

**WYOMING MASTER AGREEMENT**

BETWEEN

**THE WYOMING CONTRACTORS GROUP**

AND

**THE PACIFIC NORTHWEST REGIONAL COUNCIL OF  
CARPENTERS**

AND

**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

**APRIL 8, 2013 THROUGH JUNE 30, 2015**

**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS  
25120 PACIFIC HWY SOUTH SUITE 200  
KENT, WASHINGTON 98032  
800-573-8333**

## PREAMBLE

This Agreement and the Supplemental Agreements attached hereto is a Successor Agreement Wyoming General Carpenter and Wyoming Heavy Highway and Industrial Agreement and is hereby entered into this 8 day of April, 2013, by and between **Industrial Services Inc. and Redi Project Services** collectively recognized as the **"WYOMING CONTRACTORS GROUP"**, hereinafter referred to as "EMPLOYER", and the **PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**, thereafter referred to as "UNION" and acting as the bargaining agent for the Local Unions and Councils who have assigned their bargaining rights. The Employer and Union have entered into the following Agreement and those specific Supplemental Agreements that have been executed by the Employer for the purpose of promoting and improving the relations between the Employer, its employees, and the Union, establishing a formal understanding relative to all conditions of employment, and providing the means for the amicable and equitable adjustment of grievances which may arise.

WITNESS: In consideration of the mutual covenants herein set forth which have been mutually agreed to, the Employer and the Union shall be bound as follows:

## ARTICLE I PURPOSE

The purpose of this Agreement is to promote a settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in building construction work in the area affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the Employer and the Union to their mutual advantage.

It is understood that the following terms and conditions relating to the employment of workers, covered by this Agreement, have been decided upon and the following provisions will be binding upon the parties to this Agreement during the term of the Agreement or renewal thereof.

No contractor signing this agreement shall incur any liability or indebtedness for any other contractor signing this agreement.

## ARTICLE II TERRITORY, WORK AND EMPLOYEES COVERED

Section 1. Territory - The entire State of Wyoming, including Yellowstone Park.

Section 2. This Agreement shall govern employees engaged in all types of Heavy Engineering Building Construction and General Building construction work coming within the recognized jurisdiction of the Union and performed within the boundaries of the State of Wyoming.

General Building Construction is defined as including but not limited to the following: construction of all commercial buildings such as stores, warehouses, shops, hotels, motels, hospitals, housing projects, office buildings, shopping centers (building only), garages, schools, churches, stadiums, convention centers, banks, airport hangars, airport buildings, restaurants, medical centers (buildings), post offices, sanitation (building) projects, and all other work of similar nature, including demolition of same.

Heavy Engineering Building Construction work is defined as including but not limited to the following: construction of all industrial plants such as oil refineries, chemical manufacturing plants and / or processing mills, mining (ore processing) mills, smelters, factories, hydroelectric power plants, nuclear power plants, steam generating (coal and other fuel type) power plants, atomic reactor construction, manufacturing plants (excluding small type \$150,000 or less in value), missile and antimissile silos and missile or antimissile projects, all reclamation projects, irrigation dams, canals, reservoirs, etc. (when connected with or part of in any way with power plant construction), all harbor developments or construction including demolition of the same.

Section 3. This Agreement shall govern employees engaged in all types of Heavy Engineering Building and General Building Construction work coming within the recognized jurisdiction of the Union and performed within the boundaries of the State of Wyoming.

Section 4. Employee - This Agreement shall cover only those classifications of employees as listed employed by the Employer in the State of Wyoming on work defined in Article II, Section 2.

### ARTICLE III UNION RECOGNITION

Section 1. The Union recognizes the employer as a bargaining representative during the term of this Agreement for territory and work specified in Article II.

Section 2. The Employer recognizes the Union as the collective bargaining agent for all employees who are covered by this Agreement and will negotiate with the Union on all matters affecting those employees.

Section 3. The Union shall refer, if possible, workers who are experienced and efficient in the particular type of work named in the request, and in connection therewith, the Employer may request a particular worker or workers by name.

The Union and the Employer, respectively, hereby agree that each for itself will not adopt or place into effect any working conditions or practices, which now are or hereafter may be in contravention of the provisions of the National Labor Relations Act, as amended, and that neither the Union nor the Employer will make or impose any such conditions or practices upon any person who may apply for work from the Employer or upon any person who now or hereafter may be employed by said Employer.

Section 4. The Employer agrees to notify the Union of employment needs for all work covered by this Agreement.

Section 5. To safeguard continuity of employment and thus protect unemployment insurance for employees, neither the Pacific Northwest Regional Council of Carpenters, nor the Signatory Local Unions, nor representatives of either, shall have the right to transfer employees from one Employer to another, or to replace a worker with another.

