

# Inland NW AGC Tentative Agreements

5-16-2019

## 1. Duration of Agreement Tentative Agreement 4-29-2019

- a. This agreement shall be effective 6-1-2019 through 5-31-2022

## 2. AGC Drug Policy Tentative Agreement 4-29-2019

Review and update via Subcommittee

## 3. Classification updates/additions Tentative Agreement 4-29-2019

- a. Apprentices, Pension contributions will not be paid for apprentices during the 1st period,

## 4. Travel/Zone Pay Tentative Agreement 4-29-2019

<b>ZONE MILES:</b>	0 - <u>45</u> Miles	FREE
	<u>46</u> - 100 Miles	\$4.00 per hour
	101 Miles & over	\$6.00 per hour

## 5. Replace Article 11 Payday with the following: Tentative Agreement 4-29-2019

- 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
  3. By mail (at election of employee in writing). If paid by mail, check shall be postmarked not later than 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. At the option of the employer, documentation may be provided by email.
- 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 with an additional eight (8) hours of wages and benefits for each day full payment isn't received by the affected member. 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

11.2 An employee shall be paid in full when discharged during normal working hours. When employees are laid off or discharged, payment shall be made within twenty-four (24) hours (Saturday, Sunday, and Holidays excepted). In the event that payment is not made within twenty-four (24) hours (Saturday, Sunday, and Holidays excepted), he/she shall receive two (2) hours pay at the applicable wage rate for each twenty-four (24) hour period thereafter until said check is mailed to an address of the employee's choice. The postmark on the envelope will serve as the cutoff for any penalty.

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

### **6. Add the following dispatch language; Tentative Agreement 4-29-2019**

The PNWRCC shall maintain a centralized hiring hall for referral of members to signatory contractors. the current hiring hall rules and procedures shall be posted of reference at the following link (Insert link here). The contractor shall submit a Call Out Sheet (Insert link here) to the dispatch department with the details requested to the email or fax number provided on the form.

In order to be eligible for dispatch, members must be in Good standing or Arrears unless state/federal law supersedes this requirement. A member in Arrears shall become a member in Good Standing within 10 days of dispatch or said member shall be removed from the job.

### **7. Add language to allow for Vacation Deduction (Excluding Apprentices) Tentative Agreement 4-29-2019**

#### 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.

### **8. Non-ERISA Industry support fund to address Training Funds request (Draft language) Tentative Agreement 4-29-2019**

#### **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 counsel, 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.

The CEATT proposes that current collective bargaining entities make provision for an LMCC as roughly outlined here and as further described in the attached legal memo.

## **9. Modification to Schedule A-1 Tentative Agreement 4-29-2019**

---

### **Training Requirements**

All members dispatched after 12-1-2019 shall be required to possess a OSHA 10 or OSHA 30 card and shall assure that it remains current while being employed by an employer Signatory to this agreement.

Effective 6-1-2020 all members dispatched shall be required to complete 8 hours of training within the preceding twelve months and possess a First Aid card and shall assure that it remains current while being employed by an employer Signatory to this agreement.

Effective 6-1-2021 all members dispatched shall be required to have completed 8 hours of training within the preceding twelve months and possess a UBC fall protection card and shall assure that it remains current while being employed by an employer Signatory to this agreement.

10. **FOREMAN** shall receive **7%** per hour above the journeyman wage classification working under them. **GENERAL FOREMAN** shall receive **14%** per hour above the journeyman wage classification working under them. **Tentative Agreement 5-7-2019**
  11. **Housekeeping**, the chairpersons and or their appointees shall work together to perform formatting, update to reflect current apprenticeship standards and clean-up on the final document provided that the modifications do not modify the intent of the agreement. **Tentative Agreement 5-16-2019**
  12. **Regarding Vacation Deduction that was TA'd. Year 1 \$0.00, Year 2 \$0.25, Year 3 increase \$0.25 (\$0.50 total) Tentative Agreement 5-16-2019**
-

1-Jun-19	Current General Carpenter	Increase	% Increase	General Carpenter	General Pile Driver	Heavy Carpenter	Heavy Pile Driver
Wage	\$28.71	\$1.78	6.20%	\$30.49	\$31.69	\$35.47	\$36.66
Health and Welfare	\$5.75	\$0.45	7.83%	\$6.20	\$6.20	\$6.20	\$6.20
Pension	\$7.43	\$1.00	13.46%	\$8.43	\$8.43	\$8.43	\$8.43
401(k)	\$2.60	-\$1.00	-38.46%	\$1.60	\$1.60	\$1.60	\$1.60
Apprenticeship (1.4%)	\$0.62	\$0.03	5.01%	\$0.65	\$0.65	\$0.65	\$0.65
<b>Total Package</b>	\$45.11	\$2.26	5.01%	\$47.37	\$48.57	\$52.35	\$53.54
1-Jun-20	6/1/19 General Carpenter	Increase	% Increase	General Carpenter	General Pile Driver	Heavy Carpenter	Heavy Pile Driver
Wage	\$30.49	\$1.42	4.66%	\$31.91	\$33.17	\$37.12	\$38.37
Health and Welfare	\$6.20	\$0.20	3.23%	\$6.40	\$6.40	\$6.40	\$6.40
Pension	\$8.43	\$0.25	2.97%	\$8.68	\$8.68	\$8.68	\$8.68
401(k)	\$1.60	\$0.00	0.00%	\$1.60	\$1.60	\$1.60	\$1.60
Apprenticeship (1.4%)	\$0.65	\$0.03	4.00%	\$0.68	\$0.68	\$0.68	\$0.68
<b>Total Package</b>	\$47.37	\$1.90	4.00%	\$49.27	\$50.53	\$54.48	\$55.73
1-Jun-21	6/1/20 General Carpenter	Increase	% Increase	General Carpenter	General Pile Driver	Heavy Carpenter	Heavy Pile Driver
Wage	\$31.91	\$1.50	4.70%	\$33.41	\$34.72	\$38.87	\$40.17
Health and Welfare	\$6.40	\$0.25	3.91%	\$6.65	\$6.65	\$6.65	\$6.65
Pension	\$8.68	\$0.20	2.30%	\$8.88	\$8.88	\$8.88	\$8.88
401(k)	\$1.60	\$0.00	0.00%	\$1.60	\$1.60	\$1.60	\$1.60
Apprenticeship (1.4%)	\$0.68	\$0.03	4.01%	\$0.71	\$0.71	\$0.71	\$0.71
<b>Total Package</b>	\$49.27	\$1.98	4.01%	\$51.25	\$52.56	\$56.71	\$58.01