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2007 – 2012 AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF WASHINGTON

and

CARPENTERS, PILEDRIVERS, AND MILLWRIGHTS

of the

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

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PREAMBLE

This Agreement is a successive principal Agreement of the 2003-2007, Agreement and all other prior Agreements thereto by and between the Associated General Contractors of Washington, a Chapter of the Associated General Contractors of America, Inc. and Pacific Northwest Regional Council of Carpenters.

For purposes of this Agreement, the AGC of Washington is not acting as a multi-employer bargaining agent in a single multi-employer unit, but is acting for and on behalf of Employers who have individually requested the AGC of Washington to act as their individual and separate bargaining agent in individual Employer units. Further, each individual principal member reserves the right to review and accept or reject any proposed Agreement negotiated between the Union and the AGC of Washington acting as an agent for the individual contractor members.

This is a collective bargaining Agreement between certain individua members of the Associated General Contractors of Washington, a Chapter of the Associated General Contractors of America. Inc. (hereinafter referred to as the "Employer"), and Pacific Northwest Regional Council of Carpenters, (hereinafter referred to as the "Union"), and shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the territory of Western and Central Washington.

ARTICLE 1
PURPOSES OF AGREEMENT

SECTION 1. The purposes of this Agreement is to promote the settlement of labor disagreement by conference, to prevent strikes and lockouts and to stabilize wages and working conditions in building, heavy highway construction and engineering work in the area affected.

SECTION 2. Bylaws of either party are not part of this Agreement. It is agreed and understood between the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto. No agent or representative of either party has authority to make any promise, inducement or agreement contrary to the provisions herein.

SECTION 3. 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.

SECTION 4. The Union recognizes the AGC of Washington as the exclusive individual bargaining agent for each Employer who has authorized the AGC of Washington to negotiate individually with the Union on its behalf.

ARTICLE 2
WORK AFFECTED

SECTION 1. This Agreement shall cover all Highway, Building, Heavy Construction and Engineering projects including the loading and unloading of barges or other carriers of the Employer's materials and equipment at loading facilities for the contractor's work performed by Employer parties to this Agreement in the counties outlined in Article 3.

SECTION 2. For clarification, heavy, highway and engineering projects are defined as follows: Construction of railroads, street railways, roads, highways, streets, alleys, sidewalks, curbs and gutters, paving (portland cement or asphaltic concrete), airports, bridges, overpasses, sewers, water mains, sanitation projects, irrigation projects, flood control projects, reclamation projects, reservoirs, dams, dikes, levees, revetments, channels, aqueducts, channel cutoffs, jetties, breakwaters, harbor developments, docks, dry docks, piers, abutments, retaining walls, transmission lines, duct lines, subways, shafts, tunnels, excavation of earth and rock, power generating projects, reinforced earthwork, and all other heavy construction and engineering operations in connection therewith, and all site clearing, demolition work, pipeline and refinery work when covered by this Agreement.

SECTION 3. For further clarification, the term "Building" shall mean a building structure, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, and comfort.

ARTICLE 3
WORK AND TERRITORY AFFECTED

SECTION 1. This Agreement shall cover all construction work in the following counties west of the 120th Meridian in the State of Washington: Whatcom, Skagit, Snohomish, King, Pierce, Thurston, Lewis, Grays Harbor, Kitsap, Island, San Juan, Clallam, Jefferson, Mason, Yakima, Kittitas, Chelan, Douglas, and Okanogan, and that portion of Pacific County north of a straight line made by extending the north boundary line of Wahkiakum county west to the Pacific Ocean.

SECTION 2. In the areas east of the 120th Meridian which are under the jurisdiction of Local Union No. 770, Yakima, and Local Union No. 2205, Wenatchee, the terms and conditions of this Agreement shall be recognized. Note: Attached hereto and made a part of this Agreement is Appendix 3 which contains any differences in wages, travel or working conditions for the Central Washington area.

SECTION 3. The work covered by this Agreement shall be as outlined in the General Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America and local awards and area practice.

ARTICLE 4
EFFECTIVE DATE AND DURATION

SECTION 1. This successive principal Agreement shall be effective commencing June 1, 2007 and shall continue in force and effect through May 31, 2012. Upon its expiration, this agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal; unless changed, terminated or superseded by a successive principal agreement. For the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60) days nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is in no way intended by the parties as a termination of, nor shall it in any way be construed as a termination of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided. The parties reserve the right to economic recourse in negotiations, except during the interval between the giving of "Notice of Opening" and the expiration date.

SECTION 2. Except by mutual written agreement, termination of this Agreement or any annual contract effectuated through automatic renewal, must to the exclusion of all other methods, be perfected by giving written "Notice of Termination" not later than sixty (60) nor more than

ninety (90) days prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates automatic renewal.

SECTION 3. Any "Notice of Opening" or "Notice of Termination" given in hand within sixty (60) days nor more than 90 days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

SECTION 4. Notwithstanding the above, this Agreement may be opened on June 1, 2010, for the purpose of negotiating wage and fringe benefit rates for June 1, 2010 – May 31, 2012 as set forth in Appendix 1 only. Such opening shall be perfected by either party giving written "Notice of Opening" to the other, not later than sixty (60) days nor more than ninety (90)days prior to June 1, 2010. If agreement cannot be reached, economic recourse will be permitted.

ARTICLE 5
UNION RECOGNITION AND HIRING PROCEDURES

SECTION 1. 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.

SECTION 2. The employees shall become and remain members of the Union as a condition of employment from the seventh (7th) but not later than the eighth (8th) day of employment, or the effective date of this Agreement, whichever is later.

SECTION 3. It is further agreed that all Union Carpenters employed by the Employer shall maintain their membership with current month's dues paid in their Local Union.

SECTION 4. Failure of any employee to pay or tender norma 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.

SECTION 5. Labor and Management Committee . A Labor and Management Committee shall be established to meet quarterly to discuss issues from the contract and issues that will improve and better the industry.

SECTION 6. Whenever the Employer requires Carpenters covered by this Agreement on any job, the Employer shall first request referral of such Carpenters from the Local Union having jurisdiction (See map). The Employer will notify the Local Union office having jurisdiction either by telephone or in writing stating the job location and number of Carpenters required. The Union shall refer Carpenters to the Employer by name with a dispatch slip, at the request of the Employer or his agent.

SECTION 7. Out of Work List Requirements

(1) The term Carpenter covers all classifications in the Master Agreement. All Journeymen and Apprentices may sign their respective Out-of-Work Lists of any Local Union in the Pacific Northwest Regional Council of Carpenters jurisdiction.

(2) The Employer may request Carpenters by name, without regard to their position on the Out-of-Work List. Dispatches will be given to Carpenters and State approved registered Apprentices on the Out-of-Work List in numerical order except when called by name or called on an open-call basis for a specific skill, i.e., Millwright, Welder, Sheetrock Applicator, minority or female requirements. In those cases, the first person on the list that meets the requested criteria and is available will be dispatched.

