

HOME BUILDERS ASSOCIATION

OF METROPOLITAN PORTLAND

And

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

2019 – 2022 MASTER RESIDENTIAL CARPENTER AGREEMENT

PREAMBLE

This AGREEMENT entered into this 1st day of July 2019, by and between certain members of the Home Builders Association (HBA) of Metro Portland, hereinafter referred to as the EMPLOYER and the Pacific Northwest Regional

Council of Carpenters (PNWRCC), hereinafter referred to as the UNION, in consideration of services performed by carpenters in the entire State of Oregon and the following counties in the State of Washington: Klickitat, Skamania, Clark, Cowlitz, Wahkiakum, and that portion of Pacific County south of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean, and thence north through the natural waterway to the Pacific Ocean.

The HBA is solely acting as the collective bargaining agent on behalf of its members who are defined as Employers in this Agreement. As such, signatories to this Agreement hereby indemnify and hold harmless the HBA from any disputes arising from this Labor Agreement. The term Employer as used herein shall mean any individual, partnership, firm or corporation signatory, or who becomes signatory, to this Labor Agreement. A list of signatory Contractors will be kept by the HBA and the PNWRCC.

SIGNING OF AGREEMENT

This Agreement is signed by the HBA on behalf of those members who have participated in the collective bargaining process. Any other party meeting the requirement as defined for an Employer and wishes to become signatory to this Agreement may do so with the understanding that they are treated as if they were a part of the bargaining process.

ARTICLE 1
PURPOSE

It is acknowledged by the parties to this Agreement that it is in the best interest of the residential construction industry to stabilize wages, hours, and working conditions to create an available pool of labor from which skilled and proficient craftsmen shall be provided; and to institute a training program for journeymen and apprentices to meet the needs of this segment of the industry

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all carpenters and carpenter apprentices on work covered by this Agreement. The employer also recognizes the traditional trade jurisdiction of the Union and agrees to assign all such work to members of the unit covered by this Agreement, unless otherwise provided for in this Agreement.

ARTICLE 3
EQUAL REPRESENTATION AND NON-DISCRIMINATION

The parties agree that there shall be no discrimination in the employment, hiring and training of employees in the bargaining units regardless of race, sex, age, creed of membership or non-membership in the Union.

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ARTICLE 4
UNLAWFUL DISCRIMINATION & HARASSMENT FREE WORKPLACE
GOVERNMENT REQUIREMENTS

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

ARTICLE 5
UNION SECURITY

Section 1. Union Shop

All employees within the unit shall become members of the Union after the seventh (7th), but not later than the eighth (8th) day of employment, or the date of the execution of this Agreement, whichever occurs later, as a condition of continued employment.

Section 2. Maintenance of Membership

(A) As a condition of continued employment, all employees shall maintain their membership in good standing in the Union.

(B) Any employee who fails to become a member of the Union, or fails to maintain his membership in good standing therein, in accordance with the provisions of Sections 1 and 2 of this Article, shall forfeit his right of employment, and the Employer shall, within two (2) working days of notification in writing by the Union as to the failure of an employee to join the Union or to maintain his/her membership therein, discharge such employee. For this purpose, the requirements of membership and maintaining membership shall be consistent with Federal and State law. The Employer shall not be deemed to be in default unless he fails to act within the required period after receipt of written notice.

ARTICLE 6
COVERAGE

Section 1.

(A) This Agreement covers all residential construction in the area noted in the first paragraph of this Agreement.

(B) Residential construction is herein defined as all work in connection with construction, alteration and/or repair of all residential units such as single dwellings, duplexes, row houses, town houses, and apartments not to exceed five (5) stories in height. Parking structures, which structurally support and service such residential construction, shall also be covered under this Agreement, even if the total height exceeds five stories.

(C) The Agreement shall also cover the construction, reconstruction, repair and maintenance of agricultural buildings. For the purpose of this Agreement, agricultural construction shall include, but not be limited to, the following; barns, shops, sheds, storage facilities, and other structures common to farming and ranching, but shall be limited by the following restrictions; this Agreement shall not apply to structures that are located inside the city limits of any town, or if the total price of the agricultural project (excluding land) is in excess

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of \$200,000. This Agreement shall also not apply to structures whose intended use is manufacturing, sales or commerce not normally associated with agricultural pursuits.

(D) Should the Employer desire to engage in the construction other than those herein referred to, the Employer agrees to execute an appropriate Oregon-Southwest Washington Carpenters Labor Agreement covering such work.

Section 2. Special Agreements

(A) Special Agreements and/or job Agreements may be negotiated by the parties hereto by mutual consent. Structures such as wood frame medical/dental buildings, churches, **non-Davis-Bacon** rest homes and nursing homes may be constructed under the terms and conditions of this Agreement.

(B) If the Union negotiates Special Agreements for any work covered by this Agreement with any Employer or Employer Association, all provisions of such Agreements shall be made available and apply to any Employer signatory to this Agreement for the specific work and specific area covered by such Agreements only.

