cannot be handled at other times without disruption to the project flow. These duties shall be limited to, taking a weekly report of all carpenters employed, checking newly dispatched carpenters, caring for the tools and effects of any injured carpenters, caring for the injured in the absence of an authorized first aid man, notifying the Business Representative of injuries, and transmitting to the Business Representative all complaints and grievances emanating from the job.

## ARTICLE THIRTEEN SUBSISTENCE AND QUARTERS

### Section 1. Employer Provided Camp or Suitable Accommodations:

Unless otherwise agreed with the Union, the Employer shall ensure that the worker who is employed on a project that is sixty-five (65) road miles or more from the International Airport in either Fairbanks, Juneau or Anchorage for Carpenters and Anchorage only for Piledrivers or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws and OSHA 1910.142 The Union will be notified of any meals and lodging arrangements before dispatch or at the pre-job conference.

### Section 2. Per Diem:

Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, per diem in lieu of room and lodging may be paid according to current State of Alaska per diem rates, or part thereof, from the date of hire to the date of termination on a six (6) or seven (7) day work week. If employees worked more than five (5) days per week on more than two occasions per year during the job, per diem will be paid on a seven (7) day a week basis from that point forward unless mutually agreed differently. In the event that a contractor provides lodging facilities, but no meals, the employer shall pay forty-eight dollars (\$48.00) per day for meals. Per Diem shall not be allowed on projects West of Livengood on the Elliot Highway,



at Mile zero (0) on the Dalton Highway to the North Slope of Alaska, North of Mile twenty (20) on the Taylor Highway, East of Chicken, Alaska on the Top of the World Highway and South of Tetlin Junction to the Alaska-Canadian Border.

For purposes of this Article, the term “domiciled resident”, means a person living within sixty-five (65) road miles of the project, or in the case of a highway project, the mid-point of the project, for at least twelve (12) consecutive months prior to the award of the project. However, if the Employer provides sufficient evidence to convince the State of Alaska Department of Labor and Workforce Development that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the Employer shall not be required to provide meals and lodging or pay per diem.

**Section 3. Remote Area Residents:**

Requests for bona fide residents of the vicinity immediately accessible to the job site in a remote area shall be honored in accordance with the place of the local resident upon the registration list in relation to other registrants in the same area. Residence for the purpose of this section shall mean that the individual shall have resided in the State of Alaska for a period of twelve (12) months, and in the local area for a period of twelve (12) months prior to the bid award. The Term “local area” shall be defined as within sixty-five (65) road miles of the mid point of the project. The individual must provide documentary proof of residency to the local union. The Union will provide whatever documentation it has to the Employer upon request.

**Section 4. Sanitation:**

The Employer agrees to furnish and maintain in reasonable sanitary condition the facilities and services required as specified by State regulations.

**Section 5. Board and Lodging for Injured Employees:**

The Employers agree to furnish, without charge board and lodging to those Employees who through no fault of their own are unable to work or who sustain job-connected injuries not serious enough to require hospitalization, but which render an Employee unable to work, for each day of inability to work, but in no event shall this period exceed seven (7) days.

If the question arises as to a worker’s ability to return to work, it shall be settled by a report of licensed medical authority whose decision shall be final and controlling.

**Section 6. Remote Sites**

When workers are in remote areas, the Employer shall make reasonable efforts to facilitate the conduct of reasonable and necessary personal business outside of working hours.

**ARTICLE FOURTEEN  
TRANSPORTATION, TRAVEL EXPENSE AND TRAVEL TIME**

**Section 1. Transportation To The Site:**

When persons are recruited, transportation and actual reasonable expenses of board and lodging while en route shall be borne or reimbursed by the Employer.

**Section 2. Transportation from the Site:**

At the termination of the contract, project, or season the Employer will pay for transportation, actual expenses of board and lodging while en route to the point of hire. If the Employee quits or has been discharged for drunkenness, drug abuse, violation of acknowledged employers company policy or violation of owner’s rules imposed upon the Employer, the above provision does not apply.

All Employees who are requested by name shall be entitled to return transportation to the point of hire regardless of the reason for termination, unless the Employee quits within the first thirty (30) days or has been terminated for drunkenness, drug abuse, violation of acknowledged employers company policies or violation of owner's rules imposed upon the Employer. Employer furnished transportation to the point of hire shall be provided all persons required to leave the job for medical reasons sufficient to require extended medical care or hospitalization.

The Employers will make an earnest effort to avoid the necessity of Employees waiting for transportation to or from the jobsite. When Employees are transported in aircraft, such aircraft shall be operated, maintained, and have a certificate of air worthiness and the pilot shall be licensed and certificated all in accordance with applicable laws and regulations.

Any contractor provided travel from the point of hire to the project that takes more than four (4) hours, then after the four hours the employee shall be paid as time worked up to eight (8) hours per day.

**Section 3. Established Point of Pickup:**

Where there is an established point of pickup, or the Employer deems it necessary to transport an Employee by boat, airplane, or other Employer supplied conveyance, round-trip travel time exceeding one (1) hour shall be considered as time worked and compensation computed on the basis of the travel time consumed, going from and returning to the pickup point. Travel time shall be computed from the time of departure from the work site to the time of arrival at the original point of pickup. When furnished, transportation from pickup point to work site and the return from work site to pickup point shall be by the most expeditious route and means possible; such transportation shall be safe and lawful and the persons shall be seated in reasonable comfort and protected from the elements.

**Section 4. Death and Return of Deceased:**

In the event of the death of an Employee, the Employer shall, in the absence of any law or authority prohibiting the same, prepare and transport the remains to point of hire or to such other point equivalent or less distance as the next of kin may elect.

**Section 5. Personal Vehicle Travel to Camp/Remote Projects:** When an employee is required to travel in their personal vehicle to a Camp/Remote Project that is more than fifty (50) road miles from the dispatch point, the employer shall reimburse the employee at the IRS allowable amount for each additional mile driven to and from the worksite. The Employer requires Employees to submit mileage logs within fourteen (14) days to be compensated.

