

MANUFACTURING AND MODULAR CONSTRUCTION SHOP AGREEMENT OF OREGON & SOUTHWEST WASHINGTON

between the

**MANUFACTURING AND MODULAR CONSTRUCTION
CONTRACTORS GROUP**

and the

**PACIFIC NORTHWEST REGIONAL COUNCIL
OF CARPENTERS**

Affiliate of the

United Brotherhood of Carpenters and Joiners of America

25120 Pacific Highway South, Suite 200

Kent WA, 98032

www.nwcarpenters.org

Effective:

Upon Mutual Agreement through June 30th, 2025

PREAMBLE

This Principal Agreement shall be effective immediately upon mutual Agreement and shall continue in force and effect through June 30th, 2025, by and between the undersigned Employers collectively recognized as the MANUFACTURING AND MODULAR CONSTRUCTION CONTRACTORS GROUP, hereinafter referred to as the "EMPLOYER(S)" and the Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the "UNION" to cover Prefabricated Panel and or Module construction performed exclusively in a dedicated shop, plant, yard or independent site separate from a project site. This document shall constitute an Agreement between the parties hereto for the work, territory, and conditions and wage rates provided for herein.

ARTICLE 1 TERRITORY

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 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. (This will include the entire peninsula west of Willapa Bay.)

ARTICLE 2 PURPOSE

It is acknowledged by the parties to this Agreement that it is in the best interest of the Prefabricated Panel 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, Trainees, and Fabrication Technicians which helps to meet the needs of this segment of the construction industry.

ARTICLE 3 RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all Carpenters on work covered by this Agreement. The Employer also recognizes the traditional trade jurisdiction of the United Brotherhood of Carpenters and Joiners of America and agrees to assign such work to the Pacific Northwest Regional Council of Carpenters.

The Employer (having received a demand for recognition by the Union and having been presented with and accepting proof that the Union represents a majority of its employees) acknowledges and affirms that the Union is the sole and exclusive bargaining representative of its employees covered by the Principal Agreement under Section 9(a) of the National Labor Relations Act, as amended, and agrees not to make any claim questioning or challenging the representative status of the Union.

In addition, all UBC members performing bargaining unit work will pay all membership fees (initiation fees, over the counter dues and dues check-off). Further, the Employer will contribute all fringe benefits (Pension, Health & Welfare, Vacation (where applicable) and apprenticeship contributions) to the appropriate trust funds on their behalf.

ARTICLE 4 EQUAL REPRESENTATION AND NON-DISCRIMINATION

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 (which includes membership or non-membership in the Union) 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 The employees shall become and remain members of the Union as a condition of employment from the thirty-first (31st) but not later than the thirty-second (32nd) day of employment, or the effective date of this Agreement, whichever is later.

SECTION 2 As a condition of continued employment, all employees shall maintain their membership in good standing in the Union, including monthly dues, initiation fees, work assessments, Check-off, supplemental dues, and/or any legally assessed fees under the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America.

SECTION 3 Any employee who fails to become a member of the Union or fails to maintain their membership in good standing therein, in accordance with the provisions of Sections 1 and 2 of this Article, shall forfeit their right of employment; and the Employer shall, immediately upon notification in writing by the Union, 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 it fails to act within the required period after receipt of written notice.

SECTION 4 Provisions of Article 4 that relate to States with right to work laws shall not apply until such state laws are repealed or modified. At such time the Employer agrees to negotiate with the Union issues regarding union security.

ARTICLE 6 COVERAGE

The Terms and Conditions of this Agreement shall apply to any and all manufacturing work performed in the facility of the signatory employer that is assigned to the members of the PNWRCC and its affiliate local union membership. The parties agree that the Employer has the right and ability to manage their employees in an efficient and productive manner in order to ensure a safe and productive workplace. The use of composite crews may be used at the discretion of the Employer. The Employer(s) shall have the right to cross-train all crew members in the various assembly activities, and assign work to any and all members of their composite crew on an as-needed basis. In addition, members of the PNWRCC employed by the employer signatory under this Agreement that commonly works under a PNWRCC Area Master Agreement may be permitted to work within the manufacturing facility while being covered under the terms and conditions (including wages and benefits) of that Area Master Agreement. PNWRCC members may be voluntarily reclassified if employee requests to work under the prefabrication agreement.

