

# AGC of Washington Negotiations

4-26-2018

## Tentative Agreement

### 1. Modify to reflect a 3-year Agreement Tentative Agreement 4-26-2018

---

**SECTION 1.** This successive principal Agreement shall be effective commencing June 1, 2018 and shall continue in force and effect through May 31, 2021. Upon its expiration, this agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal; unless changed, terminated or superseded by a successive principal agreement. For the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60) days nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is in no way intended by the parties as a termination of, nor shall it in any way be construed as a termination of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided. The parties reserve the right to economic recourse in negotiations, except during the interval between the giving of "Notice of Opening" and the expiration date.

### 2. Modification to Article 9 Section 1 (E),2 (A) Tentative Agreement 4-16-2018

---

#### ARTICLE 9 PAY DAY

##### SECTION 1. PROCEDURES

E. Penalty: If the payment is not made expressly as provided herein, then the employee shall be paid two (2) hours pay at the appropriate hourly wage rate for each twenty-four (24) hour period thereafter until payment is made. In the case of payment by mail, the postmark on the envelope will serve as the cutoff for any penalty. Said check shall be mailed to an address of the employee's choice. In the case of direct deposit to employee's bank account, the employer's bank statement Electronic Fund Transfer (EFT) effective date will serve as the cutoff for any penalty.

F. Non-Sufficient Funds: In the event an employee receives a non-sufficient funds (NSF) check, the payment shall be by money order or certified check. In addition, any documented bank fees or charges incurred by the employee as a result of receiving a NSF check payment, will be reimbursed to the affected employee. If requested, a letter of explanation will be sent to the employee's bank and any creditors that may have been affected. If an employee receives a NSF check for the second time in any four (4) week periods, the make-up check and all subsequent payments shall be by money order or certified check.

G. If an employee is laid-off outside normal office hours, payment shall be made within twenty-four (24) hours (Saturdays, Sundays and Holidays excepted). Payment, by employee's choice, shall be made through the Union Hall or by regular mail.

##### SECTION 2. MID-PAY PERIOD EMPLOYMENT SEPARATION

A. Layoff When employees are laid off during normal office hours, they shall be paid in full immediately or if paid by direct deposit in an employee's bank account the EFT transfer shall be initiated within a 24 hour period from the day of layoff or if this 24 hour period pay day falls on a Saturday, Sunday, or banking holiday, the employee's funds will be deposited immediately on the very next banking business work day after the layoff date. In the event that the employee is not paid as expressly provided herein, he/she shall receive a penalty as defined in Section 1 (E) of this Article.

Upon layoff, employees will be provided fifteen (15) minutes to pick up, and transport to vehicle, tools and personal items. Failure by the Employer to provide fifteen (15) minutes will result in overtime conditions for the time necessary beyond the end of the shift.

B. Discharge for Cause or Quit: Employees who are discharged for cause or quit shall be paid not later than the next regular pay period.

**3. Modification to Appendix 1, Schedule "A" Tentative Agreement 4-26-2018**

---

**Welders Certification**

Certified Welder- + 2.5% per hour of the journeymen wage while performing welds required by the plans or specifications to be certified.

**4. Modification to Schedule B, Section 2 Tentative Agreement 4-26-2018**

---

**SECTION 2. Retirement**

(a) Carpenters Retirement Plan of Western Washington. All Employers covered by this Agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man hour of Carpenters, including supervisory employees when covered by this Agreement in work contained in the terms of this Agreement, for the benefit of employed or retired Carpenters who are working under or have retired under the Carpenters Retirement Plan of Western Washington. Contributions shall be made to the Carpenters Retirement Trust of Western Washington in the manner as set forth in the Trust Agreement of said Trust. The details of the Carpenters Retirement Plan of Western Washington established by the Trust Fund and the Trust shall continue to be controlled and administered by Joint Boards of Trustees composed of equal representation of labor and management who are signators to the Trust Agreement of the aforesaid Trust Fund.

(b) Amended Carpenters of Western Washington Individual Account Pension Plan.

(1) Employer Contributions. All Employers covered by this Agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man hour of Carpenters, including supervisory employees when covered by this Agreement in work contained in the terms of this Agreement, for the benefit of employed Carpenters who are working under the Amended Carpenters of Western Washington Individual Account Pension Plan. Contributions shall be made to the Amended Carpenters of Western Washington Individual Account Pension Trust in the manner as set forth in the Trust Agreement of said Trust. The details of the Amended Carpenters of Western Washington Individual Account Pension Plan established by the Trust Fund and the Trust shall continue to be controlled and administered by Joint Boards of Trustees composed of equal representation of labor and management who are signators to the Trust Agreements of the aforesaid Trust Funds.

(2) Elective Contributions. An employee covered by this Agreement may elect to request that an Employer make elective deferral contributions to the Carpenters of Western Washington Individual Account Pension Plan through a prospective reduction in such employee's wages. Such elective deferral contributions shall be fully vested at all times.