**ARTICLE FIFTEEN  
TRANSPORTATION OF TOOLS AND PERSONAL EFFECTS**

**Section 1. Transportation of Tools:**

Transportation costs for Employer required tools from point of hire to the jobsite and return shall be borne or reimburse by the Employer by the first pay check after receipts are received. Personal effects shall be transported at no expense to the Employee up to the maximum allowed as baggage by a common commercial carrier. When an Employee is returning to point of hire, personal effects and tools shall be assigned on the same carrier as used by the Employee, or the Employee shall receive standby time at the rate of eight (8) hours per day at the straight time rate until personal effects and/or tools arrive at the point of hire, unless the delay is through no fault of the Employer. The Union and the Employer may arrive at an equitable settlement in lieu of further standby time in the event they are lost en route.

When an Employee voluntarily terminates and the Employer is unable to arrange for personal effects and tools to be assigned to the same carrier, the Employer shall have twenty-four (24) hours from time of termination before the above goes into effect.

The Employer shall reimburse the employee for the full prior agreed value of Employer required tools lost while in the care, custody, or control of an air carrier while an Employee is traveling pursuant to this Section.

**Section 2. Personal Effects:**

The Employer also will be responsible in case of fire or flood for all the personal effects of Employees in an amount not to exceed \$1,500.00 each in all Employers' camps or in camps arranged for by the Employer other than those camps owned or operated by the Government.

**ARTICLE SIXTEEN  
FIRST AID/CPR, SAFETY AND TRAINING**

Safety, First Aid and Sanitation shall conform to the minimums provided by Federal, State and Municipal statutes, codes and regulations.

- a. All foremen shall be required to have current First Aid/CPR and OSHA 30 Cards. All Employees, especially stewards, are encouraged to have a current First Aid/CPR and OSHA 30 Cards.
- b. An attendant other than the driver shall accompany workers whose injuries require the use of a stretcher to the hospital.
- c. Immediate transportation must be provided for seriously ill or injured Employees and such transportation must have precedence over all other transportation under the control of the firm or party upon whose operation the accident occurs (such transportation to be the most convenient point where the ill or injured Employee can receive recognized medical attention).
- d. All journey level members dispatched to union contractors after July 1, 2022 shall be required to possess an OSHA 30 card and shall assure that it remains current while being employed by an employer Signatory to this agreement.
- e. Effective July 1, 2023 all members dispatched to union contractors shall be required to complete 3 journey-level upgrade courses within the preceding twenty-four (24) months and possess a First Aid card and shall assure that it remains current while being employed by an employer Signatory to this agreement.

**ARTICLE SEVENTEEN  
MANAGEMENT RIGHTS**

**Section 1. Employer Discretionary and Decision Making Rights.**

The Employer retains all discretionary and decision-making rights not specifically limited by the terms of this Agreement. These rights include, but are not limited to, the following: directing the jobsite work force, including hiring of personnel; selection of all supervisory Employees; promotions, transfers, layoffs, discharge of Employees for just cause; selecting material and equipment to be used or installed; utilizing any work methods, procedures, techniques of construction or labor-saving devices or machines; establishing jobsite rules and regulations; determining when overtime work is required and who shall perform overtime work; designation of

work to be sub-contracted; selection of all sub-contractors; and determining the number of workers and craft supervisory personnel required to perform the work. The Employer shall be the sole judge of an Employee's ability, competence and performance.

**Section 2. Employer Assignment of Work.**

Where more than one craft lists a classification of work in its collective bargaining agreement with the Employer, it shall be the exclusive right of the Employer to assign such work to any one or any combination of unions. The intent of this clause is to allow the Employer to assign work to a craft in the event of overlapping jurisdictions while avoiding potential liabilities to multiple crafts' trusts'.

**ARTICLE EIGHTEEN  
SPECIAL CONDITIONS**

In order to preserve work for the union members and make the Employers who become signatory to this Agreement more competitive on all projects or on specific projects or on projects in a locality, the Local Unions signatory to this Agreement under whose jurisdiction the work falls, and the Employers doing business in the locality or on the project affected by the special condition, may mutually agree to put into effect special wages and conditions for specific localities or projects for a specific period of time.

**ARTICLE NINETEEN  
WAGES, FRINGE BENEFITS, AND FEDERAL DAVIS-BACON PROJECTS**

**Section 1. Wages and Benefits**

The wage rates shall apply to all work under the jurisdiction of Pacific Northwest Regional Council of Carpenters (PNWRCC) and affiliated Local Unions performed either by Journeymen or Apprentices in all areas of the State of Alaska. The Classification of Certified Welding inspector (CWI) may be filled by an employer hired qualified individual, an employer hired independent company (subcontractor) or a qualified member of the PNWRCC that has a current CWI certification. If the latter is selected the qualified member is entitled to actual time worked with no minimums; and hourly rate of Piledriver Foreman plus applicable benefits. The show up guarantee identified in the Collective Bargaining Agreement shall not apply to the CWI when performing inspections.

**SCHEDULE A-I**

**SECTION 1.** All employees covered by this Agreement shall be classified and paid in accordance with the classifications, scales, and special conditions set forth in the following tables.

	<b>WAGES EFFECTIVE</b>		
	<b>9-1-2021</b>	<b>9-1-2022</b>	<b>9-1-2023</b>
<b>Journeyman Classifications</b>			
Carpenter/Lather/Drywall/Acoustic	\$42.34	TBD	TBD
Piledrivers	\$42.34	TBD	TBD
Certified Welder/Toxic Worker	\$43.34	TBD	TBD
Welder/Certified Weld Inspector	\$47.90	TBD	TBD
Dive Tender	\$45.65	TBD	TBD
Standby Diver	\$46.65	TBD	TBD
ROV Operator	\$46.65	TBD	TBD
Single Atmos. Diving Suits/One Atmos. Bells	\$46.65	TBD	TBD
Self-Propelled Manned Submersibles	\$46.65	TBD	TBD
Diver (Diving)	\$86.45	TBD	TBD

\*Wages noted effective September 2022 and 2023 above may be subject to distribution to Benefits.

