

CARPENTER MASTER LABOR AGREEMENT

between



**OREGON-COLUMBIA CHAPTER
THE ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC**

and



**THE PACIFIC NORTHWEST
REGIONAL COUNCIL OF
CARPENTERS**

of the

United Brotherhood of Carpenters and Joiners of America

July 15, 2016 - May 31, 2019

Table of Contents

Art/Sec	Description	Page
	Preamble	1
	Definitions	1
	Purposes of this Agreement	3
1	Territory.	4
2	Work Affected	4
3	Effective Date-Duration-Modification	7
3.1	No Strike, No Lockout Provisions	7
3.2	Termination	7
4	Subcontractor Clause - Building.	7
4.1	Non-Signatory Subcontractors	8
4.2	Vendors	8
4.3	Piecework	9
4.4	Low Responsive Bidder	9
	Subcontractor Clause - Heavy Highway.	10
4.5	Non-Signatory Subcontractors	10
4.6	MBE/WBE Subcontractors	11
4.7	Waiver of this Article	11
4.8	Vendors	11
5	Union Recognition and Hiring	11
5.2	Recognition	12
5.3	Unlawful Discrimination/ Government Requirements.	12
	(B) Out of Work List	13
	(C) Evaluation Referral List	15
5.5	Composite Crew.	16
5.6	Pre-Job Conference	16
5.7	Transfer of Foremen/Specialty Workers	17
5.8	Becoming Members of Union.	17
5.9	Union Obligation	17
5.10	Non-payment of Dues.	18

Table of Contents *(continued)*

Art/Sec	Description	Page
5.11	Worker's Qualification	18
5.12	Separation Slip.	18
6	Working Conditions	
	Shifts - Hours of Work - Overtime	19
6.2	Single Shift	19
6.3	Workweek	19
	(B) Minimum Time Between Shifts	20
6.4	Two Shift Operations	22
6.5	Three Shift Operations	22
6.7	Lunch Periods/Rest Periods	23
6.8	Holidays.	24
6.9	Emergency Work (Overtime)	25
7	Miscellaneous Provisions.	25
7.1	Repair or Adjustment of Equipment	25
7.2	Payday	25
	(b) Wage Claims	27
7.3	Crew Size/Number of Employees	27
7.4	Health & Safety.	27
	(C) Toilets	28
	(D) First Aid Kits	28
	(E) Transportation.	28
7.5	Drug and Alcohol Testing.	29
7.6	Stewards	30
7.7	Tools	32
7.8	Welding Certifications	33
8	Immigration Reform and Contract Act (IRCA)	
	Requirements, Reporting Pay, Minimum Pay and Standby Pay.	35
8.1	Immigration Reform and Contract Act (IRCA)	35
8.2	Reporting Expense.	35

Table of Contents *(continued)*

Art/Sec	Description	Page
8.3	Minimum Pay	35
8.4	Stand-by (Rain Sensitive Work)	36
9	Classification and Wage Scales	36
9.1	Old Work Protections.	36
9.3	Monetary Increases	37
9.4	Distribution of Monies	37
10	Non-Recurring Work	38
11	Government Requirements.	38
12	Apprenticeship and Training	39
12.3	Joint Apprenticeship Training Committee	40
12.4	Apprentices	42
12.5	Training Agents	43
12.6	Employment of Apprentices	44
12.10	Apprentice Evaluation	45
12.12	Special Needs Journey Level Training	46
12.13	Foreman Training.	46
13	Investigation by Union Business Representative	47
14	Settlement of Disputes Strikes and Lockouts	47
14.2	Settlement of Non-Jurisdictional Disputes Grievance Procedure	48
	(C) Arbitrator	50
15	Health-Welfare and Dental	52
16	Pension	53
17	Trustee Qualification Criteria	54
18	Vacation Fund	55
19	Training Fund.	56
20	Regional Council Deduction.	57
21	Special Agreements	58
22	Reciprocal Guarantee.	59
23	Ancillary Employer Funds.	59

Table of Contents *(continued)*

Art/Sec	Description	Page
24	Agreement All Inclusive	60
25	Saving Clause	61
25.2	National Health Care	61
26	Labor Management Board	62
26.2	Joint Safety Committee	62
26.3	Competitive Analysis Committee	62
27	Apprenticeship-Fringe Benefits.	63
	Apprentice Contribution Schedule	64
28	Apprenticeship Percentage Rates	65
29	Public Works Project Davis Bacon Act And Related Statutes.	67
	Classification	
	Carpenters	68
	Millwrights.	69
	Bridge and Highway Carpenter.	70
	Piledriver	71
30	Zone Pay Differential - Reference Cities	72
30.2	Mileage & Rates	73
30.3	Reference Cities	74
30.4	Computation of Zone Pay Differential	75
30.5	Bridge and Ferry Toll Fees	76
30.6	Job Site Transportation.	76
30.7	Camps	77
31	CARPENTER	77
31.1	Character of Work	77
32	CARPENTER HELPER	79
32.1	(A) Character of Work	79
	(B) Ratio	79
	(C) Wages.	80

Table of Contents *(continued)*

Art/Sec	Description	Page
33	MILLWRIGHTS	80
33.1	Character of Work	
	Millwrights and Machinery Erectors.	80
33.2	Special Provisions	81
	(A) Dispatch	81
33.3	Tools	82
	(B) Millwright “Must Carry” Tool List	83-84
34	PILEDRIVERS	84
34.1	Special Provisions	84
34.2	Character of Work	85
	(V) Marine Piledriver.	91
34.3	Tidework or Broken Shift.	91
35	Divers and Divers’ Tenders	
	DIVERS ADDENDUM	92
35.1	Subcontract	92
35.2	Hiring	93
35.3	Coverage	93
35.4	Safety	94
35.5	Diving Rules.	95
	Diving Definitions.	95-97
35.6	Pay Scales	97
	Classifications	98
	(A) Reporting	98
	(B) Minimum Hours	98
	(C) Decompression	99
	(D) Wages	99
35.7	Miscellaneous	101
35.8	Premiums	101
	A. Depth Premiums	101
35.9	Definitions	102

Table of Contents *(continued)*

Art/Sec	Description	Page
35.10	Wages	104
35.11	Hyperbaric Tunnel Work	107
	1. Basis of Pay	108
	2. Working Conditions	109
36	Guarantee of Authority (Signatures)	111
	Schedule "A"	112
	Carpenter (Groups 1 & 2)	112-113
	Millwrights (Group 3 & 4)	114-115
	Bridge & Highway and Piledrivers (Group 5 & 6)	116-118
	Schedule "B"	119
	Oregon-Columbia Chapter Associated General Contracts List	
	Schedule "C"	120
	Union Signatories to the 2016-2010 Master Labor Agreement	
	Separation Slip	121
	Addendum to the Master Labor Agreements	122
	Field Engineer Internship Superintendent Management Training Program	

This page left intentionally blank.

PREAMBLE

THIS AGREEMENT, made and entered into as of the 15th day of July, 2016 for the period July 15, 2016 to May 31, 2019, by and between certain members of the Oregon Columbia Chapter of the Associated General Contractors of America (AGC), whose names are set forth in Schedule “B”, and referred to as the “Employer” or “Contractor,”

and

The Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, for themselves and on behalf of the local unions whose names are set forth in Schedule “C” or any supplement thereto and hereinafter referred to as the “Union.”

For purposes of this Agreement, the Associated General Contractors is not acting as a multi-employer bargaining agent in a single multi-employer unit, but is acting for and on behalf of the Employers who have individually requested the Associated General Contractors to act as their individual and separate bargaining agent in individual Employer units.

The Agreement constitutes a continuation and extension of the contractual relationship heretofore existing between the Contractor, the AGC, and the Union as evidenced by prior labor agreements between the AGC and the Union.

DEFINITIONS

- A. Association: The term “Association” as used herein shall mean The Associated General Contractors of America, Oregon-Columbia Chapter. A list of members is set forth in Schedule “B” or any supplements thereto.

- B. Employer: The term “Employer” as used herein shall mean any contractor, individual, partnership, firm or corporation signatory, or who becomes signatory, to this Labor Agreement.
- C. Union: The term “Union” as used herein shall mean the Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, acting for all of their Local Unions, as set forth on Schedule “C” attached hereto.
- D. Employee: The terms “Employee,” “Worker,” and “Journeyman” as used herein, shall mean any person without regard to age, race, creed, color, religion, sex or national origin whose work for an Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union.
- E. Journeyman: The term “Journeyman,” as used herein, shall mean any person who became a journeyman member of the United Brotherhood of Carpenters and Joiners of America prior to June 1, 1980; or, who attained Journeyman standing thereafter outside this bargaining unit; or, who qualified as a Journeyman thereafter in accordance with the procedures set forth in Article 12 herein.
- F. Apprentice: The term “Apprentice,” as used herein, shall mean any person who is actively enrolled in a state-approved joint apprenticeship program designed to achieve off-site proficiency and on-site productivity so as to permit a person to meet the minimum uniform competency standards of a qualified Journeyman Carpenter.

- G. Equal Rights: In recognition of the equal rights laws for both sexes and in recognition of the fact that women are becoming more involved in construction, any masculine pronoun or any reference in masculine gender herein shall be construed to include either male or female. This Agreement acknowledges the opportunities and rights of qualified women and men alike to function in crew and supervision positions of the trade.
- H. Competency: The term “competency,” as used herein, shall mean proven proficiency and productivity sufficient to meet the minimum standards of a Journeyman or applicable level Apprentice.

PURPOSES OF THIS AGREEMENT

The parties to this Agreement recognize their long association in collective bargaining. We believe construction by the Union team of Contractors, Journeymen and Apprentices produces the best product at the best cost for the owner.

Historically, the purpose of this Agreement has been to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts and to prevent avoidable delays and expense. Both parties pledge to continue these efforts and purposes.

Effective with this Agreement, the parties shall implement and maintain a program for journeyman and apprenticeship training so as to ensure an adequate supply of qualified workers. Said training program for Journeymen shall encompass special emphasis on skill advancement and safety procedures.

Furthermore, the parties pledge to institute a cooperative Labor-Management Task Force, which shall develop guidelines for implementation by the training trust.

Furthermore, the parties pledge to institute a cooperative Labor-Management Task Force, which continuously seeks means and methods of assuring our Union team's competitive position in the marketplace.

Each party shall appoint three (3) people as the initial appointees to the task force. These individuals will work under the guidelines prescribed in Article 26 – Labor-Management Board.

ARTICLE 1 TERRITORY

This Agreement shall cover the entire State of Oregon, and the following area in the State of Washington: The counties of Klickitat, Skamania, Clark, Cowlitz, Wahkiakum and that portion of Pacific County south of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean, and thence north through the natural waterway to the Pacific Ocean. (This will include the entire peninsula west of Willapa Bay.) The Agreement shall also apply to Lewis County for Piledrivers only.

ARTICLE 2 WORK AFFECTED

Section 2.1 This Agreement shall govern all types of construction work coming within the jurisdiction of the United

Brotherhood of Carpenters and Joiners of America as recognized by the AFL-CIO Building and Construction Trades Department.

Section 2.2

(A) To clarify the scope of this Labor Agreement, and to thereby avoid future misunderstandings, utilities, highway and heavy construction work is defined as including, but not limited to the following: construction and reconstruction of roads, streets, highways, alleys, sidewalks, guard rails, fences, parkways, parking areas, athletic fields, airports, railroads, street railways, bridges, overpasses, underpasses, grade separations, grade crossings, track elevations, elevated highways, sewers, water mains, foundations, piledriving, sanitation projects, irrigation projects, flood control projects, reclamation projects, reservoirs, dams, dikes, levees, revetments, channels, aqueducts, channel cutoffs, jetties, breakwaters, harbor developments, docks, piers, abutments, retaining walls, transmission lines, pipelines, duct lines, subways, shafts, tunnels, excavation of earth and rock, clearing and grubbing, land leveling, quarrying, industrial plant construction other than building construction as defined below; including operation, maintenance and repair of land and floating plant equipment vehicles and other facilities used in connection with the described work and service, and all other work of similar nature.

(B) Building construction work shall cover, but not be limited to, the construction of residential, commercial or industrial structures, and the on-site work necessary for assembly, erection and installation of facilities and equipment in or on such structures, including any and all modifications, additions and repairs thereto.

(C) It is hereby agreed when a Contractor signatory to this Agreement performs the following defined residential work it shall be performed in accordance with the terms and conditions of the applicable current area residential agreement. Residential construction is defined as all work in connection with construction, alteration and/or repair of all residential units such as single dwellings, duplexes, row houses, town houses and apartments not to exceed four (4) stories in height including a basement.

(D) It is mutually understood and agreed that this Section 2 becomes null and void immediately upon the Association effecting the deletion of similar work definitions from all other labor agreements negotiated by the Association.

Section 2.3 The terms of this Agreement shall also apply to that work performed at temporary facilities, such as fabrication yards and/or assembly plants located at or adjacent to the construction site, which are integrated with and set up for, the purpose of servicing the construction project or projects; rather than to serve the public generally.

Section 2.4 Craft jurisdiction is neither determined nor awarded by classification or scope of work coverage in any AGC Labor Agreement.

Section 2.5 See Carpenters, Millwrights, Bridge & Highway Carpenters and Piledrivers Schedule "A" for the appropriate wage rates and character of work.

ARTICLE 3

EFFECTIVE DATE-DURATION-MODIFICATION

Section 3.1 When executed by the parties hereto, the terms and conditions of this Agreement shall become effective on July 15, 2016, and shall remain in full force and effect through May 31, 2019. The “no strike, no lockout” provisions of this Agreement shall remain in full force and effect during the entire three (3) year duration of this Agreement. The monetary considerations, i.e. wages, fringe benefits, etc., shall be as set forth in Article 9 and Schedule “A” for rates effective from July 15, 2016.

Section 3.2 Any party hereto desiring termination, modification or changes in this Agreement to take effect subsequent to May 31, 2016, or to take effect for any agreement year subsequent to May 31, 2019, shall serve written notice on the other party at interest on or before March 1, prior to the end of each such agreement year, requesting negotiation. If no such notice is given, this agreement shall continue in full force and effect from year to year.

ARTICLE 4

SUBCONTRACTORS CLAUSE - Building

Section 4.1

(A) A subcontractor is one who takes over any part or a complete section of a general contract, including both the furnishing of materials for and the performance of labor on the job, or the performance of labor only. No contractor or joint

venture covered by the terms and conditions of this Agreement shall subcontract any job site work to a subcontractor or Employer who is not signatory to a Carpenter Agreement except as provided below. The contractor or joint venture shall be held responsible for the payment of Wages, Zone Pay, Pension, Health and Welfare, Vacation, Dues Deduction, Training, Drug Testing, and CAF incurred by the subcontractor and shall see that the subcontractor adheres to the working conditions.

(B) Section 4.1(A) shall not be operative when potential Union subcontractors are not available or do not bid. When a subcontractor is not signatory to a carpenter agreement, there shall be a pre-job conference between a representative of the Regional Council, the Contractor, the subcontractor and the Association if affected. The parties will attempt to reach agreement regarding this section before the subcontractor performs any work on the project.

(C) In order to comply with this Article, the Union shall make available an agreement for the duration of the project or subcontract to cover only the subcontracted work.

Section 4.2 A vendor, who makes delivery of materials, supplies or equipment and who, incidental to or as part of the furnishing or delivery of material, supplies, or equipment, does any work at the job site, shall be a party to a collective bargaining agreement with the Regional Council or its signatory local unions, containing the full terms of this Agreement. In the event a vendor is not a party to such an agreement, they shall not perform any job site work except that deliveries may be made by such vendor to job site.

Section 4.3 No work will be let by piecework, contract or lump sum direct with Journeymen or Apprentices for labor services.

Section 4.4

(A) When the low responsive bid from a signatory subcontractor exceeds a non-signatory bid by either five percent (5%) or Thirty-Thousand Dollars (\$30,000), the contractor shall be relieved of Section 4.1(A) of this Article. This section applies to the following classifications of work only: (drywall/wetwall), insulation, manufactured ceiling systems, manufactured wall systems, or Minority Business Enterprise/Woman Business Enterprise/Disadvantaged Business Enterprise (MBE/WBE/DBE).

(B) The Employer agrees to limit the use of non-signatory subcontractors to not more than two (2) per job or project. To avail themselves of this clause, the general contractor agrees to notify the respective Regional Council of Carpenters within twenty-four (24) hours, with the pertinent bid information, or within twenty-four (24) hours of Contractor notification of accepted low bid.

(C) The Contractor shall solicit at least two (2) bids from signatory subcontractors. The Union and Employer shall monitor the financial records of payments to the non-signatory subcontractor to ensure that the subcontractor completes the job at the original bid price. If it is discovered that payments in excess of the original bid price (excluding change orders) have been made by the general contractor in violation of this section, the general contractor shall be prohibited from using this section for the duration of this Agreement.

