

6/1/01 - 5/31/04

K 8397
2,000 workers

Agreement
for the
Wall & Ceiling Industry
between
the Pacific Northwest Regional Council of Carpenters
and
Members of the Northwest Wall & Ceiling Contractors Association and
Others

15 pag.

SIC 1742
NAICS 23542

ARTICLE 1
PREAMBLE AND PURPOSE

LOCAL 1144

This Agreement is made between the Pacific Northwest Regional Council of Carpenters (herein referred to as the Union), and (herein referred to as the Employer) whose signature appears at the end of this Agreement. The Union and the Employer subscribe to the ideals of equal opportunity employment and will not discriminate due to age, sex, color, creed or national origins.

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

ARTICLE 2
WORK DESCRIPTION

- Section 1. (a) Work affected shall include the installation of all materials and component parts of all types of ceiling regardless of their materials, composition, or method or manner of their installation, attachment or connection, including but not limited to the following items: all hangers, carrying channels, cross furring, stiffeners, braces, all bars, regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant ceiling heat fill, all main tees, cross tees, splints, wall and ceiling angles or moldings, all backing board and all finished ceiling materials regardless of methods of installation. It shall also include all work in connection with the installation, erection and/or application of all materials and component parts of all partitions regardless of their material composition or method or manner of installation, attachment or connection, including but not limited to the following items: Cleanroom systems, all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, doors and windows including frames, casings, molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing boards, finished board, gypsum lined airshafts, ducts, plenums, fireproofing of beams and installation of columns and fireproofing of chase, firestopping, sound and thermal insulation materials, fixture attachments, luminous skylights, mirrored high tech, decorative, integrated ceilings, interior and exterior soffits and facades, installation of access floors, preparation of all openings for lighting, vents; including all layout work and all other necessary or related work in connection therewith.
- (b) Erecting, constructing, installing and completing of all light iron construction, furring making and erecting of brackets, clips and hangers; wood, wire and metal lath; plasterboard or other material which takes the place of same to which plastic or acoustical material is adhered, corner beads, all floor construction, arches erected for the purpose of holding plaster, cement, concrete or any other plastic or acoustical material.
- (c) All carrying bars, purlins and furring, regardless of size; light iron and metal and metal furring of all descriptions such as rods, channels, flat iron, naillock, screwlock pomerooy, T-bar, H-bar, Z-bar, metal spline and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, acoustical tile or any other materials and all light iron and metal studs such as Stran Steel, Penn Metal, Soule, Truscan or other trade names of metal studs, and all other types of light iron or metal studs, no matter who the manufacturer, when such studs are to receive a drywall finish, such as gypsum board or when such studs are to receive metal lath, rock lath or other material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath, plastic or acoustical materials.

- (d) The nailing, tying and fastening of all wire and metallic lath such as wirecloth, wire mesh, expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings of any of the above types of light iron and metal furring which receive lath and plastic or acoustical materials; the placing of all types of floor lath, such as hyrib lath, paperback steel-tex floor lath Penn metal rib, and all other appurtenances connected therewith.
- (e) The tying, nailing, clipping or fastening of all types of lath, regardless of size, such as wood lath, plasterboard, button board, flaxinum board, bishopric celotex, gypsum lath, rock lath, sheetrock or any and all other types of material erected.
- (f) The erection of all metal plastering accessories such as metal comer beads, door and window casing beads, metal picture mold, metal chair rail, metal base and base screed, and any and all other metal plastering accessories which are covered and/or serve as a guard or screed for plastic material.
- (g) Installation of reinforced concrete construction where such agreements prevail.
- (h) Building insulation of any type or method of installation or application.
- (i) Assembling and installation of exterior wall panels manufactured offsite.
- (j) Such other work which falls within Section 1 as such other work may now exist or may come into being as a result of the development of new methods or materials.
- (k) The handling on the job site of all materials or materials falling within the trade jurisdiction of the Union from the site of delivery on the job to the point of the job where work is to be performed with said materials.

Section 2 There will be no strikes, work stoppages, slowdowns or other interference of any type with the work or the project because of jurisdictional disputes. The employer shall be responsible for all jurisdictional assignments and the employer's assignment shall be final and binding on a project-by-project basis.