ARTICLE 7
FURNISHING MANPOWER

(A) It is recognized within the construction industry that the Union affords the prime source of qualified workers required to perform the work covered by this Agreement.

(B) Whenever the Employer requires such workers, he/she shall notify the Pacific Northwest Regional Council of Carpenters Central Dispatch office (253) 945-8830 or (800) 953-6444, advising of the project location, starting time, the number and type of workers needed.

(C) The Union will supply such qualified workers to the Employer in conformity with the Regional Council's Central Dispatch normal and established method of dispatching workers, provided, however, that the Union will honor the Employer's request in writing for named workers.

(D) Should the Union fail to supply such workers, and/or those who may be required by law, within a period of twenty-four (24) hours (Saturdays, Sundays, and holidays excluded) the Employer may hire from any available source, in which case the Employer shall issue a written request for such workers, who shall present themselves to the Local Union having jurisdiction for proper dispatch before going to work.

ARTICLE 8
HOURS OF WORK, OVERTIME, HOLIDAYS

Section 1. Hours of Work

The regular hours of work shall be eight (8) hours of continuous employment but not more than ten (10) hours except for a lunch period of not less than one-half (1/2) hour, nor more than one (1) hour, between the hours of 7:00 AM and 6:00 PM unless changed by mutual agreement between Employer and the Union. Such mutual consent shall not be unreasonably asked or denied. Forty (40) hours of work, Monday thru Friday, shall constitute the regular workweek. The ten (10) hour workday shall be by the mutual consent of the Employer and Union.

Section 2. Meal Breaks

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(A) In no event shall any shift or overtime period exceed five (5) hours between provided meal periods. Each provided meal period during overtime hours shall be of sufficient duration, in accordance with the job situation, to allow the worker adequate time to secure the meal.

(B) Paid rest periods of ten (10) minutes shall be provided during each work period or major part thereof. The rest period may not be added to the usual meal period or deducted from the beginning or end of the work period to reduce the overall length of the total work period. The ordinary nature and circumstances of construction work may not allow for a fixed regular schedule; however, effort shall be made to have the rest periods taken approximately in the middle of each work period.

Section 3. Overtime

All work on Saturday and hours in excess of ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1-1/2x) of the taxable hourly rate of pay, except that, if time is lost during the week employees may work on Saturday for straight time pay up to a maximum of forty (40) hours of work for the week, provided the full carpenter crew so affected is offered the opportunity to work and provided further the Union is notified that Saturday is being used as a make-up day. All work on Sundays and holidays shall be paid for at two times (2x) the taxable pay.

Section 4. Holidays

Holidays recognized under this Agreement shall be as follows: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day. No work shall be performed on Labor Day except to save life or property. If a holiday falls on Sunday, the following Monday will be the holiday. If a holiday falls on Saturday, the preceding Friday will be the holiday.

ARTICLE 9
TRAINING

Section 1.

(A) In recognizing training as the joint responsibility of labor and management, the Employer and the Union agree to actively participate in and conform to the State plans of apprenticeship – to establish carpenter trade apprenticeship committees composed of equal representation from labor and management in accordance with State laws of apprenticeship. Said committees shall have authority to establish rules and regulations as deemed necessary to carry out the intent and purpose of the State standards of apprenticeship in the carpenter trade.

(B) Training monies shall also fund Skill Advancement. To participate, one must be a Union member. Special classes may be requested by the Contractor.

Section 2.

(A) All parties to this Agreement agree to abide by the rules and regulations and to the apprenticeship standards for the carpenter trade as is written herein.

(B) The employment of an Apprentice shall be in accordance with the following ratios, which are to be based on a contractor's total carpenter workforce employed within the territory of this Agreement.

1. A contractor may employ one (1) apprentice for each journeyman up through the first three (3) apprentices on any job site. However, he/she shall employ at least one (1) apprentice on any job site where five (5) or more journeymen are employed and at least the equivalent of one (1) apprentice for every five (5) journeymen in his total workforce.

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2. The above mandatory requirements for employment of apprentices are subject to the availability of these workers
 3. Apprentice is defined as one who is actively enrolled in a State 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.

Section 3.

Wages paid shall be in conformity to Article 17.

Section 4.

The Employer agrees to complete such progress and termination reports as required by the appropriate apprenticeship committee.

Section 5.

An Apprentice can be terminated from the State Apprenticeship program for just cause with the recommendation of the JATC.

ARTICLE 10
NO STRIKES – NO LOCKOUTS

Section 1.

It is mutually agreed that there shall be no strikes, lockouts, or other slowdown or cessation of work by either party on account of any labor differences pending the full utilization of grievance machinery set up in Article 11.

Section 2.

The Union will not recognize an unauthorized picket line. It shall not be a violation of this Agreement nor cause for discharge for any employee covered by this Agreement to refuse to cross a Union authorized picket line.

Section 3.

In the event an Employer fails to make the monetary contributions (Wages, Pension, Health and Welfare, Vacation, Regional Council Deduction (RCD), Training and 401k) in conformity with this Agreement, the Union is free to take any economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement.

