



EXTERIOR & INTERIOR SPECIALISTS AGREEMENT

Between the

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

And

ASSOCIATED WALL AND CEILING CONTRACTORS

Of

OREGON & SOUTHWEST WASHINGTON, INC.

FOR THE PERIOD

June 1, 2009 -- May 31, 2013



EXTERIOR & INTERIOR SPECIALISTS AGREEMENT

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DEFINITIONS

- A. Association: Shall mean Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, Inc. A list of members shall be set forth under a separate Schedule with supplements thereto.
- B. Contractor, Company or employer: Shall mean any individual, partnership, firm or corporation bound to this Agreement either as members of the Association, or as non-members of the Association, who have signed this Agreement directly with the Union.
- C. Union: Shall mean the Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America acting for, and on behalf of, their members.
- D. Journeyman: Shall mean an individual who has completed his/her training program or has demonstrated proficiency as a mechanic to perform the duties pertaining to the Drywall and Acoustical and Lathing Industry and who is employed under the terms and conditions of this Agreement.
- E. Apprentice: Shall mean one who is learning the Exterior and Interior Specialist trade and who is registered with, and has been accepted by, the Local Joint Apprenticeship Committee.
- F. Utility Worker: Shall mean one who is allowed to perform all phases of work covered under Article 1, Section 1.6 of the Agreement with the exception of Installation. No Utility worker may install materials or perform work normally considered to be that of an Exterior / Interior Specialist journeyman or registered apprentice.
- G. Equal Rights: In recognition of the "equal rights" laws for both sexes and in recognition of the fact women are becoming more involved in construction, any masculine pronoun or any reference in masculine gender herein shall be construed to include either male or female. This Agreement acknowledges the opportunities and rights of qualified women and men alike to function in crew and supervision positions of the trade.
- H. Signatory Employer: Shall mean any active contractor signatory to the Exterior & Interior Specialists Agreement and contributing on compensable hours to the Oregon-Washington Carpenter-Employers Trust Funds.

Article 1
Scope of Work and Subcontractors Title

Section 1.1 It is hereby agreed that the Pacific Northwest Regional Council of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and the Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, Inc. for the Exterior and Interior Contractors within the area of Oregon and Southwest Washington as defined in Section 1.2.

Section 1.2 This Agreement shall cover the entire state of Oregon and the following area in the state of Washington: The counties of Klickitat, Skamania, Clark, Cowlitz, Wahkiakum and that portion of the Pacific County south of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean.

Section 1.3 The work covered by this Agreement shall be that which is recognized as properly coming under the Jurisdiction of the United Brotherhood of Carpenters and Joiners of America as defined in Section 1.6.

Section 1.4 This industry is recognized as a specialty and generally requires a specialty subcontractor who employs Exterior and Interior Specialists.

Section 1.5

- (A) Any company, not signatory to this Agreement, which does not directly employ Exterior and Interior Specialists must use only Wall and Ceiling Contractors, who are signatory to this Agreement, for any work covered by this Agreement. Use of any subcontractor, who is not signatory to this Agreement, will constitute a violation of the Agreement and the firm employing such non-signatory subcontractor shall be liable for all wages, fringes and travel pay and/or subsistence to workers as provided for here.
- (B) The Wall and Ceiling Contractors, agree they will not subcontract work to be done at the site of construction, alteration, or repair of a building, structure or other work, except to a person, firm or corporation party to an appropriate, current, labor agreement with the Union. The Union shall not use economic action to enforce this Section, but may apply legal means.

Section 1.6 The work covered by this Agreement shall include but not be limited to the following described work at the construction job site:

- (A) The Installation, carrying transportation, handling, stocking, and scrapping of all materials and component parts of all types of ceilings, regardless of their materials and composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, sound and thermal insulation materials, all integrated gypsum wallboard ceiling heat panels, all radiant heat backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings,

all backing board and all finish ceiling materials, regardless of method or manner of installation.

- (B) All work in connection with the installation, erection and/or application, carrying, transportation, handling, stocking of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installations, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, doors and windows, including frames, casing molding, base accessory trim items, sound and thermal insulation materials, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including other materials such as wire studs, or other types of light iron or metal studs, no matter what the manufacturer, when such studs are to receive metal lath, rocklath, or other materials for application of plaster or sprayed-on wet material; and all other iron furring erected to receive lath and plaster.
- (C) The nailing, tying, and fastenings of all wire and metallic lath, such as wirecloth, wire mesh, expanded metal lath and all rib and flat 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 or any of the above types of light iron and metal furring which receive lath and plaster or acoustical materials.
- (D) The tying, nailing, clipping or fastening of all types of lath, regardless of size, such as wood lath, plasterboard, gypsum lath, rock lath, sheetrock, Dens-glass-gold, Styrofoam panel, bead board, or any other type of material erected to receive or hold plaster or acoustical material. Including, but not limited to EIFS, thincoat and other finished systems, plastic and or paint finished bases, finish board, fire-proofing of chase, fireblocking, firecaulking, sound and thermal insulation materials, fixture attachment including all layout of work, fireproofing of beams and columns, firestopping of all types, preparation of all openings for lighting, air vents or other purposes and all other necessary related work in connection therewith.
- (E) No limitation shall be placed on the work covered by this Agreement by reason of the surface of texture or purpose for which the materials described herein are used, designed or intended.
- (F) It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this Article including but not limited to gypsum wallboard, ceiling heat panels, backing board, plastic or acoustical materials or any materials attached to the above-described light iron construction is specifically included in the work covered by this Agreement.

Section 1.7 This Agreement, made and entered into this 1st day of January 2010, by and between the Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, Inc., acting for and on behalf of its members and others, and Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, acting for all their local unions, hereinafter referred to as the Union.

Section 1.8

- (A) When executed by the parties hereto, the terms of this Agreement shall become effective as of January 1, 2010.
- (B) An employer signatory to this agreement who wishes to terminate this Agreement shall give written notice to the Union to that effect at least ninety (90) days prior to May 31, 2010, May 31, 2011, May 31 2012, or May 31, 2013 the expiration date of this agreement.

Article 2 **Recognition**

Section 2.1

- (A) 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.
- (B) The employees shall become and remain members of the Union as a condition of employment from and after the 8th calendar day following the date of their employment, in the trade, in the area of this Agreement.
- (C) It is further agreed that all union workers employed by the employer shall maintain their membership in good standing in the Union at all times.
- (D) Failure of any employee to pay or tender normal initiation fees or dues as required by this Agreement shall, upon the request of the Union in writing, result in the termination of such employee, by the end of the shift on the seventh (7th) business day.
- (E) Should the legal principles governing hiring procedures in the construction industry be amended or modified by the Congress, the Supreme Court of the United States, the United States Court of Appeals for the Ninth Circuit or the National Labor Relations Board, either party to the Agreement may reopen negotiations on this subject only, upon thirty (30) days written notice. All other conditions to remain unchanged and binding on all parties.

- (F) Under no circumstances will any worker be employed by any company for work covered under this Agreement, unless said worker has first been properly dispatched by the Union except on prior approval by the Union, or any variance to normal dispatch procedures.
- (G) Wherever an employee is discharged and is not eligible for rehire, the Union shall be notified in writing, stating reasons for discharge, within one week.
- (H) Stocking and distribution of materials from unloading to place of application shall be done only by journeymen Exterior-Interior Specialists or registered Exterior-Interior Apprentices unless done by an Exterior-Interior utility worker.
- (I) This Section shall also govern the redistribution of materials from one unit to another after the jobsite is stocked.
- (J) Scrapping out and clean-up shall be considered the work of the Exterior-Interior Specialist journeyman or registered apprentice only, unless done by an Exterior-Interior Utility Worker.
- (K) The Union reserves the right to discipline its members who are in violation of this Agreement and agrees to vigorously prosecute members who violate this Article.
- (L) Investigation by Union Representative: The authorized representative of any Union affected by this Agreement shall have the right to investigate conditions existing on any job at any reasonable time, upon first reporting to the contractor or his/her representative and presenting properly certified credentials. He/she shall not be allowed to unduly interfere with the progress of the work. Only those persons who have proper credentials from the Union shall be allowed on any job to solicit membership into the Union or to collect monies from any employee.

