

# Tentative Agreement between the PNWRCC and the NWCCA

5-21-2019

## 1. Modification to Article 2.04

"The 120<sup>th</sup> meridian shall divide the covered territory into two geographic areas known as Western Washington and Eastern Washington. Each area shall have its own schedule of wages and benefits."

## 2. Modification to Article 8.05

"The Union shall promptly notify the Trustees of the Joint Labor-Management Trusts of any new signatory-contractor whose work is covered by this Agreement. A new signatory-contractor is any entity that is entering into an agreement for the first time that covers work within the scope of this agreement. All new signatory-contractors are required to post a fringe benefit surety bond in the following amount: \$10,000 surety bond if the new signatory-contractor has 1-10 employees; \$35,000 surety bond if the new signatory-contractor has 11-50 employees; and, \$100,000 if the new signatory-contractor has more than 50 employees. The Board of Trustees is authorized as a term of this agreement to require any signatory contractor who becomes ninety (90) days delinquent in tendering Trust payments to post a bond as determined by the trustees."

## 3. Modification to Article 9.02

"The dispute shall be referred to a Board of Conciliation within fifteen (15) working days from the date of the attempted resolution in Step One. The Board shall meet within fifteen (15) working days of the date the matter is referred to them. This Board shall consist of two (2) persons from the Employer and two (2) persons from the Union who have no direct involvement in the dispute, appointed by each party. If a decision is achieved, the Board's decision shall be final and binding on all parties and affected employees. If these four (4) persons cannot achieve a majority decision within seven (7) working days after the dispute has been referred to them, the matter may proceed to Step Three if advanced by the filing party within fifteen (15) working days from that date."

## 4. Modification to Article 15.04

"The Parties will request that the JATC notify the Union, the apprentice's last employer and the NWCCA whenever the JATC suspends or terminates an apprentice from the program"

## 5. Modification to Article 16.03

"Any terms and conditions other than those contained in this Agreement must be by mutual agreement between the Union and the Northwest Wall and Ceiling Contractors Association and reduced to writing at a Joint Labor/Management meeting."

## 6. Modification to Schedule A

Capitalize "Association" and strike ~~No apprentice shall go beyond six months exception for pension contributions and no employee shall go beyond twelve months exception for pension~~

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contribution. And replace with the following “No pension contributions are required on Apprentices during the 1<sup>st</sup> period of the apprenticeship program.”

## 7. Modification to Article 10 Dispatch

**10.01** Employees may solicit work from the Employer. In the event the Employer hires the employee directly, the Employer will contact the Union’s Central Dispatch office for dispatch slip. The Employer may call the Union for referral of employees and the Union shall refer employees in the manner set forth in this Article. The Union shall have at least one work day from the time of the order within which to refer employees. If the order is not filled within that time or such later time as may be specified by the Employer, the Employer may hire from any other source. The Employer shall immediately notify the Union of the name, address and last four digits of the social security number of any employee hired from such outside source. All employees dispatched shall be prepared to present I-9 documentation when reporting to work. All employees shall comply with State and Federal requirements for employment.

**10.03.1.** Whenever the Employer requests a worker by name to a particular job, the **Employer** shall be responsible for contacting ~~to obtain a dispatch slip from the Union~~ for a dispatch slip which includes wages, benefits, travel or other compensation applicable to the job. Dispatch slips may be faxed or emailed directly to the Employer’s office. The Union and Employer reserve the right to correct any inaccurate dispatch. A corrected dispatch shall not result in a liability for an Employer of more than twenty-one (21) calendar days prior to correction.

**10.03.2** The Employer agrees to notify the Union by fax or e-mail of the number of represented employees and their names who were employed during that month. Rosters shall be emailed to [dispatch@nwcarpenters.org](mailto:dispatch@nwcarpenters.org) or faxed to 253-945-8875.