ARTICLE 11
SETTLEMENT OF DISPUTES & GRIEVANCES

Section 1. Jurisdictional Disputes

- (A) The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes.
- (B) If the disputed work cannot be satisfactorily settled between the Unions and the Employer, the Unions will promptly submit the dispute to the International Union for settlement.
- (C) It will be a violation of the Agreement by the Employer or the Union if either party fails to abide by the decision reached under this procedure, or an Arbitrator or decision of record.

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Section 2.

Settlement of Non-Jurisdictional Disputes

Grievance Procedure

In the settlement of disputes arising out of a violation, misunderstanding or difference in interpretation of this Agreement, the following procedure shall be followed:

Step I

(A) The Union, employees or Employers having a grievance shall present such grievance to the Job Steward or Union Representative. The Steward or Union Representative or employee shall present such grievance to the Employer's local representative at the job site. Such grievance shall be presented to the Employer in writing with a copy of said grievance to be filed with the Local Union representative within fifteen (15) days from date of violation to be valid.

(B) Therefore, no dispute, complaint or grievance shall be recognized unless called to the attention of the contractor or Union in writing within fifteen (15) calendar days after alleged violation was committed. For dispute involving wage claims refer to Article 12 General Provisions Section 6(D). The term "grievance" shall not include and this procedure shall not apply to employment discrimination for which a specific administrative or judicial remedy has been prescribed by State and/or Federal statute.

Step II

If no settlement is reached under Step I, the grievance shall be then presented, in writing, to the Employer's authorized representative at the Employer's office headquarters. The office headquarters shall mean the Employer's main office which has control for the territorial jurisdiction of this Agreement. If the grievance is not settled within fifteen (15) days, either party may thereafter notify the other party that the grievance is moved to Step III.

Step III

(A) If no agreement is reached in Step II within ten (10) working days, either party may submit the grievance in writing to a Joint Adjustment Board composed of two (2) members selected by the Union, and two (2) members selected by the Association. The board members shall not be employees of the Local Union involved or the Company involved. Any complaint, dispute or grievance not submitted in writing, requesting a Joint Adjustment Board hearing within ten (10) working days, shall be regarded as waived unless the parties otherwise agree in writing.

(B) The Joint Adjustment Board shall meet within ten (10) working days of receipt of such request. A decision by a majority of the Joint Adjustment Board shall be final and binding on both parties. In the event that the Joint Adjustment Board fails to render a decision within ten (10) working days from their first meeting date, either party may, within ten (10) working days, give written notice to the other party of arbitration. The parties may mutually agree to extend the time limits.

Step IV

(A) If no settlement is reached under Step III, either party may request, in writing, to the arbiter, that the grievance be taken to arbitration. The arbiter shall hear the grievance within fifteen (15) days after receipt of the request unless it is mutually agreed to extend such time limit. The arbiter shall render his/her decision

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within seven (7) days after the grievance is heard unless it is mutually agreed to extend such time limit. The arbiter may render his/her decision orally within the time limits and not be in violation of this clause. However, either party may demand a written decision to follow. The expenses of the arbitration, excluding attorney's fees, shall be borne by the losing party unless awarded otherwise by the arbitrator.

(B) If the parties are unable to agree upon the impartial arbitrator within a period of five (5) days, then either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) names. If the parties cannot agree, then they shall go to the Federal Mediation and Conciliation Service. After receipt of the names of the seven (7) arbitrators, the parties shall meet and alternate in striking names from the list, with the first striking decided by the tossing of a coin. The remaining name, after each party has struck three (3) names, shall be the impartial arbitrator. The decision of the arbitrator shall be final and binding on both parties.

(C) Saturday, Sunday and holidays are deemed excluded from time limits contained in this Article.

(D) The jurisdiction of the arbiter shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement; therefore, the arbitrator shall not have legislative power.

(E) It is further understood and agreed that the arbiter's decision may provide retroactivity not to exceed twenty (20) calendar days from the day of the written filing of the complaint as set forth in Step 1 of this Article.

(F) Should the parties involved fail to comply with the time limits established in this Article, unless mutually agreed to extend such limits, then either party may proceed directly to arbitration on a unilateral basis in accordance with Section 2.

(G) Should the parties involved fail to comply with the findings within five (5) days after written notification of the arbitrator's decision, then either party may take such action as it deems necessary to enforce the findings of the arbitrator and they shall not be considered in violation of any part of this Agreement.

ARTICLE 12 **GENERAL PROVISIONS**

Section 1.

The Union shall have the right to designate a qualified worker as Steward on each of the Employer's projects. The Steward shall not be discharged except for just cause, and shall be retained to the conclusion of all work. The Union and the Steward shall be notified in writing forty-eight (48) hours before he/she is to be laid off. In the event it is found that a Steward is laid off or discharged for performing his lawful functions as a Steward, the Employer shall reinstate him/her with pay for all time lost as a result of such improper action. The Steward shall be allowed reasonable time to perform his/her duties in insuring that the conditions of this Agreement are being adhered to.

Section 2.

Authorized representatives of the Union shall not be denied access to the Employer's office, or to any project of the Employer, for the purpose of transacting necessary business with the Employer, or with the employees in the unit covered by the Agreement. There shall be no undue interference with the progress of the work involved.