Section 2.2. Out-Of-Work List

- (A) Whenever the employer requires workers to be dispatched, they shall notify the local union having jurisdiction over the project, advising of project address, starting time, number of Journeymen, the skills of each and Apprentices needed.
- (B) Local workers are defined as those whose last employment was out of the local union or those whose names have been on the out-of-work list.

The Union will dispatch local workers as follows:

- (1) To satisfy the employer's request for workers with specified skills. Preference will be accorded to such workers with the earliest initial registration on said list.
- (2) To satisfy the employer's request for workers by name provided:
 - (a) They are registered on the out-of-work list.

- (b) The Union has been advised of employment prior to such worker being put to work.
 - (c) The employer confirms in writing their request for dispatch to the Union within one (1) working day - eight (8) hours (Saturday, Sunday and Holidays excluded) of such employment whereupon the Union will issue a written dispatch.
 - (d) The names on the Out-of-Work List are to be confidential and not for release. This will not affect Section 2.2 (B) 1 or 2 of this Article in any way.
 - (e) There shall be unrestricted portability of manpower within the geographic region covered by this Agreement.
 - (f) In the event, the qualified Local out-of-work list is depleted, workers will be employed by mutual consent of the Representative of the local union having jurisdiction over the area and the company from other sources, provided they are properly dispatched at the properly designated travel and subsistence rates before being put to work.”
- (C) After having requested workers from the local union having jurisdiction over the job and the local union fails to provide such workers within thirty-six (36) hours, excluding Saturdays Sundays and holidays, the employer may recruit workers from any source necessary.
- (D) Qualified workers recruited from other sources must be approved by the Joint-Labor Management Committee. The worker must be dispatched by the Local Union pending a decision by the Joint Labor Management Committee.

Article 3

Hours of Work – Shifts – Overtime - Holidays

Section 3.1. Eight (8) hours shall constitute a day's work; five days (40 hours) shall constitute a week's work, Monday through Friday.

Section 3.2. Single shift operations shall be restricted to the hours between 7:00 A.M. and 5:00 P.M. except under Article 3, Section 3.5.

Section 3.3.

- (A) During weekdays any work performed before or after regular approved eight (8) hour shift, up to two (2) hours per shift, shall be paid for at one and one half (1-1/2) times the regular hourly rate, however, work performed on Saturday will be one and one-half (1-½) times the regular rate of pay except as provided under Special Conditions, Section 3.5 of this Article.

- (B) All time worked in excess of ten (10) hours, and all time worked on Sundays or Holidays shall be paid at double the straight time hourly rate.
- (C) Four-Ten Hour Shifts - Notwithstanding the above, the employer may, at his/her option, establish ten (10) hour shifts for a minimum of any four consecutive scheduled work days, Monday through Thursday, or Tuesday through Friday, on some or all operations on a project, without being required to pay overtime. Anything over ten (10) hours shall be subject to the provisions above. Failure to work the four (4) day minimum shall require overtime unless such failure is caused by actual inclement weather, holiday or other conditions definitely beyond the control of the employer.
- (D) 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, equipment breakdown, or other conditions beyond the control of the employer then Friday on a Monday through Thursday Schedule or Saturday on a Tuesday through Friday schedule on a voluntary basis may be worked as a make-up day at the straight time pay. Make-up day applies to the crew so affected. Make-up days shall not be used to make-up time lost due to Holiday.
- (E) The number of employees at any time on any job, on any shift, or in any employment shall be at the discretion of the contractor. When any journeyman is required to assume the responsibility of a foreman he/she shall receive not less than the foreman's rate of pay.
- (F) In order to cooperate with the Union in maintaining fair competition for all concerned, the contractor shall not work any jobs on Saturdays, Sundays, or Holidays unless notification has been received by the local union or Business Agent by phone prior to suspension of work the previous day and then followed by written notification the next business day.

Section 3.4.

- (A) Holidays recognized under this Agreement shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas Day. Should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and be observed as such. If any holiday falls on a Saturday the previous Friday shall be considered a legal holiday. The holiday as well as the previous Friday shall be considered a legal holiday. A holiday shall be twenty-four hour period commencing with the starting time of the first shift of the date of the holiday. No work shall be performed on Labor Day except to save life or property.
- (B) Work on any of the holidays specified herein will be paid at double the regular straight time rate per hour.

Section 3.5. When special conditions require irregular scheduling of the work force outside of the normal shifts, these irregular shifts may be worked by the crews affected at the straight-time rate of pay. On special shift work, the employer will notify the Pacific Northwest Regional Council of Carpenters, or the local area

business agent. All shift work shall be on a voluntary basis. Employers shall take no punitive action against an employee who refuses special shift work.

Section 3.6.

- (A) Any worker, including new hires, requested by the employer, who reports for work at the appointed time and place and is not put to work, shall receive an amount equal to four (4) hours pay as reimbursement for the expense of so reporting, unless such employee has been given prior notice by the contractor or Business agent not to report to work, or unless failure to be put to work is caused by actual inclement weather, or other conditions definitely beyond the control of the contractor. Any worker, including new hires, reporting for work in any zone beyond the free zone who is not put to work shall receive an amount equal to four (4) hours pay, plus the applicable travel allowance as reimbursement for the expense of so reporting.
- (B) Employees put to work shall receive four (4) hours pay unless their work is suspended by inclement weather, and if worked more than four (4) hours, shall receive pay for actual time worked. The rates in all cases shall be the applicable straight time or overtime rates. When an employee is required to standby, whether they're kept on the job or sent home to return later to complete their day or shift, no time shall be deducted, nor shall the day or shift be extended to make up for such stand-by time.
- (C) When workers, including new hires, reporting for work, arrive on the job not work-wise to perform the work required, the contractor shall not be expected to put such individuals to work nor shall they be entitled to reporting pay if not put to work. (Subject to proper notification to the Union that workers was not put to work under this provision and subject to determination by Labor-Management Committee of validity of said claim.)

Section 3.7. There shall be no unlawful discrimination by the contractor or Union with respect to hiring, tenure, advancement, or discharge of any workers, as outlined in Title 7 of the Equal Employment Opportunity Law.

Article 4 **Trustee Qualification Criteria**

Section 4.1. In order to qualify as a Management Trustee on any Board of Trustee's herein after designated, a Management Trustee must be a signatory employer, full time non-bargaining unit employee of the signatory contractor, a regular officer of the employer who contributes to the respective Trust Fund, or a full time staff person of a signatory employer association.

This language will also cover Articles 5, 6, 7 & 10.

Article 5 **Trust Funds** **Health – Welfare and Dental**

Drywall

Section 5.1. In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms or corporations coming under the scope of this Agreement, who are, or may become signatory parties to this Agreement, agree that the existing Health and Welfare Trust Fund including all amendments, shall continue in full force and effect for the purpose of providing Health-Welfare and Dental benefits for all eligible employees covered by this Agreement, and shall pay into the existing Oregon-Washington Carpenters-Employers Health-Welfare and Dental Fund amounts per compensable man-hour as detailed in Schedule A. Such payments shall be made monthly in accordance with the requirements of the Trust Agreement, and all applicable provisions of the existing Trust Agreement shall continue in full force and effect. The Fund established by prior contributions shall be recognized as a fund held in Trust, and therefore an appropriate depository for the contributions referred to herein above.

