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EASTERN WASHINGTON

NORTHERN IDAHO

AREA COLLECTIVE BARGAINING AGREEMENT

Between

THE INLAND NORTHWEST AGC

(a Chapter of the Associated General Contractors of America, Inc)

and

THE WESTERN STATES REGIONAL COUNCIL OF CARPENTERS

(Carpenters – Millwrights – Pile Drivers)

Effective 6-1-2025 to 5-31-2028

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PREAMBLE

THIS AGREEMENT is a Successive Principle Agreement to the Eastern Washington and Northern Idaho Carpenters 2022 – 2025 Agreement and all other prior Agreements thereto by and between the above-named parties (or their predecessor organizations).

This is an Area Collective Bargaining Agreement between the Inland Northwest AGC (a Chapter of the Associated General Contractors of America, Inc.) (referred to as the "Employer"), and the Western States Regional Council of Carpenters and Local Unions of the United Brotherhood of Carpenters and Joiners of America, (referred to as the "Union"), and shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein the territory of Eastern Washington and Northern Idaho.

ARTICLE I
PURPOSES

1.1 The purposes of this Agreement are to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in Highway, Heavy and Building construction work in the area affected by this Agreement, to prevent avoidable delays and expenses, generally to encourage a spirit of helpful cooperation between the Employer and the Employee Groups to their mutual advantage.

1.2 The person signing this Agreement on behalf of each Employer warrants and guarantees his authority to act for and bind such Employer. Each person signing this Agreement on behalf of the Union warrants and guarantees his authority to act for, bind, and collectively bargain for and on behalf of the Union.

ARTICLE 2
PARTIES

2.1 This Agreement shall apply to all Building, Heavy, Highway Construction (except residential construction) coming within the recognized jurisdiction of the Western States Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, and the signatory Local Unions, and individual members thereof, except that it shall not apply to Superintendents, Master Mechanics, Civil Engineers, Timekeepers, Messengers, Guards, Confidential Employees, Clerks or other office employees.

2.2 The Union is recognized as the sole bargaining agent for employees covered by this Agreement.

ARTICLE 3
MANAGEMENT'S RIGHTS

3.1 The Employers retain full and exclusive authority for the management of their operations. The Employers shall direct their working forces at their sole prerogative, which includes but is not limited to hiring, promotion, transfer, layoff or discharge. No rules, customs, or practices, shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employers shall utilize the most efficient methods or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design. The Employers shall schedule work, and shall determine when overtime will be worked, and the number of employees to be utilized.

3.2 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employers, therefore, retain all legal rights not specifically covered by this Agreement.

ARTICLE 4

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NO STRIKES - NO LOCKOUTS

4.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the full utilization of the grievance procedure set up in Article 14, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

ARTICLE 5
TERRITORY COVERED

5.1 This Agreement shall cover all Highway, Heavy and Building Construction work in the following counties or parts of Counties East of the 120th Meridian: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant (including area west of the 120th meridian) Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman, and Yakima, in the State of Washington; and Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and north of the 46th parallel of Idaho County in the State of Idaho.

ARTICLE 6
UNION SECURITY

6.1 All employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in Article 2 shall, as a condition of employment, become members of the appropriate Local Union within eight (8) days following the date of their employment, and shall remain Members in good standing during the term of this Agreement. "Good standing" for the purpose of this Agreement is interpreted to mean all employees shall maintain their Membership with the current month's dues paid in their Local Union. When an employee fails to tender to their Local Union such initiation fees or periodic union dues as are required for good standing membership, the Employer will, upon written request from the Union, dismiss the employee at the close of the shift.

6.2 Union Security, shall not be applicable on work within the state of Idaho until the repeal or modification of the Idaho Right-to-Work law enabling the legal implementation of the clause, at which time the clause shall automatically become applicable to work performed within the state of Idaho.

ARTICLE 7
SCOPE OF AGREEMENT/CRAFT JURISDICTION

7.1 **Scope of Work Language.** The parties acknowledge that they have been unable to reach agreement on the scope of work language. To resolve this issue, the parties agree to meet monthly via Zoom or another mutually agreed-upon virtual platform for the purpose of finalizing the scope of work language. Any scope of work language agreed upon by the parties shall be deemed incorporated into this Agreement, shall apply retroactively to the effective date of this Agreement, and shall remain in effect for the full term of the Agreement unless otherwise modified by mutual written agreement of the parties.

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ARTICLE 8
SUBCONTRACTING

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

8.2 In the areas of drywall, acoustical, wood framing, and insulation, if the Employer is unable to find qualified Union subcontractors, Article 8 will be waived by mutual agreement after review of the bids by the Union under the following conditions:

8.2.1 If the contractor receives three (3) union subcontractor bids on any one segment of work (drywall, acoustical, wood framing, and insulation) referenced above, the contractor will select and use one of the union subcontractors.

8.2.2 If three (3) union subcontractor bids are not received on any segment of work (drywall, acoustical, wood framing, and insulation) referenced above, then the Employer may use the non-signatory subcontractor provided the non-signatory subcontractor's bid is more than 5% lower than the lowest Union subcontractor bid; this bid may be used by the Employer, provided the non-signatory subcontractor is an established licensed contractor who has operated within the territory of the Agreement.

8.3 Exemptions beyond these areas as referenced in Section 8.2 must be agreed to by the Union prior to the start of work.

8.4 Whenever the Employer is obligated to satisfy MBE-WBE or other governmental subcontracting requirements, the Union and the Employer will agree to waive this provision in the event an Employer and Union are unable to find qualified Union subcontractors prior to the bid opening. This provision shall not be implemented with any intent other than to meet governmental subcontracting requirements.

8.5 It is understood that this Article applies only to work jurisdiction claimed by the United Brotherhood of Carpenters and Joiners of America.

ARTICLE 9
HOURS OF WORK - SHIFTS - OVERTIME

9.1 The work week will start with the first shift on Monday and conclude with the third shift on Friday. Eight (8) hours per day shall constitute a standard workday between the hours of 6:00 a.m. and 6:00 p.m. with a one-half (½) hour unpaid lunch period. Hours of work may be changed by the Employer with twenty-four (24) hour prior notification to the Union. Forty (40) hours per week, Monday through Friday, shall constitute a regular work week.

9.2 Employees will be at their place of work, ready for work, at the start of the shift. The place of work shall be defined as the gang or toolbox or equipment at the employee's assigned work location. Dry and/or lunch shacks (for clarification, see SCHEDULE "C" Carpenters Work Rules) and/or check-in locations shall be placed as near the gang box or work location as possible. Crews on shift will be given adequate time to gather up their tools before quitting time. Employees being terminated or laid off shall be given adequate time to collect tools and belongings prior to the end of the shift. On jobs where the Employer or owner prohibits private vehicles beyond a designated area, the Employer will furnish a man haul or permit the employees sufficient time to walk to the parking lot by quitting time.

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9.3 Work performed in excess of eight (8) hours per day Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half (1 ½) the straight time rate. All work performed on Sundays and Holidays and after twelve (12) hours per day shall be paid at double (2) the straight time rate of pay. In no case shall overtime pay exceed double the straight time rate of pay. The Employer shall have the sole discretion to assign overtime work to employees with consideration of retention of the Job Steward (See Article 13).

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

9.4.1 **Two Daylight Shift Operations:** On a two consecutive shift operation, no shift differential 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) days' notice to the Union.

9.4.2 **Three Shift Operation:** On a three-shift operation, the following shall apply:

FIRST SHIFT: The regular hours of work on the first shift of multiple shift operations shall be eight (8) hours of continuous employment except for the lunch period at mid-shift, between the hours of 6:00 a.m. and 6:00 p.m.

SECOND SHIFT: The second shift shall be seven and one-half (7 ½) hours of continuous employment except for the lunch period at mid-shift, and shall be paid for eight (8) hours at the straight-time hourly rate.

THIRD SHIFT: The third shift shall consist of seven (7) consecutive hours of employment, except for the lunch period at mid-shift, between the hours of 12:30 a.m. and 8:00 a.m., and shall be paid for eight (8) hours at the straight-time hourly rate.

9.4.3 **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 by mutual agreement a special shift may be worked at the straight-time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

If employees are called back to the job without receiving an eight (8) hour break between shifts, they shall continue at the applicable overtime rate.

A Special Shift Premium for prevailed work in Washington is a basic hourly rate plus $2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency, or the contract specifications require that more than four (4) hours of the special shift can only be performed outside the normal 6 AM – 6 PM shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an Employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status.

9.5 Option for 4-Ten Hour Shift:

The Employer may, at his option, establish a first and/or second shift consisting of ten (10) hours of work, exclusive of a one-half (½) hour non-paid lunch period per day, that shall constitute a normal forty (40) hour work week, provided that it does not conflict with Federal, State or local regulations or laws. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other, subject to the limitations that it will give the Union at least three (3) calendar days' notice of such change and maintain such shift for a minimum of one (1) work week. All hours of work on these shifts shall be paid for at the basic straight-time hourly wage and fringe rate, overtime will apply after ten (10) hours. No ten-hour second shift may be established without a preceding ten-hour first shift. (Also see Article 17)

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9.6 In the event the job is down for any reason beyond the Employer's control, including holidays as defined by Article 11, then Friday may, at the option of the Employer, be worked as a voluntary make-up (no employee shall be terminated for refusal to work a make-up day).