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Section 3.

(A) The employer will provide suitable toilet accommodations, suitable drinking water, properly cooled in season, and sanitary drinking cups accessible to all employees covered by this Agreement, and shall comply with the applicable State and Federal Safety Standards.

(B) Adequate shelter with heat must be available to Employees during break and meal periods when practical. On jobs of extended duration where weather is a factor the Employer agrees to provide adequate facilities or dry shack with heat where the Employees can change and dry their clothes and store their tools.

Section 4.

All employees shall have tools sharp and in good condition upon going to the job and, unless the Employer employs a saw filer, they shall be allowed time to do their own filing on the job. No employee shall be charged for the cost of filing.

Section 5.

The Employer shall provide all survey equipment, patented miter boxes (except saw clamp), ladders, trestles, and power tools electronic communication devices. The foreman shall be responsible for proof of ownership of all power equipment and other items mentioned in this paragraph. The Union and the employer shall mutually agree upon any requirement for employees to provide anything other than ordinary hand tools.

Section 6. Payday

(A) Workers shall be paid in full during working hours prior to quitting time on the job site once a week and not later than Friday following the previous week's payroll period unless otherwise mutually agreed upon between the Union and Employer. When an employee cannot be paid because of a holiday, he/she shall be paid the last workday of the job before the holiday.

(B) The Contractor will pay each person upon termination. In the event conditions of the job prevent such payment, then the Employer shall pay the employee the equivalent of four (4) hours pay for each twenty-four (24) hours delay occasioned thereby.

(C) When workers voluntarily quit, they shall be paid on or before the next regular payday. Voluntary quits who are not paid on or before payday shall receive four (4) hours pay for each twenty-four (24) hours thereafter.

(D) Payment shall be paid by cash or by check upon which there is no charge for exchange. No adjustments in pay will be made unless workers shall make a claim in writing within twenty (20) days after the pay period in question.

1. Notwithstanding the above, electronic direct deposits shall be permitted upon a written, signed and dated authorization from the employee.

(E) All paychecks to employees shall carry a complete, itemized deduction statement. In the event an employee receives an N.S.F. check, thereafter all payments shall be by cash or certified check.

Section 7. Drugs and Alcohol

(A) Union and Employer agree that it is in the best interest of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

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(B) The Employer has the right to screen all employees for alcohol and drugs as a condition of employment, as long as the above is in compliance with state and federal laws.

(C) All testing will be paid for by the Employer. If test results are negative, the Employee/prospective Employee will be paid his/her scheduled hourly rate and fringes for the time required to take the test.

ARTICLE 13
SUBCONTRACTING

Section 1.

(A) A subcontractor is one who takes over any part or a complete section of a general contract, including both the furnishing of materials for and the performance of labor on the job, or the performance of labor only. No contractor or joint venture covered by the terms and conditions of this Agreement shall subcontract any job site work to a subcontractor or employer who is not signatory to a Carpenter Agreement except as provided below. The Contractor or joint venture shall be held responsible for the payment of Wages, Travel Pay, Pension, Health and Welfare, Vacation, Regional Council Deduction (RCD), and Training incurred by the subcontractor and shall see that the subcontractor adheres to the working conditions.

(B) Section 1(A) shall not be operative when potential Union subcontractors are not available. When a subcontractor is not signatory to a carpenter agreement, there shall be a pre-job conference between a representative of the Regional Council, the contractor, the subcontractor and the Association if affected. The parties will attempt to reach an agreement regarding this section before the subcontractor performs any work on the project.

(C) In order to comply with this Article, the Union shall make available an Agreement for the duration of the project or subcontract to cover only the subcontracted work.

Section 2.

A vendor who makes delivery of materials, supplies or equipment and who, incidental to or as part of the furnishing or delivery of material, supplies, or equipment, does any work at the job site, shall be a party to a Collective Bargaining Agreement with the Regional Council or its signatory local unions, containing the full terms of this Agreement. In the event a vendor is not a party to such an Agreement, he shall not perform any job site work except that deliveries may be made by such vendor to the job site.

Section 3.

No work will be let by piecework, contract or lump sum direct with journeymen or apprentices.

Section 4.

(A) When the low responsive bid from a signatory subcontractor exceeds a non-signatory bid by either 5% or \$50,000, the Contractor shall be relieved of Section 1(A) of this Article. This section applies to the following classifications of work only; drywall/wetwall, insulation, manufactured ceiling systems, manufactured wall systems, MBE, WBE, and DBE contractors. There shall not be more than two (2) of these exemptions per job or project.

(B) To avail himself of this clause the General Contractor agrees to notify the Pacific Northwest Regional Council of Carpenters within twenty-four (24) hours, with the pertinent bid information, or within twenty-four (24) hours of Contractor notification of accepted low bid.

