



## MEMORANDUM

TO: Carpenter Members Employed in the Wall & Ceiling Industry  
FROM: Northwest Wall & Ceiling Contractors Association  
RE: Proposed Contract Offer  
DATE: July 12, 2010

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After over two months of negotiations between the Northwest Wall & Ceiling Contractors Association and the Pacific Northwest Regional Council of Carpenters, we have reached a point where an offer is being submitted to you, the Members, for a final vote. The Union has provided us an opportunity to submit this memo to each of you to help explain our position on the proposal and why we believe it should be approved. We truly appreciate this opportunity and hope that each of you will vote in favor of the proposal. Here is why:

As all of you know, we are going through one of the very worst economic times any of us can remember in the Construction Industry. The work in the Industry is 40% below normal levels and this is reflected in the highly increased number of carpenters on the out-of-work list. As employers, we are struggling to find projects and work for our employees and that means we have to reduce costs and make our companies more competitive in an ever-tightening market. This economic situation will go on for some time. None of us believe it is just a temporary blip, but that it may take several years for us to recover to a more normal economic state. Accordingly, we have put together a proposal that we hope will protect employees' jobs and provide the Northwest Wall & Ceiling Contractor Association employers with opportunities to obtain more work in the market.

The key economic changes in the proposed contract are as follows:

1. Wages. The proposal has a two-year freeze on wages, identical to those voted on and ratified by the memberships of the Carpenters, Cement Masons and Operating Engineers with the AGC in our region. This proposal also includes an increase of \$1.32 per hour to the total package in the third year that we believe reflects the possibility of some industry improvement in 2012.

2. Hours of Work and Overtime; Travel Pay and Subsistence. The proposal modifies the language in the current contract to adopt the same provisions from the AGC Master Agreement for the Carpenters and General Contractors. The proposal will make the Northwest Wall & Ceiling Contractors Association employers competitive with those drywall employers just signing the AGC Agreement and therefore provide more hours of work and jobs for NWCCA member employees. It also helps standardize these work rules throughout the construction industry for carpenter employees. We strongly believe that this will be helpful to both the Union and the employers in the long run.
  
3. Private Works Addendum. The proposal includes a Private Works Addendum which allows for smaller jobs of \$500,000 or less per project to be worked at an 85% wage rate. The proposal is identical to the program adopted last year by the employers in Oregon and the Pacific Northwest Regional Council of Carpenters. It is an attempt to make in-roads into market areas where the NWCCA members have not been successful. For employees who are currently not working, it should help to provide additional work and allow us to recover some of the market share we have lost to non-union competition. It is an essential piece of the package necessary to assist our Industry in getting back on its feet and regaining some of the market share lost over the last two years, as our industry continues to suffer under pressure from non-union competition.

There are other language changes in the proposal, but most of them are fairly minor. The Union will be providing you specific information about those changes. The economic package described above is fair to both sides. It maintains the current rates for carpenters over the next two years while we try to recover, and it provides an increase in the third year when we hope things will have begun to turn around. It also matches up the NWCCA employers with the rest of the Industry with regard to hours of work, overtime and travel pay rules and policies. As stated above, it was a proposal developed and reached after more than two months of negotiations and was as far as the employers could go in reaching a fair compromise on the outstanding issues. The Pacific Northwest Regional Council of Carpenters has told us that they will leave it up to their members to decide which way to go on the proposal. We ask that you vote in favor of the proposal and support our Industry as it battles through these difficult economic times.

Should you have any questions about this memo, please contact your individual employer.

Northwest Wall & Ceiling Contractors Association

# NORTHWEST WALL & CEILING CONTRACTORS ASSOCIATION

## FINAL PROPOSAL

TO

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

July 8, 2010

### ARTICLE 2 WORK DESCRIPTION

*Add new language enhancing the following descriptions:*

**2.01 (h) Acoustical and** building insulation of any type or method of installation or application.

**2.01 (j)** The erection and dismantling, **loading and unloading**, of all scaffold required to perform all scopes of work in Article 2.

### ARTICLE 5 EFFECTIVE DATE AND DURATION

*This would be a new Three year Agreement:*

This Agreement shall become effective **June 1, 2010**, and shall remain in full force and effect through **May 31, 2013**, 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 effective 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.

### ARTICLE 7 FRINGE BENEFITS

*Add 1 more classification for the 401 A Individual Pension Plan :*

**7.02.1** SUPPLEMENTAL CONTRIBUTIONS. There shall be **five (5)** classifications of employees under this agreement to determine eligibility for supplemental contributions to the Individual Account Plan (which shall be fully vested Supplemental Contributions). Classification is based upon type of work in the industry and attainment of advanced levels and experience and status. Applicable terms and conditions of this agreement shall be applied in accordance with the attained classification. Attached is a Classification Schedule (Exhibit 1) to establish classifications and pay rates for the Supplemental Contributions.

**7.02.2** **Class IV: shall consist of senior employees who have attained journeyman status with at least three (3) years of industry seniority under the Collective Bargaining Agreement.**

## 7.05 TRUST MERGER

*The proposed Language changes recognize the current state of mergers and set a new implementation date for additional mergers.*

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

Subject only to the Trustees' determination that a merger would violate fiduciary or other obligations of ERISA, the Employers and the Regional Council authorize and request the Trustees, in their fiduciary capacity, to negotiate and implement the merger making all reasonable efforts to implement the merger by 12/31/2012.

## ARTICLE 9 SETTLEMENT OF DISPUTES AND GRIEVANCES

*Add previously agreed to new Language:*

**9.02 Step Two:** The dispute shall be referred to a Board of Conciliation within fifteen (15) working days from the date of the attempted resolution in Step One. The Board shall meet within fifteen (15) working days of the date the matter is referred to them. This Board shall consist of two (2) persons who have no direct involvement in the dispute, appointed by each party. If a decision is achieved, the Board's decision shall be final and binding on all parties and affected employees. If these four (4) persons cannot achieve a majority decision within seven (7) working days after the dispute has been referred to them, the matter may proceed to Step Three if advanced by the filing party within fifteen (15) working days from that date.

## ARTICLE 10 HIRING

*Add new section:*

**10.03.2** The Employer agrees to notify the Union by fax or e-mail of the number of represented employees and their names who were employed during that month.

## 10.04 CONTINUING EDUCATION

*Delete old language 10.04, 10.04.1, 10.04.2, 10.04.3 and 10.04.4:*

~~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 appointed by the Union and three members appointed by the Northwest Wall and Ceiling Contractors Association 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 Employers Apprenticeship and Training Trust Fund of Washington Idaho. Employee continuing education may become a requirement for future wage increases.—~~

~~**10.04.1** The Union and Employer recognize the importance of member/employee education in retaining professional proficiency of each individual worker. Accordingly, it is agreed that each Journeyman shall obtain at least sixteen (16) hours of Continuing Education from the JATC, the Northwest Wall and Ceiling Bureau, specific/special training by industry professionals or course material from an accredited educational institution for the construction industry. Training from apprenticeship organizations other than those in which the Carpenters Union participates shall not be recognized. Should a question of appropriateness of content arise it shall be referred to the JATC for resolution.—~~

~~Effective on and after July 1, 2005, those journeymen registered for referral with the Union who:~~

- ~~(1) have obtained a minimum of sixteen (16) hours of Continuing Education in the proceeding twelve (12) months, or-~~
- ~~(2) have been employed in the trade for a minimum of twelve hundred (1200) hours per year in each of the last three (3) years, shall be eligible for referral ahead of journeymen not satisfying at least one of the above elements.—~~

~~**10.04.2** In accordance with Section 10.04.1, the Employer may return to the hiring hall any journeyman who has displayed inadequate skills and who has not obtained sixteen (16) hours of Continuing Education in any of the proficiencies listed below, provided that such employee is engaged in the activity challenged by the Employer at the time of layoff. When returned to the hall, the Employer must send written notice to the Union, the LADS apprentice training center, and the Northwest Wall and Ceiling Contractors Association citing the employee's deficiencies. Employer action is subject to the grievance procedure. In order to protect against the possibility of intentional or inadvertent employment discrimination, the Employer shall make a reasonable effort not to disclose names of persons receiving notice to any contractor. The consequences of receipt of a deficiency notice(s) shall be limited solely to those provided by Section 10.04.3.~~

- ~~● Planning Proficiencies  
Read blueprints  
Job layout~~
- ~~● Technical Proficiencies—Wallboard\*  
Metal framing: Walls (structural, non load bearing, ceilings, soffits)  
Gypsum wallboard installation on all structures~~
- ~~● Technical Proficiencies—Acoustical\*  
Grid and tile installation~~
- ~~● Tool proficiencies  
Laser tools~~

- Powder actuated tools (Hilti, etc)
- ~~Safety proficiencies-
 
  - First-aid/CPR
  - Scaffold user certification
  - Man & boom lift certification~~
- ~~\*Proficiency in wallboard or acoustical is required but not in both-~~

~~**10.04.3** The Employer shall notify the Union of any journeyman returned to the hall by three (3) or more employers within a calendar year for lack of any of the proficiencies listed and such journeyman shall not receive preferential dispatch until the journeyman obtains required 16 hours of Continuing Education as described in Sections 10.04.1.~~

~~**10.04.4** This Article shall not preclude any employee from soliciting work directly as described in 10.01.~~

*Insert the following new mandatory annual training requirement language:*

**10.04 CONTINUING EDUCATION**

**Labor and Management are committed to continuing Journey worker training and the lifelong learning process. As such, the following shall apply:**

**Every Journeyman beginning June 1, 2011, shall be required to take Continuing Education annually. Preapproved training will be provided through the UBC affiliated Training Trusts. Training from other than UBC programs shall not be automatically recognized. The following requirements must be satisfied:**

1. **A Journeyman must maintain current qualification cards in each of the following.**
  - A. **First Aid/CPR – (currently 8 hrs, card expires after 2 years)**
  - B. **OSHA 10 or OSHA 30 – (currently 10 or 30 hrs with No expiration)**
  - C. **Scaffold User – (currently 8 hrs, card expires after 4 years)**
  - D. **Powder Actuated Tools – (currently 8 hours with No expiration)**
2. **A minimum of one (1) skill class (eight hours minimum) directly related to the Work Description in Article 2 of this Agreement must be taken annually.**

**The time frame in which to satisfy the annual requirement for the next year shall be from May 1 through April 30. Training must be taken before May 1, 2012 for eligibility on June 1, 2012 and by May 1<sup>st</sup> for June 1<sup>st</sup> eligibility each year thereafter. All employed Journeymen who have fulfilled their required Continuing Education commitment must report to the Union for re-dispatch during the month of May each year.**

**Journeymen must fulfill their Continuing Education requirements annually to be eligible for any June 1<sup>st</sup> wage increase. If they have not fulfilled their requirements they will receive the expiring**

Journeyman hourly wage rate until such time as they meet the requirements to receive their increase.

Upon written confirmation from the applicable training program of a Journeyman's fulfillment of the Continuing Education requirements subsequent to the May 1<sup>st</sup> deadline, the affected Journeyman will be re-dispatched at the full Journeyman rate beginning the first day of the month following completion of the requirement.

10.04.1 The Employer may not provide journeymen a wage increase if they have not fulfilled their mandatory Continuing Education requirement and been dispatched at the correct rate.

10.04.2 The Employer will remit to the training trust each month an additional amount equal to the wage increase withheld per hour from each Journeyman not eligible that month for their wage increase.

10.04.3 A Labor – Management Committee consisting of no more than four (4) members appointed by the Union and four (4) members appointed by the Northwest Wall and Ceiling Contractors Association shall meet on a quarterly basis to monitor Journey worker training programs and the utilization thereof.

The Labor – Management Committee will have authority to resolve all issues pertaining to the mandatory Continuing Education Program.

Journeyman may take training through the Northwest Wall and Ceiling Association, the Northwest Wall and Ceiling Bureau, specific/special training by industry professionals or courses taken from an accredited educational institution for the construction industry but must inform the Union of the training taken in order to receive credit for their Continuing Education requirement. Should the question of appropriateness of content arise it shall be referred to the Labor – Management Committee for resolution.

## ARTICLE 11 HOURS OF WORK, SHIFTS & HOLIDAYS

*Delete old 11.01, 11.01.1, 11.02, 11.02.1, 11.02.2, 11.02.3, 11.03, 11.04 and 11.05*

11.01 Eight (8) hours of continuous employment (exclusive of meal period per Article 11, Section 8) shall constitute a day's work; five days shall constitute a week's work, Monday through Friday, except as noted in Section 4 of this Article. In the event the job is down due to weather or other conditions beyond the control of the Employer, Monday through Friday, then Saturday may, with prior notification to the Union, be worked as a voluntary make-up day at the straight time hourly rate.

11.01.1 If an Afternoon or Night shift is not established for a minimum of three (3) consecutive days and an employee who is otherwise willing and able to work is unable to work a shift due to a change in shift hours, that employee shall be paid 4 hours show up pay at straight time per Section 12.04.

11.02 SHIFT DIFFERENTIAL

~~11.02.1 Day Shift— The regular hours of work on the day shift shall be eight (8) hours of continuous employment (exclusive of meal period per 11.08) with a starting time before 10:00 AM but no earlier than 4:00 AM.—~~

~~11.02.2 Afternoon Shift— The regular hours of work on the afternoon shift shall be seven and one half (7-1/2) hours of continuous employment (exclusive of meal period per 11.08) with a starting time before 6:00 PM but no earlier than 10:00 AM and shall be paid for at eight (8) hours at the straight time hourly wage rate.—~~

~~11.02.3 Night Shift— The regular hours of work on night shift shall consist of seven (7) hours of continuous employment, (exclusive of meal period per 11.08) with a starting time before 4:00 AM but no earlier than 6:00 PM and shall be paid for at eight (8) hours at the straight time hourly wage rate.—~~

~~11.03 The first two hours worked beyond the shifts established in 11.02, 11.04 and 11.05. shall be paid for at one and one half (1 1/2) times the regular hourly rate. The first eight hours worked on all shifts that begin on Saturday (except as provided in 11.01) shall be paid for at one and one half (1-1/2) times the regular hourly rate. All other work performed, and all shifts that begin on Sunday and recognized holidays shall be paid for at two (2) times the regular hourly rate.—~~

~~**11.04.**— 4/10 shifts— Four ten (10) hour shifts at the straight time rate with a starting time before 10:00 AM but no earlier than 4:00 AM 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.—~~

~~An Afternoon 4/10 shift with a starting time before 6:00 PM but no earlier than 10:00 AM may be established at nine and one half (9 1/2) hours of continuous employment (exclusive of meal period per 11.08) and shall be paid at ten (10) hours of the straight time rate.—~~

~~A Night 4/10 shift with a starting time before 4:00 AM but no earlier than 6:00 PM may be established at nine (9) hours of continuous employment (exclusive of meal period per 11.08) and shall be paid at ten (10) hours of the straight time rate.—~~

~~**11.05.**— Tenant/existing building work— A single Tenant or existing building (TI) shift beginning outside the regular day shift Monday through Friday (with prior notice to the Union) shall consist of eight (8) hours of continuous employment (exclusive of meal period per 11.08) and shall be paid for at eight (8) hours of the straight time hourly rate plus an hourly premium as listed in Schedule “A”. A four ten hour shift may be established at nine and one half (9 ½) hours of continuous employment (exclusive of meal period per 11.08) and shall be paid for at ten (10) hours of the straight time hourly rate.—~~

*Insert the following new language that is identical to the Western WA AGC language with the exception that the start time for straight time shifts is 4:00 AM :*

### 11.01 Single Shift Operation

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

(b) A shingle shift operation shall be restricted to the hours between 4:00 a.m. and 6:00 p.m. and eight (8) hours of continuous employment (except for meal period) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, Monday through Friday, then Saturday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate.

(c) Four ten (10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a voluntary make-up day. All hours worked in excess of ten (1) hours a day or forty (40) hours a week must be compensated at the overtime rate.

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

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

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

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

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

### 11.02 Multiple Shift Operation.

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

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

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

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

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

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

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

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

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

### 11.03 Overtime

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

11.03.2 On a four ten (10) hour shift, Monday through Thursday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All additional overtime will be paid at two (2) times the straight time rate of pay.

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

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

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

**11.06** **The Employer shall have the sole discretion to assign overtime work to employees.**

**11.07 Holidays** 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.

**11.08 Rest Breaks** The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee at the end of the third (3<sup>rd</sup>) 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.

**11.09 Meal Provisions** Employees meal periods shall be thirty (30) minutes in length and shall be observed no sooner than one (1) hour prior nor one (1) hour later than midshift of the work shift, but in no event will employees be required to work more than five (5) hours from the start of the shift without a meal period. Employees required to work without a meal period shall be paid one half (½) hour at the applicable overtime. The parties agree that each employee shall have the right to take their lunch and/or break upon request to the Forman.

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

## **ARTICLE 14 TRAVEL CONDITIONS**

***Delete old language 14.01, 14.01.1, and 14.02.***

~~**14.01** 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.~~

**14.01.1** \_\_\_\_\_ Rates

<u>0 miles up to 60 miles</u>	<u>FREE</u>
<u>60 miles up to 90 miles</u>	<u>\$50.00 per day Zone A</u>
<u>Over 90 miles</u>	<u>\$85.00 per day Zone B</u>

**14.02** If the job cannot be efficiently 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.

***Insert new language from the Western WA AGC Agreement:***

**14.01 – Zone Pay Differential**

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

**14.01.2** General Travel Conditions.

- (a) **When the only access roads to a job require employees to travel into a higher travel zone and back to the zone in which the job is located, then the employees shall be paid the zone pay differential provided for the higher zone.**
- (b) **Toll and Ferry Fares. All necessary ferry or other forms of water transportation are to be reimbursed by the Employer in the following instances and manner:**
  - (1) **Employees will be reimbursed at the passenger's fare or passenger's carfare when substantiated by receipts.**
  - (2) **When employees elect to live at or near the project and forego daily ferry travel, it is recognized that they are entitled to the prerogative of visiting their homes for the weekend, and in that event, ferry charges shall be paid for such weekend travel as substantiated by receipts.**
  - (3) **When circumstances make it necessary that a toll bridge be utilized, the employees will be reimbursed accordingly.**
- (c) **Board and Lodging. When the Employer provides camp or board and lodging, the basic wage scale will be observed and the rate for camp and board and lodging will not exceed \$3.00 per day to be paid by the employee. Any costs over \$3.00 per day will be absorbed by the Employer. The applicable travel shall apply on the first and last day of employment, with the exception that should the employee quit of his/her own volition prior to five (5) days employment, travel expenses shall be allowed for the first day only. Jobs in remote areas where camp or board and lodging is not provided and housing is inadequate or cost for housing is prohibitive, the Employer will make every effort to arrange for housing at reasonable rates for the employees.**

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

**14.01.3 Carpenters' Zone Pay.**

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

<u>Seattle</u>	<u>Olympia</u>	<u>Bellingham</u>
<u>Auburn</u>	<u>Bremerton</u>	<u>Anacortes</u>
<u>Renton</u>	<u>Shelton</u>	<u>Port Angeles</u>
<u>Aberdeen-Hoquiam</u>	<u>Tacoma</u>	<u>Mount Vernon</u>
<u>Centralia</u>	<u>Everett</u>	<u>Port Townsend</u>

**Zone A: 0 – 25 mile radius miles – Free**  
**Zone B: Over 25 radius miles -- \$1.75 per hour**

**14.02** 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.

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

**14.04** 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. It is understood the Employer may designate.

**SCHEDULE A  
HOURLY WAGE RATES**

***Wage and benefit freeze for two years \$1.00/hr to wages the third year \$0.30/hr to Health and Security, and \$0.02/hr to Apprenticeship:***

<u>TOTAL PACKAGE</u> (Wages plus fringes)	<u>06/01/2010</u>	<u>06/01/2011</u>	<u>06/01/2012</u>
	\$48.74	\$48.74	\$50.06
<b><u>A.1 WAGES</u></b> Effective	<u>06/01/2010</u>	<u>06/01/2011</u>	<u>06/01/2012</u>
<b>Journeyman Carpenter Rate</b>	\$35.66	\$35.66	\$36.66

Journeyman Finisher Rate*	\$35.66	\$35.66	\$36.66
Foreman	\$39.23	\$39.23	\$40.33
<b>A.2 FRINGE BENEFITS</b>	<b><u>06/1/2010</u></b>	<b><u>06/01/2011</u></b>	<b><u>06/01/2012</u></b>
Health & Security	\$6.91	\$6.91	\$7.21
Retirement	\$5.50	\$5.50	\$5.50
Apprenticeship**	\$0.67	\$0.67	\$0.69

**The Industry Fund contribution is additional to the total package above.**

Industry Fund	\$0.25	\$0.25	\$0.25
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**CERTIFIED WELDER:** When the Union fills a request for a certified welder, such referred Welder shall have in his/her possession a current recognized certificate comparable to the local area or WABO test. If the job to be performed requires additional certification of any kind, the Employer shall pay for all expenses involved in securing such test. When working as a certified welder, the employee shall receive a premium as listed in the table below. **of \$0.50 per hour**

**Welder Premium**

<del>Effective</del>	<del>06/01/2007</del>	<del>06/01/2008</del>	<del>06/01/2009</del>
<del>Rate</del>	<del>\$.50/hr</del>	<del>\$.50/hr</del>	<del>\$.75/hr</del>

~~**TENANT/EXISTING BUILDING WORK SHIFT PREMIUM:** Any work begun during an Afternoon or Evening shift under the Tenant/existing building conditions (section 11.05) shall receive a shift premium paid in accordance with the following table.~~

**Shift Premium**

<del>Effective</del>	<del>06/01/2007</del>	<del>06/01/2008</del>	<del>06/01/2009</del>
<del>Rate</del>	<del>\$1.00/hr</del>	<del>\$1.00/hr</del>	<del>\$1.00/hr</del>

**DRYWALL UTILITY WORKER:** In recognition of past practices and understandings that provide for career opportunity and on-the-job training for persons within the overall craft working within the jurisdiction of this Agreement as defined in Section 2.01(m), it is agreed that the career Drywall Utility Worker classification is a part of this Agreement. All Drywall Utility Workers 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. Senior Drywall Utility Worker scale shall be 60% of the Journeyman scale. **Drywall Utility Workers shall receive pension contributions once they have been employed for a twelve (12) month period in which they have at least one thousand (1000) hours of service.**

**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**  
**and**  
**NORTHWEST WALL & CEILING CONTRACTORS ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING FOR PRIVATE SECTOR WORK**

**THIS MEMORANDUM, effective the first day of June, 2010 by and between the following parties: The Northwest Wall & Ceiling Contractors Association, hereinafter referred to as "NWCCA", and the Pacific Northwest Regional Council of Carpenters of America, affiliated with the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the "Union."**

- 1. Competitive Conditions. The parties listed below agree that this Memorandum of Understanding for Private Sector Work is provided for the purpose of giving the signatory contractors the opportunity to be competitive in negotiating and bidding projects in the private sector limited to the scope listed in paragraph 3, below.**
- 2. Coverage. This Memorandum shall cover the jurisdictional area of Western Washington, as outlined in the Wall & Ceiling Industry Agreement ("NWCCA Agreement") in effect between the Pacific Northwest Regional Council of Carpenters and the Northwest Wall & Ceiling Contractors Association.**
- 3. Scope. This Memorandum shall cover all privately funded projects involved in the construction, alteration or repair of buildings and structures of under \$500,000 for the total scope of work covered in the NWCCA Agreement.**
- 4. Adoption of NWCCA Agreement. The parties agree to be bound by, to adopt and incorporate by reference, as part of this Memorandum, all of the terms and conditions of the NWCCA Agreement, except as provided in this Memorandum of Understanding.**
- 5. Notification. The Contractor shall notify the Union in writing prior to use. The Employer shall advise the Union Dispatch Office when new personnel are requisitioned under the Private Sector Works Memorandum.**
- 6. Wage Scales.**
  - A. Wage rates for this Memorandum of Understanding represent the full wage and fringe benefits package for Private Sector Works under \$500,000.**
  - B. Wages, fringe benefits, etc. for the life of this Memorandum of Understanding are set forth on the attached page. Future increases to total packages will be effective on the dates indicated in the NWCCA Agreement and are pegged to an amount equal to eighty-five percent (85%) of the NWCCA Agreement taxable wage rate.**
- 7. Fringe Benefits. Trust fund contributions shall be increased to correspond with amounts specified in the NWCCA Agreement.**
- 8. Duration. This Memorandum shall be effective June 1, 2010 and shall continue in effect during the term of the NWCCA Agreement and shall terminate on May 31, 2013 under the provisions of the applicable Article with the NWCCA Agreement.**
- 9. Guarantee of Authority. The individuals signing this Memorandum in their official capacity hereby guarantee and warrant their authority to act for and bind the respective parties and organizations that their signatures purport to represent.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

**Doug Tweedy**  
**Pacific Northwest District Council of Carpenters**

**Dick Mettler**  
**Northwest Wall & Ceiling Contractors Assn.**