

# **2018 - 2021 AGREEMENT**

*between*

**ASSOCIATED GENERAL CONTRACTORS  
OF WASHINGTON**

*and*

**CARPENTERS  
PILE DRIVERS  
MILLWRIGHTS**

*of the*

**PACIFIC NORTHWEST  
REGIONAL COUNCIL OF  
CARPENTERS**

**UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA**

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## **PREAMBLE**

This Agreement is a successive principal Agreement of the 2015-2018 Agreement, and all other prior Agreements thereto by and between the Associated General Contractors of Washington, a Chapter of the Associated General Contractors of America, Inc. and Pacific Northwest Regional Council of Carpenters.

For purposes of this Agreement, the AGC of Washington is not acting as a multi-employer bargaining agent in a single multi-employer unit but is acting for and on behalf of Employers who have individually requested the AGC of Washington to act as their individual and separate bargaining agent in individual Employer units. Further, each individual principal member reserves the right to review and accept or reject any proposed Agreement negotiated between the Union and the AGC of Washington acting as an agent for the individual contractor members.

This is a Collective Bargaining Agreement between certain individual members of the Associated General Contractors of Washington, a Chapter of the Associated General Contractors of America, Inc. (hereinafter referred to as the “Employer”), and Pacific Northwest Regional Council of Carpenters, (hereinafter referred to as the “Union”), and shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the territory of Western and Central Washington.

# **ARTICLE 1**

## **PURPOSES OF AGREEMENT**

SECTION 1. The purposes of this Agreement are to promote the settlement of labor disagreement by conference, to prevent strikes and lockouts and to stabilize wages and working conditions in building, heavy highway construction and engineering work in the area affected.

SECTION 2. Bylaws of either party are not part of this Agreement. It is agreed and understood between the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto. No agent or representative of either party has authority to make any promise, inducement or agreement contrary to the provisions herein.

SECTION 3. The Pacific Northwest Regional Council of Carpenters has asserted, and presented evidence or offered to present evidence, that a majority of the Employer's employees performing work within the scope of the carpentry trade has designated the Regional Council to represent them in collective bargaining. Predicated on that showing of majority support and the Regional Council's request for recognition as majority representative, the employer hereby recognizes the Regional Council as NLRA Section 9(a) collective bargaining representative for all employees performing work within the carpentry trade

within the geographical jurisdiction of the Regional Council of Carpenters on all present and future job sites, which the parties agree is a unit appropriate for bargaining under Section 9(a) of the National Labor Relations Board.

SECTION 4. The Union recognizes the AGC of Washington as the exclusive individual bargaining agent for each Employer who has authorized the AGC of Washington to negotiate individually with the Union on its behalf.

## **ARTICLE 2 WORK AFFECTED**

SECTION 1. This Agreement shall cover all Highway, Building, Heavy Construction and Engineering projects including the loading and unloading of barges or other carriers of the Employer's materials and equipment at loading facilities for the contractor's work performed by Employer parties to this Agreement in the counties outlined in Article 3.

SECTION 2. For clarification, heavy, highway and engineering projects are defined as follows: Construction of railroads, street railways, roads, highways, streets, alleys, sidewalks, curbs and gutters, paving (Portland cement or asphaltic concrete), airports, bridges, overpasses, sewers, water mains, sanitation projects, irrigation projects, flood control

projects, reclamation projects, reservoirs, dams, dikes, levees, revetments, channels, aqueducts, channel cutoffs, jetties, breakwaters, harbor developments, docks, dry docks, piers, abutments, retaining walls, transmission lines, duct lines, subways, shafts, tunnels, excavation of earth and rock, power generating projects, reinforced earthwork, and all other heavy construction and engineering operations in connection therewith, and all site clearing, demolition work, pipeline and refinery work when covered by this Agreement.

SECTION 3. For further clarification, the term "Building" shall mean a building structure, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, and comfort.

### **ARTICLE 3**

#### **WORK AND TERRITORY AFFECTED**

SECTION 1. This Agreement shall cover all construction work in the following counties west of the 120th Meridian in the State of Washington: Whatcom, Skagit, Snohomish, King, Pierce, Thurston, Lewis, Grays Harbor, Kitsap, Island, San Juan, Clallam, Jefferson, Mason, Yakima, Kittitas, Chelan, Douglas, and Okanogan, and that portion of Pacific County north of a straight line made by extending the north boundary line of Wahkiakum county west to the Pacific Ocean.



SECTION 2. Attached hereto and made a part of this Agreement is Appendix 3 which contains any differences in wages, travel or working conditions for the Central Washington area. (*See page 66.*)

SECTION 3. The work covered by this Agreement shall be as outlined in the General Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America and local awards and area practice.

#### **ARTICLE 4**

#### **EFFECTIVE DATE AND DURATION**

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.

SECTION 2. Except by mutual written agreement, termination of this Agreement or any annual contract effectuated through automatic renewal, must to the exclusion of all other methods, be perfected by giving written "Notice of Termination" not later than sixty (60) nor more than ninety (90) days prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates automatic renewal.

SECTION 3. Any "Notice of Opening" or "Notice of Termination" given in hand within sixty (60) days nor more than ninety (90) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

## **ARTICLE 5**

### **UNION RECOGNITION AND HIRING PROCEDURES**

SECTION 1. The Pacific Northwest Regional Council of Carpenters has asserted, and presented evidence or offered to present evidence, that a major-

ity of the Employer's employees performing work within the scope of the carpentry trade has designated the Regional Council to represent them in collective bargaining. Predicated on that showing of majority support and the Regional Council's request for recognition as majority representative, the employer hereby recognizes the Regional Council as NLRA Section 9(a) collective bargaining representative for all employees performing work within the carpentry trade within the geographical jurisdiction of the Regional Council of Carpenters on all present and future job sites, which the parties agree is a unit appropriate for bargaining under Section 9(a) of the National Labor Relations Board.

SECTION 2. The employees shall become and remain members of the Union as a condition of employment from the seventh (7th) but not later than the eighth (8th) day of employment, or the effective date of this Agreement, whichever is later.

SECTION 3. It is further agreed that all Union Carpenters employed by the Employer shall maintain their membership with current month's dues paid in their Local Union.

SECTION 4. Failure of any employee to pay or tender normal initiation fees or dues as required by this Agreement shall upon the request of the Union in writing, result in the termination of such employee.

**SECTION 5. Labor and Management Committee.** A Labor and Management Committee shall be established to meet quarterly to discuss issues from the contract and issues that will improve and better the industry.

**SECTION 6.** Whenever the Employer requires Carpenters covered by this Agreement on any job, the Employer shall first request referral of such Carpenters from the Central Dispatch office. The Employer will notify the Union either by telephone or in writing, confirmed utilizing the standard Dispatch Request Form by email, fax or online, stating the job location, the existence of any job specific wage rates or conditions, and the number of Carpenters and their specific skills required. The Union shall refer Carpenters to the Employer by name with a dispatch slip, at the request of the Employer or his agent.

