

# Tentative Agreement (T/A)

## PACIFIC NW REGIONAL COUNCIL OF CARPENTERS

### ASSOCIATED WALL AND CEILING BUREAU OF OREGON & SOUTHWEST WASHINGTON

1. Adopt Additional Classifications along with additional descriptions Under Definitions (T/A 5-21-2019)  
General Foreman- (change from Foreman A) shall be defined as a Foreman with a current OSHA 30 Certificate that supervises more than one foreman led crew.

Foreman- (change from Foreman B) shall be defined as a Working member that directly or indirectly supervises 5 or more members working under the Collective Bargaining.

2. Section 2.2. Out-Of-Work List; Additional Clarifying Language for dispatch eligibility. (T/A 5-21-2019)

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 (<https://www.nwcarpenters.org/for-partners/dispatch-call-out-sheets/>). The contractor shall submit a Call Out Sheet 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. Members in Arrears shall be expected to provide to their home local, within 10 working days after dispatch, or as requested by the home local, proof of Good standing.

3. Modify to increase overtime rate ARTICLE 3 OVERTIME (T/A 5/30/2019)

#### SECTION 3.3

- i. During weekdays any work performed before or after regular approved eight (8) hour shift, up to four (4) hours per shift, shall be paid for at one and one-half (1-1/2) times the regular hourly rate, however, work performed on Saturday will be one and one-half (1-1/2) times the regular rate of pay up to ten (10) hours except as provided under Special Conditions, Section 3.5 of this Article. All additional hours when worked on Saturday over ten (10) hours shall be paid at double (2x) times the regular hourly rate.

4. Unlawful Discrimination & Harassment Free Workplace/Government Requirements (T/A 5-21-2019)

The parties recognize and agree that the discrimination against and the harassment of an individual because of the individual's gender, race, religion, age, national origin or disability, and other state or federally protected class is adverse to the interest of both the Union and Employer. The parties, therefore, jointly declare such harassment in any form is strictly prohibited and constitutes grounds for discipline.

5. PAYROLL Procedures ARTICLE 13 NEW LANGUAGE (T/A 5-23-2019)

A. Schedule: Employees shall be paid in full once each week (on the same day per contractor), 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 or metered date not later than two (2) business days prior to the established payday.**
4. **Pay Cards- Employee may with written authorization, authorize employer to provide payment of wages by VISA pay card. Pay card must allow employee one (1) withdrawal per pay period at banks who honor VISA with no fee or charge. Employers agree to card replacement at no charge to employee.**

**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 thirty (30) days from the pay period in question. No penalty shall accrue up to 2 business days after an employer is made aware of claim in writing.**

**E. Penalty: If the payment is not made expressly as provided herein, then the employee shall be paid eight (8) 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 or metered mail date 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.**

**4. TRAVEL ARTICLE 17, SECTION 17.2 Increase Rates (T/A 6/19/2019)**

- |                                    |                                    |                                      |
|------------------------------------|------------------------------------|--------------------------------------|
| a. \$0.00                          | d. <del>\$2.00</del> <b>\$0.00</b> | g. <del>\$10.00</del> <b>\$12.00</b> |
| b. <del>\$1.25</del> <b>\$0.00</b> | e. <del>\$3.00</del> <b>\$6.00</b> |                                      |
| c. <del>\$1.70</del> <b>\$0.00</b> | f. <del>\$5.00</del> <b>\$9.00</b> |                                      |

**5. APPRENTICESHIP PERCENTAGE RATES. (T/A 6/19/2019)**

**June 2019      June 2020**

HH DH

First Period	50%	<u>60%</u>
Second Period	58%	<u>65%</u>
Third Period	64%	<u>70%</u>
Fourth Period	70%	<u>75%</u>
Fifth Period	76%	<u>80%</u>
Sixth Period	82%	<u>85%</u>
Seventh Period	88%	<u>90%</u>
Eighth Period	94%	<u>95%</u>

Current Total  
Package  
(2018-2019)

\$37.93  
\$7.69  
\$7.92  
\$0.93  
\$54.47

10.24%

**5-Year Agreement  
2019-2024**

**Wage-** Drywall Lather Taper  
**Health and Welfare**  
**Pension**  
**Apprenticeship** (1.7%)  
**Total Package**

**Combined  
Total Package**

\$43.41  
\$7.69  
\$7.92  
\$1.02  
\$60.05

**Combined  
Total Increase**

\$5.48  
\$0.00  
\$0.00  
\$0.10  
\$5.58

*Combined Increase to Total Package Over 5-Years*

**Year 1**

**5.00%**

**2019-2020**

**Wage-** Drywall Lather Taper  
**Health and Welfare**  
**Pension**  
**Apprenticeship** (1.7%)  
**Total Package**

**Proposed Package**

\$40.60  
\$7.69  
\$7.92  
\$0.97  
\$57.19

**Proposed  
Increase**

\$2.67  
\$0.00  
\$0.00  
\$0.05  
\$2.72

**Year 2**

**5.00%**

**2020-2021**

**Wage-** Drywall Lather Taper  
**Health and Welfare**  
**Pension**  
**Apprenticeship** (1.7%)  
**Total Package**

**Proposed Package**

\$43.41  
\$7.69  
\$7.92  
\$1.02  
\$60.05

**Proposed  
Increase**

\$2.81  
\$0.00  
\$0.00  
\$0.05  
\$2.86

**Year 3**

**2021-2022**

\*\*\*\*OPEN\*\*\*\*

**Proposed Package**

**Proposed  
Increase**

**Year 4**

**2022-2023**

\*\*\*\*OPEN\*\*\*\*

**Proposed Package**

**Proposed  
Increase**

**Year 5**

**2023-2024**

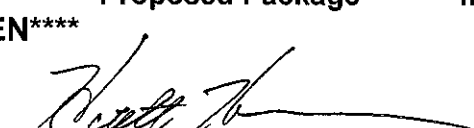
\*\*\*\*OPEN\*\*\*\*

**Proposed Package**

**Proposed  
Increase**

  
\_\_\_\_\_  
Dan Hutchins, Director Contract Administration  
Pacific NW Regional Council of Carpenters

Date: 6-19-2019

  
\_\_\_\_\_  
Heath Hansen, Bargaining Chair  
Association of Wall & Ceiling Contractors

Date: 6/19/2019