Section 5.2. It shall be a violation of this Agreement for the Union to allow workers covered by this Agreement to work for an employer who fails, after due notice, to make the proper contributions to the Health and Welfare Fund in accordance with the provisions of this Agreement.

"Due Notice" – shall mean that the union (1) has sent a letter by certified mail, or (2) hand delivered to the employer notifying the employer that the employer has allegedly failed to make the proper contributions to the Health and Welfare Fund in accordance with the provisions of this agreement.

The employer must submit proof, verified by the applicable trust, that they are in full compliance with all contributions to the applicable Health and Welfare Fund and must have the proof submitted to and received by the union within three (3) business days of the union's service of the notice on the employer.

Notwithstanding any other provision of this agreement, the parties expressly agree that the decision of the union whether or not to allow workmen to be covered by this agreement to work for the allegedly delinquent employer shall be at the union's sole and exclusive discretion and the union's decision shall be conclusively final on all parties to this agreement.

Section 5.3. In the event, an employer fails to make the monetary contributions in conformity with this Article of the Agreement, or becomes delinquent in its payment to the Trust Funds, it shall not be a violation of the Agreement for the Union to strike, picket, or take any other economic or legal action, provided the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement.

Section 5.4. Whenever an employer becomes delinquent in making payments to any trust funds provided herein and is delinquent for two consecutive months, such employer shall thereupon deposit either a cash bond or indemnity bond with the Administrator or said trusts thereafter. Said Bond shall be in an amount equal to the largest amounts owed by said employer to all of said trusts for any month during the last twelve months preceding delinquency and in no event shall said bond be in an amount less than Five Thousand (\$5,000) Dollars.

Section 5.5. If a government-mandated medical insurance program should become enacted, the contract

shall be re-opened within 30 days for negotiations on health & welfare contribution only.

Lathers

Section 5.6. The employer agrees to pay into the Lathers' and Plasterers' Welfare Fund the specified sum in Schedule "A" of this Agreement for each and every journeyman Lather. The employer agrees that these payments will be made to the Carpenters' Welfare fund Trust Office by the 20th of each month on the forms furnished to them by Carpenters' Welfare Fund.

Section 5.7. If a government-mandated medical insurance program should become enacted, the contract shall be re-opened within 30 days for negotiations on health & welfare contribution only.

Section 5.8 The employer agrees all Fringe Benefit payments shall be made to the employees' home trust funds for all work performed by the employees outside of the jurisdiction of the Pacific Northwest Regional Council of Carpenters, whenever the legal residence of the employees, who are so working, are within the jurisdiction of the Pacific Northwest Regional Council of Carpenters.

Section 5.9 Whenever an employer becomes delinquent in making payments to any of the trust funds provided for herein, and is delinquent for two (2) consecutive months, such employer shall thereupon deposit either a cash bond or indemnity bond with the Administrator of said trusts thereafter. Said bond shall be in an amount equal to the largest amount owed by said employer to all of said trust for any month during the twelve (12) months preceding said delinquency and in no event shall said bond be in an amount less than Five Thousand (\$5,000) Dollars. The trustees of said trusts may order an audit of employee earnings and hours worked when, in their discretion, verification of contributions is required, such audits to be paid for by the trusts involved.

Section 5.10. The employers hereby ratify and adopt the provisions of the Trust Agreement dated March 17, 1955 and amendments thereto subsequently adopted between the Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, Inc., the United Brotherhood of Carpenters and Joiners of America, Local #2154, and signatory employers not represented by either employer association hereby designate the employer trustees provided for in said Trust Agreement as their representatives in the administration of the Trust Fund.

Section 5.11. It is agreed that the Union may elect, on sixty (60) days notice in writing, to divert any part of the wage increase scheduled to additional contributions to the Health and Welfare, Pension, State Council Deduction and/or Vacation Fund.

Section 5.12. The employer agrees that upon the request of the Trustees of the Oregon-Washington Carpenters-Employers Health and Welfare Trust and their certification that a merger with the other Carpenters Trusts in/from other locations is in the "best interest of the participants" the Employer will cooperate in effectuating such a merger.

Article 6
Pension

Drywall

Section 6.1. In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms or corporation coming under the scope of this Agreement, who are, or may become signatory parties to this Agreement, agree that the existing Pension Trust Fund including all amendments shall continue in full force and effect for the purpose of providing Pension benefits for all eligible employees covered by this Agreement, and shall pay into the existing Oregon-Washington Carpenters-Employers Pension Fund amounts per compensable man-hour, as detailed in Schedule "A". Such payments shall be made monthly in accordance with the requirements of the Trust Agreement and all applicable provisions of the existing Trust Agreement shall continue in full force and effect. The Fund established by prior contributions shall be recognized as a fund held in trust, and therefore an appropriate depository for the contributions referred to herein above. Contributions are listed in Schedule "A", of this Agreement.

Section 6.2. It shall be a violation of this Agreement for the Union to allow workers covered by this agreement to work for an employer who fails, after due notice, to make the proper contributions to the Pension Fund in accordance with the provisions of this Agreement.

"Due Notice" – shall mean that the union (1) has sent a letter by certified mail, or (2) hand delivered to the employer, notifying the employer that the employer has allegedly failed to make the proper contributions to the Pension Fund in accordance with the provisions of this agreement.

The employer must submit proof, verified by the applicable trust, that they are in full compliance with all contributions to the applicable Pension Fund and must have the proof submitted to and received by the union within three (3) business days of the union's service of the notice on the employer.

Notwithstanding any other provision of this agreement, the parties expressly agree that the decision of the union whether or not to allow workmen to be covered by this agreement to work for the allegedly delinquent employer shall be at the union's sole and exclusive discretion and the union's decision shall be conclusively final on all parties to this agreement.

Section 6.3. In the event an employer fails to make the monetary contributions, in conformity with this Article of the Agreement, or becomes delinquent in its payment to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take any other economic or legal action, provided the Union shall take no economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement.

Lathers

Section 6.4. In addition to the wage scale listed herein, all persons, firms or corporations who are signatory parties to this Agreement shall pay into the Lathers Fringe Benefit Fund, hereafter established for the purpose of providing pension benefits for all employees currently covered under this plan. All other Lather

employees will receive pension benefits as described in Section 1 of this Article. Contributions are listed in Schedule "A" of this Agreement.

Section 6.5.

- (A) The employer shall provide for a voluntary deduction on an individual basis and forward to the employees' designated individual 401 (k) account through the administrator of the existing Trust at no cost to the employer. Employees shall designate the amount to be deducted and shown on the dispatch slip. Employees may increase or decrease the percentage they contribute or stop their contributions to the Plan at any time. To make any of these changes, they must submit a new salary reduction agreement form to their Local Union and Employer at least fourteen (14) days before they want the change to be effective. This is a non-matching plan and shall not be changed to require employer contributions now or in the future.
- (B) It is further agreed that the Trust Fund established for the purpose of providing pension benefits, shall be one that is jointly established and equally administered by trustees from the contractor and Union.

* (Note: See Section 5, Article 5 - Health-Welfare and Dental.)

Article 7
Vacation Fund

Drywall

Section 7.1. In addition to wage scales listed in Schedule "A" herein all persons, parties, firms or corporation coming under the scope of the Agreement, who are, or may become signatory parties to this Agreement, shall pay into the Oregon-Washington Carpenters-Employers Vacation Trust amounts as detailed in Schedule "A". Such payments shall be made monthly in accordance with the requirements of the Trust Agreement.