**SECTION 7. Out-of-Work List Requirements.**

(1) The term Carpenter covers all classifications in the Master Agreement. All Journeymen and Apprentices may sign the Out-of-Work List.

(2) The Employer may request Carpenters by name, without regard to their position on the Out-of-Work List. Dispatches will be given to Carpenters and State approved registered Apprentices on the Out-of-Work List in numerical order except when called by name or called on an open-call basis for a specific skill,

i.e., Millwright, Welder, Sheetrock Applicator, minority or female requirements. In those cases, the first person on the list that meets the requested criteria and is available will be dispatched.

(3) Qualified applicants, reporting to the job-site within twenty-four (24) hours after being ordered, must be put to work or paid the proper show-up time, unless the Union is notified of cancellation prior to referral. Employers have no responsibility to applicants reporting after a twenty-four (24) hour period, Saturday, Sunday and Holidays excluded.

(4) When an employee is referred to the job by the Union, such referral shall be on a non-discriminatory basis, not affected by membership or non-membership, past or present union activities, or age, sex, race, creed, color or national origin.

**SECTION 8. Unlawful Discrimination and Harassment.** The parties recognize and agree that the discrimination against and/or the harassment of an employee as defined by local, state and federal laws is adverse to the interest of both the Union and the Employer. The parties agree that such discrimination and/or harassment is strictly prohibited.

**SECTION 9.** Either party to this Agreement shall have the right to re-open negotiations pertaining to the Union Security by giving the other party thirty (30)

days written notice, when there is reason to believe that the laws pertaining thereto have been changed by congressional amendments, court decisions, or governmental regulations or decisions.

## **ARTICLE 6 SUBCONTRACTORS**

**SECTION 1.** If a contractor bound by this Agreement contracts or subcontracts any work covered by this Agreement to be done at the job site for the construction, alteration or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound to all the provisions of the Agreement for the duration of his/her project only, or such contractor shall maintain daily records of the subcontractors' employees' job site hours and be liable for payment of these employees' wages, travel, Health & Security, Retirement, Vacation & Apprenticeship and Training contributions (or differential) in accordance with this Agreement.

## **ARTICLE 7 HOLIDAYS**

**SECTION 1.** Holidays recognized by this Agreement shall be New Year's Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Thanksgiving Day, Friday and Saturday after Thanksgiving

Day, and Christmas Day. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. A holiday shall be a twenty-four (24) hour period, beginning with the regular starting time of the first shift on the date of the holiday, unless otherwise mutually agreed to by the Employers and the Union. No work shall be performed on Labor Day except to protect life and property or by mutual agreement of the Union and the Employer. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular workday.

## **ARTICLE 8**

### **MEAL, REST PERIODS & SICK LEAVE**

#### **SECTION 1.**

- A. Employees shall not be required to work more than five (5) hours from the start of the shift without at least a one-half ( $\frac{1}{2}$ ) hour unpaid break for a meal. This meal period shall not begin earlier than three and one-half ( $3\frac{1}{2}$ ) hours after the start of the shift. If employees are required to work past five hours, they shall be paid one-half ( $\frac{1}{2}$ ) hour at the applicable overtime rate and must be allowed time to eat their meal. If not allowed to eat their meal, employees will be paid an additional one (1) hour at the applicable overtime rate.

- B. Employees required to work more than two (2) hours after the end of the regular shift shall be allowed at least one-half ( $\frac{1}{2}$ ) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a meal by the Employer. If employees are not allowed to leave the job and no meal is provided during this second meal period, they shall be paid an additional one-half ( $\frac{1}{2}$ ) hour of overtime.
- C. In the event that the Employer establishes a ten (10) hour day, the meal period shall be at mid-shift. Employees' meal period may be staggered during the period of three and one-half ( $3\frac{1}{2}$ ) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

SECTION 2. For the purpose of this Article the applicable overtime rate following a delay/missed meal, as noted above, shall be as follows:

- In the event the rate of the day is time and a half ( $1\frac{1}{2}$ ), the applicable overtime rate will be two (2) times the straight time rate of pay.
- In the event the rate of the day is double time, the applicable overtime rate will be two and one half ( $2\frac{1}{2}$ ) times the straight time rate of pay.



### **SECTION 3. Rest Periods**

Employees shall be allowed a rest period of not less than ten (10) minutes, on the Employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period. The rest period may be taken at the work station when reasonable. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each four (4) hours worked, scheduled rest periods are not required. A rest period means to stop work duties, exertions, or activities for personal rest and rejuvenation.

It will be the responsibility of each employee to take rest periods. If an employee does not take a rest period, then the employee must notify his/her supervisor and a rest period will be provided.

### **SECTION 4. Paid Sick Leave**

**Sick Leave:** The parties to this Agreement hereby expressly waive the provisions of the City of Seattle Ordinance 123698, requiring paid sick leave, City of Tacoma Ordinance 28275 requiring paid leave, and/or any city, state or county ordinance, rule or regulation granting paid sick leave to the employees under the jurisdiction of this Agreement, assuming that said

ordinance, rule or regulation allows for such a waiver. Further, the parties will collaborate to prevent any further such provisions from being adopted by political entities within the jurisdiction of this Agreement.

## **ARTICLE 9 PAY DAY**

### **SECTION 1. PROCEDURES**

- A. **Schedule:** Employees shall be paid in full once each week (on the same day), but in no event shall more than five (5) days (Saturday, Sunday and Holidays excluded) wages be withheld. If the regular payday falls on a Holiday, the employees shall be paid on the last regular workday before the holiday.
- B. **Methods:** At the election of the Employer one of the following options of payment will be utilized:
1. By negotiable check made on local bank, paid at job site, or
  2. Direct deposit in employee's bank account, or
  3. By mail (at election of employee in writing).
- If paid by mail, check shall be postmarked not later than two (2) business days prior to the established payday.
- C. **Documentation:** The Employer shall furnish to each employee at the time of payment of

wages an itemized statement showing the pay basis (i.e., hours or days worked), rate or rates of pay, gross wages, and all deductions for that pay period. In addition, the name, address and phone number of the Employer shall be indicated.

- D. **Adjustments:** No adjustment of disputed pay will be made unless the worker or the Union shall make a claim in writing to the Employer's representative fifteen (15) days from the pay period in question.
- 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 shall 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 an 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 an 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 twenty-four (24) hour period from the day of layoff or if this twenty-four (24) hour period falls on a Saturday, Sunday or banking holiday, the employee's funds will be deposited immediately on the very next banking work day after the layoff date. In the event that the

employee is not paid immediately, 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.

## **ARTICLE 10 UNION REPRESENTATIVE**

**SECTION 1.** Authorized representatives of the Union shall have access to the projects provided they do not unduly interfere with the work of employees, and that they fully comply with the safety and security procedures established for the projects. On projects with restricted access, the Employer will cooperate with the Union officials in this regard as far as regulations permit.