ARTICLE 7 WORKFORCE NEEDS

In consideration of the foregoing, the Union agrees to maintain at the appropriate Union office, a list of qualified workmen detailing their areas of experience and expertise without regard to membership or non-membership in the Union.

The Union agrees to furnish Carpenter Fabricators, Trainees, selected for reference to jobs on a non-discriminatory basis, such furnishing to be made upon request of the Employer and with the Employer retaining the right to reject or accept the referred carpenters, after four (4) hours employment.

When carpenters, including new hires, reporting for work arrive on the job not prepared to perform the work required, the Employer shall not be expected to put such individuals to work.

The Employer may make their request for such employees to the Union; and in the event that the Union is unable to fill requests for employees, within a forty-eight (48) hour period, the Employer may employ workers directly at the job site on a non-discriminatory basis. In such an event, the Employer will notify the Union of the names and dates of such hiring, in conformance with Article 4, Section 1.

The Employer may request Carpenter Fabricators or Trainees by name, and the Union will honor such request with a referral slip.

ARTICLE 8 HOURS OF WORK AND OVERTIME

SECTION 1 Eight (8) hours shall constitute a normal workday, and five (5) days shall constitute a normal workweek, Monday through Friday. Eight (8) hours of continuous employment (exclusive of lunch period) shall constitute a day's work. The Employer shall have the right to modify the duration of shifts as needed. The Employer shall have the right to establish multiple shifts at the regular rate of pay.

SECTION 2 Four Ten-Hour Shifts (4-10) at the straight-time rate may be established Monday through Thursday or Tuesday through Friday. In the event the job is down due to equipment breakdown, weather conditions 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 makeup day at the straight-time rate. Makeup day applies to the crew so affected. If any employee desires to have a straight time makeup day due to holiday, the Employer may work with an employee to accommodate such requests.

SECTION 3 Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay for any work in excess of ten (10) hours per day and forty (40) hours per week.

SECTION 4 Special shifts may be established with 24-hour notice to the Union

SECTION 5 If an employee misses work or is required to go home due to inclement weather and/or some other incident beyond the control of the Employer (i.e., power outage), the employee may, by mutual agreement with Employer, make up hours lost due to the incident on Saturday at the straight-time rate of pay. No employee shall be discharged, laid off, disciplined, replaced, or transferred for refusing to work a makeup day.

ARTICLE 9 HOLIDAYS

SECTION 1 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 (24) 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.

SECTION 2 Work on any of the holidays specified herein will be paid at one and one half (1-1/2) the regular straight-time rate per hour.

ARTICLE 10 TRAINING

Recognizing the need for an adequate supply of qualified carpenters, the Employers and the Union mutually agree to actively promote and participate in skill advancement programs already in place to meet this need.

The Pacific Northwest Regional Council and the Employers jointly believe that it is of the utmost importance to the industry that the current 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 workforce in this emerging market. To that end, the Union and the Employers agree to the following:

- There is no expectation that the Carpenters Training Program would develop any curriculum designed specifically in conjunction with this Prefab/Manufacturing Agreement.
- There is no intention of having an apprenticeship program for this workforce.
- Due to the continually evolving processes of this manufacturing model, all skill classes will be developed and taught by the employers.

ARTICLE 11 NO STRIKES - NO LOCKOUTS

SECTION 1 It is mutually agreed that during the term of this Agreement there shall be no authorized strikes, lockouts, or other slow down or cessation of work by either party on account of any labor differences pending the full utilization of the grievance machinery set up in ARTICLE 12, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line related directly to this Agreement.

SECTION 2 Failure of an Employer to make wage or other negotiated fringe payments as outlined in this Agreement is a violation of this Agreement, and the Union is free to take any economic action against the Employer it deems necessary, and not be subject to grievance procedures as outlined in ARTICLE 12.