9.7 **Weekend Shutdowns**:

Where the work is started and completed within a period between 12:00 p.m. Friday night and 8:00 a.m. the following Monday morning, all work will be performed at the time and one-half (1½) the applicable rate.

9.8 On a project working a makeup day, if one (1) carpenter is paid overtime, all affected Carpenters will be paid the applicable overtime rate.

ARTICLE 10
LUNCH AND REST PERIODS

10.1 Employees shall not be required to work more than five (5) hours from the start of their shift without a one-half (½) hour (nor more than one (1) hour) break for lunch. This period shall not begin earlier than three and one-half (3 ½) hours after the start of the shift and shall not begin later than five (5) hours after the start of the shift. If they are required to work past this time and they are denied the time to eat, they shall be paid at the applicable overtime rate until such time as they are allowed to eat their lunch. If not allowed to eat lunch, employees will be paid an additional one-half (½) hour of overtime. Employees required to work more than two (2) hours after the end of the regular shift shall be allowed to at least one-half (½) 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 lunch by the Employer.

10.2 Employee's lunch period may be staggered during the period of three and one-half (3 ½) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

10.3 Employees shall be allowed a rest period of not less than 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 workstation when reasonable. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for every 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.

Shift length	Rest breaks	Meal breaks
2 hours or less	0	0
2 hours 1 min – 4 hours	1	0
4 hours 1 min – 6 hours	1	1
6 hours 1 min – 10 hours	2	1
10 hours 1 min – 12 hours	3	2

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ARTICLE 11
HOLIDAYS

11.1 The following seven (7) days shall constitute the recognized holidays within the terms of this Agreement. If any of the following holidays fall on a Sunday, Monday will be observed as the holiday. If any holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. The holiday shall be the twenty-four (24) hour period commencing with the established starting time of the day shift on the day of the holiday.

New Year's Day	**Thanksgiving Day**
Memorial Day	**Friday after Thanksgiving**
Independence Day	**Christmas Day**
Labor Day	

11.2 No work shall be performed on Labor Day except to save life or property.

ARTICLE 12
PAY DAY

12.1 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.

12.2 Methods: At the election of the Employer one of the following options of payment will be utilized:

1. By negotiable check made on a 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.

12.3 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.

12.4 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.

12.5 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 an employee's bank account, the employer's bank statement Electronic Fund Transfer (EFT) effective date shall serve as the cutoff for any penalty.

12.6 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

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second time in any four (4) week period, the make-up check and all subsequent payments shall be by money order or certified check.

12.7 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 by regular mail or direct deposit.

SECTION 2. MID-PAY PERIOD EMPLOYMENT SEPARATION

12.8 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 of 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.

12.9 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 13
UNION REPRESENTATIVES & JOB STEWARDS

13.1 The Authorized and Credentialed Representatives of the Union having jurisdiction over the work covered by this Agreement shall be allowed admission to any job at any time for the purpose of investigating conditions on the job; provided, however, that they shall give notice to the office or superintendent of the job.

13.2 The Union shall submit in writing to the Employer the names of its job Stewards, whenever possible, and such changes of job Stewards as may occur from time to time, and the Employer shall recognize such job stewards selected by the Union. Oral notification of Job Stewards will be acceptable whenever written notice is not practical.

13.3 Every job steward shall perform work for the Employer to the same extent as other employees; however, a Job Steward may take reasonable time off from his/her regular duties when an employee (or group of employees) desires to take up with the Job Steward any matter which is believed to be in violation of this Agreement. In such cases, before leaving his/her work area, the Job Steward shall inform his/her immediate supervisor where he/she wishes to go and shall secure permission to leave. The Steward shall also report back to the supervisor on his/her return.

13.4 When forces must be reduced, if all other considerations are equal, the Steward shall not be discharged except for just cause and shall remain on the job provided that there are at least four (4) Carpenters on the project. When a Job Steward must be laid off or discharged, the Union will be notified forty-eight (48) hours prior to such action. A Job Steward will be given a reasonable amount of time to take up his/her report once a week.

13.5 Each shift may have a Job Steward. No Job Steward shall be allowed to solicit Membership in his/her organization on the job during working hours. No Job Steward is authorized to collect any monies from any employee. No Job Steward will be discharged by the Employer because of his/her Union activities.

13.6 Stewards are not authorized to threaten, direct or cause a work stoppage or slowdown.

ARTICLE 14
SETTLEMENT OF DISPUTES & GRIEVANCES

14.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance procedure

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as set forth below, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

14.2 **STEP 1:** 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 same shall promptly (not later than five (5) working days), be referred to the Authorized Representative of the Union and the Employer or his/her authorized representative. Should they fail to effect a settlement:

STEP 2: They shall refer the matter to a Board of Conciliation within fifteen (15) working days of which Board shall consist of two (2) persons appointed by each party, and if these four (4) persons cannot effect a settlement within seven (7) days after the dispute has been referred to them:

14.3 **STEP 3:** An Arbitration Committee, consisting of one (1) representative of the company, one (1) representative of the Union and a third member to be chosen by these two (2). In the event the two (2) representatives designated by the parties shall be unable to agree upon the third member of the Arbitration Committee within ten (10) days, the Federal Conciliation Service, State Mediation or the American Arbitration Association shall be requested to submit a list of qualified and approved arbitrators, one of which shall be selected to act as a third member of the Committee, in accordance with the rules of the agency that submits the panel. This decision shall be final and binding upon the parties hereto. Any decision rendered shall be within the scope of this Agreement and shall not change any of its terms or conditions. The arbitrators shall, in their decision, specify whether or not the decision is retroactive and the effective date thereof.

14.4 Failure of either party to select their representative for the purpose of arbitrating a dispute upon this section within thirty (30) days from the date such arbitration is requested shall result in the dispute being adjusted in favor of the complaining party.

14.5 Any mutual expense incurred in the process of arbitration shall be borne equally by the Employer and the Union.

14.6 It is further understood that the grievance procedure above set forth shall not be used for the purpose of arriving at an agreement to supersede this Agreement.

14.7 By mutual agreement the aforementioned time-frames in this article may be waived or extended.

14.8 Failure of an Employer to pay wage, travel, or other negotiated fringe payments as outlined in this Agreement is a violation of this Agreement and not subject to grievance procedure as outlined in this Article 14. In the event of violation and after seventy-two (72) hour notice to the Employer, the Union may take economic action against such Employer to collect such monies owed, including attorney fees, liquidated damages (not to exceed 10%) and audit fees.

ARTICLE 15
JURISDICTIONAL DISPUTES

15.1 The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes pending settlement by the following outlined procedures.

15.2 The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows:

15.3 Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record. Decisions of record are applicable to all trades. Agreements of record are applicable only to the parties signatory to such agreements. Where no decision or agreement applies to the work, the Employer shall assign the disputed work in accordance with the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined

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ordinarily to mean the geographical jurisdiction of the local Building and Construction Trades Council in which the project is located.

15.4 If the disputed work cannot be satisfactorily settled between the Local Unions and the Employer, the Local Unions shall promptly submit the dispute to the International Unions who shall meet with the Employer to review the issues and settle the dispute.

15.5 It will be a violation of the Agreement by the Employer or by the Union if the Employer or the Union fails to abide by the decision reached under this procedure or by an arbiter or decision of record.

15.6 Craft jurisdiction is neither determined nor awarded by classification and/or scope of work appearing in any Labor Agreement.

ARTICLE 16
HEALTH, SAFETY AND ACCIDENT PREVENTION

16.1 The Employer shall comply with the Safety Standards for construction work in the State of Washington and the Idaho Minimum Safety Standards and Practices for Building and Construction Industry and Federal Safety Standards as required by law in the appropriate areas affected by this Agreement. This Agreement is not intended to, nor shall it be construed as creating, recognizing, or imposing, on the Union or its agents, any common law duties in the areas of safety. All foremen and general foremen shall carry a current first aid card.

16.2 In the event of an injury requiring hospitalization to an employee, the Employer shall notify the proper Steward and Union of the injury as soon as possible. Industrial reports received by the Employer are to be signed and processed immediately by the Employer.

16.3 Clean, cold, fresh drinking water and sanitary, disposable cups shall be kept in close proximity to the workers at all times. Ice to be furnished during hot weather upon request of the Business Representative.

16.4 Toilets, urinals, or latrines in clean and sanitary conditions shall be provided on all jobs according to State and Federal requirements.

16.5 To improve the general safety conditions on the job, the Employer will furnish clean and sanitary items of safety equipment and may require the employee drawing such equipment, to sign an authorization permitting a deduction as a deposit against the return of the equipment.

16.6 Rubber gear other than to normally turn foul weather and welding or burning protective equipment such as hoods, goggles, lens, leather welding gloves, and jackets, etc., shall be supplied on all jobs where needed, in suitable conditions and sizes to each worker. These may be charged to the worker who is to guarantee their return, regardless of condition. In case of intentional destruction, it will be charged to the employee.