Section 7.2. It is further agreed that the trust fund established for the purpose of providing vacation shall be jointly established and equally administered by Trustees from the Union and the Association.

Section 7.3. It shall be a violation of this Agreement for the Union to allow workers covered by this Agreement to work for an employer who fails, after due notice, to make the proper contributions to the Vacation Fund in accordance with the provisions of this Agreement.

Section 7.4. In the event an employer fails to make the monetary contributions in conformity with this Article of the Agreement, or becomes delinquent in its payment to the Trust Funds, it shall not be a violation of this Agreement for the Union to strike, picket, or take economic action to enforce the subcontractor provisions contained herein, but shall have available to it all other legal means of enforcement.

Lathers

Section 7.5. The employer agrees to pay for each compensable hour, the specified sum in Schedule "A" of

this Agreement. The employer also agrees to show this on the check stub as a separate hourly wage, and taxes deducted from this Fund. The employer agrees to pay this Fund for each and every Journeymen Lather employee.

* (Note: See Section 5 of Article 5 - Health-Welfare and Dental.)

Article 8

Pacific Northwest Regional Council of Carpenters Deduction

Section 8.1. Upon presentation of a proper authorization form executed by the individual employee, the employer agrees, to deduct the applicable Pacific Northwest Regional Council of Carpenters Deduction monies and all negotiated increases thereto from the taxable wage and remit same to the Union in accordance with Schedule "A" during the life of this Agreement. It is understood the Employers will remit each month this deduction in accordance with this Article on the transmittal forms used for fringe benefit contributions and that the pro rata costs of such forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator.

Section 8.2. The authorization forms shall be supplied by the Union and the employer is under no obligations to solicit employees for authorization.

Section 8.3. The Union guarantees that the Pacific Northwest Regional Council of Carpenters Deduction shall be the uniform amount applicable to all members of the Union covered by this Agreement as established by the membership through their duly elected delegates in accordance with the Union constitution. The Union guarantees that the Union fund collected in this manner shall not be used as a strike fund against the employers party to this Agreement. Should the Union violate either provisions of this paragraph, this Article shall be null and void for the remaining period of this Agreement.

Section 8.4. The procedure shall not be applicable to initiation fees, fines, or readmission fees.

Article 9

Walls and Ceilings Industry Promotion Fund

Section 9.1. In addition to wage schedules listed, all employers affected by this Agreement shall pay into a Walls and Ceilings Industry Promotion Fund the sum of twenty-five cents (\$.25) for each compensable hours worked. Continuation and amounts for this fund will be a negotiable item at all contract openings. These funds are to be in no way used against the interest of the Union. Said funds are to be controlled by the Associated Wall and Ceiling Contractors Trustees and all costs of administration borne by this fund alone.

Section 9.2. Records as to use of these funds may be reviewed, upon proper request by Union, identities to this Agreement. The Union will be furnished a copy of the Trust document and any amendments thereof.

Section 9.3. Contribution amounts to this fund may be changed at any time by the Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, Inc., by giving sixty days written notice to all signatory employers and to the Union. Such change to be reviewed by Joint Labor-Management Committee.

Article 10 **Training Trust Fund**

Section 10.1. In addition to wage scales listed in Schedule "A", all employers shall pay into the Oregon-Washington Carpenters' Training Trust Fund sums per compensable hours worked as detailed in Schedule "A".

Section 10.2. The existing Oregon-Washington Carpenters' Training Trust Fund, including all amendments, shall continue in full force and effect and shall be recognized as a fund held in trust, and therefore an appropriate depository for the contributions referred to herein above.

Article 11 **Utility Worker**

Section 11.1. Utility Workers will be allowed to perform all phases of work covered under Article 1, Section 1.6 of the Agreement with the exception of installation. No Utility Worker may install materials or perform work normally considered to be that of an Exterior and Interior Specialist. If, through the grievance procedures outlined in Article 22, a Contractor is found in violation of this provision, requests for dispatch of Utility Worker by the violating Contractor will be denied for a period of one year.

Section 11.2. Rules governing the employment of Utility Worker shall be the same as for all other Exterior/Interior Specialist employees under Article 2 of the Agreement.

Section 11.3. The employer may employ one (1) Utility Worker for five (5) or more regular employees. No employer shall employ more than two (2) Utility Workers regardless of the number of employees working for them without the approval of the Union. No employer shall employ a Utility Worker if the Union or the Labor-Management Committee finds such employment detrimental to the Apprenticeship Program.

Section 11.4. Utility Workers, with a minimum of one thousand (1000) hours of employment, may be granted direct entry into the Exterior and Interior Specialist Apprenticeship Program.

Section 11.5. Utility workers shall be permitted to install insulation and other duties as prescribed as utility work in the Exterior/Interior Specialist Contract.

- (A) All tools that may be required for such installation shall be supplied by the employer.
- (B) A Utility Worker shall not be permitted to use power tools, with exception of installation of insulation under the terms of this section.
- (C) The employer shall be granted two utility workers per job, but shall not employ more than six per company without the approval of the Union, for installing insulation only.

- (D) Additional utility workers on a per job basis may be applied for through the Business Representative, who shall have the right to grant or deny any request.
- (E) All utility workers shall be hired only from the out-of-work list of the local union.
- (F) All utility workers installing insulation shall be dispatched on a job-by-job basis.
- (G) Exterior/Interior Utility Workers wage & fringe rate in accordance with Schedule "A".

Article 12 Apprenticeship and Training

Section 12.1.

- (A) Recognizing the need for an adequate supply of qualified carpenters, the Association and Union mutually agree to actively promote, and participate in, joint apprenticeship and skill advancement programs designed to meet this need.
- (B) The Pacific Northwest Regional Council and the Association jointly believe that it is of the utmost importance to the industry that the current apprenticeship and skill advancement program be utilized to its maximum to provide quality training programs for all segments and areas of the industry in order to qualify and maintain a skilled work force. To that end, the Pacific Northwest Regional Council of Carpenters and the Association agree to the following agenda.

Section 12.2. Such programs which exist or are developed to achieve this end and are supported in whole or part from funds derived from this Agreement shall:

- (A) Be jointly administered by equal representation of management, as appointed by the Association, and labor, as appointed by the Union.
- (B) Comply with all applicable State and Federal regulations governing same.
- (C) Comply with Oregon and/or SW Washington Construction Carpenter Selection Procedure.
- (D) Predicate an applicant's entrance into and advancement in the program solely upon results of evaluation procedures designed to reflect the minimum competency necessary to satisfactorily perform the requirements of any given level.
- (E) Issue certification of achievement to each person satisfactorily completing the program's uniform competency standards as established by parties to this Agreement.

Section 12.3. Apprenticeship JATC

- (A) JATC shall have six sets of Standards – Carpenter, Exterior/Interior Specialists, Millwrights,

Maintenance Millwrights, Pile Drivers and Scaffold Erectors.

