

AGC of WESTERN & CENTRAL WA DIVERS ADDENDUM

SECTION 1: Working Rules

Article I

The following Special Working Rules are for all Divers performing work within the geographical area covered by the AGC of Washington Master Labor Agreement.

Employers signatory to this Agreement will not subcontract any commercial diving work within the jurisdiction that is to be performed at the job site except to a contractor who holds an agreement with the International Union (UBC) or one of its subordinate bodies or who agrees, in writing prior to or at the time of the execution of the subcontractor(s) to be bound by the terms of this Agreement.

If any provisions of this Agreement, or the applications of such provisions to any person or circumstances, shall be in conflict with provisions contained in the applicable Local Union or Council Agreements, the provisions of this Agreement shall supersede those contained in the Local Union or Council Agreements.

During the existence of this Agreement, there shall be no strikes, lockouts, work stoppages, or picketing arising out of any jurisdictional disputes. Work will continue as originally assigned, pending resolution of this dispute.

The terms of this Diving Agreement and local area Pay Scales Amendment are open to further negotiations when the employer and UBC agree that a specific project, industry or geographical area requires further evaluation. However, any change to terms or conditions in this Agreement will be available to any employer signatory to this Agreement.

Hiring

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

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

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

Subsistence and Travel are to be paid per the Master labor Agreement in area where work is performed

ARTICLE II

COVERAGE

The work covered by this Agreement and this Appendix shall include all work under the jurisdiction of the Union and the United Brotherhood of Carpenters and Joiners of America and shall include, but not be limited to, such work as described as follows: commercial diving in all its branches and phases, such as the salvage of all ships, vessels and barges, etc., the underwater repair, removing, dismantling demolition, burning and welding in all marine salvage operations; all underwater construction and reconstruction, and the salvage and removing of all underwater structures; underwater inspections and repair of hulls, docks, bridges and dams, underwater pipelines, sewage and water systems, underwater suction and discharge lines such as those used at chemical plants, pulp mills and desalinization plants; inspecting, surveying, removing rescuing and recovering of all objects below water surface; all underwater well completion; all underwater work on pipelines and hookups including petroleum, gas, water and sewage systems; the laying of underwater power and/or communications cables where diving is necessary; all offshore marine mining and dredging operations using Divers in any phase of their work seeking minerals and/or precious metals, etc.; all petroleum, fisheries research and experimental work where the use of Divers are necessary; all underwater demolition and blasting work requiring the use of Divers; the term underwater structures shall include beached or sunken vessels and other marine equipment.

Article III

DEFINITIONS:

1. **D. P. I. C.:** Designated person in charge (per OSHA Regulations).
2. **Dive Crew/Team:** A minimum crew/team size will be one (1) Diver, one (1) Tender, and one (1) Standby Diver. Crew sizes can be increased to meet productivity and safety requirements by contractor or any regulatory agency.
3. **Dive Supervisor:** A Dive Supervisor will be added to dive crew/team when deemed necessary by the contractor for dive operations with multiple divers in the water, multiple teams are deployed or when deep gas diving operations are being performed. A Dive Supervisor is in charge and responsible for all aspects of the diving operation, supervising all personnel in the dive crew/team. A designated Dive Supervisor will not be required to dive during any shift he is assigned to as Dive Supervisor. The Dive Supervisor will always be the D. P. I. C.

Dive Master: As Required By an Agency

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

5. **Stand-by Diver:** A Stand-By Diver is a person, dressed in at the dive location, immediately available to assist a Diver in the water for safety purposes.

6. **Tender:** A Tender is a person who, from above the surface of the water or liquid medium, aids and assists the Diver by coordinating topside activity; aids in dressing and undressing the Diver; maintains communications with the Diver; and generally maintains the diving equipment on the jobsite.
7. **Assistant Tender:** An Assistant Tender is an extra Tender available to assist the Diver's regular Tender by handling tools, equipment and diver's hose.
8. **Manifold Operator:** A Technician qualified to operate a manifold and/or mixer of helium, oxygen or other gases for the purposes of providing the proper mixture of these breathing gases to the Diver or Divers. A Manifold Operator is not required for pre-mixed nitrox not mixed at jobsite.
9. **Technician:** A Technician proficient in the operation and maintenance of mixed gas, bell bounce or saturation diving equipment. Works under direct supervision of the Diving Supervisor.
10. **FSW:** Feet of Sea Water or equivalent static pressure head.