ARTICLE 12 SETTLEMENT OF DISPUTES AND GRIEVANCES

In cases of violation, misunderstandings, or differences in interpretation 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 outlined for that purpose:

Step 1 – An employee or Employer must notify the Union no later than ten (10) days from date of occurrence of any alleged dispute/grievance under this Agreement (other than jurisdictional disputes). The assigned and duly authorized Business Representative of the Union and the Employer or his/her representative shall meet within three (3) days to attempt to resolve said dispute/grievance.

Step 2 – In the event that said dispute/grievance cannot be satisfactorily adjusted between the Business Representative of the Union and the Employer or his/her representative, the same shall promptly (not later than fifteen (15) working days), be referred to the authorized representative of the Union and the Employer or his/her authorized representative. Should they fail to affect a settlement:

Step 3 – They shall refer the matter to a Board of Conciliation within fifteen (15) working days of which Board shall consist of two (2) persons appointed by each party, and if these four (4) persons cannot affect a settlement within seven (7) days after the dispute has been referred to them, they shall select a fifth member. The expense of employing a fifth member shall be borne equally by both parties.

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

When a grievance is resolved, the Union will reduce the settlement to writing within three (3) days for signing by the Employer and Union. Under certain circumstances, the grievant may also be required to sign.

ARTICLE 13 GENERAL PROVISION

SECTION 1 The Union shall have the right to designate a qualified Fabricator as Steward. The Steward shall not be discharged except for just cause and shall be retained to the conclusion of all work. In the event it is found that a Steward is laid off or discharged for performing their lawful functions as a Steward, the Employer shall reinstate the Steward with pay for all time lost as a result of such improper action. The Steward shall be allowed a reasonable time to perform their duties in ensuring that the conditions of the Agreement are being adhered.

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 this Agreement.

SECTION 3 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.

SECTION 4 The Employer shall provide two rest periods, not to exceed fifteen (15) minutes during the workday at the workplace. One rest period is to be taken approximately mid-point of the first half of the shift. The second rest period will be taken approximately mid-point of the second half of the shift.

SECTION 5 The Employer shall provide a half-hour unpaid lunch period mid-shift.

ARTICLE 14 PAY DAY

Employees shall be paid in full 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.

When Employees are laid off, voluntarily quit, or are terminated, they shall be paid no later than the next regular pay period. In the event the worker is not paid by the next pay period, the Employer shall pay the Employee two (2) hours pay for each twenty-four (24) hour period until the employee receives their complete compensation. When employee's checks are mailed, the postmark (US Postal Service cancellation stamp) on the envelope will serve as the cut-off date for any penalty.

Payment shall be paid by cash, direct deposit, cashiers check, money order, VISA pay card, or by check upon which there is no charge for exchange. No adjustment in pay will be made unless the employee makes claim in writing within twenty (20) days after pay period in question.

All paychecks to employees shall carry complete itemized deduction statements, and the company name and address will be printed on the check. In the event an employee receives an NSF check, all payments shall be by cash or certified check thereafter. Any employee expenses incurred by an NSF check shall be reimbursed by Employer.

ARTICLE 15 SUBSTANCE ABUSE POLICY

SECTION 1 Labor and Management are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of Labor and Management and the employees.

SECTION 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 3 All testing will be paid for by the Employer. With the exception of any pre-employment tests, 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 4 For the purpose of administering the Drug and Alcohol Program, the standards of the Wall and Ceiling Industry Drug-Free Workplace program will be incorporated into this Agreement.

**ARTICLE 16
SPECIAL CONDITIONS**

Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.

**ARTICLE 17
MOST FAVORED NATIONS**

In the event the Union negotiates an agreement with any other employer that performs the same scope of work, in the same setting as defined herein (other than those performing only residential work), within the geographical area covered by this Agreement which has more favorable economic terms (meaning all things considered equal in total compensation), the Employer may, at its option, adopt any such terms and or conditions offered in that different Agreement, by written notification to the Union.

**ARTICLE 18
SAVINGS CLAUSE**

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 that any provisions or language of this Agreement is held unlawful, then such provisions or language shall become immediately void in its entirety. The parties hereto agree to immediately meet to negotiate legally acceptable substitute provisions or language. All other parts, portions, provisions, and remainder of the Agreement shall continue in full force and effect for the duration of Agreement.