Section.3 This Agreement shall be effective for all work covered by this Agreement, performed in Western Washington west of the crest of the Cascades Meridian, with the exception of the five and one-half counties of Southwest Washington; namely, Klickitat, Skamania, Clark, Cowlitz and Wahkiakum and that portion of the Pacific county south of a straight line made extending the north boundary line of Wahkiakum county to the Pacific Ocean.

ARTICLE 3 RECOGNITION

The Employer, having received a demand for recognition by the Union and having been presented 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 labor agreement under Section 9(a) of the National Labor Relations Act, as amended.

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative of all Journeyman, Apprentice and Utilityman employees in the employ of the Employer with respect to wages, hours and all other terms and conditions of employment on all present and future jobsites within the jurisdiction of the Union.

Section 2. Employees shall become and remain members of the Union as a condition of employment from and after the eighth calendar day following the date of their employment, or the effective date of this Agreement, whichever is later.

Section 3. It is further agreed that all employees covered by this Agreement shall maintain their membership in good standing with the Union.

Section 4. Failure of any employee to pay or tender normal initiation fees or dues as required by this Agreement shall, upon written request of the Union, result in termination of such employee.

ARTICLE 4 SUBCONTRACTOR CLAUSE

Section 1. If an Employer bound by this Agreement contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration or repair of a building, structure or other work to any person or proprietor who is not signatory to an Agreement, the Employer shall, before subcontracted or transferred work commences, require such subcontractor to be bound to all the provisions of an Agreement for the duration of their project and shall be liable for any breach of the subcontractor. If a subcontractor is allowed to perform the work described in this Agreement without being signatory to an Agreement, such contractor shall maintain daily records of such subcontractor's employees' jobsite hours and be liable for payment of wages, travel, health & security, retirement, vacation, apprenticeship, and work assessment deduction contributions (or differentials) in accordance with this Agreement and be liable for payment of same.

ARTICLE 5 EFFECTIVE DATE AND DURATION

Section 1. This Agreement shall become effective 6/1/01 and shall remain in full force and effect through 5/31/04, and shall be automatically renewed from year to year thereafter; provided, however, that any party hereto desiring changes or modifications of the Agreement shall give the other party a written notice of an intention to terminate not less than sixty (60) days, not more than ninety (90) days, prior to, the expiration date of this agreement. Such notice of any determinations made pursuant thereto shall in no way affect the Agreement for the balance of that contract year. Both parties agree that negotiations on proposed modifications or changes shall start not later than thirty (30) days after receipt of notification. **See attached Letter of Understanding regarding Trust Mergers.**

ARTICLE 6 SAVINGS CLAUSE

Section 1. Should any part of, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a decree of judgment of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to re-negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 7 Fringe Benefits

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

HEALTH & SECURITY

Section 1. All Employers covered by this agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man hour of Carpenters, including supervisory employees when covered by this agreement, in work contained in the terms of this agreement, which contributions shall be made to the Western Washington Carpenters-Employers Health and Security Trust Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Health and Security Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatories to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management Trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer Association, on behalf of its member employers.

RETIREMENT

Section 2. All Employers covered by this agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man hour of Carpenters, including supervisory employees when covered by this agreement, in work

contained in the terms of this agreement. Said contributions shall be for the benefit of employed or retired Carpenters who are working under or have retired under the Carpenters Retirement Plan of Western Washington and Carpenters of Western Washington Individual Account Pension Plan. Contributions shall be made to the Carpenters Retirement Trust of Western Washington in the manner as set forth in the Trusts Agreement of said Trust. The details of the Carpenters Retirement Plan of Western Washington and the Carpenters of Western Washington Individual Account Pension Plan established by this Trust Fund and this Trust itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatories to the Trust Agreement of the aforesaid Trust Fund. Allocation between the Carpenters Retirement Plan of Western Washington and the Carpenters of Western Washington Individual Account Pension Plan of contributions shall be determined by the Joint Board of Trustees in accordance with the actuarial and funding requirements of these plans.

Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management Trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association on behalf of its member employers.

APPRENTICESHIP AND TRAINING

Section 3. 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 Western 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 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.

VACATION FUND

Section 4. It is agreed that all employers covered by the Agreement shall subtract a sum as listed in Schedule "A" herein for any compensable hour from each employee's net paycheck (after taxes) and shall pay this to a Vacation Fund as set forth herein. (Note: These sums shall be deductions (after taxes) from the rates shown in Schedule "A"). Said contribution shall be made to the Carpenters Vacation Trust of Western Washington in the manner as set forth in this Trust Agreement of said Trust. The details of such Vacation Plan established by the Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and 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.