- (B) Geographic Area will include all of the State of Oregon and that part of the State of Washington currently covered by the Collective Bargaining Agreements.
- (C) One JATC has been established for the entire collective bargaining area. All of the original JATC's have become Area Sub-Committees and have retained their geographic areas. Appointment to Area Sub-Committee membership is per Labor/Management Collective Bargaining Agreement.
- (D) Labor shall appoint 4 labor members & 4 alternate labor members and management shall appoint 4 management members and 4 alternate management members to the JATC. Management members will be appointed as follows; Associated General Contractors one (1) plus one (1) alternate, General Contractors and Concrete Association one (1) plus one (1) alternate, Wall and Ceiling Association one (1) plus one (1) alternate, Member-at-Large one (1) plus one (1) alternate; appointed by agreement between the three Associations. Both the labor and the management associations will endeavor to make appointments from across the Collective Bargaining Area.
- (E) Members will serve until they resign or are replaced by the appointed authority, or in the case of the Members-at-Large, removed by agreement of at least two of the associations.
- (F) The Chair and Secretary positions of the JATC will be rotated on an annual basis between labor and management.
- (G) The JATC shall be responsible for the evaluation and selection of all applicants and apprentices. The area sub-committees shall conduct selections, evaluation and re-rates in accordance with JATC policy subject to the final approval by the JATC.
- (H) The JATC shall administer the apprenticeship program to maximize its effectiveness throughout the bargaining area in accordance with applicable laws and regulations. The JATC shall utilize area and specific discipline subcommittees to carry out certain of its responsibilities.

Section 12.4. Apprentices

- (A) Apprentices shall be indentured to the JATC but will be under the supervision and direction of the Area Sub-Committee to which the apprentice applied and was accepted.
- (B) Apprentices shall work in the trade to which they are indentured and may work for any approved Training Agent throughout the OR/SW WA Collective Bargaining Area.
- (C) Apprentices may request transfer from one Area Sub-Committee to another as allowed in the JATC Policy & Procedure. This would be an "in house transfer" and would not require re-registration with the State of Oregon or Washington.

Section 12.5. Training Agents

- (A) All contractors signatory to a local area collective bargaining agreement with the United Brotherhood of Carpenters are recognized Training Agents throughout the OR/SW WA Collective Bargaining Area unless determined otherwise by the JATC.
- (B) The employer shall take all steps necessary to see that each apprentice works under and with competent journeymen in the occupation for which the apprentice is being trained and is assigned to working and learning tasks so that the apprentice masters the on-the-job training and related instruction.
- (C) The employer must comply with the provision of these standards and any agreement applicable to the sponsor's program. The employer, on forms approved by the Oregon State Joint Apprenticeship and Training Council, must make regular reports to the appropriate apprenticeship committee.
- (D) The JATC shall have the authority to determine whether the contractor is in compliance with the rules and regulations for the operation of the apprenticeship committee. Should the committee determine that the contractor is not in compliance with the apprenticeship regulations and in the event that the committee terminates or suspends the employer's training agent status, the employer shall no longer be eligible to train registered apprentices. Termination of training agent status pursuant to this provision shall not affect the remainder of this agreement and all other provisions shall remain in full force and effect.

Section 12.6. A contractor shall employ at least one (1) apprentice on any job site on which five (5) or more journeymen are employed and at least the equivalent of one (1) apprentice for every five (5) journeymen in his/her total work force. The Joint Apprenticeship and Training Committee (JATC) shall permit enrollment sufficient to satisfy this minimum ratio.

Section 12.7. Apprentices shall be removed from the job, for just cause, by the employer, upon receipt of written notification from the Apprenticeship Committee (JATC).

Section 12.8. Apprentice wage and fringe benefits shall be provided in accordance with the attached Schedule 'A' at the appropriate apprentice classification rate.

Section 12.9. Programs which exist and/or are developed to achieve training shall be expanded to provide competency evaluation. Properly qualified workers will be dispatched by the Union in accordance with Article 5.4.(B) of this Agreement.

- (A) All applicants, unless evaluated prior to placement on a job, may only be dispatched as properly registered first term apprentices.
- (B) Applicants not claiming prior experience will be processed according to the Oregon and/or SW Washington Construction Carpenter Selection Procedure as herein outlined.

- (C) Applicants claiming prior experience shall be scheduled at the next regular evaluation date to determine journeyman or assigned apprenticeship competency level.
 - (1) Those applicants evaluated as journeymen will be placed on the out-of-work list.
 - (2) Those applicants evaluated as apprentices will be assigned the appropriate level of competency and processed according to the Oregon and/or SW Washington Construction Carpenter Selection Procedure.

Section 12.10. A testing and evaluation procedure for applicants claiming prior experience will be developed by the JATC for the area sub-committees. The testing will be administered, for the committees, by the area Carpentry Apprenticeship Coordinators. Using the JATC's evaluation procedure, the area sub-committees will determine:

- (1) If the individual possesses the minimum competency standards of a journeyman or;
- (2) The applicable apprentice competency level of the registrant.

Evaluation results shall be given to the Secretary of the Committee. The Secretary shall advise the local union, and the employer of the assigned apprentice competency level.

Section 12.11. Workers admitted to the union as a result of organizational effort shall be afforded the opportunity of evaluation in accordance with Section 12.10 above. Such evaluation shall be supplied the employer to assist him/her in assigning the competency level of his/her employees.

Section 12.12. Special Needs Journey Level Training

- (A) When the Employer has a need for Special Needs Journey Level Training, consistent with the semi-annually published Carpenter Training Program schedule of classes, training will be provided at no cost to the employer when a sufficient number of employees are available for classes. If a scheduled class is not available to meet the employer's needs, the employer may request the development of an industry program through the respective established JATC, or another expedient vehicle if recommended by the Director of Training.
- (B) The Association and Union jointly agree to cooperate immediately in the development of a program of continuing education for the Carpenter's workforce.

Section 12.13. Foreman Training

- (A) **Foreman Supervisory Skills.** The Association, the Union, and the respective training affiliates agree to commence efforts on journeyman skill advancement training programs which focus on foremen's supervisory skills and responsibilities. These programs will be offered throughout the bargaining area with particular emphasis in the rural areas.

(B) **Premium for Foreman.** An increased foreman's premium of two percent (2%) for a total of ten percent (10%) will be provided for:

- (1) Individuals who successfully complete a jointly agreed upon Foreman's Training Curriculum and;
- (2) The individual is assigned as a foreman by his/her employer.

Section 12.14 Journeyman Training

(A) Every Journeyman shall be required to take continuing education annually. Training will be provided through the UBC International Training Center (ITC) or the Pacific Northwest Carpenters Institute (PNCI). A minimum of one (1) class from the approved safety class list and a minimum of one (1) skill class offered by either the UBC International Training Center (ITC) or the Pacific Northwest Carpenters Institute (PNCI) will be required.

(B) For this purpose, the training year shall run from May 1 to April 30.

(C) By April 30th, of each calendar year, Journeymen will have taken classes to be eligible for the June 1st Journeyman taxable wage increase.

1. The Union will notify Employers of Journeymen that have completed the required training in the previous training year prior to May 15th.
2. The Employer shall notify the Union by July 1 of the calendar year of all journeymen employed who have not taken the required training as noted in (C) 1 above.
3. Required training shall begin May 1, 2010 for eligibility on June 1, 2011 increase.

(D) Only Journeymen who have been qualified in the previous training year shall be paid at the eligible Journeyman Level.

1. Any Journeyman not eligible will receive the previous negotiated wage. Upon presentation of proof of completion to the Union, subject Journeyman shall be re-dispatched at the Journeyman taxable rate of pay.
2. The employer will remit to the Training Trust the amount equal to the negotiated Journeyman taxable wage increase per hour for non-eligible Journeyman.

(E) Approved Safety Classes:

1. Aerial Boom lift/Work Platform
2. CPR
3. Fall Protection
4. Industrial Forklift Operator

5. OSHA 10 or 30

6. Rough Terrain Forklift

7. Scaffold User

(F) The Labor Management Committee will have authority to resolve all issues pertaining to the Required Training Program.