**ARTICLE 19
DURATION**

SECTION 1 This Agreement shall become effective immediately and shall remain in full force and effect through May 31st, 2025, and shall be automatically renewed from year to year thereafter. Should either party to this Agreement desire to modify or terminate this Agreement at its expiration or the annual anniversary date, such party shall give written notice to the other not less than sixty (60) days, nor more than ninety (90) days prior to May 31st of the current year.

SECTION 2 Notice as required by this Article shall be sent via United States Postal Service, certified mail, postage pre-paid return receipt requested. Such notice shall be complete for all purposes herein stipulated and shall be sent to either the Union or the Employer.

**ARTICLE 20
CLASSIFICATION**

SECTION 1 Classifications, wage rates, effective dates, and duration will be in accordance with Schedules "A" attached hereto and made a part of this Agreement:

Carpenter Fabricator Trainee- Advancement to Fabricator, is based on achievement of twelve (12) months employment, satisfactory performance, and Employer required training. Fabricator Trainees may use power tools and will be under the supervision of a Fabricator. Fabricator Trainees will be restricted to working in the shop only, and their duties will be limited to material handling and cleanup. Intermittent tasks, including utilization of power tools, may be performed under the immediate supervision of a Fabricator

Carpenter Fabricator- General skills and responsibilities within the manufacturing facility, working independently as needed.

Carpenter Lead Fabricator - Advancement to Fabricator Lead is solely based on the Employer's discretion.

SECTION 2 Monetary Increases - the hourly wage rates are effective annually on July 1st of each year. Carpenter Fabricator Trainee wage rates shall be ten percent (10%) above the Portland Metro Minimum Wage Rate updates. Carpenter Fabricator wage rates shall be ten percent (10%) above the Carpenter Fabricator Trainee, and Carpenter Lead Fabricator wage rates shall be twenty-five percent (25%) above the Carpenter Fabricator Trainee. See Schedule "A"

SECTION 3 Fringe package increases are based on the rates established by the Associated Wall & Ceiling Contractors Association Fringe Benefits for Health & Welfare and Training. The modifications are as follows:

1. Health & Welfare Contributions (H&W) shall be 85% of the AWCC H&W contribution rate. H&W contributions are required after "Carpenter Fabricator Trainee" has successfully completed 160 hours of employment within this classification.
2. The Training allocation will be 50% of current AWCC Training Contribution, with an additional sum as defined in UBC Constitution, Section 43, C (currently \$0.10 in the year 2020) per hour worked which is allocated specifically to the Carpenters International Training Fund ("Training Fund") for each employee working in construction.

SECTION 4 Longevity Premiums: Employees shall receive longevity premiums as outlined in Addendum the Schedules "A"

ARTICLE 21 UNION DUES CHECK-OFF ASSIGNMENTS

SECTION 1 In accordance with the terms of an individual and voluntary written authorization for check-off membership dues hereby known as Regional Council Dues (RCD) in the form permitted by the provisions of Section 302 (c) of the Labor-Management Act, as amended, the Employer agrees to deduct for working dues (at 4% of the straight time hourly rate) an amount of wages once each week which has been or will be in the future authorized by the membership. The RCD, which are deducted, shall be paid monthly by the fifteenth (15) day of the month following the month in which they are deducted. The Employers will remit the union dues deducted on the transmittal forms used for fringe benefit contributions and that the pro-rata costs of such forms and the collection and accounting thereof, including any costs incurred by the administrator for acting as authorization depository, will be paid by the Union to the fringe benefit administrator.

SECTION 2 Employers who do not remit check-off in a timely manner as required will be subject to paying attorney fees, court costs, and fifteen percent (15%) penalty on funds more than thirty (30) days in arrears if legal action is required to collect unpaid deductions.

SECTION 3 This provision shall not reduce the obligations of the Contractor/Employer to pay the full amount of fringe benefits contributions as specified in this Agreement. All written authorization referred to above will be irrevocable for a period of one (1) year from the date of execution and shall renew automatically from year to year, thereafter, unless the employee shall have revoked such authorization, by written notice served upon Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter.