Applications for elective deferral contributions shall be submitted to the Trust Fund in accordance with administrative procedures and election periods that are consistent with the Plan document and approved by the Trustees. Elective deferral contribution requests shall be in writing on a form approved by the Trust Fund. Upon notification by the Trust Fund to the Employer of an elective deferral contribution request, the Employer shall withhold the specified amounts from the employee's wages unless and until notified by the employee or Trust Fund of a change in the employee's election that was made pursuant to the Trust Fund's administrative procedures.

Notwithstanding an employee's election, all premium rates (foremen differentials, overtime, etc.) shall be calculated prior to the reduction for the employee's elective deferral contributions.

Notwithstanding any provision herein to the contrary, the contribution levels to the Plan provided herein shall not cause the Plan to be in violation of Section 415 of the Internal Revenue Code (and any other sections of the Code); if necessary, adjustments to the contribution rates shall be agreed to by the Union and contributing Employers to comply with the Code.

This subsection (b)(2) supersedes the Memorandum of Understanding between the parties that had an effective date of January 1, 2014.

(c) Trustees. For the Carpenters Retirement Trust of Western Washington and the Amended Carpenters of Western Washington Individual Account Pension Trust, it is agreed that each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member employers.

#### **Schedule A**

### **5. Modify SCHEDULE "C" ZONE PAY Tentative Agreement 4-16-2018**

(a) When the only access roads to a job require employees to travel into a higher travel zone and back to the zone in which the job is located, then the employees shall be paid the zone pay differential provided for the higher zone. A mileage measurement will start at the entrance to the respective city hall and end where employees are required to report to work.

(a) **San Juan County**. Work in San Juan County (~~except Lopez Island~~) shall be considered as a subsistence zone. Employees will be paid ~~seventy-five dollars (\$75.00)~~ **one hundred dollars (\$100.00)** per workday subsistence, unless room and board is furnished by the Employer.

(b) Pile Drivers who reside in the Aberdeen, Bellingham, Mount Vernon, Olympia, Port Angeles, Wenatchee, or Yakima areas, shall have their zone pay differential measured from their respective city hall center, whenever that distance to the job site is less than the distance from the job site to the closest dispatch city hall center (Seattle, Tacoma or Everett).

### **6. NEW APPENDIX 2 ARTICLE 1 Tentative Agreement 4-16-2018**

#### **SECTION 11. Travel to Jobsite in employer provided vehicle**

(a) When the employer requires an employee to show up at the employer's premises or at a prescribed workplace, time spent driving or riding as a passenger in a company-provided vehicle from the employer's place of business to the job site, and job site to job site is considered hours worked.

(b) Time spent riding in a company-provided vehicle from the employer's place of business to the job site is not considered hours worked when an employee voluntarily reports to the employer's location merely to obtain a ride as a passenger for the employee's convenience, is not on duty, and is not required or directed to perform work, such as loading or unloading any equipment, materials, gear, etc.

(c) Time spent driving a company-provided vehicle during an employee's ordinary travel, when the employee is not on duty and performs no work while driving between home and the first or last job site of the day, is not considered hours worked.

### **7. Housekeeping**

Integration of the final tentative agreement into the document and minor housekeeping shall be performed by the chairpersons or their designee.

### 3-Year Agreement 2018-2021

\$7.14      \$ Amount of Increase  
\$64.32      TOTAL Package  
  
12.49%      % of Increase

|               |                       |                         |                          |
|---------------|-----------------------|-------------------------|--------------------------|
| <b>Year 1</b> | <b>2018-2019</b>      | <b>Proposed Package</b> | <b>Proposed Increase</b> |
| <b>4.00%</b>  | Wage                  | <b>\$43.93</b>          | <b>\$2.01</b>            |
|               | Health and Welfare    | <b>\$7.86</b>           | <b>\$0.00</b>            |
|               | Pension               | <b>\$6.85</b>           | <b>\$0.25</b>            |
|               | 401(k) Subaccount     | <b>\$0.00</b>           | <b>\$0.00</b>            |
|               | Apprenticeship (1.4%) | <b>\$0.83</b>           | <b>\$0.03</b>            |
|               | <b>Total Package</b>  | <b>\$59.47</b>          | <b>\$2.29</b>            |

|               |                       |                         |                          |
|---------------|-----------------------|-------------------------|--------------------------|
| <b>Year 2</b> | <b>2019-2020</b>      | <b>Proposed Package</b> | <b>Proposed Increase</b> |
| <b>4.00%</b>  | Wage                  | <b>\$45.43</b>          | <b>\$1.50</b>            |
|               | Health and Welfare    | <b>\$7.96</b>           | <b>\$0.10</b>            |
|               | Pension               | <b>\$7.35</b>           | <b>\$0.50</b>            |
|               | 401(k) Subaccount     | <b>\$0.25</b>           | <b>\$0.25</b>            |
|               | Apprenticeship (1.4%) | <b>\$0.87</b>           | <b>\$0.03</b>            |
|               | <b>Total Package</b>  | <b>\$61.85</b>          | <b>\$2.38</b>            |

