

**SOUTHERN IDAHO AREA
MASTER LABOR AGREEMENT**

between

**THE SOUTHERN IDAHO
CONTRACTORS GROUP**

and the

**PACIFIC NORTHWEST
REGIONAL COUNCIL OF
CARPENTERS**

and

**ALL LOCAL UNION AFFILIATED WITH THE
PACIFIC NORTHWEST
REGIONAL COUNCIL OF CARPENTERS**

JUNE 1, 2016 THROUGH MAY 31, 2019

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PREAMBLE

This Agreement and the Supplemental Agreements attached hereto is a Successor Agreement to the 2013-2016 Southern Idaho Labor Agreement and is hereby entered into this 1st day of June, 2016, by and between C and H Construction Group Inc., and Intermech Inc. collectively recognized as the “SOUTHERN IDAHO CONTRACTORS GROUP”, hereinafter referred to as “EMPLOYER”, and the PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS, hereinafter referred to as “UNION” and acting as the bargaining agent for the Local Unions and Councils who have assigned their bargaining rights. The Employer and Union have entered into the following Agreement and those specific Supplemental Agreements that have been executed by the Employer for the purpose of promoting and improving the relations between the Employer, its employees, and the Union, establishing a formal understanding relative to all conditions of employment, and providing the means for the amicable and equitable adjustment of grievances which may arise.

WITNESS: In consideration of the mutual covenants herein set forth which have been mutually agreed to, the Employer and the Union shall be bound as follows:

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 expense, 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 Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, and the signato-

ry 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 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, 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 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 13, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

4.2 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 Article 13. In the event of violation and after forty-eight (48) hour notice to the Employer, the Union may take economic action against such Employer to collect such monies owed, including attorney fees, liquidated damages and audit fees.

ARTICLE 5 TERRITORY COVERED

5.1 This Agreement shall cover all Highway, Heavy and Building Construction work in all the area lying within the boundaries within the state of Idaho, south of Parallel 46 which is the extension of the Oregon-Washington state line eastward from the Idaho-Oregon state line on the west to the Idaho-Montana line on the east.

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 current month's dues paid in their Local Union. When an employee fails to tender to an authorized agent of the 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 SUBCONTRACTING

7.1 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 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 subcontractors employees' job site hours, and be liable for the payment of these employees' wages, travel, Health & Security, Retirement, Credit Union, and Apprenticeship and Training contributions (or differential) in accordance with this Agreement.

7.2 In the areas of drywall, acoustical and insulation, if the Employer is unable to find qualified competitive Union subcontractors, Article 7

will be waived by mutual agreement after review of the bids by the Union under the following conditions:

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

7.2.2 (B) If three (3) union subcontractor bids are not received on any segment of work (drywall, acoustical and insulation) referenced above, then the Employer may use the non-signatory subcontractor provided:

7.2.3 (C) 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.

7.3 Exemptions beyond these areas as referenced in 7.2 must be agreed to by the Union prior to the start of work.

7.4 Whenever the Employer is obligated to satisfy MBE-WBE requirements, the Union and

the Employer will agree to waive this provision in the event an Employer and Union are unable to find qualified competitive Union MBE-WBE subcontractors prior to the bid opening. This provision shall not be implemented with any intent other than to meet MBE-WBE requirements.

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

ARTICLE 8 HOURS OF WORK - SHIFTS - OVERTIME

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 work day between the hours of 6:00 a.m. and 6:00 p.m. with 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.

8.2 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 tool box or equipment at the employee's assigned work

location. Dry and/or lunch shacks and/or check-in locations shall be placed as near the gangbox 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 manhaul or permit the employees sufficient time to walk to the parking lot by quitting time.

8.3 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 time and one-half the straight time rate. All work performed on Sundays and Holidays 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 12).

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

8.4.1 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.

8.4.2 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 lunch period at midshift, 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 lunch period at midshift, 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 lunch period at midshift, 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.

8.4.3 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.

8.5 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 (1/2) 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 seven (7) 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 16)

8.5.1 In the event the job is down for any reason beyond the Employer's control, including holidays as defined by Article 10, 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).

8.6 **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.

8.7 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 9 LUNCH

9.1 Employees shall not be required to work more than five (5) hours from the start of their shift without a one-half ($\frac{1}{2}$) hour (nor more than one <1> hour) break for lunch. This period shall not begin earlier than three and one-half ($3 \frac{1}{2}$) 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 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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.

9.2 Employee's lunch period may be staggered during the period of three and one-half ($3 \frac{1}{2}$) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

9.3 Rest Periods

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 work station when reasonable. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each 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.