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(C) If Section 4(A) is to become applicable, the Contractor shall solicit at least two (2) bids from signatory Union subcontractors. The Union and Employer shall monitor the financial records of payments to the non-signatory subcontractor to ensure that the subcontractor completes the job at the original bid price. If it is discovered that payments in excess of the original bid price (excluding change orders) have been made by the General Contractor in violation of this section, the General Contractor shall be prohibited from using this section for the duration of this Agreement.

(D) This Article will not apply to individual single-family residences, duplexes and triplexes which are exempt from the subcontractor's clause. This Article does apply, however, to multi-family, condominiums, planned unit developments and other multiple single-family residences.

ARTICLE 14
INVALIDITY AND SEVERABILITY

It is the intention of the parties hereto to comply fully with the provisions of the Labor Management Relations Act, as amended, and with all other applicable statutes and regulations, and in the event any provision or language of this Agreement is held to be unlawful, then such provision shall become immediately inoperative and void in its entirety; the parties hereto agree to immediately meet to negotiate legally acceptable substitute provisions for such voided provisions. All of the other parts, portions, provisions and remainder of Agreement shall be in full force for the duration of this Agreement.

ARTICLE 15
GUARANTY OF AUTHORITY

The individuals signing this Agreement in their official capacity hereby guarantee and warrant their authority to act for and bind the respective parties and organizations whom their signatures purport to represent.

ARTICLE 16
EFFECTIVE DATE-DURATION-MODIFICATION

Section 1.

When executed by the parties hereto, the terms and conditions of this Agreement shall become effective on July 1, 2019, and shall remain in full force and effect through June 30, 2022.

Section 2.

Any party hereto desiring termination, modification or changes in the Agreement to take effect, shall serve written notice on either party at interest **sixty (60) to ninety (90) days prior to the expiration of this Agreement, requesting modification.**

If no such notice is given, this Agreement shall continue in full force and effect from year to year thereafter.

Section 3. Old Work Protection

(A) All private sector work in progress or bid, which was covered by the scope of the previous Agreement, shall be guaranteed the protection of the appropriate wage and fringe benefit rates in effect in the previous Agreement.

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(B) All private work in progress on December 1, 2004, shall be subject to the full monetary increases.

ARTICLE 17
WAGE RATES AND FRINGE BENEFITS

Section 1.

(A) Definitions – Journeyman Carpenter I as referred to herein shall mean a carpenter possessing the necessary skills and/or qualifications required by the Employer of a Journeyman Carpenter employed under the terms of this Agreement.

(B) Carpenter II, as the term is used herein, is an employee within the unit who does not possess the necessary skills and/or qualifications to be a Journeyman I and during the terms of this Agreement will work toward developing the Journeyman I skills by working on the job site and/or attending training programs established by the parties in order to develop such skills and/or qualifications.

Section 2.

Wages, effective July 1, 2019, until June 30, 2020.

- | | |
|---|-----------------|
| 1. Multi-Unit Journeyman I | <u>\$ 29.67</u> |
| 2. Single Unit Journeyman I | <u>\$ 27.30</u> |
| 3. Carpenter II | <u>\$ 18.36</u> |
| 4. Apprentice, Journeyman as per appropriate residential standards. | |

Wage effective July 1, 2020, until June 30, 2021.

- | | |
|---|-----------------|
| 1. Multi-Unit Journeyman I | <u>\$ 30.74</u> |
| 2. Single Unit Journeyman I | <u>\$ 28.30</u> |
| 3. Carpenter II | <u>\$ 19.13</u> |
| 4. Apprentice, Journeyman as per appropriate residential standards. | |

Wage effective July 1, 2021, until June 30, 2022.

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|---|-----------------|
| 1. Multi-Unit Journeyman I | <u>\$ 31.81</u> |
| 2. Single Unit Journeyman I | <u>\$ 29.30</u> |
| 3. Carpenter II | <u>\$ 19.91</u> |
| 4. Apprentice, Journeyman as per appropriate residential standards. | |

Section 3. Fringe Benefit Contributions

| <u>Multi-Unit 7/1/19-6/30/20</u> | <u>Single Unit 7/1/19-6/30/20</u> | <u>Carpenter II 7/1/19-6/30/20</u> |
|--------------------------------------|--------------------------------------|--------------------------------------|
| <u>Health & Welfare</u> \$7.68 | <u>Health & Welfare</u> \$7.68 | <u>Health & Welfare</u> \$7.68 |
| <u>Vacation*</u> \$1.00 | <u>Vacation*</u> \$1.00 | <u>Vacation*</u> \$1.00 |
| <u>Pension</u> \$4.16 | <u>Pension</u> \$4.16 | <u>Pension</u> \$4.16 |
| <u>Regional Council Dues*</u> \$1.19 | <u>Regional Council Dues*</u> \$1.09 | <u>Regional Council Dues*</u> \$0.73 |
| <u>Training**</u> \$0.72 | <u>Training**</u> \$0.72 | <u>Training**</u> \$0.72 |

* Vacation and Regional Council Dues (RCD) (4%) are authorized deductions from the Taxable Wage.