ARTICLE 8 LIABILITY OF EMPLOYERS UNDER FUNDS

Section 1. The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Funds under this Agreement are essential to the effective maintenance of the Health & Security Fund, and that it would be extremely difficult, if not impractical, to fix the actual expense in damages to these Funds which would result from the failure of an individual Employer to pay such monthly contributions in full within the time provided by this Agreement. Contributions to the fund shall be due and payable on or before the fifteenth(15) day of the month immediately following the month in which the hours were worked. Payments for contributions shall become delinquent on the twentieth(20) day of the month immediately following the month in which the hours were worked. Each monthly contribution shall include all payments, which have accrued in the interim for work performed up to the last day of the preceding calendar month. Each monthly contribution shall be accompanied by a simple report in a form and manner prescribed and approved by the Board of Trustees of the Fund.

Section 2. Legal action may be taken to collect delinquent contributions, together with liquidated damages and interest thereon, and it is agreed that in any such action the Employer shall be liable to pay the Fund (or Funds) a reasonable sum for an attorneys fee, together with an amount equal to all costs incurred and expenses incurred by the Fund (or Funds) in bringing such legal action. Failure by an individual Employer to make the required payments

shall be deemed a breach of this Collective Bargaining Agreement by the individual Employer and may subject the individual employer to economic action, in addition to the other remedies provided herein to compel performance of the provisions of this Article.

Section 3. The Trustees of each of the Joint Labor-Management Trusts shall have the power to require each Employer to furnish such information and reports as they may require in performance of their duties as Trustees. The Trustees or any authorized agent of the Trust or Trusts shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such of the books, records, papers and reports of the Employer relating to the hours and wages of employees as may be required to permit the Trustees to determine whether the Employer is making full payments to the Trusts. Such records include by way of examples:

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

ARTICLE 9 SETTLEMENT OF DISPUTES AND GRIEVANCES

Section 1. All grievances or disputes between the Union and the Employer shall be settled in accordance with the provisions of this Article. The terms grievance or "dispute" include, but are not limited to differences concerning the interpretation and application of this Agreement. Grievances or disputes which arise after the term of this Agreement shall be subject to this Article if they concern obligations established by this Agreement. Any grievance or dispute shall be presented within ten (10) working days after the employee, Employer, or Union has given notice of the event-giving rise to the grievance or dispute. Disputes over jurisdiction shall be resolved as provided in the Work Jurisdiction Article of this Agreement.

Section 2. In the event a grievance or dispute arises, representatives of the Union shall attempt to settle the grievance or dispute by contacting the Employer. If a conclusion is not reached within forty-eight (48) hours of such contact, the grievance or dispute shall be referred to the Northwest Wall & Ceiling Industry Joint Labor-Management Board. The committee shall be made up of an equal number of labor & management representatives, none of which shall be from the employer or the union representative involved in the dispute. If a decision is agreed on by both parties, the Grievance Committees decision shall be final and binding. If the Board is unable to resolve the grievance or dispute within forty-eight (48) hours of convening, they shall promptly refer the matter to an impartial arbitrator for final and binding decision. By mutual agreement the aforementioned time frames in this Article may be waived or extended.

Section 3. In the event the Union and Employer are unable to agree on the selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators, and the Union and Employer shall alternately strike six names from the list. The remaining name shall be the arbitrator. The arbitrator shall conduct a hearing. His decision shall be final and binding. Any costs incurred for collection of such Joint Labor-Management finding or arbitration decision, together with all expenses of employing an arbitrator, shall be borne by the losing party.

ARTICLE 10 HIRING

Section 1. Employees may solicit work from the Employer. In the event the Employer hires the employee directly, such employee shall secure a dispatch slip from the Unions office and present said dispatch slip to the Employer upon reporting for work. The Employer may call the Union for referral of employees and the Union shall refer employees in the manner set forth in this Article. The Union shall have at least one work day from the time of the order within which to refer employees. If the order is not filled within that time or such later time as may be specified by the Employer, the Employer may hire from any other source. The Employer shall immediately notify the Union of the name, address and social security number of any employee hired from such outside source. Under no circumstances shall any employee be retained in employment who does not present a dispatch slip obtained from the Union. All employees dispatched shall be prepared to present I-9 documentation when reporting to work. Failure to present said dispatch upon reporting for work within forty-eight (48) hours of employment shall be cause for termination upon written request from the Union. All employees shall comply with State and Federal requirements for employment.

