

# **AGREEMENT**

between

**THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

and

**NORTHWEST WALL & CEILING CONTRACTORS ASSOCIATION**

## **ARTICLE 1**

### **PREAMBLE AND PURPOSE**

This Agreement is made between the Pacific Northwest Regional Council of Carpenters (herein referred to as the Union), and members of the Northwest Wall & Ceiling Contractors Association (herein referred to as the Employer). The Union and the Employer recognize and agree that the discrimination against and/or the harassment of an employee as defined by local, state and federal laws is adverse to the interest of both the Union and the Employer. The parties agree that such discrimination and/or harassment is strictly prohibited.

The purposes of this Agreement are to establish harmonious relations and uniform conditions of employment; to promote the settlement of labor disagreements by consultation and arbitration; to prevent, where possible, strikes and lockouts; to utilize more fully the facilities of the Apprenticeship and Training Program; to promote efficiency and economy in the performance of all work covered by this Agreement and encourage a spirit of helpful cooperation between the Employer and Employee to their mutual advantage and the protection of the investing public.

## **ARTICLE 2**

### **WORK DESCRIPTION**

#### **2.01**

(a) Work affected shall include the installation of all materials and component parts of all types of ceiling regardless of their materials, composition, or method or manner of their installation, attachment or connection, including but not limited to the following items: all hangers, carrying channels, cross furring, stiffeners, braces, all bars, regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant ceiling heat fill, all main tees, cross tees, splints, wall and ceiling angles or moldings, all backing board and all finished ceiling materials regardless of methods of installation. It shall also include all work in connection with the installation, erection, application and/or finishing\* of all materials and component parts of all partitions regardless of their material composition or method or manner of installation, attachment or connection, including but not limited to the following items: Cleanroom systems, all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, doors and windows including frames, casings, molding, base accessory trim items, gypsum drywall materials, including preparation, finishing, spraying and decoration of all interior and exterior wall finishes,\* laminated gypsum systems, backing boards, finished board, gypsum lined airshafts, ducts,

plenums, fireproofing of beams and installation of columns and fireproofing of chase, firestopping, firetaping\*, sound and thermal insulation materials, fixture attachments, luminous skylights, mirrored high tech, decorative, integrated ceilings, interior and exterior soffits and facades, installation of access floors, preparation of all openings for lighting, vents; including all layout work and all other necessary or related work in connection therewith.

*\*The Union recognizes the historic separate craft(s) of "finishing" and confirms that a signatory contractor shall assign the finishing work amongst the craft(s) with respect to such finishing work through a separate union agreement covering finishing/finishers or by written assignment. If a signatory contractor makes no written assignment to a union which is not a party to this agreement within 60 days of becoming bound to the terms of this agreement such finishing work shall as of the 61<sup>st</sup> day, become covered in all respects by this agreement. The Union agrees to promptly notify the Northwest Wall & Ceiling Contractors Association of new contractors who become signatory.*

(b) Erecting, constructing, installing and completing of all light iron construction, furring making and erecting of brackets, clips and hangers; wood, wire and metal lath; plasterboard or other material which takes the place of same to which plastic or acoustical material is adhered, corner beads, all floor construction, arches erected for the purpose of holding plaster, cement, concrete or any other plastic or acoustical material.

(c) All carrying bars, purlins and furring, regardless of size; light iron and metal and metal furring of all descriptions such as rods, channels, structural and architectural unistrut and all related attachment systems, flat iron, nailock, screwlock pomerooy, T-bar, H-bar, Z-bar, metal spline and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, acoustical tile or any other materials and all light iron and metal studs such as Stran Steel, Penn Metal, Soule, Truscan or other trade names of metal studs, and all other types of light iron or metal studs, no matter who the manufacturer, when such studs are to receive a drywall finish, such as gypsum board or when such studs are to receive metal lath, rock lath or other material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath, plastic or acoustical materials.

(d) The nailing, tying and fastening of all wire and metallic lath such as wirecloth, wire mesh, expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings of any of the above types of light iron and metal furring which receive lath and plastic or acoustical materials; the placing of all types of floor lath, such as hyrib lath, paperback steel-tex floor lath Penn metal rib, and all other appurtenances connected therewith.

(e) The tying, nailing, clipping or fastening of all types of lath, regardless of size, such as wood lath, plasterboard, button board, flaxinum board, bishopric celotex, gypsum lath, rock lath, gypsum wall board or any and all other types of material erected.

(f) The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base and base screed, and any and all other metal plastering accessories which are covered and/or serve as a guard or



screed for plastic material.

- (g) Installation of reinforced concrete construction where such agreements prevail.
- (h) Acoustical and building insulation of any type or method of installation or application.
- (i) Assembling, rigging, and installation of interior and exterior load bearing and non-load bearing wall panels, the installation of embedded steel plates and hold down systems, the cutting, fastening, and welding of all components, the installation of joist systems, web truss systems, decking, shear wall systems, interior and exterior sheathing, other structural systems and their related structural components , all layout work and all other necessary or related work in connection therewith.
- (j) The erection and dismantling, loading and unloading, of all scaffold required to perform all scopes of work in Article 2.
- (k) The incidental equipment operation required to perform all scopes of work in Article 2.
- (l) Such other work which falls within Section 1 as such other work may now exist or may come into being as a result of the development of new methods or materials.
- (m) The handling on the job site of all materials or materials falling within the trade jurisdiction of the Union from the site of delivery on the job to the point of the job where work is to be performed with said materials including debris removal and stuffing sound insulation.

**2.02** There will be no strikes, work stoppages, slowdowns or other interference of any type with the work or the project because of jurisdictional disputes. The employer shall be responsible for all jurisdictional assignments and the employer's assignment shall be final and binding on a project-by-project basis.

**2.03** This Agreement shall be effective for all work covered by this Agreement, performed in the State of Washington with the exception of the five and one-half counties of Southwest Washington; namely, Klickitat, Skamania, Clark, Cowlitz and Wahkiakum and that portion of the Pacific county south of a straight line made extending the north boundary line of Wahkiakum county to the Pacific Ocean.

**2.04** The crest of the Cascades Meridian shall divide the covered territory into two geographic areas known as Western Washington and Eastern Washington. Each area shall have its own schedule of wages and benefits.

### **ARTICLE 3 RECOGNITION**

The Pacific Northwest Regional Council of Carpenters has asserted, and presented evidence or offered to present evidence, that a majority of the Employer's employees performing work within the scope of the carpentry trade has designated the Regional Council to represent them in collective bargaining. Predicated on that showing of majority support and the Regional



Council's request for recognition as majority representative, the employer hereby recognizes the Regional Council as NLRA Section 9(a) collective bargaining representative for all employees performing work within the carpentry trade within the geographical jurisdiction of the Regional Council of Carpenters on all present and future jobsites, which the parties agree is a unit appropriate for bargaining under Section 9(a) of the National Labor Relations Board.

**3.01** The Employer recognizes the Union as the sole and exclusive bargaining representative of all employees employed in the classifications of Foreman, Journeyman, Apprentice and Utilityworker in the employ of the Employer with respect to wages, hours and all other terms and conditions of employment on all present and future jobsites within the jurisdiction of the Union.

**3.02** Employees shall become and remain members of the Union as a condition of employment by the eighth calendar day following the date of their employment, or the effective date of this Agreement, whichever is later.

**3.03** It is further agreed that all employees covered by this Agreement shall maintain their membership in good standing with the Union.