SUBCONTRACTORS CLAUSE – Heavy Highway

Section 4.5

(A) A subcontractor is one who takes over any part or a complete section of a general contract, including both the furnishing of materials for and the performance of labor on the job, or the performance of labor only. No Employer or joint venture covered by the terms and conditions of this Agreement shall subcontract any job site work to a subcontractor or Employer who is not signatory to this Labor Agreement except as provided below. The Employer or joint venture shall be held responsible for the payment of Wages, Zone Pay, Pension, Health and Welfare, Vacation, Dues Deduction, Training, Drug Testing, and CAF incurred by the subcontractor and shall see that the subcontractor adheres to the working conditions, except as provided below.

(B) Section 4.5(A) shall not be operative when potential union subcontractors are not available or do not bid. When a subcontractor is not signatory to a labor agreement, there shall be a pre-job conference between a representative of the Regional Council, the Contractor, the subcontractor and the Association if affected. The parties will attempt to reach agreement regarding this section before the subcontractor performs any work on the project.

(C) In order to comply with this Article, the Union shall make available an agreement for the duration of the project or subcontract to cover only the subcontracted work.

Section 4.6 In the event an Employer is unable to find qualified competitive union MBE-WBE subcontractors when the Employer is obligated to satisfy MBE-WBE recruiting requirements, the Union and the Employer shall waive this Article provided the pre-job conference referred to in Section 4.5.B., above, is utilized.

Section 4.7 Where the general contractor receives bids that show the non-union subcontractor five percent (5%) or more lower than the Union subcontractor, the Employer and the Union shall waive this Article provided however the Union and the Employer shall review the prices submitted before signing the non-signatory subcontractor. Due to the special nature of subcontracting in this area, the differential for labor subcontracts shall be ten percent (10%). Labor subcontracts include labor and small tools only; they do not include rentals, equipment or materials.

Section 4.8 A vendor, who makes delivery of materials, supplies or equipment and who, incidental to or as part of the furnishing or delivery of material, supplies, or equipment, does any work at the job site, shall be a party to a collective bargaining agreement with the Union, containing the full terms of this Agreement. In the event a vendor is not a party to such an agreement, they shall not perform any job site work except that deliveries may be made by such vendor to job site.

ARTICLE 5

UNION RECOGNITION AND HIRING

Section 5.1 In order to maintain employment and preserve workable labor relations as well as to insure the orderly ac-

complishments of private and public work, the following shall prevail with respect to the hiring of workers.

Section 5.2 The Association recognizes the Union as the sole collective bargaining agent for all Workers falling within the jurisdiction of this Agreement and the Union recognizes the Association as the sole bargaining agent for its Members as listed on Schedule “B” hereof and supplements thereto.

Section 5.3 Unlawful Discrimination/ Government Requirements

(A) There shall be no unlawful discrimination by the Employer or the Union with respect to the hiring, tenure or discharge of any workers and any requirement as to membership or non-membership in any Union shall be in accordance with the National Labor Relations Act as amended and appropriate Executive Orders.

(B) The Employer and the Union recognize that an Employer should not lose jobs because of government requirements which are in conflict with the hiring hall. Therefore, when a government contract or government agency requires a different hiring hall arrangement to meet federal or state requirements, the hiring hall arrangement will be modified to meet the demands of those requirements. It is understood that the hiring hall arrangement will be followed as closely as possible without being in conflict with the government requirements.

The Employer will notify the Union in advance of the commencement of the job of the government requirements, and upon request will provide the Union with a copy of pertinent provisions.

It is also further understood and agreed that this section is not intended to create jobs where none exist.

(C) The parties recognize and agree that the discrimination against and the harassment of an individual because of the individual's gender, race, religion, age, national origin or disability is adverse to the interest of the Union and Employer. The parties, therefore, jointly declare such harassment in any form is strictly prohibited and constitutes grounds for discipline.

The Union and the Employer shall post this Article at all job sites and dispatch points.

Section 5.4 It is recognized within the construction industry that the Union affords the prime source of qualified Journeymen and Apprentices required to perform the work covered by this Agreement.

(A) All persons seeking employment via the Union shall be chronologically entered on the appropriate Out of Work List (OWL) as maintained by the Pacific Northwest Regional Council of Carpenters Central Dispatch.

(B) Out of Work List

1. Whenever the Employer requires workers to be dispatched, he/she shall notify Pacific Northwest Regional Council of Carpenters Central Dispatch office (253) 945-8830 or (800) 953-6444 (see Schedule "C") advising of project location, starting time, the number of Journeymen and Apprentices needed and the skills required of each.

2. The Union will dispatch such workers from this list as follows:
 - (a) To satisfy the Employer's request for workers with specified skills. Preference will be accorded such workers with the earliest initial registration on said list.
 - (b) To satisfy the Employer's request for workers by name provided:
 - (1) They are registered on the out of work list.
 - (2) The Union has been advised of employment prior to such worker being put to work.
 - (3) The Employer confirms in writing his/her request for dispatch to the Union within twenty-four (24) hours (Saturday, Sunday and Holidays excluded) of such employment whereupon the Union will issue written dispatch.
 - (4) Apprentices shall not be requested by term or period.
3. Should the Union be unable to refer qualified workers for employment to the Employer within twenty-four (24) hours from the time of receiving the Employer's request (Saturdays, Sundays and Holidays excluded) or at the time mutually agreed upon at time of request, or if a worker fails to report to the job site in the agreed time, the Employer shall be free to secure the workers from any source. The Employer shall notify the dispatch office promptly of the names, social security numbers and the date of hire of such Employees.

4. The Union shall require the removal of Employees who have not been dispatched in accordance with 5.4(B) above.

(C) Evaluation Referral List

1. Non-members seeking employment via the Union and claiming credit for previous experience shall be registered on the Evaluation Referral List.
2. The Union shall refer these individuals to the JATC for evaluation in accordance with procedures set forth in Article 12 herein.
3. The JATC shall evaluate the individual as:
 - (a) A Journeyman, or
 - (b) An Apprentice at an assigned competency level.
4. If the individual is evaluated as a Journeyman:
 - (a) He/she shall submit the evaluation to the Union.
 - (b) The Union shall place him/her on the Out of Work List.
 - (c) Dispatch eligibility shall be as per section 5.4(B), above.
5. If the individual is evaluated as an Apprentice, he/she shall be processed in accordance with the Oregon and/or Southwest Washington Construction Carpenter Selection Procedure of Article 12 herein.

6. Non-members seeking employment via the Union and claiming no credit for previous experience shall be processed in accordance with the Oregon and/or South-west Washington Construction Carpenter Selection Procedure.

Section 5.5 Composite Crew

(A) Employers may establish for a project or job a crew or crews known as a “composite” which shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the “composite crew” shall be allowed relaxation from strict craft jurisdiction, provided the Employees from each craft are assigned to their craft’s jurisdiction as far as practical and possible, but not inconsistent with the provision of this Agreement.

(B) The aforementioned provision shall first be arranged at a pre-job conference or subsequent meetings of the Employer and crafts involved. Any disagreement over this provision may be appealed to the chief representatives of the respective signatory crafts and AGC.

Section 5.6 Pre-Job Conference

A pre-job conference shall be held whenever so requested by the Union or Employer to discuss the Employer’s labor requirements, the type of work, the duration of the project, who the known subcontractors are, if any, to whom the Contractor will subcontract any work covered by this Agreement and arrange for the orderly placement of workers on the project. This pre-job conference shall be held in the locality

of the job site or at some other mutually agreed location. The Union shall be notified in writing of any subcontractor not known at the pre-job conference at least five (5) days prior to the subcontractor starting work.

Section 5.7 Transfer of Foremen/Specialty Workers

(A) The Union shall not impose any restrictions on the transfer of a reasonable number of workers. Such agreed upon workers shall present themselves to the Local Union having jurisdiction for proper dispatch before going to work.

(B) Non-members may not be requested as Foreman.

Section 5.8 The Union having qualified as required by Section 8(a) (3) of the National Labor Relations Act as amended, the following provisions shall be effective:

All workers employed by the Employer to perform work within the properly determined craft jurisdiction of the Union involved shall become members of such Union not later than the eighth (8th) day following the beginning of such employment, or since the inception of this Agreement, and thereafter shall maintain membership in good standing in said Union as a condition of employment, subject, however, to the provisions of Sections 5.9 and 5.10 of this Article.

Section 5.9 The Union accepts all obligations for the continued membership of its members as provided in Section 5.8 of this Article and for the collection of their initiation fees and dues. The Union shall have the right to require the removal of Employees for failure to pay or tender initiation fees and dues as required by this Agreement. There shall

be no stoppage or slow-up of work because of disciplinary action on the part of the Union.

Section 5.10 All requests by the Union for removal of an Employee for non-payment of or failure to tender initiation fees and dues or for improper dispatch shall be made to the Employer in writing. The Employer then agrees to terminate the Employee no later than the end of the next shift following the Employer's receipt of the Union's written request for such termination, provided the Union supplies, upon request, a replacement within the same period.

The Employer agrees to notify the Union by fax or e-mail of the number of represented Employees and their names who were employed during that month upon request. The Union agrees to limit requests to no more than three (3) times per year.

Section 5.11 The Employer shall be the sole judge of a Worker's qualifications and may discharge any Employee for cause, which shall be stated on the standard separation slip. (See copy attached). Whenever an Employee is discharged and is not eligible for rehire, it shall be so stated on the standard separation slip.

Section 5.12 A worker who receives three (3) separation slips in a twelve (12) month period for lack of competency shall be referred for evaluation and counseling as per Article 12 before re-dispatch. Copy of separation slip shall be sent to Local Union having jurisdiction and the AGC no later than seven (7) days following termination.

ARTICLE 6

WORKING CONDITIONS

SHIFTS--HOURS OF WORK--OVERTIME

Section 6.1 The official time for the purposes of this Agreement shall be applicable legal time.

Section 6.2 **Single Shift**

Heavy Highway

Eight (8) hours work per day between the hours of 5:00 a.m. to 7:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all Employees covered by this Agreement. Starting and quitting times may be expanded by mutual agreement between the Employer and the Union.

Building

Eight (8) hours work per day between the hours of 6:00 a.m. to 6:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all Employees covered by this Agreement. Starting and quitting times may be expanded by mutual agreement between the Employer and the Union.

Section 6.3 **Workweek**

(A) The workweek shall be forty (40) hours, Monday through Friday, and the workday shall not exceed eight (8) hours per day.

1. All time worked in excess of eight (8) hours (but not more than twelve (12) hours) of continuous shift work shall be paid for at the rate of time and one half (1½x).

2. Work performed on Saturdays shall be paid for at the rate of time and one-half ($1\frac{1}{2}x$).
3. All hours worked after twelve (12) hours continuous shift work (including Saturdays) shall be paid for at the rate of two (2) times the proper hourly rate of pay.
4. Sunday and holiday work shall be paid for at the rate of double time ($2x$).

(B) Minimum Time Between Shifts

When an Employee has worked the regular shift and then is required by the Employer to work at the overtime rate, the Employee shall not go to work again for the regular rate until the Employee is relieved for a period of at least eight (8) hours.

(C) On work that is entirely federally funded, the workweek shall be forty (40) hours, Monday through Friday. All work in excess of forty (40) hours in one (1) week, or ten (10) hours in one (1) day shall be paid for at the rate of time and one-half ($1\frac{1}{2}x$). The Employer shall not employ a second crew to circumvent overtime pay after forty (40) hours. This shall not prohibit the Employer and the Union from negotiating a “rolling” four ten-hour (4-10) shifts on a project by project basis.

(D) Special Operations - On operations such as green sawing, de-watering, curing and protection of concrete, all overtime pay shall be time and one-half ($1\frac{1}{2}x$), including Sundays and holidays.

(E) Overtime pay involved in the protection and drying of material to facilitate the continuation of work shall be at time and one-half (1½x), including Sundays and Holidays.

(F) Four Ten-Hour Shifts (4-10). Notwithstanding the above, the Employer may, at his/her option, establish ten (10) hour shifts for a minimum of any four (4) consecutive scheduled workdays, Monday through Thursday, or Tuesday through Friday, on some or all operations on a project, without being required to pay overtime. Anything over ten (10) hours shall be subject to the provisions above. Failure to work the four (4) day minimum shall require overtime unless such failure is caused by actual inclement weather, holiday or other conditions definitely beyond the control of the Employer.

(G) Four Ten-Hour Shifts (4-10) at the straight time rate may be established Monday through Thursday or Tuesday through Friday. In the event the job is down due to equipment breakdown, weather conditions or other conditions beyond the control of the Employer, then Friday on a Monday through Thursday schedule or Saturday on a Tuesday through Friday schedule on a voluntary basis may be worked as a MAKE-UP DAY at the STRAIGHT TIME RATE. Make-up day applies to the crew so affected. Make-up days shall not be used to make-up time lost due to a Holiday.

(H) Five Eight-Hour Shifts (5-8). In the event the job is down due to equipment breakdown or weather conditions, Monday through Friday, then Saturday on a voluntary basis may be worked as a make-up day at the straight time rate.

Section 6.4 Two Shift Operations

On a two (2) daylight and consecutive shift operation, no shift penalty is involved for work performed in either of these two (2) shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in the Reporting Pay/ Minimum Pay requirements of this Agreement.

Section 6.5 Three Shift Operations

(A) On all three (3) shift operations, the first or day shift shall be eight (8) hours of continuous employment, except for lunch period, between the hours of 8:00 a.m. and 4:30 p.m. except that an earlier starting time may be established by mutual agreement between the Employer and the Union.

(B) The second or swing shift shall be seven and one-half (7½) hours of continuous employment, except for lunch period, and shall be paid eight (8) hours at the regular straight time hourly wage rate.

(C) The third or graveyard shift shall be seven (7) hours of continuous employment, except for lunch period, and shall be paid for at eight (8) hours at the regular straight time hourly wage rate. In no event shall the regular working hours or different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour. Thirty-five (35) hours of work, Monday through Friday, shall constitute a regular week's work on all shifts of seven (7) hours.

Section 6.6 The parties hereto mutually agree that, in the event serious unemployment conditions should warrant, ap-

appropriate amendments to the hours of work, shifts and other related provisions of this Article may be negotiated for the purpose of relieving such unemployment conditions.

Section 6.7 Lunch Periods/Rest Breaks

(A) A regular lunch period of not less than one-half (1/2) hour or more than one (1) hour shall be established within one (1) hour of mid-shift but in no event longer than five (5) hours from the beginning of the shift. If an Employee is required to work more than five (5) hours from the beginning of the shift without a lunch period, he/she shall be paid one-half (1/2) hour at the applicable overtime rate and in addition be given adequate time to eat his/her lunch. If the Employee is not given adequate time to eat, he/she shall then receive an additional one-half (1/2) hour at the applicable overtime rate. Employees will be given a lunch period after each work period of not more than five (5) hours. Employees requested and notified of working twelve (12) hours shifts will be required to bring a second meal and be given adequate paid time to eat such meal.

(B) In no event shall any shift period or overtime exceed five (5) hours between provided meal periods. Each provided meal period during overtime hours shall be of sufficient duration, (not less than thirty (30) minutes), in accordance with the job situation, to allow the Worker adequate time to secure the meal. If the work will not permit leaving the job, the Employer shall furnish lunch to the Worker at no cost to them.

(C) Paid rest periods of ten (10) minutes shall be provided during each work period or major part thereof. The rest pe-

riod may not be added to the usual meal period or deducted from the beginning or end of the work period to reduce the overall length of the total work period. The ordinary nature and circumstances of construction work may not allow for a fixed regular schedule. However, effort shall be made to have the rest periods taken approximately in the middle of each work period.

Section 6.8 Holidays

(A) Holidays recognized under this Agreement shall be as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

(B) Should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday. Should any of the holidays fall on Saturday the previous Friday shall be considered a legal holiday. A holiday shall be a twenty-four (24) hour period commencing with the starting time of the first shift of the date of the holiday. No work shall be performed on Labor Day except to save life or property

(C) Work on any of the holidays specified herein will be paid at double (2x) the regular straight time rate per hour.

(D) Should an Employee be required to work on Presidential Election Day, arrangements shall be made to allow him/her ample time to vote. However, the Employer will not be required to pay for any time not worked.

Section 6.9 Upon a declaration of an emergency by a proper governmental agency and in all other situations where the Association and the Union mutually agree that an emergency exists, emergency overtime work to save life, limb or property shall be paid at time and one-half (1½x) the straight time rate.

ARTICLE 7

MISCELLANEOUS PROVISIONS

Section 7.1 The repair or adjustment of any equipment or machinery, pursuant to the terms of a guarantee by the manufacturer thereof or his/her agent or Employees, will not be subject to this Agreement and the Union will not interfere with such Employees on such exempted work; provided, however, that this does not apply to the assembling and erection of machinery on and during a construction job prior to completion of the erection.