(3) Qualified applicants, reporting to the job-site within twenty-four (24) hours after being ordered, must be put to work or paid the proper show-up time, unless the Union is notified of cancellation prior to referral. Employers have no responsibility to applicants reporting after a twenty-four (24) hour period, Saturday, Sunday and Holidays excluded.

(4) When an employee is referred to the job by the Union, such referral shall be on a non-discriminatory basis, not affected by membership or non-membership, past or present union activities, or age, sex, race, creed, color or national origin.

SECTION 8. Unlawful Discrimination and Harassment-The parties recognize and agree that the discrimination against and/or the harassment of an employee as defined by local, state and federal laws is adverse to the interest of both the Union and the Employer. The parties agree that such discrimination and/or harassment is strictly prohibited.

SECTION 9. Either party to this Agreement shall have the right to re-open negotiations pertaining to the Union Security by giving the other party thirty (30) days written notice, when there is reason to believe that the laws pertaining thereto have been changed by Congressional Amendments, Court Decisions, or Governmental Regulations or Decisions.

ARTICLE 6
SUBCONTRACTORS

SECTION 1. If a contractor bound by this Agreement contracts or subcontracts any work covered by this Agreement to be done at the job site for the construction, alteration or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound to all the provisions of the Agreement for the duration of his/her project only, or such contractor shall maintain daily records of the subcontractors' employees' job site hours and be liable for payment of these employees' wages, travel, Health & Security, Retirement, Vacation & Apprenticeship and Training contributions (or differential) in accordance with this Agreement.

ARTICLE 7
HOLIDAYS

SECTION 1. Holidays recognized by this Agreement shall be New Year's Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Thanksgiving Day, Friday and Saturday after Thanksgiving Day, and Christmas Day. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. A holiday shall be a twenty-four (24) hour period, beginning with the regular starting time of the first shift on the date of the holiday, unless otherwise mutually agreed to by the Employers and the Union. No work shall be performed on Labor Day except to protect life and property or by mutual agreement of the Union and the Employer. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular workday.

ARTICLE 8
MEAL AND REST PERIODS

SECTION 1.

A. Employees shall not be required to work more than five (5) hours from the start of the shift without at least a one-half (½) hour unpaid break for a meal. This meal period shall not begin earlier than three and one-half (3½) hours after the start of the shift. If employees are required to work past five hours, they shall be paid one-half (½) hour at the applicable overtime rate and must be allowed time to eat their meal. If not allowed to eat their meal, employees will be paid an additional one (1) hour at the applicable overtime rate.

B. Employees required to work more than two (2) hours after the end of the regular shift shall be allowed at least one-half (½) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a meal by the Employer. If employees are not allowed to leave the job and no meal is

provided during this second meal period, they shall be paid an additional one-half (½) hour of overtime.

C. In the event that the Employer establishes a ten (10) hour day. the meal period shall be at mid-shift. Employees' meal period may be staggered during the period of three and one-half (3½) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

SECTION 2. For the purpose of this Article the applicable overtime rate following a delay/missed meal, as noted above, shall be as follows:

- In the event the rate of the day is time and a half (1½), the applicable overtime rate will be two (2) times the straight time rate of pay.

- In the event the rate of the day is double time, the applicable overtime rate will be two and one half (2½) times the straight time rate of pay.

SECTION 3. REST PERIODS

Employees shall be allowed a rest period of not less than 10 minutes, on the Employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period. The rest period may be taken at the work station when reasonable. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each 4 hours worked, scheduled rest periods are not required. A rest period means to stop work duties, exertions, or activities for personal rest and rejuvenation.

It will be the responsibility of each employee to take rest periods. If an employee does not take a rest period, then the employee must notify his/her supervisor and a rest period will be provided.

ARTICLE 9
PAY DAY

SECTION 1. PROCEDURES

A. Schedule: Employees shall be paid in full once each week (on the same day), but in no event shall more than five (5) days (Saturday, Sunday and Holidays excluded) wages be withheld. If the regular payday falls on a Holiday, the employees shall be paid on the last regular workday before the holiday.

B. Methods: The Employer will have the following options of making payment:
- by negotiable check made on local bank, paid at job site, or
- direct deposit in employee's bank account (at election of employee in writing)
- by mail (at election of employee in writing). If paid by mail, check shall be postmarked not later than two (2) business days prior to the established payday.

C. Documentation: The Employer shall furnish to each employee at the time of payment of wages an itemized statement showing the pay basis (i.e., hours or days worked), rate or rates of pay, gross wages, and all deductions for that pay period. In addition, the name, address and phone number of the Employer shall be indicated.

D. Adjustments: No adjustment of disputed pay will be made unless the worker or the Union shall make a claim in writing to the Employer's representative fifteen (15) days from the pay period in question.

E. Penalty: If the payment is not made expressly as provided herein, then the employee shall be paid two (2) hours pay at the appropriate hourly wage rate for each twenty-four (24) hour period thereafter until payment is made. In the case of payment by mail, the postmark on the envelope will serve as the cutoff for any penalty. Said check shall be mailed to an address of the employee's choice.

F. Non-Sufficient Funds: In the event an employee receives a non-sufficient funds (NSF) check, the payment shall be by money order or certified check. In addition any documented bank fees or charges incurred by the employee as a result of receiving a NSF check payment, will be reimbursed to the affected employee. If requested, a letter of explanation will be sent to the employee's bank and any creditors that may have been affected. If an employee receives a NSF check for the second time in any four (4) week periods, the make-up check and all subsequent payments shall be by money order or certified check.

G. If an employee is laid-off outside normal office hours, payment shall be made within twenty-four (24) hours (Saturdays, Sundays and Holidays excepted. Payment, by employee's choice, shall be made through the Union Hall or by regular mail.

SECTION 2. MID-PAY PERIOD EMPLOYMENT SEPARATION

A. Layoff When employees are laid off during normal office hours, they shall be paid in full immediately. In the event that the employee is not paid immediately, he/she shall receive a penalty as defined in Section 1 (E) of this Article.

Upon layoff, employees will be provided fifteen (15) minutes to pick up, and transport to vehicle, tools and personal items. Failure by the Employer to provide fifteen (15) minutes will result in overtime conditions for the time necessary beyond the end of the shift.

B. Discharge for Cause or Quit: Employees who are discharged for cause or quit shall be paid not later than the next regular pay period.

ARTICLE 10
UNION REPRESENTATIVE

SECTION 1. Authorized representatives of the Union shall have access to the projects provided they do not unduly interfere with the work of employees, and that they fully comply with the safety and security procedures established for the projects. On projects with restricted access, the Employer will cooperate with the Union officials in this regard as far as regulations permit.

ARTICLE 11
SETTLEMENT OF DISPUTES/GRIEVANCES

SECTION 1. 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 procedure in Section 2 is outlined for that purpose.

SECTION 2. In the event that a dispute arises on the job, the following procedure will be followed to address the dispute:

Step One: In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the representative of the Union involved and the Employer, the 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 shall proceed to Step Two.

Step Two: The dispute shall be referred to a Board of Conciliation within fifteen (15) working days. This Board shall consist of two (2) persons who have no direct involvement in the dispute, appointed by each party. If these four (4) persons cannot effect a settlement within seven (7) days after the dispute has been referred to them, the matter shall proceed to Step Three.