**3.04** Failure of any employee to pay or tender normal initiation fees or dues as required by this Agreement shall, upon written request of the Union, result in termination of such employee in writing, a copy of which shall be returned to the Union.

#### **ARTICLE 4 SUBCONTRACTOR CLAUSE**

If an Employer bound by this Agreement contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration or repair of a building, structure or other work to any person or proprietor who is not signatory to an Agreement, the Employer shall, before subcontracted or transferred work commences, require such subcontractor to be bound to all the provisions of an Agreement for the duration of their project and shall be liable for any breach of the subcontractor. If a subcontractor is allowed to perform the work described in this Agreement without being signatory to an Agreement, such contractor shall maintain daily records of such subcontractor's employees' jobsite hours and be liable for payment of wages, travel, health & security, retirement, vacation, apprenticeship, and work assessment deduction contributions (or differentials) in accordance with this Agreement and be liable for payment of same.



**ARTICLE 5  
EFFECTIVE DATE AND DURATION**

This Agreement shall become effective June 1, 2013, and shall remain in full force and effect through May 31, 2016, and shall be automatically renewed from year to year thereafter; provided, however, that any party hereto desiring changes or modifications of the Agreement shall give the other party a written notice of an intention to terminate not less than sixty (60) days, not more than ninety (90) days, prior to, the expiration date of this Agreement. Such notice of any determinations made pursuant thereto shall in no way affect the Agreement for the balance of that contract year. Both parties agree that negotiations on proposed modifications or changes shall start not later than thirty (30) days after receipt of notification.

**ARTICLE 6  
SAVINGS CLAUSE**

Should any part of, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a decree of judgment of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to re-negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

**ARTICLE 7  
FRINGE BENEFITS**

The Employer also agrees to serve as a trustee on any or all trusts listed below when and if required and in such cases, the Employer agrees that the trustee shall be a salaried executive or officer of the signatory Employer (or the Employer association). The Union's trustee must be employed by and representing members of the Union. It is further understood that should a trustee not meet the criteria, he/she must be replaced within thirty (30) days by the selection process of the respective parties, Labor/Management.

**7.01 HEALTH & SECURITY.** All Employers covered by this agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man hour of Carpenters, including supervisory employees when covered by this agreement, in work contained in the terms of this agreement, which contributions 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 signatories to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management Trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer Association, on behalf of its member employers.

**7.02 RETIREMENT.** All Employers covered by this agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man hour of Carpenters, including supervisory employees when covered by this agreement, in work contained in the terms of this agreement. Said contributions shall be for the benefit of employed or retired Carpenters who are working under or have retired under the Carpenters Retirement Plan of Western Washington and Carpenters of Western Washington Individual Account Pension Plan. Contributions shall be made to the Carpenters Retirement Trust of Western Washington in the manner as set forth in the Trusts Agreement of said Trust. The details of the Carpenters Retirement Plan of Western Washington and the Carpenters of Western Washington Individual Account Pension Plan established by this Trust Fund and this Trust 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. Allocation between the Carpenters Retirement Plan of Western Washington and the Carpenters of Western Washington Individual Account Pension Plan of contributions shall be determined by the Joint Board of Trustees in accordance with the actuarial and funding requirements of these plans.

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.

**7.02.1 SUPPLEMENTAL CONTRIBUTIONS.** There shall be five (5) classifications of employees under this agreement to determine eligibility for supplemental contributions to the Individual Account Plan (which shall be fully vested Supplemental Contributions). Classification is based upon type of work in the industry and attainment of advanced levels and experience and status. Applicable terms and conditions of this agreement shall be applied in accordance with the attained classification. Attached is a Classification Schedule (Exhibit 1) to establish classifications and pay rates for the Supplemental Contributions.

**7.02.2** Applications for classification designations shall be submitted to the Executive Secretary-Treasurer of the Union, and upon recommendation of the Executive Secretary-Treasurer, classification designations shall be granted by the Union's Executive Board upon verification that the applicant has attained the requisite experience outlined below:

**Class O:** shall consist of any employees covered under the Labor Agreement for the Wall & Ceiling Industry Collective Bargaining Agreement), including Apprentices.

**Class I:** shall consist of those employees covered under the Collective Bargaining Agreement, with more than six months of industry seniority (contiguous service shall count in establishing industry seniority).

**Class II:** shall consist of senior employees who have attained at least sixth period apprenticeship status with at least one (1) year of industry seniority under the Collective Bargaining Agreement.

**Class III:** shall consist of senior employees who have attained journeyman status with at least two (2) years of industry seniority under the Collective Bargaining Agreement.

**Class IV:** shall consist of senior employees who have attained journeyman status with at least three (3) years of industry seniority under the Collective Bargaining Agreement.

**7.02.3** Each employee shall submit to the Executive Secretary-Treasurer of the Union any classification change request no later than June of each year. Upon approval by the Union, such classifications shall be effective the following June 1. Classification change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Executive Board of the Union. Upon notification by the Union to the Employer of an approved classification change, the Employer shall pay wages and fringe contributions at the approved classification level unless and until notified by the Union of a classification change. In no event, however, shall a classification change be implemented except by proper notification from the Union, and no more than one (1) classification change may be effected during any contract year and shall be effective as of June 1, except a reduction to Classification O may be effective the first of the next following month after notification to the Employer.

**7.02.4** Notwithstanding an employee's designated classification all premium rates (foremen differentials, overtime, etc.) shall be calculated at the Class O taxable wage rate.

**7.02.5** Notwithstanding any provision herein to the contrary, the contribution levels to the Pension Plan provided herein shall not cause the Plan to be in violation of Section 415 of the Internal Revenue Code (and any other sections of the Code); if necessary, adjustments to the contribution rates shall be agreed to by the Union and contributing Employers to comply with the Code.

**7.03 APPRENTICESHIP AND TRAINING.** It is agreed that all Employers covered by this agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man-hour of Carpenters, including supervisory employees when covered by this Agreement. Said contribution shall be made to the Carpenters-Employers Apprenticeship and Training Trust Fund of Washington-Idaho in the manner as set forth in the Trust Agreement of said Trust. 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 signatories to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member employers.

**7.04 VACATION FUND.** It is agreed that all employers covered by the Agreement shall subtract a sum as listed in Schedule "A" herein for any compensable hour from each employee's net paycheck (after taxes) and shall pay this to a Vacation Fund as set forth herein. (Note: These sums shall be deductions (after taxes) from the rates shown in Schedule "A"). Said contribution shall be made to the Carpenters Vacation Trust of Western Washington in the manner as set forth in this Trust Agreement of said Trust. The details of such Vacation Plan established by the 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

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management who are signatories to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association on behalf of its member employers.

**7.05 TRUST MERGER.** In the event of any proposed Trust merger or consolidation the Employer signatory to this Agreement, who remains a co-signator/Trustor with the AGC and the Union, shall be given adequate notice of such and shall have a meaningful opportunity to bargain the impact of such merger or consolidation.

## **ARTICLE 8 LIABILITY OF EMPLOYERS UNDER FUNDS**

**8.01** The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Funds under this Agreement are essential to the effective maintenance of the Health & Security Fund, and that it would be extremely difficult, if not impractical, to fix the actual expense in damages to these Funds which would result from the failure of an individual Employer to pay such monthly contributions in full within the time provided by this Agreement. Contributions to the fund shall be due and payable on or before the fifteenth (15) day of the month immediately following the month in which the hours were worked. Payments for contributions shall become delinquent on the twentieth (20) day of the month immediately following the month in which the hours were worked. Each monthly contribution shall include all payments, which have accrued in the interim for work performed up to the last day of the preceding calendar month. Each monthly contribution shall be accompanied by a simple report in a form and manner prescribed and approved by the Board of Trustees of the Fund.