**ARTICLE IV**  
**SETTLEMENT OF DISPUTES**

Section 1. This Agreement is a guarantee that there will be no lockouts and all grievances and disputes between the Employer and the Unions, or between different crafts on the work, will be handled as hereinafter provided.

Section 2. The Union agrees that during the term of this Agreement, it will not cause, authorize, or take part in any strike, slowdown, sit-down, picketing, and cessation of work or similar acts against signatory Employers until grievance procedures as outlined herein have been exhausted, and the Employer agrees that during the term of this Agreement, it will not lock out its employees.

**JURISDICTIONAL DISPUTES**

Section 3. The Employers signatory to this Agreement agrees to make assignments of work in accordance with signed International Agreements or Agreements of record.

(a) If there is no such agreement applicable to the disputed work, the Employer shall assign the work in accordance with prevailing practice in the area.

(b) If a dispute arises, the Union Representative of the Disputing Crafts and the Employer cannot settle that, it shall be referred to the General Presidents of the affected International Unions for adjustment.

(c) Providing work is assigned in accordance with Section 3 and 3a of this article, the Contractors assignment shall apply and there shall be no stoppage of work while the Jurisdictional Dispute is being adjusted.

Section 4. Nothing in this Agreement shall be construed to define or determine any craft jurisdiction or the recognition thereof by the Employer.

Section 5. In case of any dispute arising on the job, which cannot be settled, by the Steward and the Foreman it shall be referred to the Union Representative and Employer, or their authorized representative. If such dispute cannot be settled within four days the matter shall be settled by a board of arbitration, composed of two members of the Union and two representatives of the Employer and a fifth to be named by the four selected within four days. The expense of such arbitration shall be shared equally by the Employer and the Union. The majority decision of the Board shall, after proper hearings, be final and binding upon both parties, and shall be rendered within seven days after the hearings before the Board. All work and other conditions prevailing immediately prior to the raising of the question to be decided under this article shall remain unchanged until a final decision has been reached herein. The board of Arbitration shall have no power to add to, subtract from, or change the terms and provisions of this Agreement.

**ARTICLE V**  
**AUTHORIZATION OF UNION REPRESENTATIVE AND STEWARD**

Section 1. An authorized representative of the Local Unions or the Pacific Northwest Regional Council of Carpenters shall be allowed admission to the job in carrying out the provisions of this agreement, providing that the Union representative first checks in with the authorized representative of the Employer on the job.

Section 2. The Union shall submit in writing to the Employer the names of its stewards, and such changes of stewards as may occur from time to time, and the Employer shall recognize such stewards selected by the Union. Oral notification of stewards will be acceptable whenever written notice is not practical.

Every steward shall perform work for the Employer to the same extent as other employees. However, a steward may take reasonable time off from his/her regular duties when an employee, or group of employees, desire to take up with the steward any matter which is believed to be in violation of this Agreement. In such cases, before leaving his/her job the steward shall inform the immediate supervisor where he/she wishes to go and shall secure permission to leave. Stewards shall also report back to the supervisor upon return.

When forces must be reduced, or other than regular hours worked, the steward shall be given preferential treatment and be retained over journeymen if all other considerations are equal. When a shop steward must be laid off or discharged, the Union will be notified twenty-four (24) hours prior to such action. A steward will be given a reasonable amount of time to make a report once a week. If the Employer feels that the steward is taking advantage of "reasonable time" he can appeal to the Union and prompt adjustment shall be made by the Union.

No steward shall be allowed to solicit membership in his organization or collect any monies from any employees on the job site during working hours. No steward will be discharged by the Employer because of his Union activity.

## ARTICLE VI MANAGEMENT

Section 1. The number of workers to be employed is at the sole discretion of the Employer. The fact that certain classifications and rates are established does not mean that an Employer must employ workers for any one of all such classifications.

Section 2. The Union agrees not to interfere in any manner with the Employer's right to use any type or quantity of machinery, vehicle, tools, or appliances or method of operation, provided the Employer does not use prison-made goods.

Section 3. Should any emergency arise at a time when carpenters are not available at the job site, the work shall be carried on by any employee whom the Employer may select for the period of such emergency.

Section 4. When an employee is temporarily required during any one day to perform work, of duration of one hour or more, of another classification within his/her craft, the following applies: any work performed before the noon lunch break shall be paid the higher rate for all four (4) hours. If

he/she then continues to work after the noon break at the same classification, he/she shall be paid for actual time worked.

Section 5. For the purpose of this Agreement emergency work shall be defined as follows: Where workers of the proper craft are not available, or because of the short duration of the particular job to be performed it would be impractical from both the Employer's and the Union's standpoint to dispatch the workers ordinarily used. Emergencies shall be limited to one day's work, or until a journeyman is available.