Article 13 **Payroll Procedures**

Section 13.1 Employees shall be paid by one of the following methods:

- 1] Checks may be delivered to the job site not later than the fifth (5th) business day following the end of the pay period;
- 2] At employee's option, checks may be picked up at employer's place of business after the third (3rd) business day following the end of the pay period;
- 3] At employer's option, checks may be mailed upon a written signed and dated authorization, no later than the third (3rd) business day following the end of pay period;
- 4] At employer's option on projects more than 70 miles from employers primary office checks may be mailed no later than the third (3) business day following the end of the pay period.
- 5] Electronic direct deposits shall be permitted upon a written, signed and dated authorization from the employee.

Section 13.2 Checks mailed later than 3 business days after termination, or option 3] or 4] above will be subject to additional pay at regular wages due him/her. Eight (8) hours for each day past due based on the postmark cancellation date of the payment.

Section 13.3 Cash or check upon which there is no charge for exchange shall be the pay medium. The contractor shall include with each weekly payment to the employee a separate detailed statement showing the name of the employer and the withholding deductions made. Employees laid off shall be paid on the next regularly scheduled payday excluding any hold back period. If the employee is not paid in accordance with this provision and it becomes necessary for him/her to return at a later date for such payment, such employee shall be entitled to the regular reporting pay as provided in this Agreement in addition to the regular wages due him/her.

Section 13.4 Any claim for wages, travel, subsistence or reporting pay due an employee shall be presented in writing to the contractor by the Union and must be reported to the Union by the employee in writing within thirty (30) days of infraction.

Article 14 **Stewards**

Section 14.1 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. He/she shall be a working journeyman appointed by and for the duration of time the Business Representative of the Union determines is necessary.

Section 14.2 He/she 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.

Section 14.3. It is expressly understood and agreed that a steward's duties shall not include any matters relating to referral, hiring, termination, or disciplining of employees. He/she 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.

Section 14.4. 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.

Section 14.5. 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.

Section 14.6. 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.

Article 15 Working Conditions

Section 15.1. The contractor and members of the Union shall comply with all applicable provisions of State and Federal health, sanitation, safety laws and regulations. Workers shall not be permitted to work on unsafe scaffolds, with unsafe equipment, where proper safeguards are not provided, under conditions which are unsafe, or injurious to health. All defective equipment, scaffolding, tools and supplies which could create possible safety hazards shall be taken off the job or repaired immediately. Each worker shall immediately report all unsafe conditions to their supervisor. This language is to be posted and discussed at weekly safety meetings. The Senior Supervisor on the job shall be held jointly responsible with the contractor, for full enforcement of the provisions in this paragraph. He/she shall be required to acquire adequate training in safety as provided by the State Industrial Accident Commission.

Section 15.2. Employees shall be allowed such time as necessary to collect, clean and store tools in the designated place before quitting time.

Section 15.3. Each worker shall be entitled to pick-up time at the end of each day which shall not be less than five (5) nor more than fifteen (15) minutes, exact time to depend on accessibility to actual place of work and to be established by mutual agreement at the jobsite conference by a representative of the individual employer and a representative of the Union. Employees receiving notice of discharge shall be allowed to pick-up time prevailing on the job, to assemble their tools.

Section 15.4. An adequate supply of pure, cool, clean drinking water and sanitary drinking cups shall be kept in close proximity to workers at all times. At no time shall water bags be permitted.

Section 15.5. Toilets, urinals, latrines, or approved types and in sufficient number and in clean and sanitary condition shall be provided on all jobs. Any worker found not cooperating in keeping sanitary facilities clean and undamaged shall be subject to discharge.

Section 15.6. When working with material or equipment which is contaminated with human waste, the contractor must furnish suitable facilities for the workers to wash and disinfect their hands immediately before the lunch period and this time (10 minutes) shall not be considered as part of the lunch period time. Workers working with toxic materials such as epoxies, solvents, paint, adhesives, chemicals, radiation sewage gasses and irritants such as fiberglass blankets, insulation or sound attenuation shall be furnished with proper instructions, safety procedures, protective equipment, respirators, showers and washing facilities and/or any other measure necessary to maintain maximum safety.

Section 15.7. First Aid Kits and other approved emergency equipment shall be kept in convenient and easily accessible places at all times, and shall be in the charge of an accredited First Aid Operator.

Section 15.8. Employees shall be granted two rest periods of 10 minutes duration each day; one prior to lunch period and one between lunch period and end of work shift. Regular time of these breaks to be determined by company.

Section 15.9. If site conditions allow, adequate facilities shall be provided within a reasonable time for employees when there are four or more for a week or longer, in which to dry their clothes and eat their lunches. Same shall be equipped with adequate heat. The storage of supplies or equipment shall not interfere with the use of these facilities as provided herein.

Article 16 **Miscellaneous Provisions**

Section 16.1. All employees shall have tools sharp and in good condition upon going to the job.

Section 16.2. No employee shall be permitted to take upon any job, loan, rent or otherwise furnish any ladder, electrical cord or any power tool. The foreman shall be responsible for the proof of the ownership of all power equipment and other items mentioned in this paragraph. Expendable tools such as taps, drills, files, hacksaw blades, welding equipment, including hood, glasses, gloves, jackets, vehicles, and optical instruments shall be furnished by the employer.

Section 16.3. Each employee shall be responsible for his/her own hand tools, including walk-up bench, unless arrangements are made by employer for storage on jobsite in a designated lockup box that is covered by appropriate insurance. If employees use their own walk-up benches, they must be kept in good repair. Employers agree to pay for parts/materials for repair of employees' walk-up benches.

Section 16.4. When power saws, or other machinery are used on the job, they must be operated by qualified journeymen or apprentices in accordance with the appropriate apprenticeship standards.

Section 16.5. Each employee will make out and submit his/her own daily time records to the company and the company shall have at all times an up-to-date and accurate set of books, showing wages, hours, overtime hours, travel and subsistence, and appropriate payments to government agencies as required by Federal and State law on each and every employee covered under the Agreement.

Section 16.6. With notification to the union, employers may adopt a policy of supervisory personnel submitting daily time records of employees on selected projects.

Section 16.7. Company shall allow inspection of these records by Union Representative, upon request, at any time to satisfy compliance with Agreement.

Article 17 **Travel Allowance and Lodging**

NOTE: The clarification of work site is interpreted to mean where the workers actually performs the work.

Section 17.1. The payment for transportation reimbursement shall be governed by the following provisions:

(A) The parties recognize that it is sometimes inconvenient to get to the job location because of varying

distances. The parties agree that the employer will not provide travel pay for employees. The Employers are accordingly agreeable to pay transportation allowance as an adjustment for out-of-pocket expense so long as such allowances are not construed as any form of compensation for employment. It is agreed and understood that while traveling to and from work, the employees are not within the course and scope of their employment and the relationship of employer-employee does not commence until the hourly wage commences.

- (B) Transportation allowance for these recruited Exterior/Interior Specialists shall be based on AAA Road Mileage from the City Hall of the local union or Regional Council having jurisdiction of the work and their transportation reference cities.
- (C) The employer agrees to pay toll fees on bridges and ferries provided the employee shall furnish receipts for same, and shall be reimbursed weekly.
- (D) Whenever, because of remoteness of parking areas, hazardous road conditions, or security restrictions, the employer is required to furnish transportation for workers within the work site to the place of their work, the project management and the Union will meet to establish any special condition surrounding such man-haul operations. When the employer furnishes such transportation to the employee without cost to him/her, the equipment shall include seats and protection from the elements and definite pickup and discharge points shall be determined. If there are more than 20 minutes of time consumed from pickup points to work site, the employee shall be paid for any time over 20 minutes. If there are more than 20 minutes in time consumed from worksite to pickup points the employee shall be paid for the full time spent in travel at his/her regular rate. Pickup location and travel will be negotiated between business representative and management. If an agreement cannot be reached the Joint Labor Management Committee shall decide this issue.
- (E) Questions of interpretation of provisions of Transportation Allowance or transportation shall be settled in accordance with the provisions of Article 22 of this Agreement.