**The Training allocation will be 1.7% of the gross wage.

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SCHEDULE "A"

MULTI-UNIT JOURNEYMAN I

| <u>Year 1</u> | <u>July 1, 2019-June 30, 2020</u> | <u>Rates</u> |
|---------------|-----------------------------------|----------------|
| | <u>Wage</u> | <u>\$29.67</u> |
| | <u>Health and Welfare</u> | <u>\$7.68</u> |
| | <u>Pension</u> | <u>\$4.16</u> |
| | <u>Apprenticeship (1.7%)</u> | <u>\$0.72</u> |
| | <u>Total Package</u> | <u>\$42.23</u> |
| | | |
| <u>Year 2</u> | <u>July 1, 2020-June 30, 2021</u> | <u>Rates</u> |
| | <u>Wage</u> | <u>\$30.74</u> |
| | <u>Health and Welfare</u> | <u>\$7.68</u> |
| | <u>Pension</u> | <u>\$4.16</u> |
| | <u>Apprenticeship (1.7%)</u> | <u>\$0.74</u> |
| | <u>Total Package</u> | <u>\$43.32</u> |
| | | |
| <u>Year 3</u> | <u>July 1, 2021-June 30, 2022</u> | <u>Rates</u> |
| | <u>Wage</u> | <u>\$31.81</u> |
| | <u>Health and Welfare</u> | <u>\$7.68</u> |
| | <u>Pension</u> | <u>\$4.16</u> |
| | <u>Apprenticeship (1.7%)</u> | <u>\$0.75</u> |
| | <u>Total Package</u> | <u>\$44.40</u> |

SINGLE-UNIT JOURNEYMAN I

| <u>Year 1</u> | <u>July 1, 2019-June 30, 2020</u> | <u>Rates</u> |
|---------------|-----------------------------------|----------------|
| | <u>Wage</u> | <u>\$27.30</u> |
| | <u>Health and Welfare</u> | <u>\$7.68</u> |
| | <u>Pension</u> | <u>\$4.16</u> |
| | <u>Apprenticeship</u> | <u>\$0.72</u> |
| | <u>Total Package</u> | <u>\$39.85</u> |
| | | |
| <u>Year 2</u> | <u>July 1, 2020-June 30, 2021</u> | <u>Rates</u> |
| | <u>Wage</u> | <u>\$28.30</u> |
| | <u>Health and Welfare</u> | <u>\$7.68</u> |
| | <u>Pension</u> | <u>\$4.16</u> |
| | <u>Apprenticeship (1.7%)</u> | <u>\$0.74</u> |
| | <u>Total Package</u> | <u>\$40.87</u> |
| | | |
| <u>Year 3</u> | <u>July 1, 2021-June 30, 2022</u> | <u>Rates</u> |
| | <u>Wage</u> | <u>\$29.30</u> |
| | <u>Health and Welfare</u> | <u>\$7.68</u> |
| | <u>Pension</u> | <u>\$4.16</u> |
| | <u>Apprenticeship (1.7%)</u> | <u>\$0.75</u> |
| | <u>Total Package</u> | <u>\$41.89</u> |

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CARPENTER II

| <u>Year 1</u> | <u>July 1, 2019-June 30, 2020</u> | <u>Rates</u> |
|----------------------|--|---------------------|
| | <u>Wage</u> | <u>\$18.36</u> |
| | <u>Health and Welfare</u> | <u>\$7.68</u> |
| | <u>Pension</u> | <u>\$4.16</u> |
| | <u>Apprenticeship (1.7%)</u> | <u>\$0.72</u> |
| | <u>Total Package</u> | <u>\$30.92</u> |
| | | |
| <u>Year 2</u> | <u>July 1, 2020-June 30, 2021</u> | <u>Rates</u> |
| | <u>Wage</u> | <u>\$19.13</u> |
| | <u>Health and Welfare</u> | <u>\$7.68</u> |
| | <u>Pension</u> | <u>\$4.16</u> |
| | <u>Apprenticeship (1.7%)</u> | <u>\$0.74</u> |
| | <u>Total Package</u> | <u>\$31.71</u> |
| | | |
| <u>Year 3</u> | <u>July 1, 2021-June 30, 2022</u> | <u>Rates</u> |
| | <u>Wage</u> | <u>\$19.91</u> |
| | <u>Health and Welfare</u> | <u>\$7.68</u> |
| | <u>Pension</u> | <u>\$4.16</u> |
| | <u>Apprenticeship (1.7%)</u> | <u>\$0.75</u> |
| | <u>Total Package</u> | <u>\$32.50</u> |

Section 4.