ARTICLE 10 HOLIDAYS

10.1 The following seven (7) days shall constitute the recognized holidays within the terms of this Agreement. If any of the following holidays falls 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	

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

ARTICLE 11

PAY DAY

11.1 Employees shall be paid in full prior to quitting time on the jobsite once each week (on the same day), but in no event shall more than five (5) days' (Saturday, Sunday and holidays excluded) wage be withheld.

If the regular payday falls on a holiday, the employee shall be paid on the last regular work day before the holiday.

An employee's pay check stub or attached statement shall contain an itemized statement showing the breakdown of straight time hours, overtime hours, rate of pay, and all authorized deductions, and must indicate the name and address of the Employer. In the event an employee receives an N. S. F. Check, thereafter all payments shall be made by cash or certified check and he/she shall be considered not paid timely and shall receive

eight (8) hours pay for every Twenty Four (24) hour period thereafter until he/she receives cash or certified check in full payment. Documented bank errors will be exempt from the initiation of eight (8) hour penalty.

No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer's representative ten (10) working days from the pay period in question.

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

11.3 Employees who quit shall be paid not later than the next regular pay period.

ARTICLE 12
UNION REPRESENTATIVES &
JOB STEWARDS

12.1 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.

12.2.1 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.

12.2.2 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 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 work area, the Job Steward shall inform his immediate supervisor

where he wishes to go and shall secure permission to leave. The Steward shall also report back to the supervisor on his return.

12.2.3 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 report once a week.

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

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

ARTICLE 13 SETTLEMENT OF DISPUTES & GRIEVANCES

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

13.2 **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:

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.

13.3 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.

13.4 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.

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

13.6 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.

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

ARTICLE 14 JURISDICTIONAL DISPUTES

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

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

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

14.4 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.

14.5 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.

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

ARTICLE 15 HEALTH, SAFETY AND ACCIDENT PREVENTION

15.1.1 The Employer shall comply with the Safety Standards for construction work in the State of Idaho and 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.

15.1.2 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.

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

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

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

15.3.2 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 are to 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.

15.4 **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 manpower.

15.5 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 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.

16.4 An employee prevented from completing the shift due to causes other than weather and equipment breakdown shall receive the following showup 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) but less than four (4) shall receive four 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 pay; an employee who works in excess of five hours shall receive actual time worked.

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

16.6 **EMERGENCY CALL OUT:**

In the event an employee has left the project and is called back to perform overtime work after his 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 9).

ARTICLE 17

EQUAL EMPLOYMENT OPPORTUNITY

17.1 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.

17.2 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 18 SAVINGS CLAUSE

18.1 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 14 shall not apply to this Article.

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

ARTICLE 19 PUBLIC WORKS PROJECTS

IDAHO STATE

Public Works Projects - Davis Bacon Act & Related Statutes

19.1 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). The published hourly wage 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 Local Unions having jurisdiction of the project. The fringe benefit contribution rates shall be those as established and maintained by the Master Agreement. 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.

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.

19.3 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.

INTERPRETATIONS:

1. When wage and fringe are printed as prevailing rate, and then pay the published wage and the Master Agreement fringe.
2. When wage only is printed and is less than the agreement wage, then pay the published wage and the Master Agreement fringe.
3. When wage only is printed and is greater than the agreement wage, then subtract the Master Agreement fringe to get the wage. (Wages will not be decreased in order to maintain benefit.

ARTICLE 20 SPECIAL CONDITIONS

20.1 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.

20.1.2 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.

20.2 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 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.

ARTICLE 21 CRAFT SCHEDULES

21.1 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.

21.2 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.

ARTICLE 22

EFFECTIVE DATE AND DURATION

22.1 This Agreement shall become effective as provided in this Article when signed by the Southern Idaho Contractors Group and the Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America and its affiliated Local Unions having jurisdiction in the territory designated in Article 5.

22.2 All workmen covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the Schedules attached hereto, 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.

22.3 This Agreement shall become effective upon all work June 1, 2016, and shall remain in full force and effect until May 31, 2019, and from year to year thereafter unless notice is given in writing by the Union or the Employer to the other party.

22.4 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 given written “Notice of Termination” not later than ninety (90) days nor more than one hundred twenty (120) 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.

22.5 Any “Notice of Opening” or “Notice of Termination” given within ninety (90) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

ARTICLE 23 SUBSTANCE ABUSE POLICY

23.1 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 program of urine

testing, 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.

The Substance Abuse Program is contained in a separate addendum to this Collective Bargaining Agreement.

Drug testing shall be handled through a third party administered "Clean Card" system, paid for in its entirety by management. Management and labor have named a sub-committee to develop the program.