Step Three: By mutual agreement, the issue may be referred to mediation. The parties shall request a mediator from the Federal Mediation and Conciliation Service or other acceptable service. This person shall serve as the mediator to resolve the dispute. The expense of employing the mediator shall be borne equally by both parties and each party

shall be responsible for their own attorney fees and costs. Should mediation be waived or the parties fail to reach agreement, the matter shall proceed to Step Four.

Step Four: The parties shall request a list of seven arbitrators from the Federal Mediation & Conciliation Service or other acceptable service and shall alternately strike names until only one name remains. This person shall serve as the arbitrator to resolve the dispute. The expense of employing the arbitrator shall be borne equally by both parties and each party shall be responsible for their own attorney fees and costs.

Any decision of the Board shall be within the scope and terms of this Agreement. It may also provide retroactivity not exceeding sixty (60) days and shall state the effective date. 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.

ARTICLE 12
SETTLEMENT OF JURISDICTIONAL DISPUTES

SECTION 1. There will be no strikes, no work stoppages or slowdowns or other interference with the work because of jurisdictional disputes.

SECTION 2. The Employer shall be responsible for all jurisdictional assignments. In issuing such assignments, the Employer shall be guided by local award and area practices. Craft jurisdiction is neither determined nor awarded by classifications appearing in any labor agreement.

SECTION 3. If a jurisdictional dispute arises, it shall first be submitted to the Regional Council and the affected Employer or their authorized representative for settlement. If no understanding or agreement is reached within forty-eight (48) hours, the parties may refer the dispute to the International Unions with which the disputing Unions are affiliated, for resolution and the Employer shall abide by the resolution. The disputed work shall continue as assigned by the Employer until the dispute has been resolved.

ARTICLE 13
STRIKES AND PICKET LINES

SECTION 1. It is mutually agreed that there shall be no strikes, lockouts or other slow down or cessation of work by either party on account of any labor difference pending the utilization of the grievance machinery, as set forth in Article 11.

SECTION 2. Employees will not be discharged, disciplined or permanently replaced for any protected activity related to the recognition of a primary picket line approved by the Union party to this Agreement.

SECTION 3. As required by law, employees shall be furnished to the Employer during labor disputes with other construction crafts and the Employer will endeavor to work as long as economically possible during these periods.

ARTICLE 14
SAFETY MEASURES

SECTION 1. The Employer and the employee will conform to all Federal and State health and safety regulations applicable to work covered by this Agreement and shall have adequate shelters available where necessary, with heat, where the workers can change and dry their clothes and store their tools. On all projects covered by this Agreement, there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals. Fresh, cool, sanitary drinking water will be available to the workers. The Employer will furnish welding equipment including all leathers. The Employer will furnish to all Carpenter employees necessary hard hats, eye protection, ear protection, respirators, reflective vests, all personal fall protection and restraint equipment, and equipment needed to work with hazardous or contaminated material.

SECTION 2. This Agreement is not intended to and shall not be construed as creating, imposing, or adopting on the Union or representatives any state common-law duties in the areas of safety.

ARTICLE 15
SAVINGS CLAUSE

SECTION 1. This Agreement is not intended to and shall not be construed to permit acts, which violate any valid Federal or State law.

SECTION 2. If any provision of this Agreement or the application of such provision shall in any court or other Governmental action, be held invalid, the remaining provisions and their application shall not be affected thereby. Provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to re-negotiate such parts or provisions affected. The parties agree to arrive at a mutually satisfactory replacement within sixty (60) days unless a definite extension of time is mutually agreed to. When no mutually satisfactory replacement is reached, the provisions of Article 11, Settlement of Disputes/Grievances, will apply.

ARTICLE 16
HOURS OF WORK

SECTION 1. SINGLE SHIFT OPERATION

(a) Eight (8) hours shall constitute a day's work; five (5) days shall constitute a week's work, Monday through Friday. A single shift operation shall be established for a minimum of three (3) days.

(b) A single shift operation shall be restricted to the hours between 6:00 am and 6:00 p.m. and eight (8) hours of continuous employment (except for meal period) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, Monday through Friday, then Saturday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate.

(c) Four ten (10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a voluntary make-up day. All hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate.

(d) No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day.

(e) In the event of a civil emergency such as, but not limited to, earthquakes, floods, or fires, starting time of the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. In order to work such shift, mutual agreement shall be received.

(f) Special Shifts: When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a special shift, upon three (3) days written notice to the Union may be worked, Monday through Friday at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten (10) hours of pay on a four-ten shift.

(g) When an employee is called out to work without at least eight (8) hours off since his/her previous shift, all such call out time shall be paid at the overtime rate until he/she shall have eight (8) hours off.

(h) Holiday Week: In the event that a holiday is celebrated during the week (Monday through Friday), the remaining four days of the week may be worked as a four ten shift at the straight time rate, on a voluntary basis with three (3) days notice to the Union.

SECTION 2. MULTIPLE SHIFT OPERATION

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

(a) Two Shift Operation. On a two consecutive shift operation, no shift penalty is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two-shift operation, the second shift shall be established for a minimum of three (3) days.

Once the starting times are established for the two-shift operation, they shall not be changed except upon three (3) working days written notice to the Union.

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

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

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

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

(c) Multiple shift (a two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shifts a specific operation. Those groups of employees only who relieve first shift groups of employees and such first shift groups of employees who are relieved by groups of employees on a second shift, and on a three shift operation those groups of employees who relieve the groups of employees on a second shift, shall be construed as working multiple shifts. The intent of this clause shall be construed so as to recognize that a "reliever group" and a "relief group" does not necessarily mean "person for person" relief.

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

SECTION 3. SPECIAL WORK/TIDE WORK

When an employee has completed his/her scheduled shift and is called out to perform special work, including tide work, he/she shall receive premium pay in accordance with the following rates:

(a) For show up, four (4) hours pay at the straight time rate is due.

(b) When put to work, a minimum of four (4) hours pay is due at applicable overtime rate.

ARTICLE 17
OVERTIME

SECTION 1.

(1) Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-½) times the straight time rate of pay. All additional overtime will be paid at two (2) times the straight time rate of pay.

(2) On a four ten (10) hour shift, Monday through Thursday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1½) times

the straight time rate of pay. All additional overtime will be paid at two (2) times the straight time rate of pay.

(3) On a four ten (10) hour shift, Monday through Thursday, on Friday (except when worked as a make-up day), the first twelve (12) hours of work will be paid at one and one half (1½) times the straight time rate of pay. Additional overtime shall be paid at two (2) times the straight time rate of pay.

SECTION 2. Saturday, the first twelve (12) hours of work will be paid at one and one half (1½) times the straight time rate of pay. All additional overtime shall be paid at two (2) times the straight time rate of pay.

SECTION 3. All work performed on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

SECTION 4. The Employer shall have the sole discretion to assign overtime work to employees.