**8.02** Legal action may be taken to collect delinquent contributions, together with liquidated damages and interest thereon, and it is agreed that in any such action the Employer shall be liable to pay the Fund (or Funds) a reasonable sum for an attorneys fee, together with an amount equal to all costs incurred and expenses incurred by the Fund (or Funds) in bringing such legal action. Failure by an individual Employer to make the required payments shall be deemed a breach of this Collective Bargaining Agreement by the individual Employer and may subject the individual employer to economic action, in addition to the other remedies provided herein to compel performance of the provisions of this Article.

**8.03** The Trustees of each of the Joint Labor-Management Trusts shall have the power to require each Employer to furnish such information and reports as they may require in performance of their duties as Trustees. The Trustees or any authorized agent of the Trust or Trusts shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such of the books, records, papers and reports of the Employer relating to the hours and wages of employees as may be required to permit the Trustees to determine whether the Employer is making full payments to the Trusts. Such records include by way of examples:

- (a) Time cards;





- (b) Payroll records and related worksheets and recap sheets;
- (c) Checkbooks or registers and canceled checks pertaining to payroll items;
- (d) Copies of Health & Security Fund, Retirement Fund, Individual Account Fund, Vacation Fund and Apprenticeship Fund reports and related worksheets;
- (e) Payroll tax records including:
  - (1) Federal Tax Form W-3, reconciliation of income tax withheld from wages, and the related W-2 Forms.
  - (2) Washington State Employment Security Department Reports, Form SF520B, Employer's Tax Report; Forms SF520B(a), Employer's Quarterly Report of Employees' Wages; Forms SF520B(a)(1), Employer's Quarterly Wage Detail Report.
  - (3) Washington State Department of Labor & Industries Reports, Form SF7442, Application to Open or Reopen an Individual Insurance Account; Form SF 7578(rev.) State of Washington Employer's Quarterly Report of payroll.
  - (4) Any delinquency or penalty statements related to the above forms.

**8.04** The parties to this agreement hereby instruct the Trustees to take whatever action is needed to reduce the Employers unfunded liability.

**8.05** The Board of Trustees is authorized as a term of this agreement to require any signatory contractor who becomes ninety (90) days delinquent in tendering Trust payments to post a bond as determined by the trustees.

## ARTICLE 9 SETTLEMENT OF DISPUTES AND GRIEVANCES

**9.01** In cases of alleged violation, misunderstandings or differences in interpretation or application of this Agreement, there shall be no cessation or stoppage of work. Both parties pledge their immediate cooperation to eliminate the above mentioned possibilities, and the following procedure is adopted for this purpose. To be valid a grievance must be filed no later than fifteen (15) working days of the occurrence or knowledge but in no event later than thirty (30) working days from the actual event. Working days are Monday through Friday not counting any listed Holidays.

**9.02:** In the event of a dispute the following procedure will be followed to address the dispute:

**Step One:** In the event that a dispute arises and cannot be satisfactorily adjusted informally between the representative of the Union involved and the Employer, the dispute shall promptly (not later than fifteen (15) working days), be referred to the authorized representative of the Union and the Employer or their authorized representative. Should they fail to effect a settlement, the matter may proceed to Step Two if advanced by the filing party.

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

**Step Three:** The issue shall be referred to mediation unless one party waives their right to this Step. The parties shall request a mediator from the Federal Mediation and Conciliation Service or other acceptable service. This person shall serve as the mediator to resolve the dispute. The expense of employing the mediator shall be borne equally by both parties and each party shall be responsible for their own attorney fees and other costs. Should mediation be waived or the parties fail to reach agreement to mediate the dispute, the matter may proceed to Step Four if advanced by the filing party.

**Step Four:** The parties shall request a list of nine (9) Northwest arbitrators (if available) from the Federal Mediation & Conciliation Service and shall alternately strike names until only one name remains. This person shall serve as the arbitrator to resolve the dispute. The Arbitrators decision shall be final and binding on all parties and affected employees. All costs of employing the Arbitrator and conducting the hearing shall be borne by the losing party and if the losing party can not be determined the Arbitrator shall apportion the costs. Each party shall bear all of its costs, fees, etc. of conducting its part in any grievance hearing or processing.

**9.03** Any decision of the Board shall be within the scope and terms of this Agreement. Any decision by the Board or Arbitrator shall be rendered within twenty (20) working days, or at their discretion, after the dispute is referred to them, and such decision shall be final and binding upon all parties. By mutual agreement any of the aforementioned time frames in this Article may be waived or extended.

## ARTICLE 10 HIRING

**10.01** Employees may solicit work from the Employer. In the event the Employer hires the employee directly, such employee shall secure a dispatch slip from the Unions Central Dispatch office and present said dispatch slip to the Employer upon reporting for work. The Employer may call the Union for referral of employees and the Union shall refer employees in the manner set forth in this Article. The Union shall have at least one work day from the time of the order within which to refer employees. If the order is not filled within that time or such later time as may be specified by the Employer, the Employer may hire from any other source. The Employer shall immediately notify the Union of the name, address and social security number of any employee hired from such outside source. Under no circumstances shall any employee be retained in employment who does not present a dispatch slip obtained from the Union. All

employees dispatched shall be prepared to present I-9 documentation when reporting to work. Failure to present said dispatch upon reporting for work within forty-eight (48) hours of employment shall be cause for termination upon written request from the Union. All employees shall comply with State and Federal requirements for employment.

**10.02** Upon receiving a request from an Employer and in the absence of a specific request by name by the Employer, the Union will refer from the out-of-work list. The Union shall refer in the order of seniority on the list provided the applicant possesses the skills in the type of work called for by the Employer.

**10.03** The Employer may request anyone by name who appears on the out-of-work list. Applicants reporting to the jobsite on time as requested per the dispatch slip, within twenty-four (24) hours after being requested, must be put to work or paid the proper show-up time unless the Union is notified of cancellation prior to referral. The Employer may reject or discharge any applicant or employee for cause which they may deem sufficient. No Employer may discriminate against any referred applicant or employee, or refuse an applicant referred by the Union or discharge any employee for Union activities which do not interfere with the proper performance of their work.

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

**10.03.2** The Employer agrees to notify the Union by fax or e-mail of the number of represented employees and their names who were employed during that month.

**10.04 CONTINUING EDUCATION.** Labor and Management are committed to continuing Journey worker training and the lifelong learning process. As such, the following shall apply:

Every Journeyman beginning June 1, 2013, shall be required to take Continuing Education annually. Preapproved training will be provided through the UBC affiliated Training Trusts. Training from other than UBC programs shall not be automatically recognized, and must be approved in advance by the Labor – Management Committee.

The following requirements must be satisfied:

1. A Journeyman must maintain current qualification cards in each of the following.
  - (a) First Aid/CPR – (currently 8 hrs, card expires after 2 years)
  - (b) OSHA 10 or OSHA 30 – (currently 10 or 30 hrs with No expiration)
  - (c) Scaffold User – (currently 8 hrs, card expires after 4 years)
  - (d) Powder Actuated Tools – (currently 8 hours with No expiration)
  - (e) Scissors/Boom Lift – (currently up to 8 hrs, with No expiration)
  - (f) Fall Protection – (currently 4 hours with No expiration)

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2. A minimum of one (1) skill class (eight hours minimum) directly related to the Work Description in Article 2 of this Agreement must be taken annually.