16.7 **HAZARDOUS MATERIALS:**

Employers agree to abide, where applicable, by the most stringent provisions of the following regulations as they may pertain to a particular contract:

1) Federal Regulations
2) State Regulations
3) DOE Regulations in the area of the particular project.
4) Regulations of any other nuclear energy plant owner from whom the employer holds a construction contract.

Employers agree to plan work for the most even distribution of radiation/hazardous material exposure amongst the employees consistent with efficient utilization of the workforce.

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16.8 **HAZ-MAT MATERIALS:**

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification the person is working in as follows:

LEVEL D: + $.25 PER HOUR

Footnote: This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C: + $.50 PER HOUR

Footnote: This level uses an air-purifying respirator or additional protective clothing.

LEVEL B: + $.75 PER HOUR

Footnote: Uses the same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: + $1.00 PER HOUR

Footnote: This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

Where employees are required to wear glasses, the company shall furnish the required masked glasses.

Employees shall be paid HAZ-MAT pay in increments of four (4) and eight (8) hours.

ARTICLE 17
SHOW UP - STANDBY & CALL BACK

17.1 In the case of a work shutdown caused by inclement weather, the Employer shall be diligent in attempting to notify the employee by phone or other means as is practical. A prudent attempt at notification will relieve the Employer of his/her obligation under Article 17.2.

17.2 Employees who have not been given notice not to report to work at least two (2) hours prior to the normal starting time of their shift who report for work shall receive:

Inside the 20-mile Radius Zone*:	One (1) hour reporting pay
Outside the -20-mile Radius Zone*:	Two (2) hours reporting pay

*See Dispatch Point & Zone Centers section in Schedule A-I attached hereto.

17.3 Employees prevented from completing the shift due to inclement weather or other reasons outside the employer's control, after the one (1) hour minimum shall be paid for actual time worked and applicable fringes.

17.4 An employee prevented from completing the shift due to causes other than weather and equipment breakdown shall receive the following show-up pay: On eight (8) hour shift schedules after the one (1) hour or two (2) hour minimum an employee who works more than one (1) but less than two (2) hours shall receive two (2) hours pay; an employee works more than two (2) hours but less than four (4) hours shall receive four (4) hours pay; an employee who works more than four (4) hours shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation. On ten (10) hour shift schedules after the one (1) hour minimum or the two (2) hour minimum an employee who works more than (1) but less than five (5) hours shall receive five (5) hours of pay; an employee who works in excess of five (5) hours shall receive actual time worked.

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17.5 If an employee leaves of his/her own volition, he/she shall be paid for actual time worked at applicable straight and overtime rates.

17.6 EMERGENCY CALL OUT:

In the event, an employee has left the project and is called back to perform overtime work after his/her shift, or on Saturday, Sunday or holidays, such employee shall be paid a minimum of four (4) hours at the applicable overtime rate, applicable allowances and fringe benefits. All call out work over four (4) hours shall be paid for actual time worked, but at no time will an employee be required to work more than five (5) hours without an opportunity to eat lunch (lunch period provision to apply - Article 10).

ARTICLE 18
EQUAL EMPLOYMENT OPPORTUNITY

18.1 The parties to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders, and other rules and regulations governing civil rights to insure that there shall be no discrimination in employment against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.

18.2 The parties hereto recognize that the Employers compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties to this Agreement that provisions of this Agreement will be interpreted, applied, and enforced in a manner that will serve to assure compliance with project specifications as they relate to recruiting, training, and hiring.

ARTICLE 19
SAVINGS CLAUSE

19.1 If any provision of this Agreement or the application of such provisions shall, in any court or government action, be held invalid, the remaining provisions and the application shall not be affected. And provided further, that the parties shall immediately proceed to negotiate a valid provision, and Article 15 shall not apply to this Article.

19.2 The Employer and the Union may enter into Addendums covering work performed on Indian lands and under the control of Tribal Councils.

ARTICLE 20
PUBLIC WORKS PROJECTS
WASHINGTON AND IDAHO STATE

Public Works Projects - Davis Bacon Act & Related Statutes

20.1 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 pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40USC 276A as amended)) or established by the Industrial Commission of Washington pursuant to the provisions of Title 39 RCW (39.12) prevailing wages on public works - Washington State, Prevailing Wage on Public Works, the published hourly wage including fringe benefits (excluding Health and Security) set forth in said public award in effect at the time of bid shall apply for the first twenty-four (24) months from initial notice to proceed for work covered under the Employer's contract with the owner. Upon written request, the Employer will provide a copy of the notice to proceed to the Regional Council Representative. The fringe benefit contribution rates shall be those as established by the Master Agreement. In the event a Health and Security contribution rate increase exceeds forty (40) cents per

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hour, any additional amount will be deducted from the employee's wage rate. Notwithstanding the above, the project agreements may be mutually agreed upon to allow use of the pre-determined wage for the duration of a project to exceed twenty-four (24) months.

20.2 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.

20.3 The Employer will, 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 21
SPECIAL CONDITIONS

21.1 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 to meet and mutually agree to make such modifications to meet a specific need on a specific project.

21.2 In order to maximize the effect of this provision, all crafts will be requested to act uniformly. The general contractor shall request his/her subcontractors to comply with any modifications granted under this provision.

21.3 Whenever non-Union contractors are present on a bid list or negotiating for a job, this Article may be implemented upon request. Where no union bidders are present on a bid list, the Union will request union contractors to bid that work whenever possible. This Article will be denied to any non-signatory contractor or any double-breasted contractor. Any decisions concerning Special Conditions of this Agreement shall be final and binding on all parties. The Union shall establish a Work Preservation Committee ("WPC") to review any requests for variance from this Agreement in order to assure that signatory contractors and their union employees remain competitive in the relevant labor market. The goal is to have a flexible working structure for the WPC to allow it to quickly respond to needed changes in the marketplace. The WPC will give signatory contractors the tools they need to obtain work in geographical areas or in particular segments of the construction industry where they have not been able to successfully compete. For the contractor this tool will be used aggressively to increase work opportunities for union contractors and union members. WPC procedures shall be distributed to all signatory contractors requesting work preservation. The decisions of the WPC will be discussed during Inland Northwest AGC Labor Management Committee meetings.

ARTICLE 22
CRAFT SCHEDULES

22.1 The classifications for employees, wage rates, effective dates, health and security, pensions, training and other benefits funds, and other considerations of employment, shall be as provided in the separate schedules attached hereto and made a part of this Agreement.

22.2 An individual retirement plan, such as a 401K, 401A, or an annuity program, may be established by the Union, with the agreement of the Employer on an individual employee basis. Such a program shall be at no cost to the Employer. The plan participants will be responsible for all costs associated with the plan.

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ARTICLE 23
EFFECTIVE DATE AND DURATION

23.1 This Successive Principle Agreement shall become effective as provided in this Article when signed by the Inland Northwest AGC and the Western States Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America.

23.2 All workers covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the Schedules (including the Union's Wage and Benefit Schedule) attached hereto or incorporated by reference, and hereby made a part of this Agreement, and no other classifications or wage rates shall be recognized unless this Agreement shall be modified as provided for in the Schedules of this Agreement.

23.3 This amended Agreement shall become effective upon all work June 1, 2025, and shall remain in full force and effect until May 31, 2028, and from year to year thereafter unless notice is given in writing by the Union or the Employer to the other party.

23.4 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) days 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. The parties shall begin negotiations within thirty (30) days after receipt of any notice.

23.5 Any "Notice of Opening" or "Notice of Termination" given within sixty (60) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

ARTICLE 24
SUBSTANCE ABUSE POLICY

24.1 SUBSTANCE ABUSE POLICY

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.

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.

An acceptable Substance Abuse Program is contained in a separate addendum to this Area 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.

ARTICLE 25
LABOR AND MANAGEMENT COMMITTEE

25.1 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.

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ARTICLE 26
LIGHT DUTY RETURN TO WORK

26.1 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 total taxable 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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AGREEMENT DATED

JUNE 1, 2025 THROUGH MAY 31, 2028

EMPLOYER:

Inland Northwest AGC

(a Chapter of the Associated General Contractors of America, Inc.)

Print Name Clancy Welsh

Title Chairman Negotiating Committee

Signature DocuSigned by: C4A9B0529293449...

Print Name Cheryl Stewart

Title Inland NW AGC Executive Director

Signature Signed by: 8E269264D30045A...

UNION:

Western States Regional Council of Carpenters

Print Name Antonio Acosta

Title Regional Manager

Signature Signed by: 56F04087E8B6400...

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SCHEDULE A-I

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 the following tables.

Any increases not allocated in **Schedule A-I** below shall remain open for allocation by the Union between wages and/or benefit contributions, as reflected in the Union's Wage and Benefit Schedule, which is incorporated by reference herein, provided that no reallocation of benefit contributions shall endanger the financial health of any benefit fund. No allocations or reallocations shall extend beyond the expiration of this Agreement.