## **ARTICLE VII EMPLOYEES COVERED**

Section 1. This Agreement covers all employees coming under those classifications enumerated herein as defined in the National Labor Relations Act of 1947 as amended.

## **ARTICLE VIII ADMISSION TO UNION**

Section 1. All present or former employees of the Employer shall be admitted to the Union only on the same terms as any Union employees.

Section 2. No worker will be required to leave his/her job until relieved by a competent substitute.

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

Section 1. The standard workday shall consist of eight (8) hours of work between 7 a.m. and 5:30 p.m. with one-half hour designated as an unpaid lunch, which shall be between the hours of 11:00 a.m. and 1:00 p.m. The standard workweek shall be five (5) days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week. The hours of work may be changed by mutual consent of the Union and Contractor. At no time will lunch be later than five (5) hours after the start of the shift.

A standard work week of four (4) ten (10) hour shifts working either Monday through Thursday or Tuesday through Friday can be established by mutual consent of the employer and union. A project the standard work week of four (4) ten (10) hour shifts is being request on must last at least four (4) shifts for at least one employee

Carpenters shall receive one and one-half (1 1/2) times their regular rate of pay for overtime worked Monday through Saturday.

No employee shall be allowed to work in excess of twelve (12) hours. In case of an emergency, an employee required to work in excess of twelve (12) hours shall be paid at the rate of double time for the balance of the shift.

Section 2. The following holidays shall be considered as legal holidays: New Year's Day, Memorial

Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. If a holiday falls on Sunday the following Monday shall be observed as a holiday. No work shall be performed on Labor Day except in the case of emergencies. Permission may be granted to work. All work performed on holidays and Sundays shall be paid at double time rate.

a) On General Election Day, Employer and Union agree to observe State Statutes providing workers time to vote.

### Section 3. LUNCH AND REST PERIODS:

(a) When a worker is required to work through his/her regular lunch period, he/she shall be given adequate time to eat, but not to exceed thirty (30) minutes and will be paid for his/her lunch period at the rate of one and one-half (1 1/2) times the regular rate of pay.

(b) No work shall be performed in excess of ten (10) hours unless a second lunch period of at least thirty (30) minutes is furnished with a meal provided by the Employer, and the employees are paid at the applicable overtime rate thereafter. If work is to continue in excess of four (4) hours thereafter, they shall be allowed sufficient time to eat without loss of pay after each four (4) hours of work with the meal furnished by the Employer.

(c) Employees may bring a Thermos and take coffee at their assigned place of work. No organized coffee or snack breaks will be permitted.

(d) Employees working on Boiler Scaffolds only shall be permitted two (2) fifteen (15) minute coffee breaks - one (1) between starting time and lunch time, and one (1) between lunch time and quitting time.

Section 4. When a single daytime shift is employed with one-half (1/2) hour for lunch, all work performed during the day in excess of the scheduled shift of eight (8) hours or ten (10) hours shall be paid at the applicable overtime rate.

Section 5. When two (2) or more shifts are worked, the day shift shall work eight (8) hours exclusive of lunch period and shall be paid for eight (8) hours. The second or afternoon shift shall work seven and one-half (7 1/2) hours exclusive of lunch period and be paid for eight (8) hours work; the third or graveyard shift shall work seven (7) hours exclusive of lunch period, and be paid for eight (8) hours work. Multiple shift operations will be recognized only when three (3) consecutive days are worked for each shift.

On three (3) shift operations, the first shift of the day and workweek shall start at 8:00 a.m. on Monday and such workweek shall end with the closing of the third or graveyard shift at 8:00 a.m. on Saturday. All work performed between the hours of 8:00 a.m. on Saturday and 8:00 a.m. on Monday shall be compensated for at the applicable overtime rate.

On two (2) twelve (12) hour shifts operations, both shifts shall be on the job for twelve (12) hours and paid for twelve hours with a paid lunch.

**ARTICLE X  
REPORTING TIME**

Section 1. When a non-established worker reports to the Employer as requested by the Employer, and the worker is not put to work, as requested, they shall be paid eight (8) hours at straight time rate applicable to the classification if the work site reported to is over fifty (50) miles from the dispatch point or the employees established residence whichever is closest. If the work site is less than fifty (50) miles, the worker shall be paid for four (4) hours pay. The payment is contingent on the worker reporting as specified in the Employer's request.

Section 2. Employees established on the job shall report to work each scheduled working day unless notified by the Employer at the end of the previous shift not to report, or informed by a notice posted at some mutually agreed upon location not to report to work.

Section 3. An established employee who reports for work at the scheduled time and place and is not put to work shall be paid two (2) hours pay at the straight time rate unless notification has been given by the Employer as in Section 2 above.

