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**2015 - 2018 MASTER FLOOR LAYERS AGREEMENT**

**Between**

**FLOORING CONTRACTORS**

**And**

**THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

**PREAMBLE**

This is a Master Collective Bargaining Agreement between Flooring Contractors (hereinafter referred to as the "Employer"), and The Pacific Northwest Regional Council of Carpenters, (hereinafter referred to as the "Union"), and shall constitute an Agreement between the parties hereto for all Floor Laying work, conditions and wage rates provided for herein in the territory of Washington, Oregon, Idaho, Montana and Wyoming.

**ARTICLE 1**

**PURPOSE OF AGREEMENT**

SECTION 1. The Purpose of this Agreement is to promote harmony between the Union and the Employer through the settlement of labor disagreement by conference, to prevent strikes and lockouts and to stabilize wages and working conditions in the floor covering industry 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.

**ARTICLE 2**

**WORK AND TERRITORY AFFECTED**

This Agreement shall cover all Floor Layers work in Washington, Oregon, Idaho, Montana and Wyoming.

The geographic territory shall be divided into three regions; Western Washington, Northwest Oregon / Southwest Washington and the Southern Oregon/ Eastern Region.

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The Western Washington region shall include the following counties: Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Lewis, Mason, Pierce, San Juan, Skagit, Snohomish, Thurston, Whatcom 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.

The Northwest Oregon / Southwest Washington region shall include the following counties: In Oregon: Benton, Clackamas, Clatsop, Columbia, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington, and Yamhill, In Washington State: Cowlitz, Clark, Skamania, Klickitat, Wahkiakum and that portion of Pacific County south of a straight line made by extending the north boundary line of Wahkiakum county west to the Pacific Ocean.

The Southern Oregon/Eastern Region includes the remainder of counties in Washington and Oregon and all of Idaho, Montana and Wyoming.

The Work Affected includes but is not limited to the following:

- Installation of all textile and resilient floor coverings, hard or soft, in rolls, sheets, tiles and panels.
- Installation of all wood and laminate products and all related natural and or synthetic flooring products customarily installed on any vertical, horizontal or other substrate or fixture using prescribed freelay, bonding or anchoring methods.
- Cleaning, waxing, sealing and protective cover of all flooring required at the time of installation or ongoing maintenance purposes.
- Removal of any existing flooring and the preparation of all substrates.
- All material handling, clean up and disposal of flooring related waste and debris.
- Installation of all Engineered Wood Flooring at Multifamily Highrise projects greater than 7 stories.

For purposes of this agreement the "Commercial Wood Flooring" classification shall include all wood flooring products installed in buildings including but not limited to commercial, industrial, manufacturing medical and public facilities, office buildings, churches, schools, restaurants and gymnasiums. It shall also include the public areas in mixed-use buildings, hotels, motels and apartments.

The "Multi-Family Residential Flooring" classification shall apply for all flooring products installed in residential units and common areas of residential buildings that are seven stories or less in height above a parking structure. Retail areas in such buildings shall not be considered "Multi-Family Residential".

### ARTICLE 3 EFFECTIVE DATE AND DURATION

This principal Agreement shall be effective commencing July 1, 2015, and shall continue in force and effect through June 30, 2018. Upon its expiration, this agreement shall continue from year to year, July 1 through June 30, 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

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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.

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.

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.

**ARTICLE 4**  
**UNION RECOGNITION AND HIRING PROCEDURES**

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 Floor Layer 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.

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.

It is further agreed that all of Floor Layers covered by this Agreement shall maintain their membership with current month's dues paid in their Local Union.

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

Whenever the Employer requires employees covered by this Agreement on any job, the Employer shall first request referral of such Floor Layers from the Union. The Employer will notify the Union by telephone or in writing stating the job location and number of Floor Layers required. The Union shall refer Floor Layers to the Employer by name with a dispatch slip, at the request of the Employer or his agent.

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**SECTION 1. Out of Work List Requirements**

(1) The term "Floor Layer" covers all classifications in the Agreement. The Employer may request Floor Layers by name, without regard to their position on the Out-of-Work List. Dispatches will be given to Floor Layers, Floor Layer Apprentices and Floor Layer Material Handlers 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 or certification i.e.. Carpet, Hardwood, Resilient Floor Layers 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 2 hours 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 nondiscriminatory basis, not affected by membership or non-membership, past or present union activities, or age, sex, race, creed, color or national origin.