	<b>PUBLIC BENEFITS EFFECTIVE</b>		
	<b>9-1-2021</b>	<b>9-1-2022</b>	<b>9-1-2023</b>
Health & Security	\$10.08	TBD	TBD
Pension DC (Local 1281)	\$4.10	TBD	TBD
Pension DB & SIP (Local 1281)	\$11.67	TBD	TBD
Pension DC (All Others)	\$15.23	TBD	TBD
Const. Industry Progress Fund	\$0.20	TBD	TBD
Carpenter Advancement Fund	\$0.20	TBD	TBD
Apprenticeship and Training Fund	\$1.75	TBD	TBD

	<b>PRIVATE BENEFITS EFFECTIVE</b>		
	<b>9-1-2021</b>	<b>9-1-2022</b>	<b>9-1-2023</b>
Health & Security	\$10.08	TBD	TBD
Pension DC (Local 1281)	\$4.10	TBD	TBD
Pension DB & SIP (Local 1281)	\$11.67	TBD	TBD
Pension DC (All Others)	\$15.23	TBD	TBD
Const. Industry Progress Fund	\$0.00	TBD	TBD
Carpenter Advancement Fund	\$0.00	TBD	TBD
Apprenticeship and Training Fund	\$0.20	TBD	TBD

**FRINGE OPTION:** If additional sums are necessary to maintain the fringe benefits, by mutual agreement, on sixty (60) days' notice, such sums may be deducted from wages.

Effective September 1, 2021, all public work shall have a \$0.20 contribution allocated to CIPF, \$0.20 contribution allocated to CAF, and \$1.75 contribution allocated to training. All private work shall have a \$0.00 contribution allocated to CIPF, \$0.00 contribution allocated to CAF, and \$0.20 contribution allocated to training. There shall be a total package increase of \$4.00 allocated to wages.

Effective September 1, 2022, there shall be a total package increase of \$1.86 allocated to wages.

Effective September 1, 2023, there shall be a total package increase of \$1.05 allocated to wages.

Upon confirmation that there is a valid need to reallocate the agreed upon package increase, the Union will meet with the AGC Executive Director prior to reallocation.

### **Piledriver Toxic Pay**

Toxic materials are defined as creosote, pentachlorophenol or chemonite treated material. Any new recognized toxic treatments listed in the State of Alaska Construction Safety Code will be subject to toxic pay.

### **Piledriver Cell Work**

Piledrivers who are working in sheet pile cells below waterline shall receive an additional fifty (\$0.50) cents per hour as hazard pay. Cell work extending over a period of not in excess of four (4) hours shall be paid for on the basis of one-half shift. Any work in excess of four (4) hours shall be paid for on the basis of a full shift.

### **Certified Welders**

All welders will carry a current American Welding Society Certification relevant to the project which they were dispatched, paid for out the Joint Apprenticeship and Training Fund.

The Employer will pay for any additional certifications or special joint configurations.

Employees whose regular duties are as welders, shall have their necessary protective safety gear maintained by the Employer. Upon signing up on a job or project, the make, model, and condition of the Employee's gear will be noted and jointly agreed to in writing by the individual Employee and Employer. All necessary protective safety gear shall be covered by this written agreement between Employee and Employer and includes, but not limited to replacement of welding hoods of equal or greater value.

Employees who perform welding will be paid at certified welder/toxic pay for the entirety of the shift.

- NOTE:**
- 1) **Labor and Management Representatives will meet prior to the annual increase to evaluate the proposed distribution for wages and fringes.**
  - 2) **The Union, upon confirmation in writing from the trust that there is a valid need may reallocate any part of the Defined Contribution to any of the plans or trust funds mentioned in this Agreement to keep the plan/trust fund healthy. Not less than thirty (30) days notice in writing shall be given by the Union to AGC and Employers.**

## **Section 2. Carpenter and Piledriver Foreman/General Foreman/Working Foreman**

**GENERAL FOREMAN:** 25% above Journeymen Rate of the majority of the PNWRCC workers being supervised.

**FOREMAN:** 15% above Journeymen Rate of the majority of the PNWRCC workers being supervised.

**WORKING FOREMAN:** 12-1/2% above Journeymen Rate of the majority of the ARCC workers being supervised.



**Section 3. Diver Foreman and General Diving Foreman**

- a. If used the Diving Foreman shall receive twelve and one half (12 and ½) percent above the Standby Diver Scale.
- b. If used the General Diving Foreman shall receive twenty-five (25%) percent above the Standby Diver Scale.

**Section 4. Apprentices:**

**PUBLIC**

- a. Northern Carpenters Local 1243 Apprentices shall be paid at the following rates of wages and fringes.

Level	Hours	%	Wage	H&S	PEN	APPR	CAF	CIPF	TOTAL
I	0001-0875	60	\$25.40	\$10.08	\$11.53	\$5.45	\$0.20	\$0.20	\$52.86
II	0876-1750	65	\$27.52	\$10.08	\$11.53	\$5.45	\$0.20	\$0.20	\$54.98
III	1751-2625	70	\$29.64	\$10.08	\$12.53	\$4.45	\$0.20	\$0.20	\$57.10
IV	2626-3500	75	\$31.75	\$10.08	\$12.53	\$4.45	\$0.20	\$0.20	\$59.21
V	3501-4375	80	\$33.87	\$10.08	\$13.53	\$3.45	\$0.20	\$0.20	\$61.33
VI	4376-5250	85	\$35.99	\$10.08	\$13.53	\$3.45	\$0.20	\$0.20	\$63.45
VII	5251-6125	90	\$38.11	\$10.08	\$14.53	\$2.45	\$0.20	\$0.20	\$65.57
VIII	6126-7000	95	\$40.22	\$10.08	\$14.53	\$2.45	\$0.20	\$0.20	\$67.68

- B. Southern Alaska Carpenters Local 1281.