Section 7.2 **Payday**

(A) Employees shall be paid on the job on payday during working hours at a mutually convenient location. Cash or check upon which there is no charge for exchange shall be the pay medium. The Employer shall include with each weekly payment to the Employee a separate, detailed statement showing the name, address of the Employer, hours worked, and the itemized withholding deductions made

(B) Notwithstanding the above, electronic direct deposits may be permitted upon a written, signed and dated authorization from the Employee.

(C) Payday shall not be later than Friday of each current week and payment shall be in full for the previous pay period. The interval between the end of the established pay period and payday shall not exceed five (5) working days, provided however, that Employers who make up payroll at some distant point may extend this interval as necessary to enable them to prepare the payroll but in no event shall such interval exceed one (1) week.

1. Employees who quit shall be paid not later than the next regular pay period.
2. Employees laid off or terminated shall be paid immediately. A check mailed the same day and/or immediate electronic direct deposit shall be permitted, provided that the Employee has given clear prior authorization.
3. At the time of lay-off or termination, all hours worked up to and through the normal work shift on day of lay-off or termination shall be paid at that time. If it becomes necessary for the Employee to return at a later date for such payment, such Employee shall be entitled to the regular wages due him/her for each day it became necessary for him/her to return or wait for his/her paycheck.
4. (a) Employees scheduled for lay-off/termination can be paid by mail with the following provisions: Any hours worked outside the normal work shift on date of lay-off/termination are paid by mail within twenty-four (24) hours (Saturday, Sunday and Holidays excluded). Checks mailed later than twenty-four (24) hours after lay-off will be subject to additional pay at regular

wages due him/her. (Eight (8) hours for each day past due based on the postmark cancellation date of the payment.)

(b) Any claim for wages or reporting pay due an Employee shall be presented in writing to the Employer by the Union within thirty (30) days after the particular payday when the error or violation occurred. The parties hereto agree that unless such claims are presented within the time limit herein set out they shall be considered, so far as the Union is concerned, as having been waived by the Employee or that they are unjustified, and shall accordingly be given no consideration.

Section 7.3 The number of Employees at any time on any job, shift or in any employment shall be at the discretion of the Employer. When any Journeyman is assigned the responsibility of a Foreman for the prosecution of the work, he/she shall receive not less than the Foreman's rate of pay. Assigned Foremen shall issue instructions to the Workers except in unusual or emergency situations.

Section 7.4 Health and Safety

(A) The Employer and Employees shall comply with all applicable federal and state laws governing health and safety. The safety and health standards of applicable state and federal laws are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the Employees. It shall be the exclusive right and responsibility of the Employer to insure compliance with safety and health standards and rules.

(B) An adequate supply of pure, cool, clean drinking water and sanitary drinking cups shall be kept in close proximity to Workers at all times. At no time shall water bags be permissible.

(C) Toilets, urinals or latrines of approved types, in sufficient number and in clean and sanitary condition shall be provided on all jobs. Any Worker found not cooperating in keeping these facilities clean and sanitary shall be subject to discharge. When performing work on existing sewage treatment plants or any other similar unsanitary work projects, the Employer shall provide suitable facilities within reasonable proximity to the work for Employees to wash and disinfect their hands prior to their lunch period. Time allowances for same shall not exceed five (5) minutes, unless additional time is deemed necessary by supervision.

(D) First Aid Kits and other approved emergency equipment shall be kept in convenient and easily accessible places at all times, and shall be in the charge of an accredited First Aid Operator.

(E) Any transportation furnished by the Employer shall afford adequate protection against the elements of weather and shall be operated in a safe manner.

(F) Adequate facilities shall be provided within a reasonable time for the Employees in which to dry their clothes and eat their lunches. Same shall be equipped with adequate heat. The storage of supplies or equipment shall not interfere with the use of these facilities as provided herein.

(G) Should an employee be taken to any medical facility due to a serious injury, the Union Representative responsible for

the area the job is located in shall be notified (by phone or fax or email) as soon as practical. In the event the job has a Stewart, he or she shall be notified of the injury as soon as practical.

Section 7.5 Drug and Alcohol Testing

(A) Labor and management agree that it is in the best interest of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end. It is the intent of the parties that all Contractors and subcontractors, regardless of tier and Union affiliation, shall have a drug and alcohol program equal to or better than the Construction Industry Drug-Free Workplace Program (CIDFWP).

(B) The Employer has the right to screen Employee for alcohol and drugs as a condition of employment, as long as it is in compliance with state and federal laws. Drug and alcohol testing is permitted under the conditions as outlined in Sections C and D of this Article.

(C) Testing will be conducted in accordance with the CIDFWP. All testing will be paid for by the Employer contributions to the CIDFWP. If test results are negative, the Trust will pay fifty dollars (\$50.00) and will issue a Drug Card to the Employee. The applicable provisions of the DFW Program's Plan, Policy, Administrative Rules and Trust Documents and future amendments thereto are hereby adopted for the period covered by this Agreement.

(D) Notwithstanding Section C above, a signatory Contractor may choose to not participate or pay the contribution for

the CIDFWP provided all Employees are covered by a Department of Transportation (DOT) approved program. The Employer shall submit a copy of its DOT approved program to the Union for review and to the CIDFWP for review and determination that it meets or exceeds the standards of the CIDFWP.

(E) Prospective Employee/Members. Prospective Employees, who test negative for a drug and alcohol test conducted in compliance with the aforementioned policy, will be reimbursed fifty dollars (\$50.00) for taking such a test. This expenditure is not for time worked, but for the undetermined amount of expense by the prospective Employee prior to being put on the Employer's payroll.

Section 7.6 Stewards

(A) There shall be a Steward on the job at all times while the work of the Brotherhood is being performed, except in the event a crew or portion thereof is required by the Employer to perform overtime work, then the Steward shall be required only if he/she was performing the work which will continue into overtime. This method of selecting overtime workers shall not be considered discriminatory. The job Steward shall not initiate any physical altercation with any person on the jobsite or he/she shall be subject to immediate dismissal.

(B) The steward shall:

1. Be a working Journeyman appointed in writing, by and at the discretion of the Business Representative of the Union.

2. In addition to his/her work as a Journeyman be permitted to perform during working hours such of his/her union duties as cannot be performed at other times.

(C) His/her official duties as a Steward shall be limited to:

1. Securing the weekly Steward Report.
2. Pick up the tools for a sick or injured person and notify the Local Union and/or Regional Council Representative.
3. Transmit to the Business Representative all complaints and grievances emanating from the job.

(D) It being expressly understood and agreed that a Steward's duties shall not include any matters relating to referral, hiring or termination or disciplining of Employees. That he/she shall not in any way obligate the Union or Business Representative in any matter of policy, interpretation of Labor Relations Agreements or in any other prerogatives usually assigned to the Business Representative.

(E) In no event shall an Employer or the Union discriminate against the Steward, nor will the Employer discharge him/her on account of any action taken by him/her in the proper performance of his/her Union duties. If in the opinion of the Employer, the Steward is not operating within the scope of this Agreement or that he/she is exceeding his/her authority, the Employer shall notify the Business Representative who shall correct the matter.

(F) The Steward will not be discharged or transferred for actions taken in the proper performance of the Steward's duties. The Union and the Steward shall be notified in writing forty-eight (48) hours before he/she is to be laid off or discharged except when he/she is one of the last three (3) journeymen on the job other than the foreman or if the steward is discharged for cause. In such cases such written notification will be provided to the Union upon termination or discharge of the Steward. In the event of a temporary lay-off, the Steward, if qualified, will be the first Worker given the opportunity to return to work. Reduction of force is not considered cause for separation of the Steward when said Steward is qualified to perform the scope of work remaining on the jobsite.

Section 7.7 Tools

(A) All Employees shall have tools sharp and in good condition upon going to the job, and unless the Employer employs a saw-filer, the Employer shall have the Employees' saws filed at no cost to the Employee. No Employee shall be required to take his/her saws off the job for filing.

(B) No Employee shall be permitted to take upon any job, loan, rent or otherwise furnish any optical instruments, patented miter box, clamp (except saw clamp), ladder, saw horse or any power tool. The Foreman shall be responsible for the proof of ownership of all power equipment and other items mentioned in this paragraph. The Employer shall furnish expendable tools such as taps, drills, files, hacksaw blades, special hand cleaners and solvents, welding gloves, standard welder hood and glasses. It is the responsibility of the Employees to return such items to the Employer in like condition less normal wear and tear.

(C) The Employer shall furnish a suitable place for the safe-keeping of Employees' tools and work clothes. When they are so stored the Employer shall be liable for loss of tools and/or work clothes due to forced entry, flood or fire. He/she also shall be liable for accidental damage to Worker's tools caused by movement of Employer's equipment when such situation is beyond the Employee's control. Any claim for such loss must be itemized in writing, certified to by his/her Foreman and submitted within five (5) days after such loss. The Employer shall be permitted seven (7) days after receipt of such claim to effect replacement of equal quality. Claims for loss shall be limited to tools and clothes necessary for the performance of the Employees' work on the project on which the loss occurred, provided that the Employees have been notified of such required tools and clothing.

(D) When stationary power saws or other stationary wood-working machinery are used on the job, they must be operated by qualified Journeymen or Apprentices in accordance with the appropriate apprenticeship standards.

(E) Employees shall be allowed such time as necessary to collect, clean, and store tools in the designated place before quitting time. Wherever practicable the tool house shall be placed close to the work.

Section 7.8 Welding Certifications

(A) When an Employer requests a Certified Welder (Carpenter, Millwright, Bridge & Highway Carpenter and Pile-driver) such Worker shall possess and maintain an active Certification Card from an Accredited Testing Laboratory certifying that he/she has passed an American Welding So-

ciety (AWS) standard three (3) position test within one (1) year of date of employment.

(B) Any Worker wishing to become so certified shall be entitled to take such test once a year provided:

1. Prior authorization for the test was received from the Pacific Northwest Carpenters' Institute;
2. Test must be passed; no reimbursement will be allowed for any test failures;
3. Receipt of payment for such test must be submitted to the Pacific Northwest Carpenters' Institute for reimbursement.

(C) If any welding card/certification is needed for any safety procedure which requires training outside of the normal working hours, the Employer and the Union shall meet and determine what compensation is needed.

(D) Any charges incurred for additional welding certifications required by the Employer, not listed in 7.8.A. above, shall be paid by the Employer. Any time the Employee spends obtaining additional required welding certifications shall be paid at the applicable wage rate.

(E) When, as a condition of employment, a certified welder is required to re-certify at the jobsite, the Employer shall provide the Employee with a copy of his/her certification papers.

ARTICLE 8
IMMIGRATION REFORM AND
CONTROL ACT (IRCA) REQUIREMENTS,
REPORTING PAY,
MINIMUM PAY AND STANDBY PAY

Section 8.1 Immigration Reform and Control Act (IRCA)

- Any referral who is unable to qualify for employment under the provisions of the IRCA shall not be eligible for employment and the attendant benefits herein.

Section 8.2 Reporting Expense - When qualified Workers report for work as directed and for whom no work is provided, they shall be paid sixty dollars (\$60) reporting expense unless prevented from working by causes not under the control of the Employer. It being understood that the above reimbursements are for the inconvenience of reporting to the job site and are not to be construed as wages for work performed and that workers entitled to reporting expense shall not be required to remain on the job site except as provided below.

Section 8.3 Minimum Pay

(A) Employees who work less than four (4) hours shall be paid for four (4) hours and if worked more than four (4) hours but less than six (6) hours shall be paid for six (6) hours and if worked more than six (6) hours but less than eight (8) hours shall be paid for eight (8) hours.

(B) The above shall not apply if the work stoppage is due to equipment breakdown or weather conditions beyond the control of the Employer.

(C) If an Employee leaves or quits of his/her own volition, he/she shall be paid for actual time worked at applicable straight and overtime rates. If a new hire is put to work and judged by the Employer to be unsatisfactory, the Worker shall be paid only for the actual time worked.

Section 8.4 Stand-By - On rain sensitive work such as dirt work, slab work, asphalt work or in such cases as equipment breakdown, the Employer may request the Employees to remain on the job for up to two (2) hours on a stand-by basis. If not put to work during this two (2) hour period, the Employee shall receive two (2) hours wages plus fringes, but shall not receive the sixty dollars (\$60) reporting expense. If put to work, Employees shall receive pay for actual hours worked in accordance with the minimum pay requirement of this Article.

ARTICLE 9

CLASSIFICATION AND WAGE SCALES

Section 9.1 Old Work Protection

(A) All private sector work in progress or bid, which was covered by the scope of the previous agreement, shall be guaranteed the protection of the appropriate wage and fringe benefit rates in effect in the previous agreement through December 31, 2011.

(B) Public work performed under the provisions of a prevailing wage statute shall be administered in accordance with the Article 29 pertaining to the Public Works Project Davis-Bacon Act.

(C) All private work in progress at January 1, 2012 shall be subject to the full monetary increases.

Section 9.2 Classifications, wage rates, effective dates and duration will be in accordance with Schedule “A” attached hereto and made a part of this Agreement:

Journeyman: Carpenter, Millwright, Bridge and Highway Carpenter, Piledriver, Drywall, Acoustical

Apprentice: Carpenter, Millwright, Bridge and Highway Carpenter, Piledriver, Drywall, Acoustical

Section 9.3 Monetary Increases -The hourly total wage and fringe package increases for the life of this three (3) year agreement are effective on the dates indicated below:

July 15, 2016 Increase 3.5% (\$1.74) per hour for each group, distribution to be determined in accordance with section 9.4 below.

June 1, 2017 Increase 3% (\$1.54) per hour for each group, distribution to be determined in accordance with section 9.4 below.

June 1, 2018 Increase 3% (\$1.59) per hour for each group, distribution to be determined in accordance with section 9.4 below.

Section 9.4 Distribution of Monies - The Union reserves the right to move monies within the wage package (Wages, RCD and health and welfare, etc.) without approval of the AGC, so long as no more than fifty percent (50%) of the total monetary increase is allocated to the benefit package.

ARTICLE 10

NON-RECURRING WORK

Section 10.1

(A) In times of emergency, necessary work ordinarily performed by members of a particular craft and involving less than one (1) day's labor per Worker, may be assigned to another craft worker. In such cases, wage scales shall be recognized as applying to the classification rather than the Worker, and any Employee performing such work shall be paid the rate for the classification of the work which he/she is required to do, provided that under no such conditions shall an Employee be paid a lower rate than that of the classification under which he/she was working immediately prior to the temporary assignment herein referred to. This provision is designed to care for emergency situations where workers of the proper craft are not available, or because of the short duration of the particular work to be done, or the remoteness of the job, it would be impractical from both the Union's and the Employer's standpoint to dispatch the workers ordinarily used.

(B) This Article will only apply in cases where reciprocal conditions are given by other crafts.

ARTICLE 11

GOVERNMENT REQUIREMENTS

Section 11.1

(A) This Agreement and all the terms thereof shall be subordinate to every provision in any contract which the Employer may bid for or enter into with any public or quasi-public

or governmental body for the performance of work covered by this Agreement, and the parties hereto agree to conform to and abide by any restrictions or requirements regarding employment contained in such contract.

(B) The Union and the Employer pledge their mutual cooperation in complying with the Equal Employment Opportunity Regulations supported by appropriate Executive Orders and in the development of a program of Affirmative Action.

(C) Any Affirmative Action Program or its equivalent intended to foster equal employment which is mutually adopted by or imposed upon the parties signatory hereto for an area within the jurisdiction of this Agreement shall become an amendment to and supersede this Agreement.

(D) It is understood that both the Employer and the Union will use every effort to combat and prevent any activity or procedure which would create a situation detrimental to the labor standards established by this Agreement.

ARTICLE 12

APPRENTICESHIP AND TRAINING

Section 12.1

(A) Recognizing the need for an adequate supply of qualified carpenters, the Association and Union mutually agree to actively promote, and participate in, joint apprenticeship and skill advancement programs designed to meet this need.

(B) The Pacific Northwest Regional Council and the Association jointly believe that it is of the utmost importance to the

industry that the current apprenticeship and skill advancement program be utilized to its maximum to provide quality training programs for all segments and areas of the industry in order to qualify and maintain a skilled work force. To that end, the Pacific Northwest Regional Council and the Association agree to the following agenda:

Section 12.2 Such programs which exist or are developed to achieve this end and are supported in whole or part from funds derived from this Agreement shall:

(A) Be jointly administered by equal representation of management, as appointed by the Association, and labor, as appointed by the Union.

(B) Comply with all applicable State and Federal regulations governing same.

(C) Comply with Oregon and/or SW Washington Construction Carpenter Selection Procedure.

(D) Predicate an applicant's entrance into and advancement in the program solely upon results of evaluation procedures designed to reflect the minimum competency necessary to satisfactorily perform the requirements of any given level.

(E) Issue certification of achievement to each person satisfactorily completing the program's uniform competency standards as established by parties to this Agreement.