|               |                       |                         |                          |
|---------------|-----------------------|-------------------------|--------------------------|
| <b>Year 3</b> | <b>2020-2021</b>      | <b>Proposed Package</b> | <b>Proposed Increase</b> |
| <b>4.00%</b>  | Wage                  | <b>\$47.27</b>          | <b>\$1.84</b>            |
|               | Health and Welfare    | <b>\$8.06</b>           | <b>\$0.10</b>            |
|               | Pension               | <b>\$7.60</b>           | <b>\$0.25</b>            |
|               | 401(k) Subaccount     | <b>\$0.50</b>           | <b>\$0.25</b>            |
|               | Apprenticeship (1.4%) | <b>\$0.90</b>           | <b>\$0.03</b>            |
|               | <b>Total Package</b>  | <b>\$64.32</b>          | <b>\$2.47</b>            |

## 9. Divers Addendum Tentative Agreement 4-16-2018

---

### SECTION 2: 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.

#### Basis of Pay

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

~~The June 1, 2014~~ hourly pay rate for the Hyperbaric Worker classification working at pressures up to 30.00 PSI in each geographic area shall be equal to the Pile Driver rate contained in the geographically applicable Principal Agreement + 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.

#### 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 Personal Protective Equipment (PPE). ~~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 Western Washington Area Principal Agreement and shall be computed based on the classification of work being done during the overtime hours.

#### SATURATION HYPERBARIC TUNNEL WORK

(a) Consists of Hyperbaric Worker 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) Hyperbaric Worker to complete a work task that prohibits short duration Hyperbaric Work with a minimum crew of sixteen (16) men/women, plus additional personnel as required.

(b) On saturation work, where more than two (2) Hyperbaric Worker are required to be saturated (Work is required around the clock) the minimum crew will be a total of twenty-three (23) men/women.

#### Crew Size Concerning Bounce and/or Saturation Hyperbaric Worker:

Saturation Crew Breakdown for one bell run per day:

1 - Hyperbaric Superintendent

1 - Hyperbaric Supervisor

3 - Technicians (Saturation Tech)

4 - Manifold Operators (L.S.T. Life Support Technician)

4 - Crew Tender

1 - Medic

2 - Saturation Hyperbaric Worker

Saturation Crew Breakdown for two bell runs per day:

1 - Hyperbaric Superintendent

2 - Hyperbaric Supervisor

4 - Technicians (Saturation Tech)

4 - Manifold Operators (L.S.T. Life Support Technician)

6 - Crew Tender

2 - Medic

#### 4 - Saturation Hyperbaric Worker

In the event that any of the Saturation HYPERBARIC crew is on paid 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 contractor will hire a person on a temporary basis to replace them.

#### Wages (Daily Rate) Hours and Overtime for Pressurized Saturation Hyperbaric Worker

1. Saturation Hyperbaric Work: Saturation Hyperbaric worker will be paid the Hyperbaric worker rate until saturation starts. Once under pressure, the rate will be 24 times (24 X Rate = Day Rate) the straight time Hyperbaric Worker pay at applicable depth rate. The pay remains the same for either on work or off work days under pressure. This rate constitutes payment for the entire 24-hour period measured from midnight to midnight. ( Monday through Friday)

2. Hyperbaric Superintendent: Hyperbaric Superintendent shall receive Hyperbaric worker rate at the depth plus five dollars (\$5.00)

3. Hyperbaric Supervisor: Hyperbaric Supervisor shall receive Hyperbaric worker plus one dollar fifty cents (\$1.50) per hour.

4. Emergency Medical Technician or Diver Medial Technician (EMT or DMT): EMT's or DMT'S when performing as a member of the dive team as crew tender or technician will receive their applicable rate plus one dollar (\$1.00) per hr.

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

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

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

8. Stand-By pay: Crews/Teams are to receive a minimum of Eight (8) hours Stand-By pay per day.

9. Weekend and Holiday Overtime: All work on Saturday will be paid at time and one-half (1 ½ x) the regular hourly wage rate. All hours worked on Sunday and holidays will be paid at double (2x) the wage rate.

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

11. Saturation Crew: Overtime for workers under saturation begins Friday at midnight and ends at midnight on Sunday.

a. All Holidays, or days celebrated as listed in the area Master Labor Agreement shall be paid at double the straight-time rate.

b. On Saturdays employees under pressure shall be paid 24 hours of time and one half or actual hours worked (under pressure) if less than 24 in a given day Overtime = 1 ½ X straight time

c. On Sundays employees under pressure shall be paid 24 hours of double the straight time rate or actual hours worked (under pressure) if less than 24 in a given day Double Time 2 X straight time