The time frame in which to satisfy the annual requirement for the next year shall be from May 1 through April 30. Training must be taken before May 1, 2014 for eligibility on June 1, 2014 and by May 1<sup>st</sup> for June 1<sup>st</sup> eligibility each year thereafter. All employed Journeymen who have fulfilled their required Continuing Education commitment must report to the Union for re-dispatch during the month of May each year.

Journeymen must fulfill their Continuing Education requirements annually to be eligible for any June 1<sup>st</sup> wage increase. If they have not fulfilled their requirements they will receive the expiring Journeyman hourly wage rate until such time as they meet the requirements to receive their increase. This section shall not apply to non-taxable benefits under Articles 7 and 8.

Upon written confirmation from the applicable training program of a Journeyman's fulfillment of the Continuing Education requirements subsequent to the May 1<sup>st</sup> deadline, the affected Journeyman will be re-dispatched at the full Journeyman rate beginning the first day of the month following completion of the requirement.

**10.04.1** The Employer may not provide journeymen a wage increase if they have not fulfilled their mandatory Continuing Education requirement.

**10.04.2** The Employer will remit to the training trust each month an additional amount equal to the wage increase withheld per hour from each Journeyman not eligible that month for their wage increase.

**10.04.3** A Labor – Management Committee consisting of no more than four (4) members appointed by the Union and four (4) members appointed by the Northwest Wall and Ceiling Contractors Association shall meet on a quarterly basis to monitor Journey worker training programs and the utilization thereof.

The Labor – Management Committee will have authority to resolve all issues pertaining to the mandatory Continuing Education Program.

Journeymen may take training through the Northwest Wall and Ceiling Contractors Association, the Northwest Wall and Ceiling Bureau, specific/special training by industry professionals or courses taken from an accredited educational institution for the construction industry. Should the question of appropriateness of content arise it shall be referred to the Labor – Management Committee for resolution.

## **10.05 APPRENTICESHIP.**

**10.05.1** Any Journeyman new to the Union who has not completed an approved UBC apprenticeship program or does not have documented industry work experience with a signatory contractor, prior to dispatch under this Agreement, must first register with the LADS Training Center for evaluation. After completing the evaluation process, the individual shall be dispatched at not less than eighty (80) per cent of Journeyman wage and, if required, enrolled into the "Journeyman Upgrade Program" at the LADS Training Center unless the



applicant's evaluation indicates the individual does not have journey-level skills and should be referred to the LADS Apprenticeship Program. Employee's enrollment in the "Journeyman Upgrade Program" shall be limited to ninety days from the employee's date of original dispatch. Any employees registered in the upgrade program who do not comply with the training requirements as defined by the JATC Committee may be subject to termination. Any Employer who does not assign work as described in the evaluation report by the LADS Training Center may be subject to pay full Journeyman wage from the employee's date of dispatch.

Any new to the Union employee who is not registered as an apprentice, or dispatched as a Utility worker will, unless scheduled for an evaluation, be considered a journeyman.

**10.05.2** Any employee who enters the Apprenticeship program by direct entry shall be governed by that program and not 10.05.1.

## ARTICLE 11 HOURS OF WORK, SHIFTS & HOLIDAYS

### 11.01 SINGLE SHIFT OPERATION.

- (a) Eight (8) hours shall constitute a day's work; five (5) days shall constitute a week's work, Monday through Friday. A single shift operation shall be established for a minimum of three (3) days.
- (b) A single shift operation shall be restricted to the hours between 4:00 am and 6:00 p.m. and eight (8) hours of continuous employment (except for meal period) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, Monday through Friday, then Saturday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate.
- (c) Four ten (10) hour shifts at the straight time rate may be established Monday through Thursday or Tuesday through Friday. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Friday (when working Monday through Thursday) or Saturday (when working Tuesday through Friday) may, at the option of the Employer, be worked as a voluntary make-up day. All hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate.
- (d) No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day.
- (e) In the event of a civil emergency such as, but not limited to, earthquakes, floods, or fires, starting time of the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. In order to work such shift, mutual agreement shall be received.

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- (f) 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 a special shift, upon three (3) days written notice to the Union may be worked, Monday through Friday at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten (10) hours of pay on a four-ten shift.
- (g) When an employee is called out to work without at least eight (8) hours off since his/her previous shift, all such call out time shall be paid at the overtime rate until he/she shall have eight (8) hours off.
- (h) Holiday Week: In the event that a holiday is celebrated during the week (Monday through Friday), the remaining four days of the week may be worked as a four ten shift at the straight time rate on a voluntary basis with three (3) days' notice to the Union. In the event the job is down due to weather conditions, then Saturday may, at the option of the Employer be worked as a voluntary make-up day at the straight time rate.

#### **11.02 MULTIPLE SHIFT OPERATION.**

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

- (a) Two Shift Operation. On a two consecutive shift operation, no shift penalty 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) working days written notice to the Union.

- (b) Three Shift Operation. On a three-shift operation, the following shall apply:

First Shift - The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment, except for lunch period at mid-shift, between the hours of 4:00 am and 6:00 p.m.

Second Shift - The second shift shall be seven and one-half (7-1/2) hours of continuous employment, except for lunch period at mid-shift, and shall be paid for at eight (8) times the straight time hourly wage rate.

Third Shift - The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at mid-shift, and shall be paid for at eight (8) times the straight time hourly wage rate.

- (c) Multiple shift (a two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shifts a specific

operation. Those groups of employees only who relieve first shift groups of employees and such first shift groups of employees who are relieved by groups of employees on a second shift, and on a three shift operation those groups of employees who relieve the groups of employees on a second shift, shall be construed as working multiple shifts. The intent of this clause shall be construed so as to recognize that a "reliever group" and a "relief group" does not necessarily mean "person for person" relief.

(d) It is understood and agreed that when the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate.

**11.03 HOLIDAYS.** Recognized holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday and Saturday following Thanksgiving Day, the day before Christmas Day and Christmas Day. No work shall be performed on Labor Day. When any holiday falls on a Sunday, the following Monday shall be observed as the holiday.

**11.04 REST BREAKS.** The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee at the end of the third (3<sup>rd</sup>) hour of any shift. The rest period shall be considered as time worked for the purpose of determining the workday. Should there be overtime work requiring two or more hours, a fifteen (15) minute rest period shall be allowed between the regular hours and the overtime hours. This time shall be considered as time worked for the purposes of determining the workday.

**11.05 MEAL PROVISIONS.** Employees meal periods shall be thirty (30) minutes in length and shall be observed no sooner than one (1) hour prior nor one (1) hour later than midshift of the work shift, but in no event will employees be required to work more than five (5) hours from the start of the shift without a meal period. Employees required to work without a meal period shall be paid one half (½) hour at the applicable overtime. The parties agree that each employee shall have the right to take their lunch and/or break upon request to the Foreman.

**11.06 START TIME.** Employees shall report to the jobsite and be prepared to start work in a timely manner.

**11.07 OVERTIME.**

- (a) Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-½) times the straight time rate of pay. All additional overtime will be paid at two (2) times the straight time rate of pay.
- (b) On a four ten (10) hour shift, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1½) times the straight time rate of pay. All additional overtime will be paid at two (2) times the straight time rate of pay.
- (c) On Saturday, and on the fifth weekday of a four ten workweek (except when worked as a straight time make-up day per 11.01(a) or (b)), the first twelve (12) hours of work will be

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paid at one and one half (1½) times the straight time rate of pay. All additional overtime shall be paid at two (2) times the straight time rate of pay.