## **ARTICLE 11**

### **SETTLEMENT OF DISPUTES/GRIEVANCES**

**SECTION 1.** In cases of violation, misunderstandings or differences in interpretation of this Agreement, there shall be no cessation or stoppage of work. Both parties pledge their immediate cooperation to eliminate the above mentioned possibilities, and the procedure in Section 2 is outlined for that purpose.

**SECTION 2.** In the event that a dispute arises on the job, the following procedure will be followed to address the dispute:

**Step One:** In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the representative of the Union involved and the Employer, the dispute shall promptly (not later than fifteen (15) working days), be referred to the authorized representative of the Union and the Employer or their authorized representative. Should they fail to affect a settlement, the matter shall proceed to Step Two.

**Step Two:** The dispute shall be referred to a Board of Conciliation within fifteen (15) working days or, at the option of either party this step may be waived and the matter will proceed to Step Three. This Board shall consist of two (2) persons who have no direct

involvement in the dispute, appointed by each party (two representatives appointed by the Employer or their designee and two appointed by the Union). If these four (4) persons cannot affect a settlement within seven (7) days after the dispute has been referred to them, the matter shall proceed to Step Three.

**Step Three:** The issue shall be referred to mediation. The parties shall request a mediator from the Federal Mediation and Conciliation Service or other acceptable service. This person shall serve as the mediator to resolve the dispute. The expense of employing the mediator shall be borne equally by both parties and each party shall be responsible for their own attorney fees and costs. Should the parties fail to reach agreement, the matter shall proceed to Step Four.

**Step Four:** The parties shall request a list of seven arbitrators from the Federal Mediation & Conciliation Service or other acceptable service and shall alternately strike names until only one name remains. This person shall serve as the arbitrator to resolve the dispute. The expense of employing the arbitrator shall be borne equally by both parties and each party shall be responsible for their own attorney fees and costs.

Any decision of the Board shall be within the scope and terms of this Agreement. It may also provide retroactivity not exceeding sixty (60) days and shall

state the effective date. Decision by this Board shall be rendered within twenty (20) days or at their discretion after the dispute is referred to them, and such decision shall be final and binding upon all parties. By mutual agreement, the aforementioned time frames in this Article may be waived or extended.

## **ARTICLE 12 SETTLEMENT OF JURISDICTIONAL DISPUTES**

**SECTION 1.** There will be no strikes, no work stoppages or slowdowns or other interference with the work because of jurisdictional disputes.

**SECTION 2.** The Employer shall be responsible for all jurisdictional assignments. In issuing such assignments, the Employer shall be guided by local award and area practices. Craft jurisdiction is neither determined nor awarded by classifications appearing in any labor agreement.

**SECTION 3.** If a jurisdictional dispute arises, it shall first be submitted to the Regional Council and the affected Employer or their authorized representative for settlement. If no understanding or agreement is reached within forty-eight (48) hours, the parties may refer the dispute to the International Unions with which the disputing Unions are affiliated, for resolution and the Employer shall abide by the resolution.



The disputed work shall continue as assigned by the Employer until the dispute has been resolved.

## **ARTICLE 13 STRIKES AND PICKET LINES**

SECTION 1. It is mutually agreed that there shall be no strikes, lockouts or other slow down or cessation of work by either party on account of any labor difference pending the utilization of the grievance machinery, as set forth in Article 11.

SECTION 2. Employees will not be discharged, disciplined or permanently replaced for any protected activity related to the recognition of a primary picket line approved by the Union party to this Agreement.

SECTION 3. As required by law, employees shall be furnished to the Employer during labor disputes with other construction crafts and the Employer will endeavor to work as long as economically possible during these periods.

## **ARTICLE 14 SAFETY MEASURES**

SECTION 1. The Employer and the employee will conform to all Federal and State health and safety regulations applicable to work covered by this Agreement and shall have adequate shelters available

where necessary, with heat, where the workers can change and dry their clothes and store their tools. On all projects covered by this Agreement, there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals. Fresh, cool, sanitary drinking water will be available to the workers. The Employer will furnish welding equipment including all leathers. The Employer will furnish to all Carpenter employees necessary hard hats, eye protection, ear protection, respirators, reflective vests, all personal fall protection and restraint equipment, and equipment needed to work with hazardous or contaminated material.

SECTION 2. This Agreement is not intended to and shall not be construed as creating, imposing, or adopting on the Union or representatives any state common-law duties in the areas of safety.

## **ARTICLE 15**

### **SAVINGS CLAUSE**

SECTION 1. This Agreement is not intended to and shall not be construed to permit acts, which violate any valid Federal or State law.

SECTION 2. If any provision of this Agreement or the application of such provision shall in any court or other governmental action, be held invalid, the remaining provisions and their application shall not

be affected thereby. Provided, however, upon such invalidation the parties' signatory hereto agree to immediately meet to re-negotiate such parts or provisions affected. The parties agree to arrive at a mutually satisfactory replacement within sixty (60) days unless a definite extension of time is mutually agreed to. When no mutually satisfactory replacement is reached, the provisions of Article 11, Settlement of Disputes/Grievances, will apply.

## **ARTICLE 16 HOURS OF WORK**

### **SECTION 1. SINGLE SHIFT OPERATION**

- (a) Eight (8) hours shall constitute a day's work; five (5) days shall constitute a week's work, Monday through Friday. A single shift operation shall be established for a minimum of three (3) days.
  
- (b) A single shift operation shall be restricted to the hours between 5:00 am and 6:00 p.m. and eight (8) hours of continuous employment (except for meal period) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, Monday through Friday, then Saturday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate.

- (c) Four ten (10) hour shifts at the straight time rate may be established Monday through Thursday or Tuesday through Friday. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Friday (when working Monday through Thursday) or Saturday (when working Tuesday through Friday) may, at the option of the Employer, be worked as a voluntary make-up day. All hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate.
- (d) No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day.
- (e) In the event of a civil emergency such as, but not limited to, earthquakes, floods, or fires, starting time of the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. In order to work such shift, mutual agreement shall be received.
- (f) **Special Shifts:** When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a special shift, upon three (3) days written notice

to the Union may be worked, Monday through Friday at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten (10) hours of pay on a four-ten shift.

- (g) When an employee is called out to work without at least eight (8) hours off since his/her previous shift, all such call out time shall be paid at the overtime rate until he/she shall have eight (8) hours off.
- (h) **Holiday Week:** In the event that a holiday is celebrated during the week (Monday through Friday), the remaining four days of the week may be worked as a four ten shift at the straight time rate on a voluntary basis with three (3) days' notice to the Union. In the event the job is down due to weather conditions, then Saturday may, at the option of the Employer be worked as a voluntary make-up day at the straight time rate.

## SECTION 2.      **MULTIPLE SHIFT OPERATION**

Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

- (a) **Two Shift Operation.** On a two consecutive shift operation, no shift penalty is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two-shift operation, the second shift shall be established for a minimum of three (3) days.