Section 4. An established employee who is put to work for one-half (1/2) shift or less shall be paid for one-half (1/2) shift. If worked in excess of four (4) hours, employee shall be paid for actual time worked.

Section 5. The Employer shall be released from the provisions of Sections 1, 3, and 4 above where weather conditions make it impossible for work to start or continue, provided it is optional with employees whether they shall report to work or not in case of adverse weather conditions (as provided in Section 2.) If work is halted by weather conditions, employees shall be paid for actual time worked.

Section 6. An employee who ceases to work on his own volition shall be paid for actual time worked only.

**ARTICLE XI  
APPRENTICES AND JOURNEYMAN UPGRADING**

Section 1. In order to maintain a sufficient number of skilled carpenters in the industry covered by this Agreement, the necessity for the employment of apprentices is hereby recognized, and the employment and proper training of as many apprentices as is reasonable and practicable shall be encouraged and undertaken by the Employer and Union.

The Employer and the Union agree to participate in the Wyoming State Carpenters Joint Apprenticeship Training Committee with equal Employer and Union representatives who shall have full authority to act for all their respective groups.

Section 2. The Employer agrees that he will not hire any new apprentice carpenters who have not been approved by the Joint Apprentice Committee. The scale for the apprentices shall be as follows:



## CARPENTER APPRENTICESHIP RATES

1st Year	70% of Journeyman Scale
2nd Year	75% of Journeyman Scale
3rd Year	80% of Journeyman Scale
4th Year	85% of Journeyman Scale

Each Employer shall pay into an Apprenticeship and Training Trust Fund fifty-five cents (.55) per hour for each carpenter hour worked for the financing of an Apprenticeship and Training Program.

A Trust Fund has been set up by a committee composed of three (3) Employer representatives and three (3) Union representatives who shall have full control of the Administration of this Apprenticeship and Training Trust Fund. This committee shall be responsible to both parties. The management of this fund, together with the amount, shall be open to negotiations at the request to either party.

## ARTICLE XII HEALTH AND SAFETY

Section 1. No employee shall be required to work with unsafe equipment, or under unsafe conditions. Clean, uncluttered, roomy and heated shelters shall be provided from inclement weather to eat and change. All state health and safety laws will be observed.

Section 2. It is agreed that the Employer shall furnish suitable drinking water and facilities and sanitary drinking cups on each job and that clean sanitary toilets shall be furnished on each job.

Section 3. In the interest of safety, the Employer may require the employee or prospective employee to take a physical examination from a competent medical doctor and the Employer shall pay all costs of such examination.

Section 4. No foreman shall send less than two (2) men to a dangerous job where accident or injury might occur.

Section 5. Employer shall furnish hard hats, raingear, and all other required safety equipment except prescription safety glasses and steel-toed boots.

Section 6. All carpenters working in the state of Wyoming are required to have ten (10) hours of safety training per year.

## ARTICLE XIII OTHER AGREEMENTS

Section 1. No oral or written agreements which conflict or are inconsistent with this contract or any supplemental agreement thereto shall hereafter be entered into by and between Employer, Union and/or any individual employee performing work within the recognized jurisdiction of the Union, except as provided in Section 2 of this Article.

Section 2. A pre-bid conference shall be conducted whenever requested by the Employer or the Union when a job of unusual nature, size, duration, location or other conditions result in a problem relating to that job. A special Agreement for that job may be negotiated. Pre-job conferences may be conducted whenever requested by either party.

#### **ARTICLE XIV PICKUP TIME**

It is agreed that the members of the Union shall be allowed ten (10) minutes pick-up time, and no more, commencing ten (10) minutes prior to the end of each shift.

New carpenters shall report to work with good quality, accurate and sharp tools. No carpenter will make a practice of borrowing tools from other carpenters on the job, nor be required to loan or furnish tools to the laborers or other crafts on the job. The Employer shall furnish necessary means for keeping tools sharp once the worker is established on the job or pay for sharpening if the tools must be sent out for service.

#### **CHANGE ROOM AND TOOL STORAGE**

The Employer shall furnish safe, adequate, and warm change facilities and storage space for the carpenters and their tools and working apparel; and shall be responsible for the loss of said tools and working apparel in case of physical break-in or damage by fire, water, equipment, etc. up to the actual value of the tools, but not to exceed four hundred dollars (\$400.00) per individual per incident except in those circumstances where the employer requires more tools and a complete inventory list is provided by employee. Reimbursement or replacement shall be made within thirty (30) days. Replacement or reimbursement will be made on removal from payroll or in the case of job completion, if less than thirty (30) days. The Employer may make an itemized list and examine the employee's tools upon arriving and leaving the construction site. Tool check-in and checkout may be made by the Employer.