**SECTION 2. 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.

**ARTICLE 5**  
**SUBCONTRACTORS**

If an Employer bound by this Agreement contracts or subcontracts any Floor Layer work covered by this Agreement to be done at the job site for any work described in Article 2 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, & Apprenticeship and Training contributions (or differential) in accordance with this Agreement.

**ARTICLE 6**  
**HOURS OF WORK**

Employees shall report to the jobsite and be prepared to start work in a timely manner.

Normal work hours shall be restricted to the hours between 4:00 am and 8:00 p.m. Monday through Friday of each week. Any hours worked in excess of 40 hours per week shall be paid at the appropriate overtime rate.

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The first 10 hours per day shall be worked at the straight time rate of pay until 40 hours of straight time have been worked in a week. Overtime for the first two hours after 10 hours a day, the first 10 hours worked on Saturday, and work Monday through Friday outside the normal work hours shall be paid at one and a half (1-1/2) times the hourly straight time rate of pay. All hours worked in excess of 12 hours per day and all hours worked on Sunday and Holidays will be paid at two (e2) tims the straight time rate of pay.

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.

### ARTICLE 7 HOLIDAYS

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. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular workday. 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.

### ARTICLE 8 MEAL, REST PERIODS & SICK LEAVE

#### SECTION 1. Meal Period

- 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 (1/2) hour unpaid break for a meal. This meal period shall not begin earlier than three and one-half (3 1/2) hours after the start of the shift. If employees are required to work past five hours, they shall be paid one-half (1/2) 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 (1/2) 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 (1/2) 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

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one-half (3 V2) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

### SECTION 2. Penalty

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 (1 1/2), 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 (2%) 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.

### SECTION 4. Sick Leave

The parties to this agreement hereby expressly waive the provisions of the City of Seattle Ordinance 123698, requiring paid sick leave. The parties will collaborate to prevent any further such provisions from being adopted by political entities within the jurisdiction of this Agreement.

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### 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

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- 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.

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**ARTICLE 10**  
**REPORTING AND MINIMUM HOURS PAY**

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.

Employees who work less than four (4) hours shall be paid for four (4) hours. Employees who work more than four (4) hours shall be paid the actual hours worked, rounded up in <sup>1</sup>/<sub>2</sub> hour increments.

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

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.

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 11**  
**SETTLEMENT OF DISPUTES/GRIEVANCES**

In cases of violation, misunderstandings or differences in interpretation of this Agreement, there shall be no cessation or stoppage of work. Both parties pledge their immediate cooperation to eliminate the above mentioned possibilities, and the procedure in Section 2 is outlined for that purpose.

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 issue shall 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

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fees and costs. Should the parties fail to reach agreement, the matter shall proceed to Step Three:

Step Three: 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**

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

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

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**  
**UNION REPRESENTATIVE**

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.

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**ARTICLE 14**  
**STRIKES AND PICKET LINES**

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.

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.

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 15**  
**SAFETY MEASURES**

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 to all employees covered under this agreement 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.

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 16**  
**SAVINGS CLAUSE**

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

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**ARTICLE 17**  
**MANAGEMENT RIGHTS CLAUSE**

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.

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

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."

**ARTICLE 18**  
**SPECIAL CONDITIONS**

Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties having jurisdiction over the job-site and works 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.

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**ARTICLE 19**  
**PRE-DETERMINED WAGE RATE PROJECTS**

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 by the Department of Labor pursuant to the Davis-Bacon Act 40 U.S.C. Section 3141 et. esq., and implementing regulations or by the Washington State Department of Labor and Industries pursuant to the provisions RCW 39.12 and implementing regulations, 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 the General contractor proceeds with construction. The Employer will provide the Regional Council with the start date 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.

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.

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 20**  
**SUBSTANCE ABUSE POLICY**

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.

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.

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.

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.

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

**ARTICLE 21**  
**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, with no reduction in the base rate of pay. 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.