Level	Hours	%	Wage	H&S	PEN DC	PEN DB	APPR	CAF	CIPF	TOTAL
I	0001-0875	60	\$25.40	\$10.08	\$0.40	\$11.67	\$5.45	\$0.20	\$0.20	\$53.40
II	0876-1750	65	\$27.52	\$10.08	\$0.40	\$11.67	\$5.45	\$0.20	\$0.20	\$55.52
III	1751-2625	70	\$29.64	\$10.08	\$1.40	\$11.67	\$4.45	\$0.20	\$0.20	\$57.64
IV	2626-3500	75	\$31.75	\$10.08	\$1.40	\$11.67	\$4.45	\$0.20	\$0.20	\$59.75
V	3501-4375	80	\$33.87	\$10.08	\$2.40	\$11.67	\$3.45	\$0.20	\$0.20	\$61.87
VI	4376-5250	85	\$35.99	\$10.08	\$2.40	\$11.67	\$3.45	\$0.20	\$0.20	\$63.99
VII	5251-6125	90	\$38.11	\$10.08	\$3.40	\$11.67	\$2.45	\$0.20	\$0.20	\$66.11
VIII	6126-7000	95	\$40.22	\$10.08	\$3.40	\$11.67	\$2.45	\$0.20	\$0.20	\$68.22

- c. Piledrivers Apprentices shall be paid at the following rates of wages and fringes.

Level	Hours	%	Wage	H&S	PEN DC	PEN DB	APPR	PAF	CIPF	TOTAL
I	0001-1300	60	\$25.40	\$10.08	\$11.53	\$0.00	\$5.45	\$0.20	\$0.20	\$52.86
II	1301-2600	70	\$29.64	\$10.08	\$12.53	\$0.00	\$4.45	\$0.20	\$0.20	\$57.10
III	2601-3900	80	\$33.87	\$10.08	\$13.53	\$0.00	\$3.45	\$0.20	\$0.20	\$61.33
IV	3901-5200	90	\$38.11	\$10.08	\$14.43	\$0.00	\$2.45	\$0.20	\$0.20	\$65.67

**PRIVATE**

- a. Northern Carpenters Local 1243 Apprentices shall be paid at the following rates of wages and fringes.

Level	Hours	%	Wage	H&S	PEN	APPR	CAF	CIPF	TOTAL
I	0001-0875	60	\$25.40	\$10.08	\$11.53	\$3.90	\$0.00	\$0.00	\$50.91
II	0876-1750	65	\$27.52	\$10.08	\$11.53	\$3.90	\$0.00	\$0.00	\$53.03
III	1751-2625	70	\$29.64	\$10.08	\$12.53	\$2.90	\$0.00	\$0.00	\$55.15
IV	2626-3500	75	\$31.75	\$10.08	\$12.53	\$2.90	\$0.00	\$0.00	\$57.26

V	3501-4375	80	\$33.87	\$10.08	\$13.53	\$1.90	\$0.00	\$0.00	\$59.38
VI	4376-5250	85	\$35.99	\$10.08	\$13.53	\$1.90	\$0.00	\$0.00	\$61.50
VII	5251-6125	90	\$38.11	\$10.08	\$14.53	\$0.90	\$0.00	\$0.00	\$63.62
VIII	6126-7000	95	\$40.22	\$10.08	\$14.53	\$0.90	\$0.00	\$0.00	\$65.73

B. Southern Alaska Carpenters Local 1281.

Level	Hours	%	Wage	H&S	PEN DC	PEN DB	APPR	CAF	CIPF	TOTAL
I	0001-0875	60	\$25.40	\$10.08	\$0.40	\$11.67	\$3.90	\$0.00	\$0.00	\$51.45
II	0876-1750	65	\$27.52	\$10.08	\$0.40	\$11.67	\$3.90	\$0.00	\$0.00	\$53.57
III	1751-2625	70	\$29.64	\$10.08	\$1.40	\$11.67	\$2.90	\$0.00	\$0.00	\$55.69
IV	2626-3500	75	\$31.75	\$10.08	\$1.40	\$11.67	\$2.90	\$0.00	\$0.00	\$57.80
V	3501-4375	80	\$33.87	\$10.08	\$2.40	\$11.67	\$1.90	\$0.00	\$0.00	\$59.92
VI	4376-5250	85	\$35.99	\$10.08	\$2.40	\$11.67	\$1.90	\$0.00	\$0.00	\$62.04
VII	5251-6125	90	\$38.11	\$10.08	\$3.40	\$11.67	\$0.90	\$0.00	\$0.00	\$64.16
VIII	6126-7000	95	\$40.22	\$10.08	\$3.40	\$11.67	\$0.90	\$0.00	\$0.00	\$66.27

c. Piledrivers Apprentices shall be paid at the following rates of wages and fringes.

Level	Hours	%	Wage	H&S	PEN DC	PEN DB	APPR	PAF	CIPF	TOTAL
I	0001-1300	60	\$25.40	\$10.08	\$11.53	\$0.00	\$3.90	\$0.00	\$0.00	\$51.45
II	1301-2600	70	\$29.64	\$10.08	\$12.53	\$0.00	\$2.90	\$0.00	\$0.00	\$55.69
III	2601-3900	80	\$33.87	\$10.08	\$13.53	\$0.00	\$1.90	\$0.00	\$0.00	\$59.92
IV	3901-5200	90	\$38.11	\$10.08	\$14.53	\$0.00	\$0.90	\$0.00	\$0.00	\$64.16

d. No person shall be employed as an apprentice under this Agreement unless the Union has an established Apprenticeship Training Program. The Contractors agree that they will hire the apprentices as recommended by the Joint Apprenticeship committee and no apprentice shall be terminated before consulting the Union or Joint Committee.

e. Apprentices shall be utilized as determined by the Contractor. One apprentice shall be employed after three (3) journeymen are on the job, but in no case shall there be less than one apprentice out of every five (5) craftsmen when available. Apprentices shall not work without a journeyman on the jobsite at a ratio no less than one to one, unless approved by the Joint Apprenticeship Committee.