Section 12.3 **Joint Apprenticeship Training Committee**

(A) The Joint Apprenticeship Training Committee (JATC)

shall have six (6) sets of Standards: Carpenter, Exterior/Interior Specialists, Millwrights, Maintenance Millwrights, Piledrivers and Scaffold Erectors.

(B) Geographic area will include all of the State of Oregon and that part of the State of Washington currently covered by the OR/SW WA Collective Bargaining Agreements.

(C) One (1) JATC has been established for the entire Oregon/Southwest Washington collective bargaining area. All of the original JATC's have become Area Sub-Committees and have retained their geographic areas. Appointments to the Area Sub-Committee membership will be as per the OR/SW WA Collective Bargaining Agreement.

(D) Labor shall appoint four (4) labor members & four (4) alternate labor members and Employer shall appoint four (4) Employer members and four (4) alternate Employer members to the JATC. Employer members will be appointed as follows: Associated General Contractors, Oregon-Columbia Chapter one (1) plus one (1) alternate, General and Concrete Contractors Association one (1) plus one (1) alternate, Wall and Ceiling Association one (1) plus one (1) alternate, Member-at-Large one (1) plus one (1) alternate; appointed by agreement between the three (3) Associations. Both the Labor and the Employer Associations will endeavor to make appointments from across the OR/SW WA Collective Bargaining Area.

(E) Members will serve until they resign or are replaced by the appointing authority, or in the case of the Members-at-Large, removed by agreement of at least two (2) of the Associations.

(F) The Chair and Secretary positions of the JATC will be rotated on an annual basis between Labor and Management.

(G) The JATC shall be responsible for the evaluation and selection of all applicants and apprentices. The Area Sub-Committees shall conduct selections, evaluations and re-rates in accordance with JATC policy, subject to the final approval by the JATC.

(H) The JATC shall administer the apprenticeship program to maximize its effectiveness throughout the bargaining area in accordance with applicable laws and regulations. The JATC shall utilize area and specific discipline sub-committees to carry out certain of its responsibilities.

Section 12.4 Apprentices

(A) Apprentices shall be indentured to the JATC but will be under the supervision and direction of the Area Sub-Committee to which the Apprentice applied and was accepted.

(B) Apprentices shall work in the trade to which they are indentured and may work for any approved Training Agent throughout the OR/SW WA Collective Bargaining Area.

(C) Apprentices may request transfer from one Area Sub-Committee to another as allowed in the JATC Policy & Procedure. This would be an “in house transfer” and would not require re-registration with the State of Oregon or Washington.

Section 12.5 Training Agents

(A) All contractors signatory to a local area collective bargaining agreement with the United Brotherhood of Carpenters in this bargaining area are recognized Training Agents throughout the OR/SW WA Collective Bargaining Area unless determined otherwise by the JATC.

(B) The Employer shall take all steps necessary to see that each Apprentice works under and with competent Journeymen in the occupation for which the Apprentice is being trained and is assigned to working and learning tasks so that the Apprentice masters the on-the-job training and related instruction.

(C) The Employer must comply with the provision of these standards and any agreement applicable to the sponsor's program. The Employer, on forms approved by the Oregon State Joint Apprenticeship and Training Council, must make regular reports to the appropriate apprenticeship committee.

(D) The JATC shall have the authority to determine whether the Contractor is in compliance with the rules and regulations for the operation of the apprenticeship committee. Should the committee determine that the Contractor is not in compliance with the apprenticeship regulations and in the event that the committee terminates or suspends the Employer's training agent status, the Employer shall no longer be eligible to train registered apprentices. Termination of training agent status pursuant to this provision shall not affect the remainder of this Agreement and all other provisions shall remain in full force and effect.

Section 12.6 Employment of Apprentices

(A) A Contractor shall employ at least one (1) Apprentice on any job site on which five (5) or more Journeymen are employed and at least the equivalent of one (1) Apprentice for every five (5) Journeymen in his/her total work force.

(B) The Joint Apprenticeship and Training Committee (JATC) shall permit enrollment sufficient to satisfy this minimum ratio.

Section 12.7 Apprentices shall be removed from the job, for just cause, by the Employer upon receipt of written notification from the Apprenticeship Committee (JATC).

Section 12.8 Apprentice wage and fringe benefits shall be provided in accordance with the attached Schedule "A" at the appropriate apprentice classification rate.

Section 12.9 Programs that exist and/or are developed to achieve training shall be expanded to provide competency evaluation. Properly qualified workers will be dispatched by the Union in accordance with Article 5.4.B. of the Agreement.

(A) All applicants, unless evaluated prior to placement on a job, may only be dispatched as properly registered first term apprentices.

(B) Applicants not claiming prior experience will be processed according to the Oregon and/or SW Washington Construction Carpenter Selection Procedure as herein outlined.

(C) Applicants claiming prior experience shall be scheduled for an evaluation to determine Journeyman or assigned Apprenticeship competency level.

1. Those applicants evaluated as Journeymen will be placed on the out-of-work list.
2. Those applicants evaluated as Apprentices will be assigned the appropriate level of competency and processed according to the Oregon and/or SW Washington Construction Carpenter Selection Procedure.

Section 12.10 An evaluation will be administered by the Contractor or Union Representative. The evaluation procedure will determine:

1. If the individual possesses the minimum competency standards of a Journeyman or;
2. The applicable Apprentice competency level of the registrant.

Evaluation results shall be given to the Secretary of the appropriate Joint Apprenticeship and Training Committee, the Local Union, and the Employer.

Section 12.11 Workers admitted to the Union as a result of organizational effort shall be afforded the opportunity of evaluation in accordance with Section 12.10 above. Such evaluation shall be supplied the Employer to assist him/her in assigning the competency level of his/her Employees.

Section 12.12 Special Needs Journey Level Training

(A) When the Employer has a need for Special Needs Journey Level Training, consistent with the semi-annually published Carpenter Training Program schedule of classes, training will be provided at no cost to the Employer when a sufficient number of Employees are available for classes. If a scheduled class is not available to meet the Employers needs, the Employer may request the development of an industry program through the respective established JATC, or another expedient vehicle if recommended by the Director of Training.

(B) The Association and Union jointly agree to cooperate immediately in the development of a program of continuing education for the Carpenter work force.

Section 12.13 Foreman Training

(A) **Foreman Supervisory Skills.** The Association, the Union, and the respective training affiliates agree to commence efforts on journeyman skill advancement training programs that focus on foremen's supervisory skills and responsibilities. These programs will be offered throughout the bargaining area with particular emphasis in the rural areas.

(B) **Premium for Foreman.** An increased foreman's premium of two percent (2%) for a total of ten percent (10%) will be provided for:

1. Individuals who successfully complete a jointly agreed upon Foreman's Training Curriculum; and
2. The individual is assigned as a Foreman by his/her Employer.

ARTICLE 13
INVESTIGATION BY
UNION BUSINESS REPRESENTATIVE

Section 13.1

(A) The authorized Business Representative of any Union affected by this Agreement shall have the right to investigate conditions existing on any job at any reasonable time, upon first reporting to the Employer or his/her representative and presenting properly certified credentials. He/she shall not be allowed to unduly interfere with the progress of the work.

(B) Only the Business Representative who has proper credentials from the Union shall be allowed on any job to solicit membership in the Union and to collect monies from any Employee of the Employer in accordance with Article 5 of this Agreement.

ARTICLE 14
SETTLEMENT OF DISPUTES
STRIKES AND LOCKOUTS

Section 14.1 Jurisdictional Disputes

(A) If a jurisdictional dispute arises, it shall first be submitted to local business representatives of the crafts involved for settlement; and, if no understanding or agreement is reached within forty-eight (48) hours, it will be referred to the international unions involved for settlement. The international unions shall be requested to meet within forty-eight (48) hours to settle the dispute and, if no agreement is reached on this level within five (5) days, the parties to the dispute

may extend the period of settlement to another fixed date mutually agreed upon. If there is no resolution reached, the grievance may be referred to the National Labor Relations Board (NLRB).

(B) There will be no cessation or stoppage of work until “A” has been complied with and the Employer fails to adhere to the NLRB ruling.

Section 14.2 Settlement of Non-Jurisdictional Disputes

Grievance Procedure

In the settlement of disputes arising out of a violation, misunderstanding or difference in interpretation of this Agreement, the following procedure shall be followed:

Step I

(A) The Union, Employees or Employers having a grievance shall present such grievance to the Job Steward or Union Representative. The Steward or Union Representative or Employee, shall present such grievance to the Employer’s local representative at the job site. Such grievance shall be presented to the Employer in writing with a copy of said grievance to be filed with local Union representative within fifteen (15) calendar days from date of violation to be valid.

(B) Therefore, no dispute, complaint or grievance shall be recognized unless called to the attention of the Employer or Union in writing within fifteen (15) calendar days after alleged violation was committed. For dispute involving wage claims refer to Article 7 “Miscellaneous Provisions”, Section 7.2 “Payday.”

Step II

If no settlement is reached under Step I, the grievance shall be then presented, in writing, to the Employer's authorized representative at the Employer's office headquarters. The office headquarters shall mean the Employer's main office that has control for the territorial jurisdiction of this Agreement. If the grievance is not settled within seventeen (17) calendar days, either party may thereafter notify the other party that the grievance is moved to Step III.

Step III

(A) If no agreement is reached in Step II within seventeen (17) calendar days, either party may submit the grievance in writing to a Joint Adjustment Board composed of two (2) members selected by the Union, and two (2) members selected by the Association. The Board members shall not be Employees of the Local Union involved, or the Company involved. Any complaint, dispute or grievance not submitted in writing, requesting a Joint Adjustment Board hearing within seventeen (17) calendar days, shall be regarded as waived unless the parties otherwise agree in writing.

(B) The Joint Adjustment Board shall meet within twelve (12) calendar days of receipt of such request. A decision by a majority of the Joint Adjustment Board shall be final and binding on both parties. In the event the Joint Adjustment Board fails to render a decision within twelve (12) calendar days from their first meeting date, either party may, within twelve (12) calendar days give written notice to the other party of arbitration. The parties may mutually agree to extend the time limits.

Step IV

(A) If no settlement is reached under Step III, either party may request, in writing, to the arbiter, that the grievance be taken to arbitration. The arbiter shall hear the grievance within seventeen (17) calendar days after receipt of the request, unless it is mutually agreed to extend such time limit. The arbiter shall render his/her decision within seven (7) calendar days after the grievance is heard, unless it is mutually agreed to extend such time limit. The arbiter may render his/her decision orally within the time limits and not be in violation of this clause. However, either party may demand a written decision to follow. The expenses of the arbitration, excluding attorney's fees, shall be borne by the losing party, unless awarded otherwise by the arbitrator.

(B) If the parties are unable to agree upon the impartial arbitrator within a period of five (5) calendar days, then either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) names. If the parties cannot agree, then they shall go to the Federal Mediation and Conciliation Service. After receipt of the names of the seven (7) arbitrators, the parties shall meet and alternate in striking names from the list, with the first striking decided by the tossing of a coin. The remaining name, after each party has struck three (3) names, shall be the impartial arbitrator. The decision of the arbitrator shall be final and binding on both parties.

(C) Arbitrator

1. The jurisdiction of the arbitrator shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of

this Agreement; therefore, the arbitrator shall not have legislative power.

2. It is further understood and agreed that the arbitrator's decision may provide retroactively not to exceed twenty (20) calendar days from the day of the written filing of the complaint as set forth in Step I of this Article.

Section 14.3 Should the parties involved fail to comply with the time limits established in this Article, unless mutually agreed to extend such limits, then either party may proceed directly to arbitration on a unilateral basis in accordance with Section 14.2.

Section 14.4 Should the parties involved fail to comply with the findings within five (5) calendar days after written notification of the arbitrator's decision, then either party may take such action as it deems necessary to enforce the findings of the arbitrator and they shall not be considered in violation of any part of this Agreement.

Section 14.5 The Union will not recognize an unauthorized picket line. It shall not be a violation of this Agreement nor cause for discharge for any Employee covered by this Agreement to refuse to cross a picket line. The Union is to notify the Association in writing of a sanctioned picket line.

Section 14.6 It is mutually agreed that there will be no strikes or lockouts, or cessation of work, by either party, for the duration of this Agreement, and all non-jurisdictional disputes arising under this Agreement shall be submitted to the procedures for the settlement of disputes as provided for above.

ARTICLE 15

HEALTH-WELFARE AND DENTAL

Section 15.1 In addition to the wage scales listed in Schedule “A” herein, all persons, parties, firms or corporations as listed in Schedule “B”, or otherwise coming under the scope of this Agreement, who are, or may become signatory parties to this Agreement, agree that the existing Health and Welfare Trust Fund as established January 1, 1956, shall continue in full force and effect for the purpose of providing Health-Welfare and Dental benefits for all eligible Employees covered by this Agreement, and shall pay into the existing Oregon-Washington Carpenters-Employers Health and Welfare Trust Fund: For health-welfare and dental the sums per compensable hour as listed in Schedule “A”. Such payments shall be made monthly in accordance with the requirements of the Trust Agreement and all applicable provisions of the existing Trust Agreement shall continue in full force and effect. The Fund established by prior contributions shall be recognized as a fund held in trust, and therefore an appropriate depository for the contributions referred to herein above.

Section 15.2 It shall be a violation of this Agreement for the Union to allow workers covered by this Agreement to work for an Employer who fails, after due notice, to make the proper contributions to the Health and Welfare Fund in accordance with the provisions of this Agreement.

Section 15.3 In the event an Employer fails to make the monetary contributions in conformity with this Article of the Agreement, the Union is free to take any economic action against such Employer it deems necessary, and such action shall not be considered a violation of this Agreement.

ARTICLE 16

PENSION

Section 16.1 In addition to the wage scales listed in Schedule “A” herein, all persons, parties, firms or corporations as listed in Schedule “B”, or otherwise coming under the scope of this Agreement, who are, or may become signatory parties to this Agreement, agree that the existing Pension Trust Fund as established July 1, 1962, shall continue in full force and effect for the purpose of providing Pension benefits for all eligible Employees covered by this Agreement, and shall pay into the existing Oregon-Washington Carpenters-Employers Pension Trust Fund the sums per compensable hours, listed in Schedule “A”. Such payments shall be made monthly in accordance with the requirements of the Trust Agreement and all applicable provisions of the existing Trust Agreement shall continue in full force and effect. The Fund established by prior contributions shall be recognized as a fund held in trust, and therefore an appropriate depository for the contributions referred to herein above.

Section 16.2 It shall be a violation of this Agreement for the Union to allow workers covered by this Agreement to work for an Employer who fails, after due notice, to make the proper contributions to the Pension Fund in accordance with the provisions of this Agreement.

Section 16.3 In the event an Employer fails to make the monetary contributions in conformity with this Article of the Agreement, the Union is free to take any economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement.

Section 16.4 The Employer shall provide for a voluntary deduction on an individual basis and forward to the Employee's designated individual 401 (k) account through the administrator of the existing Trust at no cost to the Employer. Employees shall designate the amount to be deducted and that amount shall be shown on the dispatch slip. Employees may increase or decrease the percentage they contribute or stop their contributions to the Plan at any time. To make any of these changes, they must submit a new salary reduction agreement form to their Local Union and Employer at least fourteen (14) days before they want the change to be effective.

ARTICLE 17

TRUSTEE QUALIFICATION CRITERIA

Section 17.1 In order to qualify as a Management Trustee on any Carpenter Board of Trustees herein after designated, a Management Trustee must be a signatory Employer, or full time non-bargaining unit Employee of the signatory Contractor, or a regular officer of the Employer, who contributes to the respective Trust Fund, or a full-time staff person of a signatory Employer Association.

Section 17.2 The chairmanship of the various trust and sub-committees shall rotate on an annual basis between Labor and Management Trustees.

Section 17.3 For the purpose of this agreement the term "Signatory Employer" shall mean: Any active Contractor signatory to a Carpenters Master Labor Agreement and contributing on compensable hours to the Oregon-Washington Carpenters-Employers Trust Funds.

ARTICLE 18

VACATION FUND

Section 18.1 In addition to wage scales listed in Schedule “A” herein all Employers shall pay into the Oregon-Washington Carpenters’ Vacation Trust Fund the sums per compensable hour as listed in Schedule “A.” Such payments shall be made monthly in accordance with the requirements of the Trust Agreement.

Section 18.2 It is further agreed that the trust fund established for the purpose of providing vacation shall be jointly established and equally administered by Trustees from the Union and the Association.

Section 18.3 It shall be a violation of this Agreement for the Union to allow workers covered by this Agreement to work for an Employer who fails, after due notice, to make the proper contributions to the Vacation Fund in accordance with the provisions of this Agreement.

Section 18.4 In the event an Employer fails to make the monetary contributions in conformity with this Article of the Agreement, the Union is free to take any economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement.

ARTICLE 19

TRAINING FUND

Section 19.1

(A) In addition to wage scales listed in Schedule "A" all Employers shall pay into the Oregon-Washington Carpenters' Training Trust Fund the sums per compensable hour as listed in Schedule "A".