(d) All work performed on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

(e) The Employer shall have the sole discretion to assign overtime work to employees.

## **ARTICLE 12 WORK RULES**

**12.01** Employees shall be paid in full once each week (on the same day), but in no event shall more than five days (Saturday and Sunday excluded) wages be withheld. If the regular payday falls on a holiday, the employees shall be paid on the last regular workday preceding the holiday. Negotiable checks drawn on a local bank, electronic transfer to employee's account at employee's election or a cashier's check must be the pay medium with an attached statement of the employee's name, all hours worked during the pay period, all deductions from wages and the Employer's name and local office address. Payment, if so desired, may be made through the Union Hall or by regular mail, with postmark cancellation date accepted as payment date. If not so paid, the employee shall be entitled to two hours at the regular hourly rate for each twenty-four (24) hour period or portion thereof prior to actual payment. No adjustment in pay will be made unless claim is made in writing within twenty-one (21) days after pay period in question.

**12.02** Employees terminated, laid off or who quit shall be paid in full no later than the next regular pay period. The postmark cancellation date and the direct deposit date are accepted as the payment date. If not so paid, the employee shall be entitled to two hours at the regular hourly rate for each twenty-four (24) hour period or portion thereof prior to actual payment.

(a) A lost payroll check will be replaced within 10 days of the pay period in question, regardless of terminated or existing employees, a check will be made available at the Employers expense at the closest local union office of the employee.

(b) In the event that the Employer issues an Employee a second check to replace a reported lost or missing check, and issues a stop payment on the original check, and the Employee proceeds to cash the original check by whatever means available, that Employee will be liable for a penalty of 50% of the original check amount, in addition to reimbursing the full amount of the original check. The Union agrees to assist in the collection of all funds due the Employer, but all expenses incurred for collection of such funds shall be borne by the Employee.

**12.03** If an employee incurs non-sufficient fund (NSF) charges from his/her bank because of having received an NSF payroll check from the Employer, the Employer will be liable to pay all substantiated NSF fines from the bank charged to said employee.

**12.04** When an employee or new hire reports to work for his/her regular or assigned shift and weather permitting is not put to work, he/she shall be paid two (2) hours reporting time and shall





remain at the job-site for the two (2) hours if required by the Employer.

**12.05 SHOP STEWARDS.** The Union shall submit to the Employer, in writing, the names of Stewards appointed by the Field Representatives.

**12.05.1** There shall be a steward on the job at all times during the regular established shifts while the work of the Brotherhood is being performed, if the Business Representative deems it necessary. The steward shall be a working journeyman appointed by and for the duration of time the Business Representative of the Union determines is necessary.

**12.05.2** The steward shall, in addition to his/her work as a journeyman, be permitted to perform during working hours his/her official duties as a steward which shall include the following:

(a) Securing the weekly steward report.

(b) When a tool check is required by the company the steward shall be in attendance and pick up the tools of a sick or injured worker and notify the Business Representative and the worker's family. In the event of a lost time injury, or a fatality, the steward will write all pertinent information on the back of the current steward report.

(c) Transmit to the Business Representative all complaints and grievances emanating from the job.

**12.05.3** It is expressly understood and agreed that a steward's duties shall not include any matters relating to referral, hiring or termination or disciplining of employees. The steward shall not in any way obligate the Union or Business Representative in any matter of policy, interpretation of Labor Agreements or in any other prerogatives usually assigned to the Business Representative.

**12.05.4** In no event shall an employer discriminate against the steward, or discharge him/her on account of any action taken by him/her in the proper performance of his/her Union duties. The employer shall notify the Union in writing, 48 hours prior to discharge, of his/her intention to discharge a steward for cause, provided prior identification of the steward has been made to the employer in writing. If the steward is improperly laid off or discharged without 48 hours notice to the Union, then the employer shall pay 2 days wages for such violation, this provision may be subject to an appeal to the Labor Management Committee.

**12.05.5** The Steward shall be permitted by the Employer to perform his/her Union duties during working hours, provided however, that the Steward shall make every reasonable effort to perform such duties as expeditiously as possible. Disruption to productivity shall be minimized. The Steward will not be discharged or transferred for actions taken in the proper performance of the Steward's duties. The Union and the Steward shall be notified in writing forty-eight (48) hours before he/she is to be laid off or discharged except when he or she is the last journeyman on the job other than the foreman. In the event of a temporary layoff, if qualified, the Steward will be the first worker given the opportunity to return to work.



Reduction of force is not considered cause for separation of the Steward when said Steward is qualified to perform the scope of work remaining on jobsite.

**12.05.6** If, in the opinion of the employer, the steward is not operating within the scope of this Agreement, or that he/she is exceeding his/her authority, the employer shall notify the Business Representative who shall adjudicate the matter.

**12.06 TOOL STORAGE.** When practical the Employer shall furnish a suitable lockup space for storage of employee's tools and weather gear. In addition, it shall be the responsibility of the Employer for the reimbursement of employee's tools and weather gear lost through fire, flood, theft or damage by Employer's equipment when lockup space is provided. Reimbursement shall be limited to \$500.00 unless the employee has previously presented a list of his/her tools to the current Foreman and received written verification of such list from the Foreman. It is the responsibility of the individual employee to present a copy of the verified list when requesting reimbursement exceeding \$500.00. A list of tools to be furnished by employees shall be incorporated into this agreement (see Schedule B). All other tools and equipment shall be furnished by the Employer. Workers shall be allowed up to fifteen (15) minutes to store all tools and gear.

**12.07** Authorized representatives of the Union shall have the right to inspect jobs of the Employers where workers are employed. The Employer, to the best of their ability, shall assist such representatives in securing admission to jobs that are under military or other security regulations. Disruptions to productivity shall be minimized.

**12.08** It shall not be a violation of this Agreement, nor shall it be cause for discharge or replacement of an employee or disciplinary action of any kind, if an employee refuses to cross or work behind a primary picket line approved by the Union party to this Agreement, including picket lines at the Employer's place of business.

**12.09** Employer agrees to furnish a room or dry shack with heat and lighting with reasonable space for employees to eat meals and to change clothes in for jobs where weather is a factor and project practicality permits.

### ARTICLE 13 SAFETY MEASURES

**13.01** It is the responsibility of the Employee to follow all safety policies of the Employer and use all safety equipment as provided by the Employer. On all projects covered by this Agreement, there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals. Fresh, cool, sanitary drinking water will be available to the workers. For safety purposes, rest periods and meal periods will be observed.

**13.01.1** The parties agree there is a substantial joint interest in the safe performance of work and agree that any employee who violates safety instructions after being cautioned to comply may be referred by the employer to additional training.



**13.02** The Employer will furnish welding equipment including all leathers. The Employer will furnish to all Carpenter employees necessary hard hats, back support belts, hearing protection, eye protection, respirators, reflective vests, all personal fall protection and restraint equipment. The Employer will also supply necessary safety equipment needed to work with hazardous or contaminated material.

**13.03** Should an employee be taken to any medical facility due to an on-the-job injury, the Union Representative responsible for the area the job is located in shall be notified (by phone or fax or e-mail) as soon as practical. In the event the job has a Steward, he or she shall be notified of the injury as soon as practical.