ARTICLE 18
REPORTING AND MINIMUM HOURS PAY

SECTION 1. When an employee or new hire reports to work for his/her regular or assigned shift and weather permitting is not put to work, he/she shall be paid two (2) hours reporting time and shall remain at the job-site for the two (2) hours if required by the Employer.

SECTION 2. Employees who work less than four (4) hours shall be paid for four (4) hours; they shall be paid a minimum of six (6) hours if required to work more than four (4) hours; they shall be paid eight (8) hours if required to work more than six (6) hours; and they shall be paid ten (10) hours if required to work more than eight (8) hours on a regularly established ten (10) hour shift. Employees who cannot work a full shift because of weather conditions shall be paid for actual hours worked.

SECTION 3. If any employee refuses to start work or if any employee stops work of his/her own volition, the minimum set forth in Section 2 above shall not apply.

SECTION 4. When employees are called out to work on overtime days and are not put to work, they shall receive pay for two (2) hours at the applicable overtime rate of pay. When employees are put to work on overtime days, they shall be paid the actual time worked at the overtime rate, however, the minimum shall be two (2) hours at the overtime rate of pay.

SECTION 5. When employees, including new hires, reporting for work arrive on the job unprepared to perform the work required (for example, under the influence of alcohol or drugs, or inadequately clothed), the Employer shall not be expected to put such individuals to work nor shall they be entitled to reporting pay if not put to work.

ARTICLE 19
MANAGEMENT RIGHTS CLAUSE

SECTION 1. The Employer retains full and exclusive authority for the management of its operation subject to the provisions of this Agreement. The Employer shall direct his/her working forces at his/her sole prerogative including, but not limited to hiring, promotion, transfer, layoff or discharge for just cause as traditionally practiced within the Construction Industry. The Employer shall utilize the most efficient methods or techniques of construction, tools or labor saving devices. There shall be no limitations upon the choice of materials or design except those imposed by safety and health considerations.

SECTION 2. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth.

SECTION 3. It shall not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby

the Employer requests the employees to stand by, the employees will be compensated for the "stand by time."

If such a condition continues, the Employer agrees to give timely notice to members of the next shift scheduled to report for duty. In the event that timely notice is not given employees who report for work at their regular reporting time and are not put to work shall be paid "show up pay."

This Article shall be subject to the grievance procedure set forth in Article 11.

ARTICLE 20
SPECIAL CONDITIONS

SECTION 1. Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties having jurisdiction over the job-site and work affected to meet and mutually agree to make such modifications to meet a specific need on a specific project. Such modifications shall be in writing and approved by representatives of both parties.

In order to maximize the effect of this provision, all crafts will be requested to act uniformly. Employees of a craft should be treated equally under this provision. The Employer shall request his/her subcontractors to comply with any modifications granted under this provision.

ARTICLE 21
PRE-DETERMINED WAGE RATE PROJECTS

SECTION 1. In the event the Employer bids a public job or project being awarded by a Federal, state, county, city or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40 USC 276A-276A7 as amended) or established by the Industrial Commission of Washington pursuant to the provisions of Title 39 RCW (39.12) prevailing wages on public works-Washington State, Prevailing Wage on Public Works, the published hourly wage rate set forth in said public award in effect at the time of bid shall apply for the first twenty-four (24) months of the project from the date of the notice to proceed. Upon written request, the Employer will provide a copy of the notice to proceed to the Regional Council having jurisdiction of the project. The fringe benefit contribution rates shall be those as established and maintained by the Master Agreement and any fringe increases are the responsibility of the Employer. Notwithstanding the above, project agreements may be mutually agreed upon to allow use of the pre-determined wage rate for the duration of a project to exceed twenty-four (24) months.

SECTION 2. In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

SECTION 3. The Employer may, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct Davis-Bacon rates when responding to DOL requests for prevailing wage data.

ARTICLE 22
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. Consistent with those goals, the Employer prohibits the use, manufacture, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A testing program, pursuant to the Substance Abuse Program, may be instituted, upon mutual

consent of Labor and Management which consent shall not unreasonably be withheld to monitor compliance with this policy.

SECTION 3. If the Employer implements a Substance Abuse Program according to the terms of this Article on a project, all subcontractors, on project, will be required to have and implement a substance abuse program.

SECTION 4. An acceptable Substance Abuse Program is contained in a separate addendum to this Collective Bargaining Agreement, but it is not a part of this Agreement and modifications to this Substance Abuse Program, by mutual agreement of an Employer and the Union, will not constitute a change to this Agreement. Mutual agreement will not be unreasonably withheld.

SECTION 5. Any grievance related to any employer's substance abuse program shall be resolved through Article 11, Settlement of Disputes/Grievance, of this Agreement.

ARTICLE 23
HEALTH CARE LEGISLATION

SECTION 1. If legislation is enacted by Federal or State Government to provide for a "Health Care System" that would allow the contribution for Health and Security to be reduced, the bargaining parties agree to meet and determine distribution of such reduced Health and Security contributions.

ARTICLE 24
LIGHT DUTY RETURN TO WORK

It is agreed that the Employer may return an injured employee to light duty status when allowed by the employee's doctor. When such light duty work is available, light duty functions shall be in accordance with the restrictions outlined by the employee's doctor. At no time will an employee's rate of pay be less than the base rate of pay, at the time of injury, for hours worked. Further, the Employee will be provided with a full fringe package, as per the collective bargaining agreement, over and above total remuneration. Should the employee on light duty have to be laid off, due to no work available, the employer will not adversely affect his/her ability to continue to receive loss time benefits from the Industrial Insurance Division of Labor and Industries (including self-insured employers), provided they are still medically eligible.

APPENDIX 1

SCHEDULE "A"
CLASSIFICATIONS & WAGES

SECTION 1. All employees covered by this Agreement shall be classified and paid in accordance with the classifications, scales, and special conditions set forth in Appendix 1, Schedules "A," "B," and "C" and no other classification wage rates or special conditions shall be recognized.

ZONE "A" RATES ONLY - REFER TO SCHEDULE "C" FOR ZONE RATES

	EFFECTIVE				
	June 1, 2007	**June 1, 2008**	**June 1, 2009**	**June 1, 2010**	**June 1, 2011**
Carpenter	**$32.49**	**$34.59**	**$36.64**	**Open**	**Open**
Drywall Applicators	**$32.49**	**$34.59**	**$36.64**	**Open**	**Open**
Lathers where applicable	**$32.49**	**$34.59**	**$36.64**	**Open**	**Open**
Carpenters on creosote material	**$32.59**	**$34.69**	**$36.74**	**Open**	**Open**
Insulation Applicators	**$32.49**	**$34.59**	**$36.64**	**Open**	**Open**
Sawfilers, Stationary Power Saw Operators, Floor Finisher, Floor Layer, Shinglers, Floor Sander Operator and Operators of other stationary woodworking tools	**$32.62**	**$34.72**	**$36.77**	**Open**	**Open**
Millwright and Machine Erector	**$33.49**	**$35.59**	**$37.64**	**Open**	**Open**
Acoustical Workers	**$32.65**	**$34.75**	**$36.80**	**Open**	**Open**
Certified Welder – + $0.50 per hour while performing welds required by the plans or specifications to be certified.					