ARTICLE 24

Labor and Management Committee

24.1 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.

IN WITNESS WHEREOF: The Southern Idaho Contractors Group and the Pacific Northwest Regional Council of Carpenters have hereunto subscribed their names and executed this Agreement as of this 24th day of May, 2016, through the 31st day of May, 2019, or any year thereafter.

EMPLOYER: C and H Construction Group Inc., Name of Company	Union: PNW Regional Council of Carpenters, UBC
By (print name): <u>Clayton Harrison</u>	By: <u>John Hoyrup</u>
Title: <u>Pics</u>	Title: <u>Service Representative</u>
*Signature: <u><i>Clayton Harrison</i></u>	*Signature: <u><i>John Hoyrup</i></u>
Address: <u>PO Box 60558</u>	*Regional Manager:
<u>Idaho Falls ID 83405</u>	*Contract Administration: <u><i>[Signature]</i></u>
Phone: <u>208 589-0290</u>	*Required Signers

EMPLOYER:
Intermech Inc.
Name of Company

By (print name): Martin Cornwall

Title: VP & General Manager

*Signature: *[Signature]*

Address: 1675 Peterson Street
Idaho Falls, ID 83402

Phone: 208-525-7030

MLC SICG *[Signature]* PNWRCC

SCHEDULE "A"

Wages Effective

	<u>6/1/2016</u>	<u>6/1/2017</u>	<u>6/1/2018</u>
Carpenter Group 1	\$27.76	\$28.77	\$29.81
Carpenter Group 2	\$27.94	\$28.96	\$29.98
Carpenter Group 3 (Millwright)	\$28.10	\$29.12	\$30.27

Benefits Effective

	<u>6/1/2016</u>	<u>6/1/2017</u>	<u>6/1/2018</u>
Health & Security	\$5.50	\$5.50	\$5.50
Pension	\$6.76	\$6.76	\$6.76
Apprenticeship	\$0.56	\$0.57	\$0.58
Vacation (Deduction)	-\$1.00	-\$1.00	-\$1.00

SIGNATURES CARPENTERS ZONED PAY

SECTION 1. There shall be three zones measured from the cities Boise, Twin Falls, Pocatello and Idaho Falls, for pay purposes which are described as follows:

ZONE 1: That area within thirty (30) miles of the U.S. Post Offices identified in SECTION 2. below shall be considered a free zone without any premium paid for travel and/or lodging.

ZONE 2: That area more than thirty (30) miles and up to sixty (60) miles from all the U. S. Post Offices identified in SECTION 2. below shall require a premium to be paid of \$2.00 per hour worked for travel and/or lodging.

ZONE 3: That area more than sixty (60) miles from all the U.S. Post Offices identified in SECTION 2. below shall require a premium to be paid of \$3.00 per hour worked for travel and/or lodging.

SECTION 2. The zones shall be measured from the U. S. Post Offices of the various cities located as follows: Boise, (304 N. 8th Street); Twin Falls (253 2nd Ave. West); Pocatello, (Clark Street); and Idaho Falls, (875 North Capital Avenue).

SECTION 3. Wage rates to be paid in the zones described above shall be set forth in the Schedules A attached hereto.

SECTION 4. If a project is located in more than one zone, the lower zone rate shall apply.

SECTION 5. An official map of the zones identified in this Agreement shall be prepared by

an independent mapping service and shall be attached to this Agreement and kept on file in the offices of the Unions and the Contractors signatory hereto.

I. CLASSIFICATIONS:

GROUP 1: Carpenters, Floor Layer, Shingler, Drywall Applicator, Installer of metal studs, metal framing, acoustical material, metal partitions, porcelain and enamel and metal panels, Marlite and rigid or flexible plastic laminates, weather stripping and insulation, asbestos abatement worker, hazardous waste worker.

GROUP 2: Saw Filer, Stationary Machine Operator, Piledriver, Bridgeman & Wharf Builder, Automatic Pile Threader.

GROUP 3: Millwright & Machine Erector, Piledriver's Boom Man.

NOTES: FOR ZONE 2 & 3 RATES ADD \$2.00 and \$3.00 respectively to wage listed above. \$1.00 per hour has been included in the base wages for the Credit Union Provision detailed in SCHEDULE A IV. ** CREDIT UNION PROVISION

FOREMAN: \$1.00 per hour over the Journeyman scale of the classification under his supervision. Handling burned or charred material - twenty cents (\$.20) per hour over Journeyman Carpenter.

Handling of materials freshly treated with creosote or wolmanized, or treating such materials - twenty cents (\$.20) per hour over Journeyman Carpenter rate.