**ARTICLE 22**  
**CONTINUING EDUCATION**

Floor Laying skill advancement programs will be provided, and may be Union or Management sponsored, or a combination of both. The parties also agree to encourage all journeymen to become INSTALL and/or UBC/NWFA assessed and certified. Journeymen who have become INSTALL certified, take 8 hours of continuing education annually and have worked a minimum of 500 hours as a Floor Layer Journeyman shall be classified as "Floor Layer Qualified Journeyman". An hourly premium and separate wage classification are included in Appendix 1 for "Floor Layer Qualified Journeyman." The eight hours of continuing education must be completed between May 1<sup>st</sup> of the previous year and April 30<sup>th</sup> of the current year in order to receive the premium rate beginning June 1<sup>st</sup> of any given year.

Wood Floor Layer Qualified Journeyman must meet all annual requirements to maintain their UBC/NWFA certification status including minimum number of hours worked, payment of annual NWFA fees and any continuing education requirements.

Employers shall pay all cost of certification including wages, when directed by the Employer to take any type of certification not offered by the JATC to be able to perform the work necessary on his/her particular job.

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APPENDIX I  
CLASSIFICATIONS & WAGES

All employees covered by this Agreement shall be classified and paid in accordance with the classifications, scales, and special conditions set forth in Appendix I, II, III and IV and no other classification wage rates or special conditions shall be recognized.

WAGE AND BENEFIT BASIS

The Journeyman Wage Rate for installing Commercial Wood Flooring in Western Washington shall be 100% of the Journeyman Carpenter rate in the AGC of Washington Master Agreement.

The Journeyman Wage Rate for installing Commercial Wood Flooring in Northwest Oregon / Southwest Washington shall be 100% of the Journeyman Carpenter rate in the GCCA Master Agreement with the following exceptions:

If the total Western Washington benefit package (Retirement, Health and Welfare and Apprenticeship and Training) is higher than the GCCA benefit package the difference will be subtracted from the GCCA wage to determine the Journeyman wage.

If the total Western Washington benefit package is less than the total GCCA benefit package the difference will be added to the GCCA wage to determine the Journeyman wage.

The Journeyman Wage Rate for installing Commercial Wood Flooring in all other areas shall be 100% of the Journeyman Carpenter Rate of the Inland Northwest Area Master Agreement.

The Journeyman Wage Rate for the installation of all other Commercial Flooring products in each area shall be eighty percent (80%) the Journeyman Wage Rate for installing Commercial Wood Flooring in the area.

The Journeyman Wage Rate for installing Multi-Family Residential flooring products in each area shall be ninety percent (90%) the Journeyman Wage Rate for installing Commercial Flooring in the area.

The Premium for a Floor Layer Qualified Journeyman will be \$1.00 in addition to the applicable Journeyman Rate.

Apprentice Wage Rates shall be based on a percentage of the applicable Journeyman rate as follows:

- 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

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The Fringe Benefit rates for Commercial Flooring Journeyman and Apprentice Floor Layers in Western Washington and Northwest Oregon / Southwest Washington shall be 100% of the Western Washington Area AGC Master Agreement Rate. The Fringe Benefits rate in all other areas, for Multi-family Residential Flooring Journeyman and Apprentices and for Material Handlers in all areas shall be 100% of the lowest area residential journey level contribution rate (retirement, health and welfare and apprenticeship rates will be considered separately). All benefits shall be paid into the Carpenters Trusts of Western Washington.

No pension contributions are required on Apprentices during the 1st period or for Material Handlers in their first six (6) months in the bargaining unit.

No Vacation deductions are required for any classification of worker in any geographic area.

### SINGLE FAMILY RESIDENTIAL

Single Family Residential Floor Laying is incorporated in this agreement. The Union will consult with signatory contractors in each geographic area to develop separate wage and benefit rates for such work.

### APPRENTICESHIP RATIO

Each Employer shall employ at least one (1) apprentice for each four (4) journeymen in his/her employment, and may employ up to one (1) apprentice for each journeyman in his/her employment unless limited by applicable State Apprenticeship Standards.

### FLOOR LAYER MATERIAL HANDLER

In recognition of career opportunities and on-the-job training for persons within the overall craft working within the jurisdiction of this Agreement as defined in Article 2, it is agreed that the Material Handler classification is a part of this Agreement. Material Handler scale shall be forty percent (40%) of the area Commercial Wood Flooring Journeyman scale. Material Handlers shall be exempt from retirement contribution requirements for their first six (6) months in the bargaining unit. All Material Handlers must obtain and present a dispatch slip from the Union.