	EFFECTIVE				
	June 1, 2007	**June 1, 2008**	**June 1, 2009**	**June 1, 2010**	**June 1, 2011**
Local 317, Aberdeen (Counties: Grays Harbor & Pacific)					
Piledriver, driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, all piling	**$32.69**	**$34.79**	**$36.84**	**Open**	**Open**
Bridge, Dock and Wharf Carpenters treated material-same as Piledriver	**$32.49**	**$34.59**	**$36.64**	**Open**	**Open**
Local 756, Bellingham (County: Whatcom)					
Piledriver, driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, all piling	**$32.69**	**$34.79**	**$36.84**	**Open**	**Open**
Bridge, Dock and Wharf Carpenters treated material-same as Piledriver	**$32.49**	**$34.59**	**$36.64**	**Open**	**Open**
Local 1597, Bremerton (Counties: Jefferson & Clallam)					
Piledriver, driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, all piling	**$32.69**	**$34.79**	**$36.84**	**Open**	**Open**
Bridge, Dock and Wharf Carpenters treated material-same as Piledriver	**$32.49**	**$34.59**	**$36.64**	**Open**	**Open**

Local 2396, Seattle, Tacoma, Everett (Counties: King, Pierce, Snohomish, Skagit, San Juan Island, Kitsap, Mason, Thurston, Yakima, Kittitas, Chelan and parts of Douglas and Okanogan west of 120 degrees Meridian)					
Piledriver, driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, all piling	**$32.69**	**$34.79**	**$36.84**	**Open**	**Open**
Bridge, Dock and Wharf Carpenters treated material-same as Piledriver	**$32.49**	**$34.59**	**$36.64**	**Open**	**Open**
Diver Wage Rate: See attached Divers' Addendum					

DEDUCTIONS: (These are deducted from wages)					
Vacation	**$1.00**	**$1.00**	**$1.00**	**Open**	**Open**
Union Deduction	**3.85%***	**3.85%***	**3.85%***	**Open**	**Open**
Millwrights Dues Check-off	**4.5%***	**4.5%***	**4.5%***	**Open**	**Open**

*The applicable percentage of the taxable hourly wage rate converted to cents per hour, times all hours worked. Foremen, general foremen, or superintendents would be charged using the journeyman wage rate.

FRINGE BENEFITS	**EFFECTIVE**				
	June 1, 2007	**June 1, 2008**	**June 1, 2009**	**June 1, 2010**	**June 1, 2011**
Health & Security	**$6.58***	**$6.68***	**$6.91***	**Open**	**Open**
Retirement	**$4.07**	**$4.25**	**$4.25**	**Open**	**Open**
Apprenticeship**	**$0.61**	**$0.64**	**$0.67**	**Open**	**Open**

*6/1/07 $0.50 designated for retiree medical & 6/1/08 $0.60 designated for retiree medical
**Apprenticeship contribution is 1.4% of journeyman carpenter total package

Prior to June 1, 2010:
Contract open for June 1, 2010 – May 31, 2012 for wages/fringe benefits only.

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

FRINGE OPTION: If additional sums are necessary to maintain the fringe benefits, by mutual agreement, sixty (60) days prior to the anniversary date, such sums may be deducted from wages

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

Classification/Hazardous Waste Group Number

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

H-2 Class "C" Suit - Base Wage Rate plus $.25 per hour

H-3 Class "B" Suit - Base Wage Rate plus $.50 per hour

H-4 Class "A" Suit - Base Wage Rate plus $.75 per hour

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

APPRENTICESHIP FUND
Four cents ($.04) of the Apprenticeship fund is dedicated to participation in UBC International Training Fund and two cents ($.02) to the UBC Labor Management Education and Development fund for a total of six cents ($0.06).

SECTION 2. Staffing Jobs

Employees shall be furnished to Employers during labor disputes with other construction crafts and Employers will endeavor to work as long as economically possible during these periods, utilizing the employees furnished.

Employers shall pay all cost of certification for certified welders, including wages, when directed by the Employer to take any type of certification to be able to perform the work necessary on his/her particular job.
Welders Certification
When the Union fills a request for a certified welder, such referred Carpenter shall have in his/her possession a current recognized certificate comparable to the local area or WABO test. If the job to be performed requires additional certification of any kind, the Employer shall pay for all expenses involved in securing such test. Refer to Section 1 above for certified welding premium.

Riggers, including signal person, burner and welders shall be paid according to the classification in which they are working.

SECTION 3. Apprenticeship Wage Rate:

Carpenters, Piledrivers and Millwrights

1st period - 60% of journeyman rate
2nd period - 65% of journeyman rate
3rd period - 70% of journeyman rate
4th period - 75% of journeyman rate
5th period - 80% of journeyman rate
6th period - 85% of journeyman rate
7th period - 90% of journeyman rate
8th period - 95% of journeyman rate

No pension contributions are required on Apprentices during the 1st period.

(a) Each Employer shall employ at least one (1) apprentice for each four (4) journeymen in his/her employment, but may employ up to one (1) apprentice for each journeyman in his/her employment.

(b) On jobs of a technical nature, the Employer, by mutual agreement with the local Business Representative, may waive the above apprentice ratios on a job by job basis.

SECTION 4. Piledriver Crews

The size of piledriver crews will be those established by area practice in each piledriver's union area and any dispute over such size of crews shall be handled by Union and Employer representatives having jurisdiction in that territory. However, for safety concerns, there will be two (2) Front End employees on all piledriving operations, one of which can be a Foreman.

SCHEDULE "B"
FRINGE BENEFITS

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

SECTION 1. Health and Security

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

SECTION 2. Retirement

(a) Employer Contributions. All Employers covered by this Agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man hour of Carpenters, including supervisory employees when covered by this Agreement in work contained in the terms of this Agreement. Said contributions shall be for the benefit of employed or retired Carpenters who are working under or have retired under the Carpenters Retirement Plan of Western Washington and Amended Carpenters of Western Washington Individual Account Pension Plan. Contributions shall be made to the Carpenters Retirement Trust of Western Washington in the manner as set forth in the Trust Agreement of said Trust. The details of the Carpenters Retirement Plan of Western Washington and the Amended Carpenters of Western Washington Individual Account Pension Plan established by the Trust Funds and these Trusts shall continue to be controlled and administered by Joint Boards of Trustees composed of equal representation of labor and management who are signators to the Trust Agreements of the aforesaid Trust Funds. Allocation between the Carpenters Retirement Plan of Western Washington and the Amended Carpenters of Western Washington Individual Account Pension Plan of contributions shall be determined by the Joint Boards of Trustees in accordance with the actuarial and funding requirements of these Plans.

(b) Supplemental Contributions. Effective June 1, 2000, there shall be three (3) classifications of employees under this agreement to determine eligibility for supplemental contributions to the Individual Account Plan (which shall be fully vested Supplemental Contributions). Classification is based upon type of work in the industry and attainment of advanced levels and experience and status. Applicable terms and conditions of this agreement shall be applied in accordance with the attained classification. Attached is a Classification Schedule (Exhibit 1) to establish classifications and pay rates for the Supplemental Contributions.