Section 17.2.

- (A) Exterior/Interior Specialists who qualify for transportation allowance shall be paid the appropriate transportation allowance for days worked or part thereof and shall be paid appropriate transportation allowance when they qualify for show-up time. The correct transportation allowance shall be based on AAA road mileage from the City Hall of the local union having jurisdiction of the job or other transportation reference cities herein listed.
- (B) All for Washington State counties; Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.
- (C) When an employer specifically transfers an Employee, zone pay shall be based on the employee's original dispatch point with that employer. This shall not apply to employees who voluntarily put themselves on an out of work list in another area.

- (D) All jobs or projects located more than thirty (30) miles and less than forty (40) miles from the respective city hall of the cities listed below shall receive Zone "B" allowance. The basic rate of pay shall be increased by eighty-five cents (\$0.85) per hour.
- (E) All jobs or projects located more than forty (40) miles and less than fifty (50) miles from the respective city hall of the cities listed below shall receive Zone "C" allowance. The basic rate of pay shall be increased by one dollar and twenty-five cents (\$1.25) per hour.
- (F) All jobs or projects located more than fifty (50) miles and less than sixty (60) miles from the respective city hall of the cities listed below shall receive Zone "D" allowance. The basic rate of pay shall be increased by one dollar and seventy cents (\$1.70) per hour.
- (G) All jobs or projects located more than sixty (60) miles and less than seventy (70) miles from the respective city hall of the cities listed below shall receive Zone "E" allowance. The basic rate of pay shall be increased by two dollars (\$2.00) per hour. All jobs or projects located more than seventy (70) miles from the respective city hall of the cities listed below shall receive Zone "F" allowance. The basic rate of pay shall be increased by three dollars (\$3.00) per hour. All jobs or projects located more than one hundred (100) miles from the respective city hall of the cities listed below shall receive Zone "G" allowance. The basic rate of pay shall be increased by five dollars (\$5.00) per hour. If the Employee is required to remain overnight, the employer and Union shall meet. When transportation or overnight accommodations of equal or greater value are provided by the employer, the five dollar (\$5.00) requirement may be waived.

Section 17.3

A list of jobs will be furnished by contractors.

Section 17.4 The employer agrees to reimburse employees for actual toll fees on bridges and ferries. The employees shall furnish receipts for same and shall be reimbursed for such tolls weekly.

Section 17.5 Travel Pay, wherever applicable, shall continue to remain the same for the duration of this Agreement.

Section 17.6 Exterior and Interior Specialists.

Mutually recognized cities of local unions or Regional Council having dispatch jurisdiction over the work and their transportation reference cities.

Albany	Coquille	Medford	Roseburg
Astoria	Eugene	Newport	Salem
Baker	Grants Pass	North Bend	Seaside
Bandon	Hermiston	Pendleton	The Dalles
Bend	Klamath Falls	Portland	Tillamook
Brookings	Kelso-Longview	Reedsport	Vancouver

Article 18 Old Work Protections

Section 18.1. In the event a Public Works Project (Prevailing Wage Job) is determined by a Federal, State, or other Public Agency, to contain a lower wage rate than the negotiated union wage rate in this Agreement, the employer shall be allowed to use the prevailing wage rate in their bidding process, and in payment of the Agreement. On such a project, the difference between the posted wage package (wages and fringes) at the time of bidding, and the total union wage package (wages and fringes) shall be deducted from the union wage. There shall be no reduction in the union fringe benefits under this provision. The union agrees to dispatch employees at the lower wage rate to employers who are in compliance with all other provisions of this Agreement.

Section 18.2. If the voters or legislature should repeal the Oregon Prevailing Wage laws (Little Davis-Bacon), the contract may be re-opened by either party with a 30 day written notice to the other party indicating the desire to re-open the contract.

Section 18.3. All work secured during the term of this agreement will have wage and fringe protection for that project.

Article 19 Successor Clause

Section 19.1. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreements", shall be binding upon the parties hereto, their successors, administrators, executors and assignees.

Section 19.2. In the event the employer's business is, in whole or in part, sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

Section 19.3. It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor, executes a contract or transaction as herein described. The Union shall be advised of the exact nature of the transaction, not including financial details.

Article 20 Classification and Wage Scales

Section 20.1. Classifications, wage rates, effective dates and duration will be in accordance with Schedule

"A" attached hereto and made a part of this Agreement.

Section 20.2. Foreman Supervisory Skills: The Association, the Union, and the respective training affiliates agree to commence efforts on Journeyman skill advancement training programs which focus on Foremen's supervisory skills and responsibilities. These programs will be offered throughout the bargaining area with particular emphasis in the rural areas.

Section 20.3. Foreman's Pay: Is 8% above Total Taxable wage and added to the Taxable Wage.

Section 20.4. Premium for Foreman: An increased Foreman's Premium for two percent for a total of ten percent (10%) will be provided for:

- (A) Individuals who successfully complete a jointly agreed upon Foreman's Training Curriculum and, satisfactorily complete 8 hours of Supervisory Training annually.
- (B) The individual is assigned as a Foreman by their employer.

Section 20.5. A certified welder shall receive 5% premium pay above the drywall journeyman wage rate while welding, with eight (8) hour minimum.

Section 20.6. Apprentice rates are based on percentage of Journeyman Rate as follows:

Apprentices indentured prior to October 1, 2000

(3 Year Program)

1 ST TERM	(40%)	4 TH TERM	(70%)
2 ND TERM	(50%)	5 TH TERM	(80%)
3 RD TERM	(60%)	6 TH TERM	(90%)

Apprentices indentured after October 1, 2000

(4 Year Program)

1 ST TERM	(50%)	5 TH TERM	(76%)
2 ND TERM	(58%)	6 TH TERM	(82%)
3 RD TERM	(64%)	7 TH TERM	(88%)
4 TH TERM	(70%)	8 TH TERM	(94%)

Section 20.7. Apprentice Fringe Benefit distribution is as follows:

<u>PERIODS</u>	<u>WAGE</u>	<u>H & W DENTAL</u>	<u>VAC</u>	<u>PEN</u>	<u>SCD</u>	<u>APPR</u>
1 & 2	X	X			X	X
3 & 4	X	X	X	X	X	X
5 & 6	X	X	X	X	X	X
7 & 8	X	X	X	X	X	X

(1st & 2nd Period Apprentice - No Vacation or Pension)
(3rd Period through 6th Period - Full Fringes)

Section 20.8. Utility Worker:

- (A) Utility Classification: 50% of the Journeyman wage rate.
- (B) Health-Welfare & Dental the same as Journeyman.
- (C) The time or hourly count shall start with the initial hire by any signatory Contractor and continue from that date forward regardless of the number of Contractors for whom that Employee has worked.
- (D) 1st Year: Wage, plus H & W, RCD equals Total Package. (No Vacation, Pension or Training.)
- (E) After 12 Months or 1200 hours worked, whichever comes first, Vacation, RCD, Pension and Apprenticeship contributions shall be made the same as for Journeyman.
- (F) The employer agrees not to discriminate among Employees on the basis of Pension, Vacation and Apprenticeship contribution eligibility.

Section 20.9 Distribution of Monies:

- (A) It is understood, and agreed, that the Union and its Members shall have the option of distributing any "Total Wage Package" as between wages, fringe benefits, vacation, training, etc. However, in no event shall the Health and Welfare contributions be more, or less, than the amount specified in the Collective Bargaining Agreements which contribute to the Oregon-Washington Carpenters-Employers Health and Welfare Trust Fund.
- (B) A sixty day notice is required to modify wage package allocations or to implement the additional monies.