(B) The existing Oregon-Washington Carpenters' Training Trust Fund as established May 1, 1965 shall continue in full force and effect, shall be recognized as a fund held in trust, and therefore an appropriate depository for the contributions referred to herein above.

Section 19.2 It is further agreed that the trust fund established for the purpose of providing training for apprenticeship and journeyman skill advancement shall be jointly established and equally administered by Trustees from the Union and the Association.

Section 19.3 It shall be a violation of this Agreement for the Union to allow workers covered by this Agreement to work for an Employer who fails, after due notice, to make the proper contributions to the Training Fund in accordance with the provisions of this Agreement.

Section 19.4 In the event an Employer fails to make the monetary contributions in conformity with this Article of the Agreement, the Union is free to take any economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement.

ARTICLE 20

REGIONAL COUNCIL DEDUCTION

Section 20.1

(A) Upon presentation of a proper authorization form executed by the individual Employee, the Employer agrees to deduct the Regional Council Deduction from taxable wage and remit the same to the Regional Council in accordance with applicable law, for each compensable hour during the life of this Agreement.

(B) It is understood the Employers will remit each month this deduction in accordance with this Article on the transmittal forms used for fringe benefit contributions and that the pro rata costs of such forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator.

(C) The authorization forms shall be supplied by the Union and the Employer is under no obligations to solicit Employees for authorization.

(D) The Union guarantees that the Regional Council Deduction to be deducted shall be the amount applicable to all members of the Union covered by this Agreement as established by the membership through their duly elected delegates in accordance with the Union Constitution. The Union guarantees that the Union fund collected in this manner shall not be used as a strike fund against the Employers party to this Agreement. Should the Union violate either provision of this paragraph, this Article shall be null and void for the remaining period of this Agreement. This procedure shall

not be applicable to initiation fees, fines or readmission fees. The Union pledges to notify the Association prior to any unilateral change in the allocated RCD deduction amounts.

ARTICLE 21

SPECIAL AGREEMENTS

Section 21.1

(A) The Union recognizes that there exists in the construction market place a strong non-union element in our bargaining area, and agrees to meet this threat through the use of “special agreements”, and/or “job agreements,” negotiated by mutual consent by the parties hereto.

(B) When conditions warrant such an agreement may be used in a specified geographic location(s) and/or for all projects within a certain specific and mutually agreed upon segment of the construction industry.

(C) All requests for “special agreements” (and extensions of same) shall be in writing and the Contractor agrees to give the Carpenters Union ample time to review the request. When possible, seven (7) days notice shall be given to the Carpenters Union for their approval.

(D) It is the obligation of the Contractor to check with the Office of the Regional Council of Carpenters to determine if projects on which they intend to bid are covered by such agreements.

Section 21.2 If the Union negotiates special agreements for any work covered by this Agreement with any other Employer or Employer Association, all provisions of such

agreements shall be made available and apply to any Employer signatory to this Agreement for the specific work and specific area covered by such special Agreement only.

A Memorandum of Understanding dated June 1, 1988, is incorporated as a supplement to this Agreement (Private Works).

ARTICLE 22

RECIPROCAL GUARANTEE

Section 22.1

(A) It is expressly understood by the signatory parties hereto, that their participation in this Agreement is based on the guarantee that they will use their best efforts to require conformance to the terms hereof on all types of construction work covered by this Agreement and within the territory as set forth in Article 1.

(B) It shall not be a violation of this Agreement for either party to take economic action for non-compliance with this Article. Any violations of the terms herein shall be subject to Article 14.

ARTICLE 23

ANCILLARY EMPLOYER FUNDS

Section 23.1

(A) Contract Administration Fund - Effective June 1, 1991, a Contract Administration Fund (CAF) shall be established within AGC by virtue of this Agreement and shall continue

in full force and effect during the term of this Agreement. All Employers signatory to this Collective Bargaining Agreement, or who become signatory, or otherwise come under the scope of this Agreement, shall contribute the sum of five cents (\$0.05) per compensable hour worked by Employees covered under this Agreement into said fund. Contributions will be made on the same form as other Trust payments.

(B) For the purpose of administering this Fund, the individual Employer by becoming signatory to this Agreement does hereby designate the Employer trustees to act as his/her agent in all matters concerning said Trust Fund.

ARTICLE 24

AGREEMENT ALL INCLUSIVE

Section 24.1 Except as herein above and hereinafter specifically provided, this Agreement contains all of the covenants and agreements between the parties, and nothing outside this Agreement not specifically noted herein shall modify, amend or add to its terms except by mutual agreement between the parties. If situations arise during the life of this Agreement which shall necessitate modifications, amendments or additions, these same shall be arrived at through negotiations and mutual agreement, and shall be appended hereto by a written supplement.

Section 24.2 This Article shall apply in the event of relevant actions by Financial Accounting Standards Board (FASB).

ARTICLE 25

SAVING CLAUSE

Section 25.1 Should any part or any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction or the N.L.R.B., such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions hereof; provided, however, upon such invalidation, the parties agree to meet without delay and negotiate such part or provision affected. The remaining parts or provisions shall remain in full force and effect. If the parties are unable to negotiate such change or classification, within thirty (30) days (unless extended by mutual consent), either party may, after three (3) days written notice to the other, submit the matter to Arbitration under Step IV (B), of Article 14.2.

Section 25.2 National Health Care

(A) In the event of the enactment of National Health Care legislation which limits the deductibility of Employer Health/Welfare contributions, the Association and Union will meet immediately to ensure the deductibility to the Employer of the full compensation package.

(B) If the method of adjustment cannot be mutually agreed upon within sixty (60) days, it will be referred to the grievance procedure.

ARTICLE 26

LABOR MANAGEMENT BOARD

Section 26.1 The signatory parties adopt as a part of this Agreement any attached addendums or supplements negotiated between the Regional Council and the Association.

Section 26.2 **Joint Safety Committee**

A Joint Labor/Management Safety Committee, consisting of an equal number of Employer and Employee representatives, is hereby established which shall meet periodically to review safety issues and increase safety awareness in the construction industry. The Committee shall also constitute a Labor/Management Committee to meet periodically to discuss safety, as well as other matters of mutual concern.

Section 26.3 **Competitive Analysis Committee**

(A) The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas.

(B) Notwithstanding the provisions of paragraph A of this Section, the parties agree to establish a Competitive Analysis Committee (CAC) which will be made of an equal number of Union and management representatives not to exceed six (6) individuals.

(C) This committee will seek specific market information from volume of local municipality's building permits; sig-

natory contractors; and the respective trust fund for the development of geographic and market research facts. From such statistics, market goals will be established and facts analyzed to calculate what adjustments are needed in the economic variables of this Agreement. Economic components shall be defined as wages, fringe benefits, working conditions, special addendum agreements, but shall not be limited exclusively to these elements.

(D) Measurable goals for specific markets shall be established to increase work opportunities of the signatory parties during the life of this agreement.

(E) This Committee shall develop procedures to carry out the intent of the bargaining parties. This Committee shall be established and the parties named within fifteen (15) days after the effective date of this Agreement.

(F) The Regional Council will notify the Competitive Analysis Committee (CAC), in writing, of any amendments, modifications, exceptions or addendums to this Agreement which might be negotiated in any area covered by this Agreement between the Union and an individual Employer or group of individual Employers.

ARTICLE 27

APPRENTICESHIP-FRINGE BENEFITS

For apprentices in 1st and 2nd periods the Employer shall pay wages and make contributions for: Health & Welfare, Vacation, Regional Council Deduction, Training, and CAF.

For Apprentices in 3rd, 4th, 5th, 6th, 7th and 8th periods the Employer shall pay wages and make contributions for: Health & Welfare, Vacation, Pension, Regional Council Deduction, Training, and CAF.

CARPENTER AND MILLWRIGHT Apprenticeship Wage and Contribution Schedule

Periods	TW	H&W	VAC	PEN	RCD	TRNG	*DT	*CAF
1,2	X	X	X		X	X	X	X
3,4,5,6, 7 & 8	X	X	X	X	X	X	X	X

TW = Taxable Wage

H&W = Health & Welfare

VAC = Vacation

PEN = Pension

RCD = Regional Council Deduction

TRNG = Apprenticeship and Training

*DT = Drug Testing

*CAF = Contract Administration Fund

*Denotes Association required fees and is not included in the total wage/fringe package.

Special Notes on Apprenticeship Monetary Packages:

1. Apprentice Carpenters and Millwrights in the 1st and 2nd periods, when working on any State or Federal Prevailing Wage Projects, shall have their Pension Fund contributions (notwithstanding the Provisions of Article 16.4) paid directly to the Apprentice, as an addition to their wage.
2. Carpenter and Millwright Apprentices receive fringe benefits as indicated above and Zone Pay Differentials.
3. Piledriver Apprentices receive full fringe benefits and Zone Pay Differential.

ARTICLE 28
APPRENTICESHIP PERCENTAGE RATES

Percentage is of taxable wage only. The progressive wage rate to be paid the respective apprentice is:

CARPENTER APPRENTICESHIP RATE

First Period	50 % of Journeyman Wage
Second Period	58 % of Journeyman Wage
Third Period	64 % of Journeyman Wage
Fourth Period	70 % of Journeyman Wage
Fifth Period	76 % of Journeyman Wage
Sixth Period	82 % of Journeyman Wage
Seventh Period	88 % of Journeyman Wage
Eighth Period	94 % of Journeyman Wage

MILLWRIGHT APPRENTICESHIP RATE

First Period	50 % of Journeyman Wage
Second Period	58 % of Journeyman Wage
Third Period	64 % of Journeyman Wage
Fourth Period	70 % of Journeyman Wage
Fifth Period	76 % of Journeyman Wage
Sixth Period	82 % of Journeyman Wage
Seventh Period	88 % of Journeyman Wage
Eighth Period	94 % of Journeyman Wage

BRIDGE AND HIGHWAY CARPENTER APPRENTICESHIP RATE

First Period	60 % of Journeyman Wage
Second Period	73 % of Journeyman Wage
Third Period	75 % of Journeyman Wage
Fourth Period	80 % of Journeyman Wage
Fifth Period	83 % of Journeyman Wage
Sixth Period	85 % of Journeyman Wage
Seventh Period	90 % of Journeyman Wage
Eighth Period	95 % of Journeyman Wage

PILEDRIIVER APPRENTICESHIP RATE

First Period	60 % of Journeyman Wage
Second Period	73 % of Journeyman Wage
Third Period	75 % of Journeyman Wage
Fourth Period	80 % of Journeyman Wage
Fifth Period	83 % of Journeyman Wage
Sixth Period	85 % of Journeyman Wage
Seventh Period	90 % of Journeyman Wage
Eighth Period	95 % of Journeyman Wage

Apprenticeship Rates in Addendum Agreements - When an Apprentice Carpenter, Millwright, Bridge and Highway Carpenter, Piledriver, Drywall or Acoustical is used under the addendum agreements, he/she shall receive the percentage of the taxable rate in the Private Works Addendum.

ARTICLE 29
PUBLIC WORKS PROJECT DAVIS BACON ACT
AND RELATED STATUES –
ORS 279C.800 to 279C.870

Section 29.1

(A) In the event an individual Contractor bids a public job or project being awarded by a federal, state, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established or established by the Secretary of the U.S. Department of Labor (pursuant to 40 USC 276a), or by the Commissioner of the Oregon Bureau of Labor and Industries (pursuant to ORS 279C.800 to 279C.870), or by the Director of the Washington Department of Labor and Industries (pursuant to RCW 39.12), the predetermined wage and fringe rate shall apply for the duration of this Labor Agreement plus sixteen (16) months. The total determined package may be reallocated between wages and fringes to reflect the current fringe rate in the Master Labor Agreement at the time of advertisement for bid.

(B) In the event a contractor utilizes this Article on a job or project, whose duration is longer than the duration of this Agreement, the contractor shall enter into a project agreement for the duration of the job or project but not to exceed sixteen (16) months after the termination of this Labor Agreement. The project agreement shall incorporate the terms and conditions of this Agreement.

(C) The Employer's Association and the Union agree to meet as soon as possible if any change is made in the present method of determining the prevailing wage rates which would be adverse to either party.

(D) The Contractor agrees to notify the Regional Council of Carpenters Oregon Southwest Washington office of their intent to take advantage of this section.

Classification Carpenters

Carpenter Group 1 – Including but not limited to:

- * Acoustical and Drywall
- * Automatic Nailing Machine
- * Form Strippers
- * Caulkers (boat construction)
- * Instrument Men
- * Manhole Builders
- * Placing Precast Shapers
- * Riggers, Burners
- * Saw Filers
- * Plastic Materials & Fiberglass
- * Siding Application – shingles
- * Metal Studs

Toxic treated wood or steel material - receives twenty-five cents (\$0.25) per hour, eight (8) hour minimum

Carpenter Group 2

- * Floor layers and floor finishers (the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed)
- * Insulators (fiberglass and similar irritating material)

- * Stationary Power Saw eight (8) hour minimum
- * Working with charred material
- * When a workman wears a facial mask with a remote cartridge
- * Working on swinging, hanging nonrigid Bosn's chairs, supported from rope or cable on safety belt
- * Working on the vertical hoist tower construction, pier construction, falsework or similar type work over fifty feet (50') high

Welders shall receive a premium of \$1.75 per hour above their Group's journeyman wage rate, with an eight (8) hour minimum.

Classification Millwrights

Carpenter Group 3 (Millwrights Group 1)

- * Millwrights and Machine Erectors (Journeyman, Riggers and Burners)

Toxic treated wood or steel material - receives premium of twenty-five cents (\$0.25) per hour, eight (8) hour minimum

Carpenter Group 4 (Millwrights Group 2)

- * Instrument men

Welders shall receive a premium of \$1.75 per hour above their Group's journeyman wage rate, with an eight (8) hour minimum.

Classification
Bridge and Highway Carpenter

Carpenter Group 5
(Bridge and Highway Carpenter)

* Builds and sets forms for concrete work and precast concrete used in the construction or maintenance of Bridges and Highway Construction. See “Carpenters Group 6 (Piledrivers)” for form work related to the construction of piles

* For bridges over water, builds and sets forms for the piers, columns, or abutments of approaches to the first pier or abutment on the water’s edge. See “Carpenter Group 6 (Piledrivers)” for the first pier or abutment on the water’s edge

* Erects and removes falsework used to perform work under the Bridge and Highway construction classification. See “Carpenter Group 6 (Piledrivers)” for the erection and removal of heavy timber and/or pile falsework

* Strips and repairs reusable forms and reusable form materials, including component forms, for concrete work used in the construction of the Bridges and Highway construction

Welders shall receive a premium of \$1.75 per hour above their Group’s journeyman wage rate, with an eight (8) hour minimum.

When working with creosote and other toxic, treated wood and steel material, shall receive twenty-five cents (\$0.25) per hour premium pay for minimum of eight (8) hours

Classification Piledriver

Carpenter Group 6 (Piledriver)

- * Constructs bridges made of heavy timber
- * Erects and removes falsework made of heavy timber
- * Constructs such waterfront and marine facilities as docks, piers, wharves, bulkheads, jetties, and similar structures
- * Erects and removes falsework used to perform work under Piledriver classification
- * Sets up equipment for raising and placing of piles
- * Rigging of piles in leads, places cushion caps on piles to prevent splitting, guides piles, plumbs piles, and signals operators to begin or cease hammering unless controlled remotely from the ground
- * Drives, sets, stays, stresses, proofs, splices, welds, cuts off and caps piles
- * Drives sheet piling to shore and brace excavations related to pile driving work, including but not limited to the installation of lagging and all attachments to piles.
- * For bridges over water, erects forms for the capping of piles, piers, and columns and for the pier or abutment on land that is nearest to the water's edge. Strips and repairs such forms and form materials, including form components, if reusable
- * Constructs and installs cofferdams and caissons, and places and removes all casings, permanent or temporary, required to install piling. Includes drilled vertical shafts that support piles or pylons

Welders shall receive a premium of \$1.75 per hour above their Group's journeyman wage rate, with an eight (8) hour minimum.

When working with creosote and other toxic, treated wood and steel material, diesel hammer, shall receive twenty-five cents (\$0.25) per hour premium pay for minimum of eight (8) hours

When working in sheet pile cofferdams or cells up to the external water level shall receive fifteen cents (\$0.15) premium pay for minimum of eight (8) hours

NOTE: A Piledriver Foreman can supervise a crew on one rig only while such crew is engaged in driving pile.

ARTICLE 30

ZONE PAY DIFFERENTIAL - REFERENCE CITIES

Section 30.1

(A) The parties to the Agreement recognize that because of remoteness of area and other reasons, there is a great inequity between the living expenses of an Employee providing for himself/herself and his/her family in the major metropolitan areas and those of an Employee working in the remote areas within the large geographical area of this Agreement, and therefore, adopt the following provisions for wage scales.