Men suspended on a swinging stage, on boatswain chair, on a life belt off a line or block and tackle shall receive twenty cents (\$.20) per hour more than the classified rate. All swinging or suspended scaffolds shall be equipped with a power climber except on slope work.

APPRENTICES AND TRAINEES: Apprentices shall be employed in accordance with the standards set and administered by the Joint Apprenticeship Committees. Apprentices shall work under the supervision of a Journeyman as carpenter helpers. The wage rate schedule for Apprentices shall be based upon a percentage of the Journeyman scale as follows based on January 1, 2004.

Registered Apprentices:	Zone 2	Zone 3
1st Period is 60% of the applicable journeyman wage rate	Add \$2.00	Add \$3.00
2nd Period is 65% of the applicable journeyman wage rate	Add \$2.00	Add \$3.00
3rd Period is 70% of the applicable journeyman wage rate	Add \$2.00	Add \$3.00
4th Period is 75% of the applicable journeyman wage rate	Add \$2.00	Add \$3.00
5th Period is 80% of the applicable journeyman wage rate	Add \$2.00	Add \$3.00
6th Period is 85% of the applicable journeyman wage rate	Add \$2.00	Add \$3.00
7th Period is 90% of the applicable journeyman wage rate	Add \$2.00	Add \$3.00
8th Period is 95% of the applicable journeyman wage rate	Add \$2.00	Add \$3.00

II. HEALTH & SECURITY TRUST FUND

It is agreed by the parties hereto that all employers covered by this Agreement shall contribute a sum as listed in Schedule "A-1" herein for each compensable man hour of Carpenters employed by Employers covered by this Agreement, which contribution shall be made to the Western Washington Carpenters-Employers Health and Security Trust Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Health and Security 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. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member employers.

III. PENSION TRUST FUND

It is agreed by the parties hereto that all employers covered by this Agreement shall contribute a sum as listed in Schedule "A-1" herein for each

compensable man hour of Carpenters employed by Employers covered by this Agreement into a Retirement Fund known as the "Washington-Idaho-Montana Carpenters-Employers Retirement Fund". 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 July 20, 1965, between the Inland Northwest Chapter of the Associated General Contractors of America and the Washington State Council of Carpenters, District Councils and signatory Local Unions of the United Brotherhood of Carpenters and Joiners of America 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.

IV. **CREDIT UNION PROVISION

Effective January 1, 2008, the parties agree that in addition to the wage rates provided for in this Agreement, **the Employer shall pay into a credit union \$1.00 per hour worked for each Carpenter and Millwright covered by this Agreement. The amount has been included**

in the base wages listed in the SCHEDULE A 1. CLASSIFICATIONS, WAGE RATES AND EFFECTIVE DATES. The name of the credit union to which such payments shall be made will be specified in a separate Letter of Understanding. Such payment shall be made monthly on or before the 15th of the month following that for which the contribution is being made and shall be deposited in the depository bank designated to accept the other fringe benefits provided for in this Agreement.

The purpose of these contributions is to create individual share accounts in the Credit Union for each Carpenter covered by this Agreement.

The details concerning the administration of the Credit Union shall be as stated in their charter and bylaws, and any amendment thereto which may be approved by the National Credit Union Administration. Neither the Employer Association nor individual Employer, nor the Union shall participate in the administration of said Credit Union. It is understood that the Employers will make these contributions on the same transmittal forms as are used for the other fringes. The pro-rata cost of such forms, and the collection and accounting thereof will be deducted from the contributions and be paid to the fringe benefit administrator. The balance remaining will be credited to

the individual share accounts.

It is further understood that all payroll taxes shall be deducted from the gross pay and then \$1.00 shall be held out of the net pay and shall be reported as stated above.

It is further understood that the charter and bylaws of the designated Credit Unions will be amended to extend membership to all Carpenters covered by this Agreement.

In order to eliminate onerous book and record keeping burdens on all parties, Employers will make contributions to each of the funds by means of one check and one report to include all funds. Pro-rata costs of the report forms will be paid by the funds equally. The Fund Administrator and the depository bank working jointly will distribute the contributions as outlined in the report and this schedule.

In the event an Employer fails to make the required monetary contributions in conformity with Sections 1, 2 and 4 of this Article, the Union may take any economic action necessary to insure the proper collection of these contributions.

FAILURE TO PAY CONTRIBUTIONS.

Severe penalties for delinquencies are provided in the Trust Agreements.