Apprentice Carpenters and Carpenters II shall receive benefits as per the chart below. For Apprentices, a period shall be considered completed when approved by the Apprenticeship Committee. For Carpenter II's, a period shall be six (6) months employment.

| | |
|------------------------------|------------------------|
| 1 st period | 50% of Journeyman Wage |
| 2 nd period | 58% of Journeyman Wage |
| 3 rd period | 64% of Journeyman Wage |
| 4 th period | 70% of Journeyman Wage |
| 5 th period | 76% of Journeyman Wage |
| 6 th period | 82% of Journeyman Wage |
| 7 th period | 88% of Journeyman Wage |
| 8 th period | 94% of Journeyman Wage |

Effective July 1, 2020

| | |
|------------------------------------|-------------------------------|
| <u>1st period</u> | <u>60% of Journeyman Wage</u> |
| <u>2nd period</u> | <u>65% of Journeyman Wage</u> |
| <u>3rd period</u> | <u>70% of Journeyman Wage</u> |
| <u>4th period</u> | <u>75% of Journeyman Wage</u> |
| <u>5th period</u> | <u>80% of Journeyman Wage</u> |
| <u>6th period</u> | <u>85% of Journeyman Wage</u> |
| <u>7th period</u> | <u>90% of Journeyman Wage</u> |
| <u>8th period</u> | <u>95% of Journeyman Wage</u> |

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| <u>PERIOD</u> | <u>H&W</u> | <u>VACATION*</u> | <u>PENSION</u> | <u>MULTI UNIT RCD*</u> | <u>SINGLE UNIT RCD*</u> | <u>TRNG**</u> |
|-----------------|----------------|------------------|----------------|--------------------------------|---------------------------------|----------------|
| 1 st | \$ <u>7.68</u> | \$1.00 | \$0.00 | \$ <u>0.59</u> | \$ <u>0.55</u> | \$ <u>0.72</u> |
| 2 nd | \$ <u>7.68</u> | \$1.00 | \$0.00 | \$ <u>0.69</u> | \$ <u>0.63</u> | \$ <u>0.72</u> |
| 3 rd | \$ <u>7.68</u> | \$1.00 | \$ <u>1.45</u> | \$ <u>0.76</u> | \$ <u>0.70</u> | \$ <u>0.72</u> |
| 4 th | \$ <u>7.68</u> | \$1.00 | \$ <u>1.45</u> | \$ <u>0.83</u> | \$ <u>0.76</u> | \$ <u>0.72</u> |
| 5 th | \$ <u>7.68</u> | \$1.00 | \$ <u>2.14</u> | \$ <u>0.90</u> | \$ <u>0.83</u> | \$ <u>0.72</u> |
| 6 th | \$ <u>7.68</u> | \$1.00 | \$ <u>2.14</u> | \$ <u>0.97</u> | \$ <u>0.90</u> | \$ <u>0.72</u> |
| 7 th | \$ <u>7.68</u> | \$1.00 | \$ <u>4.16</u> | \$ <u>1.04</u> | \$ <u>0.96</u> | \$ <u>0.72</u> |
| 8 th | \$ <u>7.68</u> | \$1.00 | \$ <u>4.16</u> | \$ <u>1.12</u> | \$ <u>1.03</u> | \$ <u>0.72</u> |

* Vacation and RCD are authorized deductions from the Taxable Wage.

**The Training allocation will be 1.7% of the gross wage.

Distribution of Monies – The Union reserves the right to move monies within the “Wage” Package (Wages, RCD and Vacation) and Health and Welfare, etc., without approval of the Homebuilders Association. The Union agrees that the RCD deduction shall not exceed 4% of the taxable Journeyman’s wage package (Wages, RCD and Vacation).

Section 5. Trust Fund Payments

(A) The Employer signatory hereto agrees to make contributions to the applicable Health and Welfare Trust Fund, the Pension Trust Fund, the Vacation Trust Fund, Training Trust Fund, Regional Council Deduction and 401K Trust, as specified in the negotiated Master Labor Agreement for Carpenters and does further agree to abide by any negotiated amendments (including any and all changes in the contribution payment schedules) heretofore and hereafter adopted. Further, the Employer does accept as its lawful representatives the Employer Trustees who are now, or may hereafter, serve on the Board of Trustees of the respective Trust Funds.

(B) In order to qualify as a Management Trustee on any Board of Trustees hereinafter designated, a Management Trustee must be a signatory employer, or full-time non-bargaining unit employee of the signatory contractor, or a regular officer of the employer, who contributes to the respective Trust Fund, or a full-time staff person of a signatory employer association.

(C) The chairmanship of the various Trusts and subcommittees shall rotate on an annual basis between Labor and Management Trustees.

(D) For the purpose of this Agreement, the term “signatory employer” shall mean: Any active contractor signatory to a Carpenters Master Labor Agreement and contributing on compensable hours to the Oregon-Washington Carpenters-Employers Trust Funds.

(E) The employees employed under the terms and conditions of the previous Carpenter Residential Agreements, who have accrued hours applicable to the Pension Trust Fund’s 12-month or 1,200 hours provision, shall continue to receive all employer contributions while employed by those contractor’s signatory to this Agreement.

(F) The Employer agrees not to discriminate among employees on the basis of fringe contributions eligibility.