(B) All Carpenters dispatches for Washington State counties: Cowlitz, Wahkiakum and Pacific, the reference city shall be Longview. For Clark, Klickitat and Skamania the reference city shall be Vancouver or Goldendale, whichever is closer to the work site and mileage shall be computed from that point.

Section 30.2 Zone Pay Differential - Mileage and Rates - Carpenters, Millwrights, Bridge & Highway Carpenter and Piledrivers

When an Employer specifically transfers an Employee, zone pay shall be based on the Employee's original reference city with that Employer. This shall not apply to Employees who voluntarily put themselves on an out of work list in another area.

(A) All jobs or projects located within thirty (30) miles of the respective city hall of the cities listed below shall receive the taxable rate of pay for all classifications (Zone A) as listed in Schedule "A."

(B) All jobs or projects located more than thirty (30) miles and less than forty (40) miles from the respective city hall of the cities listed below shall receive Zone "B" allowance. The taxable rate of pay shall be increased by one dollar and twenty-five cents (\$1.25) per hour.

(C) All jobs or projects located more than forty (40) miles and less than fifty (50) miles from the respective city hall of the cities listed below shall receive Zone "C" allowance. The taxable rate of pay shall be increased by one dollar and seventy cents (\$1.70) per hour.

(D) All jobs or projects located more than fifty (50) miles and less than sixty (60) miles from the respective city hall of the cities listed below shall receive Zone "D" allowance. The taxable rate of pay shall be increased by two dollars (\$2.00) per hour.

(E) All jobs or projects located more than sixty (60) miles and less than seventy (70) miles from the respective city hall of the cities listed below shall receive Zone “E” allowance. The taxable rate of pay shall be increased by three dollars (\$3.00) per hour.

(F) All jobs or projects located more than seventy (70) miles from the respective city hall of the cities listed below shall receive Zone “F” allowance. The taxable rate of pay shall be increased by five dollars (\$5.00) per hour.

(G) All jobs or projects located more than one hundred (100) miles from the respective city hall of the cities listed below shall receive Zone “G” allowance. The taxable rate of pay shall be increased by ten dollars (\$10.00) per hour. If the Employee is required to remain overnight, the Employer and the Union shall meet. When transportation or overnight accommodations of equal or greater value are provided by the Employer, the ten dollars (\$10.00) requirement may be waived.

Section 30.3 Reference Cities

(A) CARPENTERS FOR THE FOLLOWING CITIES:

Albany	Hermiston	Pendleton
Astoria	Hood River	Portland
Baker City	Klamath Falls	Port Orford
Bend	La Grande	Reedsport
Brookings	Lakeview	Roseburg
Burns	Longview	Salem
Coos Bay	Madras	The Dalles
Eugene	Medford	Tillamook
Goldendale	Newport	Vancouver
Grants Pass	Ontario	

(B) MILLWRIGHTS FOR THE FOLLOWING CITIES:

Eugene	Portland
Longview	The Dalles
Medford	Vancouver
North Bend	

**(C) BRIDGE & HIGHWAY CARPENTERS and
PILEDRIVERS FOR THE FOLLOWING CITIES:**

Bend	Longview
Eugene	Medford
Portland	North Bend

Section 30.4 Computation of Zone Pay Differential

It is agreed that for the purpose of determining the proper wage scale under this Agreement:

(A) All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road) to the geographical center on highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end of measurement).

(B) All related jobs or projects (such as a crusher's location) shall, for the purpose of determining the proper pay zone rates, be considered as a part of the prime job, with the exception of jetties which, for the purpose of this Agreement, will have separate locations and may, therefore, have a different pay zone for the quarry and jetty sites.

Section 30.5 **Bridge and Ferry Toll Fees**

The Employer agrees to pay toll fees on bridges and ferries provided the Employees shall furnish receipts for same. Receipts shall be turned in weekly.

Section 30.6 **Job Site Transportation**

Whenever because of the remoteness of parking areas, hazardous road conditions, or security restrictions, the Employer is required to furnish transportation for workers within the work site to the place of their work and such transportation is furnished to the Employee without cost to him/her, the equipment shall include seats and protection from the elements. Definite pickup and discharge points shall be determined. The time to leave from pickup point shall not exceed thirty (30) minutes prior to start of the shift. If there is more than thirty (30) minutes of time consumed from work site at the end of the shift to the point of pickup, the Employee shall be paid at his/her regular wage rate for full round-trip time spent in job site travel both before and after his/her shift. It shall be the intent of this provision that job site travel from pickup point to work site and from work site to pickup point shall be approximately equal in time consumed, and it is also the intent that the Employee will be required to be at the pickup points only in sufficient time to reach work site at his/her regularly established starting time. The project management and the Union will meet to establish any special conditions surrounding such manhaul operations. If such job site negotiations fail, the procedure set forth in this Agreement shall prevail.

Section 30.7 Camps

Where and when standard camp facilities are provided by the Employer at or near the job site, cost to the Employee shall be decided by mutual agreement between the Union and Employer. It is understood an Employee will be paid Zone A wages if he/she avails himself/herself of a camp facility. Use of a camp facility is solely the option of the Employee.

ARTICLE 31 CARPENTER

Section 31.1 Carpenter - Character of Work

Carpenter Group 1:

Constructs, erects, installs and renovates buildings and structures, structural members, and fixtures made of wood, plywood, wallboard, and materials that take the place of wood such as plastic, light guage metals, metal studs, fiberglass, transite sheeting, and cemesto board by using carpentry hand tools, power tools, and woodworking machines and by measuring materials and distances cutting materials to required size, assembling, anchoring, erecting and aligning forms or framework.

Carpenter Group 1:

- Lay's out and frames buildings or structures on-site.
- Erects and removes suspended scaffolding, specialty scaffold systems and self supporting scaffolding.

- Builds wooden stairs and installs wooden ladders, wooden handrails, wooden walkways, wooden platforms, and wooden gangways.
- Installs/applies siding to buildings.
- Installs wood doors, bi-fold doors, automatic doors, and overhead garage doors, hollow metal doors, weather-stripping and hardware such as locks, letterdrops, kickplates, and door tracks.
- Installs interior signs on buildings.
- Installs wood and metal rough frames for windows and bucks in which finished frames are inserted.
- Installs awnings, laminated wooden beams and trusses.
- Installs or applies sun-control film to the inside of windows.
- Installs metal decking for the placement of concrete slabs where metal decking is removed after concrete pour.
- Lay's out, installs, aligns, and repairs wood or metal cabinets, shelving, cabinet doors, cabinet hardware, molding, millwork, casework, paneling and all decorative woodwork to include composite.
- Installs high-density filing or storage equipment.
- Operates auto nailing machine.
- Insulates ceilings, walls, floors foundations, and slabs with non-irritating insulation.
- Installs folding, steel-framed, gymnasium bleacher or auditorium seating.
- Installs cast-on-site and pre-cast concrete panels.
- Makes and installs all types of concrete forms.
- Erects and removes building shoring necessary for overhead form work.
- Strips reusable forms.
- Builds manholes.
- Caulks boats.

Carpenter Group 2:

- Lays sub-floors and all hardwood floors, including nailed, mastic set, parquet and wood type tiles and block floors.
- Sands and finishes all hardwood floors.
- Installs irritating insulation in walls, ceilings, and floors.

ARTICLE 32 **CARPENTER HELPER**

Section 32.1

Carpenter Helper / Tender

(A) Carpenter Helpers may assist Journeyman and Apprentices, in all aspects of construction and perform the following tasks individually: transportation of materials, jobsite stockpiling, material handling, and cleanup. Carpenter Helpers may not perform layout work. They may use power tools intermittently but only under the direct supervision of a Journeyman.

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

(C) Wages for Carpenter Helpers shall be 63% of the journeyman rate spelled out in the appropriate schedule above. Benefit rates for Carpenter Helpers shall be 100% of the area benefits 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.

(D) Carpenter Helpers may be hired from alternate sources but are subject to the Union Security Clause and dispatch requirements.

(E) In the event a Carpenter Helper is assigned to work on a prevailed wage project, they shall receive the journeyman level pay rate for the scope of work performed. The benefits and authorized deductions will be paid to the appropriate Carpenters Trusts.

ARTICLE 33

MILLWRIGHTS

Section 33.1 Character of Work - **Millwrights and Machinery Erectors**

Millwright work shall be all work recognized as such by the Building and Construction Trades Department, AFL-CIO, and as found in the definition of a Millwright as set forth by

the Department of Labor, United States of America, in the Directory of Occupational Titles, or any subsequent edition thereto.

Section 33.2 Special Provisions

(A) All requests for dispatch in Oregon and those portions of Washington and Northern California under the geographic jurisdiction of the Pacific Northwest Regional Council of Carpenters shall be dispatched through Central Dispatch, (253) 945-8830 or (800) 953-6444, unless determined otherwise by the Pacific Northwest Regional Council of Carpenters.

(B) The Union agrees that the Employer may transfer Foreman and journeyman Millwrights from one Local Union's jurisdictional area to another Local Union's jurisdictional area within the area of this Bargaining Agreement. Such agreed upon workers must present themselves to the Local Union having jurisdiction and be properly dispatched before going to work.

(C) The appropriate zone pay shall be computed from whichever is lesser, the reference city having jurisdiction of the job or the Worker's domicile.

(D)

1. When the reference city having jurisdiction of the job can no longer furnish local qualified millwrights, additional millwrights will be dispatched to the job from other reference cities. These workers shall be paid zone pay from the reference city nearest their domicile, or from their domicile, whichever is lesser.

2. The above paragraph shall not be applicable to Employers who have an established point of business within Zone "A" of the Millwright's reference cities. Established point of business shall be defined as a principal "Home" office and is not to include any job shack, trailer, or temporary office set up for the duration of a project.

(E)

1. On all two (2) shift operations the first shift shall be eight (8) hours of continuous employment, except for lunch period, between the hours of 6:00 A.M. and 5:00 P.M. The second shift shall be seven and one-half (7½) hours of continuous employment, except for lunch period, and shall be paid for at eight (8) hours at the straight time hourly wage rate.
2. The Employer may elect to start the first shift of a two (2) shift operation prior to 6:00 A.M. in order to make the fullest utilization of the daylight hours. In such event, both shifts shall be seven and one-half (7½) hours of continuous employment except for lunch period and shall be paid for at eight (8) hours at the straight time hourly wage rate.

Section 33.3 Tools

- (A) Metric tools shall be furnished by the Employer.

(B) Millwright “Must Carry” Tool List

- 2 Tool boxes
- 1 Socket set – 3/8” and 1/2” drive w/sockets to 1-1/4” (No speed handles)
- 1 Set of wrenches up to 1-1/4”
- 1 Set of adjustable wrenches up to 16”
- 1 Set of Allen Head wrenches up to 5/8”
- 2 Vise grips
- 1 Channel locks
- 1 Set of screwdrivers - Standard and Phillips
- 2 Cold chisels
- 2 Center punches
- 2 Prick punches
- 3 Different sized drift punches
- 2 Brass drifts or one w/brass hammer
- 2 4” C clamps or welders clamps
- 1 Set of pliers up to 4 pairs of various types
- 2 Small wedges
- 1 Combination square set w/protractor head & center head
- 2 Sets of feeler gauges
- 1 0-1” micrometer
- 1 Dial indicator set
- 1 Dial indicator clamp or holder
- 1 Putty knife
- 1 Pencil magnet
- 1 Soap stone holder
- 1 Small pry bar
- 1 Hacksaw frame (blade furnished by contractor)
- 1 Chalk line and box
- 2 Screw jacks
- 2 Tin Snips
- 1 Bevel square
- 1 6” straight rule

- 1 Pocket tape
- 1 50' tape
- 1 6" slide caliper or inside/outside caliper up to 6"
- 2 Pair of dividers under 12"
- 1 Set of trammel points
- 1 98 12" level and 1 smaller level optional
- 2 Scribes
- 2 Small parallel blocks
- 1 Combination square (for rough use)
- 1 Brass plumb bob
- 2 Hammers – ball peen- no heavier than 24 ounces
- 1 Mirror
- 1 Torpedo level

At Employee's Option:

- 1 Hand-held calculator
- 1 Burning square

(C) Any tools not listed above, but required by the Employer, shall be furnished by the Employer.

ARTICLE 34 PILEDRIERS

Section 34.1 Special Provisions

(A) For those workers who reside (live within the free zone) in the following reference cities, namely, Bend, Eugene, Medford, Portland, Longview, and North Bend their zone pay shall be computed from the City Hall of the city wherein they reside. For those workers who reside nearer to a project than the free zone of the nearest reference city, and are available for that project, the mileage from their residence may be

used in computing their zone pay for that project. The zone pay for all other projects shall be computed from the City Hall of the reference city.

(B) Marine Piledriver - See definition in Section 34.2 (V).
- Character of Work.

Section 34.2 Piledrivers - Character of Work

(A) The Employer and the Union agree that the work covered in this Agreement is the work usually done by Piledrivers including but not limited to, all labor employed in the preparation, driving, setting, staying, stressing, testing, pulling, cutting off including cutoffs on pile by blasting (prima cord and/or TNT), capping of piling of any type including steel pile, all pre-cast concrete piles, pile jackets, composite piles, cast in place piles, drilled in place pre-cast concrete rods, drilled in composite piles, drilled in cast in place piles including any and all drilled in pile, also the splicing, barking, heading and shoeing of piling and the rigging and signaling connected with all of the above.

(B) Labor employed directly connected within the work, in the rafting, boring, reeving, dogging, driving, framing, cutting off or pulling of piles, including walling and bracing in open sewers where piles are driven, and rigging and signaling connected therewith.

(C) Labor employed in the framing of any and all structural material (except rebar) when and where such material is to be used in construction of or reconstruction and maintenance of wharves, docks, trestles, viaducts, bridges, trusses, truss beams, on all types of tide boxes and similar structures. In

the construction and repair of sub-structures of underpasses, subways, overhead crossings, pre-cast bulkheads and other similar structures where power, piledriving or derrick equipment is used. In the building of ferry slips, coffer dams, coffer dam framing, bracing and placing open cribs and caissons, underwater pipe lines, including such pipe where it emerges out of the water for short distances, dry-docks, graving docks, marine railways and seaplane ramps, and in the construction and erection of towers, bunkers, (except rebar) and other similar structures, including setting of pre-cast shapes over water, necessary for the completion of the above-mentioned projects, and the rigging and signaling connected therewith.

(D) Labor employed in the moving and placing of heavy machinery, boilers, tanks, guns and similar masses, when and where piledriving, power or derrick equipment is used, and the rigging and the signaling connected therewith. This work shall be done, when necessary and expedient, in conjunction with machinery mechanics from other crafts.

(E) All labor (excepting Operating Engineers) employed in the operation of power or piledriving equipment used in the wrecking and dismantling of all structures, and rigging and signaling connected therewith.

(F) All labor (excepting Operating Engineers) employed in the actual operation of piledriving rigs, piledriving exploratory drilling rigs, derricks, and other piledriving and construction equipment used in the performance of work set forth above, and rigging and signaling connected therewith, the operating of all controls pertaining to piledriving, drilling or extracting, when such controls are located remotely from the operator, shall be done by piledrivers.

(G) Where and when piling or other wood material for definite use in the construction or repair of all structures herein mentioned in this Agreement, or for storage, is delivered into water from ships or other water carriers, the rafting, boring, reeving and dogging shall be done by piledrivers.

(H) All timber and form work in the construction and repair of concrete docks, piers, and wharves, waterfront bulkheads and ways of every kind, and dry docks and graving docks shall be at the piledriver's classification and scale and shall extend up to and including the deck and mooring facilities thereof.

(I) Framing, handling and erection of timber trusses, towers and all similar structures and all rigging and signaling connected therewith, shall be at the piledriver's classification and scale.

(J) The division between piledrivers' and miners' work on subways or tunnels where the interior is to be constructed by tunneling methods shall be at the portal of the subway or tunnel.

(K) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the piledriver's classification shall continue to apply, up to and including the decking thereof.

(L) The piledriver's classification shall apply on all piledriving and caisson work on both land and water, the erection of platforms or drill rigs of various design used for offshore oil drilling, and the derricks and barges used to overhaul or set oil pipeline moorings at the site of operations, including

any work that may necessitate use of divers and tenders (see section on Divers and Tenders in Article 35).

(M) In the construction of wooden bridges, whether over land or over water, when composed of heavy timber, the piledriver's classification shall apply.

(N)

1. In the construction of concrete or steel bridges over land, the piledriver's classification shall apply to the driving of the piles and/or caisson work including the forms required for the capping of the piles or caissons immediately on top of the piles or caisson. The "capping of the piles" is herein interpreted as being that concrete, wood, or other material resting on top of the piles, where driven or placed and does not include any further form work above the capping. The above shall apply on such concrete or steel bridges constructed overland, highways, railroads, overpasses, and include cloverleaves, interchanges, etc.
2. On "bridge over water," the column or abutments in water and at the water's edge, or the first column or abutment on land adjacent to water's edge, shall come under the piledriver's classification. "The water line for fresh water streams shall be considered normal water's edge." "The water line on tide-affected streams shall be at the high normal water's edge." "Bridges over water" shall also include bridges over rivers that are dry in season; bridges constructed over a dry by-pass designed to carry flood water; bridges over ravines or depressions which carry water during spring run-off; bridges over man-made canals or aqueducts.