## ARTICLE 14 TRAVEL CONDITIONS

### 14.01 ZONE PAY DIFFERENTIAL

**14.01.1** The parties recognize that it is sometimes inconvenient to get to the job location because of varying distances. 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 relationships of Employer-employee do not commence until the hourly wage commences.

#### **14.01.2 General Travel Conditions.**

(a) When the only access roads to a job require employees to travel into a higher travel zone and back to the zone in which the job is located, then the employees shall be paid the zone pay differential provided for the higher zone.

(b) Toll and Ferry Fares. All necessary ferry or other forms of water transportation are to be reimbursed by the Employer in the following instances and manner:

(1) Employees will be reimbursed at the passenger's fare or passenger's carfare when substantiated by receipts.

(2) When employees elect to live at or near the project and forego daily ferry travel, it is recognized that they are entitled to the prerogative of visiting their homes for the weekend, and in that event, ferry charges shall be paid for such weekend travel as substantiated by receipts.

(3) When circumstances make it necessary that a toll bridge be utilized, the employees will be reimbursed accordingly.

(c) Board and Lodging. When the Employer provides camp or board and lodging, the basic wage scale will be observed and the rate for camp and board and lodging will not exceed \$3.00 per day to be paid by the employee. Any costs over \$3.00 per day will be absorbed by the Employer. The applicable travel shall apply on the first and last day of employment, with the exception that should the employee quit of his/her own volition prior to five (5) days employment, travel expenses shall be allowed for the first day only. Jobs

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in remote areas where camp or board and lodging is not provided and housing is inadequate or cost for housing is prohibitive, the Employer will make every effort to arrange for housing at reasonable rates for the employees.

(d) Remote Projects. On dam, hydro-electric, building projects and other remote engineering projects such as airports, refineries and radar or radio installations, but not limited thereto, where the Employer provides camp or board and lodging, required travel time will be paid for the initial trip to the job and return. Payment of travel time on the return trip will be paid to all employees, including discharges and layoff; the only exception that shall apply will be as to those employees that remain on the job less than thirty (30) calendar days who voluntarily quit.

### **14.01.3 Carpenters' Zone Pay**

Zone pay differential shall be paid on jobs located outside of the free zone computed from the city center of the following listed Western Washington cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Port Angeles
Aberdeen-Hoquiam	Tacoma	Mount Vernon
Centralia	Everett	Port Townsend

Zone A: 0 – 25 radius miles – Free

Zone B: Over 25 radius miles -- \$1.75 per hour

The following zone pay differential shall be paid on jobs located outside of the free zone computed from the city center of the following listed Eastern Washington cities:

Ellensburg	Wenatchee	Spokane
Kennewick	Pullman	Yakima

Zone A: 0 – 60 radius miles – Free

Zone B: Over 60 radius miles -- \$3.25 per hour

**14.02** All time necessary to travel from jobsite to jobsite during the course of any shift shall be paid by the Employer at the appropriate hourly rate.

**14.03** All parking costs for a second move during a shift shall be reimbursed by the Employer.

**14.04** On job sites that mandate remote parking requiring shuttle transportation, the practice shall be that Employees travel one way on the Employers time and the other way on their own time. It is understood the Employer may designate.

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## **ARTICLE 15 COMMITTEES**

**15.01** A joint apprenticeship and training committee has been established according to the provisions of RCW 49.04.040 to provide training for apprentices working under this agreement in conformity with the Washington State Apprenticeship Council.

**15.02** There shall be established a joint labor/management committee whose Employer members shall be appointed by the employer and whose Union members shall be appointed by the Union that shall have full authority to act in all matters of contract administration, interpretation or amendment as the committee shall agree and according to such rules as it shall adapt.

**15.03** All parties to this Agreement agree to abide by the rules, regulations and standards established by these committees.

**15.04** The Parties will request that the JATC notify the Union the last employer and the NWCCA whenever the JATC suspends or terminates an apprentice from the program.

## **ARTICLE 16 MISCELLANEOUS**

**16.01** Any failure of the Employer to pay wages or other remuneration as stipulated under the terms of this Agreement or any failure to pay health and security, retirement, apprenticeship, vacation or work assessment deductions as required by this Agreement shall constitute a material breach of this Agreement, and the Union and employees represented by the Union shall have the right to stop work for the defaulting Employer, and take legal action which would include all interest and liquidated damages on any and all projects being performed by said Contractor.

**16.02** It is agreed that any portion of the wage rate noted in Schedule A of this Agreement may be diverted to the health & security, retirement, apprenticeship, vacation or work assessment deduction funds, effective thirty (30) days after receipt by the Employer from the Union of such requested diversion.

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

**16.03.1** With the exception of a onetime only, first (1<sup>st</sup>) full compliance labor agreement that exempts a (one) project currently under contract to a Prime Contractor or an Owner to the new signatory contractor if the Union enters into a non-residential agreement applicable to work covered by this Agreement which contains lesser wages or fringe benefits, or more favorable terms and conditions than provided therein, the Employer party to this Agreement shall be permitted to pay such lesser wages or benefits and work under such terms and conditions; provided, however, that this paragraph shall not be applicable to any special job agreements which the Union enters into for the purpose of permitting an Employer party to

this Agreement to compete against a non-union contractor or contracts established by International unions.

**16.03.2** The Union will require each subcontractor that enters into a project agreement compliant to this Agreement to also sign a Letter of Understanding requiring the Subcontractor to make all payments to the Carpenters Trusts of Western Washington by means of a joint check with the General Contractor. The Union will provide the Northwest Wall and Ceiling Contractors Association with a copy of each of the above referenced Project Agreements and any other Agreement they enter into with any entity covering a similar scope and geographic jurisdiction as this Agreement at the same time it provides copies to the respective Trusts.

**16.04** At the request of either party, and by mutual consent, the Employer shall have a Pre-Job/Jurisdictional Conference. The purpose of this Pre-Job Conference will be to discuss the scope of work, subcontractors and work assignments in the Employer's Contract. The Conference will include: presentation of information as available to the Employer regarding starting date for the work, location of the project, duration of the job, estimated peak employment and any other conditions deemed peculiar to the particular Contractor or subcontractor, including a general description of the nature of the work to be performed and drawings and specifications.

#### **ARTICLE 17 SUBSTANCE ABUSE POLICY**

**17.01** 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, Management, and the Employees.

**17.02** Employees using alcohol and/or drugs illegally or in an abusive manner create an increased risk to the safety of themselves and their fellow Employees and is a violation of State safety regulations WAC 296 – 155 040 (7). Accordingly, all Employees must be fit for duty when reporting to work and for the duration of the shift.

**17.03** Consistent with these goals, the Employer prohibits the use, manufacture, possession, distribution, or sale on its employment sites, of drugs, drug paraphernalia or alcohol. A program of substance abuse testing pursuant to the substance abuse program, may be instituted to monitor compliance with this policy. The substance abuse program is contained in a separate addendum to this agreement and shall be known as "The Northwest Wall and Ceiling Industry Drug Free Card Program". It is agreed that the Union and the Northwest Wall and Ceiling Contractors Association may amend or revise the substance abuse program at any time by their agreement.

#### **ARTICLE 18 LIGHT DUTY RETURN TO WORK**

It is agreed that the Employer may return an injured employee to light duty status when allowed

by the employee's doctor, per state law.

## ARTICLE 19 RESIDENTIAL PROVISIONS

This agreement shall also cover residential construction, subject to the following conditions: The general working conditions will be consistent with the terms of this Agreement, but the cost items of fringe benefits and wages or determination of wages may be reduced. A High Rise / Low Rise Residential Schedule A shall be bargained between the parties to this agreement.