**Section 5. Alaska Carpenters Health and Welfare Trust Fund**

The Employers and the Union's signatory hereto agree to maintain and continue participation in the Alaska Carpenters Health and Welfare Trust Fund. This being a statewide plan, with a contribution as defined in Article 19 Section 1, Schedule A-1.

**Section 6. Alaska Carpenters Defined Contribution Trust Plan**

The Employers and the Union's signatory hereto further agree that the contributions as defined in Article 19, Section 1, Schedule A-1 per compensable hour shall be remitted to maintain and continue participation in the existing Alaska Carpenters Defined Contribution Trust Plan.

**Section 7. Southern Alaska Carpenters Defined Benefit Plan**

The Employers and the Union's signatory hereto further agree that the contributions as defined in Article 19, Section 1, Schedule A-1 per compensable hour shall be remitted to maintain and continue participation in the existing Alaska Carpenters Defined Benefit Plan.

### **Section 8. Alaska Carpenters Training Trust**

The Employers shall contribute to the Alaska Carpenters Training Trust, this being a statewide training program. Effective September 1, 2014, the contribution rate is the amount defined in Article 19, Section 1 for each compensable Journeyman hour. See Article 19, Section 4 for defined in Article 19, Section 1 for each compensable Journeyman hour. See Article 19, Section 4 for Apprentice Contribution rates. Said contributions shall not be included in wages or computation of overtime.

### **Section 9. Construction Industry Progress Fund (CIPF)**

Effective September 1, 2004, the Employers agree to remit the amount identified in Article 19, Section 1, Schedule A-1 per hour for each Employee to go the Construction Industry Progress Fund. That amount per hour shall go towards promoting and supporting stability, long term construction programs and adequate funding for public works projects on the state and local government level, to assure minimal governmental interference in free enterprises through the regulatory process, to support secondary and post-secondary vocational programs to create a competitive educated workforce, and to cooperate with AGC in their program to improve working conditions and safety records. The deductions will continue without interruption and will be forwarded to CIPF's agent. Such deductions shall be transmitted to CIPF's agent within ten (10) days following the end of each calendar month.

### **Section 10. Alaska Carpenters Advancement Fund**

Effective September 1, 2010, the Employers shall remit the amount identified in Article 19, Section 1, Schedule A-1 per hour to go to the Alaska Carpenters Advancement Fund for advancement of the Alaska Construction Industry. That amount per hour shall go towards promoting and supporting the trade, awareness of the benefits of the construction industry, support for projects providing employment for the membership, payments of per hour assessments by the United Brotherhood of Carpenters and other endeavors deemed beneficial to the trade. The deductions will continue without interruption and will be forwarded to the Union's agent, Alaska Carpenters Trust Funds, by the Employer. Said contribution shall not be included in wages or computation of overtime.

### **Section 11. Contributions to Trusts**

Health and Security, Pension and Apprenticeship and Training Fund contributions shall be due and payable monthly on a day determined by the Trust. (Date may be changed by obtaining prior consent from the Trustees and notification to the Union by the Trustees.) If the Employer fails to make timely payment, said Employer shall be subject to penalties prescribed in each of the trust documents. Should it become necessary for the Trustees to take legal action to enforce the payment of contributions from a delinquent Employer, the Employer shall be liable for all court costs and reasonable attorney's fees.

### **Section 12. Delinquent Contributions to Trusts**

If the Employer has failed to pay contributions to the retirement, defined contribution, or health trusts for a period of two months, or if an Employer is delinquent for the second time for a period of at least one month within a twelve (12) month period of their first delinquency, then the Union may strike the Employer, in addition the Union shall not dispatch workmen to that Employer, and the Union shall notify all prime contractors employing the identified delinquent Employer. If the Employer makes satisfactory arrangements with the Administrator to satisfy the debt, which arrangement may include the posting of a bond or other security, the making of weekly contributions, or any combination of the above, then the Administrator may advise the Union that work persons may be dispatched to the Employer. If the Employer contests the amount of contributions due and owing, the Employer may request an audit by the trust auditors, which would proceed as soon as possible. If the Employer is found to be delinquent then the Employer shall pay the total cost of the audit. The Employer will cooperate fully in the audit and during the audit no work persons shall be dispatched to the job.

### **Section 13. Dues Check-off**

Effective September 1, 2014 the Employers agree to deduct from the wages of each employee four percent (4%) of the applicable Journeyman wage for each hour worked, as approved by the PNWRCC provided the employee has executed a written assignment calling for such deduction. If an Employer transfers an employee to a subsidiary and/or sister company, or if an employee is transferred by the Employer, it is agreed that for purposes of Union dues and/or assessments, the employee need not execute a new written assignment calling for such deduction. Consequently, the deductions will continue without interruption and will be forwarded to the Union by the Employer who is then paying the employee. Such deductions shall be transmitted to the Union monthly on a day determined by the Trust. The Union shall supply appropriate transmittal forms to each Employer.

The above deductions shall be made by the Employers so long as such payments are deemed in compliance with applicable law, and the Union agrees to indemnify the Employer for any litigation costs, expenses, or liabilities which an Employer may incur from compliance with this provision.

### **Section 14. Davis-Bacon Projects**

Notwithstanding any other provision in this Agreement, in the event an individual Employer bids on a public project being awarded by a federal, state, borough, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64) 40 USC 276A-276A7 as amended) or established pursuant to the provisions of Title 36 Alaska Statutes, or any other prevailing wage, the published hourly wage and fringe rate (if any) set forth in said public award shall apply for the period determined under the aforementioned laws.

### **Section 15. Wage Rate Effective Period**

The Wage Rates will remain stable during the life of the contract or for twenty-four (24) calendar months, whichever is shorter. The date of the prime contract is awarded is the date from which the twenty-four (24) months will be counted. Upon expiration of the initial twenty-four (24) month period, the latest wage rates will become effective for a subsequent 24 month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed. If Federal regulations require a longer stable wage period then this section may be waived by mutual consent of the union and contractor.