All carpenters shall furnish the necessary tools to do the job assigned to them, except for power tools and expendable tools, such as drills, taps, hacksaw blades, files or special tools required by the Employer.

When Employer-furnished tools or materials are hauled or transported by any employee in his private conveyance, said employee shall be properly compensated for the same. No employee may use his private conveyance for the purpose of conveying or transporting Employer's tools or material without the consent of the Employer.

#### **ARTICLE XV WAGES**

The classifications of employment and minimum wage scale shall be in accordance with Schedule "A" attached hereto.

Wages shall be paid at least once a week, before quitting time on payday. Any employee who

quits shall be paid no later than the next regular pay period, and if discharged, wages become due immediately and in no case shall be paid later than twenty-four (24) hours. Failure to pay employee on time shall constitute waiting time, and all waiting time shall be paid at the employee's regular rate of pay providing the delay is attributable to the Employer only. Waiting time as used herein is limited to eight (8) hours in any calendar day. Payroll will be assumed to be correct and there will be no adjustment requested by the Union unless the employee makes a protest within ten (10) days.

When an employee is laid off, refused, or terminated, he shall be given a termination slip showing the reason.

The Union agrees that no demand for any increase in any wage rate above that specified herein will be made on any job within the State of Wyoming either by the Union or any member of the Union except as provided herein.

When an employee is laid off, he shall be given one-half hour pick-up time prior to quitting time.

#### **ARTICLE XVI SAVINGS CLAUSE**

Should any part or provision of this Agreement be rendered or declared invalid by reason of existing or subsequent enacted legislation or by any decree of a court of competent jurisdiction, said invalidation of such part or provision of this Agreement shall not invalidate the remaining part of provision hereof.

On July 1, or January 1 of each year, either party on giving written notice may request and receive consideration to revise an amendment or additional article of this Agreement exclusive of wages. Both parties will within fifteen (15) days upon receipt of such notice, meet to consider such request.

#### **ARTICLE XVII CIVIL RIGHTS ACT COMPLIANCE**

The parties hereto agree that they will comply with the requirements of Executive Orders 10925 and 11114, and Title VII of the Civil Rights Act (or any laws which should supersede the Acts.)

**SCHEDULE A**

**EFFECTIVE: 1, 2013 – JUNE 30, 2014**

<b>CLASSIFICATIONS:</b>	<b>Hourly Wage</b>	<b>Dues Deduction</b>	<b>Foreman Wage</b>	<b>Foreman Dues</b>
Heavy/Industrial	\$24.37	\$0.97	\$26.81	\$0.97
General/Commercial	\$21.69	\$0.87	\$23.86	\$0.87

Foreman receives an additional General Foreman receives an additional 5% an hour above the Foreman. General Foreman receives an additional 5% an hour above the Foreman.

<b>APPRENTICE:</b>	<b>Heavy</b>	<b>DUES</b>	<b>General</b>	<b>DUES</b>
1st Year 70%	\$17.06	\$0.68	\$15.18	\$0.61
2 <sup>nd</sup> Year 75%	\$18.28	\$0.73	\$16.27	\$0.65
3rd Year 80%	\$19.50	\$0.78	\$17.35	\$0.69
4th Year 85%	\$20.71	\$0.83	\$18.44	\$0.74

*\*\*No Pension contributions will be paid for apprentices during the 1<sup>st</sup> or 2<sup>nd</sup> period.*

**FRINGE BENEFITS:**

Health & Security.....	\$5.25
401k.....	\$3.00
Apprenticeship Fund.....	\$0.55
TOTAL Benefits.....	\$8.80
Vacation (Employee deduction)	-\$1.00

***\*\*Effective July 1, 2014 an additional \$1.00 shall be added to the total Wage and Benefit Package for the duration of the Agreement. The total increase will be distributed between Wages and Benefits at the discretion of the Union***

**FOREMAN**

Any one other than the Employer or his direct representative giving instruction to Carpenters on the job shall be termed as a Foreman and shall receive a Foreman's rate of pay. Foreman may be a working Foreman and must be a Journeyman Carpenter. When three (3) or more workers are employed in a crew on a job one shall be a Foreman and receive Foreman rate of pay.

A Foreman shall receive not less than 10% per hour in addition to the Journeyman Carpenter's rate, excluding Saw man and Welder. Overtime shall be paid at the applicable rate. No Foreman shall work with his tools when there are more than eight (8) workers in his crew and shall not work a crew of over fourteen (14) workers. When a job has three (3) or more Foremen, there shall be a General Foreman on the job.

**GENERAL FOREMAN**

A General Foreman, if used by the Employer, shall receive not less than 15% per hour in addition to the Journeyman Carpenter's rate excluding Saw man and Welder. Overtime shall be paid at the applicable rate.