Article IV

Safety & Health Working Rules

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

Safety shall have the highest of priorities in this Agreement.

- A.** All Federal and State Safety Rules, Regulations, Orders and Decisions shall be binding upon the individual contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions. The individual contractors shall be solely responsible for implementation and maintenance of such Safety Laws, Rules, Regulations, Standards, Orders and Decisions. Neither the Union nor any Local Unions or Regional Councils are responsible for such implementation or maintenance.
- B.** A copy of the appropriate Rules and Regulations must be on the jobsite and be available to all Members of the Dive Team.
- C.** When a Diver is performing diving work under the terms and conditions of this Agreement he shall be tended by a Tender who is satisfactory to the Diver concerned.
- D.** Reporting for work: per the area Master Labor Agreement.

Article V

Deep Water, Bell/Vehicle System Total Saturation Diving Agreement

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

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

This Agreement shall apply to and cover the following classifications:

Dive Supervisors, Divers, Stand-By Divers, Tenders, Remote Operated Vehicle (ROV) Operators, Manifold Operators, Technicians and EMT's.

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

Article VI

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

A. Definitions:

1. **Bounce of Short Duration Diving Using the Pressurized Bell:** Consists of a Diver going under pressure to a given depth, spending a short period of time consistent with current diving tables, and then coming to the surface and decompressing on short decompression profile. Minimum crew size will be a total of seven (7) men/women.

2. **Bell Diving Under Pressure:** For short duration dives using a bell, in addition to the Diver's regular hourly rate, plus depth premium. This premium is per day, midnight to midnight and shall be paid regardless of whether or not the Diver actually leaves the bell.

3. Saturation Mode of Diving

(a) Consists of a Diver living under pressure continuously until a work task is complete and then decompressing at a saturation decompression profile. It shall be permissible to saturate two (2) Divers to complete a work task that prohibits short duration diving with a minimum crew of ten (10) men/women, plus additional personnel as required.

(b) On saturation work, where more than two (2) Divers are required to be saturated (diving is required around the clock), the minimum crew will be a total of fourteen (14) men/women.

4. Crew Size Concerning Bounce and/or Saturation Diving

(a) Bounce of Short Duration Using Bell:

Consists of a Diver going under pressure to a given depth, working a period of time consistent with current tables and then coming to the surface and decompressing. Minimum crew size will be a total of seven (7) men/women:

1 - Dive Supervisor	3 – Divers
1 - Manifold Operator	2 - Tenders

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

(c) Saturation Crew Breakdown

2 - Dive Supervisor	2 - Technicians
2 - Manifold Operators	4 – Diver/Tenders
4 – Saturation Divers	

In the event that any of the diving crew on paid shore Stand-By alert finds it necessary to go off alert, they will be off the payroll during the time they are not on alert and the diving contractor will hire a person on a temporary basis to replace them.

SECTION 2: PAY SCALES

The rate of pay for any classification of employee performing work as part of a dive crew/team shall be the highest rate of pay for any classification he/she worked at during that day regardless of topside duties.

Decompression: When Divers are working at a depth and time that require any decompression they shall be paid the Diver Diving Rate for a minimum of eight (8) hours.

Any time a Diver or Member of a Dive Team is called out but has not been required to dive he shall receive a minimum callout per the Master Agreement at the straight time Piledriver rate.

A. Dive Supervisor / Dive Master: Dive Supervisor and Dive Master shall receive the same pay as a Diver Diving’s hourly scale plus \$1.50 per hour. Dive Supervisor pay does not include depth or enclosure premiums.

B. Divers Regular Hourly Rate: The Diver including a Stand –By Diver who is not required to dive shall receive the pay of Pile Driver Foreman hourly rate plus two dollars (\$2) per hour.

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

D. Tender:

1. Tender shall receive the hourly rate of the classification of Pile Driver Foreman.

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

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

F. Manifold Operator:

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

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

G. Bell/Vehicle or Submersible Operator Diving Not Under Pressure, etc.: One Atmosphere Bell specifically designed for construction work and self-propelled manned submersible operators shall be paid the Diver Diving hourly rate plus premiums.

H. Remote Operated Vehicle (ROV) Operator: The ROV Operator shall receive the hourly rate of the classification of Pile Driver Foreman.

I. ROV Tender/Technician: Wage scale same as Pile Driver.

J. Miscellaneous:

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

2. Fringe Benefits are due as specified in the Carpenter's Master Labor Agreement for the area in which hours are worked or paid for with the exception of premiums.