Section 2. . Upon receiving a request from an Employer and in the absence of a specific request by name by the Employer, the Union will refer from the out-of-work list. The Union shall refer in the order of seniority on the list provided the applicant possesses the skills in the type of work called for by the Employer.

Section 3. The Employer may request anyone by name who appears on the out-of-work list. Applicants reporting to the jobsite on time as requested per the dispatch slip, within twenty-four (24) hours after being requested, must be put to work or paid the proper show-up time unless the Union is notified of cancellation prior to referral. The Employer may reject or discharge any applicant or employee for cause which they may deem sufficient. No Employer may discriminate against any referred applicant or employee, or refuse an applicant referred by the Union or discharge any employee for Union activities which do not interfere with the proper performance of their work.

Section 4. EMPLOYMENT OF OLDER WORKERS

A Labor - Management Committee consisting of no more than three members from each party shall meet on a quarterly basis to develop a program to enhance work opportunities for older workers. 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 the interests of the older worker.

Section 5 CONTINUING EDUCATION

Labor and Management are committed to continuing Journey worker training and the lifelong learning process. A Labor – Management Committee consisting of no more than three members from each party shall meet on a quarterly basis to monitor, enhance and develop if necessary, Journey worker training programs as well as utilization thereof. Some examples of these would be, but not limited to: Safety and Health, new techniques and materials, production techniques, and ergonomics. Immediate areas of focus may be scaffold user certification, first aid/CPR, C-STOP or equivalent and annual Journey worker upgrade. This Committee's efforts would work in conjunction with the JATC and the Carpenters Trust of Western Washington, Apprenticeship and Training Funds. Employee continuing education may become a requirement for participation in future wage increases.

SECTION 6

A specially designated Labor-Management committee, including JATC members and representation from the PNWRCC Organizing Department, will develop a process to determine qualification criteria for new members and will bring the proposal back to the Bargaining Parties by June 1, 2002 for their review.

ARTICLE 11 HOURS OF WORK, SHIFTS & HOLIDAYS

Section 1. Eight (8) hours shall constitute a day's work; five days shall constitute a week's work, Monday through Friday

Section 2. Single shift operations shall be restricted to the hours between 6:00 a.m. and 6:00 p.m. and eight hours of continuous employment (exclusive of meal period per Article 11, Section 8) shall constitute a day's work, Monday through Friday of each week, except as noted in Section 5 of this Article.

Section 3. MULTIPLE SHIFTS

Multiple Shift – Two Shift Operation - First Shift- The regular hours of work on the first shift of a two shift operation shall be eight (8) hours of continuous employment (exclusive of meal period per Article 11, Section 8) between the hours of 6:00am and 6:00pm.

Second Shift- The second shift shall be seven and one-half (7-1/2) hours of continuous employment (exclusive of meal period per Article 11, Section 8) and shall be paid for at eight (8) hours at the straight time hourly wage rate.

Multiple Shift- Three Shift Operation - First Shift- The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment (exclusive of meal period per Article 11, Section 8), between the hours of 6:00am and 6:00pm.

Second Shift- The second shift shall be seven and one-half (7-1/2) hours of continuous employment (exclusive of meal period per Article 11, Section 8) and shall be paid for at eight (8) hours at the straight time hourly rate.

Third Shift- The third shift shall consist of seven (7) consecutive hours of employment, (exclusive of meal period per Article 11, Section 8) and shall be paid for at eight (8) hours at the straight time hourly wage rate.

Section 4. The first two hours worked beyond the shifts established in Sections 2, 3 and 5 shall be paid for at one and one-half (1-1/2) times the regular hourly rate. The first eight hours worked on Saturday (between the hours of 6:00 a.m. and 6:00 p.m.) shall be paid for at one and one-half (1-1/2) times the regular hourly rate. All other work performed and all work performed on Sunday and recognized holidays shall be paid for at two (2) times the regular hourly rate.