Material Handlers may only engage in material handling, warehousing duties, jobsite stocking and cleanup. Material Handlers performing bargaining unit flooring installation work, or using such tools on the jobsite shall constitute a breach of this Agreement by the Employer and shall be subject to the grievance procedure.

### JOURNEYMAN CANDIDATE EVALUATION PERIOD

Any Journeyman candidate who has not completed an approved UBC apprenticeship program or does not have documented industry work experience with a signatory contractor, prior to dispatch under this Agreement, must first register with the Training Center for evaluation. After completing the evaluation process, the individual shall be dispatched at not less than eighty (80) per cent of the applicable Journeyman Floor Layer wage and, if required, enrolled into the "Journeyman Upgrade Program" at the Training Center unless the applicant's evaluation indicates the individual does not have journey-level skills and should be referred to the Apprenticeship Program. Employee's enrollment in the "Journeyman Upgrade Program" shall be limited to

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ninety days from the employee's date of original dispatch. Any employees registered in the upgrade program who do not comply with the training requirements as defined by the JATC Committee may be subject to termination. Any Employer who does not assign work as described in the evaluation report by the Training Center may be subject to pay full Journeyman wage from the employee's date of dispatch.

Any new to the Union employee who is not registered as an Apprentice, or dispatched as a Material Handler will, unless scheduled for an evaluation, be considered a Journeyman.

Any employee who enters the Apprenticeship program by direct entry shall be governed by that program and not this section.

### FOREMAN

On jobs requiring four (4) or more Floor Layers, the Employer shall designate one (1) Journeyman as the foreman. On jobs-sites employing twelve (12) or more Floor Layers, the Employer shall designate two (2) Journeymen as Foremen. Foremen shall receive a premium equal to 10% of the journeyman hourly wage for each hour worked as a foreman.

### APPRENTICESHIP FUND

Ten cents (\$.10) of the Apprenticeship fund is dedicated to participation in the Carpenters International Training Fund.

### UBC INSTALL FUND

A contribution of Two Cents (\$.02) per hour worked for each Employee covered by this Agreement who performs floor laying or wall covering work shall be paid to the International Labor Management Committee for the Floor and Wall Covering Industry (the INSTALL Fund).

### 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.

**APPENDIX II**  
**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 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 Floor Layers 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.

**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 Floor Layers, 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 Floor Layers 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) Elective Contributions. An employee covered by this Agreement may elect to request that an Employer make elective deferral contributions to the Carpenters of Western Washington Individual Account Pension Plan through a prospective reduction in such employee's wages. Such elective deferral contributions shall be fully vested at all times.

Applications for elective deferral contributions shall be submitted to the Trust Fund in accordance with administrative procedures and election periods that are consistent with the Plan document and approved by the Trustees. Elective deferral contribution requests shall be in writing on a form approved by the Trust Fund. Upon notification by the Trust Fund to the

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Employer of an elective deferral contribution request, the Employer shall withhold the specified amounts from the employee's wages unless and until notified by the employee or Trust Fund of a change in the employee's election that was made pursuant to the Trust Fund's administrative procedures.

Notwithstanding an employee's election, all premium rates (foremen differentials, overtime, etc.) shall be calculated prior to the reduction for the employee's elective deferral contributions.

Notwithstanding any provision herein to the contrary, the contribution levels to the 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.

This subsection (b) supersedes the Memorandum of Understanding between the parties that had an effective date of January 1, 2014.

### 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 Installers, including supervisory employees when

covered by this Agreement. Said contribution shall be made to the Carpenters-Employers Apprenticeship and Training Trust Fund of Washington-Idaho 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.

### UBC INSTALL FUND

It is agreed that the employer shall make a contribution of two cents per hour (\$0.02/hr) for hours worked by employees covered by this agreement to the International Labor Management Committee for the Floor and Wall Covering Industry (the "INSTALL Fund"). Payments shall be made to the INSTALL Fund on or before the fifteenth (15<sup>th</sup>) day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust for the INSTALL Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such trust. Upon request, the Employer may receive the latest annual report prepared for the INSTALL Fund.