V. APPRENTICESHIP AND TRAINING TRUST FUND

In addition to the wage rates listed herein, all persons, parties, firms, or corporations as listed in signature schedule attached hereto, or otherwise coming under the scope of this Agreement, who are, or may become signatory to this Agreement, agree that the existing Oregon-Washington Carpenters-Employers Apprenticeship and Training Trust Fund, established December 28, 1965, shall continue in full force and effect for the purpose of supporting and expanding apprenticeship and training programs for all eligible employees covered by this Agreement and shall pay into the existing Oregon-Washington Carpenters-Employer Apprenticeship and Training Trust Fund, effective January 1, 2008, Apprenticeship contribution is 1.4% of Group 1 total package (Wage + Health and Welfare + Pension X 1.4%) per hour for each compensated hour worked for each employee covered by this Agreement. Payment shall be made monthly on or before the 15th day of the month following that for which contribution is being made and shall be deposited in the Trust Department of Carpenters Trust Funds, Wells Fargo Bank, P. O. Box 3984, Seattle, Washington 98164-3984. The Employer agrees to and becomes a party to the Trust Agreement known

as the Oregon-Washington Carpenters-Employer Apprenticeship and Training Trust Fund, as modified or amended and does designate the present and future employer trustees as the Employer's authorized representatives on said Trust. Copies of the Trust Agreement are available on request at the office of the Pacific Northwest Regional Council of Carpenters, in Seattle, Washington, or the Administrator of the Trust Fund.

VI. UNION DEDUCTIONS-DUES CHECK OFF

In accordance with terms of an individual and voluntary written authorization for check-off of membership dues or deductions in form permitted by the provisions of Section 302(c) of the Labor Management Act, as amended, the employer agrees to deduct for working dues or deductions an amount from wages once each week, which has been authorized by the membership. The working dues or deductions which are deducted shall be paid monthly by the fifteenth (15th) day of the month following the month in which they are deducted.

The rate for union dues deduction is ~~3.85%~~ 4% 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 carpen-

ter wage rate.

DIVERSION CLAUSE

Upon serving 90 or more days written notice to the Employer, the Union shall be permitted to divert any portion of the wage package to any of the trust funds or wage rates set forth in this agreement.

TRUSTEE REQUIREMENT

Employer Trustees to the: Carpenters Health and Security Trust of Western Washington; Washington-Idaho Montana Carpenters-Employers Retirement Trust Fund; Oregon-Washington Carpenters-Employers Apprenticeship and Training Trust Fund shall be contributing employers or their full-time employees.

SCHEDULE “B”

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

Carpenters Local Union No. 808
4147 N Haroldsen
PO Box 51160
Idaho Falls, ID 83405-1160
Phone: (208) 524-2409
Fax: (208) 524-2432
John Hoyrup

Carpenters Local Union No. 635
965 South Industry Way
Suite 104
Meridian, ID 83642
Phone: (208) 333-0343
Fax: (208) 343-6549
Stephen Kramer

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 employee shall furnish, rent or lease, for compensation or otherwise on any job, a transit, mortising, boring machine, power saw, power jointer, floor sander, power activated tools regardless of whether they are powered by batteries, AC-DC electrical, gas or air: ladder, scaffolding either stationary or rolling, stilts trestle, bench, mitre box, siding cutter, dial indicator (larger than 1" face), micrometer (not over 1"), any type of laser, reamer, extractor, taps, tap wrenches, metal drill, socket wrench (over 1/2" drive), box end

or adjustable wrench larger than a 12" Crescent, shaft levels (over 12"), augers (over 1-1/8"), auto, truck or similar equipment, welding machines, cutting torch, and welders protective equipment, such as gloves, leathers, hoods, goggles. The above equipment must be furnished by the Employers.

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 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.

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. A separate Out-of-Work List for Apprentices shall be maintained at each hiring hall. The

method of selection and dispatching of apprentices shall be determined by each local J.A.T.C. and shall become part of this Agreement.

- E. The employment of Apprentices shall be in accordance with the following ratios: Every Employer who employs two (2) or more journeymen steadily may have two (2) apprentices and may have one (1) additional apprentice for every three (3) additional journeymen on the job. Every employer shall have one (1) apprentice for every three (3) journeymen employed, if apprentices are available. Exceptions to these provisions may be made at the discretion of the joint Apprenticeship and Training Committee. The Bureau of Apprenticeship and Training shall be informed in writing of all exceptions.

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

APPRENTICE: One who is actively enrolled in a 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.

- G. When an Apprentice is be laid off or discharged for cause, the Union will be given forty-eight (48) hours prior notice.
- H. All Apprentices shall be required to attend related training classes as per the J.A.T.C. schedule. Apprentices shall take time off the job without pay for one (1) week, approximately once every 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.
- I. It is agreed that all the contractors will continue to maintain and support Apprenticeship.