3. The above assignments referring to concrete or steel “bridge over water” are based upon piles being driven, caissons sunk or coffer dams erected by piledrivers under the piledriver’s classification on such concrete or steel bridge foundations.

(O) In the construction of concrete or steel “bridges over water,” the piledriver’s classification shall apply up to and including all the form work to the top of the column, piers or abutments supporting the steel and/or any other structure.

(P)

1. In the erection of falsework, when necessary for the support of work under the piledriver’s classification, then such falsework shall fall within their classification.
2. Falsework necessary for the support of work under the carpenter’s classification shall be done within such carpenter’s classification, with the exception that where piledriving or power equipment is used for heavy timber falsework, then such work shall come under the piledriver’s classification. This would include all rigging, signaling, and tagging incidental to the placing of heavy timber.
3. Falsework necessary for the support of the decking of concrete or steel “bridge over water” shall come under the carpenter’s classification. Falsework for such decking is under the carpenter’s classification, except where piledriving or power equipment is used.
4. (Do not interpret “forms” to be “heavy timber falsework” within the meaning of the first paragraph of this

subsection). If any dimension forms are fabricated on the ground for work coming under the carpenter's classification, then such forms can be put in place by power equipment under the carpenter's classification. "Forms" coming under the piledriver's classification, as outlined, shall be installed or placed under such piledriver's classification. If "heavy timber falsework" consisting of support for forms installed is under the carpenter's classification and piledriving or power equipment is used, then such installation of "heavy timber falsework" shall be done under the piledriver's classification as plainly stated in the first paragraph of this subsection.

(Q) In construction of open-cut sewers, the piledriver classification shall apply on all piling including wood, steel or concrete sheet piling, where conventional piledriving equipment is used.

(R) The assembling, erecting and dismantling of piledriver equipment at the job site used exclusively for any of the above operations.

(S) Erection and assembly of pipe and tanks of wood or wood substitutes.

(T) The number of workers in a crew is dependent upon the conditions involved as recognized by the Union and Employer.

(U) Steel scaffolding for setting heavy timbers when using power equipment.

(V) A “marine piledriver” is defined as one who works in the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties and similar structures when working with piledriver, derrick, crane or similar power equipment on the water.

Section 34.3 Tidework or Broken Shift

(A) When an Employee is called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable straight time rate.

(B) Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 8:00 a.m. and 5:00 p.m. shall be paid for at the applicable straight time rate.

(C) Any time in excess of eight (8) hours worked between 8:00 a.m. and 5:00 p.m. shall be paid for at the applicable overtime rate.

(D) In the event an Employee is called out to work broken time or tide work on Saturdays, Sundays or holidays, the applicable overtime rate or rates shall be paid for all time worked and the minimum pay shall be six (6) hours at such overtime rate.

ARTICLE 35
DIVERS AND DIVERS' TENDERS
DIVERS ADDENDUM

This addendum contains Special Working Rules for all classifications of workers performing Diving and or Hyperbaric Tunnel Work under the Oregon / SW Washington Area Master Agreement.

SECTION 35.1 SUBCONTRACT

Employers agree they will not subcontract any Commercial Subaqueous Diving Work or Hyperbaric Tunnel 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 the area Principal Agreement and this Addendum.

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

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

The terms of this Addendum are open to further negotiations when the employer and Union agree that a specific project, industry, pay classification or geographical area requires fur-

ther evaluation. However, any change to terms or conditions shall apply to any employer working under this Addendum.

SECTION 35.2 HIRING

All dispatches and job clearances for the members of subaqueous diving and hyperbaric tunnel crews will be dispatched through the Pacific Northwest Regional Council of Carpenters Central Dispatch Office. To avoid duplication of order and to affect an orderly hiring procedure, the Employer agrees that when calling the Union for personnel, to designate a responsible representative which the Union will recognize as the Agent of the Employer with the authority to hire. The Union shall maintain an exclusive non-discriminatory hiring hall to fill requisitions for personnel on the diving crew.

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 personnel.

SECTION 35.3 COVERAGE

The work covered by this Addendum 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 subaqueous 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 under-

water 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.

The work also includes, but is not limited to, such work described as follows: all work in connection with compressed air hyperbaric chamber work areas in mining, tunneling and boring operations. This includes tunneling methods that utilize pressurized ductile pipe, gravity pipe, HDPE fused and non-fused pipe, segmented concrete pipe and other such methods of shoring and construction.

SECTION 35.4 SAFETY

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 Addendum.

All Federal and State Safety Rules, Regulations, Orders and Decisions shall be binding upon the individual contractor and shall be applied to all covered work. 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.

A copy of the appropriate Rules and Regulations must be on the jobsite and be available to all Members of the Team.

All equipment utilized for diving in an environment containing biohazards such as oil, human waste, nuclear debris or similar environments where dive equipment may be worn or effected in a fashion other than normal wear and tear shall be provided by the employer. In cases where personal equipment is utilized and damaged due to the diving environment the equipment will be replaced by the employer with equivalent equipment acceptable to the diver.

SECTION 35.5 DIVING RULES

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

Diving Definitions:

1. **D. P. I. C.:** Designated person in charge (per OSHA Regulations). All dive crew members are qualified to be D.P.I.C.

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 Superintendent: A Dive Superintendent will be added to the dive crew/team when deemed necessary by the contractor for dive operations, when diving mixed gas (HEO2) or Saturation diving modes are used. If a Dive Superintendent is listed on the job he will be the D.P.I.C.

4. Dive Supervisor / Dive Master: A Dive Supervisor / Dive Master will be added to dive crew/team when it is required by a Regulatory Agency, when deemed necessary by the contractor for dive operations, when 2 or more divers are in the water or when the crew size is 4 or greater. 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. If a Dive Supervisor/Dive Master is listed on the job he will be the D.P.I.C.

5. 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.

6. Stand-by Diver: A Stand-By Diver is a diver at the dive location available to assist in the water and whose dive hat is online.

7. **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.

8. **Manifold Operator (Life Support Technician):** A Technician qualified to operate a manifold and/or mixer of helium, oxygen or other gases for the purposes of providing the proper mixture of these breathing gases to the Diver or Divers. A Manifold Operator is not required for pre-mixed nitrox not mixed at jobsite.

9. **Technician (Saturation 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.

SECTION 35.6 PAY SCALES

Note: Rates of pay determined below are calculated at 90% of the Western WA Pile Driver and Divers wage scales contained in the Western and Central WA Area Principal Agreement negotiated between the AGC and the Pacific Northwest Regional Council of Carpenters.

Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor).

CLASSIFICATIONS:

	<u>2016-17</u>	<u>2017-18</u>
Diver	\$85.26	\$86.89
Diver Superintendent	\$86.61	\$88.24
Dive Supervisor/Dive Master	\$51.38	\$53.24
Stand-By Diver	\$46.88	\$48.74
Tender	\$41.26	\$42.89
Manifold Operator	\$41.26	\$42.89
Manifold Operator (on days with mixed gas diving)	\$46.26	\$47.89
Bell/Vehicle/submersible Operator (not under pressure)	\$85.26	\$86.89
Remote Operated Vehicle Operator/Technician	\$41.26	\$42.89
Remote Operated Vehicle Tender	\$37.50	\$38.99

All Benefits shall be paid in accordance with the appropriate geographic Area Principal Agreement Negotiated between the AGC and the Pacific Northwest Regional Council of Carpenters.

(A) **Reporting:** 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 if not put to work.

(B) **Minimum Hours:** Any classification of employee performing work as part of a Dive Crew/Team shall receive a minimum of four (4) hours of pay at the appropriate pay rate. If the employee works more than four (4) hours but not less than six (6) hours he/she shall receive a minimum of six (6) hours and if more than six (6) hours but less than eight (8) hours he/she shall receive a minimum of eight (8) hours pay.

(C) **Decompression:** When Divers are working at a depth and time that requires any decompression they shall be paid the Diver Rate for a minimum of eight (8) hours. In-water stops of (5) five minutes or less when decompression is not required, which are taken at the Dive Supervisor's or Diver's discretion does not trigger the eight (8) hour minimum requirement.

Unless otherwise specified in this addendum, Hours of Work and Overtime shall be in accordance with the appropriate geographic Area Principal Agreement.

Divers Currently indentured in a State approved apprenticeship program within the jurisdiction of the United Brotherhood of Carpenters may on privately funded projects receive compensation equal to eighty-five percent (85%) of the Diver classification rate.

(D) **Wages**

1. **Dive Superintendent:** Diver hourly scale plus one dollar fifty cents (\$1.50)

2. **Dive Supervisor / Dive Master:** Dive Supervisor / Dive Master shall receive Standby Diver hourly scale plus five dollars (\$5.00) per hour.

3. **Diver:** Dive rate of pay (hourly scale) in Oregon / SW WA shall be 90% of the Divers scale as out lined in the Western and Central WA Area Principal Agreement negotiated between the AGC and the Pacific Northwest Regional Council of Carpenters.

4. **Standby Diver:** Standby Diver shall receive 90% of the W WA Standby Diver hourly rate. This rate is used in calculating overtime pay.

5. **Tender:** Tender shall receive 90% of the W WA MLA hourly rate of the classification of Pile Driver Foreman.

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

6. **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 hourly rate plus premiums.

7. **Remote Operated Vehicle (ROV) Operator / Technician:** The ROV Operator / Technician shall receive 90% of the hourly rate of W WA Pile Driver Foreman. If the employer chooses to subcontract the work performed by this classification, the subcontractor is not required to be signatory to an agreement with the Union.

8. **ROV Tender:** The ROV Tender shall receive 90% of the W WA MLA hourly rate of Pile Driver. If the employer chooses to subcontract the work performed by this classification, the subcontractor is not required to be signatory to an agreement with the Union.

SECTION 35.7 MISCELLANEOUS

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

B. 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.

SECTION 35.8 PREMIUMS

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.

A. 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 hourly rate:

Depth Below Water Surface (FSW)	Amount of Premium Per Day Over 50 Feet
50 to 100 Feet	\$2.00
101 to 150 Feet	\$3.00
151 to 220 Feet	\$4.00
Over 220 Feet	\$5.00

Depth pay: The actual depth in FSW shall be used in determining depth premium.

A. Diving in Enclosures Premium Rates:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, a premium

according to the following schedule shall be paid, in addition to the Diver hourly rate and any applicable depth pay.

Distance Traveled From Entrance	Amount of Premium Per Day
0 to 25 Feet	N/C
25 to 300 Feet	\$1.00 per foot from the entrance
300 to 600 Feet	\$1.50 per foot beginning at 300 feet
Over 600 Feet	\$2.00 per foot beginning at 600 feet

Deep Water, Bell/Vehicle System Total Saturation Diving

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 Section shall apply to and cover the following classifications:

Dive Supervisors, Dive Masters, Divers, Stand-By Divers, Tenders, 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.

SECTION 35.9 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.

Bell Diving Under Pressure: For short duration dives using a bell, in addition to the Diver 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.

2. 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.

3. Bounce of Short Duration Using Bell:

Crew Size Concerning Bounce and/or Saturation 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 will be a total of seven (7) men/women:

1 Dive Supervisor	3 Divers
1 Manifold Operator	2 Tenders

4. 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) employees. The number of crew needed for this operation shall be consistent with the job requirements and the safety requirement.

Saturation Crew Breakdown:

- 1 Dive Superintendent
- 2 Dive Supervisors
- 2 Technicians (Saturation Tech)
- 2 Manifold Operators (L.S.T. Life Support Technician)
- 4 Divers/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 35.10 WAGES (Daily Rate) Hours and Overtime for Pressurized Bell/Vehicle Diving and/or Saturation Diver

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

2. **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.

3. **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 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.

4. **Dive Superintendent:** Dive Superintendent shall receive diver scale plus one dollar fifty cents (\$1.50) No other premiums apply.

5. **Dive Supervisor:** Dive Supervisor shall receive Standby diver plus five dollars (\$5.00) per hour. **A Dive Supervisor shall not dive except in a life-threatening emergency. No other premiums apply.**

6. **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 (\$1.00) per hr.

7. **Technicians:** All other technicians and support personnel will be paid at the Tender rate.

8. **Manifold Operator (LST):** Manifold Operator shall receive Tender scale, plus five dollars (\$5.00) per hour.

9. **Saturation Depth Pay Bonus:** One dollar (\$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).

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

11. **Stand-By Pay:** Dive Crews/Teams are to receive a minimum of twelve (12) hours Stand-By pay per day.

12. **Weekend and Holiday Overtime:** All work on Saturday will be paid at time and one-half ($1\frac{1}{2}$ x) the regular hourly wage rate. All hours worked on Sunday and holidays will be paid at double (2x) the wage rate.

13. **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 ($1\frac{1}{2}$ x) the regular hourly wage rate shall be paid for the balance of the shift.

14. **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.

15. **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.

SECTION 35.11 HYPERBARIC TUNNEL WORK

Hyperbaric Tunnel Crews perform work in two pay classifications as follow: **Crew Tender** pay classification for work occurring below the portal collar but outside the hyperbaric chambers and **Hyperbaric Worker** pay classification for workers in pressurized chambers. For uniformity in dispatch purposes, the dispatch rate shall be for the Hyperbaric Worker Classification.

Either pay classifications may apply for a worker depending on work area during any given shift or hyperbaric intervention but the worker shall receive a minimum of four (4) hours Hyperbaric Worker pay at the applicable rate whenever a worker enters a pressurized chamber during a shift.

Apprentices may not be utilized on Hyperbaric Tunnel work.

A copy of the appropriate Rules and Regulations must be on the jobsite and be available to all Members of the Hyperbaric Tunnel Crew.

1. Basis of Pay

The hourly pay rate for the Crew Tender classification shall be 80% of the Tender rate contained in the applicable geographic area.

The hourly pay rate for the Hyperbaric Worker classification working at pressures up to 30.00 PSI in each geographic area shall be equal to 90% of the W WA MLA Pile Driver rate + 33%.

In addition Hyperbaric Worker working at pressures over 30.00 PSI shall receive hourly rates as detailed in the table below for time spent in pressurized chambers. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during a shift shall be used in determining the applicable rate. These rates shall also apply for calculating overtime.

00.00 psi – 30.00 psi	100 % of Hyperbaric Worker rate
30.01 psi – 44.00 psi	Hyperbaric Worker rate + \$ 5.00
44.01 psi – 54.00 psi	Hyperbaric Worker rate + \$ 9.00
54.01 psi – 60.00 psi	Hyperbaric Worker rate + \$14.00
60.01 psi – 64.00 psi	Hyperbaric Worker rate + \$16.50
64.01 psi – 68.00 psi	Hyperbaric Worker rate + \$21.50
68.01 psi – 70.00 psi	Hyperbaric Worker rate + \$23.50
70.01 psi – 72.00 psi	Hyperbaric Worker rate + \$25.50
72.01 psi – 74.00 psi	Hyperbaric Worker rate + \$27.50

Rates for pressures beyond 74 PSI will be determined on a per job basis.

Benefit rates shall be as required in the Principal Agreements.

The maximum dues deduction shall be based on the Hyperbaric Worker Rate.

2. Working Conditions

The Employer shall establish and maintain a change house within reasonable distance from any pressurized work area which shall include showers, toilet facilities lockers and heating and drying facilities in accordance with the size of the crews.

In addition to the items listed in the Principal Agreement, the Employer shall furnish all goggles, shockproof gloves and other protective clothing. Waterproof clothing, boots and rubber gloves shall be furnished by the employer for those workers working in wet environments.

Foreman and Medical Technicians shall receive an additional 10% per hour above the Hyperbaric Worker rate of pay. Foreman supervising crews using mixed gas will receive an additional \$5.00/hr Premium. Hyperbaric Supervisors in charge of the intervention shall receive an additional 10% per hour above the Foreman.

Only competent and qualified journey level workers shall operate air locks. Outside lock tenders and gauge tenders not working under pressure shall be paid at the Crew Tender Pay rate.

No employee shall work more than one shift at straight time in any 24 hour period, although when required to return for additional decompression in the medical decompression chamber, the time spent in medical decompression shall be

paid at the straight time Hyperbaric Worker rate.

Medical examinations will be performed prior to and immediately following exposure to compressed air environments. These examinations shall be provided by the employer at no cost to the employee and time for such examinations shall be paid at the appropriate Crew Tender rate of pay.

When it has been determined by the medical facility that an employee cannot return to work because of complications resulting from working in a pressurized environment, they shall be allowed as many shifts off without penalty as required to allow the complications to heal. The employee will not be paid for the lost shifts unless required by Federal, State or Local law.