Applications for classification designations shall be submitted to the Executive Secretary-Treasurer of the Union, and upon recommendation of the Executive Secretary-Treasurer,

classification designations shall be granted by the Union's Executive Board upon verification that the applicant has attained the requisite experience outlined below:

Class O: shall consist of any employees covered under the Western and Central Washington Area Master Agreement Western Washington Area (Collective Bargaining Agreement), including Apprentices .

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

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

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

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

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

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

(c) Trustees. For the Carpenters Retirement Trust of Western Washington and the Amended Carpenters of Western Washington Individual Account Pension Trust, it is agreed that 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 3. Vacation

It is agreed that all Employers covered by this Agreement shall subtract a sum as listed in Schedule "A" herein for each compensable hour from each employee's net pay check (after taxes) and shall pay this to a Vacation Fund as set forth herein. (Note: These sums shall be deductions (after taxes) from the rates shown in Schedule A.) Said contribution shall be made to the Carpenters Vacation Trust of Western Washington in the manner as set forth in this Trust Agreement of said Trust. The details of such Vacation Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatories to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member employers.

SECTION 4. Apprenticeship and Training

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

SECTION 5. Millwrights Exception

In that territory west of the 120th Meridian covered by Millwrights Local No. 1699, Pasco, fringe benefits on their members will be paid to the Eastern Washington-Northern Idaho trust funds. Fringe payments as well as wages, travel and other conditions shall be those specified in the Eastern Washington-Northern Idaho Carpenter Agreement. The aforementioned territory includes the combined jurisdiction of Carpenters Local Union 770, Yakima, and Local 2205, Wenatchee and shall apply to millwright employees only.

SECTION 6. It is mutually agreed that in the territory of Local Unions 770 of Yakima and Local 2205 Wenatchee, which is east of the 120th Meridian, the Trustees shall accept the Eastern Washington Agreement setting forth the fact that Fringe Benefits under this Agreement shall apply for that area. All Trusts shall credit such contributions as though they were made under this Agreement.

SECTION 7. 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 Employer it deems necessary, and such action shall not be considered a violation of this Agreement.

SECTION 8. Information on Trust Agreement

It is understood that the Union, individual Employers, and signatory Employer Associations are principal parties to the Health & Security, Retirement, Vacation and Apprenticeship and Training Trust Agreements and are, therefore, entitled to full information on the actions of the Trustees and the operation of the Trust.

SECTION 9. As it relates to Fringe Benefits Trust Funds; if Article 6 is not implemented within ninety (90) days of completion of a project then Article 6 will be waived.

SECTION 10. It is understood that the principal parties to this Agreement have developed a selection process for appointment of management trustees which offers trust representation to individual signatory Employers or signatory Employer associations as mentioned in Section 1 - 4 of Schedule B, above. This selection process has been incorporated into the applicable Trust Agreements, and is available in the Trust Office.

SECTION 11. 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 Section 1 through 10 as though these Trust Funds and Plans were part of this Agreement.

SECTION 12. Trust Mergers

The Employers and the Regional Council agree that the health and welfare trusts covering carpenter employees in Western and Central Washington (Carpenters Health and Security Trust of Western Washington), eastern Washington, Idaho, Montana, and Wyoming (Washington-Idaho Carpenters Health and Security Fund) and Oregon and Southwest Washington (Oregon-Washington Carpenters-Employers Health and Welfare Trust) should be merged. To that end, the Employers and the Regional Council agree to amend the Trust Agreement for the Carpenters Health and Security Trust of Western Washington to authorize the Board of Trustees to merge the Trust with the other two trusts.

Subject only to the Trustees' determination that a merger would violate fiduciary or other obligations of ERISA, the Employers and the Regional Council authorize and request the Trustees, in their fiduciary capacity, to negotiate and implement the merger making all reasonable efforts to implement the merger by 12/31/2008.

SECTION 13 Domestic Partner Benefits

The parties agree that if the establishment of Domestic Partner Benefits is in the best interest of the participants in the Trust Funds, the Trustees of the Trust Funds should expedite the process of the establishment of Domestic Partner Benefits.

SCHEDULE "C"
ZONE PAY DIFFERENTIAL

SECTION 1. The parties recognize that it is sometimes inconvenient to get to the job location because of varying distances. It is agreed and understood that while traveling to and from work, the employees are not within the course and scope of their employment and the relationship of Employer-employee do not commence until the hourly wage commences.

SECTION 2. General Travel Conditions

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

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

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

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

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

(c) Board and Lodging. When the Employer provides camp or board and lodging, the basic wage scale will be observed and the rate for camp and board and lodging will not exceed $3.00 per day to be paid by the employee. Any costs over $3.00 per day will be absorbed by the Employer. The applicable travel shall apply on the first and last day of employment, with the exception that should the employee quit of his/her own volition prior to five (5) days employment, travel expenses shall be allowed for the first day only. Jobs in remote areas where camp or board and lodging is not provided and housing is inadequate or cost for housing is prohibitive, the Employer will make every effort to arrange for housing at reasonable rates for his/her employees.

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

SECTION 3. Carpenters' Zone Pay

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

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Port Townsend	

Zone A:	0 - 25 radius miles - Free
Zone B	Over 25 radius miles - $1.75 per hour

SECTION 4. Piledriver, Bridge, Dock And Wharf Builders' Zone Pay: Local No. 2396, Seattle, Local No. 756, Bellingham, Local 1597 Bremerton, and Local No. 317, Aberdeen.

Zone pay differential to be computed from Seattle City center, Tacoma City center, and Everett City center.

Zone A:	0 - 25 radius miles	Free
Zone B:	25 – 35 radius miles	$1.75 per hour
Zone C:	35 – 45 radius miles	$2.05 per hour
Zone D	45 – 55 radius miles	$2.45 per hour
Zone E	Over 55 radius miles	$2.85 per hour
Zone F	Over 90 radius miles	$75.00 per day

The following are exceptions to the above zone pay:

(a) San Juan County. Work in San Juan County (except Lopez Island) shall be considered as a subsistence zone. Employees will be paid seventy-five dollars ($75) per workday subsistence, unless room and board is furnished by the Employer.

(b) Piledrivers who reside in Mount Vernon, Olympia, Wenatchee, or Yakima Local Union jurisdiction areas, working on jobs in their respective area, shall have their zone pay differential measured from their respective city center. Piledrivers who are dispatched from Aberdeen, Bellingham and Port Angeles will be paid the Zone Pay from these respective city centers.

SECTION 5. Millwrights' Zone Pay: Local 204

(a) Millwrights' zone pay differential shall be computed from Seattle City center, Tacoma City center, and Everett City center.