## 8. Modification to Article 11.07 Double-time

**Existing Contract Language for 11.07(a), (b).**

c) On Saturday, and on the fifth weekday of a four ten workweek (except when worked as a straight time make-up day per 11.01(a) or (b)), the **first ten (10)** ~~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.

## 9. DISCRIMINATION & HARASSMENT FREE WORKPLACE

Add the following language to Section 9.01:

“In cases of alleged violation, misunderstandings or differences in interpretation or application of this Agreement, there shall be no cessation or stoppage of work. The Parties agree that all claims, individually and collectively, related to state or federal statutory claims for discrimination, retaliation, wages, overtime, meal and rest periods, or sick leave claims shall use the grievance and arbitration procedures in this section as the sole and exclusive forum for violations. This includes, but is not limited to, claims under Title VII of the Civil Rights Act, the Americans with Disabilities Act, Washington Law Against Discrimination,

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Fair Labor Standards Act, Washington Industrial Welfare laws (RCW 49.12), Washington Minimum Wage laws (RCW 49.46), Washington Wage Deduction laws (RCW 49.52), Washington's prevailing wage laws (RCW 39.12), or any other similar laws, rules, or regulations. This clause shall not limit an employee's rights or remedies available under the law. Both parties pledge their immediate cooperation to eliminate the above-mentioned possibilities, and the following procedure is adopted for this purpose. To be valid a grievance must be filed no later than fifteen (15) working days of the occurrence or knowledge but in no event later than thirty (30) working days from the actual event, except as provided herein. Working days are Monday through Friday not counting any listed Holidays.

(a) **Reporting Grievances related to Statutory Claims (e.g. discrimination, harassment, wages, etc.).** The employee must file a complaint with a union representative within thirty (30) working days of the alleged violation. The Union must then file a grievance within fifteen (15) working days from the notice of violation.

(b) **Investigating Harassment.** The Employer and the Union recognize the need to promptly report and investigate all allegations of harassment, discrimination and/or retaliation in the workplace.

#### 10. Modification to 16.03.01

16.03.1 Any contractor signatory to the Western Washington Wall & Ceiling agreement, either through the collective bargaining agreement, the compliance Agreement or Project Agreement shall be required to pay all economic costs (wages, benefits, Industry Fund) associated with this Agreement. With the exception of a onetime only, first (1<sup>st</sup>) full compliance labor agreement that exempts a (one) project currently under contract to a Prime Contractor or an Owner to the new signatory contractor if the Union enters into a non-residential agreement applicable to work covered by this Agreement which contains lesser wages or fringe benefits or industry fund, or more favorable terms and conditions than provided therein, the Employer party to this Agreement shall be permitted to pay such lesser wages or benefits and work under such terms and conditions; provided, however, that this paragraph shall not be applicable to any special job agreements which the Union enters into for the purpose of permitting an Employer party to this Agreement to compete against a non-union contractor or contracts established by International unions.

11. **Parking** Modify 14.03 as follows;

#### 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.

12. Commercial wages for the Western Washington Jurisdiction of the Agreement.

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| Current Total Package (2018-2019) | 4-Year Agreement 2019-2023 | Combined Total Package | Combined Total Increase | % Increase    |
|-----------------------------------|----------------------------|------------------------|-------------------------|---------------|
| \$42.36                           | Wage- Journeyman Rate      | \$53.15                | \$10.79                 | 25.46%        |
| \$7.96                            | Health and Welfare         | \$8.16                 | \$0.20                  | 2.51%         |
| \$7.32                            | Pension                    | \$7.95                 | \$0.63                  | 8.61%         |
| \$0.84                            | Apprenticeship             | \$0.98                 | \$0.14                  | 17.07%        |
| <b>\$58.48</b>                    | <b>Total Package</b>       | <b>\$70.24</b>         | <b>\$11.76</b>          | <b>20.11%</b> |