**ARTICLE 22
INDUSTRY PROMOTION FUND**

SECTION 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 thirty cents (\$.30) for each compensable hour 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 2 Records as to the use of these funds may be reviewed upon proper request by the Union identities to this Agreement. The Union will be furnished with a copy of the Trust document and any amendments thereof.

SECTION 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 (60) days written notice to all signatory employers and the Union. Such a change to be reviewed by the Joint Labor-Management Committee.

SCHEDULE "A"**Wages, effective July 1st, 2020, until June 30th, 2021.**

1. Carpenter Fabricator Trainee	\$ 15.00
2. Carpenter Fabricator	\$ 16.50
3. Carpenter Fabricator Lead	\$ 18.75

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

1. Carpenter Fabricator Trainee	\$ 15.40
2. Carpenter Fabricator	\$ 16.94
3. Carpenter Fabricator Lead	\$ 19.25

Wage effective July 1st, 2022, until June 30th, 2023.

1. Carpenter Fabricator Trainee	\$ 16.22
2. Carpenter Fabricator	\$ 17.24
3. Carpenter Fabricator Lead	\$ 20.28

*Carpenter Fabricator Trainee shall update annually thereafter effective on the annual renewal date adjusted to reflect the "Portland Metro" minimum wage rates published (which are effective July 1st, annually) by the state of Oregon.
<https://www.oregon.gov/boli/whd/omw/pages/minimum-wage-rate-summary.aspx>

Longevity Pay

Employees covered by this Agreement shall receive longevity payment in accordance with the following schedule added to the regular hourly rate as noted on Schedule A:

After 3 years of service	\$0.25	After 7 years of service	\$0.75
After 5 years of service	\$0.50	After 10 years of service	\$1.00

FRINGE BENEFIT CONTRIBUTIONS

Carpenter Fabricator Trainee 7/1/20 - 6/30/21		Carpenter Fabricator 7/1/20 - 6/30/21		Carpenter Fabricator Lead 7/1/20 - 6/30/21	
Health & Welfare*	\$TBD	Health & Welfare*	\$TBD	Health & Welfare*	\$TBD
85% of AWCC Contribution		85% of AWCC Contribution		85% of AWCC Contribution	
		401K	\$1.60	401K	\$1.60
Regional Council Dues**	\$0.60	Regional Council Dues**	\$0.66	Regional Council Dues**	\$0.75
		Training***	\$0.61	Training***	\$0.61

*Health & Welfare Contributions (H&W) shall be 85% of the AWCC H&W contribution rate. H&W contributions are required after Carpenter Fabricator Trainee has successfully completed 160 hours of employment within this classification.

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

***The Training allocation will be 50% of current AWCC Training Contribution, with an additional sum as defined in UBC Constitution, Section 43, C (currently \$0.10 in the year 2020) per hour worked which is allocated specifically to the Carpenters International Training Fund ("Training Fund") for each employee working in construction.

SCHEDULE "B"

FRINGE BENEFITS

SECTION 1 Health & Welfare It is agreed by the parties hereto that all employers covered by this Agreement shall contribute a sum as listed in Schedule "A-1" herein for each compensable man-hour of Carpenters employed by Employers covered by this Agreement, which contribution shall be made to the plan within the jurisdiction of the Agreement in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Health & Welfare Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatory to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union, and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member employers.

SECTION 2 401(k) Retirement Provision In addition to the wage rates listed in the Schedules attached hereto, the Employers shall pay into a 401(k) Retirement Fund known as the active plan within the jurisdiction of the Agreement Retirement Fund and/or successor" (which sponsors 401(k) Retirement Plan) an employer non-elective contribution a sum as listed in Schedule "A-1" per compensable hour for all employees covered by this Agreement. Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made and shall be deposited in a delegated bank or banks in accordance with the active plan within the jurisdiction of the Agreement. The signatory employers agree to abide by all the terms and conditions of the Trust Agreement and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement. In addition, for any employee who elects to have tax-deferred elective contributions deducted from his compensation for remittance to the active plan within the jurisdiction of the Agreement, the signatory employers agree to remit such elective contributions on the employee's behalf monthly on or before the 15th day of the month following the month in which the employee has had the contributions deducted from his compensation, in accordance with the Trust Agreement referenced above.