Section 5."Special Shifts"- Four ten (10) hour shifts at the straight time rate may be established Monday-Thursday or Tuesday-Friday with a fifteen (15) minute rest period after eight (8) hours of work. The rest period shall be considered as time worked for the purposes of determining the workday. Workdays shall be consecutive. All hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate. Depending on selection of shift, either Monday or Friday will be compensated at time and one-half (1-1/2) for the first eight (8) hours and double-time thereafter. For tenant/existing building work, a maximum of ten (10) hours shall constitute a days work; a maximum of forty (40) hours shall constitute a weeks work, Monday through Thursday or Tuesday through Friday. Workdays shall be consecutive. Any additional hours worked shall be paid at normal contract rates.

Section 6. Recognized holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday and Saturday following Thanksgiving Day, the day before Christmas Day and Christmas Day. No work shall be performed on Labor Day. When any holiday falls on a Sunday, the following Monday shall be observed as the holiday. Martin Luther King Jr. Day will be recognized as a day of observance; any member can take the day off without recrimination.

Section 7. The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee at the end of the third (3rd) hour of any shift. The rest period shall be considered as time worked for the purpose of determining the workday. Should there be overtime work requiring two or more hours, a fifteen- (15) minute rest period shall be allowed between the regular hours and the overtime hours. This time shall be considered as time worked for the purposes of determining the workday.

Section 8. MEAL PROVISIONS Employees meal periods shall be thirty (30) minutes in length and shall begin between the fourth (4th) and fifth (5th) hour of the workshift. Employees required to work without a meal period shall be paid one half (1/2) hour at the applicable overtime rate.

In the event that the Employer establishes a ten (10) hour day, the meal period shall be at mid-shift.

ARTICLE 12 WORK RULES

Section 1. Employees shall be paid in full once each week (on the same day), but in no event shall more than five days (Saturday and Sunday excluded) wages be withheld. If the regular payday falls on a holiday, the employees shall be paid on the last regular workday preceding the holiday. Negotiable checks drawn on a local bank, electronic transfer to employee's account at employee's election or a cashiers check must be the pay medium with

an attached statement of the employee's name, all hours worked during the pay period, all deductions from wages and the Employer's name and local office address. Payment, if so desired, may be made through the Union Hall or by regular mail, with postmark cancellation date accepted as payment date. If not so paid, the employee shall be entitled to two hours at the regular hourly rate for each twenty-four (24) hour period or portion thereof prior to actual payment. No adjustment in pay will be made unless claim is made in writing within twenty-one (21) days after pay period in question.

Section 2. Employees terminated shall be paid in full within five (5) working days of discharge; The postmark cancellation date is accepted as the payment date, Employees who quit shall be paid in full no later than the next regular pay period, If not so paid, the employee shall be entitled to two hours at the regular hourly rate for each twenty-four (24) hour period or portion thereof prior to actual payment.

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

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

Section 3. If an employee incurs non-sufficient fund (NSF) charges from his/her bank because of having received an NSF payroll check from the Employer, the Employer will be liable to pay all substantiated NSF fines from the bank charged to said employee.

Section 4. Employees who are dispatched or called to work by the Employer shall receive a minimum of four- (4) hour's pay, except when the job is stopped due to weather or other conditions beyond the control of the Employer. If the second half of a shift has been started, they shall be paid for actual time worked.

Section 5. SHOP STEWARDS. The Union shall submit to the Employer, in writing, the names of Stewards appointed by the Field Representatives. The Steward shall be permitted by the Employer to perform his/her Union duties during working hours, provided however, that the Steward shall make every reasonable effort to perform such duties as expeditiously as possible. The Employer shall make every effort to provide continuity of the Steward. The Steward shall not be discharged or transferred except for just cause, and should a Steward be transferred or his employment terminated, the Employer shall notify the Union forty-eight (48) hours in advance. If by virtue of the grievance process it is found that a Steward is laid off or discharged for performing his/her functions as a Steward, the Employer shall reinstate them with pay for all lost time as a result of improper action or shall comply with other remedies deemed appropriate by the Grievance committee.

Section 6. TOOL STORAGE. When practical Employer shall furnish a suitable lockup space for storage of employee's tools and weather gear. In addition, it shall be the responsibility of the Employer for the reimbursement of employee's tools and weather gear lost through fire, flood, theft or damage by Employer's equipment when lockup space is provided. Reimbursement shall be limited to \$500.00 unless the employee has previously presented a list of his/her tools to the current Foreman and received written verification of such list from the Foreman. It is the responsibility of the individual employee to present a copy of the verified list when requesting reimbursement exceeding \$500.00 A list of tools to be furnished by employees shall be incorporated into this agreement (see Schedule B). All other tools and equipment shall be furnished by the Employer. Workers shall be allowed up to fifteen (15) minutes to store all tools and gear.