Special conditions may be bargained between the Union and an Employer for a specific project as long as any conditions more favorable to the Employer are granted to every other signatory contractor bidding the same scope of work on the same project.

Residential construction is herein defined as all work in connection with construction, alteration and/or repair of all residential units. All residential projects shall fall into one of the following two categories with separate wage rates:

1. **Residential Low Rise:** Low Rise Residential construction is herein defined as all work in connection with framing, construction, alteration and/or repair of all residential units, such as single dwellings, duplexes, row houses, town houses, apartments, nursing homes, retirement homes, condominiums, convalescent homes, and hotels, motels, and mixed use residential housing in buildings not exceeding seven (7) stories in height, not including the parking garage.
2. **Residential High Rise:** High Rise Residential construction is herein defined as all work in connection with framing, construction, alteration and/or repair of the residential portion of condominium and apartment buildings eight (8) stories or more in height, not including parking garage. Hotels eight (8) or more stories in height shall be considered commercial work.

## ARTICLE 20 SICK LEAVE WAIVER

The parties to this agreement hereby expressly waive the provisions of the City of Seattle Ordinance 123 698, requiring paid sick leave, and / or any subsequent and similar ordinances, requiring paid sick / safe leave or other such provisions within the jurisdiction of this agreement.

## SCHEDULE A

<b>A. WESTERN COMMERCIAL</b>	<b><u>07/01/2013</u></b>	<b><u>06/01/2014</u></b>	<b><u>06/01/2015</u></b>
<b><u>TOTAL PACKAGE</u> (wages plus fringes)</b>	<b>\$50.82</b>	<b>\$52.32</b>	<b>\$54.02</b>
Journeyman Carpenter/Finisher Rate	<b>\$37.20</b>	<b>\$38.68</b>	<b>\$40.36</b>
Foreman	<b>\$40.92</b>	<b>\$42.55</b>	<b>\$44.40</b>

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	<u>07/01/2013</u>	<u>06/01/2014</u>	<u>06/01/2015</u>
<b>B. HIGH RISE <u>TOTAL PACKAGE</u></b>	<b>\$44.62</b>	<b>\$45.64</b>	<b>\$46.64</b>
Journeyman Carpenter/Finisher Rate	\$33.00	\$34.00	\$34.98
Foreman	\$36.30	\$37.40	\$38.48
<b>C. LOW RISE <u>TOTAL PACKAGE</u></b>	<b>\$39.62</b>	<b>\$40.14</b>	<b>\$40.64</b>
Journeyman Carpenter/Finisher Rate	\$28.00	\$28.50	\$28.98
Foreman	\$30.80	\$31.35	\$31.88
<b>D. EASTERN <u>TOTAL PACKAGE</u></b>	<b>\$39.62</b>	<b>\$40.64</b>	<b>\$41.64</b>
Journeyman Carpenter/Finisher Rate	\$26.00	\$27.00	\$27.98
Foreman	\$28.60	\$29.70	\$30.78
<b>E. FRINGE BENEFITS</b>	<b><u>07/01/2013</u></b>	<b><u>06/01/2014</u></b>	<b><u>06/01/2015</u></b>
Health & Security	\$7.41	\$7.41	\$7.41
Retirement (Commercial)*	\$5.50	\$5.50	\$5.50
Apprenticeship	\$0.71	\$0.73	\$0.75

The **\$0.25/hr** Industry Fund contribution is additional to the total package above.

<b>Effective Date</b>	<b><u>07/01/2013</u></b>	<b><u>06/01/2014</u></b>	<b><u>06/01/2015</u></b>
Industry Fund	<b>\$0.25</b>	<b>\$0.25</b>	<b>\$0.25</b>

\*This alternative contribution is for the High Rise/Low Rise Classification only.

Retirement (Residential)	<b>\$3.50</b>	<b>\$3.50</b>	<b>\$3.50</b>
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\*This alternative contribution applies to projects east of the 120<sup>th</sup> meridian for Contractors that participate in the Washington-Idaho-Montana Carpenters Pension Fund through the Inland AGC Master Agreement.

Retirement (Inland AGC Participants)	<b>\$6.33</b>	<b>\$6.33</b>	<b>\$6.33</b>
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Apprenticeship contribution rate shall be the standard contribution rate as accepted by the trustees of the Carpenters-Employers Apprenticeship and Training Trust Fund of Washington-Idaho for the geographic area covered by this agreement. The joint labor/management committee (§15.02) is authorized to ensure such contributions support the craft of Wall and Ceiling training to "Fully Fund the Needs" of such programs and may take such action as the labor/management committee shall determine appropriate.

No apprentice shall go beyond six months exception for pension contributions and no employee shall go beyond twelve months exception for pension contribution.

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Deductions

Vacation \$1.00/hr deduction from net Wages

**A.3 Union Dues Check-off Assignments:**

In accordance with the terms of an individual and voluntary written authorization for check-off of Membership dues in the form permitted by the provisions of Section 302 (c) of the Labor Management Act, as amended, the Employer agrees to deduct for working dues an amount of wages once each week which has been or will be in the future authorized by the Membership. The working dues which are deducted shall be paid monthly by the fifteenth (15) day of the month following the month in which they are deducted. The Employers will remit the Union dues deducted on the transmittal forms used for fringe benefit contributions and that the pro-rata costs of such forms and the collection and accounting thereof, including any costs incurred by the administrator for acting as authorization depository, will be paid by the Union to the fringe benefit administrator. Dues deduction may be changed whenever there is a change in wages.

\*Increases in Health & Security, Retirement, and Apprenticeship contributions would be deducted from the negotiated hourly wage increases as needed and determined by the Trustees of the Carpenters Trusts of Western Washington, with notice as required by Article 16.02.

**A.4** Deductions of Vacation and Work Assessment amounts shall be as stipulated above and shall be deducted for each hour the employee receives remuneration. All legal payroll withholding for income tax, social security tax, etc., must be made from these deductions. For the purpose of determining apprentice wages, the progressive rates will be set by the Joint Apprenticeship and Training Committee. Employees shall authorize Employers to withhold from wages, amounts for Union initiation fees and/or work assessment as stipulated by this Agreement or governing By-Laws and Constitution of the Union, and to transmit such amounts to the Union. This authorization is effective for one year from the date of such authorization or until the expiration of the Agreement, whichever comes first, but shall automatically renew unless authorization is revoked in writing between May 1 and May 15 of any year. Such authorization is made through the dispatch slip as per Article 10, Section 1 of this Agreement. In the event the dispatch slip is not presented or kept on file, it shall be the Employer's responsibility to deduct initiation fees and/or work assessment as stipulated from the employee's wages and transmit them to the Union. Monthly payments for such deductions shall be due and payable on or before the fifteenth (15th) day of the calendar month immediately following the month in which the hours were worked. Payments shall become delinquent on the twentieth (20th) day of the month following the month in which the hours were worked. Each monthly payment shall include all such deductions which have accrued in the interim for work performed up to the close of the individual employer's payroll period ending closest to the last day of the preceding calendar month.

**HANDLING OF HAZARDOUS WASTE MATERIALS**

Personnel in all craft classifications subject to working inside a designated hazardous waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific Hazardous Waste Project Site Safety Plan. (The level of protection shall be defined in CFR 1910.120 Appendix B.)