Any Carpenter covered by this Agreement shall be supervised by a Foreman/General Foreman of their respective craft, when one is employed.

#### **UNION DEDUCTIONS-DUES CHECK OFF:**

In accordance with the terms of an individual and voluntary written authorization for check-off of Membership dues in the form permitted by the provisions of Section 302 (c) of the Labor Management Act, as amended, the Employer agrees to deduct for working dues an amount of wages once each week which has been or will be in the future authorized by the Membership. The working dues, which are deducted, shall be paid monthly by the fifteenth (15th) day of the month following the month in which they are deducted. The Employers will remit the Union dues deducted on the transmittal forms used for fringe benefit contributions and that the pro-rata costs of such forms and the collection and accounting thereof, including any costs incurred by the administrator for acting as authorization depository, will be paid by the Union to the fringe benefit administrator. Dues deduction may be changed once per year on the anniversary date of the contract.

#### **FRINGE BENEFITS**

**1. Health and Security:** It is agreed by the parties hereto that all employers covered by this Agreement shall contribute five dollars and twenty-five cents (\$5.25) herein for each compensable man hour of Carpenters employed by Employers covered by this Agreement, which contribution shall be made to the **Western Washington Carpenters-Employers Health and Security Trust Fund ( PO Box 1929 Seattle WA. 98111)** in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Health and Security Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatory to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member employers.

**2. 401k:** In addition to the wage rates listed in the Schedules attached hereto, the Employers shall pay into a 401(k) Retirement Fund known as the "Eastern Washington-Northern Idaho Carpenters Retirement Fund" (which sponsors the Eastern Washington-Northern Idaho 401(k) Retirement Plan) effective June 1, 2012, an employer non-elective contribution a sum as listed in Schedule "A-1" per compensable hour for all employees covered by this agreement. Such payments shall be made monthly on or before the 15<sup>th</sup> of the month following that for which contributions are being made and shall be deposited in a delegated bank or banks in accordance with the negotiated Trust Agreement dated January 2, 2002 between the Inland Northwest Associated General Contractors of America, Inc. and the Pacific Northwest Regional Council of Carpenters and the individual members thereof. The signatory employers agree to abide by all the terms and conditions of the Trust Agreement and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement. In addition, for any employee who elects to have tax-deferred elective contributions deducted from his

compensation for remittance to the Eastern Washington-Northern Idaho Carpenters 401(k) Retirement Plan, the signatory employers agree to remit such elective contributions on the employee's behalf monthly on or before the 15<sup>th</sup> day of the month following the month in which the employee has had the contributions deducted from his compensation, in accordance with the Trust Agreement referenced above.

**3. Vacation Fund:** The Agreement and Declaration of Trust of the **Wyoming Carpenters Vacation Trust (141 S. Center St Suite 200 Casper, WY. 82601)** and Rules and Regulations as established by the TRUSTEES, including any language authorizing the trustees to require the employer to maintain a fringe benefits bond. The TRUSTEES appointed there under are accepted as the Trustees by the employer.

**4. Dues Check-off:** The Contractor shall, for the duration of this Collective Bargaining Agreement, and for any employee who submits a signed authorization card, deduct from each pay period, the Union Membership dues specified by the Union, and shall prior to the 15<sup>th</sup> day of the following month, remit same to **Washington-Idaho Carpenters Employers Health and Security Trust Fund (P.O. Box 5434, Spokane, WA. 99205)** or at a Bank designated by the Delegates of the Pacific Northwest Regional Council of Carpenters, and shall become a GERNERAL FUND.

#### TRAVEL AND SUBSISTENCE

In addition to wages and other allowances set forth in this Schedule "A", Carpenters shall be compensated for travel expenses and subsistence on the following basis:

All Per Diem will be paid according to the current Wyoming Building Trades Agreement or at the amount of \$50.00 per day whichever is higher.

When food and lodging which is agreeable to the Union is provided by the Employer, at no cost to the employee, Travel Expense and/or Subsistence will be waived.

**IN WITNESS WHEREOF:** The Wyoming Contractors Group and the Pacific Northwest Regional Council of Carpenters have hereunto subscribed their names and executed this Agreement as of this 8 day of April, 2013, through the 30<sup>th</sup> day of June 2015, or any year thereafter.

Except by mutual written agreement, termination of this Agreement or any annual contract effectuated through automatic renewal, must, to the exclusion of all other methods be perfected by given written "Notice of Termination" not less than sixty (60) days nor more than ninety (90) days prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates automatic renewal. The parties shall begin negotiations within thirty (30) days after receipt of any notice.

