

PNWRCC/Central Washington Contractors Group

2019 Tentative Agreement

05/09/2019

Below is the full text of the 2019 Tentative Agreement with the Central Washington Contractors Group. All new language is in red and deletions are in ~~strikethrough~~.

1. ARTICLE 2, WORK AFFECTED, SECTION 1: [Tentative Agreement 4/25/2019](#)

This Agreement shall cover all Building ~~and~~ Construction projects, including the loading and unloading 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.

2. Article 4 Effective Date and Duration, Section 1: [Tentative Agreement 4/25/2019](#)

This successive principal Agreement shall be effective commencing February 1, 2016~~9~~, and shall continue in force and effect through January 31, 2049~~22~~. Upon its expiration, this agreement shall continue from year to year, February 1 through January 31 of each year.

3. Article 9 Pay Day, Section 4: [Tentative Agreement 4/25/2019](#)

Upon the completion of the employee's job, the employee shall be paid forthwith. If not completed within normal office hours, payment shall be made within twenty-four (24) hours (Saturday, Sundays and Holidays excepted). Payment, ~~if so desired~~ **at the election of the employee**, may be made ~~through the Union Hall or~~ by regular mail.

4. Appendix 1, Schedule A, Classification and Wages, Section 2, Wage Rates: [Tentative Agreement 4/25/2019](#)

Revise to reflect that Heavy and Highway Carpenter, Bridge Dock and Wharf Carpenter, and Pile Driver are not covered under this agreement and should refer to Western Washington. Will need to show that these classifications are under Western Washington benefits also.

5. Appendix 1, Schedule A, Classification and Wages, Section 3: [Tentative Agreement 4/25/2019](#)

(a) Each Employer may **MAY** employ one (1) apprentice for each of the first five ~~(5) carpenters in his/her employment, but he/she must employ one (1) apprentice when he/she has three (3) journeymen in his/her employ~~ **one (1) journey-level working in their employment.**

(b) ~~In addition to (a), each employer shall employ one (1) additional apprentice for each four (4) additional journeymen.~~ **Each employer MUST employ one (1) apprentice when the employer has three (3) journey-level workers in their employment. Thereafter,**

the employer MUST employ one (1) additional apprentice per each four (4) additional journey-level workers employed.

(c) At NO TIME shall the ratio of workers exceed one (1) apprentice per one (1) journey-level worker on a job site.

(ed) 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.

(e) The union and the employer shall maintain compliance with the Washington State UBC JATC state approved standards.

6. **Non-ERISA Industry Support Fund** to address Training Funds request (Draft language) [Tentative Agreement 5/09/2019](#)

Non-ERISA Industry Support Fund for the Carpenters-Employers Apprenticeship & Training Trust Fund

Historically joint-apprenticeship trust funds provided graduation and other programs related to apprentice/employee recognition and industry opportunities that have since been deemed by the Department of Labor as inappropriate or illegal under ERISA. Since its DOL audit, the CEATT has forgone or significantly curtailed all of these activities, mostly to the detriment of the apprentice experience and industry benefit.

This proposal seeks to provide an alternate means of funding outside of the existing ERISA trust fund. In the attached memo from the CEATT legal council, it is explained that a “Labor-Management Cooperation Committee” can be established “to fund joint labor-management initiatives which will better the industry.” It further states that is no specific legal form the LMCC must take, though Trust Funds are most common. Once established, contributions may be provided by collective bargaining agreements. LMCC’s are common industry promotional mechanisms among other carpenter organizations and other trades.

A joint labor-management committee or other equally represented entity may be established to operate the LMCC in whatever form it shall take. The Committee will determine the operational plan of the LMCC and the rules by which it shall deploy funding. The funding source shall be taken from the current training allocation as stipulated under current CBAs. That is to say, there will not be a new funding requirement but rather a separate payment from the existing requirement. However, there will be some relatively small expense to establish the LMCC entity initially.

Initial funding is proposed at \$0.006 per man-hour up to the first 10 million man-hours of a calendar year. That rate will yield \$60,000 per year. Unused funds may accumulate over time so a ceiling amount should be defined. If the ceiling is reached, then no new funds will be directed to the LMCC account (i.e., the contributions would revert back to the ERISA fund). These amounts will be reviewed from time to time to ensure they are meeting needs of the LMCC.