## **ARTICLE TWENTY DIVING SECTION**

### **Section 1. Territory**

This Agreement shall cover the work more specifically defined herein as within diving classifications and located within the area of the jurisdiction of the Piledrivers, Bridge, Dock Builders and Divers Local Union No. 2520. This area shall include the entire State of Alaska, including all offshore waters and waters of the Continental shelf seaward of the boundaries of the State of Alaska. It will also include all inland waters, rivers, and lakes, natural and/or man-made, within the boundaries of the State of Alaska.

It is understood further that by the above listing, the jurisdiction of the Union over diving work is not thereby limited to that area. The Union claims jurisdiction over diving in certain areas beyond that covered by this Agreement i.e., oceanographic and/or research vessels, seismographic and/or other vessels either temporarily or permanently based and operated out of ports in the State of Alaska, engaged in petroleum research, offshore mining, fisheries research, and all other types of oceanographic and marine research and/or experimental work

requiring the use of divers. This also pertains to any sort of bell diving using deck decompression chambers with submersible diving chambers.

## Section 2. Work Claimed

The following work is claimed by the Union: submarine diving in all its branches and phases, such as the salvaging 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 of and removing of underwater structures; underwater inspections and repairs 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 desalination 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 completions; all underwater work on pipelines and hookups including petroleum, gas, water and sewage systems; the laying of underwater power or communication cables; 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 is necessary; all underwater demolition and blasting work requiring the use of divers; the operation of remotely operated vehicles, single atmosphere diving suits, one atmosphere bells, self-propelled manned submersibles and all work in connection with compressed air hyperbaric chamber work areas in mining, tunneling and boring operations. The term underwater structures shall include beached or sunken vessels and other marine equipment.

The Employer shall be the judge in deeming where diving is necessary.

## Section 3. Diving Crews

- a. Diving Crew and Operations must be compliant with all applicable USCG and OSHA regulations and association of Diving Contractors International (ADCI) Consensus for Commercial Diving and Underwater Operations, 6<sup>th</sup> edition. Minimum manning requirements for the dive crew of Designated Person in Charge (DPIC), Diver and Tender when working at a depth of 30 feet or less and in water where there is no strong current. When working in strong currents or at a depth greater than 30 feet the Diving crew shall consist of not less than team members: DPIC, Diver, Tender and Standby Diver and Tender.

The Diver shall be considered as working in a strong current if at any time during the dive, the current prevents the Diver from moving freely or forces the Diver to hang on, or tie himself to any object to complete the work. The Diver in charge and Employer shall man the job with such additional divers and tenders and equipment as may be required to assure the safety of the working diver.

If the job is of such nature, an Assistant Tender shall be employed when deemed necessary by the Employer, the Diver and Union Representative. Workers from other crafts will not aid the diving crew in place of an Assistant Tender. The use of an Assistant Tender may be omitted, when it is mutually agreed between the Employer, Union, and the Diver involved. The Standby Diver shall be completely dressed in prior to dive but may take off helmet and weigh belt only.

When working on structures, pipelines or exploratory rigs in Cook Inlet, the diving crew shall consist of no less than six workers, two divers, two tenders and two assistant tenders. Work on vessels and docks in Cook Inlet may be an exception, with a four person crew being allowed upon mutual agreement of the Diver and Employer.

- b. Assistant Tenders: When Assistant Tenders are with divers and tenders, they must at all times be with the Diver and Tender when the Diver is in the water, dressing, undressing, or decompressing; during which time, they shall be under the sole direction of the Diver and their Tender.

- c. An exception to paragraph (b): When divers are engaged in construction or maintenance work where there is a crew of Piledrivers Riggers working, the Assistant Tenders may, at the discretion of the Employer, be taken from the regular Piledriver rigging crew and assigned to the divers and tenders for a period of time that divers are on the job. However, the person assigned in this case as Assistant Tender must meet the approval of the divers and must be taken only from the Piledrivers Rigging Crew, and be qualified as Assistant Tenders. When Piledriver riggers are taken from a rigging crew to act as Assistant Tenders, it is understood and agreed that they are relieved of their duties with the rigging crew until such time as the divers have completed their required work.

During this time, Assistant Tenders will not operate air tuggers or perform any rigging or other work that takes them away from their immediate duties of assisting the Diver and their Tender. The Assistant Tender or Assistant Tenders shall then be returned to their regular duties in the rigging crew. Assistant Tender or Tenders, when required, must accompany the Diver and Tender to the job location when Piledriver Riggers are not employed.

- d. Divers may designate their own Tenders with preference to qualified applicants from the hiring hall list.
- e. Qualified Diver. A qualified Diver shall be a person, medically fit and thoroughly trained and experienced in the art of industrial diving, possessing the special mechanical skills and technical knowledge required to safely perform the underwater tasks assigned.
- f. Qualified Tender. A Diver's Tender who shall be familiar with air decompression tables, treatment tables and other U.S. Navy diving tables, one that has had training and be able to demonstrate treatment in accordance with the U.S. Navy treatment tables, use the proper tables and administer first aid.
- g. Standby Diver. A qualified Diver, adequately equipped, standing by, ready to enter the water immediately.
- h. Assistant Tender. An Assistant Tenders qualifications shall be acceptable to the Diver and Tender.
- i. Dive Medic Technician (DMT): A qualified DMT shall be a qualified diver, who shall be current with required DMT certificates and training required by the employer. A DMT is classified per ADCI standards-Reference the ADCI in the contract.

#### **Section 4. Diving Crews on Job, Duties and Working Rules**

- a. When a worker is called upon to work straight through a job on a continuous basis, all consecutive hours worked beyond the regularly established shift shall be paid for at the applicable overtime rate, time and one-half or double time as the case may be. No worker shall return to a straight time pay basis under these circumstances until they have had eight (8) consecutive hours off.
- b. A Tender shall not tend more than one Diver simultaneously, except in emergency.
- c. The Diver's Tender must remain on the job during the entire decompression period.
- d. No member of a diving crew shall be permitted to receive compensation on a piece work basis.
- e. It is agreed that there shall be no contract diving unless the contracting Diver shall furnish all diving gear, tenders, and insurance required, and they are also required to comply with all the requirements,



conditions and intents of this Diving Section, and requirements, conditions and intents of the Master Agreement between the Union and the Employer, of which this Section is a part.