Section 7. Authorized representatives of the Union shall have the right to inspect jobs of the Employers where workers are employed. The Employer, to the best of their ability, shall assist such representatives in securing admission to jobs that are under military or other security regulations.

Section 8. It shall not be a violation of this Agreement, nor shall it be cause for discharge or replacement of an employee or disciplinary action of any kind, if an employee refuses to cross or work behind a primary picket line approved by the Union party to this Agreement, including picket lines at the Employer's place of business.

Section 9 Employer agrees to furnish a room or dry shack with heat and lighting for employees to change clothes for jobs of extended duration where weather is a factor.

**ARTICLE 13
SAFETY MEASURES**

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

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

**ARTICLE 14
TRAVEL CONDITIONS**

Section 1. Employees sent or called to work on any job that is located in any one of the following listed zones shall be paid for each day or portion of a day worked the amount listed for the applicable zone in which the job is located in addition to the regular rate of pay as established by this Agreement. When the only access roads to a job require the employees to travel into a higher travel zone and back to the zone in which the job is located, the employee shall then be paid for the higher travel zone. Employees shall be dispatched from either the Employer's place of business, Seattle (Downtown Center) (one time selection between the preceding two) or their residence, whichever is closer to the jobsite. Zones are as follows based on actual miles by the shortest route; and as designated on dispatch slip.

00-49	FREE
50-64	\$20.00 Zone A
65-80	\$30.00 Zone B
81-Over	\$50.00 Zone C

Section 2. If the job cannot be reached without the use of a ferry and/or toll bridge travel, the employee will be paid the equivalent of ferry fare and/or toll bridge charge.

Section 3. All time necessary to travel from jobsite to jobsite during the course of any shift shall be paid by the Employer at the appropriate hourly rate.

Section 4. All parking costs for a second move during a shift shall be reimbursed by the Employer.

Section 5. On job sites that mandate remote parking requiring shuttle transportation, the practice shall be that Employees travel one way on the Employers time and the other way on their own time.

**ARTICLE 15
APPRENTICESHIP COMMITTEE**

Section 1. A joint apprenticeship and training committee shall be established. The committee shall consist of equal representation of members selected from the Union and Employers who are signatory to this Agreement. It shall be the duty and obligation of said committee to establish such rules and regulations as deemed necessary to carry out the intent and purpose of established training standards for work covered by this Agreement which shall be in conformity with the Washington State Apprenticeship Council.

Section 2. All parties to this Agreement agree to abide by those rules, regulations and standards established by the joint apprenticeship and training committee.

ARTICLE 16 MISCELLANEOUS

Section 1. Any failure of the Employer to pay wages or other remuneration as stipulated under the terms of this Agreement or any failure to pay health and security, retirement, apprenticeship, vacation or work assessment deductions as required by this Agreement shall constitute a material breach of this Agreement, and the Union and employees represented by the Union shall have the right to stop work for the defaulting Employer, and take legal action which would include all interest and liquidated damages on any and all projects being performed by said Contractor.

Section 2. It is agreed that any portion of the wage rate noted in Schedule A of this Agreement may be diverted to the health & security, retirement, vacation or work assessment deduction funds, effective thirty (30) days after receipt by the Employer from the Union of such requested diversion.

Section 3. Any terms and conditions outside those contained in this Agreement must be with mutual consent of the Union and Employer. If the Union enters into a non-residential agreement applicable to work covered by this Agreement which contains lesser wages or fringe benefits, or more favorable terms and conditions than provided therein, the Employer party to this Agreement shall be permitted to pay such lesser wages or benefits and work under such terms and conditions; provided, however, that this paragraph shall not be applicable to any special job agreements which the Union enters into for the purpose of permitting an Employer party to this Agreement to compete against a non-union contractor or contracts established by International unions. This Agreement does not include woodframe residential drywall or single family metal stud residential construction and any agreement covering residential construction will not change the terms and/or conditions of this Agreement.

Section 4 All Employers party to this Agreement agree to carry a sign on their truck or trucks with their name, address and telephone number. This sign shall be on the side of the truck and of sufficient size to be easily read.