Once the starting times are established for the two-shift operation, they shall not be changed except upon three (3) working days written notice to the Union.

- (b) **Three Shift Operation.** On a three-shift operation, the following shall apply:

**First Shift** - The regular hours of work on the first shift of three-shift operations shall be eight (8) hours of continuous employment, except for lunch period at mid-shift, between the hours of 5:00 am and 6:00 p.m.

**Second Shift** - The second shift shall be seven and one-half (7-1/2) hours of continuous employment, except for lunch period at mid-shift, and shall be paid for at eight (8) hours the straight time hourly wage rate.

**Third Shift** - The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at mid-shift, and shall be paid for at eight (8) hours the straight time hourly wage rate.

- (c) Multiple shift (a two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shifts a specific operation. Those groups of employees only who relieve first shift groups of employees and such first shift groups of employees who are relieved by groups of employees on a second shift, and on a three-shift operation those groups of employees who relieve the groups of employees on a second shift, shall be construed as working multiple shifts. The intent of this clause shall be construed so as to recognize that a “reliever group” and a “relief group” does not necessarily mean “person for person” relief.
- (d) It is understood and agreed that when the first shift of a multiple shift (a two or three shift) op-

eration is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate.

### **SECTION 3. SPECIAL WORK/TIDE WORK**

When an employee has completed his/her scheduled shift and is called out to perform special work, including tide work, he/she shall receive premium pay in accordance with the following rates:

- (a) For show up, four (4) hours pay at the straight time rate is due.
- (b) When put to work, a minimum of four (4) hours pay is due at applicable overtime rate.

## **ARTICLE 17 OVERTIME**

**SECTION 1.** (1) Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-½) times the straight time rate of pay. All additional overtime will be paid at two (2) times the straight time rate of pay.

(2) On a four ten (10) hour shift, Monday through Thursday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one



and one half (1½) times the straight time rate of pay. All additional overtime will be paid at two (2) times the straight time rate of pay.

(3) On a four ten (10) hour shift, Monday through Thursday, on Friday (except when worked as a make-up day), the first twelve (12) hours of work will be paid at one and one half (1½) times the straight time rate of pay. Additional overtime shall be paid at two (2) times the straight time rate of pay.

SECTION 2. Saturday, the first twelve (12) hours of work will be paid at one and one half (1½) times the straight time rate of pay. All additional overtime shall be paid at two (2) times the straight time rate of pay.

SECTION 3. All work performed on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

SECTION 4. The Employer shall have the sole discretion to assign overtime work to employees.

## **ARTICLE 18**

### **REPORTING AND MINIMUM HOURS PAY**

SECTION 1. When an employee or new hire reports to work for his/her regular or assigned shift and weather permitting is not put to work, he/she shall be paid two (2) hours reporting time and shall remain at

the job-site for the two (2) hours if required by the Employer.

SECTION 2. Employees who work less than four (4) hours shall be paid for four (4) hours; they shall be paid a minimum of six (6) hours if required to work more than four (4) hours; they shall be paid eight (8) hours if required to work more than six (6) hours; and they shall be paid ten (10) hours if required to work more than eight (8) hours on a regularly established ten (10) hour shift. Employees who cannot work a full shift because of weather conditions shall be paid for actual hours worked.

SECTION 3. If any employee refuses to start work or if any employee stops work of his/her own volition, the minimum set forth in Section 2 above shall not apply.

SECTION 4. When employees are called out to work on overtime days and are not put to work, they shall receive pay for two (2) hours at the applicable overtime rate of pay. When employees are put to work on overtime days, they shall be paid the actual time worked at the overtime rate, however, the minimum shall be two (2) hours at the overtime rate of pay.

SECTION 5. When employees, including new hires, reporting for work arrive on the job unpre-

pared to perform the work required (for example, under the influence of alcohol or drugs, or inadequately clothed), the Employer shall not be expected to put such individuals to work nor shall they be entitled to reporting pay if not put to work.

## **ARTICLE 19**

### **MANAGEMENT RIGHTS CLAUSE**

**SECTION 1.** The Employer retains full and exclusive authority for the management of its operation subject to the provisions of this Agreement. The Employer shall direct his/her working forces at his/her sole prerogative including, but not limited to hiring, promotion, transfer, layoff or discharge for just cause as traditionally practiced within the Construction Industry. The Employer shall utilize the most efficient methods or techniques of construction, tools or labor saving devices. There shall be no limitations upon the choice of materials or design except those imposed by safety and health considerations.

**SECTION 2.** The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth.

**SECTION 3.** It shall not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid possible loss of human life because of an emergency situation that could endanger

the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests the employees to stand by, the employees will be compensated for the “stand by time.”

If such a condition continues, the Employer agrees to give timely notice to members of the next shift scheduled to report for duty. In the event that timely notice is not given employees who report for work at their regular reporting time and are not put to work shall be paid “show up pay.”

This Article shall be subject to the grievance procedure set forth in Article 11.

## **ARTICLE 20**

### **SPECIAL CONDITIONS**

SECTION 1. Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties having jurisdiction over the job site and work affected to meet and mutually agree to make such modifications to meet a specific need on a specific project. Such modifications shall be in writing and approved by representatives of both parties.

In order to maximize the effect of this provision, all crafts will be requested to act uniformly. Employees of a craft should be treated equally under this provision. The Employer shall request his/her subcontractors to comply with any modifications granted under this provision.

## **ARTICLE 21**

### **PREDETERMINED WAGE RATE PROJECTS**

SECTION 1. In the event the Employer 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 pre-determined and/or prevailing wage rate established by the Department of Labor pursuant to the Davis-Bacon Act 40 U.S.C. Section 3141 et. esq., and implementing regulations or by the Washington State Department of Labor and Industries pursuant to the provisions RCW 39.12 and implementing regulations, the published hourly wage rate set forth in said public award in effect at the time of bid shall apply for the first twenty-four (24) months of the project from the date the General contractor proceeds with construction. The Employer will provide the Regional Council in writing with the start date of the project and the published wages in effect at that time. The fringe benefit contribution rates shall be those as established and maintained by the Master Agreement and any fringe increases are the responsibility of the Employer. Notwithstanding the

above, project agreements may be mutually agreed upon to allow use of the pre-determined wage rate for the duration of a project to exceed twenty-four (24) months

SECTION 2. In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

SECTION 3. The Employer may, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct Davis-Bacon rates when responding to DOL requests for prevailing wage data.

## **ARTICLE 22**

### **SUBSTANCE ABUSE POLICY**

SECTION 1. Labor and Management are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of Labor and Management and the employees.

SECTION 2. Consistent with those goals, the Employer prohibits the use, manufacture, possession, distribution or sale, at its employment sites,

of drugs, drug paraphernalia or alcohol. A testing program, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of Labor and Management which consent shall not unreasonably be withheld to monitor compliance with this policy.

**SECTION 3.** If the Employer implements a Substance Abuse Program according to the terms of this Article on a project, all subcontractors, on project, will be required to have and implement a substance abuse program.