<b>EMPLOYER:</b>	<b>Union:</b>
<u>Industrial Services</u> Name of Company	<u>PNW Regional Council of Carpenters</u>
By (print name): <u>Neal J Teeple</u>	By: <u>John Hoyrup</u>
Title: <u>President</u>	Title: <u>Service Representative</u>
*Signature: <u>[Signature]</u>	*Signature: <u>[Signature]</u>
Address: <u>PO Box 862</u> <u>Rock Springs, WY 82902</u>	*Regional Manager: <u>[Signature]</u>
Phone: <u>307 382 9258</u>	*Contract Administration: <u>[Signature]</u>
	*Required Signers

<b>EMPLOYER:</b>	
<u>Redi Project Services</u> Name of Company	
By (print name):	
Title:	
*Signature:	
Address:	
Phone:	

## SCHEDULE "B"

### CARPENTERS HIRING HALL PROCEDURE

#### SECTION 1.

- A. In compliance with Section 8 (f), subsections 3 and 4 of the National Labor Relations Act as amended in 1959, the Union agrees to maintain hiring halls at each Local Union office. At each hiring hall, lists shall be maintained of qualified workmen without regard to membership or non-membership in the Union. From the lists, the Employer will give the hiring hall dispatcher the first opportunity to refer qualified applicants for employment to the Employer. Applicants will be listed according to minimum training or experience qualifications for employment and will be given priorities in opportunities for employment based upon length of service with such Employer in the industry or in the particular geographical area.
- B. Applicants for employment shall register at the hiring hall during customary office hours. Office hours, hiring hall procedures and rules will be plainly posted at all times. All applicants shall be registered in order of time and date of registration and classified according to type of work in lists as follows:

**The term "Carpenter" covers all classifications in the Master Agreement**

#### OUT OF WORK LIST REQUIREMENTS

#### SECTION 2.

- A. All applicants and registered apprentices shall sign the respective out-of-work list.
- B. Dispatches will be given to \*Qualified Carpenters and State approved registered apprentices on the out-of-work list in numerical order except when called by name or called on an open call basis for a specific skill, i.e., millwright, welder, sheetrock applicator, or to fulfill minority or female requirements. In those cases, the first person on the list who meets the requested criteria and is available will be dispatched.
- C. **EMPLOYMENT OF OLDER WORKERS.** Labor and Management agree to enhance work opportunities for workers over fifty (50) years of age, and agree to operate in a non-discriminatory manner in hiring and termination on job sites covered by this Agreement.

#### SECTION 3.

- A. Whenever the Employer requires carpenters covered by this Agreement on any job, the Employer shall give preference in hiring to applicants from the Local Union having jurisdiction who are qualified to perform the work. The Employer will notify the local union office having jurisdiction either by telephone or in writing stating the job location and number of carpenters required. The Union shall refer Carpenters to the Employer by name with a dispatch slip at the request of the Employer or his agent.



- B. All requests by name will be in writing from the Employer.
- C. When an employee is referred to the job by the Union, such referral shall be on a non-discriminatory basis, not affected by membership or non-membership, past or present union activities, or age, sex, race, creed, color or national origin.
- D. It is further agreed that all union carpenters employed by the Employer shall maintain their membership with current month's dues and/or assessments paid in their Local Union or Regional Council.
- E. Failure of any employee to pay or tender normal initiation fees or dues as required by this Agreement shall upon the request of the Union in writing, result in the termination of such employee.

## SCHEDULE "C"

### CARPENTERS WORK RULES

#### SECTION 1. TOOLS (Employees):

All employees must have their tools sharp and in good condition before going on any job. Sharpening of tools shall be the responsibility of the Employer. Employees shall be allowed time to file saws and sharpen tools, or Saw Filer must be employed on the job, or they may be taken to Union shop for sharpening at the Employer's expense. Tools sharpened will be returned at time of layoff or suitable arrangement will be made for their return.

#### SECTION 2. TOOLS (Employers):

- a. The Employer shall, at the start of a job, furnish suitable place for keeping employees' tool kits and same to be provided with suitable lock for protection during non-working hours. The Employer will maintain insurance to protect employees against loss of tools by fire, flood, robbery from forced entry, or by damage from any Employer equipment and work clothing lost by fire, flood and forced entry. Employers will require a list of tools and work clothing so stored. Employees will fill out a tool list and will inform the Employer of additional tools as they are added or subtracted from the list, or the Employer will not be obligated to replace them should a loss occur. Replacement for clothing will be understood to mean work clothing and rain gear only. Tools and clothing outlined will be replaced with comparable tools and clothing only.
- b. The Employer shall, at the start of a job, furnish warm, dry, suitable change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods. Same to be situated close to the site of the work.
- c. No Employer shall require and no employee shall furnish on any job, transit, mortising equipment, optical instruments, boring machine, power saw, power jointer, ladder, trestle, bench, miter box, bit over one inch (1") except expansion bit or wrench over the size of a 12" crescent, welding or burning protective equipment, or similar equipment. The above equipment must be furnished by the Employer.