- f. Electronic pay stubs shall be made an option for members (email, text, etc.)

### **Section 5. General Diving**

- a. Upon initially reporting for work, each Diving Supervisor shall be provided a list of available medical Doctors in the area with thorough training in and knowledge of medical problems associated with underwater work and medicine. This list shall also be permanently posted at the work site.
- b. Emergency Air. A Diver shall have a "Bail Out" tank on while diving.
- c. A Diving Contractor requiring a physical examination of Divers or Tenders shall pay the cost of the examination. It is understood and agreed that the medical exam will be at the expense of the Diving Contractor and that the Diver or Tender will receive a copy of the doctor's report.
- d. The Diving Contractor and the Union agree that the intent of this Agreement is that only qualified Journeymen will be employed.

### **Section 6. Decompression**

- a. In the event the Diver is stricken with bends within 24 hours after their shift is completed, all transportation costs to a chamber for treatment and necessary attendance will be borne by the Employer.
- b. Decompression treatment for use in treating any diving accident or disease shall be according to current methods and procedures of the Undersea and Hyperbaric Medical Society, U.S. Navy treatment tables, or a recognized Diving Physician.

### **Section 7. Diving Safety**

When a Diver is being tended from an oil platform or when any part of a diving crew is lowered from a platform, a manned standby safety boat must be immediately available.

- a. Life support Equipment: Equipment shall be maintained according to company policy and ADCl standards and manufactures recommendations and requirements.

### **Section 8. Decompression Chamber Required**

- a. An approved decompression chamber shall be at the diving site whenever planned dives will exceed 100 ft. or the "no decompression" limits as specified by the U.S. Navy Standard Air Decompression Tables or the 60 ft. depth, if live-boating or in Cook Inlet.
- b. A single lock transfer chamber shall be approved for transfer of a stricken victim only.
- c. Flowcharts for Treatment Tables, Decompression Tables, and the nearest medical help will be immediately available at the jobsite.
- d. All valves, which can be controlled from within the chamber, shall have overriding valves installed, which are operated from outside the chamber. All valves will be identified as to their function.
- e. Oxygen fittings shall be installed on the chamber and hose and mask shall be kept inside the chamber. The equipment shall have the capability of supporting two Divers or more as required.

- f. Sight windows shall be installed in the wall of the chamber. Means of communication shall be set up between the inside and outside of the chamber.
- g. Chamber Air Supply. An adequate approved method of supplying air shall be readily available for the immediate operation of the chamber. When a chamber is required, it shall be under pressure and ready for immediate use during all diving operations.

**Section 9. Air Decompression Tables**

- a. Divers shall be guided by the latest available U.S. Navy Standard Air Decompression Tables and other appropriate diving tables, for decompression.
- b. Copies of the appropriate U.S. Navy table and the appropriate diving tables in use shall be available at the job site.
- c. Only one optimum dive within a 12 hour period will be permitted. Optimum time shall be defined as being in the "0" repetitive group, using the latest edition of the U.S. Navy diving tables.

**Section 10. Warnings**

- a. In navigable waters of the U.S., flags and lights shall be displayed in accordance with the requirements outlined in "Rules of the Road" Published by the U.S. Coast Guard. A traditional "Diver's Flag" should be displayed at the diving locations, in addition to others required, where power boats may be expected to enter the area. A traditional "Divers Flag" is identified as a white transverse stripe on a rectangular red field.
- b. Protection of Diving Area. If necessary, buoys should be anchored around the work area and the area roped off so as to keep unauthorized surface craft out of the immediate vicinity.

**Section 11. Divers Wage**

- a. The Diver shall receive a minimum of eight hours pay for any day, or part thereof at the appropriate rate regardless of the type of work performed or assigned by the Employer and coming within the jurisdiction of Local Union 2520.
- b. The standby rate applies only when no dive is made within the 8-hour shift. When a dive is made, the Diver shall receive the scale per CBA regardless of how many times the Diver comes to the surface. This is the "wet" pay rate. The dive shall constitute eight hours minimum.
  - 1) If used the Diving Foreman shall receive 12 and ½ percent above the Standby Diver scale.
  - 2) If used the General Diving Foreman shall receive 25 percent above the Standby Diver scale.
  - 3) When a contract calls for a Dive Medic Technician (DMT) to be utilized on a dive team, a DMT shall be paid at \$1.00 additional per hour over diver tender for the duration of the contract. The contractor or supervisor representing the contractor for said project shall select a DMT for their crew.
- c. Any time the Diver spends within a decompression chamber after the regular shift shall be paid for at the same rate as diving.

- d. When a diving crew has a work or standby day offshore, such as when confined on a platform or vessel, there is a minimum of 12 hours per day pay at the applicable rates. For onshore standby there is a minimum of 8 hours per day pay at the applicable rates.
- e. Cook Inlet Tide Work.  
Cook Inlet tide work is a special situation. The diving crew will be paid minimums of 12 hours for working one or two tides, 16 hours for working three tides and 24 hours for working four tides, with a 12 hour per day minimum for work or standby offshore. An exception to this is that when a crew is based onshore an 8 hour minimum for working one tide or standing by is acceptable. All hours worked after 8 hours, or time worked on Saturdays, on Sundays, and on Holidays, shall be at the applicable rate of overtime. The diving crew must have 8 hours off shift before they return to a straight time rate.
- f. Computing Divers "Wet" Pay For Cook Inlet  
For Cook Inlet tide work a Diver will receive 8 hours "wet" pay at the straight time rate for a dive in either or both the first and/or second tide of a shift. If they dive the third or fourth tide only, they will get 8 hours "wet" pay at the overtime rate. If they dive either or both the first and/or second tides and either the third or fourth tides, they get 8 hours straight time and 8 hours overtime at the "wet" rate. Diving 4 tides is 24 hours of "wet" pay, 8 hours Straight time and 16 hours overtime. Saturdays, Sundays and Holidays shall be at the applicable rate of overtime.