3. Employees may be required to perform any combination of work within the Dive Crew/Team with the exception of Dive Supervisor/Dive Master.

4. The current cost of a soft goods package for required hat certifications shall be paid by the employer for employees with at least 750 hours worked for that employer over the past calendar year. During the Certification process, any repair beyond the current cost of a soft goods package shall be paid by the Diver.

K. Premiums

1. Depth Premiums: When it is necessary for a Diver to descend below the surface of the water to depths in excess of 50 feet, a premium according to the following schedule shall be paid, in addition to the Diver's hourly rate:

<u>DEPTH BELOW WATER SURFACE (FSW)</u>	<u>AMOUNT OF PREMIUM PER FOOT</u> <u>Amount of Premium per</u> <u>Each Foot Over 50 Feet</u>
50ft. to 100ft.	\$2.00
101ft. to 150ft.	\$3.00
151ft. to 220ft.	\$4.00
221ft. to 299ft	\$5.00

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

2. Diving in Enclosures Premium Rates:

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

<u>Distance Traveled</u> <u>From Entrance</u>	<u>Amount of Premium</u> <u>Per Day</u>
0ft. to 25ft	N/C
25ft. to 300ft.	\$1.00 per. ft.

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

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

L. Depth and enclosure premiums: are at the straight time rate in addition to the base or overtime rate and are not to be used in calculating overtime pay.

**Pay Scales for Pressurized Bell/Vehicle Diving
and/or Saturation Diver**

A. Wages, Hours and Working Conditions

1. Wages (Daily Rate):

(a) **Short Duration Diving:** A Diver using surface supplied air or helium-oxygen will be paid Diver's rate plus applicable premiums.

(b) Short Duration Bell/Vehicle Diving: Short duration dives or bounce dive using the Pressurized Bell/Vehicle; Diver's pay rate plus applicable premiums, wet or dry.

(c) Saturation Diving: Saturation Divers will be paid the current Divers Stand-By rate until saturation starts. Once under pressure, the rate will be 24 times the straight time Diver's pay rate plus applicable depth pay. The pay remains the same for either on dive or dive days. This rate constitutes payment for the entire 24-hour period measured from midnight to midnight.

(d) Dive Supervisor: Dive Supervisor shall receive a Diving Diver's rate plus \$1.50 per hour. Dive Supervisor shall not dive except in a life-threatening emergency. No other premiums apply.

(e) Assistant Dive Supervisor: Assistant Dive Supervisor shall receive the Diver's rate, plus \$1.00 per hour. No other premiums apply.

(f) Emergency Medical Technician (EMT): EMT's when performing as a member of the dive team as tender or technician will receive their applicable rate plus one dollar per hour.

(g) Technicians: All other technicians and support personnel will be paid at the rate of a Pile Driver.

(h) Saturation Depth Pay Bonus: \$1.00 per foot of pressure (fsw) shall be paid per Diver per twenty-four (24) hours, from midnight to midnight, from surface (wet or dry).

(i) Stand-By Alert Time: Stand-By alert time on beach shall be one Stand-By shift per twenty-four (24) hours.

2. Hours and Overtime

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

(b) Saturation Crews: Overtime for people under saturation begins Friday midnight and ends midnight Sunday. All Holidays, or days celebrated as listed in the area Master Labor Agreement shall be paid at double the straight-time rate. Not applicable to depth premiums.

(c) Shift Personnel When Billeted Offshore: The employer may establish two (2) twelve (12) hour shifts. When working such shifts the starting time for diving support personnel shall be established within one (1) hour of 12:00 a.m. or 12:00 p.m., unless mutually agreed to by parties. When working twelve (12) hour shifts, starting time for Divers shall be established as beginning when the Diver is summoned to perform tasks by Dive Master/Supervisor or by a party to whom he has delegated this authority. If extenuating circumstances prevent at least eight (8) hour rest period between shifts, the personnel working such shifts shall be paid during the rest period and overtime rates will apply. The contractors agree that they will make reasonable effort to restrict such activity to strictly extraordinary situations.

(d) Dive Crews/Teams are to receive a minimum of twelve (12) hours Stand-By pay per day
All work on Saturday will be paid at time and one-half (1 ½ x) the regular hourly wage rate. All hours worked on Sunday and holidays will be paid at double (2x) the wage rate.

For the AGC of Washington

For the Pacific Northwest Regional
Council of Carpenters

Date
Doug Peterson
Director of Labor Relations

Date
Edward Triezenberg
Contracts Administrator