	WAGES EFFECTIVE		
	June 1, 2025	June 1, 2026*	June 1, 2027*
General Carpenter	$44.21	5.25% Increase	5% Increase
Heavy, Bridge, Dock & Wharf Carpenter	$48.21	TBD	TBD
Pile Drivers	$49.76	5.25% Increase	5% Increase
Divers	See Schedule A – III		
Millwright and Machine Erectors	Refer to the MEA		

	BENEFITS EFFECTIVE		
	July 1, 2025	June 1, 2026*	June 1, 2027*
Health & Welfare	$9.00	TBD	TBD
Pension	$5.91	TBD	TBD
401(k)	$1.60	TBD	TBD
Apprenticeship	$0.62	TBD	TBD
CITF	$0.15	TBD	TBD
Vacation Deduction	$0.56	TBD	TBD

***Refer to the Union's "Wage and Benefit Schedule," which is incorporated by reference into this Agreement as amended from time to time, for the current wages and benefits.**

MILLWRIGHT/PILE DRIVER FIRST INDUSTRY FUND

Millwright/Pile Driver First Each signatory employer shall contribute to the UBC Millwright Pile Driver Industry Revitalization, Safety and Training Trust (MW/PD First) the amount listed in the Wage and Benefit Schedule for each Millwright / Pile Driver hour worked by each Millwright / Pile Driver employee covered by this agreement. The employer will remit to the Western States Health & Welfare Fund and shall not be responsible for any administrative expenses to process contributions.

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FOREMAN/GENERAL FOREMAN IN ALL CLASSIFICATIONS:

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.

Training Requirements

All members shall be required to complete eight (8) hours of training annually. All members shall possess an OSHA 10 or OSHA 30 card, First Aid Training, and UBC Fall Protection and shall assure that it remains current while being employed by an employer Signatory to this agreement.

Should the classifications not provided for herein become involved, such classifications and the wage rates for same shall be negotiated by the Employer and the Union.

Any Carpenter, Millwright and Machine Erector, or Piledriver covered by this Agreement shall be supervised by a Foreman/General Foreman of their respective craft, when one is employed.

APPRENTICE RATES FOR ALL CLASSIFICATIONS

*First Period	650 – 1,000 hours - 60%
Second Period	650 – 1,000 hours - 65%
Third Period	650 – 1,000 hours - 70%
Fourth Period	650 – 1,000 hours - 75%
Fifth Period	650 – 1,000 hours - 80%
Sixth Period	650 – 1,000 hours - 85%
Seventh Period	650 – 1,000 hours - 90%
Eighth Period	650 – 1,000 hours - 95%

*No Pension contributions will be paid for apprentices during the 1st period.

PILEDRIVERS, BRIDGE, DOCK AND WHARF CARPENTER CLASSIFICATION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

See “Clarifying Attachment” dated May 13, 1955 included in this Agreement.

HEAVY CIVIL ENGINEERING & HIGHWAY CONSTRUCTION CARPENTER CLASSIFICATION

Projects that are classified by NAICS 237000 - Heavy and Civil Engineering Construction, Some of the types of projects or facilities where this work will be performed *shall* include *but not be limited to construction of highways (including elevated), streets, roads, airport runways, or bridges,* repair or alteration or additions to the production/fabrication/manufacturing portions of industrial plants such as oil refineries, chemical manufacturing plants, processing mills, paper mills, brake shoe manufacturing plants, carbon-fiber manufacturing plants, mining (ore processing) mills, smelters, refractories, hydroelectric power plants, nuclear power plants, steam generating (coal and other fuel type) power plants, atomic reactor construction, missile and antimissile silos that have a total project construction value to the signatory Contractor at time of bid of more than $1,000,000.

(A) SUPPLEMENTAL DUES:

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Subject to the following conditions, the Employer agrees that it shall, if it is furnished with its employees written authorization to do so, deduct the Supplemental Dues amount provided for in the Wage and Benefit Schedule or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid under this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing June 1, 2025 as Special Supplemental Dues. In implementing the foregoing, the Carpenters Services Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies. The money will be transferred by the Agent to either the Union or vacation within six (6) months of receipt.

Said Supplemental Dues shall be transmitted to said Agent concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to its employees covered by this Agreement to the Western States Carpenters Vacation Trust, amended and restated effective December 13, 2024 (or "Vacation Trust"). All sums deducted by the Employers pursuant to the provision of this Section shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Section shall, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization shall have been furnished and shall be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust on the other, the Agent shall separate the funds transmitted into dues and vacation-holiday contributions, respectively, based on whether or not a proper dues deduction authorization shall have been filed. The Agent shall distribute any funds into dues based on the authorization of the member within six (6) months of receipt. The Agent shall then deposit such sums in the account of either the Agent or the Vacation Trust. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues payment shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Employer to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/ or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, shall have revoked such authorization.

The rate for Supplemental Dues under this Schedule "A-I" or in the Wage and Benefit Schedule is 5% of the taxable hourly wage rate converted to a cents per hour, times all hours worked. Carpenters, foremen, general foremen, or superintendents would be charged using the journeyman carpenter wage rate.

DISPATCH POINTS & ZONE CENTERS

Dispatch and allowances (where applicable) will be computed from the project location to either the closest listed dispatch point or the residence of the employee, whichever is closer.

DISPATCH & ZONE PAY ALLOWANCE ALL CLASSIFICATIONS

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 the Employer-employee does not commence until the applicable hourly wage rate applies, or as mandated by law.

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1) Employees who qualify for zone pay shall be paid for hours worked. Likewise, employees who qualify for show up time shall also qualify for zone pay for those same show up hours.
2) The Employer agrees to provide each employee zone pay as established below if the project is further than forty-five (45) miles calculated via the “shortest route” filter using Google Maps from the address of city hall of respective dispatch points.
3) Within sixty (60) miles from the proper dispatch point, the Employer will not be required to pay zone pay allowances as outlined if the Employer provides adequate, covered and safe transportation daily and round trip for the employee. If the Employer provides transportation, the employee shall be considered to be under the direction of the Employer within the scope of his employment and the employee shall be considered to be under the coverage of the State Industrial Insurance laws of Washington and Idaho.
4) Should an employee through no fault of his/her own and at the request of the employer make more than one (1) trip to the job within a twenty-four (24) hour period, the employee will be reimbursed for applicable allowances on the basis of total trips made to the job.

ZONE PAY ALLOWANCE
ALL CLASSIFICATIONS

ZONE MILES:	0 – 45 Miles	FREE
	46 – 100 Miles	$4.00 per hour
	101 Miles & over	$6.00 per hour

DISPATCH POINTS

KENNEWICK City Hall (210 West 6th Ave.)

SPOKANE City Hall (808 West Spokane Falls Blvd)

WENATCHEE City Hall (301 Yakima Street)

COEUR D' ALENE City Hall (710 East Mullan Ave)

MOSCOW City Hall (206 East 3rd Street)

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SCHEDULE A-II

TRUSTEE QUALIFICATION CRITERIA

TRUSTS

SECTION 1. **HEALTH & WELFARE**

1.1 There has been established a Joint Health and Welfare Trust Agreement. It is agreed by the parties hereto that all employers covered by this Agreement shall contribute a sum as listed in the Wage and Benefit Schedule for each compensable hour worked by Union carpenters employed by Employers covered by this Agreement, which contribution shall be made to the Western States Carpenters Health and Welfare Trust, amended and restated effective December 13, 2024 (the "Health and Welfare Trust"), in the manner as set forth in the Health and Welfare Trust Agreement. The details of the Health and Welfare Trust 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 Health and Welfare Trust Agreement.

1.2 Within thirty (30) days of the effective date of any National Health Insurance Plan, the Union may, at its discretion, distribute monies designated in the Wage and Benefit Schedule to (1) Hourly Rates, (2) Vacation, (3) Pension, or any other existing trust fund under this Agreement.

1.3 An HRA, or Health Reimbursement Arrangement, has been created for employees to assist in reimbursements of qualifying healthcare expenses. The HRA will be operated under the Western States Carpenters Health & Welfare Trust. The Union reserves the right to allocate HRA monies to the Health and Welfare Trust.

SECTION 2. **PENSION PLAN**

2.1 There has been established a Joint Pension Trust Agreement. It is agreed by the parties hereto that Employer and all Individual Employers (collectively, "Employers") covered by this Agreement shall contribute a sum as listed in the Wage and Benefit Schedule herein for each compensable hour worked by Union carpenters employed by Employers covered by this Agreement into a Retirement Fund known as the Western States Carpenters Pension Trust , amended and restated effective December 13, 2024 (the "Pension Trust") . Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made and shall be deposited in a delegated bank or banks in accordance with the Pension Trust Agreement . The signatory employers agree to abide by all the terms and conditions of the Trust Agreement and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement.

2.2 The Employer may make voluntary contributions on behalf of past bargaining unit employee participants in the Pension Trust ("Bargaining Unit Alumni") who perform work for a signatory employer in a supervisory or administrative capacity outside of a bargaining unit and/or Owners and other non-bargained employees, provided that all such owners and employees participate as defined in the C4A participation agreement with the Trust, in the amounts and manner to be determined by the Trustees. All voluntary contributions for Bargaining Unit Alumni, including amounts that correspond to contributions otherwise allocable to the Health and Welfare Trust, Pension Plan, or Annuity Fund for

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current bargaining unit employees, shall be remitted solely to the Pension Trust and administered in accordance with the provisions of this Section.