**SECTION 4.** An acceptable Substance Abuse Program is contained in a separate addendum to this Collective Bargaining Agreement, but it is not a part of this Agreement and modifications to this Substance Abuse Program, by mutual agreement of an Employer and the Union, will not constitute a change to this Agreement. Mutual agreement will not be unreasonably withheld.

**SECTION 5.** Any grievance related to any employer's substance abuse program shall be resolved through Article 11, Settlement of Disputes/Grievance, of this Agreement.

**ARTICLE 23**  
**HEALTH CARE LEGISLATION**

SECTION 1. If legislation is enacted by Federal or State Government to provide for a "Health Care System" that would allow the contribution for Health and Security to be reduced, the bargaining parties agree to meet and determine distribution of such reduced Health and Security contributions.

**ARTICLE 24**  
**LIGHT DUTY RETURN TO WORK**

It is agreed that the Employer may return an injured employee to light duty status when allowed by the employee's doctor. When such light duty work is available, light duty functions shall be in accordance with the restrictions outlined by the employee's doctor. At no time will an employee's rate of pay be less than the base rate of pay, at the time of injury, for hours worked. Further, the employee will be provided with a full fringe package, as per the collective bargaining agreement, over and above total remuneration. Should the employee on light duty have to be laid off, due to no work available, the Employer will not adversely affect his/her ability to continue to receive loss time benefits from the Industrial Insurance Division of Labor and Industries (including self-insured Employers), provided they are still medically eligible.



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**APPENDIX 1  
SCHEDULE "A"  
CLASSIFICATIONS & WAGES**

SECTION 1. All employees covered by this Agreement shall be classified and paid in accordance with the classifications, scales, and special conditions set forth in Appendix 1, Schedules "A," "B," and "C" and no other classification wage rates or special conditions shall be recognized.

ZONE "A" RATES ONLY - REFER TO SCHEDULE "C" FOR ZONE RATES

<b>CLASSIFICATIONS</b>	<b>EFFECTIVE</b>		
	<b>6/1/2018</b>	<b>6/1/2019</b>	<b>6/1/2020</b>
Carpenter, Drywall Applicator	\$43.92	\$45.92	\$47.92
Lather, Floor Finisher, Floor Layer, Scaffold Erector, Insulation Applicator, Acoustical Worker, Bridge, Dock & Wharf Carpenter			
Carpenter on creosote material	\$44.02	\$46.02	\$48.02
Carpenter on stationary tools	\$44.05	\$46.05	\$48.05
Millwright and Machine Erector	\$45.42	\$47.42	\$49.42
Pile Driver, driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, all piling	\$44.17	\$46.17	\$48.17

Diver Wage Rate: (See attached Divers' Addendum)

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

Foremen shall receive ten percent (10%) per hour above the highest paid Carpenter journeymen under him/her.

<b>DEDUCTIONS</b>	<b>EFFECTIVE</b>		
	<b>6/1/2018</b>	<b>6/1/2019</b>	<b>6/1/2020</b>
<i>(These are deducted from wages)</i>			
Vacation	\$1.00	\$1.00	\$1.00
Union Deduction	4.00%*	4.00%*	4.00%*

\*The applicable percentage of the taxable hourly wage rate converted to cents per hour, times all hours worked. Foremen, general foremen, or superintendents would be charged using the journeyman wage rate.

<b>FRINGE BENEFITS</b>	<b>EFFECTIVE</b>			
	<b>6/1/2018</b>	<b>7/12/2018</b>	<b>6/1/2019</b>	<b>6/1/2020</b>
Health & Security	\$7.86*	\$7.96*	\$8.06*	\$8.16*
Retirement	\$6.60	\$7.32	\$7.59	\$7.95
Apprenticeship**	\$0.80	\$0.84	\$0.87	\$0.91

\*\$0.60 designated for retiree medical

\*\*Apprenticeship contribution is 1.4% of journeyman carpenter total package

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

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

### **HANDLING OF HAZARDOUS WASTE MATERIALS:**

Personnel in all craft classifications subject to working inside a designated hazardous waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of

hazardous waste as outlined in the specific Hazardous Waste Project Site Safety Plan. (The level of protection shall be defined in CFR 1910.120. Appendix B.)

**Classification/Hazardous Waste Group Number**

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing or Level “D” equipment

H-2 Class “C” Suit - Base Wage Rate plus \$.25 per hour

H-3 Class “B” Suit - Base Wage Rate plus \$.50 per hour

H-4 Class “A” Suit - Base Wage Rate plus \$.75 per hour

**Foreman** - It is not the Union’s intent to establish crew or crew sizes but whenever an employee has the responsibility of supervising employees or coordinating subcontractors on the project, he/she will be paid at least the foreman’s scale. Foreman shall receive ten percent (10%) per hour above the highest paid journeyman wage classification working under him/her.

**Pile Driver Journeymen** shall receive twenty-five cents (\$.25) per hour above Carpenter Journeymen scale.

**Millwright Journeymen** shall receive one dollar fifty cents (\$1.50) per hour above Carpenter Journeymen scale.

## **APPRENTICESHIP FUND**

Ten cents (\$0.10) of the Apprenticeship fund is dedicated to participation in UBC International Training Funds.

### **SECTION 2. Staffing Jobs**

Employees shall be furnished to Employers during labor disputes with other construction crafts and Employers will endeavor to work as long as economically possible during these periods, utilizing the employees furnished.

Employers shall pay all cost of certification for certified welders, including wages, when directed by the Employer to take any type of certification to be able to perform the work necessary on his/her particular job.

#### **Welders Certification**

When the Union fills a request for a certified welder, such referred Carpenter shall have in his/her possession a current recognized certificate comparable to the local area or WABO test. If the job to be performed requires additional certification of any kind, the Employer shall pay for all expenses involved in securing such test. Refer to Section 1 above for certified welding premium.

Riggers, including signal person, burner and welders shall be paid according to the classification in which they are working.

### **SECTION 3. Apprenticeship Wage Rate:**

#### **Carpenters, Pile Drivers and Millwrights**

- 1st period - 60% of journeyman rate
- 2nd period - 65% of journeyman rate
- 3rd period - 70% of journeyman rate
- 4th period - 75% of journeyman rate
- 5th period - 80% of journeyman rate
- 6th period - 85% of journeyman rate
- 7th period - 90% of journeyman rate
- 8th period - 95% of journeyman rate

No pension contributions are required on Apprentices during the 1st period.

- (a) Each Employer shall employ at least one (1) apprentice for each four (4) journeymen in his/her employment but may employ up to one (1) apprentice for each journeyman in his/her employment.
- (b) On jobs of a technical nature, the Employer by mutual agreement with the local Business Representative may waive the above apprentice ratios on a job by job basis.

### **SECTION 4. Pile Driver Crews**

The size of Pile Driver crews will be those established by area practice in each Pile Driver's union

area and any dispute over such size of crews shall be handled by Union and Employer representatives having jurisdiction in that territory. However, for safety concerns, there will be two (2) Front End employees on all pile driving operations, one of which can be a Foreman.