**OREGON & SW WASHINGTON
EXTERIOR AND INTERIOR SPECIALIST
SCHEDULE "A"**

Counties covered by this agreement: Entire State of Oregon and for Washington State: Cowlitz, Clark, Skamania
Klickitat, Wahkiakum and 1/2 Pacific

EFFECTIVE: January 1, 2010 - May 31, 2010

Classification	WAGE	Dues Deduction
Drywall.....	\$31.59	\$1.22
Lather.....	\$29.71	\$1.14
Utility Man (1st Year).....	\$15.80	\$0.61
Utility Man (after 12 months or 1200 hours).....	\$17.80	\$0.68
 FRINGE BENEFITS:		
Health & Security.....	\$6.44	\$5.78
Retirement.....	\$5.87	\$7.75
Apprenticeship Fund.....	\$0.72	\$0.72
Vacation (deduct from net wage).....	\$2.00	\$2.00

Apprentice Wages

Drywall		Wage	Dues
1 st period -	50%	\$15.80	\$0.61
2 nd period -	58%	\$18.32	\$0.71
3 rd period -	64%	\$20.22	\$0.78
4 th period -	70%	\$22.11	\$0.85
5 th period -	76%	\$24.01	\$0.92
6 th period -	82%	\$25.90	\$1.00
7 th period -	88%	\$27.80	\$1.07
8 th period -	94%	\$29.69	\$1.14

Union deduction (deduct from net wage) 3.85% of the taxable journeyman dispatch wage of the applicable classification.

Carpenter Foremen, General Foremen and Superintendents are charged dues using the Journeyman Carpenter wage rate)

Utility Man (1st Year) has no vacation deduction.

1st and 2nd period apprentices do not receive a pension contribution or vacation deduction.

Revised 7/02/2007

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June 1st, 2010, Schedule "A" will have a total package increase equal to that which will be negotiated between the Pacific Northwest Regional Council and the Oregon-Columbia Chapter of the Associated Contractors of America with the benefit distribution determined at a later date.

June 1st, 2011, Schedule "A" will have a total package increase equal to that which will be negotiated between the Pacific Northwest Regional Council and the Oregon-Columbia Chapter of the Associated Contractors of America with the benefit distribution determined at a later date.

June 1st, 2012, Schedule "A" will have a total package increase equal to that which will be negotiated between the Pacific Northwest Regional Council and the Oregon-Columbia Chapter of the Associated Contractors of America with the benefit distribution determined at a later date.

Article 21 **Special Provisions**

Section 21.1. It is understood and agreed by the parties hereto that when situations arise that require separate project agreements covering work to be performed on specific identified construction projects in the geographic area covered by this Agreement, to protect the interests of the Contractor and promote jobs for Union members, such project agreements will be negotiated in advance and the terms and conditions of these project agreements will be made available to all competing contractors to protect the competitive bidding process on that specific geographic jobsite locations. Any rates or conditions negotiated in these special project agreements will not give the contractor the right to claim such rates and conditions for work performed on geographic jobsite locations other than that specifically defined in the special project agreement(s). Labor Management Committee shall be notified of all project agreements.

Section 21.2. In the event the Union or its affiliated local unions negotiate a contract with other Exterior and Interior Specialists (other than those performing only residential work) which has more favorable economic terms, then the employers hereunder will have the benefit of any such more favorable terms.

Section 21.3. The Regional Council or the Association will notify the Labor Management Committee, in writing, of any amendment, modifications, exceptions, or addendum to this Agreement which might be negotiated in any area covered by this Agreement between the Union and Individual employer or group of Individual Employers.

Section 21.4. All committees and/or sub-committees shall consist of an equal number of employer and employee representatives. The Union and the Association shall each appoint their representation to the committees. The number of committee members shall be mutually agreed upon between the Union and the Association unless otherwise governed by State or Federal law.

ARTICLE 22

Drug and Alcohol Testing

Section 22.1. Labor and Management 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 this end.

Section 22.2. The employer has the right to screen employees for alcohol and drug as a condition of employment, as long as the above is in compliance with State and Federal laws.

Section 22.3. All testing will be paid for by the employer. If test results are negative, the employee will be paid for his/her hourly wage rate and fringes for the time required to take the test.

Section 22.4. For the purpose of administering the Drug and Alcohol Program, the Wall and Ceiling Industry Drug Free Workplace program will be incorporated into this Agreement.

Article 23

Labor Management Committee

Section 23.1 There shall be established a Joint Labor Management Committee whose employer members shall be appointed by the Associations, and whose labor members shall be appointed by the Exterior/Interior Specialists. The Committee shall consist of four (4) members representing management and four (4) members representing labor. A minimum of two (2) representing each party shall be necessary to establish a quorum for the purpose of conducting business.

- (A) The committee may initiate action on its own; investigate and hold hearings on grievances and disputes; award and assess remedies, damages, and penalties for violations of the Agreement; issue interpretive rulings or other rules and regulations necessary to give force and effect to the purpose and intent of this agreement with the approval of both parties, appoint or hire such persons or committees as may be necessary to aid the Committee in the performance of its duties.
- (B) The Committee is hereby empowered to examine the records of any and all Employers in regard to fringe benefit payments, payroll, Zone Pay, transportation, travel time, overtime, hours of work or any other such item as set forth in this Agreement. They may initiate or recommend or conduct audits of any employer's records covering the obligations under this Agreement. It shall be their duty to see that the audits are conducted in a prescribed manner, and establish a policy regarding payment of audit expenses.
- (C) Any expenses of the Committee will be borne equally by the parties signatory to the Labor Agreement. The Committee shall meet regularly and special meetings may be called by either party under policies set up by this Committee and recorded in the Committee minutes.

Section 23.2 "The parties to this agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas.

- (A) This LMC sub-committee will seek specific market information from a volume of local municipality's building permits, signatory contractors, and the respective trust fund for the development of geographic and market research facts. From such statistics, market goals will be established and facts analyzed to calculate what adjustments are needed in the economic variables of this Agreement. Economic components shall be defined as wages, fringe benefits, working conditions, and special addendum agreements, but shall not be limited exclusively to these elements.
- (B) Measurable goals for specific markets shall be established to increase work opportunities of the signatory parties during the life of this agreement.
- (C) This LMC sub-committee shall meet monthly to develop procedures to carry out the intent of the bargaining parties.

Article 24 **SETTLEMENT OF DISPUTES AND** **GRIEVANCES**

24.1 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.

24.2: 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. 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 15 working days.

Step Three: 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 costs shall be divided evenly between the parties. Each party shall bear all of its costs, fees, etc. of conducting its part in any grievance hearing or processing.

24.3 Any decision of the Arbitrator shall be rendered within twenty (20) working days 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 25
Guarantee of Authority

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

IN WITNESS WHEREOF, this Agreement, including Schedule "A" has been executed by the parties hereon, as of the 1st day of January, 2010.

FOR THE UNION:

By:  _____

Doug Tweedy
Executive Secretary PNWRC

 _____

Ken Stroup
Contract Administrator PNWRC
Oregon & SW Washington

FOR THE ASSOCIATION:

By:  _____

Brent Fulbright
President AWCC

By:  _____

Ed Charles
Executive Director AWCC

**Associated Wall and Ceiling Contractors of Oregon and
S.W. Washington, Inc.**

Anning/Johnson

Billings & Cronn

Cascade Acoustics, Inc.

Ceiling Systems, Inc.

Fred Shearer & Sons, Inc.

Harlen's Drywall

The Harver Company

LP Co.

MCG Commercial

Performance Contracting, Inc.

Western Partitions, Inc.