SECTION 3. **401(k) RETIREMENT PROVISION**

3.1 In addition to the wage rates listed in the Schedules attached hereto, the Employers shall pay into a 401(k) Retirement Fund known as the Eastern Washington-Northern Idaho Carpenters Retirement Fund (which sponsors the Eastern Washington-Northern Idaho 401(k) Retirement Plan) effective June 1, 2012, an employer non-elective contribution a sum as listed in the Wage and Benefit Schedule per compensable hour worked for all employees covered by this agreement. Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made and shall be deposited in a delegated bank or banks in accordance with the negotiated Trust Agreement dated January 2, 2002 between the Inland Northwest Associated General Contractors of America, Inc. and the Western States Regional Council of Carpenters and the individual members thereof. The signatory employers agree to abide by all the terms and conditions of the Trust Agreement and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement.

3.2 In addition, for any employee who elects to have tax-deferred elective contributions deducted from his compensation for remittance to the Eastern Washington-Northern Idaho Carpenters 401(k) Retirement Plan, the signatory employers agree to remit such elective contributions on the employee's behalf monthly on or before the 15th day of the month following the month in which the employee has had the contributions deducted from his compensation, in accordance with the Trust Agreement referenced above.

SECTION 4. **APPRENTICESHIP & TRAINING**

4.1 It is agreed that all Employers covered by this Agreement shall contribute a sum as listed in Schedule "A-1" herein and the Wage and Benefit Schedule for each compensable hour worked by Union carpenters, including supervisory employees when covered by this Agreement. Said contribution shall be made to the Western States Carpenters Training Fund (the "Apprenticeship and Training Fund") in the manner as set forth in the Apprenticeship and Training Fund Trust Agreement. 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.

4.2 **CARPENTERS INTERNATIONAL TRAINING FUND**

Each signatory employer shall contribute to the UBC Carpenters International Training Fund (CITF) the amount listed in the wage and benefit schedule for each hour worked by each employee covered by this Agreement. The employer will remit to the Apprenticeship and Training Fund and shall not be responsible for any administrative expenses to process contributions.

SECTION 5. **VACATION**

5.1 The parties have established a Joint Vacation Plan and Trust. It is agreed that all Employers covered by this Agreement shall subtract a sum as listed in the Wage and Benefit Schedule for each compensable hour worked from each employee's net pay check (after taxes) and shall pay this to the Western States Vacation Trust, amended and restated effective December 13, 2024 (the "Vacation

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Trust") in the manner as set forth in the Vacation Trust Agreement (Note: These sums shall be deductions (after taxes) from the rates shown in the wage and benefit schedule). The details of such Vacation Plan established by the Vacation Trust Fund, and the 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.

5.2 The contributions so made shall be deemed to be, and shall be treated as, subject to withholding tax and Social Security and Unemployment taxes, a part of the total compensation payable at the end of the individual Employers payroll period during which such work is performed or paid for, but the full per-hour payments shall be transmitted to the Plan. Such payments shall not be a part of the hourly wage rates contained in this Agreement for the purpose of computing overtime or reporting time for any other purpose of this Agreement or part of the regular rate or basic hourly rate for the purpose of the Federal Fair Labor Standards Act or the Walsh-Healy Act or any other law, ordinance or regulation, except that if, consistent with the foregoing, such payments can be considered and treated as part of the wage prevailing in the area for the purpose of the Federal Davis-Bacon Act and similar federal, state or local laws, ordinances or regulations, they shall be so considered and treated.

5.3 Effective June 1, 2025, the Western States Carpenters Vacation Trust (the "Vacation Trust"), at the discretion of its Trustees, is authorized to create a system whereby members, having at least twelve (12) months of contribution history, in addition to regularly scheduled payouts, may withdraw amounts, subject to qualifications, requirements and limitations as established by the Trustees, from the Vacation Trust up to twice per year.

5.4 The Employer agrees that any contributions owed to the Vacation Trust pursuant to the terms of this Agreement are part of the employees' taxable fringe benefits. The employer shall be solely responsible for payment of all payroll taxes, including FICA, FUTA, income tax withholding, and any other tax liabilities, owed on the contributions to the Vacation Trust. The Employer agrees that the Vacation Trust is acting solely as the Employer's agent for purposes of collecting contributions and payment of vacation benefits and that the Vacation Trust shall have no liability for payroll taxes due on the contributions payable to the Vacation Trust or the vacation benefits payable from the Vacation Trust.

5.5 Where an Employer fails to pay contributions as required by this Agreement and the Vacation Trust pays Vacation benefits with respect to those unfunded vacation contributions, the Vacation Off Trust shall issue IRS Form 1099 and, if relevant, the equivalent state tax form to the Employer for the value of any unpaid Employer contributions and any vacation benefits that are paid out of the Vacation Trust's reserve assets. The Employer agrees to reimburse the Vacation Trust for any liability for any payroll taxes that may be required to be paid to any federal or state taxing agency.

SECTION 6. **ENFORCEMENT OF CONTRIBUTION OBLIGATIONS**

6.1 In the event an Employer fails to make the required monetary contributions in conformity with Sections 1 - 5 of this Schedule "A-II", the Union may take any economic action necessary to ensure the proper collection of these contributions.

SECTION 7. **FAILURE TO PAY CONTRIBUTIONS**

7.1 Severe penalties for delinquencies are provided in the Trust Agreements.

SECTION 8. **AUDIT PROCEDURES**

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8.1 In case the auditors for the Board of Trustees conduct an audit and determine that an Employer does not have adequate records to make a determination, the auditor will assess the total employee compensation and compare it to the applicable wage rates as stated in the agreement. If discrepancies are found, the auditor will estimate the hours worked based upon the total compensation assessed and calculate the appropriate contributions owed to the Trusts based upon that estimate. This process ensures that benefit contributions are accurate and that all parties remain in compliance with the agreement.

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SCHEDULE "B"

CARPENTERS HIRING HALL PROCEDURE

SECTION 1.

A. The Union shall maintain a centralized hiring hall for referral of members to signatory contractors. The contractor shall submit a Call Out Sheet to the dispatch department with the details requested to the email provided on the form.

B. 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 ten (10) days of dispatch or said member shall be removed from the job.

The term "Carpenter" covers all classifications in the Master Agreement

SECTION 2.

A. **EMPLOYMENT OF OLDER WORKERS.** Labor and Management agree to enhance work opportunities for workers over fifty (50) years of age, and agree to operate in a non-discriminatory manner in hiring and termination on job sites covered by this Agreement.

SECTION 3.

A. In the employment of workers for all work covered by this Agreement in the territory above described, the following provisions of this Agreement will govern.

B. The Union will establish and maintain open and nondiscriminatory employment lists for the use of workers desiring employment on work covered by this Agreement.

C. The Employers will call upon the Union or its designated agent having work and area jurisdiction for such workers as they may from time to time need and the Union will furnish to the Employers the required number of qualified and competent workers of the classifications as requested by the Employers.

D. Subject to rules, enacted by the Union, the Union shall make all efforts to not dispatch any worker that does not have the following certifications: OSHA 10, Fall Protection, and CPR/First Aid. Upon specific request from an Employer, the Union shall dispatch workers without the certifications listed herein to meet project labor needs.

E. It will be the responsibility of the Employers, when ordering workers, to give the Union all of the pertinent information regarding the worker's employment, including any special requests or qualifications. Union agrees, where possible, to dispatch based on any legal criteria provided by the employer as a requirement for the project (e.g. veteran status, zip code, pre-apprentice, etc.).

F. All referrals from the Union must be in writing, on a standard form to be provided by the Union. The written referral will contain the name of the Employer, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates. Union will dispatch in accordance with the request of the Employer each such qualified and competent worker from among those entered on said lists in the following order of preference:

   a. Workers specifically requested by name and whose names are entered on the out of work list; then

   b. Workers whose names are entered on said list and who are available for employment, in numerical order.

G. Individuals cannot remain on the Union Hiring Hall employment list while currently working within the Union's recognized craft jurisdiction for any employer within the area covered by this Agreement.

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Their name will be removed unless the work was obtained through a proper Work Referral as described above.

H. In states where permitted, all workers must obtain a referral from the Union.

I. Union and whose names appear on the Hiring Hall lists will be free to solicit work from any signatory Employer.

J. When ordering workers of the skills required, the Employer will give notice to the Union not later than 2:30 p.m. of the day prior (Monday through Friday) and, in the event that forty-eight (48) hours after such notice the Union shall not furnish such workers, the Employer may procure employees from any other source. If workers are so employed, the Employer shall promptly report each such employee by name to the Union.

K. Qualified applicants reporting to the jobsite at the requested time after being ordered, must be put to work or paid the proper show-up time, unless the UNIONis notified of cancellation prior to referral. An Employer shall have no responsibility to pay show-up pay to applicants reporting after a twenty-four (24) hour period from the time of dispatch, Saturday, Sunday and Holidays excluded.

L. Any dispute involving these Hiring Hall provisions, or involving the operation or practice of these Hiring Hall provisions, including any claim by an individual that they were in any manner harmed by the operation of the Hiring Hall, or by the negligent or intentional conduct of any individual in connection with the operation of the Hiring Hall, shall be resolved exclusively through the grievance and arbitration procedures established in this Agreement.