Zone A:	0 - 25 radius miles	Free
Zone B:	25 – 35 radius miles	$1.75 per hour
Zone C:	35 – 45 radius miles	$2.05 per hour
Zone D	45 – 55 radius miles	$2.45 per hour
Zone E	Over 55 radius miles	$2.85 per hour
Zone F	Over 90 radius miles	$75.00 per day

(b) The following are exceptions to the above Millwright zone pay:

(1) Subsistence work in San Juan County (except Lopez Island), Clallam County, Jefferson County, and Pacific County will be paid seventy-five dollars ($75.00) per workday subsistence unless room and board is furnished by the Employer.

(2) Millwrights who reside in Aberdeen, Bellingham, Port Angeles, Mount Vernon, Olympia, Wenatchee, or Yakima Local Union jurisdiction areas, working on jobs in their respective area, shall have their zone pay differential measured from their respective city center.

(3) Millwrights residing in the Wenatchee, Yakima and Pasco local unions' jurisdiction shall receive zone pay rates figured from the city nearest their residence. When residing in the Pasco area and dispatched to Yakima or Wenatchee local unions' jurisdiction, zone pay rates shall be measured from Pasco.

(4) Whenever a Millwright covered by a classification in this Agreement of required skill is not available within the Local Union jurisdiction to be dispatched to the Employer but is available from another jurisdiction within the bargaining area and the Employer authorizes his/her procurement, the Employer shall reimburse such workman in accordance with the above schedule from the city of his/her residence.

(5) But when a Millwright leaves his/her place of residence to voluntarily seek employment in another jurisdiction and makes himself/herself available to that jurisdiction, then the employee shall become subject to such local travel time, transportation and subsistence conditions that are applicable.

APPENDIX 2

ARTICLE 1
CRAFT WORK RULES

SECTION 1. Shop Stewards

(a) The Business Representative shall have the right to designate in writing to the Employer a Journeyman Carpenter as a Steward on each of the Employer's projects. The Steward shall not be discharged or transferred except for just cause and shall remain on the job provided that there are at least four (4) Carpenters on the project. The Employer will notify the Union at least forty-eight (48) hours prior to terminating the Steward. If a Steward is terminated, the Business Representative may appoint another Steward from the remaining crew.

(b) The Steward shall be allowed reasonable time to perform his/her duties in insuring that the conditions of the Agreement are being adhered to and he/she shall be allowed time to advise the Business Representative of any alleged violations. In addition to his/her other duties, the Steward shall have the right to take up a report once each week during working hours. This must be done as expeditiously as possible.

(c) In the event it is found that a Steward is laid-off or discharged for performing his/her functions as a Steward, the Employer shall reinstate him/her with pay for all lost time as a result of such improper action.

SECTION 2. Tool Sharpening

All employees will have their tools sharp and in good condition before going on any job. Sharpening of tools shall be the responsibility of all Employers. Employees shall be allowed time to file and sharpen tools, or a saw filer may be employed on the job, or tools may be taken to a shop for sharpening at the Employer's expense. Tools sharpened will be returned at time of layoff or suitable arrangements will be made for their return to the employee or to the office of the Local Union having jurisdiction of the job.

SECTION 3. All or any equipment furnished by the Employer may be charged against the employee subject to credit refund upon their return to the Employer regardless of worn condition.

SECTION 4. Furnishing Tools

No employee shall furnish, rent or lease, for compensation or otherwise on any job, a transit, mortising, boring machine, power saw, power jointer, floor sander, power activated tools regardless of whether they are powered by batteries, AC-DC electrical, gas or air; ladder, trestle, bench, mitre box, siding cutter, dial indicator (larger than 1" face), micrometer (not over 1"), reamer, extractor, taps, tap wrenches, metal drill, socket wrench (over 1/2" drive), box end or adjustable wrench larger than a 12" Crescent, shaft levels (over 12"), augers (over 1-1/8"), auto, truck or similar equipment, welding machines, cutting torch, and welders protective equipment, such as gloves, leathers, hoods, goggles. The above equipment must be furnished by the Employers.

SECTION 5. Tool Storage

The Employer shall furnish a suitable place; dry, clean and safe for keeping employees' tool kits and weather gear, separate from other trades and separate from company tools, and the same to be provided with a suitable lock, for protection of tools and gear, during non-working hours, and separate from alternate shifts. It shall be the responsibility of the Employer for the reimbursement based on today's actual cost and the industrial standard of the Employees' tools and weather gear lost through fire, flood, theft by forced entry or damage by employer's equipment while same are at the job-site. Employers may require a list of tools and work clothing so stored.

SECTION 6. Tool Restrictions

There shall be no restrictions on the full use of tools and equipment other than may be required by safety regulations.

SECTION 7. An Employer shall furnish warm, dry change rooms of ample size equipped with heat for drying clothes, lights when power is available, and free of any sexually or ethnically offensive materials such as posters, drawings or other printed materials and with benches for use during lunch period. Same to be situated close to the site of the work and shall not be used for storage of materials or equipment.

SECTION 8. When working in toxic or radiation areas and where creosote and/or treated or oiled materials are handled, adequate time shall be allowed for cleaning up before lunch and before the end of the shift.

SECTION 9. On subterranean water jobs such as tunnels, caissons, etc., rain gear and rubber boots with puncture-resistant insoles shall be furnished by the Employer.

On operations requiring boots higher than calf length, they shall be furnished by the Employer.

The employee shall furnish his own calf height rubber boots when otherwise needed.

SECTION 10. Employees will furnish their own rainwear. In the course of welding or burning or handling of hazardous or contaminated material, should they become damaged, the Employer will replace the damaged rainwear with new rain gear, provided the employee turns in his/her damaged rain gear to the Employer.

ARTICLE 2
RESIDENTIAL PROVISIONS

The parties hereto agree that an agreement or agreements may be entered into by the Union with other parties covering residential construction. The general working conditions will be consistent with the terms of this Agreement, but the cost items of fringe benefits and wages or determination of wages may be reduced.

Any special condition, which results from these agreements, will become a part of this Agreement by this reference, and such conditions will prevail when a member Employer does residential construction as defined below.

Residential construction is herein defined as all work in connection with wood frame construction, alteration and/or repair of all residential units, such as single dwellings, duplexes, row houses, town houses and apartments, nursing homes and convalescent homes not to exceed four (4) stories in height, including a basement. This Agreement does not cover those housing units, which are normally referred to as "high rise," which are normally in excess of four (4) stories in height, including a basement, and to hospitals, public or private institutions, or modular homes to be transported from construction site.

APPENDIX 3
CENTRAL WASHINGTON AREA ADDENDUM

SECTION 1. Work and Territory Covered: This Addendum shall cover all building construction work in Yakima, Kittitas, Chelan, Douglas and Okanogan Counties west of the 120th Meridian and areas east of the 120th Meridian which are under the jurisdiction of Local Union No. 770, Yakima, and Local Union No. 2205, Wenatchee. It shall not cover heavy highway construction.

SECTION 2. When performing the work in the territory as defined in Section 1, the parties agree to be bound by terms and conditions of the AGC Master Labor Agreement except as provided in this Addendum.