## **SCHEDULE "B"**

### **FRINGE BENEFITS**

The Employer also agrees to serve as a trustee on any or all trusts listed below when and if required, and in such cases, the Employer agrees that the trustee shall be a salaried executive or officer of the signatory Employer or the Employer association. The Union's trustee must be employed by and representing members of the Union. It is further understood that should a trustee not meet the criteria, he/she must be replaced within thirty (30) days by the selection process of the respective parties, Labor/Management.

#### **SECTION 1. Health and Security**

It is agreed by the parties hereto that all employers covered by this Agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man hour of Carpenters employed by Employers covered by this Agreement, which contribution shall be made to the Western Washington Carpenters-Employers Health and Security Trust Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Health and Security Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signators to the Trust Agreement of the aforesaid Trust Fund.

Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member employers.

## SECTION 2.     **Retirement**

- (a) **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. Said contributions shall be for the benefit of employed or retired Carpenters who are working under or have retired under the Carpenters Retirement Plan of Western Washington and Amended Carpenters of Western Washington Individual Account Pension Plan. 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 and the Amended Carpenters of Western Washington Individual Account Pension Plan established by the Trust Funds and these Trusts 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. Allocation between the Carpenters Retirement Plan of Western Washington and the Amended Carpenters of Western Washington Individual Account Pension Plan of contributions shall be determined by the Joint Boards of Trustees in accordance with the actuarial and funding requirements of these Plans.

- (b) **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) 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.

### **SECTION 3. Vacation**

It is agreed that all Employers covered by this Agreement shall subtract a sum as listed in Schedule "A" herein for each compensable hour from each employee's net pay check (after taxes) and shall pay this to a Vacation Fund as set forth herein. (Note: These sums shall be deductions (after taxes) from the rates shown in Schedule A.) Said contribution shall be made to the Carpenters Vacation Trust of Western Washington in the manner as set forth in this Trust Agreement of said Trust. The details of such Vacation Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatories to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member employers.

### **SECTION 4. Apprenticeship and Training**

It is agreed that 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. Said contribution shall be made to the Carpenters-Employers Apprenticeship and Training Trust Fund of Washington-Idaho the manner as set forth in the Trust Agreement of said Trust. The details of such Apprenticeship and Training Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signators to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member employers.

#### **SECTION 5. Failure to Pay Contributions**

In the event an Employer fails to make the monetary contribution in conformity with this 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 6. Information on Trust Agreement**

It is understood that the Union, individual Employers, and signatory Employer Associations are principal parties to the Health & Security, Retirement, Vacation and Apprenticeship and Training Trust

Agreements and are, therefore, entitled to full information on the actions of the Trustees and the operation of the Trust.

SECTION 7. As it relates to Fringe Benefits Trust Funds; if Article 6 is not implemented within ninety (90) days of completion of a project then Article 6 will be waived.

SECTION 8. It is understood that the principal parties to this Agreement have developed a selection process for appointment of management trustees which offers trust representation to individual signatory Employers or signatory Employer associations as mentioned in Section 1 - 4 of Schedule B, above. This selection process has been incorporated into the applicable Trust Agreements, and is available in the Trust Office.

#### SECTION 9. **Parties Bound**

It is further understood that Employers, who are parties to this Agreement, shall be bound by the terms and provisions of the Trust Funds and Plans as mentioned in Section 1 through 10 as though these Trust Funds and Plans were part of this Agreement.

#### SECTION 10. **Trust Mergers**

The parties agree to grant authority to the Trustees to effect any mergers they deem appropriate.

## **SCHEDULE "C"**

### **ZONE PAY DIFFERENTIAL**

SECTION 1. The parties recognize that it is sometimes inconvenient to get to the job location because of varying distances. It is agreed and understood that while traveling to and from work, the employees are not within the course and scope of their employment and the relationship of Employer-employee do not commence until the hourly wage commences.

#### **SECTION 2. General Travel Conditions**

- (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.
  
- (b) **Ferry Fares.** All necessary ferry fares are to be reimbursed by the Employer in the following instances and manner:
  - (1) Employees will be reimbursed at the passenger's fare or passenger's carfare when substantiated by receipts.



(2) When employees elect to live at or near the project and forgo daily ferry travel, it is recognized that they are entitled to the prerogative of visiting their homes for the weekend, and in that event, ferry charges shall be paid for such week-end travel as substantiated by receipts.

- (c) **Board and Lodging.** When the Employer provides camp or board and lodging, the basic wage scale will be observed and the rate for camp and board and lodging will not exceed \$3.00 per day to be paid by the employee. Any costs over \$3.00 per day will be absorbed by the Employer. The applicable travel shall apply on the first and last day of employment, with the exception that should the employee quit of his/her own volition prior to five (5) days employment, travel expenses shall be allowed for the first day only. Jobs in remote areas where camp or board and lodging is not provided and housing is inadequate or cost for housing is prohibitive, the Employer will make every effort to arrange for housing at reasonable rates for his/her employees.
- (d) **Remote Projects.** On dam, hydro-electric, building projects and other remote engineering projects such as airports, refineries and radar or radio installations, but not limited thereto, where the Employer provides camp or board and lodging, required travel time will be paid for the initial trip to the job and return. Payment of

travel time on the return trip will be paid to all employees, including discharges and layoff; the only exception that shall apply will be as to those employees that remain on the job less than thirty (30) calendar days who voluntarily quit.

**SECTION 3. Carpenters' Zone Pay:**

Zone pay differential shall be paid on jobs located outside of the free zone computed from the city hall of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Port Townsend	

Zone A: 0 - 25 radius miles - Free

Zone B: 25 - 35 radius miles - \$1.75 per hour

**SECTION 4. Pile Driver, Bridge, Dock And Wharf Builders' Zone Pay:**

Zone pay differential to be computed from Seattle City Hall, Tacoma City Hall, and Everett City Hall.

Zone A: 0 - 25 radius miles - Free

Zone B: 25 - 35 radius miles - \$1.75 per hour

Zone C: 35 - 45 radius miles - \$2.05 per hour

Zone D: 45 - 55 radius miles - \$2.45 per hour

Zone E: Over 55 radius miles - \$2.85 per hour

Zone F: Over 90 radius miles - \$100 per day

The following are exceptions to the above zone pay:

- (a) **San Juan County.** Work in San Juan County shall be considered as a subsistence zone. Employees will be paid 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, whenever that distance to the job site is less than the distance from the job site to the closest dispatch city hall (Seattle, Tacoma or Everett).

#### **SECTION 5. Millwrights' Zone Pay:**

- (a) Millwrights' zone pay differential shall be computed from Seattle City Hall, Tacoma City Hall, and Everett City Hall.