M. Subject to the foregoing, Employers shall have complete freedom of selectivity in hiring and Employers retain the right to reject any job applicant referred by the Union for any reason. The Employer is the sole judge as to the competence of all its employees and applicants for employment. All employees must perform their work to the satisfaction of the Employer. Whenever an Employee is discharged and is not eligible for rehire, it shall be so stated on the separation of employment document. A worker who receives three (3) separation of employment documents in a twelve (12) consecutive month period for lack of competency shall be referred for to the local training center for additional training or journeyman enhancement before being eligible for re-dispatch.

N. No employee shall be discharged or discriminated against for activities on behalf of, or in official representation of the Union not interfering with the proper performance of his/her duties. Any discharge may be subject to the provisions of the grievance and arbitration procedures established in this Agreement. The first ten (10) cumulative working days of employment of any employee shall be a probationary period during which time any terminations will not be challenged, excluding discharge for performing official union activities that did not interfere with the employee's duties.

O. The Employer may discharge any employee. If discharges occurs after the established probationary period, Upon request of the Business Representative, the Employer shall specify in writing the reason for discharge. Disputes shall be subject to and exclusively resolved through the grievance and arbitration procedures established in this Agreement.

P. The Employer may transfer employees who are on the employer's payroll within the area of the Union without limitation, provided the Employer is signatory in the area to which the employee is being transferred.

Q. Employees employed by any Employer pursuant to the terms of this Agreement, and remaining in good standing in the Union, shall not be removed or transferred by the Union unless the prior approval of the Employer has been obtained.

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

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

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SCHEDULE "C"

CARPENTERS WORK RULES

1. **TOOLS (Employees):**

All employees must have their tools sharp and in good condition before going on any job. Sharpening of tools shall be the responsibility of the Employer. Employees shall be allowed time to file saws and sharpen tools, or Saw Filer must be employed on the job, or they may be taken to Union shop for sharpening at the Employer's expense. Tools sharpened will be returned at time of layoff or suitable arrangement will be made for their return.

2. **TOOLS (Employers):**

a. The Employer shall, at the start of a job, furnish suitable place for keeping employees' tool kits and same to be provided with suitable lock for protection during non-working hours. The Employer will maintain insurance to protect employees against loss of tools by fire, flood, robbery from forced entry, or by damage from any Employer equipment and work clothing lost by fire, flood and forced entry. Employers will require a list of tools and work clothing so stored. Employees will fill out a tool list and will inform the Employer of additional tools as they are added or subtracted from the list, or the Employer will not be obligated to replace them should a loss occur. Replacement for clothing will be understood to mean work clothing and rain gear only. Tools and clothing outlined will be replaced with comparable tools and clothing only.

b. The Employer shall, at the start of a job, furnish warm, dry, suitable change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods. Same to be situated close to the site of the work.

c. No Employer shall require and no employee shall furnish on any job, transit, mortising equipment, optical instruments, boring machine, power saw, power jointer, ladder, trestle, bench, miter box, bit , or wrench over the size of a 12" crescent, welding or burning protective equipment, or similar equipment. The above equipment must be furnished by the Employer.

3. **TRANSPORTATION:**

All transportation or drayage furnished by the Employer shall afford the maximum protection against the exposure to the elements and the cost of such transportation shall be borne by the Employer. No transportation will be furnished on the job during working hours by the employee.

4. **FOREMAN / GENERAL FOREMAN:**

The Employer shall be the sole judge of the need for the number of and the responsibilities of supervisory personnel and the Union shall in no way interfere with the performance of the Foreman/General Foreman in carrying out his/her responsibilities as directed by the Employer. There will be no restrictions in crafts to be supervised by the Foreman/General Foreman. Transportation will be provided to Foreman at the option of the Employer.

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APPRENTICESHIP & TRAINING

SECTION 1. Recognizing the need for an adequate supply of qualified carpenters, the contractor and the Union mutually agree to actively promote, and participate in, joint apprenticeship and retraining programs designed to meet this need.

SECTION 2. Such programs which exist or are developed to achieve this end and are supported in whole or in part from funds derived from this Agreement shall:

A. Be jointly administered by equal representation of Management, as appointed by the contractor, and labor as appointed by the Union.

B. Comply with all applicable State and Federal regulations governing same.

C. Issue certification of achievement to each person satisfactorily completing the programs' uniform standards as established by parties to this Agreement.

D. Predicate an applicant's entrance of advancement in the program solely upon results of placement examinations designed to reflect the minimum level of ability necessary to satisfactorily perform the requirements of any given level.

The Apprentice will be removed from the job for just cause by his Employer upon receipt of request from appropriate apprenticeship and/or training committee. Also for non-payment of dues or initiation fees.

E. The method of selection of apprentices shall be determined by The Washington State UBC JATC state approved standards.

F. The employment of Apprentices shall be in accordance with the following ratios:

1) Each employer MAY employ one (1) apprentice for each one (1) journey-level working in their employment.

2) 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.

3) The above ratio shall not be exceeded unless agreed to per a Collective Bargaining Agreement.

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

5) The above mandatory requirement for employment of Apprentices are subject to the availability of these employees.

G. Provide wages in accordance with herein attached Schedules "A-I" for the following defined classification:

APPRENTICE: One who is actively enrolled in a State or Federal Approved Joint Apprenticeship program designed to provide on-the-job and related classroom training sufficient to permit a person to meet the minimum uniform standards of a Qualified Journeyman Carpenter.

H. When an Apprentice is be laid off or discharged for cause, the Union will be given forty-eight (48) hours prior notice.

I. All Apprentices shall be required to attend related training classes as per the J.A.T.C. schedule. All Apprentices shall take time off the job without pay for one (1) week, approximately once every

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three months. The Apprentice will be notified in advance of the scheduled dates and should notify the job supervisor of the scheduled days for training.

J. It is agreed that all the contractors will continue to maintain and support Apprenticeship Training on a single craft basis.

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CLARIFYING ATTACHMENT

CARPENTER AND PILEDRIVER

May 13, 1955

I am herewith submitting the findings of the General Executive Board on the controversy between carpenters and piledrivers classifications in the west coast area.

Further revised and clarified by the General Executive Board, December 12, 1967.

The work jurisdiction of our carpenters and piledriving branches of our Brotherhood on the West Coast shall be as follows:

(1) In the construction of water front and marine facilities, such as docks, piers, wharves, bulkheads, jetties and similar structures, the piledriver classification shall continue to apply, up to and including the decking thereof.

(2) On all piledriving and caisson work, on land and water, the piledriver classification shall apply.

(3) In the construction of heavy timber, wooden bridges, whether over land or over water, the Piledriver classification shall apply.

(4) In the construction of concrete or steel bridges over land, highways, railroads, overpasses, cloverleafs, interchanges, or bridges over man-made canals, aqueducts, spillways and man-made water retaining areas, the piledriver classification shall apply to the driving of the piles, caissons and "drilled-in place" piling. The fabrication and erection of the forms for the capping of piles, caissons, or "drilled-in-place" piling shall come under the piledriver classification. This shall include the placing of wooden or steel capping or any substitute thereof. Any other form work above the cap, pertaining to the construction operation; herein noted above shall be performed under the carpenters classification. This shall also include bridges over man-made canals, aqueducts, spillways and man-made water retaining areas, if constructed prior to water being released or turned into the area.

(5) In the construction of concrete or steel bridges over water, in fabrication and erection of the form work for the pier or piers in the water area, and the pier abutment, on land, nearest to the water's edge, shall be under the piledriver classification. This shall include the fabrication and erection of the form work to the top of the pier, column and abutment supporting the steel and/or any other superstructure.

The fabrication and erection of forms for the piers, columns or abutments for the approaches to the first pier or abutment on water's edge, shall be under the carpenters classification. This shall apply also on a bridge over an area where the flow of water has been temporarily diverted.

BUILDING FOUNDATIONS

All form work required on building foundations shall be under the Carpenter's classification, irrespective of the use of piles or caissons.

CAPPING OF PILES OR FORM WORK ON TANK FOUNDATIONS

The capping of piles and form work in connection therewith, when there is not other carpenter form work involved above the capping or floor base of tank, shall be under the piledriver classification. Where further Carpenter work is required above the capping or tank base, then the carpenter classification shall apply on entire operation including the forms for pile capping and/or tank base.

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BASE FOUNDATIONS FOR MACHINERY, EQUIPMENT AND STANCHIONS

The fabrication and erection of all forms for machinery, bases, equipment or stanchions shall be under the Carpenter's Classification, irrespective of the use for piles or caissons.

THE ERECTION OF FALSEWORK, INCLUDING METAL TUBULAR (or "Tinker Toy") MATERIAL USED AS FALSEWORK

The erection of falsework necessary for the support of work under the piledriver classification comes under their classification. Falsework necessary for the support of the work under the Carpenter's Classification shall be governed by their classification except on a project where piledriving power equipment is used.

The rigging, signaling, tagging and other incidental work shall be under the classification for which the work is designed by this paragraph.

In the construction of open cut sewer, the piledriver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

In concluding this report the General Executive Board believes that these revisions and clarifications herein outlined will tend to solve much of the misunderstanding that has existed between the two classifications of our membership on the West Coast. All of the above shall be effective only in the West Coast area where the controversy occurred.

Fraternally yours,

s/M. A. Hutcheson

General President

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SCHEDULE A-III

DIVING AGREEMENT
(Addendum to the Master Agreement)

All provisions of the body of the Agreement and Schedule A, with the exception of the wage schedule and apprentice schedule will be applicable to the Divers Schedule.

ARTICLE I
AREA OF JURISDICTION

This Agreement shall cover the work more specifically defined herein as within diving classification and located within the area of Eastern Washington and Northern Idaho, which term is intended to mean that portion of Washington State which is East of the 120th meridian and the portion of Idaho that is North of Grangeville.

It is understood further that by the above listing the jurisdiction of the Union over diving work is not thereby limited to that area. On the contrary, the Union claims jurisdiction over diving of certain areas beyond that covered by this contact, i.e., the portion of Idaho that is South of Grangeville and the entire States of Montana and Wyoming, and/or one half the distance to the nearest Pile Drivers local.

ARTICLE II
COVERAGE

. The work covered by this Agreement and this Appendix 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 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.

ARTICLE III
DEFINITIONS

1. **DPIC:**

   Designated person in charge (per WISHA and OSHA Regulations).

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.

3. **DIVE SUPERVISOR**:

   A Dive Supervisor will be added to the dive crew/team and may perform the duties thereof, when deemed necessary by the Employer or regulatory body for dive operations, when diving mixed gas (HEO2) or

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Saturation diving modes, or when two (2) or more divers are in the water simultaneously. If a Dive Supervisor is listed on the job, they will be the Designated Person in Charge (D.P.I.C.).

4. **LEAD DIVER (DIVE MASTER)**:

   A Lead Diver (Dive Master) will be added to dive crew/team, and may perform the duties thereof, when it is required by a Regulatory Agency, when deemed necessary by the Employer for dive operations, or when the crew size is four (4) or greater. A Lead Diver (Dive Master) is in charge and responsible for all aspects of the diving operation and supervising of all personnel on the dive crew/team. If a Lead Diver (Dive Master) is listed on the job, they 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 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. **STANDBY DIVER**:

   A Standby Diver is a person required to be on duty for any day or part thereof, but who has not been required to descend below the surface of the water or any liquid medium or be put under pressure in a chamber. A Standby Diver is also a person, dressed in at the dive location, immediately available to assist a Diver in the water for safety purposes.

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. **ASSISTANT TENDER**:

   An Assistant Tender is an extra Tender available to assist the Diver's regular Tender by handling tools, equipment, and the diver's hose.

9. **MANIFOLD OPERATOR**:

   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 the jobsite.

10. **FSW**:

    Feet of Sea Water or equivalent static pressure head.

ARTICLE IV
PAY SCALES

Any classification of Dive, crew or team shall receive a minimum of eight (8) hour's pay at the appropriate pay rate for any day or part thereof worked.

A. Dive Supervisor:

A Dive Supervisor shall receive the same pay as a Diver diving plus $1.50 per hour.

B. Lead Diver (Dive Master):

A Lead Diver (Dive Master) shall receive 60% of the Diver Diving scale plus $1.50 per hour. Lead Diver (Dive Master) does not include depth or enclosure premiums.

C. Diver's Regular Hourly Rate:

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The Diver including a Stand-By Diver who is not required to dive shall receive the pay of Pile Driver Foreman hourly rate plus two dollars ($2) per hour.

D. Diver Diving:

The premium a Diver is paid for actually descending below the water surfaces. This amount shall be 2x (double) the Divers regular hourly rate. This premium is used in calculating overtime pay.

E. Tender:

1. A Tender shall receive the rate of the classification of the Pile Driver Foreman plus one dollar ($1) per hour when he is required to be on duty regardless of whether any diving is actually performed or not.
2. The Tender shall receive a premium equivalent to two (2) hours at the straight-time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

F. Assistant Tender:

The Assistant Tender shall receive the rate of the classification of Pile Driver plus one dollar ($1) per hour.

G. Manifold Operator:

1. For days on which mixed gas diving is not conducted, a Manifold Operator shall receive Pile Driver Foreman's scale plus one dollar ($1) per hour.
2. For days on which mixed gas diving is conducted, a Manifold Operator shall receive Pile Driver Foreman's scale, plus five dollars ($5.00) per hour.

H. Bell/Vehicle or Submersible Operator Not Under Pressure, etc.:

One atmosphere bell specifically designed for construction work (including Jim Suits, etc.) and self-propelled manned submersible operators shall be paid the Diver's regular hourly rate plus premiums.

I. ROV Operator:

Wage scale same as a Pile Driver Foreman plus one dollar ($1) per hour.

J. ROV Tender/Technician:

Wage scale same as a Pile Driver plus one dollar ($1) per hour.

K. Premiums:

1. Depth Premiums:

A Diver who is required to descend from the surface shall receive double (2 x) the diver's regular hourly rate, for depths up to and including 50 feet. When it is necessary for a Diver to descend below the surface of the water to depths in excess of 50 feet, a premium according to the following schedule shall be paid, in addition to the diving regular hourly rate as determined above:

DEPTH BELOW WATER SURFACE (FFW)	AMOUNT OF PREMIUM PER FOOT
50 ft. to 100 ft.	$2.00
101 ft. to 150 ft.	$3.00
151 ft. to 220 ft.	$4.00
221 ft. and deeper	$5.00

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2. The actual depth in FSW shall be used in determining depth premium.
3. Diving in Enclosures Premium Rates:
   a. 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 Diving hourly rate and any applicable depth pay.

DISTANCE TRAVELED FROM ENTRANCE	AMOUNT OF PREMIUM PER SHIFT
0 ft. to 25 ft.	N/C
25 ft. to 300 ft.	$1.00 per ft.

   b. When it is necessary for a diver to enter any pipe or tunnel or other enclosure over 300 feet from entrance or less than 48" in height, the premium will be by mutual agreement, between the diver and the Contractor, but never less than $1.00 per foot.
   c. Premiums shall be paid under (a) or (b) above, but shall not be paid under both. These are daily/shift premiums and shall be determined from point of entry.

L. 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.

M. MISCELLANEOUS

a. This Agreement does not include any gear or special equipment rentals.
b. In all cases where a diver is working, the employer shall furnish all underwater tools of the trade necessary to perform such underwater work except small tools, as wrenches, hammers, etc. There shall be no exception to this rule. Diving ladder or diving stage, in accordance with applicable safety codes, will be available at all times when diver is in the water.
c. Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.
d. BIDDING ON JOBS:

   It is agreed that there shall be no contract diving unless the contractor Diver meets all conditions, purposes, and intents of this Addendum and the Master Agreement.

e. The minimum cost of 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 minimum cost shall be paid by the diver.

ARTICLE V
TRAVEL & SUBSISTENCE

Travel Pay: Employees shall receive per diem of twenty dollars ($20.00) for gas or food & one hundred dollars ($100.00) per diem in lieu of lodging for projects located more than seventy (70) miles from either:

a. the address of Spokane City Hall, or
b. the employee's primary residence, whichever is closer to the project site.

ZONE PAY ALLOWANCE
DIVER CLASSIFICATIONS

ZONE MILES:	0 – 45 Miles	FREE
	45 – 70 Miles	$4.00 per hour

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71 Miles & over $120.00 per day

Distance shall be determined using Google Maps with the “shortest route” filter applied. Employees receiving travel pay will be compensated at their regular hourly rate for hours worked.

ARTICLE VI
TRAVEL TO JOBSITES IN EMPLOYER PROVIDED VEHICLES

SECTION 1.
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 and shall be paid at the shop rate.

SECTION 2.
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 company equipment, materials, gear, etc.

SECTION 3.
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 VII
SHOP RATE/GEAR MAINTENANCE

SECTION 1.
An alternative wage rate, calculated at sixty percent (60%) of the journeyman Pile Driver rate shall be permitted and paid for all hours worked by employees covered under this Addendum that perform “Shop Work” as described below. All fringe benefits (Health and Security, Pension, Training) shall be paid in accordance with the Pile Driver Wage and Benefit Schedule.

“Shop Work” paid at this alternative wage rate shall be in support of the Shop Work that is not billable, including but not limited to dive gear maintenance, ships husbandry, and emergency call out work that is not in direct support of a construction project covered by the Collective Bargaining Agreement that is paid at the full journeyman scale, and may include, but is not limited to, the following:

- Dive gear maintenance
- Inspection, repair and tracking of company equipment and tools
- General maintenance of company equipment and tools
- In house training at employers’ office or shop
- General shop construction, maintenance, and improvements
- Inspection, preparing and staging of equipment in the shop
- All employers premise for assets and vessel location

ARTICLE VIII
HYPERBARIC TUNNEL WORK

SECTION 1. HYPERBARIC WORKER CLASSIFICATIONS
Hyperbaric Tunnel Crews perform work in two pay classifications, as follows: (i) Crew Tender pay classification for work occurring below the portal collar but outside the hyperbaric chambers and (ii) Hyperbaric Worker pay

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classification for workers in pressurized chambers. For uniformity in dispatch purposes, the dispatch rate shall be for the Hyperbaric Worker Classification.

a. Either pay classification 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.
b. Apprentices may not be utilized on Hyperbaric Tunnel work.
c. A copy of the appropriate Rules and Regulations must be on the jobsite and be available to all employees on the Hyperbaric Tunnel Crew.