(G) The Home Builders Association and the Pacific Northwest Regional Council of Carpenters agree that the Oregon-Washington Carpenters-Employers Health and Welfare Trust Fund be merged with another

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Carpenters-Employers Health and Welfare Trust(s) within the geographic territory served by the Carpenters Council, and agree to approve such amendments to the Oregon-Washington Carpenters-Employers Health and Welfare Trust Fund as may be necessary to effect such merger, provided the terms of the merger do not violate fiduciary obligations under the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. 101 et seq. This condition is not subject to the grievance or arbitration procedures of the labor contract, but shall be resolved if necessary, by a court of competent jurisdiction. Either party will be deemed to have waived its right under this condition to object to the merger or the signing of amendments to effect the merger unless it notifies the other, in writing not later than thirty (30) days after receipt of the final (signatory-ready) merger documents, of the detailed basis for its position that the terms of the merger do not satisfy the fiduciary provisions of ERISA.

Section 6. Classification Protection

The Employer agrees that no employees who are on the payroll on the effective date of this Agreement will receive a reduction in wages through classifications of jobs, merely because of the signing of this Agreement and, in addition, shall receive the negotiated hourly increase for the classification in which he/she is working.

Section 7. Regional Council Deduction (RCD)

(A) Upon presentation of the proper authorization form executed by the individual employee, the Employer agrees to deduct from net pay after taxes an amount applicable to all members of the Union covered by this Agreement as established by the membership in accordance with the Union Constitution per compensable hour worked. These monies shall then be remitted each month on the transmittal forms used for fringe benefit contributions, and the pro-rata costs of such forms as well as the collection, administration and accounting costs shall be paid by the Union to the fringe benefit administrator. Once the administrator of the trust fund receives the monies, he/she shall disburse them to the Pacific Northwest Regional Council.

(B) It is understood and agreed that the Union guarantees the following:

1. The proper authorization forms shall be supplied by the Union.
2. The Employer is under no obligation to solicit employees for authorization.
3. These monies shall not be used as a strike fund against the Employer's party to this Agreement.
4. These monies shall not be used directly or indirectly for political purposes, including lobbying, on a local, state or federal level, unless there has been a prior agreement in writing from the Association.
5. These monies shall be used to promote employment opportunities for members.

Section 8.

Any alleged violation of this Article shall be referred to the Cooperative Labor Management Committee. Should the Committee not agree as to the disposition of the alleged violation then such violation shall be referred to the grievance procedure (Article 11). Should a violation be found to exist under the grievance procedure, then this entire Article shall become null and void for the remaining period of this Agreement.

Section 9. Reporting Pay

(A) Any workers, including new hires, reporting for work at the appointed time and place who are not put to work, shall receive sixty dollars (\$60.00) as reimbursement for the expense of so reporting, unless such employee has been given prior notice by the Employer or his or her agent not to work, or unless failure to

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be put to work is caused by actual inclement weather or other conditions definitely beyond the control of the Employer.

(B) Employees put to work shall receive four (4) hours pay unless their work is suspended by inclement weather, or they are terminated for cause, and if worked more than four (4) hours shall receive pay for actual time worked. The rate in all cases shall be at the applicable straight time or overtime rates. When an employee is required to stand by whether he/she is kept on the job or sent home to return later to complete his/her day or shift, no time shall be deducted, nor shall the day or shift be extended to make up for such standby time.

(C) When workers, including new hires, reporting for work, arrive on the job not work-wise to perform the work required, the Employer shall not be expected to put such individuals to work, nor shall they be entitled to reporting pay if not put to work.

Section 10. Labor-Management Committee

The Employer and the Union agree to semi-annual meetings to address issues that will: (1) increase the market share of both parties in the Portland Metropolitan area and (2) increase the wages and reduce benefit costs of employees covered by this Agreement.

By mutual agreement, the meeting may be postponed or moved.

Section 11. Letter of Understanding – Regarding Article 13 Sub-Contracting

The Union agrees to notify the Employer, person or proprietor within thirty (30) calendar days of any delinquent payment for wages, travel, health and welfare, pension, vacation, training and/or RCD contributions owed by the Sub-Contractor, and upon request from the Contractor to issue a certificate to the Employer when these payments have been made. (Clarification: With respect to fringes, the 30-day period starts on the day after the report is due the trust administrator.)

ARTICLE 18
SPECIAL AGREEMENTS

Section 18.1

(A) The Union recognizes that there exists in the construction market place a strong non-union element in our bargaining area, and agrees to meet this threat through the use of “special agreements”, and/or “job agreements,” negotiated by mutual consent by the parties hereto.

(B) When conditions warrant such an agreement may be used in a specified geographic location(s) and/or for all projects within a certain specific and mutually agreed upon segment of the construction industry.

(C) All requests for “special agreements” (and extensions of same) shall be in writing and the Contractor agrees to give the Carpenters Union ample time to review the request. When possible, seven (7) days’ notice shall be given to the Carpenters Union for their approval.

(D) It is the obligation of the Contractor to check with the Office of the Regional Council of Carpenters to determine if projects on which they intend to bid are covered by such agreements.


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Agreed upon this 1st day of July 2019.

UNION

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Affiliated Local Unions
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Telephone: (503) 261-1862


By: 
Jeffrey Thorson
Contract Administrator

By: 
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OR/SW WA Regional Manager

ASSOCIATION

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By: 
Cameron Crop
Management Committee Chair

By: 
Dave Nielsen
Executive Officer



HBA



PNWRCC