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**CLASSIFICATION/HAZARDOUS WASTE GROUP NUMBER**

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing or Level "D" equipment.

- H-2 Class "C" Suit - Base Wage Rate plus \$.25 per hour
- H-3 Class "B" Suit - Base Wage Rate plus \$.50 per hour
- H-4 Class "A" Suit - Base Wage Rate plus \$.75 per hour

**FOREMAN** It is not the Union's intent to establish crew or crew sizes but whenever an employee has the responsibility of supervising six (6) or more employees on the project, he/she will be paid at least the foreman's scale. Foreman shall receive ten percent (10%) per hour above the journeyman wage classification working under him/her.

**CERTIFIED WELDER:** When the Union fills a request for a certified welder, such referred Welder shall have in his/her possession a current recognized certificate comparable to the local area or WABO test or AWS certificate. If the job to be performed requires additional certification of any kind, the Employer shall pay for all expenses involved in securing such test. When working as a certified welder, the employee shall receive a premium as listed in the table below:

<b>WABO Welder Premium</b>	<u>Effective Rate</u>	<u>07/01/2013</u>	<u>06/01/2014</u>	<u>06/01/2015</u>
		\$0.50/hr	\$0.50/hr	\$0.50/hr
<b>AWS Welder Premium</b>	<u>Effective Rate</u>	<u>07/01/2013</u>	<u>06/01/2014</u>	<u>06/01/2015</u>
		\$1.00/hr	\$1.00/hr	\$1.00/hr

**DRYWALL UTILITY WORKER:** In recognition of past practices and understandings that provide for career opportunity and on-the-job training for persons within the overall craft working within the jurisdiction of this Agreement as defined in Section 2.01(m), it is agreed that the career Drywall Utility Worker classification is a part of this Agreement. All Drywall Utility Workers must obtain and present a dispatch slip from the Union per Article 10, Section 1. The wage rate for the first six (6) month period of employment in the bargaining unit shall be 50% of Journeyman scale; for the second six (6) month period of employment in the bargaining unit, the wage rate shall be 55% of Journeyman scale. Senior Drywall Utility Worker scale shall be 60% of the Journeyman scale. Drywall Utility Workers shall receive pension contributions once they have been employed for a twelve (12) month period in which they have at least one thousand (1000) hours of service.

- a. Wages shall be based on training and experience on the job as follows:
  - i. Wages for the 1<sup>st</sup> six (6) months of employment in the bargaining unit shall be according to the table below;
  - ii. The wage rate for the 2<sup>nd</sup> six (6) month period of employment in the bargaining unit, shall be according to the 2<sup>nd</sup> six (6) months scale in the table below;
  - iii. Upon completion of twelve (12) months of employment the employee shall be a Senior Drywall Utility Worker at a wage no less than the Senior wage scale in the table below.

- iv. After achieving the classification of Senior Drywall Utility Worker, dispatch to any requesting Employer shall be at not less than the Senior Drywall Utility Worker scale.
- b. Such employees may engage in, but not be limited to, all work within Section 2.01(j, k and m) of this Agreement and such material warehousing, transportation of materials, jobsite stocking and cleanup, erecting and dismantling scaffolds etc.
- c. Drywall Utility Workers performing bargaining unit drywall material installation work, (except for installing sound insulation), or using such tools shall constitute a breach of this Agreement by the Employer and shall be subject to the grievance procedure. No Utility Worker shall begin any program of apprenticeship and suffer a reduction in wage rate from what was being earned as a Drywall Utility Worker.

**Drywall Utility Worker Hourly Wage Rates**

<b>A. WESTERN COMMERCIAL</b>	<u>07/01/2013</u>	<u>06/01/2014</u>	<u>06/01/2015</u>
1 <sup>st</sup> 6 months Utility Rate	\$18.60	\$19.34	\$20.18
2 <sup>nd</sup> 6 months Utility Rate	\$20.46	\$21.27	\$22.20
Senior Utility Rate	\$22.32	\$23.21	\$24.22
<b>B. HIGH RISE</b>	<u>06/01/2013</u>	<u>06/01/2014</u>	<u>06/01/2015</u>
1 <sup>st</sup> 6 months Utility Rate	\$16.50	\$17.00	\$17.49
2 <sup>nd</sup> 6 months Utility Rate	\$18.15	\$18.70	\$19.24
Senior Utility Rate	\$19.80	\$20.40	\$20.99
<b>C. LOW RISE</b>	<u>07/01/2013</u>	<u>06/01/2014</u>	<u>06/01/2015</u>
1 <sup>st</sup> 6 months Utility Rate	\$14.00	\$14.25	\$14.49
2 <sup>nd</sup> 6 months Utility Rate	\$15.40	\$15.68	\$15.94
Senior Utility Rate	\$16.80	\$17.10	\$17.39
<b>D. EASTERN</b>	<u>07/01/2013</u>	<u>06/01/2014</u>	<u>06/01/2015</u>
1 <sup>st</sup> 6 months Utility Rate	\$13.00	\$13.50	\$13.99
2 <sup>nd</sup> 6 months Utility Rate	\$14.30	\$14.85	\$15.39
Senior Utility Rate	\$15.60	\$16.20	\$16.79

**INDUSTRY PROMOTION FUND:** The sum of twenty five cents (\$0.25) per compensable hour for all employees covered by this Agreement shall be paid into the Northwest Wall & Ceiling Industry Trust Fund. This Fund has been established by the Employers and a Trust Agreement

written which established the operation of this Fund, and these funds are not to be used in any way against the interest of the Union. As long as this Industry Fund is desired by the Employers, it shall not be a point of bargaining in future Agreements.

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## SCHEDULE B- TOOL LISTS

The following tool lists contain the tools that will be supplied by the Employee.

### DRYWALL & LATHER:

Nail Bag & Tool pouch	Level (24")	Crescent Wrench
Hatchet or Hammer	Lift Jack	Hacksaw & Blades
Key Hole Saw	Utility Knife	Rasp
2 Tapes (16' min.)	T-Square	Vise Grip
End Cut Nippers	Cold Chisel	Snips
Pencils	C-Clamps (2)	Standard Screw Driver
Plumb Bob	Chalk Line	Phillips Screw Driver
Circle Cutter	Tri-Square/speed square	

### ACOUSTICAL:

Hatchet or Hammer	Phillips Screw Driver	Wedge-lock Clamps
Side Cutters	Circle Cutter	Whitney Punch
Snips	Key Hole Saw	Nail Bag & Tool Pouch
2 Tapes (16' min.)	Tri-Square/speed square	Standard Screw Driver
Tape (100')	Awl	Plumb Bob
Pencils	Pop Riveter	Level (24")
Utility Knife		

### TAPING:

1" knife	Stomper	Utility Knife
2" knife	Pan	File
4" knife	Bucket Brush	Hand Sander
6" knife	Pole Sander	Tape Reel
10" knife*	Snips	Hammer
12" knife*	2 Buckets	Screw Driver
*It can be substituted with the Hawk and Trowel		White Pants or Coveralls

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**SIGNATURE PAGE**

Dated this 26th day of July 2013

**EMPLOYER:**

**Wall and Ceiling Contractors Association**

Jay Brown 7/23/13  
By Date  
NWCCA President  
Title

Dale Meade 7/23/13  
By Date  
NWCCA Ex. Director  
Title

**UNION:**

**Pacific Northwest Regional Council of Carpenters**

[Signature] 7/26/13  
Executive Secretary/Treasurer – CEO Date

[Signature] 7/26/13  
Contract Administration Date

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