Zone A: 0 - 25 radius miles - Free

Zone B: 25 - 35 radius miles - \$1.75 per hour

Zone C: 35 - 45 radius miles - \$2.05 per hour

Zone D: 45 - 55 radius miles - \$2.45 per hour

Zone E: Over 55 radius miles - \$2.85 per hour

Zone F: Over 90 radius miles - \$100 per day

(b) The following are exceptions to the above Millwright zone pay:

(1) **Subsistence:** Work in San Juan County, Clallam County, Jefferson County, and Pacific County will be paid one hundred (\$100.00) dollars per workday subsistence unless room and board is furnished by the Employer.

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

(3) Whenever a Millwright covered by a classification in this Agreement of required skill is not available within the immediate area to be dispatched to the Employer but is available from elsewhere within the bargaining area and the Employer authorizes his/her procurement, the Employer shall reimburse such workman in accordance with the above schedule from the city closest to his/her residence.

(4) But when a Millwright leaves his/her place of residence to voluntarily seek employment in

another area and makes himself/herself available to that area then the employee shall become subject to such local travel time, transportation and subsistence conditions that are applicable.

**SECTION 6.      Downtown Seattle Zone Pay**

- (a) The Downtown Seattle Zone is defined as the area West of I-5, East of Elliott Bay, South of Mercer Street and North of Royal Brougham. For the purpose of this section the Mercer and Royal Brougham boundaries will be straight line extensions to a point the straight line intersects Elliott Bay.
  
- (b) A premium of \$1.00 per hour shall be paid for each hour worked on projects within this zone.

## **APPENDIX 2**

### **ARTICLE 1 CRAFT WORK RULES**

#### **SECTION 1. Shop Stewards**

- (a) The Business Representative shall have the right to designate in writing to the Employer a Journeyman Carpenter as a Steward on each of the Employer's projects. The Steward shall not be discharged or transferred except for just cause and shall remain on the job provided that there are at least four (4) Carpenters on the project. The Employer will notify the Union at least forty-eight (48) hours prior to terminating the Steward. If a Steward is terminated, the Business Representative may appoint another Steward from the remaining crew.
  
- (b) The Steward shall be allowed reasonable time to perform his/her duties in insuring that the conditions of the Agreement are being adhered to and he/she shall be allowed time to advise the Business Representative of any alleged violations. In addition to his/her other duties, the Steward shall have the right to take up a report once each week during working hours. This must be done as expeditiously as possible.

- (c) In the event it is found that a Steward is laid-off or discharged for performing his/her functions as a Steward, the Employer shall reinstate him/her with pay for all lost time as a result of such improper action.

## **SECTION 2. Tool Sharpening**

All employees will have their tools sharp and in good condition before going on any job.

**SECTION 3.** All or any equipment furnished by the Employer may be charged against the employee subject to credit refund upon their return to the Employer regardless of worn condition.

## **SECTION 4. Furnishing Tools**

No employee shall furnish, rent or lease, for compensation or otherwise on any job, a transit, mortising, boring machine, power saw, power jointer, floor sander, power activated tools regardless of whether they are powered by batteries, AC-DC electrical, gas or air; ladder, scaffolding either stationary or rolling, stilts, trestle, bench, miter box, siding cutter, dial indicator (larger than 1" face), micrometer (not over 1"), any type of laser, reamer, extractor, taps, tap wrenches, metal drill, socket wrench (over 1/2" drive), box end or adjustable wrench larger than a 12" Crescent, shaft levels (over 12"), augers (over

1-1/8”), auto, truck or similar equipment, welding machines, cutting torch, and welders protective equipment, such as gloves, leathers, hoods, goggles. The above equipment must be furnished by the Employers.

#### **SECTION 5. Tool Storage**

The Employer shall furnish a suitable place; dry, clean and safe for keeping employees’ tool kits and weather gear, separate from other trades and separate from company tools, and the same to be provided with a suitable lock, for protection of tools and gear, during non-working hours, and separate from alternate shifts. It shall be the responsibility of the Employer for the reimbursement based on today’s actual cost and the industrial standard of the Employees’ tools and weather gear lost through fire, flood, theft by forced entry or damage by employer’s equipment while same are at the job site. Employers may require a list of tools and work clothing so stored.

#### **SECTION 6. Tool Restrictions**

There shall be no restrictions on the full use of tools and equipment other than may be required by safety regulations.

**SECTION 7.** An Employer shall furnish warm, dry change rooms of ample size equipped with heat for drying clothes, lights when power is available and



free of any sexually or ethnically offensive materials such as posters, drawings or other printed materials and with benches for use during lunch period. Same to be situated close to the site of the work and shall not be used for storage of materials or equipment.

SECTION 8. When working in toxic or radiation areas and where creosote and/or treated or oiled materials are handled, adequate time shall be allowed for cleaning up before lunch and before the end of the shift.

SECTION 9. On subterranean water jobs such as tunnels, caissons, etc., rain gear and rubber boots with puncture-resistant insoles shall be furnished by the Employer.

On operations requiring boots higher than calf length, they shall be furnished by the Employer.

The employee shall furnish his own calf height rubber boots when otherwise needed.

SECTION 10. Employees will furnish their own rain wear. In the course of welding or burning or handling of hazardous or contaminated material, should they become damaged, the Employer will replace the damaged rain wear with new rain gear, provided the employee turns in his/her damaged rain gear to the Employer.

SECTION 11.      **Travel to job site 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.

## **ARTICLE 2**

### **RESIDENTIAL PROVISIONS**

The parties hereto agree that an agreement or agreements may be entered into by the Union with other parties covering residential construction. The general working conditions will be consistent with the terms of this Agreement, but the cost items of fringe benefits and wages or determination of wages may be reduced.

Any special condition, which results from these agreements, will become a part of this Agreement by this reference, and such conditions will prevail when a member Employer does residential construction as defined below.

Residential construction is herein defined as all work in connection with wood frame construction, alteration and/or repair of all residential units, such as single dwellings, duplexes, row houses, town houses and apartments, senior housing, mixed use and college housing, not to exceed Appropriate building code in height, including a basement. This Agreement does not cover those housing units, which are normally referred to as "high rise," which are normally in excess of five (5) stories in height above grade level, over a base structure, and to hospitals, public or private institutions, or modular homes to be transported from construction site.

With respect to mixed use structures; designation as “residential” shall be limited to those mixed-use structures where the total square footage of retail and/or office space does not exceed the square footage of the largest single level of the building. That retail and / or office space may be positioned on multiple levels.

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## APPENDIX 3

### CENTRAL WASHINGTON AREA ADDENDUM

SECTION 1. Work and Territory Covered: This Addendum shall cover all building construction work in Yakima, Kittitas, Chelan, Douglas and Okanogan Counties west of the 120th Meridian. It shall not cover heavy highway construction.

SECTION 2. When performing the work in the territory as defined in Section 1, the parties agree to be bound by terms and conditions of the AGC Master Labor Agreement except as provided in this Addendum.