**Section 12. Depth and Premium Money**

- a. When it is necessary for a Diver to descend below the surface of the water, a premium, according to the following schedule, shall be paid in addition to the regular base day's pay as determined in Section 11.

<b>Depth Below Water Surface</b>	<b>Amount of Premium Per Foot</b>
50 ft. to 100 ft.	\$1.00
101 ft. to 200 ft.	\$2.00

For dives in excess of 200 feet, the Diver shall have the right to negotiate their own rate, but in no case shall the rate be lower than the 200 foot rate. This also applies to pilots of single atmosphere vehicles, suits or bells.

Depth shall be determined from surface to the actual depth reached.

- b. When divers are required to work the full optimum time underwater, one dive per shift shall constitute a full shift. Any dive past the optimum time shall be paid at the overtime rate. If a special condition exists after a Diver has completed their shift on the bottom at the optimum time and they are required to make another dive and expose themselves beyond the optimum time limits, it shall be considered another shift and they shall be paid for this time at the applicable overtime rate. Depth money shall be paid for at the regular depth pay rate.
- c. When it is necessary for divers to enter pipes or tunnels or other enclosures where there is no vertical ascent, a premium, according to the following schedule, shall be paid, in addition to the day's pay and depth money.

<b>Distance Traveled From Entrance</b>	<b>Amount of Premium Per Day</b>
5 ft. to 50 ft.	\$1.00/ft/day
50 ft. to 100 ft.	\$2.00/ft/day
100 ft. to 150 ft.	\$3.00/ft/day

For distances in excess of 150 ft., the amount of premium paid per foot to the Diver shall be negotiable, but in no case shall the rate be lower than the 150 foot rate.

- d. An additional Diver shall be stationed at the underwater point of entry when diving is conducted in enclosed or physically confining spaces.
- e. For distances in excess of 150 ft., it will be necessary to have an additional air supply for each 250 feet.
- f. In each of the above cases, a Standby Diver shall be dressed on deck.
- g. The Diver in charge and Employer shall man the job with such additional divers, tenders and assistant tenders and equipment as may be required to assure the safety of the worker.
- h. When it is necessary for a Diver to descend down through a vertical tube, there shall be sufficient amount of Diver's air supply hose to reach down through the tube and back to the surface, plus 25% in the event the Diver is unable to return through the tube due to strong tide or currents.
- i. Depth and distance pay is hereby established as per established shift and will be paid once for each 24 hour day.

### **Section 13. Tenders' Wage for Decompression Requirements**

When a Tender is required to undress the Diver and/or care for them in the decompression chamber under pressure, they shall receive wet pay for actual time at depth and depth pay for any depth beyond 50 feet.

### **Section 14. Helium-Oxygen Surface Diving With Wet Bell**

- a. The minimum crew for helium-oxygen shall consist of seven workers. The crew shall include two (2) divers, two (2) tenders, two (2) assistant tenders and one (1) supervisor.
- b. When a Diver using helium-oxygen is in the water, a dressed in Standby Diver shall be on deck ready to dive.
- c. The equipment on hand shall be adequate to safely maintain two (2) divers simultaneously at the maximum diving depth.
- d. The gas manifold operator shall receive the diving foreman scale.

### **Section 15. Helium-Oxygen Surface Diving Depth Pay**

Helium rates start at 200 feet, regular air rates apply up to 200 feet.

200 ft. to 250 ft.	\$3.00 premium per ft.
250 ft. to 300 ft.	\$4.00 premium per ft.

From 300 feet and down are to be subject to mutual agreement between the Diver and the Employer, but shall not be less than \$4.00 per foot per day.

### **Section 16. Bell Diving and Total Saturation Diving**

- a. Type of work covered  
All underwater work and deck work in support of same, using a Bell System for Bounce or Total Saturation Diving or when a One Atmosphere Pressure System is to be utilized.

Specifically included but not limited to, the manning of all diving systems on all offshore exploration and drilling vessels, all underwater maintenance necessary on all offshore exploration and/or drilling vessels, and on all offshore platforms using any manned underwater diving system.

b. Working Rules and Conditions:

1) Bounce or Short Duration Diving.

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 per shift will be a total of seven workers.

- 1 - Diving Supervisor
- 1 - Manifold Operator
- 4 - Diver and Standby
- 1 - Systems Tenders

2) Saturation Diving. Consists of Divers 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 a work task that prohibits short duration diving with a minimum crew of nine (9) workers.

On saturation work, where more than two (2) Divers are required to be saturated, the minimum crew to maintain the operation around the clock will be fourteen (14) workers.

- 2 - Diving Supervisors
- 2 - Manifold Operators
- 4 - Divers
- 6 - Tenders

c. Wages

1) Offshore Standby and Maintenance.

The weekly rate for offshore standby and maintenance for the Diving Crew will be based on forty (40) hours straight time and forty-four (44) overtime hours.

2) Bell and Saturation Diving.

Daily compensation for the Divers shall be figured so as to pay a base of (24 X ST wet pay rate) plus \$ 1.00 per ft., per day. In the event of a second 24 hour period, the Divers shall be paid the base pay plus the depth pay for the greatest depth the Divers attain, diving or decompressing, during the period. The day starts and ends at midnight.

3) The Diving Supervisor shall receive General Diving Foreman scale with appropriate overtime rate. The diving supervisor shall receive wet pay at the appropriate rate while the divers are under pressure.

4) The Manifold Operator shall be paid Diving Foreman scale with appropriate overtime rate when a dive is in progress and for as long as the Divers are under pressure.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

9/3/2021 | 4:17:41 PM PDT

Dated this \_\_\_\_\_.

ASSOCIATED GENERAL CONTRACTORS OF ALASKA

*Alicia Siira*

\_\_\_\_\_  
Alicia Siira, Executive Director

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

*Dustin J Swatek*

\_\_\_\_\_  
Dustin Swatek, Contract Administration, PNWRCC