**20.11%** *Combined Increase to Total Package Over 4-Years*

| Year 1       | 2019-2020             | Proposed Package | Proposed Increase | % Increase   |
|--------------|-----------------------|------------------|-------------------|--------------|
| <b>6.78%</b> | Wage- Journeyman Rate | \$45.92          | \$3.56            | 8.39%        |
|              | Health and Welfare    | \$8.06           | \$0.10            | 1.26%        |
|              | Pension               | \$7.59           | \$0.27            | 3.69%        |
|              | Apprenticeship        | \$0.87           | \$0.03            | 4.07%        |
|              | <b>Total Package</b>  | <b>\$62.44</b>   | <b>\$3.96</b>     | <b>6.77%</b> |

| Year 2       | 2020-2021             | Proposed Package | Proposed Increase | % Increase   |
|--------------|-----------------------|------------------|-------------------|--------------|
| <b>4.00%</b> | Wage- Journeyman Rate | \$47.92          | \$2.01            | 4.37%        |
|              | Health and Welfare    | \$8.16           | \$0.10            | 1.24%        |
|              | Pension               | \$7.95           | \$0.36            | 4.74%        |
|              | Apprenticeship        | \$0.91           | \$0.04            | 4.00%        |
|              | <b>Total Package</b>  | <b>\$64.94</b>   | <b>\$2.50</b>     | <b>4.00%</b> |

| Year 3       | 2021-2022             | Proposed Package | Proposed Increase | % Increase   |
|--------------|-----------------------|------------------|-------------------|--------------|
| <b>4.00%</b> | Wage- Journeyman Rate | \$50.48          | \$2.56            | 5.35%        |
|              | Health and Welfare    | \$8.16           | \$0.00            | 0.00%        |
|              | Pension               | \$7.95           | \$0.00            | 0.00%        |
|              | Apprenticeship        | \$0.95           | \$0.04            | 4.00%        |
|              | <b>Total Package</b>  | <b>\$67.54</b>   | <b>\$2.60</b>     | <b>4.00%</b> |

| Year 4       | 2022-2023             | Proposed Package | Proposed Increase | % Increase   |
|--------------|-----------------------|------------------|-------------------|--------------|
| <b>4.00%</b> | Wage- Journeyman Rate | \$53.15          | \$2.66            | 5.28%        |
|              | Health and Welfare    | \$8.16           | \$0.00            | 0.00%        |
|              | Pension               | \$7.95           | \$0.00            | 0.00%        |
|              | Apprenticeship        | \$0.98           | \$0.04            | 4.00%        |
|              | <b>Total Package</b>  | <b>\$70.24</b>   | <b>\$2.70</b>     | <b>4.00%</b> |

13. Low rise wages shall remain frozen for the duration of the agreement T/A 5-21-2019

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14. High rise construction wages shall increase at the same % as the Commercial wage T/A 5-21-2019

15. Effective June 1, 2019 in Eastern Washington Jurisdiction of the Agreement T/A 5-21-2019

a. Wages and Benefits shall reflect the rates stated in the Inland NW AGC Agreement

16. Effective June 1, 2020 in Eastern Washington Jurisdiction of the Agreement T/A 5-21-2019

a. Wages and Benefits shall reflect the rates stated in the Inland NW AGC Agreement

17. Effective June 1, 2021 in Eastern Washington Jurisdiction of the Agreement T/A 5-21-2019

a. Wages and Benefits shall reflect the rates stated in the Inland NW AGC Agreement

18. Industry Fund T/A 5-21-2019

Industry Fund shall include the training Fund contributions and shall be paid in addition to the total package and may be changed at the will of the Association, any changes will be updated on the appropriate Schedule "A" prior to implementation.

19. Wage Increases T/A 5-21-2019

Increases will be effective the first pay period each year after the increase is due.

Labor Chair  5-21-2019

Management Chair  5/21/19

Labor Chair \_\_\_\_\_  
Management Chair \_\_\_\_\_