#### 3. TRANSPORTATION:

All transportation furnished by the Employer shall afford the maximum protection against the exposure to the elements and the cost of such transportation shall be borne by the Employer. No transportation will be furnished on the job during working hours by the employee.

#### 4. FOREMAN / GENERAL FOREMAN:

The Employer shall be the sole judge of the need for the number of and the responsibilities of supervisory personnel and the Union shall in no way interfere with the performance of the Foreman/General Foreman in carrying out his responsibilities as directed by the Employer. There will be no restrictions in crafts to be supervised by the Foreman/General Foreman. Transportation will be provided to Foreman at the option of the Employer.

#### 5. APPRENTICESHIP & TRAINING

SECTION 1. Recognizing the need for an adequate supply of qualified carpenters, the contractor and the Union mutually agree to actively promote, and participate in, joint apprenticeship and retraining programs designed to meet this need.

SECTION 2. Such programs which exist or are developed to achieve this end and are supported in whole or in part from funds derived from this Agreement shall:

- A. Be jointly administered by equal representation of Management, as appointed by the contractor, and labor as appointed by the Union.
- B. Comply with all applicable State and Federal regulations governing same.
- C. Issue certification of achievement to each person satisfactorily completing the programs' uniform standards as established by parties to this Agreement.
- D. Predicate an applicant's entrance of advancement in the program solely upon results of placement examinations designed to reflect the minimum level of ability necessary to satisfactorily perform the requirements of any given level.

The Apprentice will be removed from the job for just cause by his Employer upon receipt of request from appropriate apprenticeship and/or training committee.

- E. A separate Out-of-Work List for Apprentices shall be maintained at each hiring hall. The method of selection and dispatching of apprentices shall be determined by each local J.A.T.C. and shall become part of this Agreement.
- F. The employment of Apprentices shall be in accordance with the following ratios:
  - 1) Each Employer may employ one Apprentice for each of the first five (5) Carpenters in his employ, but he must employ one (1) Apprentice when he has five (5) or more Journeymen in his employ.
  - 2) In addition to number one, each Employer shall employ one (1) additional Apprentice for each five (5) Journeymen.
  - 3) The above mandatory requirements for employment of Apprentices are subject to

the availability of these employees.

- G. Provide wages in accordance with herein attached Schedules "A" for the following defined classification:

**APPRENTICE:** One who is actively enrolled in a State or Federal Approved Joint Apprenticeship program designed to provide on-the-job and related classroom training sufficient to permit a person to meet the minimum uniform standards of a Qualified Journeyman Carpenter.

- H. All Apprentices shall be required to attend related training classes as per the J.A.T.C. schedule. Carpenter Apprentices shall take time off the job without pay for one (1) week, approximately once every three months. The Apprentice will be notified in advance of the scheduled dates and should notify the job supervisor of the scheduled days for training.
- I. It is agreed that all the contractors will continue to maintain and support Apprenticeship Training on a single craft basis.

## Addendum "A"

The Union and the Employer Agree to add a classification to the agreement as follows;

### **CARPENTER HELPER**

Section 1. Carpenter Helpers may assist Journeyman and Apprentices, in all aspects of construction. Carpenter Helpers may not perform layout work or supervise crews.

Section 2. For Commercial construction the Ratio of Carpenter Helpers to Journey level workers employed on any project shall not exceed 1:5 (One Carpenter Helper may be employed per each five (5) Journey level workers employed). For Residential construction the Ratio of Carpenter Helpers to Journey level workers employed on any project shall not exceed 1:2 (One Carpenter Helper may be employed per each two (2) Journey level workers employed).

Section 3. Wages for Carpenter Helpers shall be a minimum of 63% of the journeyman rate spelled out in the appropriate schedule above. Benefit rates for Carpenter Helpers shall be 100% of the Area benefit rates except that no Health and Welfare contribution will be required on the first 250 hours of employment for each Carpenter Helper, and no Retirement contribution will be required for the first 500 hours of employment for each Carpenter Helper. It is the responsibility of the Employer to track Carpenter Helper hours and inform the Employee and the Union when the hourly requirements have been met. No Carpenter Helper shall begin any program of apprenticeship and suffer a reduction in wage rate from what was being earned as a Carpenter Helper.

Section 4. Carpenter Helpers may be hired from alternate sources but are subject to the Union Security clause and dispatch requirements.

Section 5. In the event a Carpenter Helper is assigned to work on a prevailed wage project they shall receive the journey level pay rate for the scope of work performed. Their wage rate shall be determined by subtracting their hourly benefit package from the total hourly rate. The benefits and authorized deductions will be paid to the appropriate Carpenters Trusts.