SECTION 3. WAGE RATES:

	EFFECTIVE			
	June 1, 2007	**June 1, 2008**	**June 1, 2009**	
Carpenters/Drywall Applicators, Lathers where applicable	**$23.25**	**OPEN**	**OPEN**	
Carpenters on creosote material	**$23.35**	**OPEN**	**OPEN**	
Insulation Applicators	**$23.25**	**OPEN**	**OPEN**	
Sawfilers, Stationary Power Saw Operators, Floor Finisher, Floor Layer, Shinglers, Floor Sander Operator and Operators of other stationary woodworking tools	**$23.38**	**OPEN**	**OPEN**	
Millwright and Machine Erector	**$33.49**	**OPEN**	**OPEN**	
Acoustical Workers	**$23.42**	**OPEN**	**OPEN**	
Bridge Dock & Wharf carpenters and Heavy highway	**$32.49**	**OPEN**	**OPEN**	
Piledrivers, Diving, Pulling, Placing Collars and Welding	**$32.69**	**OPEN**	**OPEN**	
All foremen shall receive ten percent (10%) per hour above the highest paid carpenter journeymen under him/her.				

FRINGE BENEFITS	EFFECTIVE			
	June 1, 2007	**June 1, 2008**	**June 1, 2009**	
Health & Security	**$6.58**	**OPEN**	**OPEN**	
Retirement	**$3.79**	**OPEN**	**OPEN**	
Apprenticeship	**$0.48**	**OPEN**	**OPEN**	

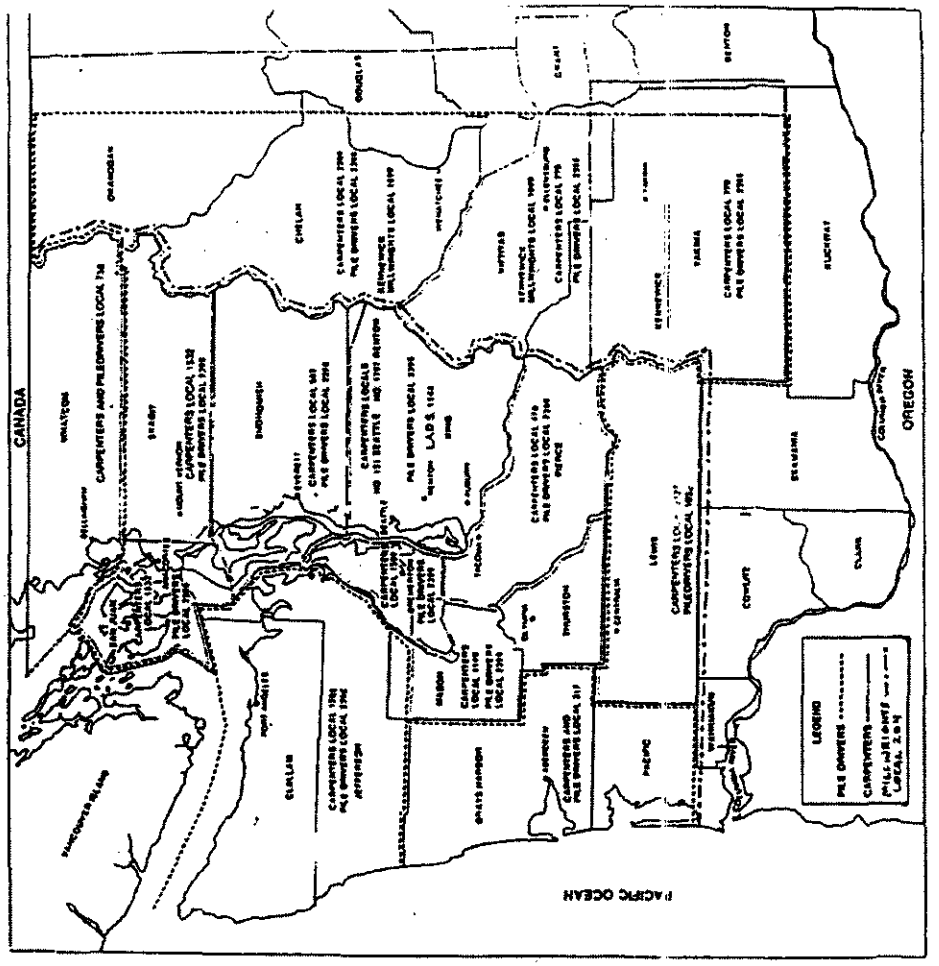
DEDUCTIONS: (These are deducted from net wages)	EFFECTIVE			
	June 1, 2007	**June 1, 2008**	**June 1, 2009**	
Vacation	$1.00	**OPEN**	**OPEN**	
Union Deduction	3.85%*	**OPEN**	**OPEN**	

* 3.85% of the taxable hourly wage rate converted to a cents-per-hour, times all hours worked. Carpenter foremen, general foremen, or superintendents would be charged using the journeyman carpenter wage rate.

SECTION 4: Carpenters'Zone Pay

Zone pay differential shall be paid at the rate $2.25 per hour when jobsites are located beyond a twenty-five (25) mile radius from the city center of the following cities: Chelan, Sunnyside, Wenatchee, and Yakima.

Zone Pay differential shall be paid at the rate of $2.25 per hour when jobsites are located beyond a twenty (20) mile radius from the city center of the following City: Ellensburg.


CANADA
OREGON
PACIFIC OCEAN
LEGEND

Divers Addendum

The Special Working Rules For Commercial Diving Work was not available at the time of printing.

Carpenters

Wage & Fringe Summary
2007-2012

Wages					
Group	**June 1, 2007**	**June 1, 2008**	**June 1, 2009**	**June 1, 2010**	**Junel, 2011**
Carpenter	$32.49	$34.59	$36.64	OPEN	OPEN
Millwright	$33.49	$35.59	$37.64	OPEN	OPEN
Piledrivers	$32.69	$34.79	$36.84	OPEN	OPEN

Deductions from Wages					
Group	**June 1, 2007**	**June 1, 2008**	**June 1, 2009**	**Junel, 2010**	**June 1, 2011**
Vacation	$1.00	$1.00	$1.00	OPEN	OPEN
Union dues	3.85%*	3.85%*	3.85%*	OPEN	OPEN
Millwrights Dues Check-off	4.5%*	4.5%*	4.5%*	OPEN	OPEN
*The applicable percentage of the taxable hourly wage rate converted to cents per hour, times all hours worked. Foremen, General Foremen, or Superintendents would be charged using the journeyman wage rate.					

Fringe Benefits					
Group	**June 1, 2007**	**June 1, 2008**	**June 1, 2009**	**Junel, 2010**	**June 1, 2011**
Health & Security	$6.58*	$6.68*	$6.91*	OPEN	OPEN
Pension	$4.07	$4.25	$4.25	OPEN	OPEN
Apprenticeship**	$0.61	$0.64	$0.67	OPEN	OPEN
WCISAP	$0.06	$0.06	$0.06	OPEN	OPEN
Total Fringe Benefits	$11.32	$11.63	$11.89	OPEN	OPEN
*6/1/07 - $0.50 designated for retiree medical & 6/1/08 - $0.60 designated for retiree medical					
**Apprenticeship contribution is 1.4% of journeyman carpenter total package					

June 1, 2007