SECTION 3 Training: It is agreed that all Employers covered by this Agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man-hour of carpenters, including supervisory employees when covered by this Agreement. Said contribution shall be made to the Carpenters Apprenticeship and Training Trust of Oregon and SW Washington in the manner as set forth in the Trust Agreement of said Trust.

The details of such Apprenticeship and Training Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of Labor and Management who are signatory to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union employed by the Union, and each Management Trustee shall be a full-time salaried executive or officer of a signatory Employer, and/or an Employee of an Employer Association signatory to this contract on behalf of its member Employers.

SECTION 4 Parties Bound: It is further understood that Employers who are parties to this Agreement shall be bound by the terms and provisions of the Trust Funds and Plans as mentioned in Sections 1 through 4 as though these Trust Funds and Plans were part of this Agreement.

SECTION 5 Failure to Pay Contributions: In the event, an employer fails to make the monetary contribution in conformity with this Agreement, the Union is free to take any economic action against such an Employer it deems necessary, and such action shall not be considered a violation of this Agreement.

SECTION 6 Information on Trust Agreement: It is understood that the Union and Employer Associations are principal parties to the Health & Welfare, Retirement, and Apprenticeship and Training Trust Agreements and are, therefore, entitled to full information on the actions of the Trustees and operation of the Trust.

SECTION 7 Special Trust Requirements: Certain Trusts may require a Bond to be posted and maintained by an Employer who has not established a record of full and proper fringe benefit contributions to the Health & Welfare, Pension, Vacation, or Apprenticeship and Training funds as determined by the trustees of said funds, for the most recent twelve (12) month period of such Employer's work and/or any Employer who has been delinquent in the payment of fringe benefit contributions to the Health & Welfare, Pension, Vacation (if applicable) or Apprenticeship and Training Trust Funds as determined by the trustees of said funds during the preceding twelve (12) month period of the appropriate trust funds to guarantee payment of the Health & Welfare, Pension, Vacation (where applicable), and Apprenticeship fringe benefits. Such bond shall be payable to, or security deposited with the respective trust fund administrator in a form acceptable to the trustees of the particular trust funds involved. Said Employer shall maintain a said bond or security deposit until:

1. Such an Employer has completed twelve (12) successive months of prompt (non-delinquent) contributions to the said trust funds as determined by the trustees, or.
2. The termination or expiration of this Agreement.

In the event that an Employer fails to make full and proper fringe benefit contributions to the above-named trust funds after having been required to post a bond or security, the trustees shall have the right to apply said bond or security to satisfy the Employer's liability for the delinquent contributions and all other charges accruing to the trustees pursuant to the Trust Agreements herein described. Failure of any Employer to comply with the provisions of this Article shall not be subject to arbitration and shall be considered in violation of this Agreement, and the Union may take such economic action necessary to enforce the provisions of this Article.

FOR THE EMPLOYER:

Signed for and in behalf of the Employer;

On this 21 day of April,
2020

Performance Contracting, Inc.

Name of Employer

11145 Thompson Avenue, Lenexa, KS 66219

Address

913-888-8600

Phone:

Fax:

OR 65074

Contractor License/Registration Number:

Rod Eisenhauer

Print Name:

DocuSigned by:
Rod Eisenhauer
A87E4F41658A433...
Signature:

FOR THE EMPLOYER:

Signed for and in behalf of the Employer;

On this 15th day of April,
2020

Western Partitions Inc

Name of Employer

26055 SW Canyon Creek Road Wilsonville,
OR 97070

Address

503 209-6072

Phone:

Fax:

OR 60330

Contractor License/Registration Number:

Neil O'Connor

Print Name:

DocuSigned by:
Neil O'Connor
2D0DA9C2002F447...
Signature:

FOR THE UNION:

Signed for and in behalf of the Union this 21st day of April, 2020

DocuSigned by:
Scott Schaefer
B45B0F900AA144E...
Representative
Pacific NW Regional Council of Carpenters

DocuSigned by:
Juan Sanchez
9FD4B2A4D7924D3...
Regional Manager
Pacific NW Regional Council of Carpenters

DocuSigned by:
JCE
DE50E605132049B...
Contract Administration
Pacific NW Regional Council of Carpenters