SECTION 2. BASIS OF PAY FOR HYPERBARIC WORKERS

The hourly pay rate for the Hyperbaric Worker classification working at pressures up to thirty (30.00) PSI shall be equal to the Tender rate contained in the geographically applicable Principal Agreement plus thirty-three percent (+33%). In addition, Hyperbaric Worker working at pressures over thirty (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.

PSI Range	% of Scale
00.00 psi - 30.00 psi	100 % of Hyperbaric Worker rate
30.01 psi - 44.00 psi	Hyperbaric Worker rate + 10%
44.01 psi - 54.00 psi	Hyperbaric Worker rate + 20%
54.01 psi - 60.00 psi	Hyperbaric Worker rate + 30%
60.01 psi - 64.00 psi	Hyperbaric Worker rate + 40%
64.01 psi - 68.00 psi	Hyperbaric Worker rate + 50%
68.01 psi - 70.00 psi	Hyperbaric Worker rate + 60%
70.01 psi - 72.00 psi	Hyperbaric Worker rate + 70%
72.01 psi - 74.00 psi	Hyperbaric Worker rate + 80%

**NOTE: Rates for pressures beyond seventy-four (74) PSI will be determined on a per job basis. Benefit rates shall be as required in the Wage and Benefit Schedule.

SECTION 3. WORKING CONDITIONS FOR HYPERBARIC WORKERS

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.

a. In addition to the items listed in the Inland AGC Agreement, the Employer shall furnish all Personal Protective Equipment (PPE).
b. Hyperbaric Foreman and Medical Technicians shall receive an additional ten percent (10%) per hour above the Hyperbaric Worker rate of pay. Hyperbaric Foreman supervising crews using mixed gas will receive an additional five dollars ($5.00) per hour Premium. The Hyperbaric General Foreman in charge of the intervention shall receive an additional ten percent (10%) per hour above the Hyperbaric Foreman.
c. 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.

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d. 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.

e. 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.

f. 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.

g. The employee will not be paid for the lost shifts unless required by Federal, State, or Local law.

h. Overtime pay shall be as specified in Article 9 (HOURS OF WORK - SHIFTS - OVERTIME**)** of this Agreement and shall be computed based on the classification of work being done during the overtime hours.

SECTION 4. SATURATION HYPERBARIC TUNNEL WORK

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 Workers 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.

a. On saturation work, where more than two (2) Hyperbaric Workers are required to be saturated (Work is required around the clock) the minimum crew will be a total of twenty-three (23) men/women.

b. Crew Size Concerning Bounce and/or Saturation Hyperbaric Worker: Saturation Crew Breakdown for one bell run per day:

(1) Hyperbaric General Foreman
(2) 1 – Hyperbaric Foreman
(3) 3 –Technicians (Saturation Tech)
(4) 4 - Manifold Operators (L.S.T. Life Support Technician)
(5) 4 - Crew Tender
(6) 1 – Medic EMT/DMT
(7) 2 - Saturation Hyperbaric Worker

c. Saturation Crew Breakdown for two bell runs per day:

(1) Hyperbaric General Foreman
(2) 2 – Hyperbaric Foreman
(3) 4 –Technicians (Saturation Tech)
(4) 4 - Manifold Operators (L.S.T. Life Support Technician)
(5) 6 - Crew Tender
(6) 2 – Medic EMT/DMT
(7) 4 - Saturation Hyperbaric Worker

**NOTE: In the event that any of the Saturation hyperbaric crew is on paid Stand-By alert and finds it necessary to go off alert, they will be off the payroll during the time they are not on alert and the Employer will hire a person on a temporary basis to replace them.

SECTION 5. WAGES (DAILY RATE) HOURS AND OVERTIME FOR PRESSURIZED SATURATION HYPERBARIC WORKERS

a. **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 times (24X Rate= Day Rate) the straight time Hyperbaric Worker pay at applicable depth rate. The pay remains the same for either on work or off workdays under pressure. This rate constitutes payment for the entire 24-hour period measured from midnight to midnight. (Monday through Friday).

b. **Hyperbaric General Foreman**: Shall receive Hyperbaric worker rate at the depth plus five dollars ($5.00).

c. **Hyperbaric Foreman**: Shall receive Hyperbaric worker plus one dollar fifty cents ($1.50) per hour.

d. **Emergency Medical Technician or Diver Medical Technician (EMT or DMT)**: EMT's or DMT'S when performing Saturation Hyperbaric Work as a crew tender or technician will receive their applicable rate plus one dollar ($1.00) per hour.

e. **Technicians**: All other technicians and support personnel will be paid at the Crew Tender rate.

f. **Manifold Operator (LST)**: Manifold Operator shall receive Crew Tender scale, plus five dollars ($5.00) per hour.

g. **Stand-By Alert Time**: Stand-By alert time shall be one Stand-By shift per twenty-four (24) hours.

h. **Stand-By Pay**: Crews/Teams are to receive a minimum of eight (8) hours Stand-By pay per day.

i. **Weekend and Holiday Overtime**: All work on Saturday will be paid at time and one-half (1½x) the regular hourly wage rate. All hours worked on Sunday and holidays will be paid at double (2x) the wage rate.

j. **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, and time and one-half (1½x) the regular hourly wage rate shall be paid for the balance of the shift.

k. **Saturation Crew**: Overtime for workers under saturation begins Friday at midnight and ends at midnight on Sunday. All Holidays, or days celebrated as listed in the area Addendum shall be paid at double the straight time rate (2x). On Saturday's employees under pressure shall be paid twenty-four (24) hours of time and one-half (1½x) or actual hours worked (under pressure) if less than twenty-four (24) hours in a given day overtime equals time and one-half times (1½x) the straight time. 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) hours in a given day double time (2x) the straight time.

ARTICLE IX
WORKING RULES, STARTING TIMES, SHIFTS AND OVERTIME

Unless specifically specified to the contrary in this Addendum, all terms and conditions of the Carpenters Master Agreement shall apply Divers, Tenders and Assistant Tenders and be incorporated in this Addendum.

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ARTICLE X
SAFETY & HEALTH WORKING RULES

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.

Safety shall have the highest priorities in this Agreement.

A. All Federal and State Safety Rules, Regulations, Orders and Decisions shall be binding upon the individual contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions. The individual contractor 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 dive team.

B. When a Diver is performing diving work under the terms and conditions of this Agreement, he shall be tended by a Tender who is satisfactory to the Diver concerned.

ARTICLE XI
DIVING CREW STEWARD

Diving Crew Steward will be appointed on each job by the Union. All provisions of the Master Labor Agreement pertaining to Job Stewards shall apply.

ARTICLE XII
HIRING

1. All dispatches and job clearances for the members of diving crews will be dispatched through the Union dispatch department to avoid duplication of order and to affect an orderly hiring procedure, the Diving Contractor agrees that when calling the Union for personnel to designate a responsible representative, which the Union will recognize as the Agent of the diving Contractor with the authority to hire. The Union shall maintain an exclusive nondiscriminatory hiring hall to fill requisitions for personnel on the diving crew. The Diving Contractor agrees to give preference to Local area personnel.
2. Divers can report directly to the job site 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 diving crew.

ARTICLE XIII
GRIEVANCE PROCEDURES

Procedure for settlement of Grievance and disputes shall be conducted in the manner provided for in the Carpenters Master Labor Agreement.

ARTICLE XIV
GEOGRAPHIC & MARKET CONDITIONS

The parties of this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with the recognition, notwithstanding any other

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provision of this agreement, the parties to the Agreement hereby establish a Committee composed of two (2) representatives appointed by the Carpenters Union and two (2) representatives appointed by the Inland Northwest AGC. The committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by this Agreement. The Committee is authorized to approve such changes as it deems to be in the best interest of the parties to the Agreement. The parties to this Agreement will work together to preserve work opportunities for the Employers and Employees covered by this Agreement.

The Committee shall meet at least once per quarter and identify and discuss areas of concern to the parties involving issues including, but not limited to non-signatory Employers, private work recovery, new technology, prevailing wages, etc. All signatory contractors shall be notified of any modifications, changes, etc.

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SCHEDULE A-IV

MILLWRIGHT AGREEMENT

For the purpose of performing Millwright, “New Construction” and “Maintenance” scopes of work, the employer shall observe all terms and conditions set forth in the Millwright Regional Master Agreement negotiated by and between the Millwright Employers Association, Inc. (MEA) and the Western States Regional Council of Carpenters. The MEA shall be utilized by employers who primarily perform Millwright scopes of work.

ARTICLE I
AREA OF JURISDICTION

This Agreement shall cover the work more specifically defined herein as within the Millwright classification and located within the area of Eastern Washington and Northern Idaho, which term is intended to mean that portion of Washington State which is East of the 120th meridian and the portion of Idaho that is North of Grangeville.