Overtime pay shall be as specified in the Oregon / SW Washington Area Principal Agreement and shall be computed based on the classification of work being done during the overtime hours.

ARTICLE 36

GUARANTEE OF AUTHORITY

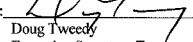
Section 36.1 The individuals signing this Agreement in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties and organizations their signatures purport to represent.

IN WITNESS WHEREOF, this Agreement, including Schedules “A”, “B”, “C” and other attachments hereto, has been executed by the parties hereto on this fifteenth day of July, 2016.

The following persons from the Union identity – Pacific Northwest Regional Council of Carpenters are duly authorized to sign not for themselves but for and on behalf of the Local Unions and Regional Council as listed on Schedule “C” herein.

FOR THE UNION:

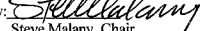
**PACIFIC NORTHWEST
REGIONAL COUNCIL OF
CARPENTERS**

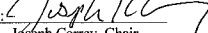
By: 
Doug Tweedy
Executive Secretary-Treasurer

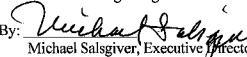
By: 
Ron Robbins
OR/SW WA Contract Administrator

FOR THE ASSOCIATION:

**OREGON-COLUMBIA CHAPTER,
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA, INC**

By: 
Steve Malany, Chair
Carpenters Negotiating Committee

By: 
Joseph Correy, Chair
Collective Bargaining Committee

By: 
Michael Salsgiver, Executive Director

OREGON & SW WASHINGTON SCHEDULE "A"
Carpenter (Groups 1 & 2)

Counties covered by this agreement: Entire State of Oregon and for Washington State: Cowlitz, Clark, Skamania, Klickitat, Wahkiakum and 1/2 Pacific

EFFECTIVE: July 15, 2016 – May 31, 2017

	TAXABLE		4% Dues		Vacation		FOREMAN		4% Dues		Vacation	
	WAGE		Deduction		Deduction		WAGE		Deduction		Deduction	
Carpenter												
Group 1	\$35.67		\$1.43		\$1.50		**Foreman B	\$38.52	\$1.43		\$1.50	
*Group 2	\$35.82		\$1.43		\$1.50		***Foreman A	\$39.24	\$1.43		\$1.50	
Carpenter Helper	\$22.47		\$0.90		\$1.50							
FRINGE BENEFITS:												
Health & Security.....												\$7.69
Retirement.....												\$7.11
Apprenticeship Fund.....												<u>\$0.87</u>
Total												\$15.67

APPRENTICE WAGES

Carpenters

		Wages	Dues	Vacation
1st Period	50%	\$17.84	\$0.71	\$1.50
2nd Period	58%	\$20.69	\$0.83	\$1.50
3rd Period	64%	\$22.83	\$0.91	\$1.50
4th Period	70%	\$24.97	\$1.00	\$1.50
5th Period	76%	\$27.11	\$1.08	\$1.50
6th Period	82%	\$29.25	\$1.17	\$1.50
7th Period	88%	\$31.39	\$1.26	\$1.50
8th Period	94%	\$33.53	\$1.34	\$1.50

*For Groups refer to Classification, following Article 29.

Foreman B rates equals 8% over wage *Foreman A (qualified Foremen who have completed specified training) rates equals 10% over wage

*AGC Welder Premium is \$1.75 per hour over their group's journey wage rate. Minimum 8 hours per day.

*GCCA Welder Premium is 5% per hour over their group's journeyman wage rate. Minimum of 8 hours per day.

Note: 1) Overtime is paid on Taxable Wage (Taxable Wage X Overtime Rate) then the taxable deductions (Dues and Vacation) are deducted.

2) Training Contributions are based on 1.7% of the Group 1 Journeyman Carpenter gross wage (Taxable + Fringe).

3) Fringe Benefits are to be paid on all hours worked (with the exception of Pension for 1st and 2nd term Apprentices – Article 27) in addition to the taxable wage rate.

4) Apprentices in the 1st & 2nd terms, when working on any State or Federal Prevailing Wage Projects, shall have an additional amount equal to Journeyman Pension Contribution (notwithstanding the provisions of Article 27, Special Notes, Paragraph 1 of the Master Labor Agreement) paid directly to the Apprentice, as an addition to their wage.

Carpenter Helper: No H&W contribution for the first 250 hours of employment & no pension contribution required for the first 500 hours of employment.

Contractors signatory to AGC Agreements must CAF @ \$0.05

Contractors signatory to GCCA Agreements must be \$0.02 to CMF

Drug Free Workplace @ \$0.13 per hour as per Article 7.5

OREGON & SW WASHINGTON SCHEDULE "A"
Millwright (Groups 3 & 4)

Counties covered by this agreement: Entire State of Oregon and for Washington State: Cowlitz, Clark, Skamania, Klickitat, Wahkiakum and 1/2 Pacific

EFFECTIVE: July 15, 2016 – May 31, 2017

	TAXABLE		4% Dues		Vacation		FOREMAN		4% Dues		Vacation	
	WAGE	Deduction	Deduction	Deduction	Deduction	Deduction	WAGE	Deduction	Deduction	Deduction	Deduction	Deduction
Millwright												
Group 3	\$36.18	\$1.45		\$1.50	**Foreman B	\$39.07	\$1.45		\$1.50			
Group 4	\$36.37	\$1.45		\$1.50	***Foreman A	\$39.80	\$1.45		\$1.50			
FRINGE BENEFITS:												
Health & Security.....												\$7.69
Retirement.....												\$7.11
Apprenticeship Fund.....												<u>\$0.87</u>
Total												\$15.67

APPRENTICE WAGES

Millwright

		Wages	Dues	Vacation
1st Period	50%	\$18.09	\$0.72	\$1.50
2nd Period	58%	\$20.98	\$0.84	\$1.50
3rd Period	64%	\$23.16	\$0.93	\$1.50
4th Period	70%	\$25.33	\$1.01	\$1.50
5th Period	76%	\$27.50	\$1.10	\$1.50
6th Period	82%	\$29.67	\$1.19	\$1.50
7th Period	88%	\$31.84	\$1.27	\$1.50
8th Period	94%	\$34.01	\$1.36	\$1.50

*For Groups refer to Classification, following Article 29.

Foreman B rates equals 8% over wage *Foreman A (qualified Foremen who have completed specified training) rates equals 10% over wage

*AGC Welder Premium is \$1.75 per hour over their group's journey wage rate. Minimum 8 hours per day.

*GCCA Welder Premium is 5% per hour over their group's journeyman wage rate. Minimum of 8 hours per day.

Note: 1) Overtime is paid on Taxable Wage (Taxable Wage X Overtime Rate) then the taxable deductions (Dues and Vacation) are deducted.

2) Training Contributions are based on 1.7% of the Group I Journeyman Carpenter gross wage (Taxable + Fringe).

3) Fringe Benefits are to be paid on all hours worked (with the exception of Pension for 1st and 2nd term Apprentices – Article 27) in addition to the taxable wage rate.

4) Apprentices in the 1st & 2nd terms, when working on any State or Federal Prevailing Wage Projects, shall have an additional amount equal to Journeyman Pension Contribution (notwithstanding the provisions of Article 27, Special Notes, Paragraph 1 of the Master Labor Agreement) paid directly to the Apprentice, as an addition to their wage.

Contractors signatory to AGC Agreements must CAF @ \$0.05

Contractors signatory to GCCA Agreements must be \$0.02 to CMF

Drug Free Workplace @ \$0.13 per hour as per Article 7.5

OREGON & SW WASHINGTON SCHEDULE "A"
Bridge & Highway and Piledriver (Groups 5 & 6)

Counties covered by this agreement: Entire State of Oregon and for Washington State: Cowlitz, Clark, Skamania, Klickitat, Wahkiakum and 1/2 Pacific (And Lewis County for Piledrivers only.)

EFFECTIVE: July 15, 2016 – May 31, 2017

	TAXABLE	4% Dues	Vacation	FOREMAN	4% Dues	Vacation
	WAGE	Deduction	Deduction	WAGE	Deduction	Deduction
Bridge & Highway						
Group 5	\$36.18	\$1.45	\$1.50	\$39.07	\$1.45	\$1.50
				***Foreman B		
				***Foreman A		
Piledriver						
Group 6	\$36.71	\$1.47	\$1.50	\$39.65	\$1.47	\$1.50
Diver	\$85.26	\$1.47	\$1.50	\$340.38	\$1.47	\$1.50
Tender	\$41.26	\$1.47	\$1.50			

FRINGE BENEFITS:

Health & Security.....	\$7.69
Retirement.....	\$7.11
Apprenticeship Fund.....	<u>\$0.87</u>
Total	\$15.67

APPRENTICE WAGES**Bridge & Highway**

		Wages	Dues	Vacation
1st Period	60%	\$21.71	\$0.87	\$1.50
2nd Period	73%	\$26.41	\$1.06	\$1.50
3rd Period	75%	\$27.14	\$1.09	\$1.50
4th Period	80%	\$28.94	\$1.16	\$1.50
5th Period	83%	\$30.03	\$1.20	\$1.50
6th Period	85%	\$30.75	\$1.23	\$1.50
7th Period	90%	\$32.56	\$1.30	\$1.50
8th Period	95%	\$34.37	\$1.37	\$1.50

APPRENTICE WAGES**Piledrivers**

		Wages	Dues	Vacation
1st Period	60%	\$22.03	\$0.88	\$1.50
2nd Period	73%	\$26.80	\$1.07	\$1.50
3rd Period	75%	\$27.53	\$1.10	\$1.50
4th Period	80%	\$29.37	\$1.17	\$1.50
5th Period	83%	\$30.47	\$1.22	\$1.50
6th Period	85%	\$31.20	\$1.25	\$1.50
7th Period	90%	\$33.04	\$1.32	\$1.50
8th Period	95%	\$34.87	\$1.39	\$1.50

*For Groups refer to Classification, following Article 29.

Foreman B rates equals 8% over wage *Foreman A (qualified Foremen who have completed specified training) rates equals 10% over wage

*AGC Welder Premium is \$1.75 per hour over their group's journey wage rate. Minimum 8 hours per day.

*GCCA Welder Premium is 5% per hour over their group's journeyman wage rate. Minimum of 8 hours per day.

Note: 1) Overtime is paid on Taxable Wage (Taxable Wage X Overtime Rate) then the taxable deductions (Dues and Vacation) are deducted.

2) Training Contributions are based on 1.7% of the Group I Journeyman Carpenter gross wage (Taxable + Fringe).

3) Fringe Benefits are to be paid on all hours worked (with the exception of Pension for 1st and 2nd term Apprentices – Article 27) in addition to the taxable wage rate.

4) Apprentices in the 1st & 2nd terms, when working on any State or Federal Prevailing Wage Projects, shall have an additional amount equal to Journeyman Pension Contribution (notwithstanding the provisions of Article 27, Special Notes, Paragraph 1 of the Master Labor Agreement) paid directly to the Apprentice, as an addition to their wage.

Contractors signatory to AGC Agreements must CAF @ \$0.05

Contractors signatory to GCCA Agreements must be \$0.02 to CMF

Drug Free Workplace @ \$0.13 per hour as per Article 7.5

**OREGON-COLUMBIA CHAPTER
ASSOCIATED GENERAL CONTRACTORS**

CARPENTERS SCHEDULE "B"

August 1, 2016

Company	City	State	Telephone
AC Schommer & Sons Inc	Portland	OR	503-287-4646
Advanced American Construction	Portland	OR	503-445-9000
Art Cortez Construction	Beaverton	OR	503-841-5732
Carter & Company Inc	Salem	OR	503-371-4582
Ceco Concrete Construction LLC	Kent	WA	253-852-2400
DeWitt Construction Inc	Vancouver	WA	503-257-8808
JE Dunn Construction Co	Portland	OR	503-978-0800
Emerick Construction Co	Portland	OR	503-777-5531
Gibson Door & Millwork Inc	Portland	OR	503-788-8080
JS Perrott and Company	Portland	OR	503-234-1880
MB Structures LLC	Portland	OR	503-688-1000
Marion Construction Co	Salem	OR	503-581-1920
Max J Kuney Co	Spokane	WA	509-535-0651
McClone Construction Co	Maple Valley	WA	425-413-1440
McKenzie Commercial Contractors Inc	Eugene	OR	541-343-7143
Mortenson Construction	Bellevue	WA	425-895-9000
P & C Construction Company	Portland	OR	503-665-0165
Perlo Structures LLC	Portland	OR	503-624-2090
RDF Builders LLC	Portland	OR	503-222-4375
Reimers & Jolivette Inc	Portland	OR	503-228-7691
Robertson Hay & Wallace	Portland	OR	503-234-6497
S & B James Construction	White City	OR	541-826-5668
Stacy & Witbeck Inc	Portland	OR	503-231-5300
Star Construction Services LLC	North Plains	OR	503-807-8211
T Gerding Construction Co	Corvallis	OR	541-753-2012
Triad Mechanical Inc	Portland	OR	503-289-9000
Ward Henshaw Construction Co	Canby	OR	503-266-1986
West Coast Contractors	Coos Bay	OR	541-267-7689
Whitaker Ellis Builders Inc	Portland	OR	503-768-3017

SCHEDULE C
UNION SIGNATORIES TO THE 2016 - 2019
MASTER LABOR AGREEMENT

Pacific Northwest Regional Council of Carpenters
1636 E. Burnside • Portland, OR 97214
(503) 261-1862

Pacific Northwest Regional Council of Carpenters
CENTRAL DISPATCH
25120 Pacific Hwy South Suite 200 • Kent WA 98032
(253) 945-8830 / (800) 953-6444

CARPENTERS Local Union No. 1503
276 Warner-Milne Rd • Oregon City OR 97045
(503) 656-7716 / (888) 819-5473

MILLWRIGHTS Local Union No. 96
515 N Neel St • Kennewick WA 99336
(509) 737-9339 / (855) 333-9339

PILEDRIVERS, BRIDGE, DOCK & WHARF BUILDERS
Local Union No. 196
4695 Pacific Hwy E • Fife WA 98424
(253) 896-2549

CARPENTERS Local Union No. 271
2101 W 10th Ave, Suite B • Eugene, OR 97402
(541) 687-6755 / (541) 687-4667

OREGON-WASHINGTON CARPENTERS
EMPLOYERS BENEFIT FUND
William C. Earhart Company, Inc.
3140 NE Broadway • Portland, OR 97232
(503) 282-5581 / (800) 547-1314 / (503) 284-9386 fax

SEPARATION SLIP

Project name: _____ Project number: _____

Employee name: _____ SSN: _____

Last Day worked: _____ Hours worked that day: _____

Eligible for re-hire? Yes No

List Journeyman Skill Advancement courses recommended: (see training catalogue for courses, or list skill areas)

Company: _____ Date: _____

By: _____

Title: _____

Address: _____

Please fax or mail completed form to the PNWRCC office located at 1636 E Burnside Street Portland, Oregon 97214, Fax 503-261-0893.

ADDENDUM TO MASTER LABOR AGREEMENTS

Field Engineer Internship / Superintendent Management Training Program

The undersigned parties listed below hereby agree to modify the terms and conditions in the Carpenters Master Labor Agreements dated July 15, 2016, which was negotiated with the Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, to cover the period of time between July 15, 2016 and May 31, 2019.

In an effort to address an industry need for professional construction managers that have management experience in job site coordinator, and a basic working knowledge of the carpenter trade, the following programs have been developed. We agree to the following:

Field Engineer Internship

- College students entering their second year (or above) or school will be eligible to apply for the Field Engineer Internship Program.
- Field Engineer Interns generally will spend less than forty (40) hours weekly performing work deemed to fall under Carpenter jurisdiction.
- The Field Engineer Intern will be paid a salary at no less than First-term Apprentice rate for the applicable agreement to which contractor is signatory.
- Field Engineer Interns will be taken in by the Local Union as an Applicant, and will be required to pay three (3) months dues totaling ninety dollars (\$90.00).
- Proper apprentice ratios are to be maintained. Field Engineer Interns do not count as Apprentices.

- Participating contractors are required to make only hourly Vacation contributions at the rate of the appropriate bargaining agreement to the Oregon Washington Carpenters Vacation Trust on behalf of the Intern.
- Participating contractors will notify the Union of the names of Field Engineer Interns and the job sites the Field Engineer Intern is placed on.

Superintendent Management Training Programs

- UBC Carpenters covered under the current bargaining agreement will be afforded every opportunity to develop management skills.
- The Superintendent Management Training Programs will address the specific skill blocks needed to effectively manage a construction project.
- The Superintendent Management Training Programs will be jointly developed by both the contractors and the Union.

Dated this 15th day of July, 2016.

For the Union:

For the Association:

Ron Robbins

Steve Malany

OR SW WA Contract
Administrator,
Pacific Northwest
Regional Council of
Carpenters

Collective Bargaining Chair,
Oregon Columbia Chapter
The Associated General
Contractors of America, Inc

sek/opeiu8aflcio/9.2016