Section 5 at the request of either party, and by mutual consent, the Employer shall have a Pre-Job/Jurisdictional Conference. The purpose of this Pre-Job Conference will be to discuss the scope of work, subcontractors and work assignments in the Employer's Contract. The Conference will include: presentation of information as available to the Employer regarding starting date for the work, location of the project, duration of the job, estimated peak employment and any other conditions deemed peculiar to the particular Contractor or subcontractor, including a general description of the nature of the work to be performed and drawings and specifications.

ARTICLE 17 SUBSTANCE ABUSE POLICY

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, Management, and the Employees.

Employees using alcohol and/or drugs illegally or in an abusive manner create an increased risk to the safety of themselves and their fellow Employees and is a violation of State safety regulations (WAC 296-24-073(6) (e)). Accordingly, all Employees must be fit for duty when reporting to work and for the duration of the shift.

Consistent with these goals, the Employer prohibits the use, manufacture, possession, distribution, or sale on its employment sites, of drugs, drug paraphernalia or alcohol. A program of substance abuse testing pursuant to the substance abuse program, may be instituted to monitor compliance with this policy. The substance abuse program is contained in a separate addendum to this agreement and shall be known as " The Northwest Wall and Ceiling Industry Drug Free Card Program".

**ARTICLE 18
LIGHT DUTY RETURN TO WORK**

Section 1. It is agreed that the Employer may return an injured employee to light duty status when allowed by the employee's doctor, per state law

Signed this _____ day of _____, 2001

EMPL YER:

UNION:

Name of Company

Pacific Northwest Regional Council of Carpenters

By _____

Title _____

Address _____

By _____

Title _____

Phone _____

Reviewed by: PNWRCC _____

WA State Contractor's Reg. No. _____

Executive Secretary _____

SCHEDULE A
WAGE RATES

SEE SEPARATE WAGE SHEET

Journeyman Rates
Foreman

Fringe Benefits **CURRENT CONTRIBUTIONS**

Health & Security	\$2.70
Retirement	\$3.87
Apprenticeship	.35
Industry Fund	.20

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

Deductions

Vacation \$1.00/hr deduction from net Wages

Union Dues Check-off Assignments:

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

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS

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

CLASSIFICATION/HAZARDOUS WASTE GROUP NUMBER

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

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

FOREMAN It is not the Union's intent to establish crew or crew sizes but whenever an employee has the responsibility of supervising six (6) or more employees on the project, he/she will be paid at least the foreman's scale. Foreman shall receive nine percent (9%) per hour above the journeyman wage classification working under him/her.

UTILITYMAN: In recognition of past practices and understanding, it is agreed that a Utilityman classification will be part of this Agreement. All Utilitymen must obtain and present a dispatch slip from the Union per Article 10, Section 1. The wage rate for the first six (6) month period of employment in the bargaining unit shall be 50% of Journeyman scale; for the second six (6) month period of employment in the bargaining unit, the wage rate shall be 55% of Journeyman scale. Such employees may engage in, but not be limited to, material warehousing, transportation of materials, jobsite stocking and cleanup, erecting and dismantling scaffolds. Utilitymen performing bargaining unit material installation work or using such tools shall constitute a breach of this Agreement by the Employer. No Utilitymen shall transfer to apprenticeship at a reduction in wage rate.

INDUSTRY PROMOTION FUND: The sum of fifteen cents (.20) per compensable hour for all employees covered by this Agreement shall be paid into the Washington Drywall Industry Promotions Fund. This Fund has been established by the Employers and a Trust Agreement written which established the operation of this Fund, and these funds are not to be used in any way against the interest of the Union. As long as this Industry Fund is desired by the Employers, it shall not be a point of bargaining in future Agreements.

SCHEDULE B- TOOL LISTS

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

DRYWALL & LATHER:

Nail Bag & Tool pouch	Level (24")	Crescent Wrench
Hatchet or Hammer	Lift Jack	Awl
Key Hole Saw	Utility Knife	Hacksaw & Blades
File	T-Square	Rasp
Hook Knife	Side Cutter	Vise Grip
Tape (16' min.)	Tape Filler	Magnetic Nail Set
End Cut Nippers	Cold Chisel	Snips
Pencils	C-Clamps (2)	Large Drywall Saw
Plumb Bob	Chalk Line	Standard Screw Driver
Circle Cutter	Tri-Square	Phillips Screw Driver

ACOUSTICAL:

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

SCHEDULE A
WAGE RATES

	6/1/01	6/1/02	6/1/03
Journeyman Rates	+ \$1.60/hr	+ \$1.85/hr	+ \$1.95/hr
Total package			

Total increase is \$5.40 over 3 years.

Journeyman Rates:

	<i>6-1-01</i>	<i>12-1-01</i>	<i>6-1-02</i>	<i>12-1-02</i>	<i>6-1-03</i>
Wages	27.82	27.57	29.17	28.92	30.87
*H&W	2.90	3.15	3.40	3.65	3.65
Pension	3.87	3.87	3.87	3.87	3.87
Training	<u>.35</u>	<u>.35</u>	<u>.35</u>	<u>.35</u>	<u>.35</u>
Total	34.94	34.94	36.79	36.79	38.74

LETTER OF UNDERSTANDING REGARDING TRUST MERGERS

All Employers signatory to this agreement agree to support the principle of Trust Mergers that may be proposed during the Term of this Agreement and will enter into good faith bargaining on this issue should it arise.

Signed this _____ day of _____, 2001

EMPLOYER:

Name of Company

By _____

Title _____

Address _____

Phone _____

WA State Contractor's Reg. No. _____

UNION:

Pacific Northwest Regional Council of Carpenters

By _____

Title _____

By _____

Title _____

Reviewed by: PNWRCC _____

Executive Secretary _____

[Previous Doc](#)[Next Doc](#)[Search](#)[Contents](#)

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Daily Labor

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Page A-4

News

Construction

Carpenters Reach Three-Year Contract With Seattle Drywall Contractors for 2,000

Following a brief strike, drywall trades in Seattle are working under new three-year agreements negotiated with the Northwest Wall and Ceiling Contractors Association covering some 2,000 tradesmen, according to union and contractor association reports.

Contracts providing increases of \$5.40 per hour over term were approved by members of the Carpenters and Joiners of America.

The Carpenters struck June 12 and returned to work after a tentative agreement was reached. Pickets were honored by all crafts on projects where drywall work was being performed.

A federal mediator, who sat in on one bargaining session June 18, helped broker a Carpenters settlement June 19 that was ratified June 24. The union ended up with 35 cents more in wages and benefits in the economic settlement over a previously rejected contractor proposal. The employers agreed to withdraw a training requirement and related tiered-wage proposal that had been under contention.

Ed Charles, executive director of the Northwest Wall and Ceiling Contractors Association, said with regard to the negotiations, "labor-management relations probably were set back. We thought we had a better relationship."

Under drywall jurisdiction agreements, Carpenters install steel studs and hang drywall.

Carpenters Get 16.2 Percent Over Term


A three-year, \$5.40 per hour settlement was approved by the Pacific Northwest Regional Council of Carpenters for about 2,000 drywall hangers in western Washington, according to Robert Elliott, business representative for the council in Everett. The over-term increase was 16.2 percent, according to union data. The agreement applies to members of Lathing, Acoustical, Drywall Systems Carpenters Local 1144 headquartered in Seattle.

The settlement provides annual increases of \$1.60 in the first year, \$1.85 in the second year, and \$1.95 in the third year but allows for reallocation between wages and benefits at six-month intervals throughout the contract term. The contract gives the union an option to move money between wages and health and welfare to anticipate what Elliott said was concern over higher health insurance costs.

Effective June 1, journeyman wages increased \$1.35 to \$27.82 per hour, plus increased employer payments of 20 cents to the health and welfare fund increase, now \$2.90, and 5 cents more to the pension fund, now \$3.87. Continued unchanged are employer payments

of 35 cents to the apprentice training fund. On Dec. 1 this year, the wage rate drops 25 cents to \$27.57 per hour and the health and welfare fund advances 25 cents to \$3.15.

On June 1, 2002, the wage rate increases \$1.60 to \$29.17 per hour and the health-welfare payment increases 25 cents to \$3.40. Under a Dec. 1, 2002, contract adjustment, a 25 cent wage reduction is allocated to health and welfare, bringing the payment to \$3.65.

On June 1, 2003, the wage rate increases \$1.95 to \$30.87 per hour. No reallocation is scheduled for 2003. 

By Brian Lockett

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