#### SECTION 3. WAGE RATES:

CLASSIFICATIONS	EFFECTIVE		
	6/1/2018	6/1/2019	6/1/2020
Carpenter, Drywall Applicator	\$29.05	OPEN	OPEN
Lather, Floor Finisher, Floor Layer, Scaffold Erector, Insulation Applicator, Acoustical Worker			
Carpenter on creosote material	\$29.15	OPEN	OPEN
Carpenter on stationary tools	\$29.18	OPEN	OPEN
Millwright and Machine Erector	\$45.42	\$47.42	\$49.42
Bridge, Dock, and Wharf Carpenter	\$43.92	\$45.92	\$47.92
Pile Driver, driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, all piling	\$44.17	\$46.17	\$48.17
Divers Rates: (See attached Divers' Addendum)			

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

All foremen shall receive ten percent (10%) per hour above the highest paid carpenter journeymen under him/her.

		<b>EFFECTIVE</b>	
<b>FRINGE BENEFITS</b>	<b>6/1/2018</b>	<b>6/1/2019</b>	<b>6/1/2020</b>
Health & Security	\$7.25	OPEN	OPEN
Retirement	\$6.02	OPEN	OPEN
Apprenticeship	\$0.66	OPEN	OPEN

		<b>EFFECTIVE</b>	
<b>DEDUCTIONS</b>	<b>6/1/2018</b>	<b>6/1/2019</b>	<b>6/1/2020</b>
<i>(These are deducted from wages)</i>			
Vacation	\$1.00	\$1.00	\$1.00
Union Deduction	4.00%*	4.00%*	4.00%*

**\*The applicable percentage of the taxable hourly wage rate as determined by the Regional Council converted to a cents-per-hour, times all hours worked. Carpenter foremen, general foremen, or superintendents would be charged using the journeyman carpenter wage rate.**

#### **SECTION 4. Carpenters' Zone Pay**

Zone pay differential shall be paid at the rate of \$2.25 per hour when job sites are located beyond a twenty-five (25) mile radius from the city hall of the following cities: Chelan, Sunnyside, Wenatchee, and Yakima.

Zone pay differential shall be paid at the rate of \$2.25 per hour when job sites are located beyond a twenty (20) mile radius from the city hall of the following city: Ellensburg.

## **DIVERS ADDENDUM**

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

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

## **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 job site 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.

## **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 underwater construction and reconstruction, and the salvage and removing of all underwater structures; underwater inspections and repair of hulls, docks, bridges and dams, underwater pipelines, sewage and water systems, underwater suction and discharge lines such as those used at chemical plants, pulp mills and desalinization plants; inspecting, surveying, removing rescuing and recovering of all objects below water surface; all underwater well completion; all underwater work on pipelines and hookups including petroleum, gas, water and sewage systems; the laying of underwater power and/or communications cables where diving is necessary; all offshore marine mining and dredging operations using Divers in any phase of their work seeking minerals and/or precious metals, etc.; all petroleum, fisheries research and experimental work where the use of Divers are necessary; all underwater demolition and blasting work requiring the use of Divers; the term underwater structures shall include beached or sunken vessels and other marine equipment.

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.

## **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 job site 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 1: 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 (HEO<sub>2</sub>) 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 job site.

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 job site.

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.

## PAY SCALES

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

CLASSIFICATIONS	EFFECTIVE		
	2018-2019	2019-2020	2020-2021
Pile Driver	\$44.17	OPEN	OPEN
Pile Driver Foreman	\$48.59	OPEN	OPEN
Diver	\$97.48	OPEN	OPEN
Diver Superintendent	\$98.98	OPEN	OPEN
Diver Supervisor/Dive Master	\$60.21	OPEN	OPEN
Stand-By Diver	\$55.21	OPEN	OPEN
Tender	\$48.59	OPEN	OPEN
Manifold Operator	\$48.59	OPEN	OPEN
Manifold Operator ( <i>on days with mixed gas diving</i> )	\$53.59	OPEN	OPEN
Bell/Vehicle/Submersible Operator ( <i>not under pressure</i> )	\$97.48	OPEN	OPEN
Remote Operated Vehicle Operator/Technician	\$48.59	OPEN	OPEN
Remote Operated Vehicle Tender	\$44.17	OPEN	OPEN

Rates of pay determined below shall be calculated using the Western WA Pile Driver wage scale contained in the Western and Central WA Area Principal Agreement negotiated between the AGC and the Pacific Northwest Regional Council of Carpenters.

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.

### **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 Pile Driver rate if not put to work.

### **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.

**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 five (5) 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.

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:** Diver rate in Western WA shall be Tender plus \$48.89

4. **Standby Diver:** Standby Diver shall receive be 1.25 times the Pile Driver regular hourly rate. This rate is used in calculating overtime pay.

5. **Tender:** Tender shall receive the 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 the hourly rate of 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 the 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.

**9. 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.

**10. 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 fifty (50) feet, a premium according to the following schedule shall be paid, in addition to the Diver hourly rate:

<b>Depth Below Water Surface (FSW)</b>	<b>Amount of Premium Per Day Over 50 Feet</b>
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.

<b>Distance Traveled from Entrance</b>	<b>Amount of Premium Per Day</b>
0 to 25 feet	N/C
25 to 300 feet	\$1.00 per foot from 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.

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.

## **Crew Size Concerning Bounce and/or Saturation Diving:**

**1. Bounce of Short Duration Using Bell:** Consists of a diver going under pressure to a given depth, working a period of time consistent with current tables and then coming to the surface and decompress-

ing. Minimum crew size will be a total of seven (7) men/women:

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

**2. 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 Supervisor
- 2 -Technicians (Saturation Tech)
- 2 - Manifold Operators  
(L.S.T. Life Support Technician)
- 4 - Diver/Tenders
- 4 - Saturation Divers

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

### **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 twenty-four (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 twenty-four (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 (1½) 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 (1½x) 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 (2x) 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 es-

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 2:    **HYPERBARIC TUNNEL WORK**

Hyperbaric tunnel crews perform work in two pay classifications as follows: 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 job site 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 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.

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

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).

Foremen and Medical Technicians shall receive an additional 10% per hour above the Hyperbaric Worker rate of pay. Foremen supervising crews using mixed gas will receive an additional five dollars (\$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 twenty-four (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 Pres-surized 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 twenty-four (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 twenty-four (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 Medical 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 (1½) 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 (1½) 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 (2x) the straight-time rate.

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

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

**IN WITNESS WHEREOF**, this Agreement has been executed by the Pacific Northwest Regional Council of Carpenters and the AGC of Washington, a Chapter of the Associated General Contractors of America, Inc., on behalf of certain individual members who have authorized the Chapter to execute the agreement on their behalf.

FOR EMPLOYERS:

FOR PACIFIC NORTHWEST REGIONAL  
COUNCIL OF CARPENTERS:



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Wilf Wainhouse, Chair

AGC Negotiating Committee



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Dan Hutchins, Chair

Carpenters Negotiating Committee



---

Doug Peterson  
AGC of Washington



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Evelyn Shapiro  
Executive Secretary/Treasurer

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