### 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.

### INFORMATION ON TRUST AGREEMENT

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 Installers, including supervisory employees when

covered by this Agreement. Said contribution shall be made to the Carpenters-Employers Apprenticeship and Training Trust Fund of Washington-Idaho 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.

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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.

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.

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

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 though these Trust Funds and Plans were part of this Agreement.

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INDUSTRY PROMOTION FUND

The parties agree that should an acceptable Labor/Management Industry Trust Fund be established, a separately negotiated sum of money per compensable hour for all employees covered by this Agreement may be utilized for funding. This Fund must be established jointly and a Trust Agreement written which establishes the operation of this Fund. These funds are not to be used in any way against the interest of the Union.

**APPENDIX III**  
**ZONE PAY PREMIUM**

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.

**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 premium provided for the higher zone.

(b) Ferry Fares. All necessary ferry fares 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.

(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 be paid by the employee. Any costs 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.

**ZONE PAY** The Zone pay premium will be computed from the city center closest to the project of the following list of cities:

Western Washington: Bellingham, Mount Vernon, Everett, Seattle, Renton, Tacoma, Olympia, Des Moines, Fife, Centralia, Aberdeen, and Bremerton.

Northwest Oregon / Southwest Washington: Longview, Vancouver, Portland, Oregon City, Salem Eugene, and Oregon City.

Southern Oregon/Eastern Region: Washington: Wenatchee, Yakima, Pasco, and Spokane  
Oregon: Redmond, North Bend, and Medford  
Idaho: Cour d'Alene, Boise, Moscow and Idaho Falls  
Montana: Missoula, Butte, Bozeman, Billings, Helena and Great Falls  
Wyoming: Casper

Zone A:	0-25 radius miles	Free
Zone B:	25-50 radius miles	\$3.00 per hour
Zone C:	50-100 radius miles	\$6.00 per hour
Zone D:	Over 100 radius miles	\$12.00 per hour

**APPENDIX IV**  
**CRAFT WORK RULES**

**SHOP STEWARDS**

The Business Representative shall have the right to designate in writing to the Employer a Journeyman floor layer as a Shop Steward. The Steward shall not be discharged or transferred except for just cause and shall remain with the employer provided that there are at least four (4) Floor Layers employed. 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.

The Steward shall be allowed reasonable time to perform their duties in insuring that the conditions of the Agreement are being adhered to and they shall be allowed time to advise the Business Representative of any alleged violations. In addition to their other duties, the Steward shall have the right to take up a weekly report during work hours. This must be done as expeditiously as possible.

In the event it is found that a Steward is laid-off or discharged for performing their functions as a Steward, the Employer shall reinstate them with pay for all lost time as a result of such action.

**TOOLS**

All employees will have adequate and proper personal hand tools for the floor laying products being installed. Only non-powerized hand tools will be supplied by the individual apprentice and journeymen floor layers and all other tools and equipment shall be furnished by the Employer. The JATC floor covering training Tool List shall serve as a reasonable guideline for recommended hand tools supplied by the employee. The contractor shall supply expendable sundry supplies such as knife blades, scraper blades and drill bits. Material handlers shall not be required to furnish any tools.

All employees will keep their tools sharp and in good condition before going on any job. 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.

No employee shall furnish, rent or lease, for compensation on any job; floor sanders or other power activated tools of any type, auto, truck or other vehicle.

When practical the Employer shall furnish a suitable lockup space for storage of employee's tools. In addition, it shall be the responsibility of the Employer for the reimbursement of employee's tools 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.

Workers shall be allowed up to fifteen (15) minutes to store all tools and gear.

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IN WITNESS WHEREOF: This Agreement has been executed on July 1 2015

EMPLOYER:

Union

WESTERN FLOORING HARAVIA PNW Regional Council of Carpenters, UBC  
Name of Company (please print)

By (print name): Mark Sessions

By: Jimmy Osborne

Title: PRESIDENT

Contract Administration

[Signature]  
\*Signature

[Signature]  
\*Signature

1880 136TH PL NE  
Address

BELLEVUE, WA 98005

425-283-5024  
Phone

\*Required Signers

WESTFI912N7  
State Contractor's Reg. No.: